

AGREEMENT

BETWEEN

BOROUGH OF FAR HILLS, SOMERSET COUNTY,
NEW JERSEY
AND

NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION
FAR HILLS, MORRIS-SOMERSET
LOCAL 139

JUNE 13, 2005 THROUGH DECEMBER 31, 2008

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I. AGREEMENT AND RECOGNITION

This agreement is made and entered into effective the first day of January 2005 by and between the New Jersey State Policeman's Benevolent Association, Far Hills, Morris-Somerset Local 139, (hereinafter called "Association"), and the Borough of Far Hills (hereinafter called "Borough"):

WHEREAS, the parties represent as follows:

1. Borough is the Borough of Far Hills in Somerset County, New Jersey.
2. Association is a unit composed of all Far Hills Borough Patrol Officers and Sergeants, and has been duly certified by the New Jersey Public Employment Relations Commission (P E.R.C.) as the exclusive representative for purposes of collective negotiations with the Borough.
3. The Borough and the Association believe that a written employment agreement embodying the terms and conditions of police employment will establish and maintain a harmonious employment relationship and result in efficient services for the benefit of the general public and police officers.

NOW THEREFORE, the parties agree as follows:

II. MANAGEMENT RESPONSIBILITY

- A. It is recognized that the management of the police department, the control of its properties and the maintenance of order and efficiency are solely the responsibility of the Borough. Accordingly, the Borough retains the following rights, except as specifically provided in this agreement, including but not limited to: selection and direction of the force; hiring, suspension or discharge for cause; promulgation of reasonable and binding rules which shall not be inconsistent with this agreement; assignment, promotion, transfer or demotion; determination of the amount of overtime to be worked; relief of employees from duty because of lack of work or funds; determination of the number and location of facilities; determination of the work to be performed, amount of supervision necessary, equipment, methods, schedules, selection, procurement, design, engineering and control of equipment and materials; purchase of services by contract or otherwise.
- B. It is understood that full-time employees will consider their position with the Borough as their primary job. Any outside employment must not interfere with an employee's efficiency in his position with the Borough, constitute any conflict of interest, nor reasonably appear to constitute a conflict of interest. Acceptance of additional or outside employment will require the approval of the Chief of Police.
- C. Employees shall not accept monetary gifts, or any articles or services of value in appreciation, or for any reason in the performance of duty.

III FLEXIBILITY OF ASSIGNMENT

Police officers, regardless of regular assignment may be re-assigned by the Police Chief to perform any duty related to their profession as police officers.

IV. SENIORITY

- A. Seniority as defined to mean the accumulated length of continuous service with the Police Department, computed from the day of hire.
- B. Should a lay-off occur, employees within a given rank shall be laid off in reverse order of seniority. That is, the least senior employee will be laid off first, the most senior employee last. Recall will be in the reverse order of lay-off. Recall rights shall terminate twenty-four (24) months from the date of lay-off.

Notice of recall will be made by the Borough by telegram or certified mail RRR to the employee's last home address of record. It is the responsibility of the employee to keep the Borough informed of his/her current address.

Within twenty-four (24) hours of receipt of the recall notice, the employee shall notify the Borough if he/she intends to return to work, and shall actually return to work within fifteen (15) days of receipt of the notice of recall. Failure to respond as provided in this paragraph will result in loss of seniority, and the employee will be considered to have voluntarily resigned.

The Borough will not hire new employees while there are employees on the recall list qualified to perform the duties of the position to be filled, unless such employees on recall refuse to accept such employment. An employee recalled to a position with a lower salary rate than his/her previous position may refuse such position and remain eligible for recall.

- C. A police officer's length of service shall not be reduced by time lost due to authorized leave of absence, for bona fide illness or injury certified by a physician not in excess of one (1) year.
- D. Authorization for a leave of absence is subject to the approval of the Chief of Police and the Borough Council. A police officer on a leave of absence for a period of one (1) year or less, or military leave for the initial enlistment period shall return without any loss of seniority.

