

AGREEMENT
BETWEEN THE
BOROUGH OF SOUTH BOUND BROOK
AND
SOUTH BOUND BROOK
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL No. 148
JANUARY 1, 2007 THROUGH DECEMBER 31, 2009

LOCCKE, CORREIA, SCHLAGER, LIMSKY & BUKOSKY
24 Salem Street
Hackensack, New Jersey 07601
201-488-0880

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AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2007, for the period between January 1, 2007 at 0001 hours through and including December 31, 2010 at 2400 hours, between the Mayor and the Council of the Borough of South Bound Brook, hereinafter referred to as the "Borough" or "Employer" and the New Jersey State Police Benevolent Association, South Bound Brook Police Local Number 148 (South Bound Brook Police Officers), hereinafter called the "PBA" and represents the complete and final understanding on all bargain issues between the Borough and the PBA.

WITNESSETH

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, (hours of work and other conditions of employment) and fringe benefits.

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 PBA as follows:

ARTICLE I
RECOGNITION

The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all it's Police Officers and Sergeants in the Police Department in South Bound Brook, New Jersey, but excluding the Chief, Lieutenants and other employees.

ARTICLE II
MANAGEMENT RIGHTS

The Borough of South Bound Brook 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. The executive management and administrative control of the Borough Government and its properties, facilities and activities of it's employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
 - 1. To use improved methods and equipment to decide the number of employees needed for any particular time and to be in dole charge of the quality of the work required.
 - 2. To hire all employees to promote, transfer, assign or retain employees in positions within the Borough.
 - 3. To reprimand, suspend, discharge or take any other appropriate disciplinary action against any employee for just cause.
 - 4. To lay off employees in the event of lack of funds.
- 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 therewith shall be limited only by the terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of New jersey and of the United States and ordinances of the Borough of South Bound Brook.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties or responsibilities under R.S. 40, 40A and 11.

ARTICLE III
NO STRIKE

There shall be no strikes, work stoppages or slowdowns of any kind during the life of this agreement. No Officer or representative of the PBA shall authorize, institute or condone any such activity. The Employer shall have the right to take disciplinary action, including discharge against any employee participating in a violation of the provisions of this Article.

ARTICLE IV
GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement; the following procedures shall be followed:

STEP #1: An Officer with a grievance shall, within fourteen calendar days from the date of occurrence of the facts, which gave rise to the grievance, discuss it with the Administrative Supervisor, either directly or through the P.B.A.'s designated representative for the matter of resolving the issue informally.

In the absence of the Administrative Supervisor for greater than fifteen calendar days, Step #1 shall be eliminated and the aggrieved party shall proceed to Step #2.

STEP #2: If the aggrieved party is not satisfied with the disposition of his/her grievance at Step #1 or if no decision has been rendered within fourteen calendar days after presentation of the grievance at Step #1, he/she may file a written grievance with the Chief of Police.

The meeting of the written grievance shall be held within fourteen calendar days of the filing of the written grievance between the Chief of Police and the aggrieved party. The Chief of Police thereon shall render a decision in writing within fourteen calendar days after holding such meeting. In the absence of the Chief of Police for greater than fifteen calendar days, Step #2 shall be eliminated and the aggrieved party shall proceed to Step #3.

STEP #3: If the aggrieved party is not satisfied with the disposition of his/her grievance at Step #2 or if no decision has been rendered within fourteen calendar days after presentation of that grievance at Step #2, he/she may file a written grievance with the Police Commissioner and/or Police Committee. A meeting of the written grievance shall be held within thirty calendar days of the filing of the written grievance between the Police

Committee; the aggrieved party and the PBA's designated representative. A decision thereon shall be rendered in writing by such meeting.

STEP #4: If the aggrieved party is not satisfied with the disposition of his/her grievance at Step #3 or if no written decision has been rendered within thirty calendar days after presentation of that grievance at Step #3, the matter may be referred by the PBA or its designated representative to the Mayor and Borough Council. A meeting on the grievance shall be held between the PBA and the Mayor and Borough Council at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Mayor and Borough Council shall render their final written decision within thirty calendar days of the date of the meeting.

