

RESOLUTION

BOROUGH OF PEAPACK & GLADSTONE
SOMERSET COUNTY, NEW JERSEY

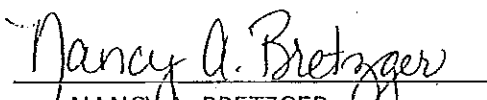
RESOLUTION NO. 153-18

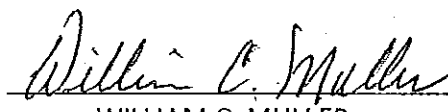
TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN BOROUGH OF PEAPACK & GLADSTONE AND BOROUGH OF PEAPACK & GLADSTONE POLICE PBA LOCAL NO. 139 FOR A FOUR-YEAR CONTRACT JANUARY 1, 2018 TO DECEMBER 31, 2021

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Peapack & Gladstone, County of Somerset, State of New Jersey that the Borough of Peapack & Gladstone is authorized to enter into an agreement with Borough of Peapack & Gladstone Police PBA Local No. 139 for a four (4) year contract beginning January 1, 2018 through December 31, 2021.

Introduced	Seconded	Borough Council	Aye	Nay	Abstain	Absent
	X	Gian-Paolo Caminiti	X			
		Mark Corigliano	X			
		Amy Djetch	X			
X		Donald Lemma	X			
		T. William Simpson				X
		Royal Smith	X			

IT IS HEREBY CERTIFIED THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF PEAPACK & GLADSTONE AT A MEETING OF SAID COUNCIL HELD ON JULY 24, 2018


NANCY A. BRETZGER
BOROUGH CLERK


WILLIAM C. MULLER
MAYOR

**Agreement Between the
Borough of Peapack and Gladstone
and
New Jersey State Policemen's
Benevolent Association, Local No. 139**

TABLE OF CONTENTS

ARTICLE 1.	RECOGNITION	1
ARTICLE 2.	MANAGEMENT RIGHTS	1
ARTICLE 3.	SEPARABILITY AND SAVINGS	2
ARTICLE 4.	FULLY-BARGAINED PROVISIONS.....	2
ARTICLE 5.	RETENTION OF BENEFITS.....	2
ARTICLE 6.	SALARIES.....	3
ARTICLE 7.	HOURS OF WORK, OVERTIME AND COMPENSATION TIME.....	4
ARTICLE 8.	VACATIONS.....	7
ARTICLE 9.	HOLIDAYS AND PERSONAL DAYS	9
ARTICLE 10.	CLOTHING ALLOWANCE	9
ARTICLE 11.	TRAVEL ALLOWANCE.....	10
ARTICLE 12.	COMPLIANCE WITH ORDINANCES AND LOCAL LAW	10
ARTICLE 13.	BEREAVEMENT	10
ARTICLE 14.	HOSPITALIZATION AND BENEFITS	11
ARTICLE 15.	SICK LEAVE	11
ARTICLE 16.	GRIEVANCE PROCEDURE.....	13
ARTICLE 17.	POLICE OFFICERS' RIGHTS	15
ARTICLE 18.	PROMOTIONAL PROCESS	15
ARTICLE 19.	POLICE OFFICERS' DISCIPLINARY RIGHTS	16
ARTICLE 20.	WORK IN HIGHER RANK.....	17
ARTICLE 21.	PUBLICATIONS	17
ARTICLE 22.	BULLET PROOF VESTS	18
ARTICLE 23.	PHYSICALS.....	18
ARTICLE 24.	OFF DUTY EMPLOYMENT	18
ARTICLE 25.	MILITARY AND EDUCATION CREDITS; TUITION REIMBURSEMENT	18
ARTICLE 26.	FAIR REPRESENTATION FEE.....	20
ARTICLE 27.	MERGER OR CONSOLIDATION OF POLICE DEPARTMENT	20
ARTICLE 28.	DURATION.....	21



THIS AGREEMENT made this ____ day of _____, 2018 between the BOROUGH OF PEAPACK AND GLADSTONE, hereinafter referred to as the "Borough" or "Employer," and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 139, hereinafter referred to as the "PBA,"

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the PBA as follows:

ARTICLE 1. RECOGNITION

The Employer hereby recognizes the aforementioned PBA as the exclusive majority representative for all its patrolman, detectives (if any), corporals (if any) and sergeants (if any) in its police department in Peapack and Gladstone, New Jersey, but excluding the Chief of Police and/or Deputy Chief of Police and all other employees.

With the exception of the above paragraph, all references to "Chief of Police" will also apply to the "Officer in Charge" if there is no chief within the department.

References to the "PBA Representative" shall mean "The State Delegate for PBA Local 139. If the State Delegate is not a member of the Peapack and Gladstone Police Department, it shall be the highest ranking member of the PBA Local 139 Executive Board who is a Peapack and Gladstone Police Department member (ranking shall be determined in this order: President, Vice President, Treasurer, and then Secretary). If no member of the Executive Board is a member of the Peapack and Gladstone Police Department, then it shall be the Peapack- Gladstone Trustee for the PBA."

ARTICLE 2. MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the 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:

1. The executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees.
2. To hire all employees and, subject to the provisions of law, to determine their

qualifications and conditions for continued employment, or assignment and to promote and transfer, employees.

3. To suspend, demote, discharge or take other disciplinary action according to law.

4. To promulgate, from time to time, rules and regulations relating to the operation of the Department, including, without limitation, scheduling.

