

AGREEMENT

BETWEEN

BOROUGH OF MT. ARLINGTON

AND THE

MT. ARLINGTON FRATERNAL ORDER OF POLICE

LODGE #78

2009-2010

*cc:-Borough administrator
- Finance Department
10/12/09*

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PREAMBLE

This Agreement entered into this 9 day of October, 2009, by and between the BOROUGH OF MT. ARLINGTON, in the County of Morris, a Municipal Corporation of the State of New Jersey (the Borough), and the MT. ARLINGTON FRATERNAL ORDER OF POLICY LODGE #78 (the Lodge).

ARTICLE I - RECOGNITION

The Borough hereby recognizes the Lodge as the sole and exclusive collective bargaining representative for all employees of the Police Department except for those police officers above the rank of Sergeant.

ARTICLE II - MANAGEMENT RIGHTS

B. The Borough hereby retains and reserves unto its, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the laws and constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

The executive management and administrative control of the Borough government and its properties and facilities and the activities of its employees.

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.

To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties, and responsibilities now or in the future under R.S. 40 or any other national, state, or county law.

D. The exercise of management rights is not subject to the grievance procedure.

ARTICLE III - LODGE RIGHTS

A. The Borough agrees to grant time off without loss of pay to one (1) employee in the bargaining unit to attend state or national meetings or conventions, except in the event of any emergencies in accordance with the New Jersey State Law. A minimum of seventy-two (72) hours written notice of attendance of such meetings shall be provided to the Chief of Police by the Lodge.

B. During collective negotiations, one (1) authorized lodge representative shall be excused from work duties to participate in collective negotiation meetings, depending upon the scheduling of such meetings and providing adequate additional personnel are on duty to afford adequate police protection as determined by the Chief of Police.

C. The Borough agrees that a portion of the departmental bulletin board shall be available for use by the Lodge for the posting of notices and bulletins pertaining to lodge business and activities.

ARTICLE IV - DUES CHECK-OFF AND AGENCY SHOP

A. 1. Upon presentation to the Borough of a dues check-off card signed by individual employees, the Borough will deduct from such employee's periodic salary the amount set forth on said dues check-off card.

2. Thereafter, the Borough will on a quarterly basis, March, June, September (first week off), and December, forward a check in the amount of all dues withheld for this purpose to the lodge representative entitled to receive same.

3. The said lodge representative shall be appointed by resolution of the Lodge and certified to the Borough by the Lodge.

4. The provisions of this Section A, as well as the right of individuals to withdraw their dues deduction authorizations, shall be subject to and governed by N.J.S.A. 52:14-15.9e.

B. Subject to applicable administrative and judicial decisions, any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Lodge within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall pay a representational fee to the Lodge by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular lodge membership dues, fees, and assessment as certified to the Borough by the Lodge. The Lodge may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees, and assessments. The Lodge's entitlement to the representation fee shall continue beyond the termination date of this Agreement so

long as the Lodge remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Lodge and the Borough.

C. The Lodge agrees that it will indemnify and hold harmless the Borough against any and all actions, claims, demands, losses, and expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Borough at the request of the Lodge under this Article.

ARTICLE V - WORK DAY, WORK YEAR, AND SCHEDULE

A. The workday shall be defined by the current working schedule established and in place.

B. The Police Department shall utilize a twelve (12) hour schedule for patrol with four (4) days on and four (4) days off. The normal work period shall be eight (8) consecutive days. The employees expressly agree that they shall receive straight time for all hours worked up to and including forty-eight (48) hours in the eight (8) day work period. For all hours worked in excess in excess of the forty-eight (48) hours within the eight (8) day work period, employees shall receive either time and one-half pay or compensatory time in accordance with the Police Department policies and procedures.

C. C.The work year shall be two thousand one hundred and ninety r, (2190) regardless of rank and assignment.¹ An officer's first work day of the eight (8) day work period shall be the first work day of the cycle for overtime purposes. In determining the schedule, the Chief of Police shall communicate and seek input from the department staff. Consideration in determining, changing or amending the schedule will include, but not be limited to; the number of working patrol officers, the number of working supervisors, assignments of officers, the needs of the department, the needs of the community and the department goals and objectives.

D. Overtime shall be paid at the time and one half rate. This rate is determined by multiplying the employee's hourly rate by one hundred and fifty percent (150%). The employee's hourly rate is determined by dividing the employee's base yearly salary by two thousand one hundred and ninety, (2190).