V. PROBATIONARY EMPLOYEES

- A. Newly hired police officers shall remain probationary until after completion of six (6) months of service from the date of completion of police academy training. Newly hired police officers already possessing a Police Training Commission Certificate shall remain probationary for a period of six (6) months from their date of hire. Upon completion of said period such police officer shall obtain seniority status from the date of hire.
- B. Police officers shall not have seniority rights during said probationary period and their employment may be terminated at any time at the sole discretion of the Borough Council. Discharges during the probationary period will not be subject to any grievance or discipline provision of this Agreement.

VI INTERRUPTION OF EMPLOYMENT

- A. It is recognized that the need for continued and uninterrupted operation of the Borough's departments and agencies is of paramount importance to the citizens of the community and that there should not be interference with such operation.
- B. The Borough recognizes that police officers have never contemplated any strikes, slowdowns, or job action, nor would they contemplate such action.
- C. Police officers recognize that the Borough is interested in amicably resolving any differences or disputes concerning terms and conditions of employment.

VII. HEALTH PROGRAM

- A. The Borough shall maintain all present or comparable hospital and medical insurance programs of which officers are presently beneficiaries.

It is understood that the Borough's present hospital and medical insurance carrier has recently offered a dental insurance plan to its participating employers. The Borough agrees to provide this coverage to members of the Association on the condition that the members pay 50% of the premium costs.

- B. If, for some reason, a police officer does not wish to be covered by said insurance programs, he shall not be entitled to receive the cash equivalent in lieu of the premium.
- C. If the Borough adopts a more comprehensive group hospital or medical insurance program and if a program is developed for other Borough employees, it shall automatically apply to Borough police officers.
- D. The Borough shall provide for annual physical examinations for all members covered herein. Inclusive of the physical will be AIDS testing and other preventative medicine vaccines as required by OSHA. The physicians will be of the officer's choice.

VIII. UNIVERSITY/COLLEGE CREDITS

The Borough shall provide for a college incentive program as follows:

- A. Officers proposing to enroll in college courses under this program shall submit to the Chief of Police, in advance, a request which will include course or degree program description, required text lists to the extent known, and any other relevant information regarding expenses. Requests approved by the Chief of Police will be forwarded to the Borough Council for approval. The Borough will reimburse members for approved expenses.
- B. Should a member wish to pursue a college degree program, he/she will be required to be enrolled in coursework each year.
- C. Courses must be law enforcement related or a required course within a program leading to a criminal justice degree at an accredited college or university.
- D. The Borough will pay the costs of tuition (limited to a maximum rate equal to the State University rate), and required textbooks and required costs for such approved courses.
- E. The officer must achieve a minimum grade of C or passing in order to be eligible for reimbursement.
- F. In addition to the reimbursement for course related costs described in paragraph D above, officers shall receive stipends for completed coursework at accredited institution of higher learning as follows, whether the work was completed prior to or during employment with the Borough of Far Hills:
 - sixty (60) hours in an approved curriculum - \$500
 - one hundred twenty (120) hours or a Bachelor's degree (including non-law degrees accomplished on one's own) - \$1000
 - Master's degree - \$1500
- G. An officer who has served at least four (4) years on active duty in the military shall receive a stipend of \$500. This stipend will be paid to the officer only if he is receiving no educational stipends as provided in paragraph F above.

IX. OCCUPATIONAL INSURANCE

The Borough shall maintain standard insurance policies insuring against false arrest, malicious prosecution and liability for acts and omissions within the scope of police employment in sufficient amounts as determined by the Borough Council.

