O-05-15

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE WHARTON BOROUGH FRATERNAL ORDER OF POLICE

WHEREAS, the Governing Body of the Borough of Wharton has negotiated a contract with the Wharton Borough Fraternal Order of Police; and

WHEREAS, the terms of the agreement are set forth in detail in the agreement, this is attached hereto and made a part of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Borough of Wharton that the Mayor and Borough Clerk are hereby authorized to execute an Agreement with the Wharton Borough Fraternal Order of Police in accordance with the terms set forth in detail in the attached agreement.

Date: First Reading April 6, 2015
Second Reading April 20, 2015

BOROUGH OF WHARTON

WILLIAM J. CHEGWIDDEN,
MAYOR

ATTEST:

Gabrielle Evangelista,
Borough Clerk

I CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL

(SIGNATURE)

AGREEMENT

WHARTON BOROUGH FRATERNAL ORDER OF POLICE

AND

BOROUGH OF WHARTON

JANUARY 1, 2015 THROUGH DECEMBER 31, 2018

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PREAMBLE

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the BOROUGH OF WHARTON, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer", and WHARTON BOROUGH FRATERNAL ORDER OF POLICE, hereinafter referred to as the "FOP".

WHEREAS, the Employer and the FOP recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to both parties.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I - RECOGNITION AND DEFINITIONS

A. The Employer hereby recognizes the FOP as the exclusive collective negotiation agent for all patrolmen and sergeants in the Police Department of the Employer.

B. The title "police officer" shall be defined to include the plural as well as the singular, and to include males and females.

C. All the terms, covenants and conditions herein contained shall inure to the benefit of and bind the respective parties hereto, their respective legal representatives, successors and assigns.

D. For the purpose of this agreement a "Day" will be the equivalent of eight (8) hours. This will apply to all time off granted.

ARTICLE II • ASSOCIATION REPRESENTATIVES

A. The Employer recognizes the right of the FOP to designate representatives within the Department and alternates for the enforcement of this Agreement.

B. The FOP shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

C. The authority of the representatives and alternates so designated by the FOP shall be limited to, and shall not exceed, the following duties and activities:

(1) The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Agreement.

(2) The transmission of such messages and information which shall originate with, and are authorized by, the FOP or its officers.

ARTICLE III • EXISTING LAW

A. The provisions of this agreement shall be subject to and subordinate to, and shall not annul or modify, existing applicable provisions of State or Federal Laws.

ARTICLE IV - SALARIES

	2015	2016	2017	2018	
SERGEANT #2	111,581	113,813	116,089	118,411	
SERGEANT #1	109,340	111,527	113,758	116,033	
STEP#6	102,383	104,431	106,520	108,650	
STEP#5	96,046	97,967	99,926	101,925	
STEP #4	89,717	91,511	93,341	95,208	
STEP#3	81,233	82,858	84,515	86,205	
STEP#2	73,266	74,731	76,226	77,751	
STEP # 1	65,295	66,601	67,933	69,292	
PERMANENT	59,405	60,593	61,805	63,041	
PROBATIONARY	53,517	54,587	55,679	56,793	

A. The length of time to achieve the steps is a period of one full year from the date of employment. The position of Sergeant is only upon promotion and appointment by the governing body.

B. A Detective Bureau stipend shall be provided in the amount of $2,000.00 per annum to all employees covered herein assigned to the Detective Bureau.

C. Any officer assigned as Officer in Charge for more than four (4) full consecutive shifts shall be compensated at Sergeant's pay rate on an hourly basis for the remainder of such assignment.

D. A two step pay scale will be instituted for the rank of Sergeant beginning January 1, 2009. All Sergeants promoted to the rank of Sergeant prior to January 1, 2009 will be compensated at top Sergeant Pay. Any officer promoted to the rank of Sergeant after January 1, 2009 will be compensated at Sergeant Step #1. The length of time to achieve top step for Sergeant, after January 1, 2009, is a period of one full year from the date of promotion.

E. A Corporal stipend shall be provided in the amount of $500 per annum to any employee assigned as a Corporal by the Chief. The maximum number of assignments shall be four (4).

