

AGREEMENT BETWEEN
THE
BOROUGH OF PENNS GROVE
AND
PENNS GROVE POLICE OFFICERS ASSOCIATION
OF SALEM COUNTY FOP LODGE NO. 6

EFFECTIVE DATES
JANUARY 1, 2014
TO
JANUARY 1, 2018

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PREAMBLE

THIS AGREEMENT, made this 29th day of August, 2014, by and between the Borough of Penns Grove, a municipal corporation, with offices at 1 State Street, Penns Grove, Salem County, New Jersey, hereinafter referred to as the "Borough" or "employer," and Penns Grove Police Officers Association of Salem County Fraternal Order of Police Lodge No. 6, an affiliate of the Fraternal Order of Police, hereinafter referred to as the "FOP," "employee," or "member."

ARTICLE 1 – RECOGNITION

The Borough hereby recognizes the Penns Grove Police Officers Association of Salem County Fraternal Order of Police Lodge No. 6 as the sole and exclusive representative of the patrolman, corporals, and sergeants and investigators of the Penns Grove Police Department for the purpose of collective negotiations with respect to the terms and conditions of employment. This Agreement shall not apply to lieutenants or the Chief of Police.

ARTICLE II – MAINTENANCE OF STANDARDS
EMPLOYEE AND MANAGEMENT RIGHTS

Section 1

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

Section 2 **Discipline and Suspensions**

Employees shall retain all civil rights under New Jersey State and Federal Law. No employee, however, shall be disciplined or discharged without just cause. Any such disciplinary or discharge proceedings, or any complaint shall be processed in accordance with the law. Any employee shall have the right to counsel at any such hearing at their own expense, and in accordance with the law.

Suspensions: Any member suspended without pay for any departmental charges, or for the commissions of a petty disorderly persons offenses, or more serious offense, shall be entitled to a hearing before the Police Committee or Appropriate Authority, as determined by the Employer. Nothing in this Agreement shall limit or deny the right to a hearing, as it may be available in other circumstances pursuant to applicable law. The Borough shall adhere to the limitations of N.J.S.A. 40A:14-149.1 and its progeny when suspending its police officers without pay.

Section 3 **Non-Discrimination**

The Borough agrees that there shall be no discrimination or favoritism for reasons of sex, age, race, nationality, religion, political affiliation, Union membership, or Union activities. The employer and the FOP agree not to interfere with the right of employees to become or not become members of the Union and further agree that there shall be no discrimination or coercion against any employee(s) because of Union membership or non-membership.

Section 4 **Management Rights**

It is the right of the employer to determine the standards of service offered by its agencies; to determine the standards of selection for employment; to direct its employees, and to schedule work, to take disciplinary action; to relieve its employees from duty because of lack of work or for any other legitimate reasons; to maintain the efficiency of its operation; to determine the methods, means and personnel by which its operations are be conducted; to determine the content of job classifications; to take all necessary actions to carry out its missions in emergencies; and to exercise complete control and discretion over its organization and the technology of performing work. The employer's decisions on these matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions on these matters will have on employees are within the scope of collect bargaining.

Section 5

Discipline and Suspensions

Any and all charges, both administrative and non-administrative shall be carried out in accordance with state and federal law and the Internal Affairs Policy and Procedures promulgated by the New Jersey Division of Criminal Justice. The Borough shall act at all times in accordance with N.J.S.A. 40A:14-147 through N.J.S.A. 40A:14-155. In accordance with N.J.S.A. 40A:14-147, no officer(s) shall be suspended from duty, for any reason, or for any amount of time without the officer(s) first being advised of the charge(s) against him/her. Similarly, no officer shall be suspended from duty without the charge(s) against him/her being heard in front of either the Police Committee or the Appropriate Authority, as determined by the employer.

A hearing for any suspension or administrative charges shall be arranged by the Chief of Police or his/her designee in front of the Public Safety Committee or Appropriate Authority, as determined by the Employer, and shall commence within not less than fifteen (15) days nor more than 30 days of service of the charges. This time period may be mutually extend time by agreement of the parties.

Failure of the Police Committee or Appropriate Authority to hold a hearing for the officer(s) within the aforementioned thirty (30) days shall be construed as an abandonment of the administrative charge(s) against the officer. At that juncture, all charges shall be dropped and any records therein related to the case shall be removed from the officer's personnel and/or internal affairs files.

ARTICLE III – LEAVE FOR UNION BUSINESS

Section 1 For any interest arbitration, contract negotiations or preparation therefore under Title 34A, all members of the negotiating team and necessary witnesses shall be relieved from regular duty without any loss of pay as is reasonable necessary. Members shall provide reasonable notice of their request for such leave, and are subject to adequate staffing requirements being met.

Section 2 The FOP Associate (or bargaining unit Chairman), or his designee, shall have reasonable relief time from duty to handle and process grievances or other labor relations matters with representatives of the employer.

Section 3 Only duly authorized representatives, having received and submitted authorizing credentials, will be permitted to attend State FOP conventions and National FOP conventions.

