

COLLECTIVE BARGAINING AGREEMENT

Between the

BOROUGH OF PENNINGTON

And the

PENNINGTON BOROUGH POLICE ASSOCIATION

January 1, 2007 through December 31, 2009

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PREAMBLE

AGREEMENT, made this 1st day of January 2007, between Pennington Borough, hereafter referred to as the "Borough" or "Employer", and the Pennington Borough Police hereafter referred to as the "Association" or "Employee" or "Officers".

ARTICLE I - RECOGNITION

1. The Borough hereby recognizes the Pennington Borough Police Association and the FOP Labor Council as the exclusive representative for the collective negotiations concerning terms and conditions of employment for permanent Police Officers, Detectives and Sergeants of the Pennington Borough Police Department.
2. Specifically excluded from representation are the positions of Chief of Police, Captain, Lieutenant, School Crossing Guards, Public Safety Director, all civilian personnel and all probationary employees.

ARTICLE II - MANAGEMENT RIGHTS

1. The Borough hereby retains and reserves unto itself 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:
 - a. to hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment and to promote [REDACTED] transfer all employees within the Police Department
 - b. to suspend, demote, discharge or take disciplinary action for good and just cause
 - c. To reduce force for economic reasons in accordance with N.J.S.A. 40A-14.143.
2. The exercise of [REDACTED] foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in furtherance thereof, and use of judgment and discretion in connection therewith shall be limited only by express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of New Jersey, and the Constitution and laws of the United States.
3. Nothing contained herein shall be considered to deny or restrict the Borough of its rights, responsibilities, and authority under New Jersey laws or any other national, state, county, or local laws or regulations.
4. It is understood that, under rulings of the Courts of New Jersey, the Borough is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding, anything contained in any section, paragraph, or sub-section of this Agreement shall [REDACTED] be interpreted in any manner or be construed as to indicate that the Borough had waived rights which are contained and expressly required by courts to be retained by the Borough.

ARTICLE III - POLICE OFFICERS' RIGHTS

1. The Borough agrees that every Police Officer shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.
2. An elected representative shall be permitted reasonable time to investigate, attend, present and process grievances on Borough property without loss of time or pay during the representative's regular working hours and off Borough property, or other than during the representatives regular working hours without loss of time or pay or any other benefits the representative may be entitled to. Such time spent handling grievances during the representative's regular working hours shall be considered working hours in computing daily and /or weekly overtime if within the regular schedule of the representative. There shall be a bank of twelve (12) hours to handle grievances and other labor related issues that must be handled within time constraints. Said bank of twelve (12) hours shall be the total for each year and shall not be cumulative. This time is granted with the understanding that the efficiency of the department is not affected and that no expense is incurred.
3. A Police Officer has the same rights to engage in political activity as afforded to any citizen. The right to engage in political activity shall not apply to any Police Officer when they are on duty, when they are acting in their official capacity or when they are wearing the badge or uniform of the Pennington Borough Police Department.
4. Whenever a Police officer is under investigation or subjected to interrogation by a Law Enforcement agency for any reason related to their duties as a Pennington Borough Police Officer, the investigation or interrogation shall be conducted under the following circumstances:
 - a. Prior to any interrogation, the Pennington Borough Police Association will be notified.
 - b. The interrogation shall be conducted at a reasonable hour unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
 - c. The interrogation shall take place at the Pennington Borough Police Department unless waived by the Officer.
 - d. The Officer shall be informed of the name, rank, and command of the Officer in charge of the investigation, the interrogation Officer and all other persons present during the interrogation.
 - e. The Officer under investigation shall be informed in writing of the nature of the investigation prior to any interrogation.
 - f. Interrogation sessions shall be for reasonable periods, and shall allow time for such personal necessities as are reasonably necessary.

- g. During the interrogation the Officer shall not be threatened with transfer, dismissal, or disciplinary action.
- h. If the Officer requires a complete record of the interrogation, he/she may have one provided that he/she pays for routine copying costs for said materials.
- i. The Officer under interrogation shall be apprised of his/her Miranda rights prior to the commencement of the proceedings.
- j. All interrogations must fall within the guidelines established by the Attorney General.

