

3-0134

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AGREEMENT

Preamble

THIS AGREEMENT, made and entered into in Washington, New Jersey, this 26 day of JUNE, 1973, between the Borough of Washington, in the County of Warren, hereinafter referred to as "Borough" or "Employer" and the New Jersey Policemen's Benvolent Association Local Number 188, hereinafter referred to as the "PBA".

WITNESSETH

WHEREAS, the Borough and the PBA recognize and declare that providing quality police protection for the Borough is their mutual aim; and,

WHEREAS, the P.B.A. represents the entire membership of the regular police department of the Borough with the exception of the officers above the rank of lieutenant and represents no other employees of the Borough; and,

WHEREAS, the Borough has an obligation, pursuant to Chapter 303, Public Laws of 1968 to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I: LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution or Administrative Code and Police Dept. Rules and Regulations upon any Borough Official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Borough officials to follow the terms contained herein, to the extent that they are in conformance with the duties and responsibilities conferred upon them by law.

Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable Laws and Regulations. The rights granted to policeman hereunder shall be deemed to be in addition to those provided elsewhere.

If any provisions of this Agreement or any application of this Agreement to the regular Police Department is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

The provision of this Agreement shall be subject to and subordinate to applicable provisions of state and local laws except where necessary and appropriate the Borough Council shall modify existing local laws.

ARTICLE II: RECOGNITION

The Borough hereby recognizes the PBA as the sole and exclusive representative of all officers of the Police Department excluding all officers above the rank of lieutenant for the purpose of collective negotiations with respect to terms and conditions of employment.

ARTICLE III: POLICEMEN'S RIGHTS

1. Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage any policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws of 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the PBA, his participation in any activities of the PBA, collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The PBA specifically agrees to be bound by the same restrictions as are imposed on the Borough.

2. One elected representative of the PBA shall be permitted time off to attend negotiating sessions and / or grievance sessions provided the efficiency of the Department is not affected thereby. Such time off shall be at the regular straight time rate of pay.

3. A police officer shall have the right to inspect his personnel file on a seven day notice and at times established by the Chief of Police only when charges involve disciplinary proceedings.

ARTICLE IV: MANAGEMENT RESPONSIBILITY

Section 1. It is recognized that the management of the Department, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Borough. Accordingly the Borough retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules or work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States of America.

Section 3 Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE V: VACATION AND HOLIDAYS

Section 1 - Vacations

1. Effective January 1, 1973, employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

Officers who have not completed one year of service shall have one working day of vacation for each full month of continuous service rendered from the date of his appointment. Officers who have completed one year of service on the 31st day of December shall be granted twelve working days vacation. Officers who have completed ten years of service on the 31st day of December shall be granted fifteen working days vacation in the eleventh year. Officers who have completed twenty years of service on the 31st day of December shall be granted twenty working days vacation in the twenty-first year.

2. The vacation period shall be the calendar year, from the first day of January to the 31st day of December. Vacations shall be scheduled by the Chief of Police, giving preference to employee choice according to seniority, where practicable and where consistent with continued efficient operations.

3. Vacation time may accrue up to two years. Any vacation time remaining at the end of two years shall be lost. The schedule of vacations shall be at the sole discretion of the Chief of Police and shall be scheduled to permit the continued efficient operation of the department.

4. Any police officers of the Borough, covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken, effective thirty (30) days prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

5. Pay During Vacations. All vacations shall be granted at annual salary rates of his base salary scale.

6. Scheduling Vacations. The Chief of Police of the Department shall allow vacation periods in order to assure orderly operation and adequate continuous service but will grant vacation so far as possible in accordance with the desire of the Officers in order of their seniority in rank.

7. Rescheduled Vacations. Officers shall take their vacation at the scheduled time; however, difference periods of vacation may be taken if mutually acceptable to the Chief of Police and the Officer.

Section 2 - Holidays

1. An officer shall receive compensatory time off for each of the following holidays:

- New Year's Day
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Election (November)

provided that he shall have served his probationary period, and is on the job and available for work his last full scheduled workday before and his first full scheduled workday after the holiday, even though in different workweeks, except in case of proven illness or injury.

2. If any of the above holidays fall on Sunday, Monday shall be considered as the holiday if it is generally observed as such in the community.

3. If one of the above holidays falls within an employees vacation period, the employee shall receive an additional day of vacation, which may be taken on the day immediately after the Officer's vacation is scheduled to expire.