STEP #5: ARBITRATION

1. If the aggrieved party is not satisfied with the disposition of his/her grievance at Step #4, the PBA may within fourteen calendar days of receipt of the written decision of the Mayor and Borough Council, request arbitration of said grievance.
 2. An arbitrator shall be selected by the parties from the panel of arbitrators maintained by the Public Employment Relations Commission in accordance with the selection procedures of the Commission. The decision or award of an arbitrator shall be final and binding on the parties subject to N.J.S.A. 2A:24-1, et seq.
 3. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement and shall confine his decision to the interpretation of this Agreement. He shall confine himself to the one (1) issue submitted for arbitration unless otherwise agreed to by the parties.
 4. The cost of the service of the arbitrator shall be borne equally by the parties. Any other expenses including the presentation of witnesses incurred in connection with the arbitration shall be paid by the party incurring same. Only the PBA or the Borough shall have the right to submit a matter to arbitration.
- B. The time limit specified in the grievance procedure shall be construed as maximum. If a grievance is not presented within the aforementioned time period (as specified), it shall not thereafter be considered a grievance under this Agreement.
- C. Any employee may be represented at any and all stages of the Grievance Procedure by himself or at his/her option by a representative selected or approved by the PBA. When an employee is not represented by the PBA, the PBA shall have the right to be present and state its views at all stages of the Grievance Procedure.

ARTICLE V
HEALTH BENEFITS

- A. The Borough of South Bound Brook shall continue to pay FULL cost of health benefits for all South Bound Brook Police Officers including their families. The Borough reserves the right to change insurance carriers and/or plans or to self-insure so long as substantially similar benefits are provided.
- B. Upon retirement from the South Bound Brook Police Department, the retired employee retains his/her medical benefits in which he/she was covered at the time of retirement, paid in full by the Borough of South Bound Brook and pursuant to PFRS regulations for the employee only. Any increase in the cost beyond the retirement date or changes in coverage are to be borne by the employee.
- C. Effective 8/01/2007, all new employees shall pay \$25.00 per month for health insurance. The Borough shall establish "125" Plan.

ARTICLE VI
SALARIES

The salary schedule for all South Bound Brook Police Officers recognized as being represented by the PBA shall be set forth in the Appendix which is attached hereto and hereby, made a part thereof. The schedule for each year shall be effective as of January 1st of that year.

ARTICLE VII
VACATION

- A.

<u>BOROUGH SERVICE</u>	<u>WORKING DAYS</u>
Six months but less than one year	Eight (8)
One year but less than five years	Fifteen (15)
Five years but less than ten years	Eighteen (18)
Ten years but less than fifteen years	Twenty-three (23)
Fifteen years but less than twenty-five years	Twenty-seven (27)
Twenty-five years or more	Twenty-nine (29)
- B. Police Officers appointed prior to June 1st shall receive six days vacation during the calendar year in which they were appointed.
- C. Police Officers appointed after June 1st shall receive paid vacation in accordance with the vacation schedule and his/her anniversary date.

ARTICLE VIII
UNIFORM ALLOWANCE

Each member of the Police Department shall receive an annual uniform allowance in accordance with the following calendar years:

<u>Year</u>	<u>Amount</u>
2007	\$850.00
2008	\$900.00
2009	\$950.00

ARTICLE IX
RETENTION OF BENEFITS

- A. Except as otherwise provided herein, all rights, privileges and benefits which the Officers have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement at no less than the highest standards in effect at the commencement of this negotiation resulting in this contract.
- B. All past practices of this Borough will specifically be included in this Agreement.
- C. The provisions of all municipal ordinances and resolutions, except as specifically modified, shall remain in full force and effect during the term of this contract and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE X
LEGAL AID

- A. The employer will provide legal aid to all personnel covered by this agreement in suits or other legal proceedings against them arising from incidents in the line of duty. This shall not be applicable in any disciplinary or criminal proceedings instituted against the employees of the Employer.
- B. If a Police Officer or Sergeant is acting under his authority on-duty or off-duty and a citizen signs a Criminal Complaint against the Officer, he can have, paid for by the Borough, the Attorney of his choice.