¹ The officers are receiving an additional one hundred ten (110) hours of straight-time pay in his/.her base salary to compensate said officer for the additional one hundred ten (110) hours worked over the course of the year.

Overtime is to be defined as time worked in excess of a regularly scheduled shift or time worked during a regularly scheduled day off as defined by the schedule established by the chief of police or designee. Sick leave shall not count as hours worked for overtime purposes in accordance with the FLSA.

Overtime shall include all court appearances that arise from police department matters, which fall outside the employee's work schedule.

All overtime will be paid no later than the second (2nd) pay period after the date the overtime was worked.

E. Any employee who is not at work and is called back to work on a regularly scheduled day off, shall be compensated a minimum of three (3) hours. All employee's covered under this agreement will be provided twenty four (24) hours advance notice of any change in their work schedule, whenever practical.

F. For purposes of vacation time and personal days the number of hours allotted for each day will coincide with the number of hours of that employee's regularly scheduled work shift.

ARTICLE VI - GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the head of the department and having the grievance adjusted without the intervention of the Lodge.

B. Definition.

A grievance is defined as any dispute between the Borough and the employee organization with respect to interpretation, application, or violation of policies, and procedures, and administrative decisions affecting them and may be raised by an individual, the employee organization, or the Borough. No issue shall be submitted to the grievance procedure, which issue was discussed with no agreement having been reached during the negotiations leading to the instant agreement, provided that the foregoing shall not be construed to bar enforcement of otherwise enforceable past practices.

C. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent. The written submission called for in steps one through four below shall set forth reasonable detail the underlying facts, the

specific Agreement provisions involved, the relief sought, and an explanation as to why decision(s) rendered below, if any, are unsatisfactory.

Step One.

The moving party shall present the grievance in writing signed by the aggrieved to his immediate supervisor within five (5) calendar days of the occurrence giving rise to the grievance for the purposes of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The supervisor shall make whatever additional investigation is necessary and shall give his decision within five (5) calendar days after presentation of the grievance.

Step Two.

If a grievance is not resolved at Step One, the moving party may, within ten (10) calendar days of receipt of the answer in Step One, submit the written grievance to the Chief of Police, who shall give his answer within ten (10) calendar days of the presentation of the grievance in Step Two.

Step Three.

If the grievance is not resolved at Step Two, it may be appealed in writing within five (5) days to the Borough Police Committee. The Borough Clerk shall be agent for receipt of the grievance by the Police Committee. Upon receipt of an appeal, the Police Committee shall schedule a meeting to discuss the grievance within fifteen (15) calendar days of receipt of the appeal unless extended by mutual agreement. In any event, the decision of the Police Committee shall be made no later than twenty-five (25) calendar days after the receipt of the grievance.

Step Four.

If the grievance is not resolved at Step Three, it may be appealed in writing within five (5) calendar days after receipt of the answer in Step Three to the Governing Body. The Borough Clerk shall be the agent to receipt of the grievance. Upon receipt of an appeal, the Governing Body shall schedule a meeting to discuss the grievance within thirty-one (31) calendar days of receipt of the appeal unless extended by mutual agreement. In any event, the decision of the Governing Body shall be made no later than ten (10) calendar days after the receipt of the grievance.

Step Five - Arbitration.

A. In the event the grievance has not been resolved at Step Four, either the Borough, the Lodge, or an individual member of the Lodge may request arbitration within five (5) calendar days. The arbitrator shall be chosen in accordance with the rules of the New Jersey Employment Relations Commission.

B. The arbitrator shall be bound by provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

C. The cost of the services of the arbitrator shall be borne equally between the Borough and the Lodge. Any other expenses incurred including, but not limited to the presentation of witnesses, shall be paid by the party incurring same. Notwithstanding the foregoing, if an individual member of the Lodge files for arbitration without the support and backing of the Lodge, said individual, if he loses in arbitration,

shall be solely responsible for all arbitration fees and expenses, including the reasonable attorney's fees for the attorney representing the Borough.

D. The arbitrator shall set forth his findings of fact and reasons for making his award. The decision of the arbitrator shall be final and binding.

E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be denied. A failure to respond to a grievance at any level within the provided time periods shall be deemed a denial of the grievance at that level. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

F. Disputes concerning terms and conditions of employment governed by statutes or regulations may not be submitted to arbitration if the statutes or regulations are administered or enforced by state or federal agency.

ARTICLE VII - WORK RELATED INJURY

A. Where an employee covered under this Agreement suffers a work connected injury or disability, the Borough shall continue such employee at full pay during the continuance of such employee's inability to work for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the workers compensation act or other insurances wholly paid by for the Borough to provide for wage continuation shall be paid over to the Borough.

B. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Mayor and Council and Chief of Police may reasonably require the said employee to present such certificate from time to time from the police surgeon or other designated borough physician.

C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the division of workers compensation establishing such further period of disability and such findings by the division of workers compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

D. For the purpose of this article, injury or illness incurred while the employee is attending a Borough sanctioned police activity shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate workers compensation judgment, or if there is an appeal therefrom, the final decision of the last reviewing court.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE VIII - TRAVEL ALLOWANCE

A. Police Officers shall be compensated for using their personal vehicles for attendance at required police schools, or in other approved official police business at the rate adopted by the Borough for all Borough employees, which is currently the rate approved by the I.R.S., provided that personal vehicles shall be used only when a departmental vehicle is not made available to the officer.

B. Police Officers will receive up to seven dollars and fifty cents (\$7.50) per meal when traveling on official business. Compensation shall be made upon the officers' return and presentation of receipts.

ARTICLE IX - PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police. The confidentiality of the documents maintained in personal history files is subject to applicable statutes and executive orders pertaining to citizen access to public records.

B. Any member of the police department may by appointment, review his personal file, but this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut if he so desires within ten (10) working days, and he shall be permitted to place said rebuttal in his file.

D. All personal history files will be carefully maintained and safeguarded permanently, and nothing in any file shall be removed therefrom for any reason.

E. Any record or document put into personal files must first be signed by the officer before it is put into the file.

ARTICLE X - CEREMONIAL ACTIVITIES

A. In the event of a police officer in another department in the State of New Jersey is killed in the line of duty, the employer will permit any off duty officer of the department to participate in funeral services for the said deceased officer, subject to call back to duty in an emergency. The off-duty officer(s) attending will be allowed the use of one (1) marked patrol car, subject to availability.

B. Police officers participating in such funeral services shall not be entitled to any compensation during the time in which they are participating in said funeral services.

ARTICLE XI - SICK AND BEREAVEMENT LEAVE

A. Sick Leave.

Service Credit for Sick Leave.

- (a) All employees shall be entitled to sick leave with pay based on their rate of pay at the time of illness or injury.
- (b) Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease.

Amount of Sick Leave.

Sick leave is available on an "as needed" basis for use to recover from illness or injury, subject to provisions of N.J.S.A. 40A: 14-137.

Reporting of Absence on Sick Leave.

- (a) If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time, except in case of an emergency.
- (b) Failure to notify the department may be cause for denial of sick leave for that absence.
- (c) Absence without notice for one (1) consecutive days shall allow the Borough to take appropriate disciplinary action in accordance with law.

Verification of Sick Leave.

- (a) An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness, provided,

however, the Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable at the Borough's sole expense. Abuse of sick leave may be cause for disciplinary action.

- (b) The Borough may require an employee who has been absent because of personal illness or exposure to a contagious disease as a condition of his return to duty to be examined at the expense of the Borough by a physician of the Borough's choice.
- (c) Any non-emergency surgery, hospital, or other institutional care or confinement shall require written notice to the Mayor and Council or Chief of Police. The Mayor and Council shall have the right to require an examination by a Borough appointed physician mutually agreed upon. All leaves of absences shall conform to N.J.S.A. 40A: 14-137.

B. Bereavement Leave.

- 1. In case of death in the immediate family, an employee shall be granted three working days leave.
- 2. Immediate family shall be defined as the employee's spouse, civil union partner as defined by New Jersey law, child, stepchild, mother, father, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, or sister-in-law.
- 3. Reasonable verification of the event may be required by the Borough.

ARTICLE XIII - VACATIONS

A. All employees shall receive vacations based upon total time of service as follows:

During 1 st year.....	5 days
After the 1 st year of service	10 days
After the 5 th year of service	15 days
After the 10 th year of service	20 days
After the 15 th year of service	21 days
After the 16 th year of service	22 days
After the 17 th year of service	23 days
After the 18 th year of service	24 days
After the 19 th year of service	25 days

B. Vacations are to be in effect from January 1 to December 31 and are granted on a calendar year basis for employees who remain on the payroll continuously and without interruption for the requisite number of years. Leaves of absence shall neither count towards continuity of service nor be counted for purposes of accruing additional vacation under this section.

