

C. **Captains and Deputy Chiefs**

1. Captains and Deputy Chiefs shall be entitled to all named holidays as paid time off.
2. If any of the above holidays fall on a Saturday or Sunday, employees shall receive the following Monday off.

D. **Other Holidays**: Any other holiday appointed, ordered, or created by the City will become a holiday for the employees covered by this Agreement. Any other day off given to other municipal employees due to emergency or unusual circumstance, (i.e., snow storms, hurricanes, air conditioning failure during summer, heating failure during winter, etc.) shall not be considered a holiday pursuant to this Article, and the employees covered by this Agreement shall not be entitled to an additional day off.

ARTICLE XVI
SALARIES AND WAGES

A. Lieutenants, Captains, and Deputy Chiefs in the Police Department shall receive the following annual salaries to be paid on a bi-weekly basis

	2.50%	1.00%	3.25%	3.25%	3.25%	3.25%
	1/1/2019	7/1/2019	2020	2021	2022	2023
Dep. Chief	\$128,409	\$129,693	\$133,908	\$138,260	\$142,754	\$147,393
Captain	\$121,142	\$122,353	\$126,330	\$130,436	\$134,675	\$139,052
Lieutenant	\$110,786	\$111,894	\$115,530	\$119,285	\$123,162	\$127,165

B. Detective Lieutenant and Patrol Lieutenant annual stipends shall be 3% per year. Such annual stipends shall be paid along with the first pay in November.

C. Stipends shall be pro-rated from the time of assignment.

ARTICLE XVII
LONGEVITY

A. Each employee listed in Article XVI, Sections A shall be paid, in addition to and together with his/her annual base salary as listed in Sections A 1 & 2, Article XVI, additional compensation based upon the length of his/her service as fixed and determined to the following schedules:

1. Employees hired into the police unit prior to October 13, 1998.

<u>YEARS OF SERVICE</u>	<u>PERCENT OF BASE SALARY</u>
Upon completion of 4 years	2%
Upon completion of 10 years	4%
Upon completion of 15 years	6%
Upon completion of 20 years	8%

2. Employees hired into the police unit after October 13, 1998:

<u>YEARS OF SERVICE</u>	<u>DOLLAR AMOUNT PER YEAR</u>
Upon completion of 6 years	\$1,295
Upon completion of 12 years	\$2,483
Upon completion of 17 years	\$3,778
Upon completion of 20 years	\$4,858

3. Employees with and initial hire date on or after January 1, 2013 shall not be eligible to receive any longevity pay.

B. Longevity pay shall be applied on the basis of the employee's anniversary date. Effective January 1, 2020 all anniversary dates for all officers covered under this agreement shall be changed to January 1. All step movement, longevity, and cost of living increases shall occur on January 1 each year. Longevity shall be paid together with, and in addition to, the employee's base salary.

ARTICLE XVIII

SICK LEAVE

I. Sick Leave

- A. Each officer shall receive 120 hours of sick leave per year. Sick leave is hereby defined to mean any unavoidable absence from post of duty, by an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's family, seriously ill, requiring the care or attendance of such employee.
- B. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of the employee after three (3) consecutive days of sick leave, or in attendance of a member of the employee's immediate family.
- C. In case of any illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of sick leave by the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence of employment.
- D. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.
- E. Sick leave benefits should be carefully guarded and not dissipated or abused. The parties have conceptually agreed to a "Sick Leave Disability Pool" set forth and incorporated herein as Appendix A.
- F. Every person covered by this Agreement shall, in addition to his/her paid vacation, be granted sick leave as defined in Section A above with pay for not less than one (1) working day for every month of service during the first calendar year

of employment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his/her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay, if and when needed, provided that the City shall not require any of its employees who may be disabled, either through injury or illness as a result of or arising from his/her employment, to utilize the sick leave accumulated under this section.