ARTICLE XI
DISCRIMINATION OR COERCION

- A. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA.
- B. The PBA or any of its agents shall not intimidate or coerce employees into membership.
- C. Neither the Employer nor the PBA shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE XII
EQUIPMENT

- A. The Borough shall not require employees to operate any equipment or machinery that is not in safe operating condition nor equipped with the safety appliances prescribed by law or regulations adopted thereto.
- B. Equipment, which is potentially unsafe, shall be tagged so that such equipment will, as may be appropriate, be subject to use with caution or not used until it is repaired.
- C. The Borough shall reimburse to the Officer up to one hundred dollars (\$100.00) per occurrence, any item of the Officer's designated uniform or equipment damaged during the line of duty.
- D. The Borough of South Bound Brook agrees to provide a new bulletproof vest for every officer wishing to have one issued. Such vests shall be replaced every five years from the original date of purchase. The cost to replace the vests shall be incurred by the Borough of South Bound Brook. Any officer receiving a vest shall be responsible to wear it while on duty, unless authorized otherwise by the Chief Of Police.

ARTICLE XIII
SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by such tribunal pending a final determination as to its validity, such provision or application shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIV
POLICEMEN'S RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every Police Officer shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations or other concerted activities for mutual aid and protection or to refrain from doing so.
- B. Elected representatives of the PBA shall be permitted time off to attend negotiating sessions, grievance sessions and meetings of the joint PBA Management Committee, provided the efficiency of the Department is not affected thereby.
- C. A Police Officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated Superior Officer is present at the time of the inspection.
- D. The Borough agrees to notify the individual Police Officer if any material derogatory to the Police Officer is placed in his personnel jacket.

ARTICLE XV
BILL OF RIGHTS

- A. Members of the South Bound Brook Police Force hold a unique status as public Officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality. The security of the community depends to a great extent on the manner in which Police Officers perform their duty. Their employment is thus in the nature of a public trust.
- B. The wide-ranging powers and duties given to the Department and its members in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the force. These questions often require immediate investigation by Superior Officers designated by the Chief of Police. In an effort to ensure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following rules are here by adopted.
- C. Unless the exigencies of the investigation dictate otherwise the interrogation of a member of the force shall be at a reasonable hour and when the member of the force is on duty.
- D. When, however the exigencies of the situation dictate that a member of the force be subject to interrogation when he/she is not on-duty, he/she shall then be paid at a compensatory rate.
- E. The interrogation shall take place at a location designated by the investigating Officer. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
- F. The member of the force shall be informed of the nature of the investigation before any interrogation commences.
- G. The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. This shall be provided also for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
- H. The member of the force shall not be subject to offensive language nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.
- I. The complete interrogation of the member of the force shall be recorded mechanically or by department stenographer. There shall be no "Off-The-Record" questions. All recesses called during the questioning shall be recorded.
- J. If a member of the force is under arrest or is likely to be, that is; if he/she is a suspect or target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the Supreme Court of the United States.

- K. In all cases, in the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for a member of the force, if he/she so requests, to consult with counsel and/or his/her Association representative before being questioned concerning a violation of the Rules and Procedures. Council and a representative of the Association may be present during the interrogation of a member of the force.

ARTICLE XVI
MISCELLANEOUS

- A. The Borough shall provide to every member a copy of the Police Rules and Regulations, special orders, general orders, training bulletins and a copy of this agreement.
- B. The cost of printing copies of this agreement shall be borne by the Borough.