4. It is agreed that during the calendar years 1974 and 1975 the number of holidays shall be increased from the ten as set forth in Paragraph 1 to eleven which shall be Lincoln's Birthday. All of the other terms with respect to the holidays set forth above shall also apply to the eleventh holiday in 1974 and 1975.

5. An officer may within two weeks after a holiday notify the Borough Clerk or the Deputy Borough Clerk that he has elected to receive pay for a holiday on which he worked rather than compensatory time off.

ARTICLE VI: LEAVE OF ABSENCE, SICK LEAVE, AND OTHER LEAVE

Section 1 - Leave of Absence

(a) Military Leave

1. Any regular employee who is called into active service, or who volunteers for service, in the Armed Services of the United States shall be given a leave of absence for, and will accumulate seniority during such period of service not to exceed four years. Upon the termination of such service he will be reemployed at the rate of pay prevailing for work to which he is assigned at the time of his reemployment, provided, however he has not been dishonorably discharged, his job or a comparable job is available, he is physically, mentally and emotionally able to perform such work, and he makes written application for reinstatement within ninety days after discharge.

2. Any full time employee required to be absent from work because of Annual Active Duty Training shall receive his full rate of pay. Such pay shall be received for no more than two weeks.

3. Full time temporary or provisional employees shall be granted a leave without pay.

(b) Funeral Leave

A regular full-time employee who is excused from work because of death of his immediate family, as defined below, shall be paid his regular rate of pay for the schedule working hours missed during the first seventy-two (72) hours following the death, but all funeral leave benefits will terminate at the end of the day of the funeral.

Not more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is as defined in Article X(1)(e).

(c) Sick Leave

Sick leave means the absence of a police officer because of illness, exposure to contagious disease, attendance upon a member of his immediate family seriously ill and requiring the care of attendant of such police officer.

Sick leave shall accrue to full-time police officers on the basis of one working day per month during the remainder of the first calendar year of employment after initial employment and fifteen (15) working days in every calendar year thereafter. Sick leave allowance not used in any calendar year shall accumulate to the police officer's credit from year to year to be used if and when needed for such purpose. If an officer is absent for reasons that entitle him to sick leave, his superior shall be notified no later than the commencement of the schedule shift of the day to be taken. Failure to so notify his superior may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

An officer who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness:

On the third day the physician shall indicate when the officers may be expected to return to work and the physician shall be mutually acceptable to both the Borough and the Officer.

1. An officer who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for many additional sick leave in that year unless such illness is of chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six months.

2. The appointing authority may require proof of illness of an Officer on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

In case of leave of absence due to exposure to contagious disease a certificate from a physician mutually acceptable to the Borough and other Officer shall be required.

In case of death in the immediate family, reasonable proof shall be required.

The Borough may require an Officer who has been absent because of personal illness, as a condition of his return to duty be examined by a Medical doctor designated by the Borough. Such examination shall only establish whether the officer is capable of performing his normal duties and that his return will not jeopardize the health of other officers. The initial examination shall be paid by the Borough.

Absence without notice for five (5) consecutive days shall constitute a resignation. Sick leave is not to be used to extend vacation time.

All benefits of every kind, including salary, sick benefits, insurance, etc., are lost if the Officer engages in other gainful employment while on sick leave. However, if the Officer is receiving sick leave because of a disease, as opposed to an injury, he shall be permitted to engage in other gainful employment with the approval of the Chief of Police, so long as such employment does not jeopardize the Officer's return to health. However, if an officer lawfully performing other gainful employment while on sick leave is injured in the course of such employment then all pay and other benefits otherwise due the officer shall be lost until the officer returns to active duty.

(d) Leave Without Pay

The Chief of Police, on the request of an Officer and after reasonable notice may grant a six-month leave of absence without pay to said Officer. Said leave may only be granted when the Chief of Police and Borough Manager receives a written request signed by the Officer and agrees to leave. The Manager may extend such leave for an additional six months upon approval of the governing body. Additional leave may be approved only with the consent of the Department of Civil Service. If, however, the said Officer overstays such leave, his employment with the Borough shall be deemed to have terminated.

ARTICLE VII: OTHER BENEFITS

Section 1 - Legal Expenses

If an Officer is charged with a violation of the law as a result of acts committed by him in the course of performing his duties the Borough shall select an attorney to provide legal service to defend him. If the Officer is unsatisfied he will be allowed to retain, at his own expense, private counsel. However, the Borough shall reimburse the Officer an amount which the Borough attorney decides is equal to the fee he would have charged in reasonably disposing of the matter.

Section 2 - Medical Expenses and School

(a) Influenza Inoculation. The Borough will provide, at its expense, influenza inoculations for all Officers of the Borough.