B. The exercise of the foregoing powers, rights, authority, duties, responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey, and of the United States, and Ordinances of the Borough of Peapack and Gladstone.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under N.J.S.A. 40:1 et seq., and N.J.S.A. 40A:1 et seq., or other national, State, County or local laws or ordinances.

ARTICLE 3. SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any officer or group of officers is held invalid by operation of law or by a court or tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby, and shall continue in full force and effect.

ARTICLE 4. FULLY-BARGAINED PROVISIONS

A. 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 whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

ARTICLE 5. RETENTION OF BENEFITS

Except as otherwise provided herein, all benefits, which the officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the term of this Agreement. Longevity Pay has been permanently discontinued starting with any payments due as of 1/1/2018.



ARTICLE 6. SALARIES

A. Effective January 1, 2018, the Salary Schedule for all officers recognized as being represented by the PBA shall be as follows:

Schedule A					
Schedule of Salary for Officers - Peapack & Gladstone Police Department					
Year	2017	2018	2019	2020	2021
Sergeant	105,956.00	108,227.47	109,580.32	111,004.86	112,503.43
Grade 1	101,703.00	103,923.44	105,222.48	106,590.37	108,029.34
Grade 2	89,562.00	89,562.00	89,562.00	89,562.00	89,562.00
Grade 3	83,843.00	83,843.00	83,843.00	83,843.00	83,843.00
Grade 4	78,490.00	78,490.00	78,490.00	78,490.00	78,490.00
Grade 5	73,479.00	73,479.00	73,479.00	73,479.00	73,479.00
Grade 6	68,799.00	68,799.00	68,799.00	68,799.00	68,799.00
Grade 7	64,370.00	64,370.00	64,370.00	64,370.00	64,370.00
Grade 8	60,236.00	60,236.00	60,236.00	60,236.00	60,236.00
Grade 9	56,368.00	56,368.00	56,368.00	56,368.00	56,368.00
Grade 10	52,748.00	52,748.00	52,748.00	52,748.00	52,748.00
*Grade 11	48,960.00	48,960.00	48,960.00	48,960.00	48,960.00
*Grade 12	48,000.00	48,000.00	48,000.00	48,000.00	48,000.00

Officers as of 1/1/2018

Sgt. and Grade 1 increases	1.20%	1.25%	1.30%	1.35%
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**Officers hired after 1/1/18 shall start at grade 12.

Officer Caruso will move to grade 9 in 2018 in accordance with the new salary schedule set forth above for officers hired as of 1/1/2018. Notwithstanding the foregoing, any officer who is not at Grade 1 as of the effective date of this contract shall follow the Salary Schedule.

B. Patrolmen will advance a Grade each January 1 until Grade 1 Patrolman is reached following a satisfactory performance evaluation by the Chief of Police and review by the Borough Administration and Police Committee, which shall be completed prior to October 1 of each calendar year.

C. An officer assigned as a Detective shall receive a \$750.00 stipend per year in addition to their regular salary.

D. An officer assigned as a Corporal, shall receive a \$1,250 stipend per year in addition to their salary at their designated grade.

E. No more than two officers within the department at any one time shall receive a \$400 per year stipend as a Fire Arms Instructor after successfully completing and earning the title of Instructor from the Firearms Instructor Training Program and being designated as the Firearms Instructor by the Chief of Police. Notwithstanding, other officers may achieve a Firearms Instructor certification, however there would be no stipend associated with this certification.

ARTICLE 7. HOURS OF WORK, OVERTIME AND COMPENSATION TIME

A. Work shifts shall be determined by the Chief of Police and shall consist of a predetermined number of hours within one twenty-four (24) hour period. In the event that a work shift is other than twelve hours, the length of the work shift shall be of a length which, when calculated for a full year using the applicable regular repeating cycles, most closely approximates the 2,080 hours which would be achieved through a 7-day cycle, 40-hours work week. Except in an emergency, no officer shall be required to work more than sixteen (16) consecutive hours.

B. All hours worked in excess of an officer's regular schedule shall be considered overtime and compensated at time and one half except as otherwise provided below, for which an officer shall receive compensatory time on an hour per hour basis (straight time rate):

1. Attendance at any meetings, unless an officer has been specifically ordered to attend that meeting. This includes by way of example, but not limitation, periodic meetings of organizations and associations which occur on an officer's day off. Compensatory time of three hours will be given for attending any meeting regardless of the length.

2. Training which does not fall on an officer's regularly scheduled shift and which an officer is not specifically required to attend.

3. Attendance at National Night Out.

4. Travel to and from the New Jersey State Police Lab unless specifically ordered to do so because of emergent circumstances.

5. Whenever an officer voluntarily switches his/her regular shift with another officer, the voluntarily assumed shift shall be considered an officer's regular shift.

The provisions of this paragraph are intended to increase or equal an officer's entitlement to



overtime compensation under the FLSA. In the event that an officer would be entitled to additional pay under Paragraph C below, then Paragraph C shall control.

C. This provision applies to all officers working the Pitman Schedule as defined below and shall remain applicable for the duration of this contract.

Pitman Schedule

The workday for officers assigned to the Patrol Division shall consist of not more than twelve (12) consecutive work hours. The work cycle for officers assigned to the Day and Evening shifts shall consist of a rotation commonly referred to as the "Pitman Schedule." This shall be implemented as follows: Two (2) consecutive working days, followed by two (2) consecutive non-working days, followed by three (3) consecutive working days, followed by two (2) consecutive non-working days, followed by two (2) consecutive working days, followed by three (3) consecutive non-working days. This work cycle shall then be repeated henceforth. This fourteen (14) day work cycle shall also be implemented in a manner equitably scheduled by the police chief or sergeant.