ARTICLE XVII
TERMINAL LEAVE

- A. Qualifications for Terminal Leave
A member of the South Bound Brook Police Department upon completion of twenty-five (25) years (all Police Departments Total) of service and upon qualifying under the rules and regulations of the State of new Jersey's Police and Firemen Pension System shall be granted a pro-rated leave of absence from regular duty; with pay, for a period up to and not exceeding six (6) months. This leave of absence shall be commonly known as Terminal Leave.
- B. Notice of Intent to Retire
The retiring member shall inform the Mayor and Council of the member's retirement date no later than the September Council meeting preceding the first day of January of the effective retirement year.
- C. Determination of Terminal Leave
 1. A retiring member shall be given 1.3 days credit for each two (2) days of accumulated sick time on record; up to and not exceeding the members retirement date.
 2. A retiring member shall be given one days credit for each unused Vacation Day and unused Personal Day on record; up to and not exceeding the member's retirement date.
 3. Credit days shall be applied towards Terminal Leave.

ARTICLE XVIII
SICK DAY ALLOWANCE

- A. All Police Officers are entitled to fourteen (14) sick days per year.
- B. Unused sick days may be accompanied up to two hundred (200) days for use in the Terminal Leave Program.
- C. Members with ten (10) or more years of service may sell back sick time at rate of fifty percent (50%) when leaving the department.
- D. Unused sick days may be compensated at a rate equal to one half of the employee's normal daily salary or wages at the end of each calendar year.
- E. The Borough may require proof of illness of an employee on sick leave whenever such requirement appears warranted under the circumstances.

ARTICLE XIX
PERSONAL DAY ALLOWANCE

- A. All Police Officers shall be entitled to personal days per year as follows:
 - 1. After four months of employment: One day
 - 2. After eight months of employment: One additional day
 - 3. After twelve months of employment: One additional day
 - 4. Each year thereafter: Three personal days per year
- B. A personal day shall be granted with three (3) days or less notice.
- C. One personal day may be carried over into the first quarter of the following year if an officer so wishes.

ARTICLE XX
OVERTIME

- A. For the purpose of computing overtime, all hours worked in excess of twelve (12) hours in one twenty-four (24) hour day shall be compensated at a rate of one and one half (1.5) times the Officers regular base rate.
- B. For the purpose of computing overtime for personnel working an eight (8) hour shift, all hours worked in excess of eight (8) hours in a twenty-four (24) hour day shall be compensated at a rate of one and one half (1.5) times the Officers regular base rate.
- C. Overtime hours worked shall be compensated at one and one half (1.5) times the hourly rate or Compensatory time off at the rate of one and one half (1.5) times the actual time worked, at the Officer's discretion.
- D. Overtime rate shall continue to be computed as follows: Base Salary divided by one thousand three hundred eighty seven (1,387) equals overtime rate.
- E. A Police Officer who is dismissed at the end of a tour of duty and recalled back to duty at a time not continuous to the Police Officer's regular tour of duty, shall receive a minimum of three (3) hours work or pay.
- F. All Police Officers may be required to work a reasonable amount of overtime.

ARTICLE XXI
COURT

Court time will be construed as regular overtime. (See Article XX)

ARTICLE XXII
SCHEDULE

- A. Purpose and Clarification
For the purpose and clarification of this contract a "Day" equals a twelve (12) hour day.
- B. Twelve Hour Work Schedule
The regularly scheduled work week for personnel working a twelve (12) hour shift schedule, patrol division, shall be a twelve (12) consecutive hour shift. The work schedule shall consist of three (3) consecutive days of work, two (2) consecutive days off, two (2) consecutive days of work, three (3) consecutive days off, two consecutive days of work, two (2) consecutive days off. (i.e., on, on, on, off, off, on, on, off, off, on, on, on, off, off, etc.)