(b) Non-Police Academy Schools. An Officer who attends school for the purpose of obtaining police education or any degree in police science at the discretion of the Chief of Police, shall be reimbursed 75 per cent of the cost of his books and tuition upon the successful completion of each course with a "C" grade. Any Officer who attends said School shall be assigned a duty tour which will enable him to attend classes regularly as determined by the Chief of Police.

(c) Police Academy and Police Technical Schools. Any Officer attending a Police Academy or any other Police Training Academy recognized by the N.J. Police Training Commission, with the permission of the Chief of Police of the Department, shall be compensated straight time pay to complete the course, if funds are available therefore in the Borough's budget and the course makes it impossible for him to do his regularly assigned shift.

Section 3 - Reimbursement for Expenses

(a) Rates

(1) Meals shall be paid for by the Borough at the rate of \$2.00 per meal when approved by the Chief of Police in connection with police work assignments out of the Borough.

(2) Mileage shall be paid for at the rate of \$.12 per mile, if the Chief of Police of the Department determines such transportation is necessary and does not provide transportation. Such mileage shall be computed from the Borough's Police Headquarters and returning to same.

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(b) Terms and Conditions of Reimbursement of Expenses.

(1) Schools. At the discretion of the said Chief of Police an Officer shall be paid for meals and transportation, if not provided, while attending a Police Academy or any other institution that he is ordered by the Chief of Police to attend. In such case the foregoing rates shall apply.

(2) Court Appearances. Meals and mileage expense shall be paid to an off-duty Officer while attending court out of the Borough in connection with a matter arising out of his Borough's employment, with the exception of a civil court, if said Chief of Police does not provide transportation and the Chief of Police determines that it is not practical to eat at home.

(3) Other Assignments. Meals and mileage expense shall also be paid to any Officer while on any official assignment including an overtime assignment for the Department when an official car is not available and when said Chief of Police determines that it is not practical for the Officer to eat at home.

(c) Clothing.

(1) Each Officer shall receive the uniforms and equipment as required by the Chief of Police and said uniforms shall be maintained by the Borough to the amount allotted in the Budget. In addition, the Borough shall purchase and furnish a new Officer one hand gun which shall be in reasonable satisfactory condition. Said gun shall be returned to the Borough upon the termination of the Officer's employment.

(2) If an Officer has part of his uniform destroyed in the line of duty, the Borough shall replace it upon the approval of the Chief of Police.

(3) Hardware items such as hand guns if damaged in the line of duty, holsters and belts, handcuffs and cases, night sticks, safety helmets, badges and mace, shall be purchased and supplied by the Borough and replaced if the Chief of Police deems same necessary in addition to the annual allowance for each Officer.

(4) The Officer shall work in immaculate dress and subject to spot dress inspection by the Chief of Police.

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ARTICLE VIII: HOURS OF WORK AND OVERTIME

Section 1 - Hours of Work

(a) Tours of Duty. Officers shall work five days in eight-hour per day tours for forty hours a week. It is understood that nothing in this agreement shall constitute a guarantee that the Borough shall provide any specific number of hours of work for any employee or employees.

(b) Work Schedule. Officers shall work in accordance with schedules posted on a monthly basis by the Chief of Police of the Department.

Section 2 - Overtime

(a) When Overtime Occurs. Overtime shall be paid to any Officer when he is required by the Police Chief to work in excess of a completed eight-hour tour, or on a regularly scheduled day off when he is not compensated by another day off at the discretion of the Chief of Police. Officers shall be paid compensation at the rate of 1½ times their regular hourly rate. This section shall not apply if an emergency is declared in accordance with the Revised Ordinances of the Borough of Washington or the Laws of the State of New Jersey in which case Officers so called to duty shall not receive any overtime pay but instead work at the regular hourly rate.

(b) Minimum Overtime. Except as hereinbefore provided, whenever an Officer is called to perform overtime duty when he is already off duty and has left the premises, he shall be paid for a minimum of two hours overtime.

(c) Court Appearances. Effective January 1, 1973, an Officer required to report to Municipal or other Courts in the performance of his duties, other than in civil action while on his off-duty time shall be paid for two (2) hours at his regular hourly rate for each attendance at the Municipal Court, and at his regular hourly rate for each hour while attending other Courts, subject to the approval of the Chief of Police.

ARTICLE IX: COMPENSATION

Section 1 - Salary

The Borough will pay each Officer on the 15th and 30th of each month, each salary check to represent 1/24 of the Officer's established annual salary. Payment for vacation period shall be made on the established pay day of the week. There is no guarantee of a minimum number of hours.