ARTICLE IV - GRIEVANCE PROCEDURE

1. For the purpose of this Agreement, a grievance is defined as a dispute between the Borough and any employee or employee group covered with respect to working conditions or alleged violation of a specific provision of the Agreement, provided that the term grievance shall not apply to:
 - a. any matter for which a method of review is prescribed by law, or
 - b. any matter which, according to law, is beyond the scope of authority of the Borough of Pennington alone, or
 - c. a complaint of any employee which arises by reason of he or she not being re- employed.

Any grievance must be presented in writing within ten (10) calendar days after the aggrieved person knows or should have known of the event or events on which the claim is based or else such grievance is deemed waived. The written grievance shall specify:

- a. the specific nature of the grievance, and if a contract problem is claimed, the contract provision violated
 - b. the results of previous discussions
 - c. the date and time the grievance is submitted
 - d. the relief sought
2. All employees covered under this Agreement shall have the right to present a grievance. Unless otherwise provided in this Agreement, the grievance shall be processed as follows:

Step A: An appropriate Pennington Police Association representative, the aggrieved party and the head of the Police Department may reach a settlement of the dispute. If they shall fail to reach an agreement within ten (10) calendar days, the aggrieved party shall furnish a written statement for automatic reference to Step B.

Step B: A grievance committee, consisting of two (2) members designated by the Pennington Police Association and all members of the Public Safety Committee, shall attempt to settle the dispute within ten (10) working days. It shall be made clear that the Borough Administrator is not part of the Grievance Procedure and that he / she cannot hold up or interfere with the established time lines for each step. If the dispute cannot be resolved, it will automatically be referred to Step C.

Step C - Binding Arbitration: One member of the Pennington Borough Police Association or its designated representative and the Chairman of the Public Safety Committee or its designated representative along with an arbitrator assigned by the New Jersey Public Employees Relation Committee (P.E.R.C.) shall decide the dispute at this level and the decision shall be final and binding.

3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expense, and the cost of the hearing room, if any, shall be borne equally by the Borough and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE V - NEGOTIATIONS

1. Collective negotiations, with respect to the terms and conditions of employment shall be conducted by the authorized representatives of the Pennington Borough Council and the Pennington Borough Police Association and ~~the FOP Labor Council~~.
2. Neither party shall have control over the selection of the negotiations representatives of the other party, and each party agrees that its representatives shall be empowered with all necessary authority to make proposals, consider proposals and make future counter proposals in the course of negotiations. It is understood that the final approval of the contract shall be made by a majority affirmative vote of the Pennington Borough Council and the Pennington Borough Police Association.
3. Collective negotiations shall be held at times and places mutually convenient to the parties.

ARTICLE VI - DISCRIMINATION OR COERCION

There shall be no discrimination, interference, or coercion by the Borough or any of its agents against the Police Officers represented by the Association [REDACTED] any of its agents intimidate or coerce Officers into membership. Neither the Borough nor the Association shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE VII - SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation, or court decision causes invalidation of any Article(s) or Section(s) of this Agreement, all other Articles and Sections not so invalidated shall remain in force and effect, and the parties shall renegotiate concerning such invalidated Article(s) or Section(s).

ARTICLE VIII - DUES DEDUCTION

Any full-time employee working in the bargaining unit on the effective date of the Agreement who does not join the Union within thirty (30) days thereafter, and any new employee who does not join the Union within thirty (30) days of the date of his/her hire shall, as a condition of employment, pay a representation fee to the Bargaining unit by automatic payroll deduction. This fee shall be in an amount equal to eighty five percent (85%) of the regular Union membership dues, any initiation fee and assessments as certified by the Union to Pennington Borough.

ARTICLE IX – PENSION

Pennington Borough shall continue to make contributions to the Police and Firemen's Pension system. This contribution shall be according to the terms fixed by statutes and laws of the State of New Jersey.

