

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution 2013-174

Council Meeting Date: 05-28-2013

Date Adopted: 05-28-2013

TITLE: RESOLUTION APPROVING LABOR CONTRACT BETWEEN
BOROUGH OF NEW PROVIDENCE AND SUPERIOR OFFICERS
ASSOCIATION OF PBA LOCAL 132 FOR THE PERIOD JANUARY 1,
2011 THROUGH DECEMBER 31, 2014

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Kapner.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve the labor contract, providing for the basis of compensation and terms and conditions of employment for those Police Officers within the bargaining unit, between the Borough of New Providence and Superior Officers Association of PBA Local 132 for the period January 1, 2011 through December 31, 2014.

BE IT FURTHER RESOLVED the Mayor and Borough Clerk are hereby authorized and directed to execute same on behalf of the Borough of New Providence. Funds for the implementation of this contract are being made available through the Municipal Budget.

APPROVED, this 28th day of May, 2013.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN				X
MUÑOZ	X			
ROBINSON	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 28th day of May, 2013.

Wendi B. Barry, Borough Clerk

AGREEMENT

Between

BOROUGH OF NEW PROVIDENCE

and

NEW PROVIDENCE SUPERIOR OFFICER'S ASSOCIATION

(LIEUTENANTS AND CAPTAINS)

January 1, 2011

through

December 31, 2014

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THIS AGREEMENT, made this ____ day of March 2013 between:

BOROUGH OF NEW PROVIDENCE, in the County of Union, a Municipal Corporation of the State of New Jersey, with offices at 360 Elkwood Avenue, New Providence, New Jersey, hereinafter referred to as “Borough” or “Employer”, and New Jersey State Policeman’s Benevolent Association, New Providence Superior Officer’s Association, hereinafter referred to as “S.O.A.”

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages and certain other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained , the parties hereto agree with each other in respect to the employees of the Employer, recognized as being represented by the S.O.A. as follows:

ARTICLE I: RECOGNITION

The employer hereby recognizes the aforementioned S.O.A. as the exclusive representative for all Lieutenants and Captains in its Police Department in New Providence, New Jersey, but excluding probationary employees, Patrolmen, Sergeants, Deputy Police Chief, the Chief of Police and all other employees.

ARTICLE II: MANAGEMENT RIGHTS

- A. The Borough, except as modified by this Agreement, retains and reserves all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the Laws and Constitutions of the State of New Jersey and of the United States, including, 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 of the facilities and of 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 and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection with the implementation 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 Constitutions and Laws of New Jersey and of the United States.
- C. Nothing contained in this Article shall be construed to deny or restrict the Borough of its powers, rights, authorities, duties and responsibilities under R.S. 40 or any other national, state, county, or local laws or ordinances.

ARTICLE III: GRIEVANCE PROCEDURE

Section 1

To provide for the expeditious and mutually satisfactory settlement of grievances, it is understood by the parties that this procedure shall be the sole method for the resolution of complaints of members of the S.O.A. The procedure shall be as follows:

Step 1. A superior officer with a grievance or the S.O.A. shall file a written grievance with the Chief of Police within ten (10) days of the circumstances giving rise to the grievance. If the superior officer chooses to discuss the grievance orally with the Chief of Police prior to that date, they can do so, but this has no impact on the time-frame within which a written grievance must be filed. A meeting on the written grievance shall be held within 7 days of the filing of the written grievance between the Chief of Police, the aggrieved party, and the S.O.A.'s designated representative. Said meeting shall not be public unless the parties so agree in writing. The Chief of Police shall render a written decision within 10 days of the date of the meeting.

Step 2: If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no written decision has been rendered within 10 days after the presentation of that grievance at Step 1, the matter may be referred by the grievant or S.O.A. to the Borough Administrator within 7 days of its disposition at Step 1. Such referral shall be in writing and shall incorporate all documentation pertaining to the grievance introduced at Step 1. The written submission be made to the Borough Administrator. A

meeting on the grievance shall be held between the S.O.A., the grievant and the Borough Administrator within 15 days of the receipt of the grievance by the Borough Administrator, at which meeting the parties may be represented. Said meeting shall not be public unless the parties so agree in writing. The Borough Administrator shall render a final written decision within 30 days of the date of the meeting.