C. Non-Twelve Hour Work Schedule

1. The regularly scheduled work week for Officers not working a twelve-hour shift (as designated in Article XXII, Section 2) shall work in accordance with a schedule assigned by the Chief of Police (or his designee). The total hours that Assigned Officers shall work per calendar year shall equal two thousand eighty hours, which includes non-regulatory days off.
2. The mutually agreed upon schedule must be coordinated on or before October 1st of each year by both the Assigned Officer and the Chief of Police or his designee.

D. Schedule Assignments

Police Officers shall work in accordance with a schedule determined by the Chief of Police or his Assignment Officer. The schedule shall be posted at least two (2) weeks in advance (complying with Article XXII, Section 2) excluding the assigned relief Police officer.

E. Major Holiday Work Schedule

The four capable (i.e., not on workmen's compensation, funeral leave) South Bound Brook Officers with the least seniority would be the sole Officers working; Easter, Thanksgiving and Christmas every year. The selection of shifts would be selected by seniority amongst those four Officers. The Officers receiving the day off in question would be automatically scheduled for a replacement day for the convenience of the schedule within seven (7) days "pre" or "post" the holiday, barring any scheduling conflicts which would prevent such. Senior Officers not interested in accepting this option shall forward a written correspondence to the scheduling Officer at least thirty days prior to the holiday. Under these conditions, only necessary Officers with the least seniority would be responsible to cover that holiday.

ARTICLE XXIII
DENTAL BENEFITS

- A. All South Bound Brook Police Officers and their families shall receive the benefits of a Family Dental Plan agreed upon by both the Borough and the Officers. The Borough reserves the right to change insurance carriers and/or plans or to self-insure so long as substantially similar benefits are provided.
- B. There shall be a dental cap, which shall increase every year if necessary, to equal the exact treatment and benefits afforded to the South Bound Brook Police Officers and their families.

1.	Preventive Diagnostic	100%
2.	Remaining Basic Benefits	70/30%
3.	Crowns, Inlays and Gold Restorations	50/50%
4.	Prosthodontics Benefits	50/50%

There is a maximum of twenty-five dollars (\$25.00) per patient per calendar year, which is not applicable to Preventive and Diagnostic Services.

- C. The Borough reserves the right to change the insurance carrier and/or plan or to self-insure so long as substantially similar benefits are provided.

ARTICLE XXIV
TUITION REIMBURSEMENT

- A. A Police Officer who enrolls in a degree program in police science or criminal justice will have his/her tuition costs paid for in advance up to the Rutgers' University tuition rate provided such Officer has received a Grade of C or better or a passing grade where a letter grade is not available.
- B. In the event the Officer fails to successfully complete (as described in "A" above) the course(s) and/or remain in the employment of the Borough until the completion of said course, the Officer shall reimburse the Borough for the tuition fees and book allowance.
- C. The Borough will reimburse the Officer for books for the aforementioned course(s) at the rate of \$100 per course.

ARTICLE XXV
INCREMENT FOR HIGHER EDUCATION

- A. All South Bound Brook Police Officers who have or will have obtained an:
 - 1. "Associate in Science" degree shall receive an additional two hundred fifty dollars (\$250.00), per year.
 - 2. "Bachelor of Science" degree shall receive an additional five hundred dollars (\$500.00), per year.
 - 3. "Bachelor of Science" degree plus additional fifteen (15) credits shall receive an additional six hundred fifty dollars (\$650.00), per year.
- B. The foregoing payments will be made during the month after receiving the degree.

ARTICLE XXVI
SPECIAL EVENTS

The Borough of South Bound Brook shall offer outside overtime opportunities as they become available to full-time sworn Police Officers first.

ARTICLE XXVII
SAVINGS PLAN

The Borough of South Bound Brook shall institute and maintain a savings plan mutually agreed upon between the Borough and the South Bound Brook Police Officers.