D. For additional duty which is compensable at time and one half, officers may choose compensatory time or cash payments for overtime work at time and one-half the base salary rate, which is determined by dividing the applicable annual salary by 2080. If compensatory time is chosen, the conversion to time-and-one-half shall be made prior to adding the hours to the "bank." An officer may add to the "bank" until it reaches 240 hours, at which time cash payments must be taken, in accordance with the Fair Labor Standards Act. Officers may use compensatory time off at their discretion subject to a determination by the Chief of Police that such use will not unduly disrupt the operations of the Police Department. The Department log recording compensatory time shall be kept to date within one pay period or one work period whichever is longer.

E. All reasonable efforts will be made to notify an off-duty officer if court has been canceled prior to 12:30 p.m. on the day of court. If an officer calls in between 12:30 and 1:00 and confirms a court appearance is necessary, he/she shall receive a minimum 3 hours pay at straight time if court is thereafter canceled.

F. Any officer required to be on "stand-by" during their off-duty time, as the result of receiving an "on-call" subpoena from any court (e.g., Superior Court, Grand Jury, etc.), shall receive three (3) hours pay. Throughout the stand-by period, the officer shall make themselves available to be contacted by telephone.

G. Officers shall be paid for a minimum of three (3) hours at the rate of time and one-half for each off-duty court appearance. However, such payment shall only be made for time up to the starting time of an officer's regular shift, if same occurs within those three (3) hours.

H. Any officer called to duty, while off-duty, shall receive compensation for a minimum of three (3) hours at the rate of time and one-half. However, the compensation at the rate of time and one-half shall only be made for those additional hours either leading up to or finishing an officer's regular shift, if same occurs within those three (3) hours.

I. Among the factors to be considered when apportioning overtime hours within the department shall be the fairness and equity of the hourly distribution among the members of the department.

J. Overtime pay is to be paid in the pay period immediately following the end of the work period in which the overtime is earned.

K. The schedule will be posted quarterly, at least twenty-one (21) days prior to the start of each three (3) month period. Changes to the posted schedule must be made twenty-one (21) calendar days in advance, except in emergency situations. When a request is made for any type of leave which would require a schedule change, a list will be posted making that shift available to other officers. The list will include a cut-off date for signing up for the shift of the officer requesting the change. If an officer wants to voluntarily switch their shift to cover the vacancy, the officer will receive the shift. If no one wishes to switch but there is more than one officer willing to work the shift, then the following order of precedence will be used to fill the shift with the permission of the Chief of Police :

1. The senior officer who is scheduled off that day will have the right to take the opening;
2. Officers who can extend their shift and cover the opening including the proposal to partially change scheduled shifts and extend for additional hours (e.g., switch from 0700-1530 to cover a partial afternoon by shifting to 1000-1830 and work 1830-2130 for overtime).

If no one signs up for the available shift, then the leave request will not be granted.

Kelly Time

Officers who are assigned to work twelve (12) hours days, Pitman schedule, shall receive up to 104 hours annually, earned on a quarterly basis. This time shall be defined as "Kelly time". The Chief of Police or his designee shall have the discretion to grant Kelly Time off based upon that officer's request, provided that the request does not affect minimum staffing levels or create overtime. The 104 Kelly Hours that can be accrued shall be accounted on the straight-time rate for the involved Police Officer, and the hours to be utilized in any quarter shall be a factor of actual hours worked from the previous quarter. Because the adopted modified Pitman Schedule

could result in 2,184 hours of expected work in a calendar year, Police Officers will begin each subsequent quarter with a potential 26 hours ($104/4=26$) of Kelly Hours as generated from the previous quarter.

Kelly Time Hours accrued shall not be permitted to exceed 78 hours and ideally, Kelly Time Hours earned in one period shall be used in that same period when they are earned, but, if necessary, may be used in the following two periods. If an officer terminates his employment with the Borough, the 26 hours of Kelly time advanced to him or her at the beginning of a quarter shall be reduced proportionately by the length of service within that quarter. As an example, if an officer retires on February 15th, he or she would receive a debit 13 of the 26 hours that were advanced ($45 \text{ days} / 90 \text{ days} = 1/2$ reduction of the 26 hours).

Kelly Time must be used in the quarter in which it was earned, or the subsequent two quarters or the Kelly Time in excess of 78 hours is lost. The Department log recording compensatory time and Kelly Time shall be kept up to date within one pay period or one work period, whichever is longer.

Since the 78 hour limitation is a new provision, the Borough agrees to a one-time purchase of any officer's Kelly Time that had accrued in excess of 78 hours. If the officer wishes to sell his excess Kelly Time, an irrevocable written request must be made by the officer to the Chief of Police and Administrator to sell an officer's Kelly Time and must be received by the Administrator's office and Chief of Police no later than 4:30pm on July 31st 2018. The maximum amount the officer may sell to the Borough is the lesser of the amount of Kelly Time the Officer has as of 12/31/17 or 6/30/18, less 52 hours. The time shall be purchased at the 12/31/17 officer's hourly pay rate and shall not be offered in the future.

For the rest of 2018, officers may keep Kelly time accruals in excess of 78 hours, however, this time must be used by 12/31/18, after which any amounts of Kelly Time over 78 hours will be forfeited.

ARTICLE 8. VACATIONS

A. Officers covered by this Agreement shall be entitled to vacation leave with pay based upon length of continuous and uninterrupted service as a full-time employee.