Step 3. - Arbitration.

(a) If the Grievance is not settled through Step 2 and the grievance alleges a violation of this Agreement, either party may refer the matter to the New Jersey Public Employment Relations Commission for appointment of an arbitrator within 14 days after the determination by the Borough Administrator. An arbitrator shall be selected pursuant to the Rules of the New Jersey Public Employment Relations Commission.

(b) However, no arbitration hearing shall be scheduled sooner than 30 days after the final decision of the Borough Administrator. In the event the aggrieved elects to pursue his appellate rights in accordance with N.J.S.A. 40A:14-150, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her 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 any amendment or supplement thereto. The decision of the arbitrator shall be final and binding upon the parties.

(d) The costs for services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including, but not

limited to, the presentation of witnesses shall be paid by the party incurring same.

Section 2. The time limits specified in the grievance procedure shall be construed as maximum and may only be extended upon mutual agreement between the parties, which must be in writing. The term “days” shall be defined as calendar days in this Article.

Section 3.

- (a) The S.O.A. or aggrieved party can skip Step 1 and file the written grievance directly with the Borough Administrator at Step 2 only when the grievance cannot be effectively ruled upon by the Chief of Police due to his level of managerial decision-making. Upon receipt of the grievance by the Borough Administrator, however, if the Borough Administrator believes that the Chief can effectively rule upon the grievance, he shall send the grievance back to Step 1 and notify the PBA and aggrieved party that he has done so. Otherwise, the Borough Administrator shall proceed on the grievance in accordance with the Step 2 procedures. If necessary, the Borough Administrator shall refer the grievance back to Step 1 within 7 days and shall notify the S.O.A. in writing of same. When this occurs, the Step 1 time limits shall apply from the date that the grievance was referred back to Step 1.
- (b) The failure of the Borough to timely issue a decision at any step of the procedure shall constitute a denial of the grievance at that step and shall give the S.O.A. or grievant the right to move to the next step of the procedure, although only the S.O.A. may move the grievance to arbitration.
- (c) If the grievant or S.O.A. fails to comply with any of the time limits set forth herein, the grievance shall be deemed to have been abandoned and the S.O.A. shall be

precluded from submitting the matter to arbitration. No Arbitrator shall have any authority whatsoever to rule upon the merits of a grievance if he finds that the grievance has been abandoned in accordance with these procedures.

Section 4. An employee may be represented by himself or, at his option, by an S.O.A. representative at any stage of this grievance procedure. The PBA shall have the right to be present at all grievance hearings. Only the PBA may refer a grievance to arbitration.

ARTICLE IV: SALARIES

A. Police Captain and Police Lieutenant

Salaries shall be adjusted in accordance with the salary guide which is attached hereto as Schedule A. The percentage wage increase for all employees covered by this Agreement will be as follows:

Effective and Retroactive to January 1, 2011:	0.00%
Effective and Retroactive to July 1, 2012:	2.00%
Effective and Retroactive to January 1, 2013:	1.00%
Effective July 1, 2013:	1.00%
Effective January 1, 2014:	1.25%
Effective July 1, 2014:	1.25%

In addition to the above wage increases, the Borough will also incorporate 48 hours of pay into base salary for all members of the bargaining unit effective January 1, 2013. This will result in an additional across-the-board increase of 2.31% effective January 1, 2013 [48 hours divided by 2,080 hours]. This increase is incorporated in Schedule A.

B. Lieutenants

The Lieutenant's Salary will be at least 6% above the Sergeants' base salary. In addition the Lieutenants will receive not less than the incremental increases given to the membership of PBA Local #132 including the Patrolmen's Contract and / or the Sergeant's Contract, whichever is greater.