ARTICLE X – SENIORITY

1. Seniority is defined to mean accumulated time of police service as a Pennington Borough Police Officer. The day an Officer is sworn in as a Pennington Borough Police Officer is the date that his/her seniority begins.
2. January 1st shall be used to determine certain benefits including, but not limited to, salary, vacation, holidays, sick time and all other entitlements that an Officer subject to this agreement is entitled to. ~~Step increases shall be given on the officer's anniversary date.~~
3. Any Officer who voluntarily leaves the employment of Pennington Borough shall not retain any seniority from the previous dates of employment for Pennington Borough. Upon returning, benefits shall accrue as if the Officer were a new first time employee.

ARTICLE XI - DRIVER'S LICENSE

1. The work of the Pennington Borough Police Department requires that each Officer operate a motor vehicle. Each Officer must maintain a valid New Jersey driver's license and must present the same to the head of the Police Department on an annual basis or when deemed necessary. Any changes in the Officer's driving record shall be reported immediately or as soon as possible to the Head of the Police Department. Failure to maintain a valid New Jersey driver's license or failure to notify the Head of the Police Department of any changes may result in disciplinary action being taken against the Officer.

ARTICLE XII - INTRODUCTORY PERIOD

1. Officers' Introductory Period shall begin immediately upon being sworn in by Borough Council and shall be completed one year from that date. The length of the Field Training may vary depending on the Officer's prior experience. At any time during the Introductory Period, the Officer may resign. If at any time during the Introductory Period the Officer's work habits, attitude, attendance performance does not measure up to Pennington Borough's standards, the Officer may be asked to resign or be terminated.
2. Periodically, and at the end of the Officer's Introductory Period, he/she shall receive, in writing, an evaluation of work performance.

ARTICLE XIII - CALL BACK PAY

1. Occasionally, an Officer may be called back to work after his/her shift is completed for the day. If this occurs, the Officer shall be guaranteed a minimum of four (4) hours pay at the Officer's overtime rate. If the Officer works more than four (4) hours, he/she will be paid for the time actually worked at his/her overtime rate.

ARTICLE XIV - MEETING PLACE

1. Pennington Borough shall permit the Association to use the Borough Municipal Building for its meetings, subject to availability as cleared through the Borough Clerk's office.

ARTICLE XV - PROFESSIONAL DEVELOPMENT
AND EDUCATIONAL INCENTIVE

1. Professional Development. Officers attending police training schools and or seminars which are authorized by the Head of the Police Department, shall be reimbursed for actual expenses incurred, including reasonable costs of meals, tolls and mileage unless a Borough vehicle is provided.
 - a. Mileage will be calculated based upon the current Internal Revenue Service rate.
 - b. Actual tolls (receipts must be provided) will be reimbursed.
 - c. Up to eight dollars (\$8.00) for lunch (unless it is provided as part of the school or seminar) will be reimbursed (receipts must be provided).
 - d. The cost of the actual training will be borne by the Borough of Pennington if the Head of the Police Department required the officer's attendance.
 - e. Officers may attend training schools voluntarily and on their own time. All expenses incurred as a result of voluntary training are the responsibility of the Officer. Anyone who wishes to attend voluntary training must receive prior approval from the Head of the Police Department.

2. Educational Incentive.

- a. Officers who have earned an Associates Degree in Criminal Justice, Police Science, Psychology, Sociology, Communications or Human Services shall receive additional compensation per year each calendar year beginning in January of the Officer's 6th year of service with Pennington Borough.

2007	Six Hundred Dollars (\$600.00) annually
2008	Six Hundred Twenty Five Dollars (\$625.00) annually
2009	Six Hundred Fifty Dollars (\$650.00) annually

- b. Officers who have earned a Bachelor's Degree in Criminal Justice, Police Science, Psychology, Sociology, Communications or Human Services shall receive additional compensation per year each calendar year beginning in January of the Officer's 6th year of service with Pennington Borough.

2007	One Thousand Dollars (\$1000.00) annually
2008	Twelve Hundred Dollars (\$1200.00) annually
2009	Fourteen Hundred Dollars (\$1400.00) annually

- c. Education incentive payments shall be included in the regular salary and be considered part of the base pay.
- d. EMT education incentive payments shall be included in the regular salary and be considered part of the base pay. This payment shall be prorated based upon when the certification is obtained.