Section 4 Officers shall be entitled to a temporary leave from his/her official duties to attend any FOP or PGPOA business or meetings one time per month with proper notification except in the case of emergencies. There shall be no vacation time granted during the State FOP convention.

ARTICLE IV – BASE SALARIES

Each member covered by this Agreement shall receive his/her applicable annual salary increment January 1 of each year. Commencing January 1, 2014, base annual salaries shall be reflected in the new 2014 salary guide. The salaries shall be received in semi-monthly installments. **See Salary Schedule in Appendix A.**

ARTICLE V – (Deleted)

(This section intentionally deleted by the parties.)

ARTICLE VI – OVERTIME AND COMPENSATORY TIME

Section 1 Overtime

Any employee assigned to a regular twelve (12) hour duty tour schedule and is required to work in excess of twelve (12) hours in any single day or eighty (80) hours in any two week scheduling cycle shall be entitled to overtime pay at the rate of one and one-half (1 ½) their regular rate for all overtime hours worked. Sick time usage shall not be counted towards the twelve (12) hours in any single day or 80 hours in a two week cycle required for overtime. Distribution of overtime among bargaining unit members shall be negotiated with the FOP; however, the Borough shall at all times retain exclusive authority to determine the number of officers and the minimum training qualifications necessary to adequately fulfill any overtime detail. Unless otherwise negotiated, the Borough shall distribute overtime in accordance with the protocol contained in Appendix “B.”

Section 2 Emergency Overtime

In the event an officially declared emergency due to civil disturbance or riot, all officers engaged in the performance of these duties will receive the compensation of two times their regular rate of hours worked.

Section 3 Use of Special Officers for Overtime

It is understood and agreed by and between the Parties that the employer has employed and will employ the maximum number of Class II Special Officers (“SLEO”) permitted under N.J.S.A. 40A:14-146.10 et seq. The FOP further agrees that for the term of this Contract, the employer may utilize any and all SLEOs for coverage of overtime. That is to say that if an officer is unable to work on any particular day, the employer may utilize a SLEO for that officer’s shift in order to avoid paying overtime wages to a regular officer to cover that shift.

The FOP consents to the use of SLEOs under such circumstances for the term of this Contract. For the term of this Contract, the FOP agrees to waive any and all rights it may have to pursue any and all claims, suits, actions, damages, judgments, liabilities, fines, penalties, costs and expenses it may have against the employer during the term of this Contract in relation to the use of SLEOs to cover overtime shifts as set forth herein.

In the event that the FOP should challenge in a court of competent jurisdiction the use of SLEOs, as set forth herein, the FOP shall be responsible for any and all reasonable attorneys fees and court costs incurred by the employer for purposes of defending such action.

It is further understood and agreed by and between the Parties that this Section 3 of this article is an integral part of this Contract term. If any provision of this Section 3 is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, regular full-time officers shall regain priority over Class II Special Officers with respect to overtime opportunities and the Contract shall be subject to immediate renegotiation, with the first negotiations meeting between the parties taking place within 30 days of a signed court order or other declaration that Section 3 is unlawful. Section 3 of this article shall sunset upon the expiration of this Contract but shall remain within the scope

of negotiations for any successor agreement, unless declared unlawful by a court or other authority of competent jurisdiction.

Section 4 **Payment**

All sums for overtime shall be paid with regular paychecks.

Section 5 **Call-In Compensation**

Officers/Investigators shall be paid (4) hours of straight time pay for being called in for duty while off duty without at least twenty-four (24) hours of notice prior to call-in. The four (4) hour minimum does not pertain to recall contiguous with the back side of the work day.

Section 6 **Investigators On-Call Compensation**

Investigators may be assigned to be on-call 24 hours per day for two weeks each month. For each additional week of on-call duty per month, investigators shall be compensated with eight hours of straight-time pay in the regular paycheck immediately following the close of the pay period in which the on-call period occurred.

Section 7 **Personal Time**

Officer/Investigator shall be granted two (2) personal days per calendar year. Personal time not taken within that calendar year granted will be lost, except in the event of a declared departmental emergency where time was refused due to such declared emergency. In this case, Officers/Investigators will be permitted to carry-over days to the next calendar year and added to those granted by the new calendar year.

Personal time shall be granted with a minimum of forty-eight (48) hours notice, but allowed with less notice at the discretion of the police administration.

ARTICLE VII – SHIFTS

1. There will be four squads, “A through D.”
2. The shifts will be twelve (12) hours and will start at 6:00 a.m. to 6:00 p.m. and the second shift will be from 6:00 p.m. to 6:00 a.m.
3. These shifts will rotate on a fourteen (14) calendar day basis.
4. These shifts will work fourteen (14) calendar days of 6:00 a.m. to 6:00 p.m. and then rotate to the second shift and work fourteen (14) calendar days of 6:00 p.m. to 6:00 a.m.
5. Each Officer will receive every other weekend off.

Each vacation, personal, incentive, and sick day will be equivalent to twelve (12) hours. This will apply to all accumulated sick time as well. “A day is a day.”