ARTICLE V: LONGEVITY

Section 1.

Only those officers covered by the Agreement who were hired prior to January 1, 1998 shall be entitled to and paid longevity payments and adjustments as follows:

Upon completion of four (4) years of service and thereafter.....2% of base pay.

Upon completion of eight (8) years of service and thereafter.....4% of base pay.

Upon completion of twelve (12) years of service and thereafter....6% of base pay.

Upon completion of sixteen (16) years of service and thereafter...8% of base pay.

Upon completion of twenty (20) years of service and thereafter..10% of base pay

Longevity shall be paid in equal payments throughout the calendar year and included in the employees' regular paycheck.

Section 2.

Notwithstanding the provisions of the foregoing Section1, no employee shall be entitled to receive longevity payment in excess of \$2,400.00.

Section 3.

Effective with the anniversary date occurring during each calendar year, any employee whose eligibility date is prior to July 1 shall receive longevity from January 1 of that year.

Those whose anniversary dates fall on or after July 1 shall receive longevity pay from July 1 of that year.

**ARTICLE VI: WORK SCHEDULE, HOURS OF WORK,
AND OVERTIME COMPENSATION**

A. The work schedule for members of the S.O.A. will be agreed upon between the Chief of Police and members of the S.O.A.

B. Effective retroactive to January 1, 2013, the practice of providing members of the SOA with the option, each year, of selecting four (4) Administrative Leave days in lieu of overtime pay shall be eliminated and SOA members shall no longer be entitled to Administrative Leave days. Instead, Lieutenants and Captains shall be compensated at the rate of time and one-half for overtime in the same manner as employees receive pursuant to the Patrolman and Sergeants' contracts.

C. Lieutenants and Captains are only permitted to work overtime upon written approval by the Chief of Police or Deputy Chief of Police.

D. For purposes of this agreement, the term "days" when referring to sick leave, vacation, personal days and administrator leave days shall be based on 8 hour work days.

E. Effective January 1, 2013, Lieutenants and Captains shall be required to work an additional 16 hours per calendar year at scheduled events that occur outside their normal working days and/or hours as directed by the Chief of Police. The scheduled events that the Chief can direct a Lieutenant or Captain to work includes, but is not limited to, working the Memorial Day Parade, the Independence Day Festivities, street fairs, and the Christmas Walk.

ARTICLE VII: SICK LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of bona fide medical reasons, bona fide personal illness, accident or exposure to contagious disease.

B. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day (that is, a period of eight (8) hours) per month during the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. The fifteen (15) working days of Sick Leave shall be put into the employee's sick leave bank effective January 1 of each calendar year.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate without limit to the employee's credit from year to year to be used if and when needed for such purposes.
3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.

C. Reporting of Absence on Sick Leave

1. An employee that seeks to be absent as a result of reasons that entitle him to sick leave must notify the Police desk of the absence at least one-half (1/2) hour prior to his scheduled reporting time. Failure to do so may result in disciplinary action.

D. Verification of Sick Leave

1. Any employee that works 12-hour shifts and that is absent on sick leave in excess of 36 consecutive working hours shall be required to submit acceptable medical evidence substantiating the basis for the sick leave. Any employee that works 10-hour shifts and that is absent on sick leave in excess of 30 consecutive working hours shall be required to submit acceptable medical evidence substantiating the basis for the sick leave. Any employee that works 8-hour shifts that is absent on sick leave in excess of 24 consecutive working hours shall be required to submit acceptable medical evidence substantiating the basis for the sick leave.
 - (a) An employee 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 any additional sick leave in that year.
 - (b) In addition, the appointing authority may require proof of illness of any employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action;
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
3. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by a physician designated by the Borough, at the Borough's expense. Such examination shall establish whether the employee is capable of performing

his normal duties and that his return will not jeopardize the health of other employees.