X CLOTHING ALLOWANCE

- A. Newly hired police officers shall be entitled to an initial clothing allowance for the necessary clothes and equipment as provided in subsection F herein.
- B. Police officers shall receive services for maintenance and cleaning of police clothing at a designated facility as determined by the Chief of Police.
- C. Police officers shall be entitled to an annual credit in the amount of \$850.00 for the purchase of police clothing, shoes and furnishings. All purchases shall require approval by the Chief of Police. The Borough shall make requisite payments to the supplier.
- D. In special cases of clothing damage sustained in the performance of official duties, the Police Chief may authorize replacement of the damaged articles at the Borough's expense.
- E. All full time officers shall have issued to them a soft body armor vest which will be worn during on-duty hours. Vests will be replaced on their respective expiration dates. Each officer shall have discretion with respect to the brand of vest he/she will wear. The Borough will bear the cost of the vest up to a maximum of \$800.00. Costs in excess of \$800.00 will be the responsibility of the officer.
- F. The Borough shall supply newly hired officers with the following uniform/equipment allotment:

Shirts

- 2 long sleeve
- 2 short sleeve
- 2 polo shirts/French Blue

Pants

- 2 dress (1&1/2 inch French Blue wool stripe)
- 2 BDU (1&1/2 inch French Blue wool stripe)

Belts and accessories

- 1 pant belt
- 1 accessory duty belt
- 1 holster
- 1 handcuff case
- 1 pair handcuffs
- 1 ammo pouch
- 4 belt keepers
- 1 buckle

Badges

- 2 Breast badges (Everson & Ross, Model M-201)
- 1 hat badge

- Shoes
 - 1 pair dress (boots if desired)
- Hats
 - 1 duty hat
 - 1 rain cover
- Raincoat
 - 1 full length reversible
- Miscellaneous Accessories
 - 2 nameplates
 - 2 ties (clip-on)
 - 1 tie clip
 - 1 aluminum clipboard
- Vest
 - Traffic Safety Vest/Police
- Bulletproof vest
 - To be supplied upon graduation from academy per contract.

Officers who will be attending an academy shall have an appropriate allotment to include academy uniforms and attire as required by the particular academy.

- G. In the event an officer is assigned to the position of detective, that officer will keep a full and complete uniform as per the Standard Uniform and Appearance Policy. Officers assigned to the Detective Bureau may use their uniform allowance to purchase civilian clothes to wear on duty, with the approval of the Chief of Police.

XI. OVERTIME AND WORK CYCLE

Work cycle and overtime compensation shall be governed by the Fair Labor Standards Act, in the absence of any other agreements between the Borough and its police employees. Such an agreement may be made without reopening contract negotiations

Overtime shall be calculated at time and a half (1 ½) the officer's standard hourly wage Overtime shall take effect when the officer works beyond twelve continuous hours or time not part of the officer's regular work schedule.

Overtime, in the event of availability, will be offered to the full-time officers in the order of seniority, except that no officer may work more than eighteen hours continuously in any calendar day. If the available overtime includes duty that would constitute working during the nineteenth hour, or the officer becomes able to work the overtime, the availability will be offered in the order of seniority as previously done. Exceptions to the nineteenth hour rule may be created at the discretion of the Chief of Police during times, which he deems warrant a waiver.

Overtime accrued due to being called in by the duty officer will result in a minimum of two (2) hours pay, unless it precedes a scheduled shift. Overtime will cease upon the start of the scheduled shift.

XII. SPECIAL DUTY

Special duty is Police work provided to outside requestors. Such outside requestors contract with the Borough for the services and pay for them on an hourly basis. Members will be compensated for this work at the rate of \$50.00 per hour, and will be paid for the work performed at the next regular payday.

XIII. BEREAVEMENT

Employees shall be granted three (3) working days of bereavement time with pay upon the death of an immediate family member. Immediate family shall be defined to include spouse, children, stepchildren, parents, sisters, brothers and parents-in-law. Said time off shall be consecutive and, together with intervening time off, shall include the day of the funeral.

In the case of a member of an employee's secondary family, i.e. relations by blood or marriage other than immediate family, the Chief of Police may grant appropriate time off as needed by the employee to attend the funeral.