ARTICLE V - HOURS AND OVERTIME

A. The normal work day shall be eight (8) hours which shall include appropriate meal and rest periods. The normal work week shall not be more than forty (40) hours in any consecutive seven (7) day period. There shall be a minimum of sixteen (16) hours between consecutive tours of straight time work.

B. For time worked in excess of forty (40) hours per week, each officer shall receive time and one-half in cash or compensatory time at the option of the employee. Overtime on a normal work day shall be paid after fifteen (15) minutes.

C. Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of four (4) hours work or pay in lieu thereof, provided that the employee has worked or will have worked at least forty (40) hours in the work week. Vacation, sick, personal, and compensatory time will apply to the calculation of the forty (40) hours.

D. An employee shall be entitled to a call-out guarantee of 2 hours at time and one-half minimum for Court appearances.

E. **If the Chief of Police determines that a twelve (12) hour work Schedule is in the best interest of the Police Department and the Borough of Wharton, the following shall apply:**

1. **All available time off as in sick time, vacation time, personal days, emergency leave will be converted from days off to hours off and then utilized on an hour for hour basis**
2. **The normal work day shall be twelve (12) hours which shall include appropriate meal and rest periods. The normal work week shall not be more than forty-eight (48) hours in any consecutive seven (7) day period. There shall be a minimum of twelve (12) hours between consecutive tours of straight time work.**
3. **For time worked in excess of twelve (12) hours in a twenty-four (24) day or in excess of forty-eight (48) hours per week, each officer shall receive time and one-half in cash or compensatory time at the option of the employee. Overtime on a normal work day shall be paid after fifteen (15) minutes.**
4. **Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of four (4) hours work or pay in lieu thereof, provided that the employee has worked or will have worked at least forty-eight (48) hours in the work week. Vacation, sick, personal, and compensatory time will apply to the calculation of the forty-eight (48) hours.**
5. **An employee shall be entitled to a call-out guarantee of 2 hours at time and one-half minimum for Municipal Court appearance.**
6. **A regularly scheduled, twelve (12) hour shift, does not qualify for payment of a meal allowance.**
7. **The maximum allowable time accrued in the compensatory bank will be as follows:**
   i. **2014 one-hundred thirty (130) hours**
   ii. **2015 one-hundred fifty-five (155) hours**
   iii. **2016 one-hundred eighty (180) hours**

iv. 2017 two-hundred five (205) hours

v. 2018 two-hundred thirty (230) hours

ARTICLE VI - PRIORITY FOR OVERTIME

Overtime for regularly scheduled shifts and details will be offered to regular full-time employees of the Department first, in an order of preference based upon a rotating seniority roster. There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interests of the Borough to bypass an employee or employees on the seniority list.

While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed employee or employees must become next on the list for the purpose of the overtime roster. The purpose of this clause is to equalize overtime among employees and same shall not be defeated by the Borough's selection of special persons for special details as set forth herein.

Such overtime will be offered to persons other than full-time employees only if it has first been refused by each member on the seniority roster aforementioned.

ARTICLE VII - CLOTHING ALLOWANCE I BALLISTIC VESTS

A. Each employee shall receive from the Employer the total sum of $1,800.00 as a clothing allowance and clothing maintenance allowance payable 30% paid the first pay period in January of each year with the balance to be paid in the first pay period after the Municipal budget is adopted, not to exceed the first pay period in July of the same year.

B. This payment shall be made to plainclothes as well as uniformed employees.

C. If the Employer decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items unless the changed items are at the request of the FOP.

D. Any item or items of an employee's uniform or equipment required in his capacity as a police officer which may be damaged as a result of a single violent episode involving a third person during the course of his duties shall be replaced at the expense of the Borough.

E. In the event the Borough shall provide for the purchase and maintenance of uniforms, the clothing and maintenance allowances currently provided for in this section shall be eliminated.

F. The Employer shall provide for the purchase of ballistic vests as needed.

ARTICLE VIII - PERSONAL DAYS

A. Each employee shall receive three (3) annual personal days.

ARTICLE IX - EMERGENCY LEAVE, COMPENSATORY TIME AND LEAVE

Emergency leave of five (5) days from the day of death or funeral shall be granted without loss of pay for death in the immediate family of the employee. Immediate family includes spouse, child, mother, father, brother, sister and grandparents of employee or spouse.