E. Job-connected Illness or Injury

1. Any employee who sustains job connected illness or injury, shall be maintained at full pay, less any weekly workman's compensation benefits he may receive, until such time as the employee shall either return to work, apply for and/or receive pension, and/or be certified by the employer's physician as able to return to work, but only to a maximum of three (3) years. In order to extend beyond two years however, the employee must provide the Borough with documentation from her/her personal physician which demonstrates that the employee is likely to recover and return to work within six (6) months. In such a case, the Borough will grant the employee a six (6) month extension. The employee may apply for another six (6) month extension provided that the employee provides the Borough with the appropriate documentation as set forth above. In no event shall the Borough grant an extension beyond three (3) years. There shall be no deductions made from the employee's sick leave benefits during this period.
2. It is understood that the employer shall have the right to require such employee to report to a physician of the employer's choosing for examination to determine the employee's fitness for return to duty.

F. Exhaustion of Sick Leave.

The parties have agreed upon a program for donated sick leave, which is annexed hereto as Schedule B.

ARTICLE VIII: DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the S.O.A. because of membership or activity in the S.O.A. The S.O.A. or any of its agents shall not intimidate or coerce employees into membership. Neither the employer nor the S.O.A. shall discriminate against any employee because of race, creed, color, age, sex, religion, sexual orientation, disability or national origin, or other characteristic protected by state or federal law.

ARTICLE IX: SEPARABILITY & SAVINGS

A. In the event that any federal or state legislation, government regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

B. Except as may be otherwise provided for within this Agreement, the failure to enforce any provision of this Agreement or otherwise exercise one's rights pursuant thereto shall not be deemed as a waiver thereof.

ARTICLE X: OUTSIDE EMPLOYMENT

If any person, organization or agency desires the services of a police officer during his off duty hours, and the performance of such services are approved in advance by the appropriate Borough official, the police officer shall be paid through the Borough with appropriate deductions for taxes made therefrom, it being understood that such payment shall be remitted by said person, organization or agency directly to the Borough on behalf of the officer. It is further understood that such compensation received by the police officer shall not be considered as salary or wages from the Borough and shall not affect the police officer pension entitlement. Any police officer, who engaged in other off duty activities for compensation, which are not approved by the Borough as aforesaid, shall not be eligible or entitled to receive payment in this manner.

ARTICLE XI: PERSONAL LEAVE TIME

Each current member shall be entitled to 40 hours of personal leave per year.

Those persons hired on or after January 1, 1998 shall be entitled to 24 hours of personal leave per year. In the event a member shall have unused personal leave days from the previous calendar year, the hours shall be automatically added to his vacation in the succeeding calendar year, and scheduled in accordance with Article XVIII.

ARTICLE XII: INSURANCE

- A. The Borough agrees to provide and pay for a Point of Service (“POS”) Plan through AmeriHealth, including surgical insurance, which shall include the following:
1. Office Visit Co-Pay (In Network): \$20.00 per visit
 2. Policy Coverage Limits: Unlimited lifetime maximum benefit.
 3. Out-of-Network Deductible: \$300.00 per calendar year for individual; \$600.00 per calendar year for family.
 4. Out-of-Network Co-Insurance: After the applicable deductible set forth above, the Plan provides an 80% co-insurance benefit for all eligible out-of-network expense incurred by the employee (and/or eligible dependents) and 100% co-insurance for any out-of-network expenses incurred by the employee (and/or eligible dependents) once the Out-of-Pocket Maximum set forth below has been reached in a given calendar year.
 5. Out-of-Network, Out-of-Pocket Maximum:
 - i. Individual: \$900.00 per calendar year
 - ii. Family: \$1,800.00 per calendar year
 6. Dental Benefits: A family dental plan, as originally implemented by the Borough in 1988, with the consent of the S.O.A. Effective in 2000, the dental insurance shall be increased to a maximum coverage of \$1,000.00 per person per year and shall include orthodontics.
 7. Optical Benefits: For employees only, one hundred dollars (\$100.00) per year towards eye exams, lenses, frames or contact lenses, with a receipt.
 8. Pre-Admission Certification/Continued Stay Review and Mandatory

Second option.