6. Overtime will initiate after twelve (12) hours of each shift and eighty (80) hours in a two week cycle. A work week consists of time worked and contractually earned time expended, with the exception of sick time.
7. Upon mutual consent of both parties a liaison committee may be convened to discuss shifts.
8. An officer may be moved one time per calendar month to a different shift, at the discretion of the police administration, upon no less than forty eight (48) hours prior advanced notice to the officer. The officer may only be moved if the move is necessary to cover a shift that is short due to vacation time, sick time, personal time or any other form of leave time authorized under this contract, and an officer may not be moved merely to supplement regular patrols. An officer may only be moved from day shift to night shift or from night shift to day shift on the same day. Once moved, the officer shall remain on that shift until his/her next day off at which time he/she shall return to his/her normally scheduled shift.
9. The most junior officer (i.e. the officer with the least seniority) hired by the employer after the effective date of this agreement may be moved between all shifts, A through D, at the discretion of the police administration and shall not be limited to being moved only between day and night shift. This officer shall not be entitled to any prior advanced notice of the move. Additionally, this officer may be moved by the police administration as often as the police administration deems fit and without any limitations. This subsection (Subsection 9) shall sunset upon expiration of this Contract but shall remain within the scope of negotiations for any successor agreement.

ARTICLE VIII
SCHEDULE CHANGE

When an employee has his or her work schedule changed without forty eight (48) hours prior written notice, he or she shall be paid two (4) hours allowance at his or her regular hourly rate prior to his or her first hours of work changed by such revision. This allowance shall not apply to changes in the working hours when:

- (a) A member requests the change.
- (b) When a member returns to his or her regular schedule.
- (c) The transferring or detailing of a member to a higher rated job or a transfer made at the member's request.

ARTICLE IX – REQUIRED COURT TIME

Members shall receive compensation for appearance in court and/or before administrative bodies associated with the courts for matters related to the performance of their duties. Members shall be entitled to overtime pay at the rate of one and one-half (1 ½) their regular rate for the hours.

Members shall also receive mileage allowance for traveling to and from court and/or administrative bodies associated with the courts, other than Penns Grove Municipal Court.

No such payment shall be required when such an appearance is made during regularly scheduled duty hours, except mileage allowance, for the use of the member's own car.

Compensation for court time shall be paid in equal semi-monthly installments with the base salary.

Mileage shall be billed at the rate equivalent to the Federal Standard Mileage Rate.

ARTICLE X

BREATHALYZER OPERATION CALL-IN

Whenever an operator is called to administer a Breathalyzer Test while off-duty, he or she shall be paid at the rate of time-and-one-half, with a one-hour minimum. No additional compensation will be due to any on-duty operator.

ARTICLE XI – TRAVELING EXPENSES

All members traveling outside the Borough on official business, at the explicit direction of their supervisor, shall be paid within thirty (30) days for all reasonable expenses incurred in such travel.

The Borough shall endeavor to provide an automobile for such travel except for basic training at the Police Academy. When such an automobile is not provided, the Borough shall pay the member the amount set pursuant to IRS standards on a per mile basis.

ARTICLE XII – VACATIONS

Section 1

All members shall be entitled to the following vacation periods as measured by time and service;

- | | |
|---|------------------------|
| (a) From one to less than four years | Fourteen (14) Days |
| (b) From four to less than eight years | Twenty-one (21) Days |
| (c) From eight to less than fifteen years | Twenty-eight (28) Days |
| (d) From fifteen to less than twenty-five years | Thirty-five (35) Days |
| (e) From twenty-five years and over | Forth-two (42) Days |

Vacation dates shall be selected and posted no later than February 15th or within 30 days upon the date in which the work schedule has been posted by the Chief of Police, whichever is later. Dates shall be determined by seniority within each shift. Only one officer per shift may take vacation time on any one calendar day. Vacations not posted by the aforementioned time period will be at the discretion of the police administration and will only be granted if the vacation does not cause the employer to suffer a financial burden, including, but not limited to, the use of overtime. Once finalized, a copy of the master schedule shall be provided to the FOP. Vacation requests submitted after the aforementioned date shall not be arbitrarily withheld unless they result in a financial burden upon the employer as set forth herein. Once granted, vacations cannot be rescinded; except in emergent circumstances, and regardless of seniority.

Members are entitled to bank up to twenty-one (21) days of vacation maximum and must use these banked days before retiring and may not sell banked days to the Borough. Members may bank vacation days at any time; no minimum amount of service is required. All Officers may take up to seven days vacation as individual days, otherwise vacations may only be taken in one week increments. Officers may use two (2) days vacation as personal days requiring only forty-eight (48) hours notice, which requests shall not be arbitrarily withheld.

ARTICLE XIII – MEDICAL INSURANCE

Section 1 Health Insurance

At the Borough's expense, all members and their families shall be covered by a PPO Plan, effective January 1, 2007 with a Blue Cross/Blue Shield PPO Benefit (80% supplemental and 60% out-of-network), upon appointment to the Borough Police Department. All payments, restrictions, coverage and exemptions shall be the same as the regular Police Plan participation. Officers may elect to increase coverage, to include family plans, at the Officer's additional expense, covered through the Borough's group planning.