ARTICLE X - MOTOR VEHICLE REIMBURSEMENT

Any police officer using his own motor vehicle on official police business with the approval of the Chief of Police will be compensated at the current rate allowed by the Internal Revenue Service. The police officer shall be reimbursed for parking fees and tolls upon presentation of receipt.

Any police officer who is required to work overtime on police-related business shall be provided twelve dollars and fifty cents ($12.50) per meal as allowance upon presentation of a receipt.

Any police officer who is required to attend an out of county school shall be allowed compensation time based on the actual travel time, each way, starting at Wharton Borough Police Headquarters.

ARTICLE XI - LONGEVITY

In addition to the regular base pay of the employee, as is established under this Agreement, a member of the Police Department shall be entitled to one (1%) percent of the employee's base annual salary per year for each five (5) years of completed service. Longevity accrued under this Agreement shall be included in the employee's periodic paycheck. Placement on the longevity schedule shall be determined in accordance with anniversary date.

ARTICLE XII - MEDICAL COVERAGE AND INSURANCE BENEFITS

A. The Employer shall provide enrollment in the New Jersey State Health Benefits Program as well as Major Medical and Rider J coverage for employees and their families. Current coverage shall be continued.

B. Benefits After Disability Retirement and Benefits to Widows and Dependents: Police Officers forced to retire due to a disability incurred in the line of duty shall be entitled to hospitalization in accordance with the standard policy in effect for other active Police Officers, for themselves, their spouse and dependents as follows:

   1. Upon an officer's death in the line of duty, their surviving spouse shall continue to receive hospitalization benefits in accordance with the policy in effect for other active officers until their death or such time as they remarry.
   2. Upon an officer's death in the line of duty, all other dependents shall continue to receive hospitalization coverage until their 18th birthday or until

the widow remarries, whichever comes first. If the dependent is deemed to be physically or mentally disabled, the hospitalization in effect for other officers shall continue until his or her death.

C. Hospitalization After Retirement: If any Police Officer retires because of age or length of service, they will have the option of continuing coverage of hospitalization insurance benefits as provided for other active police officers, if they reimburse the Borough for premiums incurred in advance on a monthly basis.

D. The Employer shall permit FOP representatives to review current liability policies.

E. The Borough has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially equivalent benefits are provided.

F. The Borough shall provide the member of the Police Department with Dental Insurance in the event and on the same terms such is offered to all other full time employees of the Borough.

G. The Borough shall provide the member of the Police Department with Long Term Disability Insurance and the Borough will continue to provide the current Long Term Disability Plan.

Short Term and/or Long Term Disability: The first six months of disability is provided by the State Temporary Disability Program. Thereafter, employees are covered by the Long Term Disability Insurance Plan maintained by the Borough. At the onset of disability, the employee is responsible for filing the proper documents as soon as it becomes apparent that disability will be longer than the allowed sick time. An employee will continue to receive full pay provided they have been employed by the Borough over five years. Compensation from the State Temporary Disability Program is to be reimbursed to the Borough. If an employee is employed under five years, then the employee will receive State Plan benefits only. Individuals receiving short term disability benefits will be credited with service time to become eligible for Long Term Disability Benefits. After six months of disability and State Benefits expire, employees are covered by Long Term Disability Insurance with the following schedule:

0-5 years of employment: Long Term Disability Benefits Only

5-10 years of employment: Long Term Disability Benefits plus 20% of their salary, at the rate the disability first occurred, for a maximum of one year, after one year, Long Term Disability only.

10-15 years of employment: Long Term Disability plus 30% of their salary, at the rate the disability first occurred, for a maximum of one year, after one year, Long Term Disability only.

15 years and over: Long Term Disability plus the difference to equal 100% salary at the rate the disability first occurred, for a maximum of one year, after one year, Long Term Disability only.

ARTICLE XIII - SICK TIME

A. All full time members of and within the bargaining unit shall be granted fifteen (15) days of sick leave per year. Sick days which are not used during a calendar year shall be carried forward and shall accumulate from year to year in a sick leave bank.