The Borough agrees to provide the aforementioned insurance benefits to all eligible officers and their eligible dependents.

- B. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided, subject to review by the S.O.A.
- C. Notwithstanding anything contained in the foregoing paragraphs to the contrary, all employees in the negotiating unit will have the option of health insurance coverage under the POS Plan provided by the carrier or of selecting coverage under the Preferred Provider Organization (“PPO”) Plan or “Traditional Plan” provided by the carrier on condition that employees selecting the PPO or Traditional Plan must pay the difference between the cost of the POS Plan and the PPO or Traditional Plans as may be selected. The Borough will establish a Section 125 Plan to enable employees to elect coverage under the PPO to pay the premium difference with pre-tax dollars. The Borough shall also establish an opt out program with the benefit of 50% of the cost of POS coverage for employees who opt out of any health insurance coverage offered by the Borough.
- D. The Borough agrees to cooperate with the S.O.A. and Teamsters in the collective effort to control Health Insurance costs. Upon notice from the S.O.A. the Borough Administrator agrees to convene a meeting with representatives of the S.O.A. and the Teamsters to review current Health Insurance costs and consider modifications to plan benefits to reduce the cost of the plan. Upon agreement of plan modifications among the unions and management, with concurrence of the Borough Council, the Borough Administrator shall execute plan changes on a

Borough-wide basis at the next available renewal. It is understood that the renewal of current health insurance plan occurs on July 1st. To assure adequate time to review the renewal, this meeting should occur upon receipt of the renewal proposal. The Borough Administrator shall notify the S.O.A. upon receipt of the renewal proposal.

ARTICLE XIII: NO-STRIKE PLEDGE

A. The S.O.A. covenants and agrees that during the term of this Agreement neither the S.O.A. 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, sick-out, or walk-out, against the Borough. The S.O.A. agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, work stoppage, sick-out, or walk-out, it is covenanted and agreed that participation in any such activities by any employee covered under the terms of this Agreement may be deemed grounds for disciplinary action up to and including discharge of such employee or employees. All employees who continue full performance of their duties during such strike, slowdown, work stoppage, sick out, or walk-out shall receive full pay and all benefits provided in this Agreement.

C. The S.O.A. will actively discourage any strike, slowdown, work stoppage, sick-out, or walk-out and, consistent with the rights of its members, issue a statement, in writing, describing such strike, slowdown, work stoppage, sick-out, or walk-out as illegal and invalid.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough 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 the S.O.A. or its members.

ARTICLE XIV: DISCIPLINARY ACTION

- A. Disputes involving the discipline of employees covered by this Agreement shall be governed by the appeal procedures set forth in applicable statutes, regulations and ordinances such as N.J.S.A. 40A:14-147 et seq..
- B. Failure to qualify with sidearms may result in disciplinary action. The Borough shall provide an in-service training program for firearms proficiency.
- C. Disputes involving minor disciplinary matters not governed by the appeal procedures referred to in paragraph A above will be subject to the grievance procedure set forth in Article III of this Agreement.

ARTICLE XV: RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges, and benefits which the Lieutenants and/or Captains enjoyed as provided for in the contracts of PBA Local #132 including the Patrolmen's and/or the Sergeants Contract and/or the SOA contract, shall be maintained.

ARTICLE XVI: POLICE EQUIPMENT

- A. It shall be the responsibility of each police officer to immediately report any defective vehicles to his immediate supervisor.
- B. Each police officer shall utilize reasonable care and be fully responsible for equipment assigned to him.

ARTICLE XVII: FULLY-BARGAINED PROVISIONS

A. During the course of collective negotiations, each party has been free to propose and negotiate with regard to all appropriate subjects, which it might have desired to place before the other for consideration. This Agreement incorporates all rights and obligations assumed by each party and granted through its terms by each to the other as a result of the negotiating process, and it is specifically recognized that since both parties hereto are desirous of stabilizing their relationship by an executed document for a specific duration, for that duration, neither side shall be obligated to enter into further negotiations regarding any matter not specifically designated by clear and express language within this Agreement.