ARTICLE XVI - SURVIVOR'S BENEFIT CLAUSE

In the event of the death of an Officer, whether on duty or off, his/her **designees** shall be paid for the Officer's accrued vacation days and sick leave. Said payments for unused vacation time shall be made within sixty (60) days and within a timely fashion for accrued sick leave.

ARTICLE XVII - EMERGENCY MEDICAL TECHNICIAN PAY

1. Pennington Borough agrees to pay a premium to each Pennington Borough Police Officer who maintains a valid certification as an Emergency Medical Technician (EMT) by the State of New Jersey. Payment shall be part of the base salary. This premium is reflected in the following Guide:

EMT PREMIUM GUIDE

Year	Premium for Valid EMT Certification
2007	\$2,500.00
2008	\$3,000.00
2009	\$3,000.00

2. Pennington Borough agrees to allow each Officer with a valid EMT certification to attend any and all courses needed to obtain and keep this certification. The cost associated with these certifications and Continuing Education Units (C.E.U.s) shall be borne by the Officer receiving the premium. Personnel are permitted to attend any training and C.E.U.s during working hours with the approval of the Head of the Police Department. Such approval shall not be unreasonably withheld.

ARTICLE XVIII – MEAL PERIOD

Police Officers who work longer than four (4) hours shall be entitled to a thirty (30) minute meal period. It is understood that the meal period may be interrupted as needed.

ARTICLE XIX - OVERTIME

1. The normal work week shall be the present 12 hour schedule being worked, as previously agreed upon by the Borough Council, the Head of the Police Department and the Association. It is the prerogative of the Borough to determine the type of schedule that shall be worked. Any change in the present schedule shall be negotiated between the Borough of Pennington and the Pennington Borough Police Association. This will not prevent the administration from having the right to change the schedule to handle emergency situations. Said emergency schedule changes shall not exceed two weeks.
2. An Officer who is authorized, directed or required to work longer than the scheduling accord requires shall be entitled to time and one half his/her normal rate of pay for any time worked above and beyond the accord. Payments will be made for actual time worked.
3. Overtime shall be given out using a rotating list. Overtime shall first be offered to the senior Officer on the off squad, then to the next senior Officer, etc., etc.
4. Officers' regularly scheduled work shifts shall not be changed without fourteen (14) days notice as determined by the Head of the Police Department.
5. The above paragraph does not apply to any emergency situation (as determined by the Head of the Police Department) that requires personnel to report immediately.
6. Any Officer who works in excess of sixteen consecutive hours (16) shall be compensated at double time (2 time hourly rate) for all hours over the sixteen (16) hours.

ARTICLE XX - HOLIDAYS

1. Pennington Borough grants the following holidays per year to each Officer covered under this Agreement:

- New Year's Day
- Dr. Martin Luther King's Birthday
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

2. An Officer may take off to observe his/her religious holidays without pay. He/She must notify the Head of the Police Department at least ten (10) days in advance of his/her request for time off.
3. If a holiday occurs during an Officer's scheduled vacation, he/she is permitted to take an extra day of vacation.
4. Officers who work on the holiday shall receive their normal wages for the paid holiday, plus they will be paid one and one half times their normal rate for hours worked on the holiday.
5. Officers may opt to be paid for the holiday or receive a day off. This accrued time off may be taken, with the approval of the Head of the Police Department, provided that the effectiveness of the Pennington Borough Police Department shall not be diminished.
6. When the Mayor or his/her designee declares a day of other paid leave to Borough employees, Officers on duty shall be granted additional leave on an hour for hour basis of straight time to be determined by the Head of the Police Department.

ARTICLE XXI - VACATIONS

1. Officers shall be entitled to vacation days with pay, according to the following schedule:

Year 16.66 hours/month (80 hours)

Years 2 thru 5.....8.66 days/year (104 hours)

Years 6 thru 10.....10.66 days/year (128 hours)

Years 11 thru 15.....12.166 days/year (146 hours)

Year 16+14.166 days/year (170 hours)

2. Officers shall not receive advance vacation pay.
3. If any conflict arises in requests for vacation time, preference shall be given to the Officer with the most seniority.
4. Up to one half of one years vacation allotment may be carried over in a given year. For example, an employee receiving ten (10) vacation days may carry over up to five (5) days to the following year. If at the end of that year the employee has more than his/her original ten (10) day allotment remaining, he/she may still only carry over five (5) days.