B. To qualify for payment while absent on sick leave, each employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge two hours before the commencement of the employees scheduled tour of duty on afternoon or evening tours and one hour before the commencement of the employees scheduled tour of duty on morning tours. Said notice shall state the nature of the cause of the absence from duty. Shorter notice shall be permitted in exceptional circumstances which shall be reviewed on a case-by-case basis with final determination by the Chief of Police. An employee who is absent without such notification shall be charged with an unpaid day for each day of absence and will be subject to appropriate disciplinary action.

C. An employee absent for more than three (3) consecutive work shifts will be required to submit acceptable medical evidence substantiating the illness if reasonably requested by the Borough.

D. At retirement an employee shall be paid for all of his/her accumulated sick days at his/her then current daily rate with a maximum payment of fifty (50) days pay. The maximum dollar payment for accumulated sick days shall not exceed $10,000 dollars.

E. Upon separation, other than termination for cause, an Officer shall be entitled to sick time accumulated only to the date of separation.

F. A departing officer, to receive accumulated sick time as a lump sum upon leaving, must provide the Borough with notice of intent to leave before January 30 in the year in which departure is planned. Failure to provide such notice will entitle the Borough to defer payment to the Officer until the next budget year.

ARTICLE XIV· WORK INCURRED INJURY

A. When an employee covered under this Agreement suffers a work-connected injury or disability the Borough shall continue such employee at 100% of their full pay for the first four (4) weeks and the equivalent of net pay thereafter, 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 Worker's Compensation Act shall be paid over to the Employer. Net pay shall be calculated as base pay less taxes that are normally withheld from the employee's paycheck. Worker's Compensation payments are not subject to taxes and will not be taxed. Any employee receiving Worker's Compensation pay as of the date of this contract will begin receiving the equivalent of net pay beginning on April 1, 2015 and will not be retroactive to January 1, 2015.

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 may reasonably require the said employee to present such certificates from time to time.

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 Employer 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 Worker's Compensation establishing such further period of disability. Such findings by the Division of Worker's Compensation or by the final decision of the last reviewing court shall be binding upon the parties.

D. For the purposes of this Article, injury or illness incurred while the employee is attending an Employer-required training program shall be considered in the line of duty.

E. In the event a dispute arises as to whether an illness shall be computed or designated as sick leave or an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's 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 not be construed as sick leave or sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

G. Employees who are injured, whether slightly or severely, while working must make an immediate report to his/her supervisor or Department Head within a reasonable time period after they knew of the injury.

ARTICLE XV - VACATIONS

Section 1: Each full time employee of the Police Department subject to the terms of this Agreement shall enjoy the following vacations benefits:

(a) Less than one year, ten-twelfths (10/12) days vacation effective the first of the month following the month of employment.

(b) First year through fifth year, ten (10) working days per year.

(c) Sixth year through tenth year, fifteen (15) working days per year.

(d) Eleventh year through twentieth year, twenty (20) working days per year.

(e) Twenty years and over, twenty-five (25) working days per year.

Vacation time shall accrue at a rate equal to the number of days granted as the numerator and divided by twelve (12) months which will be the denominator. If an employee resigns from their position, they will be paid for any unused vacation time

in accordance with this accrual. (i.e.- Item (a) above allows for ten (10) days. Therefore, vacation time will accrue at a rate of ten (10) days over a twelve (12) month period or .8333 days per month. At the end of the twelfth month the employee will accrue or have earned the full ten (10) days)

ARTICLE XVI - GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the complaints occurring under this Agreement, the following procedure shall be used. A grievance may be brought by an employee or group of employees covered by this Agreement or the FOP.

For the purpose of this Agreement, the term "Grievance" means any complaint, difference or dispute between the Borough and any employee with respect to the interpretation, application, or violation of any of the provisions of the Agreement, any rule or regulation of the Department, or any administrative decision affecting them.

If at any step during the Grievance process the grievance is delivered on a Friday or the day before a holiday, then the time allowed for response will not begin until the next business day of the Borough following the weekend or holiday.