Officers may also opt out of the health insurance plan if the officer can provide satisfactory proof to the employer that he/she has alternate health insurance coverage from a different source. In such event, an officer who successfully opts out of the health insurance plan shall receive an additional payment of \$5,000 to be paid over the course of the year with the officer's regular paycheck. If an officer is required to opt back into the health insurance plan, the \$5,000 payment shall be apportioned on a pro rata basis.

Section 2

All members will pay such a percentage of their yearly base salary for medical insurance as required by law.

Section 3 Coverage Upon Retirement

The Borough shall continue to provide paid coverage for all persons retiring from the force with similar coverage when they are declared eligible for pensions, i.e., husband and wife coverage for the life of the pensioner and to continue coverage for the spouse in the event of death of the pensioner. This coverage will continue for the pensioner's spouse until spouse remarries or dies. This coverage shall not apply to any new spouse of the pensioner who the pensioner marries subsequent to his/her retirement.

Section 4 Prescription Plan

The Borough shall provide paid coverage under the prescription and dental plans as set forth under the insurance coverage provided by Blue Cross/Blue Shield of New Jersey, or a comparable plan. Effective June 2003, prescriptions costs will be \$20.00 Brand, \$20.00 Mail Order Brand, \$7.00 Generic and \$7.00 Mail Order Generic.

Section 5

Vision Care Plan

The Borough agrees to continue the same or substantially similar vision care that is in place at the time that this contract has been executed.

Section 6

Reimbursement of Out-of-Network Expense and Co-Insurance

The change in health insurance benefits exposes each Member to an increase of Four Hundred (\$400.00) Dollars for out-of-network expenses, per year for family coverage or (\$200.00) Dollars for out-of-network expense per year single coverage. Should a Member incur such expenses, the Borough shall reimburse that Member 10%, up to Four Hundred (\$400.00) Dollars per year for family coverage or 10%, up to Two Hundred (\$200.00) Dollars per year for single coverage, within sixty (60) days of providing proof of same to the CFO.

Section 7

IRS "Section 125" Plan

The Borough shall provide an IRS Section 125, pre-tax payroll deduction plan commencing January 1, 2011.

ARTICLE XIV – DISABILITY WAGES

Section 1

Sick Time

Any officer with less than 10 years of service with the employer, as of the effective date of this contract, shall receive a sick time bank of sixty (60) days at the beginning of this contract period. Any officer with more than 10 years of service with the employer, as of the effective date of this contract shall receive a sick time bank of one hundred twenty (120) days at the beginning of this contract period. Any officer who accumulates more than 10 years of service with the employer during the term of this contract shall receive an additional sixty (60) days in his/her sick time bank. The initial sick time bank shall only be provided at the beginning of this contract and shall not be granted on a yearly basis or any other milestone. In addition to the initial sick time bank provided to each officer at the beginning of the contract period, all officers shall also accumulate one sick day per month for each month of service, as of the effective date of the contract. In the event that an officer is involved in a job-related injury or illness and the circumstances are not emergent, the officer must visit the Joint Insurance Fund doctor as opposed to going to another facility to be treated. An officer is entitled to workers compensation for on the job injuries, as provided by law. The employer shall supplement the officer's workers compensation payment to such an extent that the officer receives 100% of his/her normal salary during that period of time that the officer receives workers compensation benefits.

In the event an officer is involved in a non-job related injury or illness, the officer may use his/her accumulated sick time while away from work. In such event, the officer shall use one day of sick time for each day missed from work.

Management Clause: As a result of a job-related injury, said injured Officer will have a full medical examination of the injury within five (5) days of the injury-sustaining incident, with a second opinion on that specific injury evaluation within another five(5) days of the initial disabling evaluation. In the event a disability determination is made by the Officer's medical practitioners that is confirmed by the Borough medical practitioners, said injured Officer(s) will make application for a disability pension, with monthly medical updates until final determination, as assisted by Borough Officials for expediency.

Section 2

Catastrophic Illness, Injury of Disability.

In the event an officer, or family member, shall suffer a catastrophic illness, injury or disability which requires the use of more sick time than the officer has in his/her sick time bank, then the officer may make a request of the governing body for additional sick time. Such requests shall be heard by the governing body on a case-by-case basis and shall be subject to the sole discretion of the governing body.

Section 3 **Sharing of Sick Time**

There shall be nothing preventing officers from sharing/willing sick time with each other so long as the employer is notified of such in order to make the proper notations.

ARTICLE XV – LINE DIVISIONS AND PROMOTION

Section 1

Minimum-staffing requirements shall be at the discretion of the employer, but the safety of the Borough's police officers and the public-at-large shall nonetheless remain of paramount concern when determining minimum-staffing requirements.

