

PREAMBLE

THIS AGREEMENT, made and entered into on the 23rd day of January 2006 by and between the BOROUGH OF BERNARDSVILLE, in the County of Somerset, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Borough"), and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 365, (hereinafter referred to as the "PBA"), represents the complete and final understanding on all bargainable issues between the Borough and the PBA.

ARTICLE I

RECOGNITION

- A. The Borough recognizes PBA, Local No. 365 as the representative for the purposes of collective negotiations of all Sergeants and Lieutenants employed by the Police Department, but excluding Special Police, Dispatchers, and all other employees of the Borough of Bernardsville.
- B. The titles of Sergeants and Lieutenants shall be defined to include the plural as well as the singular, shall include males and females and are synonymous with the word employees.

ARTICLE II

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. To 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 for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, 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 the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40, R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III

TRAVEL ALLOWANCE

- A. In the event an employee is required and directed to utilize private transportation to or any authorized business, then the employee shall be reimbursed by the Borough at the rate of thirty (\$.30) cents per mile.
- B. If an officer is attending a class lasting more than one day at a location no farther from the Borough than the State Police Academy at Sea Girt, and the officer is required to make a round trip back for a job-related purpose (including attendance at school) the Borough will pay mileage for private transportation at the above rates.

ARTICLE IV

NO-STRIKE AND NO-LOCKOUT PLEDGE

- A. During the term of this Agreement, the PBA agrees on behalf of itself and insofar as is legally possible on behalf of each its members that there will be no strike of any kind and the Borough agrees that it will not cause any lockout.
- B. The PBA covenants and agrees that neither the PBA nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other illegal job action against the Borough. The PBA agrees that such action would constitute a material breach of this Agreement.
- C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any PBA member shall entitle the Borough to invoke any of the following alternatives:
 - 1. Withdrawal of PBA recognition;
 - 2. Withdrawal of dues deduction privileges (if previously granted);
 - 3. Such activity shall be deemed grounds for termination of employment of such employee or employees.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough or the PBA in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by either party.

ARTICLE V

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a court or other 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 VI

NON-DISCRIMINATION

- A. There shall be no discrimination by the Borough or the PBA against employees on account of race, color, creed, sex or national origin.
- B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the PBA or because of any lawful activities by such employees on behalf of the PBA. The PBA, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the PBA.

ARTICLE VII

DEDUCTIONS FROM SALARY

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the PBA. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e as amended. Said monies together with records of any correction shall be transmitted to the PBA by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the PBA advising of such change deduction.
- C. The PBA will provide the necessary "check-off authorization" form and the PBA will secure the signatures of its members on the forms and deliver the signed forms to the Borough Administrator. The PBA shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the PBA to the Borough or in reliance upon official notification on the letterhead of the PBA and signed by the President and Secretary-Treasurer of the PBA advising of such changed deduction.

ARTICLE VIII

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and full understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. 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 times 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 IX

EMPLOYEE RIGHTS

- A. The employees covered by this Agreement will have all of the rights granted under this contract.
- B. In the event of mutually scheduled meetings at times and places agreeable to both parties to this Agreement, the Borough shall permit two (2) representatives of the Association if on duty to conduct grievance conferences, negotiating sessions and hearings during the business day at no loss to regular straight-time pay.
- C. The Borough shall permit a delegate and two (2) alternates to attend a State PBA convention without loss of regular pay pursuant to State law. The PBA shall provide the Borough thirty (30) days notice of the names of such delegates. If within thirty (30) days prior to the convention, for any reason a delegate is unable to serve, the PBA shall not be allowed a substitute designee.
- D. A bulletin board shall be made available by the Borough in the police department locker room for the use by the PBA. Only material authorized by the signature of the PBA President or an authorized representative (whose name shall be provided in writing to the Department Head upon the execution of this Agreement) shall be permitted to be posted, on such board.
- E. Employees shall receive five (5) days notice of a change in shift assignment or duty assignment, except in the event of emergency as defined by N.J.S.A. 40A:14-134. If a change of chart pattern occurs which effects more than half of the contractual personnel, and the change is not required by unexpected termination or long-term unavailability of one or more personnel, fifteen (15) days notice will be required.

- F. No employees shall be disciplined, discharged or reduced in rank or compensation without just cause.
- G. The State delegate of the PBA shall be permitted to attend monthly State delegate meetings at no loss of pay on the following schedules:
 - 1. If the delegate is scheduled to work the 7:00 P.M. to 7:00 A.M. shift, he shall be released from duty at 4:00 A.M.
 - 2. If the delegate is scheduled to work from 7:00 A.M. to 7:00 P.M. shift, he shall receive the day off.