Vacation days per calendar year* are:

To the end of the first calendar year in which service began:	0 days
Commencing on January 1 of the next calendar year until December 31 of the fifth year of service:	10 days
More than 5 years but less than 10 years:	15 days

More than 10 years but less than 15 years:	17 days 15 days
More than 15 years but less than 21 years:	20 days
More than 21 years but less than 22 years:	21 days
More than 22 years but less than 23 years:	22 days
More than 23 years but less than 24 years:	23 days
More than 24 years but less than 25 years:	24 days
More than 25 years of service:	25 days

* A calendar year is defined as January 1 through December 31.

B. Employees who terminate service will be paid for their unused vacation leave at a rate equivalent to their normal salary as of the date the vacation was accrued.

C. An employee whose employment is terminated prior to the expiration of the Initial Trial Period of employment will not be entitled to vacation leave or pay in lieu thereof.

D. 1. Except as set forth in subsection D.2. below, vacation time shall be taken in the calendar year in which it is earned and shall not be carried over beyond December 31 of that year.

2. So long as vacations are taken as provided in paragraph A, up to one-half of the total vacation entitlement may, when unusual circumstances exist and if approved in writing by the Chief of Police, be carried over to April 30 of the following year.

E. "Service" as used herein shall mean continuous and uninterrupted employment as a Full-Time employee.

F. The vacation time of each officer shall be approved in advance by the Chief of Police. Rank and then seniority shall have precedence in selection of vacation periods through April 1. Thereafter, the scheduling will be on a first come, first served basis as approved by the Chief of Police.

G. If an employee is on vacation leave and becomes hospitalized, their vacation will be terminated and they shall be placed on sick leave if same is available, provided a doctor's

certification is furnished. Said election shall be at the employee's option, upon adequate notice to the Chief of Police or his/her designee.

H. Beginning January 1, 2011, vacation days shall be credited and charged to the officer in the number of hours per day as the majority of the officer's schedule for the prior calendar year. For example, if the majority of the officer's shifts are twelve (12) hour days, then one (1) vacation day shall be equal to twelve (12) hours.

ARTICLE 9. HOLIDAYS AND PERSONAL DAYS

A. All officers shall receive prorated compensation for twelve (12) holidays and for three (3) personal days per year. The three (3) personal days shall be taken at the officer's discretion with the approval of the Chief of Police. Beginning January 1, 2011, personal days shall be credited and charged to the officer in the number of hours per day as the majority of the officer's schedule for the prior calendar year. For example, if the majority of the officer's shifts are twelve (12) hour days, then one (1) personal day shall be equal to twelve (12) hours.

B. The twelve (12) holidays shall be the same as the twelve (12) scheduled Borough holidays, which apply to all Municipal employees, including 1 (one) floating holiday. Compensation for twelve (12) holidays has been included in the Salary Guide and the officers are not entitled to any other compensation because they are assigned to work on a Borough holiday. Should the Borough adopt any additional holiday(s) during the term of this Agreement, the parties will discuss such Holiday(s) and the issue of compensation for same. In connection with early municipal early dismissal for holidays, summer hours, weather and other emergencies sworn officers will receive no benefit.

ARTICLE 10. CLOTHING ALLOWANCE

A. All officers covered by this Agreement shall be entitled to have their uniforms maintained and cleaned by a dry cleaner designated by the Borough, at Borough expense. If an officer's assignment requires him/her to wear street clothes, he shall be entitled to have the clothes he actually uses for work cleaned.

B. A clothing allowance shall be established for clothing replacement, pursuant to which the Borough will make annual direct payments to the suppliers of police officer's uniforms, in the following amount with respect to each officer covered by this Agreement:

2018 - 2021	\$ 700.00 per year
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The officer shall be entitled to charge up to the above amounts with Borough approved vendors. All purchases must be preapproved by the Chief of Police before being made, and are

subject to normal finance department/purchasing reviews.

Clothing damaged in the line of duty will be replaced from the general police budget and not from the officer's clothing allowance.

C. New employees will not receive a clothing allowance until such time as they have been employed by the Borough for one full calendar year.

D. All patrol officers, after completion of certification shall receive a full initial issue of clothing. This initial issue shall remain the property of the Borough for one (1) year.

ARTICLE 11. TRAVEL ALLOWANCE

All officers required and directed to utilize private transportation on any police business shall be reimbursed by the Municipality at the rate per mile permitted by the Internal Revenue Service measured from the Municipal Complex when:

1. Such business is authorized by the Chief of Police or designee.
2. No municipal passenger vehicle is available.

ARTICLE 12. COMPLIANCE WITH ORDINANCES AND LOCAL LAW

Officers shall comply with the municipal ordinances and resolutions relating to the Police Department of the Borough of Peapack and Gladstone.

ARTICLE 13. BEREAVEMENT

In the event of a death of an employee's spouse or child, or domestic partner as defined by the NJ State 26:8A-1, an employee shall be granted leave with pay in the amount of five (5) working days. In the event of a death in the immediate family of an employee other than a spouse or child, an employee shall be granted leave with pay in the amount of three (3) working days. All bereavement leave shall be taken within ten days of the family member's death, and shall be in addition to vacation leave and sick leave. "Immediate family" is defined as (a) the employee's spouse, and (b) the employee's or his or her spouse's mother, father, sister, brother, child, grandparent or grandchild. The Borough reserves the right to require verification of the family relationship of any decedent to an employee. Up to sixty (60) hours may be taken with pay from prior accumulated sick leave if both the Chief of Police and Borough Administrator approve. Additional bereavement leave may be granted without pay by the Chief of Police and the Borough Administrator, if approved by both, for good cause.