The procedure for settlement of grievances shall be as follows:

(a) STEP ONE

In the event that an employee covered by this Agreement has a grievance, within ten (10) calendar days of the occurrence of the event being grieved the employee shall discuss it informally with his immediate superior. The supervisor shall decide the grievance within ten (10) calendar days after the grievance is first presented to him.

(b) STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within ten (10)calendar days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within ten (10)calendar days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the next ranking officer in charge of the department for determination.

(c) STEP THREE

If the grievant wishes to appeal the decision of the Chief of Police (or the supervisor in charge if the Chief is absent), it shall be presented in writing to the Employer's Personnel Committee within ten (10) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's Personnel Committee may give the grievant the opportunity to be heard and will give his decision in writing within twenty (20) calendar days of receipt of the written grievance.

(d) ARBITRATION

1. If no satisfactory resolution of the grievance is reached at Step Three, then within twenty (20) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of PERC. The decision of the arbitrator shall be in writing and shall include the reasons for such decision, which shall be final and binding upon the parties. Any other expense, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
2. The arbitrator shall have no authority to add to or subtract from the Agreement.
3. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Borough's governing body or its representative on the grievance.
4. Employees covered by this Agreement shall have the right to process their own grievance, with or without an FOP representative, or may select a representative of their own choosing.
5. 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.

A failure to respond to any level within the time limits provided shall be deemed a denial of the grievance at that step.

ARTICLE XVII· DATA FOR FUTURE BARGAINING

The parties agree to make available to each other all relevant data the other may require to bargain collectively. This clause shall not include work product or privileged communications.

The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough employee groups, the cost of various insurance and other programs, information concerning overtime worked by employees, total number of sick leave days utilized by employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty, and other data of similar nature. Any work product or work prepared specifically for negotiation shall be excluded from this clause.

ARTICLE XVIII· PERSONNEL FILES

A personnel 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.

Members of the Police Department may at any time review their personnel files, however, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer's actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be permitted to place said rebuttal in his file within a reasonable period of time that he learns of the copy in his file and initials such copy or he shall waive his right to rebut.

All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal

of any material from a personnel file by any member of the force shall subject that member to appropriate discipline.

ARTICLE XIX - BULLETIN BOARD

The Employer will supply one bulletin board for the use of the FOP to be placed in a conspicuous location. The bulletin board shall be for the use of the FOP for the posting of notices and bulletins pertaining to FOP business and activities or matters dealing with the welfare of employees.

No matter may be posted without permission of the officially designated FOP representative.

Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

ARTICLE XX - AGENCY SHOP

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union 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 the ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union 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 Union's entitlement to the representation fee shall continue beyond the termination date of this

Agreement so long as the Union 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 Union and the Employer.

The FOP shall indemnify, defend and "safe harmless" the Borough against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon official written representations submitted by the designated representative of the FOP to the Borough.

ARTICLE XXI· 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 filled by any non-police, part time or other personnel.

ARTICLE XXII· TRAINING PAY

A. The employer agrees to compensate all employees covered by this Agreement at time and one-half (1 1/2) the straight time rate in compensatory time off for attending police related training courses which are beyond the employee's normal tour for a day or work week.
B. If attendance of such training requires the employee to be out of Wharton, then the Employer shall provide a meal allowance, not to exceed twelve dollars and fifty cents ($12.50) per meal period covered.
C. A stipend shall be provided in the amount of $1500.00 per annum to all employees covered herein that maintain E.M.T.-D certification to the extent that the Employer requires continuing certification. The employees also have the option not to participate in the E.M.T.-D certification program.

ARTICLE XXIII - SCHOOLING AND EDUCATION

The Employer agrees to continue to provide an educational incentive program. The educational incentive program provides that any police officer covered herein shall be paid fourteen ($14.00) dollars per credit for credits satisfactorily completed in any accredited police science curriculum offered by an institution of higher learning, which payment shall be cumulative from year-to-year.