XIV. SALARIES

- A. Salaries for employees covered by this agreement are set forth in Appendix A. Step increases, with the exception of employees completing their probation period, as noted below, will take place on January 1st of each year.
- B. Newly hired officers who have not completed the training required for Police Training Commission certification will be paid at one-half the Level 1 pay. At the completion of the training, such officers will receive the full Level 1 salary for the duration of his/her probation period. Upon successful completion of probation, officers shall move to Level 2.
- C. Those officers who successfully complete probation prior to July 1 in the year will move to Level 3 on the next following January 1. Those who successfully complete probation after July 1 will move to Level 3 on July 1 of the following year. After that, level increases will be made on January 1 of each year.
- D. The following stipends shall be paid in addition to salary and paid during the first pay period in November of each year:
 - 1. For officers holding a valid Emergency Medical Technician card - \$120.00.
 - 2. For officers assigned to the Detective Bureau - \$1050.00.
 - 3. For officers assigned as Firearms Instructors - \$550.00.
- E. The rate of pay for Sergeants shall be six per cent (6%) higher than Level 6.
- F. The Borough reserves the right to hire Police Training Commission certified officers at any rate of pay within the patrol officer levels shown in Appendix A.

XV. PERSONAL TIME OFF

- A. Members shall receive 36 hours of personal time off each year which shall not be cumulative.
- B. It is recognized that members who work on a twelve (12) hour shift schedule will work one hundred four (104) hours more per year than the 2080 hours which would result from a standard forty (40) hours per week schedule. The Chief of Police shall arrange for such members to receive one hundred four (104) hours off during the course of the year in order to compensate the officers for the extra hours worked.

Members who work the twelve (12) hour shift for only a portion of the year shall receive a pro-rata number of hours off for this purpose.

- C. Except for annual vacation or bereavement leave, this article provides for the total number of hours off granted under the terms of this agreement. The parties agree that any previous time off that might have been owed whether under this agreement or under any prior agreement are waived.

XVI. SICK TIME

There will be no set limit on the amount of sick days an officer may have. Sick Days will be taken entirely on the honor system. If an officer is sick for a period of three (3) days or more, a note will be required from a physician verifying the officer's illness. Notification of a sick day must be made known to the Chief of Police or acting supervisor prior to the commencement of the tour of duty based upon the circumstances of the illness. Sick leave shall be defined as the time needed for a non-work related illness or injury.

XVII. DISABILITY

The Borough shall be required to maintain an active disability plan for all said members. Members will receive full pay while on sick time. Any disability compensation paid to the officer shall be signed over to the Borough.

XVIII. COURT TIME

- A. The Borough shall pay officers required to attend any and all court or other proceedings, whether civil or criminal, which arose from on-duty activities, at a rate of one and one half times the officer's hourly rate, with a minimum of three hours to be paid. In such cases, the Chief of Police may require that the officer work the three-hour minimum.
- B. This section shall not apply to any court proceeding scheduled during an officer's regularly scheduled shift. Officers attending court during a regularly scheduled shift shall remain in the court until such time as they are no longer required to be there. Time spent in court beyond the regularly scheduled shift shall be compensated for at the overtime rate.
- C. The section shall not apply to any officer who is attending any proceeding against him, whether it be in court or in a disciplinary setting.
- D. Officers attending court in an on-duty status will remain on the clock at a rate of time and one half of the officer's hourly rate, until such time that he is no longer required to be in court.