ARTICLE 14. HOSPITALIZATION AND BENEFITS

A. The Borough of Peapack and Gladstone agrees to provide officers with the option to select any medical and dental plan offered to other municipal employees in the Borough and substantially equivalent to the plans that were offered to Borough employees in calendar year 2018. In addition, any "opt out" payments will be governed by either Statute or the Borough's employee policy guide.

B. Waiver of Medical and Prescription Coverage

To the extent permitted pursuant to N.J.S.A. 40A:10-17, the Borough will permit an eligible employee to waive state health care benefits coverage and will pay any eligible employee the amount specified by the then current Borough policy, for each year waived. Further, an employee who has waived coverage may immediately resume health coverage under the Borough health plan in the event that the employee's other health care coverage ceases for any reason, including, but not limited to, the retirement or death of the spouse or divorce. The waiver of employee coverage and/or resumption of coverage shall be implemented pursuant to the authority of N.J.S.A.40A:10-17.1 and applicable regulations.

C. All full-time employees and their dependents shall become eligible for dental insurance coverage on the first day of the month following completion of six (6) months of employment.

D. The Borough of Peapack and Gladstone shall maintain participation in the Police and Fire Retirement System.

ARTICLE 15. SICK LEAVE

A. Temporary and part-time employees are not eligible for sick leave benefits under this Article.

B. Each full-time employee is entitled to sick leave benefits as follows:

1. From the date of initial employment to the end of that calendar year, employees shall be entitled to one (1) day of sick leave with pay for each month of service, to a maximum of five (5) days of sick leave.

2. For the next two calendar years of employment, employees shall receive eight (8) days of sick leave with pay per calendar year.

3. For the next five calendar years of employment, employees shall receive ten (10) days of sick leave with pay per calendar year.

4. Thereafter, employees shall receive twelve (12) days of sick leave with pay per calendar year.

C. In case of sick leave due to contagious disease or exposure to same, a certificate from a physician may be required before returning to work.

D. An employee who has been absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. An employee who has been absent on sick leave for a period totaling eight (8) or more days in one (1) calendar year consisting of periods of two or more days, may be required to submit acceptable medical evidence for any additional sick leave in that year. The Borough Administrator may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

E. Each employee shall report to active duty after each illness or injury where the services of a physician were required only after first presenting to the Chief of Police a final physician's statement indicating that he or she is again fit for active duty.

F. The Council reserves the right to require a medical examination at any time during sick leave at the expense of the Borough.

G. It shall be the responsibility of the employee to notify his or her supervisor of an absence due to illness as soon as is reasonably practicable. Failure to so notify may result in a forfeiture of such sick leave credit.

H. Sick leave accumulates up to a maximum of one hundred and five (105) working days. For an officer working a 12 hour standard shift, the maximum accumulation shall be 1,260 hours. For an officer working an 8 hour standard shift, the maximum accumulation shall be 840 hours. An employee who retires from the Borough will receive pay for unused accumulated sick time, using the following formula:

1- The Borough shall record each officer's sick time as of 12/31/17, for simplicity this shall be referred to as "Column A" sick time. All subsequent sick time shall be accrued and recorded separately, for simplicity this shall be referred to as "Column B" sick time. The sum of these two sick time accruals shall be subject to the maximum sick time accumulation specified earlier.

2- All sick time earned after 12/31/17 shall be credited to "Column B".

3- All sick time taken by an officer after 12/31/17 shall be debited against Column A until the officer's retirement or until this balance reaches 0-hours, at which the sick time taken shall be debited against "Column B".

4- Upon retirement the officers shall be entitled to a payout equal to the number of sick time remaining in Column A. If this amount is less than \$15,000, and the officer has a sick time balance in Column B, the officer shall be entitled to a payout of the sum of Column A plus Column B, up to a maximum of \$15,000.

An employee who separates, under favorable conditions, for other than retirement and who has ten (10) or more years of credited service with the Borough, shall be paid the lesser of one-half of the sick leave amount payable as described above, with an amount not to exceed \$15,000

The Borough reserves the right to have the employee examined by a physician of the Borough's choice if they use sick leave in excess of 5 sequential shifts.

I. Officers with one complete year of service to three years of service shall be entitled to use up to eight (8) days of accrued sick leave within any calendar year to provide care for a newborn or adopted child, or because of a serious health condition of a child, spouse, parent or parent of a spouse, or the minimum amount specified by law, whichever is higher. Officers with three (3) or more years of service shall be entitled to use current or accumulated sick leave within any calendar year for the enumerated purposes. Days may be taken consecutively upon at least seven (7) working days written notice when written notice is possible. Non-consecutive and additional family leave without pay may be granted by the Chief of Police and the Borough Administrator, if approved by both, for good cause.

J. Emergency leave will take precedence over vacation time or personal time not scheduled at the time of the request. Sufficient cause, other than overtime expenses, must be shown when emergency leave is denied. Officers on emergency leave may not take other employment during the leave.

K. Beginning January 1, 2011, sick days shall be credited and charged to the officer in the number of hours per day as the majority of the officer's schedule for the prior calendar year. For example, if the majority of the officer's shifts are twelve (12) hour days, then one (1) sick day shall be equal to twelve (12) hours. Any sick days carried over into 2011 from prior years shall be credited at eight (8) hours of time per day.

ARTICLE 16. GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedure shall be followed:

STEP ONE

An officer, with a grievance shall first discuss it with their immediate supervisor either directly or through the PBA representative for the purpose of resolving the matter informally within 30 business days upon when alleged transgression was first recognized. The supervisor shall document the concerns as made by the aggrieved officer.