C. Vacations must be taken during the current calendar year pursuant to advance notice to the Police Department and department approval. In the event vacation time is not used, unused vacation shall be carried forward until March 31 of the next succeeding year, during which extended time it must be granted. Thereafter, vacation time that has not been used by March 31 shall be paid in cash at the rate of one-half day for each such unused vacation day.

D. If an employee is on vacation and become sufficiently ill so as to require hospitalization for four (4) days or more, he may have such period of illness and post hospital recuperation period condition considered sick leave at his option upon proof of hospitalization and a physician's certificate.

E. No employee who is on vacation shall be recalled except in case of the full mobilization of the department by the Chief of Police to meet a clear and present emergency confronting the Borough, as per N.J.S.A. 40A: 14-146.9.

ARTICLE XIV - UNIFORMS

A. The Borough shall supply to each new member of the police force a complete uniform and equipment issue, which shall be comprised of all such equipment, and uniform as may be required for the new employee to service the Police Department. Such uniform and equipment issue shall be without charge to the new employee.

B. The Borough shall provide a uniform allowance of six hundred fifty dollars (\$650) per year, to each employee including detective covered by this Agreement. All moneys paid under this paragraph shall be on a voucher basis.

C. The Borough will provide an allowance for the maintenance and cleaning of uniforms for all members of the department in the amount of seven hundred dollars (\$700), for each of the years of 2009-2010. This allowance will be paid in two (2) equal installments with the requirement of a voucher on January 15 and July 15.

D. The bargaining unit shall receive a maximum of two (2) winter coats per year on an as needed basis.

E. When the manufacturer's five (5) year warranty on armor protection expires, the Borough will replace same at its sole expense for those Lodge members who agree to wear same whenever they are on duty.

ARTICLE XV - SALARIES

A. Employees who work as detective shall receive an additional annual increment in the amount of **two thousand dollars (\$2000)** which shall be paid pursuant to past practice.

B. Effective January 1, 2009, employees' base salaries shall increase by 2%, retroactively. Effective May 1, 2010, officers' base salaries shall increase 3%.

C. Effective January 1, 2009, eighty-eight (88) hours of holiday pay at the officers' current straight time hour rate will be added to the officers' base salaries.

D. Every officer's base salary will be increased by one hundred and ten (110) hours of each officer's hourly, straight time rate, effective January 1, 2009.

The salary steps in effect during the term of this Agreement will be as follows:

	2009	2010**
Academy	\$37,529	\$38,655
Step 1	45,887	47,264
Step 2	53,915	55,533
Step 3	61,947	63,806
Step 4	69,979	72,079
Step 5	78,007	80,348
Step 6	86,037	88,619
Sergeant	93,810	96,625

** 3% Effective 5/1/10

Hiring date of all men covered by this Agreement:

Lowry 02-02-86
 Goode 08-08-94
 DiStasio..... 12-11-95
 LaBruno..... 04-01-97
 Wargo 03-19-01
 DeRosa 05-01-02
 Shallop 10-01-02

Carson..... 09-06-04
McCoach..... 02-14-05
Coupe 10-03-05
Green..... 8-1-06
Farina..... 3-3-08

ARTICLE XVI - COLLEGE CREDITS

A. Police Officers shall receive additional compensation upon completion of college courses according to the following schedule:

Annual stipend to be paid each year in addition to wages and other benefits.

- | | | |
|----|--|---------|
| 1. | Upon completion of thirty (30) credits | \$250. |
| 2. | Upon completion of sixty (60) credits | \$500. |
| 3. | Upon completion of ninety (90) credits | \$750. |
| 4. | Upon completion of one hundred twenty (120) credits or completion of a bachelor's degree requirement | \$1000. |

B. Any payments under this article shall commence on the first day of July next succeeding the completion of the credits and shall be paid on each July first thereafter. All said annual college credit moneys shall be paid in a separate check.

ARTICLE XVII - TRAINING

- A. Police officers may be required to attend police training schools.
- B. Any police officer approved by the Chief of Police to attend training school beyond his regular tour of duty shall be compensated at the time and one-half $\frac{1}{2}$ rate.

ARTICLE XVIII - MEDICAL AND DENTAL INSURANCE

A. The Borough shall continue to provide medical insurance coverage to full time employees according to current practices. Effective January 1, 2009, each police officer shall contribute one-percent (1%) of his/her pensionable base salary as a contribution for health benefits coverage on a pre-tax basis.

B. Officers' healthcare coverage shall be provided through the State Health Benefits Program ("SHBP") or a substantially similar plan. The employer reserves the right to change insurance carriers, so long as equivalent benefits are provided.