Section 2 - Overtime Pay

(a) Rate. Overime shall be paid to all Officers based on the regular hourly rate. The hourly rate is to be determined by dividing the Officer's established annual salary by 2,080 working hours.

(b) Payment. When an Officer has worked overtime during any given week, he shall complete a form to be provided by the Chief of Police.

(c) Time of Payments. Payment for overtime shall, if practical, be included in the salary check due the Officer after the overtime slip therefore is submitted to the Borough Manager for payment, in any event the Borough shall make a reasonable effort to pay same within 15 days thereafter.

Section 3 - Base Salary

Base salary (for the purpose of this Agreement) shall be the highest salary that an Officer is duly and properly authorized to receive at the beginning of the anniversary date of his employment. Salaries for the Officers shall be paid in accordance with the amounts stated below:

Salary Schedule Beginning January 1, 1973

| | |
|-------------|----------------------|
| Patrolman | 1973 |
| Start | \$8,397.00 |
| 6 Months | 8,799.00 |
| One Year | 9,179.00 |
| Second Year | 9,603.00 - Spring 76 |
| Third Year | 10,200.00 |
| Sergeant | |
| Start | 10,400.00 |
| One Year | 10,600.00 |
| Two Years | 10,800.00 |

Section 4 - Cost of Living Increase

It is agreed that all salaries shall be increased in 1974 and 1975 to reflect any increase in the cost of living. The salaries for 1974 shall be computed by taking the 1973 salary and adding thereto a percentage thereof which is equal to the difference in the cost of living on January 1, 1973 and January 1, 1974 as determined by the United States Department of Labor Cost of Living Index. In 1975 the same procedure shall be followed: using the 1974 salary as a base, add thereto any increase in the cost of living occurring between January 1, 1974 and January 1, 1975.

Section 5: Call in Pay

Any Officer having completed any tour of duty and has left the Department premises or duty station who is recalled back to duty by the Chief of Police or his designated representative shall receive a minimum of two (2) hours of pay at his prevailing overtime rate, even though working less than two (2) hours. For annual inspection, funerals, or special classes, Officers will not receive overtime pay.

ARTIVLE X: MISCELLANEOUS

Section 1 - Definitions

(a) Full Time Employees. Full-time employees are all regular full-time police patrolmen employed in the Borough in the Police Department who shall be subject to 24-hour duty per day, which duty includes Sunday and Holidays. Excluded are Police Officers with the rank of Captain and higher. Also excluded are all clerical help.

(b) Appropriate Unit. The appropriate unit is defined only as full-time Patrolmen of the Police Department below the rank of Captain.

(c) Accredited Representatives. The accredited representative of its employees in said unit is New Jersey Patrolmen's Benevolent Association, Local #188, 79 Main Street, Flemington, New Jersey.

(d) Officers. Officers are defined as full-time uniformed employees of the Police Department as well as plainclothed detectives but not including civilian employees or civilian clerical employees.

(e) Members of the Immediate Family. Members of the immediate family are defined as the Officer's father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, foster child. The Officer shall furnish proof of same satisfactory to the Chief of Police.

(f) School. School is defined as any institution under the control and supervision of or approved and licensed by the New Jersey State Department of Higher Education or the New Jersey State Department of Education. Refer to Article 7, Section 1 Sub-Section B-C.

(g) Established Annual Salary. The established annual salary shall mean base salary.

(h) Creditable Service. Any person employed in the capacity of full-time Officer, shall, for the purpose of determining salary benefits or compensation, including vacations, be considered to have been appointed as of the date of hiring.

(i) Steward. That representative of the PBA selected annually by the PBA membership who is authorized to appear on behalf of the PBA. The PBA shall, before January 15 of each year, advise the Borough of the selection of a steward.

Article XI:: Grievance Procedure and Arbitration

In the event that any difference of dispute should arise between the Borough and the Association, or its members employed by the Borough, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the written grievance is filed within two (2) working days of its occurrence or employee knowledge thereof, a meeting shall be held during normal working hours of the Borough:

(1) Between the aggrieved employee, with or without the steward, and the Chief of Police. If no satisfactory agreement is reached within two (2) working days, then a meeting shall be held

(2) between the aggrieved employee and the Borough Manager or his designated representative and if no agreement satisfactory to both sides has been reached within fifteen (15) working days then a meeting shall be held

(3) between the aggrieved employee and the Borough Manager and Council in conference with a PBA representative.