STEP TWO

If the aggrieved party is not satisfied with the disposition of their grievance at Step One, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step One, he or she may file a written grievance with the Chief of Police or other designee of the Chief of Police. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance with the Chief of Police or his or her designated representative, the

aggrieved party and the PBA's designated representative. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after the holding of such meeting.

STEP THREE

If the aggrieved party is not satisfied with the disposition of their grievance at Step Two, or if no written decision has been rendered within five (5) working days after the presentation of that grievance at Step Two, the matter may be referred by the PBA by its designated representative to the Police Committee Chair. A meeting on the grievance shall be held between the PBA and the Police Committee Chair within fifteen (15) working days after delivery of the grievance in writing, at which meeting parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Police Committee Chair shall render a final written decision within fifteen (15) working days of the date of the meeting.

STEP FOUR

In the event the aggrieved person is not satisfied with the decision of the Police Chair of the Police Committee or if no written decision has been rendered within fifteen (15) working days after the presentation of that grievance at Step Three, the matter may be referred by the PBA by its designated representative to the Mayor and Borough Council. A meeting on the grievance shall be held between the PBA and the Mayor and Borough Council, at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Mayor and Borough Council shall render a final written decision within fifteen (15) working days of the date of the meeting.

STEP FIVE

A. In the event the aggrieved person is not satisfied with the decision of the Mayor and Borough Council, or if no written decision has been rendered within fifteen (15) working days after the presentation of that grievance to the Council, the grievance may be submitted to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with its rules and regulations. The arbitrator shall have full power to hear and determine the dispute between the parties, and his or her decision shall be final and binding on all parties. The fees and expenses of the arbitrator and all other reasonable costs incurred by both parties shall be borne by the non-prevailing party.

B. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

C. A grievance may be presented at Step One within, one (1) week from the date of occurrence of the facts, which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

D. Any officer may be represented at all stages of the grievance procedure by him/herself, or, at their option, by a representative selected or approved by the PBA.

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ARTICLE 17. POLICE OFFICERS' RIGHTS

A. No more than one (1) designated representative of the PBA at a time shall be permitted time off to attend mutually scheduled negotiating sessions and grievance sessions, provided that the Chief of Police, or his or her designated representative, be given reasonable prior notice of the request, and the efficiency of the Police Department is not adversely affected thereby.

B. An officer shall have the right to inspect his or her personnel file at a reasonable time within seven (7) days after a request is made, provided that the Chief of Police, or their designated representative, is present at the time of the inspection.

C. The Borough agrees to notify the individual officer if any material derogatory to the employee is placed in his/her personnel jacket within seven (7) days. The officer shall initial such material to signify that he/she has seen it.

D. On duty officers shall be permitted to attend the funeral of fellow police officers and use a police vehicle if, in the opinion of the Chief of Police, there is adequate staffing and vehicles remaining.

E. Officers shall receive additional training, as needed. Training shall be provided in a fair and equitable manner taking into consideration any special duties assigned to a particular officer. Officers shall also be assigned to hold membership in professional associations at the discretion of the Chief of Police and shall be permitted to attend meetings while on duty as long as appropriate staffing is still available. Officers given permission to attend meetings when not scheduled for duty shall receive 3 hours straight time pay. Association memberships shall be assigned by the Chief of Police in a fair and equitable manner, taking into consideration the Department's needs, the officer's assigned duties and personal preferences.

ARTICLE 18. PROMOTIONAL PROCESS

A. In the event that a Promotional Examination is to be given to the members of the Police Department for a promotion to be made within the Department, except to Chief of Police, the following procedures will be followed:

1. The amount of time from the announcement of the proposed examination until the examination date will be a minimum of two (2) weeks.

2. The eligibility requirements needed to take the examination and the requirements needed to obtain the rank will be posted.

3. The length of time that the grade received is valid for consideration of future rank shall be posted.

4. The answer sheet of each officer taking the test will be retained in his/her respective personnel file.

5. Prior to the start of the examination, the value of the following items will be posted:

- a. Written Test
- b. Oral Test
- c. Department Evaluation

Any other factors which will have a bearing upon the final grade received by the officer.

B. The maximum time between each section of the Promotional Examination will be ten (10) working days and each officer will be advised by the Chief of Police as to the grade received from each part of said examination.

ARTICLE 19. POLICE OFFICERS' DISCIPLINARY RIGHTS

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

1. The questioning of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The questioning shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any questioning commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being questioned as a witness only he/she shall be so informed at the initial contact.

4. The questioning shall be reasonable in length. Ten (10) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every three (3) hours.

5. The member of the force shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for the member of the force, if he/she so requests, to consult with counsel and/or his/her Association Representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his/her Association Representative, nor more than two (2) hours for consultation with his/her attorney. However, this paragraph

shall not apply to day-to-day investigations.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

9. Discipline shall be carried out in accordance with *N.J.S.A.* 40A:14-147, and the Police Ordinance of the Borough where not inconsistent with the aforesaid Statute.

ARTICLE 20. WORK IN HIGHER RANK

An officer who works in the appointed capacity of Acting Sergeant shall be paid at a Sergeant's rate of pay for the time worked in that capacity. To qualify however, the officer must work a minimum of two (2) full days in the elevated position during a calendar week beginning Monday and ending Sunday. The designation of an officer to work in the capacity of Acting Sergeant shall be made by the Mayor and Council.