ARTICLE X

COLLEGE INCENTIVE PROGRAM

- A. The Borough has adopted in Ordinance No. 471, as supplemented and amended, certain requirements for promotion in rank including the attainment of certain college credits in order to qualify for eligibility.
- B. The Borough recognizes the value of education in enabling the professional police officer to better carry out his duties and responsibilities.

The following standards are established:

1. Notwithstanding anything to the contrary contained within this Agreement, the parties agree that an employee upon attaining Grade I shall be compensated at the rate of \$12.00 per credit earned to a maximum of \$1,440.00. Effective January 1, 2003, this payment shall be increased to \$18.00 per credit earned to a maximum of \$1,800.00. This payment shall be rendered on an annual basis commencing January 1, 2004, and each succeeding January 1.
2. Payment for credits earned shall be included as part of the employees annual base salary and provided within the employee's regular periodic paycheck (Example: \$1,800.00 shall be divided into twenty-six (26) regular bi-weekly pays and given to the employee as part of the employee's regular base salary.)
3. Forty-five credits or an Associates Degree from an accrediting junior college, college or university are required for attaining patrolman Grade I.
4. Promotion to Sergeant, Lieutenant, or higher grade shall require either of the following:

- (a) for Sergeant, ninety (90) credits and Lieutenant, one-hundred twenty (120) credits, or
- (b) Bachelors Degree in Police Science, Public Administration, Public Safety, Criminology, Sociology or any degree related to the performance of public duties.

C. For a student who has matriculated in a program to achieve a degree as listed above, tuition and book reimbursement will be granted for any course which is required to obtain such a degree. There shall be no reimbursement for courses beyond a Bachelors Degree. The Police will cooperate in securing reimbursement under the State Law Enforcement Planning Act, or the Federal Law Enforcement Education Program.

ARTICLE XI

CLOTHING ALLOWANCE

- A. Effective for this contract, a clothing allowance shall be paid on the following basis:

ALL OFFICERS - \$1,300.00 PER YEAR

- B. Bulletproof vests shall become standard issue for all new officers upon hiring. The Borough agrees to replace three (3) bullet proof vests per year for our officers. The Borough mandates that the vests have ballistic capabilities of at least Threat Level II. The Borough agrees to pay the state contract price for the above mentioned vests, and if the officer wishes to exceed the style listed above, he will be responsible for the additional cost above the state contract price.

ARTICLE XII

SICK LEAVE

- A. Part-time and full-time temporary employees and non-staff are not eligible for sick leave benefits under this Article.
- B. A certificate from a physician designated by the Borough or the employee's physician, may be required as sufficient proof of the need for sick leave. 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.
- C. For disability because of sickness or an accident each permanent full-time and permanent part-time staff employee is entitled to the disability benefit shown in the following table during the continuance of the disability:

Length of continued service at date of disability	100% Salary for	2/3 of Salary for	1/3 of Salary for
1st year	1 week	4 weeks	4 weeks
2nd year	2 weeks	6 weeks	8 weeks
3rd year	4 weeks	8 weeks	12 weeks
4th year	6 weeks	10 weeks	16 weeks
5th year	8 weeks	12 weeks	20 weeks
6th year	10 weeks	14 weeks	24 weeks
7th year	13 weeks	16 weeks	23 weeks
8th year	16 weeks	18 weeks	18 weeks
9th year	21 weeks	22 weeks	9 weeks
10th year or later years of continued service	26 weeks	26 weeks	

Weeks refer to calendar weeks from the date of disability prorated for actual time out of work. Length of service means that completed at the time disability occurs. Only full years of continuing service shall be considered (parts of years shall not be prorated). Weekly salary for part-time permanent staff employees shall be the average payable over the then

current year. Any payments shall be reduced by the amount of any Workers's Compensation received.

- D. A second period of disability is considered a new disability with benefits beginning anew at the 100% of salary level if it arises from a different cause. If it arises from the same cause and there has been a period of three or more continuous weeks back at work after the first period of disability, the benefit payments shall commence at the 100% of salary level and follow the above schedule assuming the date of disability to be at the date of recurrence. In either case, the maximum number of weeks during which any benefit will be paid is reduced by the number of weeks benefit paid in the fifty-two (52) weeks just preceding the date of disability. Borough approved leaves of absence, including leaves for Military Service, do not constitute a break in service.
- E. An employee who shall be absent on sick leave for six (6) 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 three (3) or more separate periods shall be required to submit acceptable medical evidence of his illness for payment for that period and for any additional sick leave in that year. The appropriate authority may be required proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances at its expense.
- F. Each employee shall report to active duty after each illness or injury where the services of a physician were required only after first presenting the Borough Clerk and Department Head a final physician's statement indicating that he is again fit for active duty.