G. Upon an employee's retirement or death, said employee shall be compensated for his/her accumulated sick leave computed on his/her daily rate of pay for the year immediately preceding said retirement or death and shall receive a full day's pay for each day of accumulated sick leave based upon the following:

1. Employees with twenty-five (25) years of service in the Police and Firemen's Retirement System - up to a maximum of one hundred eighty (180) days.
2. Employees with twenty (20) through twenty-four (24) years of service in the Police and Firemen's Retirement System - up to a maximum of one hundred fifty (150) days.
3. Employees who retire as a result of injury which occurred in the line of duty - up to one hundred eighty (180) days.
4. In the event of an employee's death, his/her estate shall be entitled to remuneration under the provisions of this Section.
5. During terminal leave, the employee shall receive all rights and benefits under this Agreement.

- H. Any employee who is separated from service for a cause arising from any disciplinary action shall not be entitled to compensation for accumulated leave.

II. SICK LEAVE DISABILITY POOL

If an employee exhausts all of his/her sick leave as a result of a catastrophic injury and/or chronic illness, he/she shall be entitled to apply for wage continuation, funded by the Sick Leave Disability Pool, provided that he/she has exhausted all of his/her earned and accumulated sick leave, vacation time and holiday time. With the exception of first year employees whose sick leave, vacation *time* and holiday time are earned pro-rata, earned and accumulated sick leave, vacation time and holiday time shall include all days contractually granted prospectively on January 1st of each year.

- A. Application for use of Disability Pool: The employee, spouse, immediate relative or designated member of the PBA shall complete a mutually agreed upon application form which shall be submitted simultaneously to the PBA Screening Committee and to the Chief of Police. Except in emergency situations, applications must be submitted no later than four (4) weeks prior to requested consideration.

B. **PBA Screening Committee Selection:**

1. The Screening Committee shall consist of one (1) Superior Officer, one Superior Officer Shop Steward, two (2) Patrol Officers/Investigators, one (1) Sergeant, one (1) Rank and File Shop Steward and one (1) Rank and file Assistant Shop Steward for a total of seven (7) committee members.
2. The aforementioned members shall be elected by their respective bargaining units within one (1) month finalization of a Successor Agreement. No later than five (5) days after said election(s), the names of the elected officers shall be forwarded, in writing, to the Chief of Police and City Administrator.

3. Committee members shall serve in this capacity for the duration of the Agreement. If, for any reason, a member must resign from the committee, the President of the PBA unit from which the member was elected shall have the right to select a replacement. The name of the officer so replaced shall be forwarded, in writing, to the Chief of Police and City Administrator.

C. **Screening Committee Procedures:**

1. The Screening Committee shall consider each application on a case by case basis.
2. The Screening Committee shall:
 - a. verify that, in order to be eligible, the applicant has exhausted all earned and accumulated sick time, holiday time and vacation time. With the exception of first year employees whose sick leave, vacation time and holiday time are earned pro-rata, earned and accumulated sick leave, vacation time and holiday time shall include all days contractually granted prospectively on January 1st of each year.
 - b. examine and evaluate the applicant's prior use of sick leave.
 - c. determine that the applicant's illness/injury leading to the Disability Pool usage request has not resulted from violation of 2[c] Criminal Code, Motor Vehicle Code and/or behavior unbecoming an Officer.
 - d. obtain a current sick leave list from the City itemizing each police officer's usage.

- e. obtain, a form in triplicate from each officer willing to donate time, authorizing such usage up to the maximum allowable of three (3) days.
 - f. provide the City with a written prognosis/ diagnosis from the applicant's physician stating the approximate time of return to duty.
 - g. make a final and binding decision to advance or not to advance the request to the Chief of Police.
3. If determined by the Screening Committee that the Officer is eligible for participation in the Disability Pool, said recommendation shall be reduced to writing and sent to the Chief of Police and City Administrator. Neither the Chief nor the City Administrator shall deny the Officer's participation in the "Pool" without just cause.
4. Within five (5) work days after receiving the Committee's recommendation, The Chief or the City Administrator shall inform the Officer, in writing, of his/her access to the Disability Pool.

D. Funding of the Disability Pool:

1. Any Officer may donate, on a case by case basis and at the donor's option, up to three (3) sick days per year to be utilized by the employee having no earned and accumulated sick, vacation and holiday leave days remaining. With the exception of first year employees whose sick leave, vacation time and holiday time are earned pro-rata, earned and accumulated sick leave, vacation time and holiday time shall include all days contractually granted prospectively on January 1st of each year. The number of days donated

shall be subtracted from the donor's sick leave bank and the donator shall be notified in writing.