XIX. VACATIONS

- A. Except as provided in sub-paragraph 1 below, all full-time employees in the bargaining unit hired after January 1, 2005 shall be eligible on January 1st in each calendar year for vacation with pay on the following basis:
1. In the calendar year in which the employee is hired: eight (8) hours of vacation for each month of completed service prior to July 1, up to a maximum of forty (40) hours.
 2. Effective on January 1st of the calendar year following the year in which the employee is hired: eight (8) hours of vacation for each month of completed service prior to July 1 of that year up to a maximum of eighty (80) hours. Should the employee leave the employ of the Borough prior to July 1st of that year, pay for vacation hours which exceed the number earned shall be deducted from his/her final paycheck.
 3. Thereafter up through five (5) years of consecutive service: eighty (80) hours.
 4. Six (6) through ten (10) years of consecutive service: one hundred twenty (120) hours, beginning in the calendar year in which the sixth (6th) anniversary of employment occurs.
 5. Eleven (11) through fifteen (15) years of consecutive service: one hundred sixty (160) hours, beginning in the calendar year in which the eleventh (11th) anniversary of employment occurs.
 6. Sixteen (16) through twenty (20) years of consecutive service: two hundred (200) hours, beginning in the calendar year in which the sixteenth (16th) anniversary of employment occurs.
 7. Beginning in the calendar year in which the twenty-first (21st) anniversary of employment occurs, eight (8) additional hours for each consecutive year of service over twenty (20) up to a maximum of two hundred forty (240) hours.
- B. No employee shall be entitled to use vacation time until completion of six months of service.
- C. Not more than forty (40) hours of vacation accrued but not taken shall be carried over to the next calendar year. Carried over hours must be used by March 31 of the following year or they will be forfeited.
- D. All full-time employees in the bargaining unit who were hired prior to January 1, 2005, shall be eligible on January 1st in each calendar year for vacation with pay

on the following basis:

1. Effective on January 1st of the calendar year following the year in which the employee is hired: twelve (12) hours of vacation for each month of completed service prior to July 1 of that year up to a maximum of one hundred twenty (120) hours. Should the employee leave the employ of the Borough prior to July 1st of that year, pay for vacation hours which exceed the number earned shall be deducted from his/her final paycheck.
 2. Thereafter up through five (5) years of consecutive service: one hundred twenty (120) hours.
 3. Six (6) through ten (10) years of consecutive service: one hundred eighty (180) hours, beginning in the calendar year in which the sixth (6th) anniversary of employment occurs.
 4. Eleven (11) through fifteen (15) years of consecutive service: two hundred forty (240) hours, beginning in the calendar year in which the eleventh (11th) anniversary of employment occurs.
 5. Sixteen (16) through twenty (20) years of consecutive service: three hundred (300) hours, beginning in the calendar year in which the sixteenth (16th) anniversary of employment occurs.
 6. Beginning in the calendar year in which the twenty-first (21st) anniversary of employment occurs, twelve (12) additional hours for each consecutive year of service over twenty (20).
- E. No employee shall be entitled to use vacation time until the completion of six months of service.
- F. Not more than sixty (60) hours of vacation accrued but not taken shall be carried over to the next calendar year. Carried over hours must be used by March 31 of the following year or they will be forfeited.

XX. HOLIDAYS

Each employee shall be entitled to the benefits of twelve (12) holidays as follows:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Such holiday benefit shall take the following form:

- a. Each employee will normally work a shift on his scheduled holidays.
- b. Payment for twelve (12) holidays will be at a rate of time and one half and shall be incorporated into the base pay.
- c. An officer scheduled on twelve (12) hour shifts will be paid for a twelve (12) hour holiday.
- d. An officer scheduled on eight (8) hour shifts will be paid for an eight (8) hour holiday.

Officers wishing to take time off on a holiday will submit a time off request just as for any other normally scheduled shift.

XXI. TRAVEL ALLOWANCE

Every effort will be made for an officer to use a Borough vehicle while performing any police business or function, authorized by the Chief of Police.

However, whenever an officer is required or directed to utilize private transportation for authorized police business, the employee will be reimbursed by the Borough at the state sanctioned rate for that particular year, per mile for distances actually traveled between the school/assignment and police headquarters or the officer's home as the case may be, plus parking and toll fees.