- G. The appropriate authority reserves the right to require a medical examination at any time during disability at the expense of the Borough.
- H. Payment for disability due to sickness or accident shall not be allowed under the following conditions:
 - 1. If the employee, when under medical care, fails to carry out the instructions of the attending physician,
 - 2. If, in the opinion of the Borough Medical Examiner, the disability or illness is not of sufficient severity to justify the employee's absence from duty.
- I. Leave for ordinary dental care or for the services of any eye specialist for normal eye care do not qualify as a disability as such professional services are readily available outside of normal working hours.
- J. Any employee receiving disability payments who, in addition, qualifies for payments-under Worker's Compensation benefits, shall during the period he is receiving such benefits be entitled to no greater portion of his disability payments than the net difference between them.
- K. It shall be the responsibility of the employee to notify his 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.
- L. Leave of absence as a result of injury or disability resulting from or arising out of employment:
 - 1. When a full-time permanent Borough employee or part-time permanent staff employee shall be injured or disabled resulting from or arising out of his employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Mayor and Council of the Borough of Bernardsville to examine

such person, the Mayor and Council of the Borough of Bernardsville shall by resolution pursuant to N.J.S.A. 40A:9-7 grant the injured or disabled employee a leave of absence with pay for a period not exceeding six (6) months. The employee shall not be charged any sick leave time for time lost due to the aforesaid injury or disability.

2. Prior to the passage of a resolution referred to in paragraph (a) hereof, a contract shall be executed between the employee and the Borough setting forth that the employee shall reimburse the Borough from monies he may receive as Workmen's Compensation, temporary benefits, or from possible legal settlement from judgment against, the person or persons responsible for the injury.
3. Each full-time permanent employee shall be entitled to three (3) days' bereavement leave with pay for the loss of a father, mother, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or any other relative in the same household. In the event of the death of a spouse or child, the employee is entitled to two (2) weeks bereavement leave. Such period of time shall not be charged to vacation.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. 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.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement or physical working conditions, and may be raised by an individual or the PBA on behalf of an individual or individuals or the Borough.

C. Steps of the Grievance Procedure

1. 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 consent.

STEP ONE

1. An aggrieved employee or the PBA on behalf of an aggrieved employee or employees or the Borough shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate

supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

2. The supervisor shall render a decision within five (5) days after receipt of the grievance.

STEP TWO

1. In the event a satisfactory settlement has not been reached, the employee or the PBA shall, in writing and signed, file his grievance with the Department Head within five (5) days following the determination at Step One.
2. The Department Head shall render a decision in writing within five (5) days from the receipt of the grievance.

STEP THREE

1. In the event the grievance has not been resolved at Step Two, then within five (5) days following the determination, the matter may be referred to the appropriate committee who shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

STEP FOUR

1. In the event the grievance has not been resolved at Step Three, the employee or the PBA may in writing request a review of the matter by the Mayor and Council within five (5) days of the determination at Step Three.
2. The decision of the Mayor and Council shall be rendered within thirty (30) days of its review. If the parties agree in advance to accept the results of advisory arbitration they may proceed to Step 5. If the employer does not agree in writing within fifteen

(15) days of the completion of Step Four to be bound then it shall be presumed that the employer does not agree to be bound.

STEP FIVE – ARBITRATION

1. If the grievance is not settled through Steps One, Two, Three and Four, either party may refer the matter to the Public Employment Relations Commission for Arbitration within fifteen (15) days after the determination by the Mayor and Council. An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.
 2. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Council. In the event the aggrieved elects to pursue any other procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the parties shall share whatever costs may have been incurred by the chosen arbitration organization.
 3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or an amendment or supplement thereto.
 4. The costs for the services of the arbitrator shall be borne equally between the Borough and the PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
- D. No response at any Step in this procedure by the Borough or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next step.

- E. Time limits may be extended by the parties by mutual written agreement.
- F. The Borough reserves the right to file in writing a grievance within ten (10) days on its behalf with the Executive Board of the PBA which shall conduct a conference with the representatives of the Borough within ten (10) days of filing of the grievance, and render a written determination within thirty (30) days of the conference. Failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance.