B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as may be otherwise determined by the Public Employment Relations Commission.

ARTICLE XVIII: VACATIONS

A. All S.O.A. members – who shall be required to have at least five years of service with the Police Department to be eligible to hold the rank of Lieutenant or Captain – will be credited with the vacation amounts set forth in the chart below on January 1 of the calendar year in which they will reach the number of years of continuous service shown in the first column:

Continuous Service with Department	Anniversary Date 1/1/ to 6/30	Anniversary Date 7/1/ to 12/31
5 Years	104 Hours	100 Hours
6-9 Years	104 Hours	104 Hours
10 Years	136 Hours	120 Hours
11-14 Years	136 Hours	136 Hours
15 Years	160 Hours	148 Hours
16-19 Years	160 Hours	160 Hours
20 Years	200 Hours	180 Hours
21+	200 Hours	200 Hours

- B. Vacations will normally be taken in full weeks, subject to a schedule approved by the Chief.
- C. No vacation time shall be accumulated from year to year, except where an employee loses his vacation time by reason of being required to work during said period. In such cases, said employee shall be granted the unused vacation time at a subsequent period, or equivalent payment or compensation shall be made upon certification of the appropriate department head and approval of the Borough Council.

ARTICLE XIX: TERMINAL LEAVE

The parties agree to a terminal leave program which will provide a maximum benefit value of \$17,000. Entitlement to the maximum terminal leave or any part thereof shall be based upon the number of accumulated unused sick days at the time of retirement. Employees with 100 or fewer accumulated sick leave days at the time of retirement shall be entitled to paid terminal leave based upon those unused sick days at the ratio of 1 for 4 days to the maximum dollar amount set forth above. For those employees with more than 100 accumulated and unused sick days at the time of retirement, the ratio shall be paid terminal leave based on 1 day for 3 days of unused sick leave. Employees must retire under PFRS to be eligible for terminal leave payment, and eligible employees will remain on the payroll until their terminal leave entitlement is paid. If the payout of terminal leave results in an employee being on the payroll in a new calendar year, there shall be no entitlement to any additional paid time off for items such as vacation, personal days, sick days, holidays and the like as a result of remaining on the payroll into a new calendar year. Employees on terminal leave shall continue full health care coverage until the effective retirement date.

ARTICLE XX: HOLIDAYS

These Borough holiday schedule shall include:

New Years' Day

Lincolns Birthday

Presidents Day

Good Friday

Memorial Day

July 4th

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

The SOA recognizes that members may be required to work certain holidays. In such cases that members are required to report to work on a holiday, an arrangement will be agreed upon with the Chief of Police to compensate the member by giving him time off on another mutually agreed upon day. Employees shall also be entitled to an additional holiday to celebrate the birthday of Martin Luther King, but only if such additional holiday is granted by the Borough to other employees outside this bargaining unit.

ARTICLE XXI: EDUCATIONAL ASSISTANCE

In the event a permanent employee desires to improve his skills through further education, the Borough will reimburse such employee in accordance with its established educational assistance policy. That policy, adopted by the Borough pursuant to Resolution 79-121, is hereby incorporated by reference as if fully set forth herein.

ARTICLE XXII: SENIORITY

Seniority for police officers shall be determined by length of service in a rank and then length of service in the Department. In the event it becomes necessary to reduce the number of employees, lay-off shall be by seniority with the least senior member being first laid off. Recall from lay-off shall be in inverse order, and the Municipality shall not hire any additional employees while there are permanent members on lay-off status and eligible for recall.

Employees' rights for recall shall be two (2) years from date of lay-off and shall be forfeited if recall to work is refused, and/or the employee fails to advise the Municipality of his latest address to which such notification, by certified or regular mail, would be sent.