XXII. GRIEVANCE PROCEDURE AND ARBITRATION

- A. Definition. A grievance shall be defined as a complaint by an employee that, as to him or her, there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement and/or general practices in effect in the Borough of Far Hills.
- B. Presentation of Grievances: In the presentation of a grievance, the grievant shall have the right to present his or her own appeal or to designate a P.B.A. representative to appear with him/her. There shall be no loss of pay for the time spent in presenting the grievance by the grievant, through the grievance procedure. Time limits under this process may be extended by mutual agreement of the parties.
- C. Procedure: The following shall constitute the method for resolving of grievances between the parties covered by this Agreement:

Step One:

The grievant shall institute a grievance by preparing a written description of the disputed action, signing same, and delivering it to the Chief of Police within ten (10) calendar days after he/she would reasonably be expected to know of the occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

The Chief of Police shall review the facts underlying the grievance with the employee within ten (10) days of receipt of the grievance and render a decision, in writing, within ten (10) calendar days after meeting with the grievant.

Step Two:

In the event the Chief of Police fails to render a written decision within said ten (10) days or if satisfactory settlement has not been reached within that period, the grievant may, in writing, file a Request for Step 2 with the Personnel Officer within (10) days following the determination in Step 1. The Request shall be accompanied by a copy of the original grievance and a copy of the Police Chief's written response.

The Personnel Officer shall review the facts concerning the grievance and shall meet with the employee as he/she deems appropriate. The meeting with the employee shall occur within ten (10) days after receipt, by the Personnel Officer, of the request for Step 2. The Personnel Officer shall render a decision, in writing, within fifteen (15) days of the meeting with the employee. A copy of his/her decision shall be provided to the grievant and the Chief of Police. This decision shall be final in all cases except where a violation of this Agreement is alleged.

Step Three:

In the case of an alleged violation of this Agreement, should the grievant not be satisfied with the decision of the Personnel Officer, he/she shall have, with the approval of the P.B.A., fifteen (15) days from the date of said decision to file a request for binding arbitration.

An arbitrator shall be chosen from a panel submitted by the Public Employees Relations Commission, in accordance with its procedures. However, no arbitration shall be scheduled sooner than thirty (30) days after the decision of the Personnel Officer. The arbitrator shall be limited to consideration of the issues presented and shall have no authority to make changes to this Agreement or any wage rates. The decision shall be in writing and shall set forth the arbitrator's findings of fact, conclusions regarding the issues presented, and the reasons for those conclusions. The decision shall be final and binding on all parties.

The cost of the services of the arbitrator shall be borne equally by the Borough and the P.B.A. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be borne equally.

XXIII. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of police officers in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is (or may be) subject to collective bargaining. 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. Any prior commitment or agreement between the Borough and the Association or any individual employee covered by this agreement is hereby superceded.

XXIV. SEVERABILITY

In the event that any provision of the agreement made between the parties shall be found by a court or administrative agency of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

IN WITNESS WHEREOF, the Association and the Borough have executed this agreement on the thirteenth day of June 2005.

**NEW JERSEY STATE POLICEMAN'S
BENEVOLENT ASSOCIATION FAR
HILLS, MORRIS-SOMERSET
LOCAL 139**

BOROUGH OF FAR HILLS

By: _____

By: _____

Sgt. Thomas Kozak

Mayor Carl J. Torsilieri

APPENDIX "A"

SALARIES

LEVEL	EFFECT 1/1/05	EFFECT 1/1/06	EFFECT 1/1/07	EFFECT 01/01/08
6	74,876	77,871	80,986	84,225
5	71,881	74,756	77,746	80,856
4	68,885	71,640	74,506	77,486
3	65,890	68,526	71,267	74,118
2	62,895	65,411	68,029	70,748
1	59,900	62,296	64,788	67,380

SERGEANTS

	79,369	82,543	85,845	89,279
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