ARTICLE XIV
COMPENSATION

A. Effective January 1 of the dates shown, all employees covered by this Agreement shall be entitled to receive the base of pay for their position in accordance with the following schedules:

SALARY SCHEDULE

	4% Effective 01/01/05	4% Effective 01/01/06	4.25% Effective 01/01/07
Lieutenant (0-1)	\$97,336	\$105,901	\$110,402
Patrol Lieutenant	\$98,693	\$107,377	\$111,941
Detective Lieutenant	\$100,493	\$109,177	\$113,741
Sergeant (0-1)	\$87,105	\$94,769	\$98,796
Sergeant	\$88,472	\$96,257	\$100,348
Detective Sergeant	\$90,272	\$98,057	\$102,148

*Includes stipend awarded to officers assigned to the Detective Bureau, as follows:

1. Effective January 1, 2001 – \$1,200.00 above the appropriate Sergeant salary.
2. Effective January 1, 2003 – \$1,500.00 above the appropriate Sergeant salary.
3. Effective January 1, 2004 – \$1,800 above the appropriate Sergeant salary.

B. Overtime

1. Sergeants - Each sergeant shall be compensated at the rate of one and one-half (1 ½) times his regular base rate of pay for all time worked in excess of the regularly scheduled hours, including but not limited to situations where the sergeant is held over from his regular tour of duty, he is required to work in an emergency, and for attendance in courts while off duty.

2. Patrol Lieutenant, Detective Lieutenant and Sergeant - shall be compensated at the rate of one and one half (1 ½) times his base rate of pay for all time worked in excess of regularly-scheduled hours, and approved by the Department Head.
3. In the event a Sergeant or Lieutenant is recalled to duty during his regularly scheduled time off and not resulting in the continuation of a shift, then the officer shall be compensated a minimum of four (4) hours pay at time and one half (1 ½) the base rate of pay for the first two hours, compensatory time for the next two hours at a rate of time and one half (1 ½.).
4. Sergeants/Lieutenants performing outside work while off duty shall be entitled to an hourly rate of \$39.50 per hour. In addition, administrative costs for the Borough will be added to the amount billed to the outside contractor. As soon as is reasonably practicable after the complete execution of the Memo of Agreement for 2001-2004, the afore stated off-duty rate shall be increased to \$49.50 per hour on a prospective basis.
5. In the event an officer is eligible for overtime payments under this Article at time and one half (1 ½) rates, the officer may opt to take compensatory time off in lieu thereof at the rate of time and one half (1 ½) providing the Lieutenant does not schedule his own overtime.
6. Show up pay for outside work while off duty shall be a minimum of four (4) hours billed to the outside contractor.
7. Lieutenants, Sergeants and Detective Sergeants when attending monthly staff meetings held with the Chief of Police will be compensated at compensatory time off

at the rate of 1.5 hours per hour for the duration of the meeting when the meeting occurs at times other than their regularly scheduled hours.

- C. Effective January 1, 2003, a Sergeant or Lieutenant shall receive a \$500 wage increase after the fifth (5th) year of holding the rank.
- D. [Officers shall be paid bi-weekly in accordance with the usual Borough practice.]

ARTICLE XV

VACATIONS

- A. Employees who have been in the service of the Borough continuously for the preceding ten (10) months prior to January 1st of the current calendar year, are entitled to two (2) weeks vacation with pay. New employees with less service shall be entitled to one (1) day of pay vacation for each full month of service prior to the beginning of the calendar year.
- B. Those Officers working at twelve (12) hour shift schedule shall have a weeks vacation defined as forty eight (48) hours. Those Officers working an eight (8) hour shift, five (5) day a week schedule shall have a weeks vacation as forty (40) hours.
- C. Employees who terminate their service between June 1st and December 31st shall be paid for their unused regular or special vacation hours.
- D. Full-time employees shall be entitled on their service anniversary to annual special days vacation with pay as follows:

1. Officers working a twelve (12) hour shift:

After four (4) years	-	24 hours
After seven (7) years	-	48 hours
After fourteen (14) years	-	96 hours
After twenty (20) years	-	144 hours

2. Officers working an eight (8) hour/five (5) day shift:

After four (4) years	-	24 hours
After seven (7) years	-	40 hours
After fourteen (14) years	-	80 hours
After twenty (20) years	-	120 hours

Officers may take their annual special days vacation beginning with the calendar year their anniversary date occurs.