An officer who works in the appointed capacity as "Officer in Charge" shall have those duties and stipends specified by an agreement with the Borough that shall be outside the scope of this PBA agreement. The designation of an officer to work in the capacity of Office in Charge shall be made by the Mayor and Council.

ARTICLE 21. PUBLICATIONS

A. All publications concerning in-service training programs being held at an approved academy or other convenient locations that are received by the Police Department shall be posted in a conspicuous location to be selected at the discretion of the Chief of Police. Each employee covered by this Agreement may request to attend such training programs. It is understood and agreed that approval to attend is completely within the province of the employer at the recommendation of the Chief of Police.

B. All Borough owned law books, manuals, code books and the like are to be kept in an area accessible to the officers at all times and shall not leave headquarters without the approval of the Chief of Police.

ARTICLE 22. BULLET PROOF VESTS

All officers covered by this Agreement shall be furnished with a bullet-proof vest approved

by the Borough of Peapack and Gladstone, with a rated threat level high enough to include the officer's duty firearm. If the officer wishes to upgrade he/she can do so out of his/her clothing allowance. Vests will be replaced as required by expiration date on the vest.

ARTICLE 23. PHYSICALS

Officers covered by this Agreement must receive a complete medical physical by a licensed physician within their plan once per year to determine, represent, and document that the involved officers are physically fit for duty. The Borough will not be responsible to pay for the cost of a yearly physical performed by a physician not covered under the Officer's plan. **Further, under no circumstances will the Borough reimburse an Officer for a co-pay amount that exceeds fifty dollars.**

ARTICLE 24. OFF DUTY EMPLOYMENT

There shall be no limitation on the number of hours worked on non-duty days. During days an officer is scheduled to work the officer shall be permitted to work at off duty employment not more than eight (8) total hours during the twenty-four (24)-hour period beginning at 7:00 a.m. on the day in which they are scheduled to work. No off-duty employment is permitted for the period of any shift that the officer has taken off sick from the Borough.

ARTICLE 25. MILITARY AND EDUCATIONAL CREDITS; TUITION REIMBURSEMENT

A. Any officer who has honorably served in the military shall, in addition to their regular salary, receive an additional \$300.00 per year:

B. Any officer hired prior to January 1, 2010, who completed a course of higher education, shall, in addition to their regular salary, receive the following additional amounts per year:

- | | |
|--|----------|
| 1. Associates Degree (AA or AS or equivalent or 60 credits): | \$500.00 |
| 2. Bachelors Degree (BA or BS or equivalent): | \$700.00 |
| 3. Masters Degree (MA or equivalent): | \$900.00 |

An officer with more than one degree shall receive the stipend appropriate to the highest grade attained. Such additional compensation shall be paid during the second pay period in June of each year. Should an officer terminate their employment before the end of the year, any payment due or already paid would be pro-rated (or recouped if already paid) based on the duration of employment in that year.

C. The Borough of Peapack and Gladstone will reimburse any full time permanent officer in good standing hired after January 1, 2010, for credits taken in pursuit of a Bachelors or Masters Degree in an area related to law enforcement provided that:

1. The total amount of money available per calendar year for the Police Department for reimbursement of credits shall not exceed \$5,000.00 which amount shall be shared among the eligible officers in a fair and equitable manner.

2. The cost per credit shall not exceed the per credit cost of Rutgers, the State University. The cost per credit shall be arrived at by dividing the total of tuition, books, computer lab and other fees specifically related to the course or courses, by the total number of credits for the course or courses.

3. The officer shall successfully complete the course or courses with the equivalent grade of "B" or better and provide proof of same, along with receipts for tuition, books and fees to the Chief of Police.

4. The officer shall enroll in and complete the course or courses while employed as a police officer for the Borough of Peapack and Gladstone.

5. The officer shall remain employed as a police officer for the Borough for at least two (2) years after any payment has been made to the officer pursuant to this paragraph. In the event that the officer leaves for any reason before the end of this two-year period, the officer shall reimburse the Borough for any and all payments made to him or her. Reimbursement to the Borough shall first come from any funds held by the Borough on behalf of the officer, including, but not limited to, accrue sick leave pay, which the Borough is hereby authorized to utilize as offset, and then from payments made directly from the officer to the Borough.

6. A probationary officer shall become eligible for tuition reimbursement pursuant to this paragraph C on January 1 of the year following the year in which he/she is appointed as a permanent member of the Police Department.

D. Any officer hired prior to January 1, 2014, may elect to receive reimbursement for credits taken as set forth in paragraph C above in lieu of the stipend as provided for in paragraph B above provided that he/she does so in writing presented to the Chief of Police no later than six months prior to the end of the calendar year to be effective for credits taken beginning in January of the next calendar year. For example, an officer receiving a stipend in 2014 who wishes to receive reimbursement for credits taken in 2015 must file their written election to change from a stipend to reimbursement for credits no later than June 30, 2014 for calendar year 2015. An officer who has elected to receive reimbursement for credits taken may opt out by filing a written election with the Chief of Police to return to a stipend no later than four months prior to the end of the calendar year to be effective for the next calendar year.

ARTICLE 26. FAIR REPRESENTATION FEE

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A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment, with the unit shall, as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eight-five (85%) percent of the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

B. The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

ARTICLE 27. MERGER OR CONSOLIDATION OF POLICE DEPARTMENT

A. In the event that the Police Department is merged with or its functions consolidated with another municipal police department or departments resulting in the elimination of positions by the Borough, the Department workforce shall be reduced based on inverse seniority, with those with least seniority being laid off first. Officers whose positions have been eliminated due to a merger or consolidation shall have the right to assume a position for which they are qualified which is held by a less senior officer in any department involved in any merger or consolidation.