(4) Should the aggrieved person be dissatisfied with the decision in Step 3, such person may within five (5) days request arbitration. The arbitrator shall be chosen in accordance with the rules for the American Arbitration Association. However, no arbitration hearing shall be scheduled sooner than twenty (20) days after the decision in Step 3. In the event the employee elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled, the matter withdrawn from the American Arbitration Association and the PBA shall pay whatever costs may have been incurred in processing the case to the American Arbitration Association.

The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees, and other expenses shall be borne by the parties respectively. The arbitrators shall be required to render any decisions in accordance with the rules, regulations and decisions of the Department of Civil Service and/or the Public Employees Relations Commission.

Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last answer.

If written grievance is filed personally a receipt must be given to be valid. If, a grievance is filed by mail, it must be mailed to the Borough Manager, 100 Belvidere Avenue, Washington, New Jersey, 07882 with the postmark and signed receipt within the above stated time limits.

It is especially understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties; (b) involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this Agreement; (c) involves claims of violation of an allegedly implied or assumed obligation; (d) would require an arbitrator to rule on, consider or decide the appropriate hourly, salary or incentive rate at which an employee shall be paid, or the method by which his pay shall be determined; (e) would require an arbitrator to consider rule on, or decide any of the following: (i) the elements of a job assignment, (ii) the level, title or other designation of any employees job classification, (iii) the right of management to assign or reassign work; (f) pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (g) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

Section 2 - Compensation and Expenses for Impartial Hearing

(a) The reasonable compensation and expenses, if any, of a Referee shall be borne equally by the Borough and the PBA and compensation and expenses of each designee of a party shall be borne by the designating party.

(b) In the event the PBA requires the attendance of witnesses at said hearing, the Borough agrees to release the witnesses as requested without pay to act as witnesses.

The PBA if it wishes, may reimburse employees for their lost time.

Section 3 - Computation of Time, Changes and Conditions of This Agreement.

(a) Whenever any act is required under this article to be done or performed within a specified period of time, if the final day of compliance time period is a Saturday, Sunday or a holiday in which an action must be taken, the time will be extended to include next regularly scheduled work day.

(b) Nothing in the procedures set forth in this article shall be deemed to abrogate, modify, or otherwise change any other part of this Agreement without the mutual consent of the parties hereto in writing.

(c) The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by ordinance. This Agreement is further subject to appropriations being available for any of the purposes herein above mentioned, and if not available the Borough agrees to exert its bona fide and lawful efforts to obtain such appropriations.

Article XII: RETENTION OF BENEFITS:

It is the intention of the parties that members of the PBA shall retain such benefits or conditions of employment as they enjoyed prior to the signing of this agreement except as such benefits or conditions have been modified by this agreement.

ARTICLE XIII: JOINT PBA - MANAGEMENT COMMITTEE

A committee consisting of representatives of the Borough and the PBA shall be established for the purpose of reviewing the the administration of this Agreement and to resolve problems that may arise. Said committee will meet on the first working day of each month at 10:00 a.m. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings.

The purpose and intent of such meeting is to foster good employment relations through communications between the Borough and the PBA on such matters as:

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the PBA, its officers, members, agents or principals will not engage in, encourage, sanction, or suggest, strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The Borough shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

ARTICLE XVII: DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the Borough from discharging or otherwise disciplining a Borough employee regardless of his seniority, for just cause. Grounds for summary discharge shall include, but not limited to, fighting on the job, drunkenness on the job, drinking on the job, use or possession of non-prescription, habit forming drugs on the job, dishonesty, careless use or abuse of Borough's property, insubordination, negligence in the performance of duties and incompetence.

ARTICLE XVII: PROBATIONARY EMPLOYEES

Police officers shall remain probationary until after completion of three (3) months of service from the date of last hiring. Upon completion of said period, police officers shall enjoy seniority status from the date of last hiring. Police officers shall have no seniority rights during this probationary period. Their employment may be terminated at any time in the sole discretion of the Borough for just cause shown as provided in Article XVII.

In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the association with permission of the employee, shall have the right to file a complaint, which must be in writing, with the Borough within three (3) working days from the time of discharge. Said complaint will be treated as a grievance subject to the grievance and arbitration proceedings herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute and any grievance to be deemed waived and abandoned.

This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

P. B. A.

Richard D. Rocco

Neil Hill

POLICE OFFICERS

Paul E. Bergman

Anthony J. Terminiello

Douglas A. Koeppe

COUNCIL

Stanley P. Brewster

Edward Stahl

Arvo E. Salonen

Arvo B. Salonen

Arvo Salonen

Charles E. Wright

John A. Terminiello

MANAGER

A. H. B. B. B.