C. The Borough shall offer enrollment, to all employees covered under this agreement, in a comprehensive dental plan that must provide at least the following coverage:

Preventative Services-	100%
Basic Services-	80%
Major Services-	50%

The maximum benefit per individual per year will be \$1,000.00. There will be a \$50.00 deductible. The deductible does not apply to Preventive Services and there need only be a maximum of three deductible amounts satisfied under family coverage.

D. All coverage and benefits listed in Article XVIII of this agreement will extend and cover spouses and all dependents until reaching the age of twenty-three (23) years old.

E. No officers hired after January 1, 2009 shall be entitled to retiree medical coverage for either himself/herself or his/her family and/or spouse. Officers hired before January 1, 2009 shall be entitled to retiree medical coverage after working twenty-five (25) pensionable years in PFRS and upon retiring in good standing.

ARTICLE XIX - LEAVE OF ABSENCE

A. All permanent, full time employees covered by this Agreement shall be eligible for considerations of a leave of absence without pay for period not to exceed one hundred and twenty days (120).

B. The employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative, who shall append his recommendations and forward the request to the Borough Clerk of the request. The Borough shall respond to a request for a leave of absence, indicating its denial or approval, no later than ninety (90) days after receipt by the Borough Clerk of this request. If the Borough makes no response within ninety (90) days, this will be deemed an approval by the Borough. The Borough Council shall consider each case on its merits and without establishing a precedent. Any leave of absence shall be granted solely at the discretion of the Borough Council.

C. A leave of absence may be renewed for a maximum of two (2) one hundred twenty (120) working day terms for reason of personal illness, disability, or other reasons deemed proper and approved by the Borough Council. Normally, any leave of absence shall be granted only when the employee has used his vacation leave, if leave without pay is requested for reasons other than illness. This section can not be utilized to seek other employment. A violation of this section may subject employees to disciplinary proceedings.

D. Seniority shall be retained but shall not accrue during such leave.

ARTICLE XX - NO STRIKE PLEDGE

A. The Lodge covenants and agrees that during the term of this Agreement neither the Lodge 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 of abstinence in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment, work stoppage, slowdown, or walkout against the Borough.

B. In the event of a strike, slowdown, or other deliberate interference with normal work procedure, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action in accordance with applicable law.

C. The Lodge will actively encourage the prevention or termination of any strike, work stoppage, slowdown, walkout, or other job action against the Borough.

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 Lodge, or its members, in accordance with applicable law and regulation.

ARTICLE XXI - NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof by either of the parties thereto.

ARTICLE XXII - SEPARABILITY AND SAVINGS

A. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. If the invalid provisions or applications can be given an ascertainable dollar value, the Borough shall reimburse employees in an amount equal to their economic loss over the term of this Agreement.

ARTICLE XXIII - REPLACEMENTS

A. No full time employee covered by this Agreement shall be replaced by any non-police, part time, or other personnel.

B. No post presently filled by a full time employee covered by this Agreement shall be covered by any non-police, part time, or other personnel.

C. Nothing stated in paragraphs A or B of this Article shall be construed as preventing the Borough from hiring and using special police officers under circumstances permitted by governing case law, or from implementing or enforcing the provisions of Ordinance #88-13, a true copy of which is annexed to this Agreement and incorporated herein by reference.

ARTICLE XXV - PERSONAL LEAVE

A. Each employee covered by this Agreement shall be entitled to three (3) personal leave days per year. The personal leave days shall be for personal use of the employee. An employee shall not be required to advise any person of the reason(s) for the use of personal leave.

B. Employees must give the Police Department at least twenty-four (24) hours notice of intention to the use of personal leave time. Personal leave use on less than twenty-four (24) hours notice may be permitted by the Chief of Police or his designee in emergency circumstances.

ARTICLE XXVII - TERM OF AGREEMENT

This Agreement shall take effect January 1, 2009 and shall have a termination date of December 31, 2010, and shall continue thereafter in full force and effect until a successor agreement is executed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Mt. Arlington, New Jersey on this 9 day of October, 2009.

Attest:

BOROUGH OF MT. ARLINGTON

By: Linda DeSantis, RMC
Linda DeSantis, RMC

By: Arthur R. Ondish, Mayor
Arthur R. Ondish, Mayor

Attest:

MT. ARLINGTON FRATERNAL
ORDER OF POLICE LODGE #78

By: Dennis McCoach, Secretary
Dennis McCoach, Secretary

By: Joseph Margo, President
Joseph Margo, President