A. The Employer agrees as follows:

1. Education. Recognizing the fact that well-trained and schooled personnel contribute to the betterment of the Borough, the Mayor and Council have established the following policy:
2. Expenses. The Borough will reimburse tuition costs, textbook costs, reasonable travel expenses as required by the course, upon receipt of passing grade certification from the educational institution.
3. Required Courses. The Borough will pay all costs for those courses required by the Borough, State or Federal Governments.
4. Eligibility. All employees are eligible provided that:
    a. The employee completes one year of employment with the Borough, except for courses not in paragraph three (3) above.
    b. Courses related directly to their job classification.
    c. All requests to attend a course must be presented in writing to the Personnel Committee for approval prior to enrollment in the course for benefits allowed under this subsection. The Personnel Committee Chairperson will provide a written response to the request.
5. College Credits for Police Officer. The Borough shall pay any police officer for college credits, at the rate agreed upon through collective bargaining, in clusters of six credits earned for police related studies. Such moneys shall be paid annually after the Municipal budget is adopted, not to exceed the first pay period in July of the next applicable year. Requests for such payment shall be accompanied by an official transcript of the educational institution.

B. Payment is limited to courses taken only while the Officer is a member of the Borough's Police Department.

C. The Officer shall notify the Chief of Police immediately upon enrollment in any eligible course. Failure to provide adequate notice of enrollment will permit the Borough to delay reimbursement to the next budget year.

D. The Borough of Wharton agrees to provide compensation to any police officer for college degrees obtained prior to employment with the Borough according to the following scale:

Associate's Degree	$ 500.
Bachelor's Degree	$1,000.
Master's Degree	$1,500.

Such payment shall only be approved for degrees related to Criminal Justice as approved by the Personnel Committee and an F.O.P. Representative. Monies shall be paid annually in the first pay period in July.

A Criminal Justice degree is defined as any of the following:
Criminal Justice, Criminology, Law Enforcement, Police Science, Police Administration, Public Administration, Law, Sociology, Law and Justice. A diploma verifying the degree must be provided to the Personnel Committee to then be added to the employee's personnel file.

ARTICLE XXIV· OUTSIDE DETAILS

A. All outside details shall be subject to the approval of the Chief of Police.

B. Once a request for Police Services has been approved by the Chief of Police, the assignment of police personnel shall be made in accordance with Article VI of this Agreement.

C. The Employer agrees to bill the requesting party for services rendered and shall make payment to the employee in the first pay period following receipt of payment by the Employer.

D. The rate for outside details shall be 1 ½ times the Sergeant's pay rate per hour. The rate will increase each year in accordance with the Sergeant's pay rate.

E. An officer shall be entitled to a minimum of two (2) hours of pay for any outside detail that is canceled within ninety (90) minutes prior to the beginning of that detail.

F. Each employee shall be compensated for a minimum of four (4) hours for each outside detail.

ARTICLE XXV· GRANT FUNDED PROGRAMS

A. When grant funded programs are offered to the Borough and the reimbursement rate to the Borough is less than the rate of pay in the contract then the officer may accept a rate of pay equal to that offered by the grant.

ARTICLE XXVI - LEGAL REPRESENTATION

In matters that require the Employer provide Legal Counsel to an employee, upon approval of the Chief of Police which shall not be unreasonably denied, the employer agrees to allow the employee to obtain the attorney of his choice provided the attorney's hourly fee does not exceed one hundred and twenty-five ($125.00) dollars per hour.

Should the employee be unable to obtain the services of an attorney at the above rates, it shall be the employer's responsibility to provide for competent legal representation.

In the event that a dispute arises between the Officer and the Chief of Police regarding the necessity of retaining Legal Representation, the matter will be presented to the Governing Body for determination.

ARTICLE XXVII - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact

of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in the N.J.S.A. 34:13A-3 et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXVIII· TERM OF CONTRACT

The term of this Agreement shall be for a period commencing January 1, 2015 and ending December 31, 2018. If a successor agreement is not executed by December 31, 2018 then this Agreement shall continue until a successor Agreement is executed.

ATTEST:

BOROUGH OF WHARTON

BY:_____ _____
WILLIAM J. CHEGWIDDEN, MAYOR

BY:_____ _____
WHARTON BOROUGH POLICE
FRATERNAL ORDER OF POLICE