- E. All vacation days must be taken prior to May 31st of the second year succeeding the year in which earned. Accumulation of vacation leave beyond May 31st of the second year succeeding the year in which earned may be permitted only by the appropriate authority with written notification to the Borough Administrator.
- F. An employee hired on or before the fifteenth (15th) day of the month shall be credited with a full month of service in computing vacation time.
- G. Vacations shall be scheduled by the Department Head in such manner as to insure adequate levels of personnel to operate such department efficiently.

ARTICLE XVI

HOLIDAYS

- A. Employees will be compensated at the base rate of pay for one (1) day for each of the following holidays:

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

- B. The holiday benefits set forth in Paragraph A above shall be compensated and paid along with regular payroll in equal installments and used for all calculation purposes.
- C. ~~Each employee shall be entitled to two (2) personal leave days. For purposes of this Article, paid holidays and personal leave days are defined as eight (8) hours. (Ten (10) days = eighty (80) hours pay)~~ Each employee shall be entitled to one (1) personal leave day plus a second personal leave day in lieu of Martin Luther King's birthday. These two days shall be taken at exclusive option of the officer requesting same.
- D. In the event the Borough Hall is closed due to a snow emergency, each officer on scheduled duty during that day shall be entitled to an equal amount of time off without loss of pay. Scheduling to be subject to the manpower needs of the department.
- E. Subject to the manpower needs of the department, an officer may elect to take a holiday as time off in lieu of payment if it does not create an overtime situation.

ARTICLE XVII

SEVERANCE PAY ON RETIREMENT

- A. All Sergeants and Lieutenants who have been employed by the Borough for a minimum of twenty (20) years shall be entitled to compensation or retirement leave with pay, equivalent to one (1) week for each year of service less five (5). In the event service with the Borough has been non-continuous, the employee must have served the last five (5) years continuously up to the date of retirement to qualify for this benefit. At the discretion of the employee this compensation may be made in the form of one (1) payment or retirement leave with pay equivalent to the number of weeks so entitled.

ARTICLE XVIII

WORK IN A HIGHER RANK

- A. In the event that an officer shall be assigned by the Department Head to perform the duties of a higher rank, the following shall apply:
1. The officer shall be eligible for compensation at the minimum base rate of the rank to which assigned, provided he works in that capacity for two (2) continuous work weeks.

ARTICLE XIX

HEALTH INSURANCE BENEFITS

- A. It is the intention of the Borough to maintain the existing level of health insurance benefits and the Borough guarantees that in the event of a change of health insurance carriers it will provide the same or substantially similar benefits to all employees.
- B. This section repealed – see Resolution #98-133.

ARTICLE XX

TERM AND RENEWAL

- A. This Agreement shall be in full force and effect as of January 1, 2005, and shall remain in full force and effect to and including December 31, 2007.
- B. Negotiations for a new Agreement will commence pursuant to the Rules and Regulations of the Public Employment Relations Commission.

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION
BERNARDSVILLE, LOCAL NO. 365

BOROUGH OF BERNARDSVILLE
SOMERSET COUNTY, NEW JERSEY

By: _____

By: _____

ATTEST:

ATTEST:

SIDE LETTER OF AGREEMENT

The Borough of Bernardsville and PBA Local 365 (Patrolmen and Detectives) and PBA Local 365 (Sergeants and Lieutenants) having agreed to certain "Memorandum of Agreement" dated June 30, 2005 and having both ratified same, have agreed to the following methodology of implementation of the holiday fold-in procedure to be effective the year 2005 only.

1. The contract settlement having taken place near the mid-point of calendar year 2005 and some bargaining unit Employees having already been paid certain holiday time as of this date, it would be difficult to calculate proper retroactive pay with respect to holiday payments for calendar year 2005.

2. For the 2005 calendar year only, the prior procedure between the parties with respect to holiday payments shall be applied. Said prior procedure is defined in the parties' prior contracts (ending December 31, 2004) and their longstanding practice.

3. Effective January 1, 2006 the value of the holiday payment shall be folded-in to base for all calculation purposes and so reflected on the Salary Guide in the parties respective contracts.

BOROUGH OF BERNADSVILLE

BERNARDSVILLE PBA LOCAL 365
(PATROLMEN AND DETECTIVES)

BERNARDSVILLE PBA LOCAL
365(SERGEANTS AND LIEUTENANTS)

AGREEMENT
BETWEEN
BOROUGH OF BERNARDSVILLE
AND
NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION
BERNARDSVILLE, LOCAL NO. 365
(SERGEANTS AND LIEUTENANTS)

JANUARY 1, 2005 THROUGH DECEMBER 31, 2007

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