A. Corporal

Promotion to the position of Corporal shall be based upon the following criteria:

1. Selection shall be made from available uniformed men or women who have completed minimum of three (3) years of satisfactory Police service.
2. Each candidate shall have served in the capacity of "Acting Sergeant" for a minimum of one (1) week during his or her career. The time served in such a capacity need not be consecutive days, but rather may be based upon cumulative days. Notwithstanding, an absence of a Corporal for more than one (1) year, this section shall be deemed void upon appointment of four (4) Corporals.
3. Seniority and merit shall be the deciding actors in selection of eligible candidates.
4. Service shall be deemed satisfactory if an eligible Patrolman has attained satisfactory evaluations during his or her tenure in office. However, such evaluations shall not be deciding factors in the selection of Corporals, but rather a mitigating consideration in such deliberations for any selection.
5. Each Corporal shall serve in a probationary capacity commencing on the date of appointment for a period of six (6) months. At the end of six (6) months, each Corporal, with the approval of the Mayor and Council, shall receive permanent appointments to the position.
6. Each Corporal shall perform the duties prescribed in the rules and regulations to regular patrolmen. In addition, each Corporal shall be responsible for supervising his or her shift, or another shift in the absence of a higher-ranking Officer on that shift. An Officer of higher-ranking capacity shall be considered the Chief, a Lieutenant, a Sergeant or a Corporal whose accumulated service is greater than the other members of the shift.

B. Patrolman First Class. Every Patrolman upon completion of five (5) years of satisfactory Police service shall be eligible for the promotion to the rank of Patrolman First Class.

1. Service shall be deemed satisfactory if an eligible patrolman has attained satisfactory police performance evaluations during his or her tenure in office. However, such evaluations shall not be deciding factors in the selection of Patrolman First Class, but rather a mitigating consideration in such deliberations necessary for any selection.
1. A Patrolman First Class shall perform all the duties prescribed to regular Patrolman in the Rules and Regulations.

C. Appeals

Any officer denied a promotion to Corporal or Patrolman First Class based solely upon a claim on unsatisfactory service due to poor performance reports, may appeal said denial through the normal suspension appeal process. It will be the responsibility of the aggrieved Officer to submit all evidence necessary to refute his or her performance.

D. Appointments

The Chief of Police shall present the Police Committee with all appropriate personnel records of eligible Officers. The Police Committee shall, after review of the personnel records, recommend eligible candidates to the Mayor and Council. Such recommendations shall be based upon the eligibility requirements contained herein. The Mayor and Council shall be responsible for all appointments.

Section 2 Investigators

The regular scheduled work week for Officers assigned to the Investigations Unit shall consist of five (5) consecutive days, Monday through Friday inclusive, and will be scheduled for eight (8) hours per day allowing for an adjusted time period between 8:30 a.m. to 10:00 p.m. Investigator's schedule can be temporarily adjusted on written request to allow for criminal investigations as dictated by assessment of criminal activity.

ARTICLE XVI – CONTINUING EDUCATION

Attendance at Police related schools is encouraged by the Governing Body and staffing requirements will determine scheduling.

Upon completion of any college course pertaining to Police related activity, the Governing Body will reimburse the Member, upon submission of proof of accreditation costs and successful completion thereof, up to Three Hundred (\$300.00) Dollars per semester and up to a maximum of Six Hundred (\$600.00) Dollars per calendar year.

ARTICLE XVII – HOLIDAYS

Section 1

The following schedule of paid holidays is agreed upon for the FOP Members and shall fall on the “observed” date:

- | | | | |
|----|--------------------------|-----|------------------|
| 1. | New Years Day | 6. | Independence Day |
| 2. | Martin Luther King’s Day | 7. | Labor Day |
| 3. | Washington’s Birthday | 8. | Thanksgiving Day |
| 4. | Good Friday | 9. | Christmas Eve |
| 5. | Memorial Day | 10. | Christmas Day |

Section 2

There will be no additional monetary holiday overtime pay compensation for actually working on a holiday; however, officers actually working a holiday will receive four (4) hours straight time pay (bases on an eight (8) hour workday) and sic (6) hours straight time pay (based on a twelve (12) hour workday) for any holiday worked. Monetary compensation shall be paid within the period earned.

There shall be a cash payment for holiday generated compensation time earned in accordance with prior applicable contractual sections for any accrued and unused time upon termination of employment.

ARTICLE XVIII – FUNERAL LEAVE

Section 1

An Officer who is excused from work due to death in his or her family shall be paid his or her regular rate of pay for his or her scheduled working hours excused for a maximum of three (3) scheduled working days, starting on the day of death or on the day following death.

Section 2

A member of the Officer's immediate family shall be limited for the above purpose to father or mother, husband or wife, brother or sister, son or daughter and mother-in-law or father-in-law. No more than three (3) days will be given should more than one death occur in the family within any three (3) day period. No allowance shall be granted in the case where any Member does not attend the funeral of the deceased. Notice of such death must be given to the Officer's supervisor as soon as reasonable possible.

Section 3

A member who is excused from work to attend the funeral of his grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law shall be paid his or her regular rate of pay for regularly scheduled hours of work for up to a maximum of one (1) day. Brother-in-law and sister-in-law are defined as the spouse of the Member's brother or sister and the brother or sister of the Member's spouse. No pay allowance shall be granted in cases where the Member does not attend the funeral of the deceased. The hours paid, but not worked, shall not be used in computing overtime pay for hours worked in excess of the eighty (80) hours in a two week work cycle or twelve (12) hours in any one day. Notice of such deaths must be given to the Member's supervisor as soon as reasonable possible.