B. Seniority shall be defined as the length of continuous service with the Borough in the Police Department. The Borough shall maintain a seniority list of all officers covered by this Agreement. Seniority shall terminate when an officer is separated from employment whether voluntarily or for cause. Seniority shall not accrue under the following conditions:

- 1 During a period of layoff;
- 2 During a period of an unpaid leave of absence other than military leave or other applicable law; or
- 3 During a period in which the officer is not employed by the Borough.

C. Officers laid off by the Borough will be offered, in seniority order, the right of recall to any position for which they are qualified. An officer's right to recall shall exist for six (6) months after the officer's last date of layoff. Failure to return to work within ten (10) calendar days of notice of recall shall terminate all right to recall. Notice of recall shall be in the form of a registered letter sent to the officer's last address on file with the Borough. It shall be the officer's duty to notify the Borough of any address change. No new officer will be employed by the Borough to fill a vacant position if an officer is available from the layoff list with the ability to perform the work of the position. Refusal or failure to accept recall for a position for which the officer on layoff is qualified shall terminate all right



to recall.

D. An officer who is laid off by the Borough due to a merger or consolidation of the Police Department with another municipal police department or departments shall be entitled to a severance payment of five (5) eight-hour days for each year of service with the Borough up to a maximum of 60 days. Benefits terminate upon layoff, provided that the officer may exercise their right to file for COBRA benefits.

ARTICLE 28. DURATION

THIS AGREEMENT shall become effective January 1, 2018, and shall terminate on December 31, 2021. All salaries and other benefits under the terms of this Agreement are retroactive to January 1, 2018, unless otherwise specified.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first written above.

**BOROUGH OF PEAPACK AND GLADSTONE
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 139**

ATTEST:

BY: *Tom A. Sankin*
BY: *[Signature]*

ATTEST

BY: *Nancy Arzelo*
BY: _____

BOROUGH OF PEAPACK AND GLADSTONE

ATTEST:

BY: *Nancy A. Bretzger*

BY: *William C. Mulken*



RESOLUTION

BOROUGH OF PEAPACK & GLADSTONE
SOMERSET COUNTY, NEW JERSEY

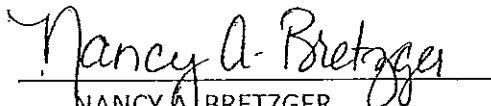
RESOLUTION NO. 171-18

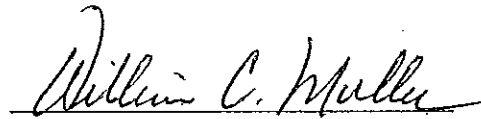
TITLE: RESOLUTION AUTHORIZING MEMORANDUM OF AGREEMENT WITH THE NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 139

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Peapack & Gladstone, County of Somerset, State of New Jersey that the Borough of Peapack & Gladstone is authorized to enter into a Memorandum of Agreement with the New Jersey State Policeman's Benevolent Association, Local 139 regarding Article 6 – Salaries Section (B).

Introduced	Seconded	Borough Council	Aye	Nay	Abstain	Absent
		Gian-Paolo Caminiti	x			
	x	Mark Corigliano	x			
		Amy Dietrich	x			
x		Donald Lemma	x			
		T. William Simpson	x			
		Royal Smith				x

IT IS HEREBY CERTIFIED THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF PEAPACK & GLADSTONE AT A MEETING OF SAID COUNCIL HELD ON SEPTEMBER 11, 2018.


NANCY A. BRETZGER
BOROUGH CLERK


WILLIAM C. MULLER
MAYOR

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, hereinafter "MOA", is entered into on this ____ of August 2018 by and between the Borough of Peapack and Gladstone ("Borough") and New Jersey State Policeman's Benevolent Association, Local 139 (hereinafter "PBA");

WHEREAS, the PBA and the Borough are parties to an Agreement which was entered into on or about 2018 ("2018 Agreement"); and

WHEREAS, the PBA and the Borough have agreed to amend the agreement following good faith negotiations;

NOW, THEREFORE, the parties agree to modify the 2018 Agreement in accordance with the following terms:

1. Section 6(B) which currently reads: **Patrolmen will advance a Grade each January 1 until Grade 1 Patrolman is reached following a satisfactory performance evaluation by the Chief of Police and review by the Borough Administration and Police Committee, which shall be completed prior to October 1 of each calendar year, shall be amended/modified. The New section will provide:**
Patrolmen will advance a Grade each January 1 until Grade 1 Patrolman is reached following a satisfactory performance evaluation by the Chief of Police and review by the Borough Administration and Police Committee, which shall be completed prior to October 1 of each calendar year. The only exception would be new hires (a probationary patrolman) hired on or after July 1st. If a probationary patrolman is employed on or after July 1st,

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he/she will advance to the next Grade on the second January
1st following the date of employment.

2. the parties will execute an amended agreement immediately;

3.. The parties further agree that any proposals not specifically mentioned herein are
considered withdrawn.

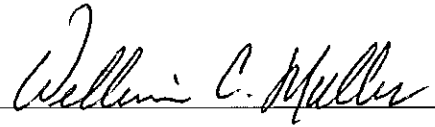
PBA LOCAL 139

BOROUGH OF PEAPACK GLADSTONE

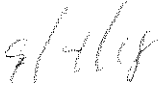
By: _____



By: _____



Dated: _____



Dated: _____

