

MEMORANDUM OF AGREEMENT

The Borough of South River ("Borough") and the South River PBA Local 62 ("PBA"), hereby agree to this Memorandum of Agreement, dated May 4, 2010, with respect to a successor collective bargaining agreement between the parties. This agreement is subject to ratification of the parties. The parties agree to recommend ratification of this agreement to their respective membership (the Borough Council and PBA members, respectively).

The terms of the Memorandum are as follows:

1. The term of the successor agreement shall be from January 1, 2010 to December 31, 2012.
2. All terms of the existing contract shall remain in full force and effect, except as modified by this Memorandum.
3. The parties shall mutually create and agree upon a successor collective bargaining agreement from the terms of this Memorandum.
4. **ARTICLE I**
Correct the typo in paragraph A, which shall read, "Article I, Section B."
5. **ARTICLE II**
Eliminate class action grievance in language in paragraph B and clarify the timelines that Step 2 grievance shall be submitted 10 calendar days after response at Step 1; and Step 3 grievance shall be submitted 10 calendar days after response at Step 2; and arbitration shall be requested by either party within 30 calendar days of response at Step 3.
6. **ARTICLE III**
Separate first sentence in paragraph D into two sentences.
As follows; "The decision of the Arbitrator shall be final and binding." "He shall have the authority to interpret and apply the provisions of this Agreement."
7. **ARTICLE V**
Modify paragraph B.5. to provide that officers are subject to disciplinary action up to and including dismissal for refusing to answer questions or knowingly providing false answers.

8. **ARTICLE VI**

Modify last sentence of paragraph A to read "state statute." Clarify paragraph E to state that PBA president receives one (1) day per month.

9. **ARTICLE XI**

The word "be" will be spelled correctly in second sentence of paragraph B.

10. **ARTICLE XIII (Effective upon ratification of the contract)**

- A. All call out and court time will be increased to a minimum guarantee of 3 hours.
- B. XTO will be increased to 96 hours and shall be granted based on manpower availability. Eliminate the requirement for two (2) day notice for use of XTO.
- C. Standby pay for detectives will be increased to 12 hours when a detective is required to be on standby for 3 days (Saturday, Sunday and Monday) or when a holiday falls on a Friday or Monday. Detectives will receive 16 hours of standby pay when required to be on standby for 4 days (Friday, Saturday, Sunday and Monday).

11. **ARTICLE XIV (Salary and Longevity)**

Wages

- A. Wages shall be increased across the board as follows: 1/1/10 – 3%; and 1/1/11 – 1.5%. Effective January 1, 2012, the 10th year step will be adjusted to \$91,000; officers not at the 10 year step will receive a 1.5% on 1/1/12.
- B. Effective January 1, 2010, 15th year step will become the 10th year step (i.e. top pay).
- C. Effective January 1, 2010, \$1,000 will be rolled into the 10th year base pay step only after the percentage increase is calculated.
- D. The new salary guide is attached hereto as Exhibit A.

12. **ARTICLE XVI**

Health and Insurance Benefits

- A. Modify A.1. to reflect that health benefits are provided through State Health Benefits Plan.
- B. Add new section to Article:
Effective January 1, 2011, all PBA members will contribute 1.5% of their base salary towards the cost of health insurance premium, which shall continue in full force and effect in 2012 at the rate of 1.5% of base salary.

C. Add new section to Article:

In the event of death of an officer, either on-duty or off-duty, while employed for the Borough, all accumulated sick days (subject to the limitation in Article XIX), earned vacation, personal and XTO days shall be paid to the officer's beneficiary.

13. **ADD NEW ARTICLE FOR BI-LINGUAL SPEAKING PATROL OFFICERS AND DETECTIVES (Effective 1/1/2011)**

The new article will read as follows:

Patrol Officers and/or Detectives who pass a test for Spanish and/or Portuguese as a second language and receive State Certification shall be entitled to receive an additional six (6) days off of work per year with pay and shall be utilized so long as it does not cause overtime (*Days will be front loaded at the start of each year). Patrol Officers and/or Detectives with Spanish/Portuguese speaking certification can be assigned to any shift by seniority by the Chief of Police, so long the Chief is able to show the requirement(s) for a Bi-Lingual Patrol Officer.

14. **ARTICLE XVIII (Effective 1/1/2011)**

Clarify that if an officer assigned to the patrol division wants a holiday off in conjunction with vacation picks, he/she will have to use a vacation day. This requirement does not apply to detectives and PBA members assigned to administration working a 5-2 schedule, who may utilize the holiday in conjunction with their respective vacation picks.

15. **ARTICLE XIX**

A. In paragraph A, define office's family as spouse, child, step-child, parent, step-parent or any other blood relative residing with the officer.

B. Eliminate reference to drug addiction in paragraph E.2.

C. Clarify in paragraph F that the third opinion shall be binding.

D. Combine paragraphs V. and W. that employees shall be permitted to accumulate sick leave, which shall be paid upon death or retirement up to a maximum of 180 days, not to exceed the New Jersey State statute or \$20,000.00, which ever is less.

16. **ARTICLE XX**

Include stepchild and stepparent in the 4 day bereavement clause and clarify that the 4 calendar days of bereavement means 4 consecutive days of work.

17. **ARTICLE XXI (Effective 1/1/2011)**

Personal days shall be modified as follows:

Officers with 1-5 years of employment: 3 personal days

Officers with 6-15 years of employment: 4 personal days

Officers with 16 years and above: 5 personal days

18. **Article XXII**

Beginning January 1, 2010 any patrol officer ten (10) years or above will roll \$1,000.00 of their clothing allowance into their base salary. Ten (10) years or above will get \$500.00 clothing allowance in each year of 2010, 2011, and 2012. All officers under ten (10) years of service will get \$1,500.00 in clothing allowance in 2010, 2011, and 2012. Once an officer begins their tenth (10th) year of service \$1,000.00 of their clothing allowance will be rolled into their base salary and they will get \$500.00 of clothing allowance in each additional year.

19. **ARTICLE XXIX**

Probation for new hires shall be 1 year after completion of the Academy, or for officers hired with a Class A Certification, 1 year from hire date.

20. **ARTICLE XX**

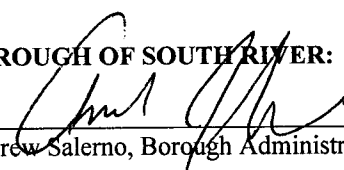
Duration

Modify this Article to reflect that Agreement becomes effective January 1, 2010 and will continue through December 31, 2012.

Exhibit A (Salary Guide)

Patrolman	2010	2011	2012
After 10 th year	\$83,900.00	\$85,159.00	\$91,000.00
After 5 th year	\$81,267.00	\$82,486.00	\$83,723.00
After 4 th year	\$73,351.00	\$74,452.00	\$75,568.00
After 3 rd year	\$65,936.00	\$66,926.00	\$67,930.00
After 2 nd year	\$58,525.00	\$59,402.00	\$60,293.00
After 1 st year	\$51,110.00	\$51,877.00	\$52,655.00
Start	\$42,699.00	\$43,340.00	\$43,990.00

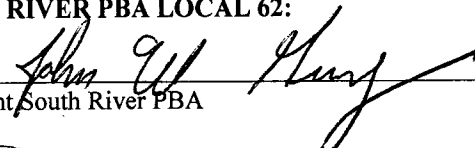
BOROUGH OF SOUTH RIVER:


Andrew Salerno, Borough Administrator

Date

May 10, 2010

SOUTH RIVER PBA LOCAL 62:


President, South River PBA

Date

05.10.2010


South River PBA Representative

Date

05.10.2010