Section 4

The Borough shall designate at least three (3) representatives to attend the funeral of another Police Officer, i.e., at least three (3) FOP Members.

ARTICLE XIX – GRIEVANCE PROCEDURE

Section 1 Grievance Defined

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to questions which may arise affecting the terms and conditions of employment. Nothing herein shall be construed as limiting the right of any Employee having a grievance, to discuss the matter informally with any appropriate member of the Department. A grievance is defined as any question or dispute between the Borough and the FOP arising over (1) the interpretation, application or alleged violation of the terms of this Agreement, or (2) any controversy arising out of policies, discipline, or administrative decisions affecting the terms and conditions of employment including the disciplining of any Employee without good and just cause. A grievance may be raised by an individual, a group of individuals or the FOP on behalf of the individual(s). For purposes of this Article, a “business day” is any day which is not a Saturday, Sunday, or a State or federal holiday.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual written consent:

Step 1 Any grievance must be presented, in writing, to his or her **immediate supervisor** (Lieutenant if grievant is a Sergeant) within fifteen (15) business days after knowing of the event or events upon which the claim is based, or else such grievance is deemed waived. The immediate supervisor (or Lieutenant) shall attempt to immediately resolve the matter. If the supervisor (or Lieutenant) does not address the problem to the satisfaction of the grieving party, within ten (10) business days from receipt of the grievance, the grievance shall automatically proceed to Step 2.

Step 2 If not involved as a party to Step 1, the **Lieutenant** shall, upon receipt, attempt to resolve the grievance within ten (10) business days. If the Lieutenant is not able to resolve the matter within this time, the Lieutenant shall forward the matter to the Chief of Police within ten (10) business days of the Lieutenant’s decision or expiration of his time period to make a decision, whichever is earlier.

Step 3 The **Chief of Police** shall, within ten (10) business days of receipt, schedule a grievance meeting. The Lieutenant, FOP representative(s) and the aggrieved party(ies) shall attempt to amicably settle the matter. The Chief shall have ten (10) business days to render a written decision setting forth the reasons therefor. If the aggrieved party(ies) and the FOP do not concur with the Chief’s decision, the Chief shall forward the matter to the Police Committee within ten (10) business days.

Step 4 The **Police Committee** shall conduct a hearing no later than twenty (20) business days from the receipt of the matter from the Chief. Prior written notification for the hearing shall be given to all interested parties. Present for the hearing shall be the Lieutenant, the Chief of Police, FOP representative(s), and affected party(ies). The Police Committee shall make all reasonable attempts to reach a settlement satisfactory to all parties. If the Police Committee is not able to obtain an amicable settlement at that time, it shall, within ten (10) business days, render a written decision setting forth its reasons therefor and serve that decision upon the Chief of Police and the FOP via any reasonable method, and upon the FOP's lawyer via either facsimile or certified mail.

Step 5 **Arbitration**

If the FOP does not concur with the Police Committee's decision, it may, within twenty (20) business days of receipt of the decision, submit a request for binding arbitration. The arbitration proceeding shall be conducted by the New Jersey Public Employment Relations Commission ("PERC") and in accordance with their rules and regulations. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him by the parties or by judicial notice. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States and decisions of the Courts of the State of New Jersey and the United States, where applicable. The arbitrator shall not add to, modify, detract from, or alter in any way the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and the reasons for his decision.

Section 2

If an amicable settlement of the dispute is reached upon mutual agreement of the parties in any of the above steps, it shall be reduced to writing and signed by the respective parties. Any of the time limits contained in this article may be extended by mutual written agreement.

If the employer fails to respond in a timely manner in any step of the grievance procedure, the grievance is automatically resolved in favor of the grievant. If, at any step, the grievant fails to act according to the requirements of this article, the grievance shall be considered abandoned.

An aggrieved member and bargaining unit representative and a reasonable number of witnesses shall be granted reasonable time during working hours to process grievances in accordance with this section without loss of pay or leave time.

The Bargaining Unit Associate and Bargaining Unit attorney must receive written notice of any grievance filed and any responses thereto via either facsimile or certified mail and must have an opportunity to appear with the grievant at all steps of the grievance procedure.

There shall be no requirement to meet in-person at every pre-arbitration level of this process. However, there shall be at least one in-person hearing as defined herein at Steps 3 or 4, above.

ARTICLE XX – SENIORITY

Section 1 Departmental Seniority

Departmental seniority is defined as continuous time served with the Penns Grove Police Department as a full-time law enforcement officer, commencing from date of appointment. Seniority of two or more Officers hired on the same day shall be determined in the following manner:

1. If two or more Officers are hired on the same day and only one has prior Law Enforcement experience, the experienced Officer shall be listed as the most senior.
2. If two or more Officers are hired on the same day and more than one has prior Law Enforcement experience, seniority shall be determined by the length of prior experience.
3. If two or more Officers are hired on the same day and all having no experience, seniority shall be determined by final Police Academy ranking, or based upon any future testing procedure the Borough may instate for selecting inexperienced applicants.

Section 2 Seniority In-grade

Seniority in-grade shall be based upon date of permanent appointment to the rank in question. If one or more than one Officer is appointed to a higher rank on the same day based upon a testing procedure, final test score shall determine seniority. Absent a quantitative evaluation process, department seniority shall be the determinant.