ARTICLE XXIII: DURATION

The term of this Agreement shall be from January 1, 2011 through December 31, 2014, and from year to year subject to written notice from either party to the other of the desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than August 30 of the last year of this Agreement (or of any renewal year). If timely written notice is given, successor negotiations shall commence no later than September 13 of the year in question. The foregoing notification and commencement dates are derived from Public Employment Relations Commission Regulation Section 19:16-2.1 and the adoption by the Public Employment Relations Commission of February 10th required budget submission date for municipalities such as the Borough. In the event of any change in the PERC statute or regulations, this Article shall be deemed to have been amended to conform to such change.

ATTEST:

BOROUGH OF NEW PROVIDENCE

By: _____

J. Brooke Hern, Mayor

NEW PROVIDENCE SUPERIOR OFFICER'S
ASSOCIATION.

ATTEST:

By: _____

Wayne Maurer

Theresa Gazaway

Schedule A

Salary Guide

Police Captains – Based on 2080 hours annually

<u>Ending Salary 1/1/2010</u>	<u>1/1/2011</u>	<u>7/1/2012</u>	<u>1/1/2013</u>	<u>Plus 48 Hours 1/1/13</u>	<u>Total 1/1/13</u>	<u>7/1/2013</u>	<u>1/1/2014</u>	<u>7/1/2014</u>
	0%	2.00%	1.00%	2.31%		1.00%	1.25%	1.25%
\$123,440.00	\$123,440.00	\$125,909.	\$127,168.	\$2,938	\$130,105	\$131,407	\$133,049	\$134,712

Police Lieutenants – Based on 2080 hours annually

<u>Ending Salary 1/1/2010</u>	<u>1/1/2011</u>	<u>7/1/2012</u>	<u>1/1/2013</u>	<u>Plus 48 Hours 1/1/13</u>	<u>Total 1/1/13</u>	<u>7/1/2013</u>	<u>1/1/2014</u>	<u>7/1/2014</u>
	0%	2.00%	1.00%	2.31%		1.00%	1.25%	1.25%
\$112,435.00	\$112,435.00	\$114,684	\$115,831	\$2,676	\$118,506	\$119,691	\$121,187	\$122,702

*Effective 1/1/13, the salary for Police Captains and Police Lieutenants will be based on 2,128 hours pay per year, whereas hourly rate is based on 2,080 hours per year.

SCHEDULE B

DONATED LEAVE GUIDELINES

I. Purpose

- A. The intent of this program is to permit full time, sworn, New Providence Police Department employees to donate earned sick time and/or vacation time on a voluntary basis to another full time, sworn, New Providence Police Department employee who is suffering from a catastrophic health condition or injury and/or prolonged illness or injury which compels their prolonged absence from work.
- B. An employee who is to be a recipient of donated time must first exhaust all of his/her own accumulated sick, vacation, personal and compensatory time. The employee must also produce a doctor's certification at the onset of the illness or injury to substantiate the nature of the illness or injury, and to specify the length of time that the employee will probably be absent from work. An employee who utilizes donated leave time will be treated as a Borough employee on a leave of absence with pay and will not be subject to a diminishment of wages and benefits.
- C. The donation of sick, personal, compensatory and/or vacation time must be initiated by the employee through the Chief of Police. The request must be on the forms provided by the Borough and must be made prior to the exhaustion of all accumulated sick, vacation, personal and compensatory time. Upon approval by the Recipient/Donor Committee members, all police department employees, as described above are eligible to donate time on a voluntary basis.

II. Eligibility

A. Recipient

A New Providence Police Department employee shall be eligible to receive donated sick, personal, compensatory and/or vacation leave from other police department employees if the employee meets all the following criteria:

1. Must have completed one-year continuous service with the New Providence Police Department.
2. Must be suffering from a catastrophic health condition or injury and/or prolonged illness or injury that necessitates the employee's prolonged absence from work for which the employee has no availability of paid leave.
3. Must produce acceptable medical verification from a physician or other licensed health care provider. The medical verification must indicate the nature, severity and anticipated duration of the disability resulting from the serious or prolonged health condition or injury involved.
4. Exhausted all accrued paid leave time including compensatory time, sick leave, personal and vacation leave.