ARTICLE XXII – FUNERAL (BEREAVEMENT) LEAVE

1. In the event of the death of any immediate family member, an Officer is entitled to five (5) days of paid bereavement leave.
2. Any Officer whose immediate family member dies is entitled to take up to ten (10) unpaid additional working days off before he/she must report back to duty.
3. In the event of the death of any other relative, the Officer shall be granted three (3) days of leave for the funeral; this time off shall come from time the Officer has already accrued to be used as time off: example would be vacation, holiday, sick time, schedule accord days or time owed off by the Department.
4. Bereavement leave for anyone other than a relative may be taken, but will be unpaid leave.
5. Immediate family member shall be defined as; mother, father, brother, sister, spouse, child, step-child or other member of the household, including mother-in law and father-in-law.

ARTICLE XXIII - SICK TIME COMPENSATION

1. The sick time policy for the Pennington Police Association shall be as follows:
 - a. Each Officer earns six (6) twelve-hour days of sick time per year (the equivalent of nine (9) eight hour days) at a rate of 6 hours per month.
 - b. Officers may accumulate up to sixty (60) twelve-hour days (the equivalent of ninety (90) eight hour days).
2. Any Officer who does not use any sick time between January 1st and December 31st of any year within the duration of the Agreement shall receive Five hundred dollars (\$500.00) from the Borough of Pennington.
3. Officers may opt to have the Attendance Incentive (described above) deposited into their deferred compensation accounts. Officers may also opt to take the Attendance Incentive in one lump sum.
4. Beginning upon execution of this contract, employees who retire under the provisions of the Police and Firemen's Retirement System will be reimbursed for unused sick time in accordance with the following:
 - a. After fifteen years of service to the Borough, any member who has a minimum of seven hundred twenty (720) hours of sick time (the equivalent of ninety eight hour work days) will be reimbursed at the rate of one (1) hour's salary for every three (3) accrued sick hours that they have up to a maximum of 720 sick hours (This is the equivalent of one eight hour work day for every three eight hour sick days, up to a maximum of 90 eight hour sick days.)

ARTICLE XXIV - PAID DETAIL SERVICE

1. Paid Detail Service shall be defined as services in the nature of special or private police duty, provided by Officers in their off-duty hours to individuals, groups, clubs, institutions and others who make payments for such services, and which services Pennington Borough is not obligated to provide as normal Police services.
2. Officers may engage in off-duty special work as defined above. Such work assignments shall be made by the Head of the Police Department, with preference given according to seniority of Officers who are off-duty.
3. All requests for paid detail service shall be submitted through the Head of the Police Department.
4. No employee shall be required or compelled to work a special detail.
5. Paid detail service shall require a four (4) hour minimum,
6. All payments for paid detail service shall be made to the Borough of Pennington.
7. In the event that an Officer is working a Paid Detail Service without a Pennington Borough provided vehicle, the Borough shall not be entitled to their administrative charge (\$10.00 per hour) that they require from the entity requesting the Paid Detail Service. The administrative fee shall then be paid to the Officer working the special paid detail. This portion of the Officer's increase shall be in addition to the Paid Detail Service rate the Officer is already entitled to. This will only apply if the officer uses a vehicle which they provide themselves

ARTICLE XXV - HEALTH BENEFITS

1. All Officers are entitled to health and prescription coverage under the New Jersey Health Benefits Program, with the Officer having the option of selecting whatever program may be available under the New Jersey State Health Benefits Program. These benefits are available for the employees and their eligible dependents and are paid for by the Borough of Pennington.
2. Retirement Health Benefits. The Borough of Pennington, through Resolution adopted 2 January 1974, adopted provisions of Chapter 111, Public Laws of 1973 and adheres to the rules and regulations promulgated by the State Health benefits Commission to implement the law. Accordingly,
 - a. The Borough of Pennington agrees to pay the premium or periodic charges for the benefits provided to all retired employees and their dependents covered under the program, but not including survivors, if such employees retired from a State or locally-administered retirement system effective on or after July 1, 1972, on a benefit based upon twenty-five (25) years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based upon fewer years of service credited in such retirement system; and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.
 - b. Limits of Retired Officers' coverage shall reflect the prevailing health benefits plan coverage extended to active employees at the time of the Officer's retirement.
 - c. Pennington Resolution to adopt Chapter 111, certified on 2 January 1974, is attached for reference.