ARTICLE XXVIII
ON-CALL SUBPOENA PAY

Each member of the South Bound Brook Police Department shall be entitled to two hours regular hourly pay for each eight (8) hours during which they are on-call for trial testimony pursuant to a prosecutorial subpoena or notice provided they are not already on-duty during at least one half of the hours during which testimony may be required pursuant to the times specified in the subpoena or notice or regular hours of the applicable court. All Officers will make a reasonable good faith attempt to determine when they are released from on-call status. In no case will compensation for on-call status be extended beyond the week of the subpoena or notice unless a new subpoena or notice is issued.

ARTICLE XXIX
FUNERAL LEAVE/ DEATH IN FAMILY

- A. In case of death of a member of the immediate family of a South Bound Brook Police Officer, up to three (3) consecutive scheduled workdays lost attending the funeral during the period beginning with the date and extending through the day after burial, inclusive, such Officer will be protected from loss of pay at his regular salary.
- B. For the purpose of this section, a member of the immediate family shall be limited to the father or step-father, mother or step-mother, husband, wife, brother, sister, grandchildren, son, daughter, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents of Officer or grandparents of spouse, whose funeral is attended by the Officer.
- C. Upon request the Officer will furnish the Chief of Police with proof of death and attendance at the funeral. In the case of the return of the body of a deceased serviceman, the above will apply for three (3) consecutive workdays between the arrival of the body in the country and the day of burial.

ARTICLE XXX
CRITICAL STRESS COUNSELING

The Borough shall provide Critical Stress Incident counseling as needed.

ARTICLE XXXI
E.M.T. REIMBURSEMENT ALLOWANCE

Officers who are current Emergency Medical Technicians or are in the process of maintaining their certification shall be eligible to receive a reimbursement allowance in accordance with the following calendar years:

2007	\$650.00
2008	\$700.00
2009	\$750.00

Officers must maintain their certification for the prior twelve (12) months in order to be eligible for this reimbursement. Payment shall be made in one lump sum payment, payable on the 15th of December.

ARTICLE XXXII
SEVERANCE PAY

In the event that the Borough of South Bound Brook chooses to disband the Police Department, or if the Police Department merges with another municipality, or is taken over by another entity and an officer is not offered a position in the entity, then the Borough of South Bound Brook shall pay that officer a severance pay allowance. Severance pay shall be paid equally in twelve (12) monthly payments equal to one year's current based salary on that officer's rank.

APPENDIX

A. For all employees employed by the Borough as of August 1, 2007:

	<u>2007</u>	<u>2008</u>	<u>2009</u>
Sergeant	\$89,777	\$92,919	\$96,171
Step 3	\$83,046	\$85,952	\$88,961
Step 2	\$71,128	\$73,617	\$76,194
Step 1	\$53,335	\$55,202	\$57,134
Probation	\$47,472	\$49,134	\$50,853

B. For all employees employed by the Borough after August 1, 2007:

	<u>2007</u>	<u>2008</u>	<u>2009</u>
Sergeant	\$89,777	\$92,919	\$96,171
Step 4	\$83,046	\$85,952	\$88,961
Step 3	\$70,284	\$72,744	\$75,290
Step 2	\$57,523	\$59,536	\$61,620
Step 1	\$44,761	\$46,328	\$47,950
Probation	\$32,000	\$33,120	\$34,279

The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and provisions of this Agreement shall commence no later than one hundred twenty (120) days prior to the date on which this Agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC).

It is agreed that the terms and conditions of this Agreement shall remain in full force and effect during negotiations for a successor agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in the Borough of South Bound Brook, New Jersey on the ____ day of _____, 2007.

SOUTH BOUND BROOK PBA LOCAL NO. 148

BOROUGH OF SOUTH BOUND BROOK

By: _____
Frederick Fittin
PBA President

By: _____
Richard Eickhorst
Mayor

By: _____
Sandra Vladyka
PBA Vice President

By: _____
Kathleen Conner
Police Commissioner

By: _____
Douglas LaGrua
PBA Secretary

By: _____
Johnathon Fanarro
Police Committee

By: _____
Gerald Fasanella
Police Committee

By: _____
Donald Kazar
Borough Clerk