ARTICLE XXI – SHIFT CHANGES, MEAL BREAKS & TRANSPORTING OFFICERS

Section 1 **Shift Changes**

Shift changes and shift assignments are subject to the rights of the person(s) or body having charge of the Police Department to make administrative changes in shift assignments, but are subjected to the New Jersey statutory rights of the Penns Grove Police Officers/FOP.

Section 2 **Picking Up and Dropping Off Officers**

The Borough will permit the use of the Police vehicles to pick up Officers at the beginning of their shift and take them home at the end of their shift, both within the limits of the Borough of Penns Grove and outside the Borough limits within a two mile radius of the Borough borders.

Section 3 **Meal Breaks**

The Borough will permit the following meal breaks:

- (a) 6:00 a.m. to 6:00 p.m. shift, one sixty (60) minute meal and one fifteen (15) minute break
- (b) 6:00 p.m. to 6:00 a.m. shift, one sixty (60) minute meal and one fifteen (15) minute break
- (c) Eight (8) contiguous hour shift between 8:30 a.m. and 10:00 p.m., one forty-five (45) minute meal and one fifteen (15) minute break

Section 4 **Breaks at Residence**

Patrol vehicles will be limited to a two-mile radius of the Borough borders. There is one fifteen (15) minute break offered with each eight (8) or twelve (12) hour tour of duty. Meals will be taken at the Officer's home, if within the two mile radius. Officers are subject to recall. Route 295 Diner, Travaglini's Restaurant at Golden Corners and the Holiday Inn at Golden Corners qualify.

ARTICLE XXII – PERSONNEL RECORDS & FILES

Section 1

The Chief of Police (or Director in the absence of an appointed Chief) shall, in all respects, accumulate and maintain personnel records and files in accordance with the New Jersey Attorney General's Internal Affairs Policy and Procedures. The Chief (Director) shall create and maintain only one personnel file in the name of each Officer. Such personnel file shall be segregated into three separate categories: General Information, Confidential, Evaluations/Training. Internal Affairs (I.A.) records are treated independently.

- a) The General Information Segment shall include:
 - Employee's name, title and position
 - Salary and payroll information
 - Attendance records
 - Schools attended
 - Assignments and promotion records
 - Length of service
 - Final notices of discipline
 - Date of separation and reason
 - Amount and type of pension received
 - Awards, commendations and letters of recognition
- b) The Confidential Segment shall include:
 - All medical related records
 - Psychological reports
 - Financial records
 - Home address and telephone numbers
 - Family information
- c) The Evaluations/Training Segment shall include:
 - Periodic evaluations
 - Training and special schools attended
 - Intra-agency training received and dates attended
 - MV accidents
 - Other personal records

Section 2 Personnel File Maintenance

All such personnel files and records are confidential and shall be maintained in only one location, the Chief's (Director's) office in accordance with New Jersey Law and Borough policy. All personnel files and records

will be carefully maintained and safeguarded permanently. Nothing shall be placed in an officer's personnel file without written notice to that officer, and nothing previously placed in any officer's personnel file shall be removed there from unless done so in accordance with the provisions of this Agreement and upon written notice to the affected officer. Current New Jersey law provides that preliminary and final notices of major discipline must be maintained for a five (5) year period for major, and two (2) years for minor disciplinary actions.

Section 3 **Internal Affairs Records**

Personnel records are separate and distinct from Internal Affairs investigation records. Internal Affairs investigation reports shall never be placed in personnel records. When a complaint has a disposition of exonerated, not sustained, or unfounded, there shall be no indication in the employee's personnel file that a complaint was ever made. In those cases where a complaint is sustained and discipline imposed, the only items to be placed in the employee's personnel file are a copy of the administrative charging form and a copy of the disposition form. No part of the Internal Affairs investigation report shall be placed in the personnel file. Any letters of complaint or alleged violations of rules and regulations may appear in an Officer's Internal Affairs file.

Section 4 **Personnel File Records Inclusions**

Only final notices of discipline may be placed in an Officer's personnel file. A copy shall be made available to him/her. Whenever a Police Department-originated written complaint concerning an Officer's actions is to be placed in the Internal Affairs file, a copy shall be made available to him/her and he/she shall be given an opportunity to rebut if so desired, and any such rebuttal shall be attached to the report on file.

Section 5 **Personnel File Review by Officers**

Upon advance notice and at reasonable times, any Officer may at any time review his personnel file. However, this appointment for review must be made through the Director (or Chief) or his designated representative. Employees shall also be entitled to a copy of any record contained in their personnel files.

Section 6 **File Evaluation**

Personnel files may be used for evaluation purposes by the appropriate authority.

ARTICLE XXIII – DUES & AGENCY SHOP

Section 1 Dues Deductions & Submission

The Borough agrees in accordance with the State Statute, upon receipt of signed authorization cards from Officers, to deduct from the employee's salary the annual dues as prescribed by the Treasurer of the Penns Grove Police Association of Salem County FOP Lodge 6, in equal bi-monthly installments. The FOP will designate to the Borough the portions of the total monthly dues collected to then be forwarded to the Association/FOP Treasurer directly, by the tenth (10th) day of the month following deductions.