ARTICLE XXVI - INJURY IN THE LINE OF DUTY

1. The Borough of Pennington will provide payments to an Officer injured in the line of duty and temporarily disabled in an amount equivalent to ninety (90) percent of such Officer's pay for a disablement period of up to fifty-two (52) weeks, provided that said officer is entitled to Workmen's Compensation. In no circumstance shall this benefit result in an Officer receiving a compensative take-home (net after deductions) amount that is greater than his/her non-benefit base take-home pay. The Borough shall have the right to monitor such benefits, payments, and compensation to insure equivalence of compensatory payments to base net take home pay.
2. Any Officer so paid agrees to make application immediately following such injury for Workmen's Compensation temporary disability benefits for such injury and to reimburse the Borough for the above payments by endorsing and delivering to the Borough said Workmen's Compensation checks immediately upon receipt thereof.
3. If after twenty-six (26) weeks the Officer is unable to return to duty he/she shall be required to present evidence by a certificate of a licensed physician of such inability. The Borough may reasonably require the Officer to present such certificate from time to time. Nothing contained in the Article shall bind the Borough to pay injury beyond fifty-two (52) weeks.
4. If the Borough does not accept the certificate of the physician, the Borough shall have the right, at its own cost, to require the Officer to obtain a physical examination and certification of fitness by a physician appointed by the Borough.
5. In the event the Borough physician certifies the Officer fit to return to duty, injury benefits granted under this Article can be terminated.
6. If the Borough can prove that an Officer has abused his/her privileges under this article, the Officer will be subject to disciplinary action by the Borough, up to and including termination.

ARTICLE XXVII – SALARIES

1. <u>Paid Detail Service</u>	<u>2007*</u>	<u>2008*</u>	<u>2009*</u>
	\$45.00/hour	\$55.00/hour	\$65.00/hour

2. <u>Salary Steps</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Recruit (Hire thru Academy Graduation)	36693	38362	40108
Class V (Academy Graduation thru 12 months of service)	37916	39641	41445
Class IV (Beginning year 1 thru completion of year 1)	40362	42198	44118
Class III (Beginning year 2 thru completion of year 2)	42808	44756	46792
Class II (Beginning year 3 thru completion of year 3)	47700	49870	52139
Class I (Beginning of year 4)	55039	57544	60162
Sergeant	58892	61572	64374

a. The Sergeant Salary Guide shall be at a premium of seven (7) percent above Class I.

3. Salary Increases

Recruit step and Class V step shall only apply to officers that are not completely PTC certified upon ~~hire~~ sworn in by Pennington Borough. (12) Twelve months of service shall begin on the day the recruit was sworn in by Pennington Borough.

All other officers shall begin ~~hire~~ steps at Class IV.

* This is the amount actually paid to the Officer through the Borough. This amount shall be increased by \$10.00 if the Officer does not use a vehicle provided by the Borough, as set forth in Article XXIV, paragraph 7.

MISCELLANEOUS PROVISIONS

This agreement incorporates the entire understanding of the parties in all matters, which are or could have been the subject of negotiations. During the term of the Agreement neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, and their corporate seals to be placed hereon.


PENNINGTON BOROUGH POLICE ASSOCIATION
FRATERNAL ORDER OF POLICE LODGE 140

BOROUGH OF PENNINGTON

Steve Friedman
FOP Lodge 140

Anthony Persichelli, Mayor
On behalf of the Borough Council

Danny D. Schick Sr.
FOP Labor Council Rep.

Elizabeth Sterling


Date December _____, 2007

Date December _____, 2007