B. Donor

An employee to be eligible to donate leave to another employee must meet the following criteria:

1. Must donate whole days.
2. Must have at least 15 days of accrued sick leave remaining to his/her credit following any donations.
3. Must not have solicited nor accepted anything of value for the donation.

III. Recipient/Donor Committee

- A. A Recipient/Donor Committee shall review every request for donated sick leave. The Recipient/Donor Committee members must approve, by majority, the eligibility of any employee before he/she can participate in the program. Decisions and approvals regarding eligibility will be made on a case-by case basis. The committee shall consist of the following personnel:
1. Chief of Police
 2. Deputy Chief of Police
 3. Borough Nurse
 4. Two PBA Members
- B. An appeals process, through the grievance procedure, shall be available to any requestor who disagrees with the committee's decision.

IV. Procedures

- A. Any employee may request to participate as a recipient in this program by contacting the Chief of Police. The Chief of Police will require medical documentation concerning the nature, severity and anticipated duration of the medical emergency involved. The Chief of Police shall document the request, on forms provided by the Borough, and then shall arrange for a meeting of the Recipient/Donor Committee without delay.
- B. If approved by the Recipient/Donor Committee, the Chief of Police will then post on employee bulletin boards or communicate by other appropriate means, the name(s) of eligible employee(s) who will have exhausted all earned paid leave time by a designated date. The posting will be done only with the recipients

consent. If the employee is unable to consent, the employee's family may consent on behalf of the employee. Notice shall be provided to all appropriate majority representatives.

- C. Full time, sworn employees may donate within the prescribed limitation only whole days of sick leave, compensatory time, vacation leave, or a combination thereof.
- D. The donor and the recipient (or family representative) will fill out the required forms. No one shall directly or indirectly intimidate, threaten or coerce, or attempt to intimidate or coerce any other employee for the purpose of interfering with any right which such employee may have with respect to contributing, receiving or using unpaid leave under this program. The above shall include promising to confer or conferring any benefit (such as appointment, promotion or compensation). An affidavit to this effect shall be signed by the donor. Any employee who engages in the above prohibited conduct shall be subject to disciplinary action.
- E. The donor's leave time will be reduced by the number of days donated with regard to that donor's respective bank.
- F. Any time donated to the recipient will be kept confidential and not disclosed to the recipient or any other individuals requesting this information. This provision will not include any individuals who facilitate this program.
- G. The eligible recipient's leave time will be credited with the donated time indicating the donor may receive days from more than one donor. Records shall be maintained by The Borough's Personnel Office showing the donor's name, number and type of days donated.

- H. The eligible recipient may receive 180 donated days from the date the recipient (employee) exhausts all available accrued sick, vacation, personal and compensatory time.
- I. Nothing in this policy eliminates the ability of the officer requesting donated leave to request additional paid leave from Borough Council.
- J. If the employees prolonged absence extends beyond the expiration of the 180 day donated leave time, the employee may make application for an additional 80 days to a maximum 260 days donated leave time.
- K. Should an employee return to work, or otherwise terminate the use of leave with donated time remaining, that time will be returned to the donor(s) on a prorated basis in days. Any pro-ration that would amount to less than one day per donor will be rounded up to one day per donor.
- L. The recipient employee, while using donated leave, will continue to earn sick, personal, compensatory and/or vacation leave. If the earned sick leave is unused when the employee returns to work, all such earned time shall be retained by the recipient employee and credited to the employee's accrued sick time leave.
- M. If the recipient retires, he/she will not be granted supplemental compensation for any unused sick days, which he/she received through the donated sick leave program.
- N. Once the sick and/or vacation leave has been donated, it may not be revoked by the donor.
- O. Donations may not be used on a retroactive basis.