Section 2 Agency Shop (Representation Fee)

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the FOP 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 re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the FOP by automatic patrol deduction. The representation fee shall be in the amount equal to eighty-five (85%) percent of the regular FOP membership dues, fees and assessments as certified to the Employer by the FOP. The FOP may revise its certification of the amount of the representative fee at any time to reflect changes in the regular FOP membership dues, fees and assessments. The FOP's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the FOP 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 FOP and the Employer. A copy of the approved "Demand and Return" system shall be provided upon request to all non-members upon their decision not to join the FOP.

Section 3 Indemnification

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

ARTICLE XXIV – SEVERABILITY & SAVINGS

Section 1

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2

Upon written request of either part, the parties agree to meet and renegotiate any provision so affected.

ARTICLE XXV – SUBJECT TO APPROPRIATIONS

Payment under the terms of this Contract shall be considered upon appropriations being made therefore. The Borough shall make all reasonable efforts in good faith to meet its obligations herein.

ARTICLE XXVI – TERM OF AGREEMENT AND AMENDMENT

Section 1

This Contract shall cover the period from 12:00 a.m. January 1, 2014 to 12:01 a.m. January 1, 2018 and shall continue to bind the parties during any period beyond 12:01 a.m. January 1, 2018 until such time as the parties achieve a successor Agreement thereto.

Section 2

It is understood that all terms of this Contract are retroactive to 12:00 a.m. January 1, 2014 unless otherwise specified.

Section 3

Negotiations for the renewal of this Contract, or for the execution of a new Contract, shall begin no later than September 30, 2017.

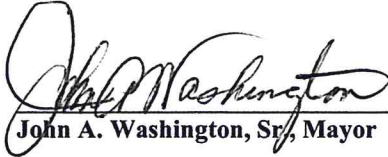
Section 4

This Contract shall not be changed or altered in any way during the Contract term without the written consent of both parties. Any request to reopen negotiations regarding any terms or conditions covered by this Agreement must be based upon a written request of either party, and written consent of the non-requesting party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the Borough of Penns Grove, County of Salem, State of New Jersey on the date specified below:

FOR THE BOROUGH:

FOR THE FOP / ASSOCIATION:




John A. Washington, Sr., Mayor



Anthony Miguez, President

ATTEST:



Sharon R. Williams, Municipal Clerk

Date: August 29, 2014

APPENDIX "A"
SALARY SCHEDULE

	2014	2015	2016	2017
Sergeant	\$91,486.16	\$92,838.16	\$94,190.18	\$95,542.19
Corporal	\$87,552.21	\$88,846.39	\$90,140.27	\$91,434.15
Step 10	\$84,694.23	\$85,945.87	\$87,197.51	\$88,449.15
Step 9	\$76,054.50	\$76,054.50	\$76,054.50	\$76,054.50
Step 8	\$68,666.40	\$68,666.40	\$68,666.40	\$68,666.40
Step 7	\$62,424.00	\$62,424.00	\$62,424.00	\$62,424.00
Step 6	\$57,222.00	\$57,222.00	\$57,222.00	\$57,222.00
Step 5	\$52,020.00	\$52,020.00	\$52,020.00	\$52,020.00
Step 4	\$45,778.00	\$45,778.00	\$45,778.00	\$45,778.00
Step 3	\$40,576.00	\$40,576.00	\$40,576.00	\$40,576.00
Step 2	\$36,414.00	\$36,414.00	\$36,414.00	\$36,414.00
Step 1 (Academy)	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00

APPENDIX "B"

DISTRIBUTION OF OVERTIME

Unless the parties negotiate otherwise, overtime shall be distributed among bargaining-unit members as follows:

1. Shift vacancies on Alpha Platoon shall first be attempted to be filled with personnel assigned to Bravo Platoon, and vice versa. Only in instances when no members of Bravo Platoon are available and willing to work an overtime detail on Alpha Platoon shall a member of Alpha Platoon be called to work overtime to fill a shift vacancy on Alpha Platoon, and vice versa.
2. In all cases and in strict accordance with the foregoing, overtime shall be offered according to seniority—i.e., the most senior officer on the platoon shall be called first, the second-most senior officer on the platoon shall be called second, etc. When an officer declines (or is unavailable) to accept an overtime opportunity that is offered to him in accordance with the foregoing procedure, the overtime opportunity shall be offered to the next senior-most officer on that same platoon (and so on) until the overtime opportunity has been filled or until all officers on that platoon have been offered it.
3. When an officer on a platoon has accepted an overtime opportunity offered to him, the very next overtime opportunity offered to members of that same platoon in accordance with the foregoing procedure shall be offered to the next senior-most officer following the officer who accepted the last overtime opportunity on that platoon (and so on), with this procedure repeating indefinitely.
4. Overtime-availability and overtime-distribution records created and maintained by the employer, including those created by and maintained within the P.O.S.S. system (if that system or any similar computerized system is subsequently adopted by the Borough) shall be made available to the FOP upon demand.