2. When an Officer donates time, the dollar value of his/her donated time shall go into a money pool.
3. The designated recipient of the pool shall be allocated sick days paid for and subtracted from the pool and based upon the recipient's daily rate of pay.

ARTICLE XIX
FUNERAL LEAVE

A. Special leave of absence with pay up to a maximum of five (5) working days shall be granted to any employee in case of death within the immediate family.

B. The term "immediate family" shall include only father, mother, step-parent, father-in law, mother-in law, grandparents, sister, brother, spouse, child, foster child, brother-in-law, sister-in-law, grandchild and legal guardian of any employee and relatives residing in his/her household at the time of death.

C. The funeral leave period shall commence immediately following the death of such persons and is for the sole purpose of arranging and attending funeral services; such special leave may be extended without pay at the discretion of the Chief of Police. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

D. Funeral leave shall commence immediately following the death of such person and shall be utilized within twenty (20) calendar days of the day of death, Such days do not have to be consecutively.

ARTICLE XX
INJURY LEAVE

A. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his/her duties, then, in addition to any sick leave benefits otherwise provided for herein, he/she may be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said injury leave, the City's sole obligation shall be to pay the employee the difference between his/her regular pay and any compensation, disability, or other payments received from other sources provided by the City. At the City's option, the employee shall either surrender and deliver his/her entire salary payments, or the City shall pay the difference.

1. If an employee returns to work from injury leave for less than one (1) year, he/she may return to injury leave for the same injury for an additional period of time which when added to the initial period of injury leave, totals no more than one (1) year.
2. When an employee returns from injury leave, he/she shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report as soon as possible, but no later than eight (8) hours, if possible, thereof to the Chief of Police or immediate supervisor.

C. It is understood that the employee must file an injury report with the Chief of Police or immediate supervisor so that the City may file the appropriate Workers' Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he/she is unable to work, and the City may reasonably require the employee to present certificate update(s).

E. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City.

F. In the event the City appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the City appointed physician. Then the City and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the City and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician certifies as to the employee's fitness to return to duty, injury leave benefits granted under this Article shall be terminated.

ARTICLE XXI
LEAVE FOR PBA MEETINGS

- A. The executive Delegate and President (or appointed alternates) of PBA Local No. 77 shall be granted leave from duty with full pay, up to six (6) days during a twelve (12) month period, to attend scheduled meetings of the State and Local Association, when such officers are scheduled to be on duty, providing the affected officer gives at least seventy-two (72) hours notice to the Chief of Police.
- B. Negotiators and shop stewards will be given time off, without loss of pay, to attend PBA monthly meetings and any negotiation sessions that are held in Pleasantville.
- C. The shop steward or his/her designee shall be entitled to spend a maximum of five (5) hours per week during his/her regular shift(s) in order to attend to PBA business.

ARTICLE XXII
LIMITATIONS ON LEAVES

No leaves of absence or combinations of leaves of absence for any cause whatsoever shall exceed one year. In case of continuous absence for more than one year, such employee so absent shall be automatically separated from the Department on the first anniversary date from the date such absence began. The City may, in its discretion, extend such absence indefinitely.

ARTICLE XXIII
ESTATE BENEFITS

A. If an employee dies while employed by the City, the employee's spouse or beneficiary shall be paid for any unused holidays and vacation days accumulated on a pro-rata basis at the daily rate of pay that the employee was earning during the calendar year he/she passed away.

B. Payment shall be made in one (1) lump sum within, but no later than, sixty (60) days after the death of the employee.

ARTICLE XXIV
COLLEGE INCENTIVE PROGRAM

A The City and PBA No. 77 agree that the amount and quality of an employee's education often determines the value of his/her contribution to the community, and the degree of proficiency with which he/she performs his/her duties. In order to provide an incentive to encourage employees to achieve the advantages of higher education, the City agrees that each employee who receives academic credits for study in any institution of collegiate level which offers a college curriculum leading to, or accredit able toward, an undergraduate Baccalaureate or Associate's degree in Police Science or other related degrees, shall be paid a college allowance according to the following schedule:

<u>DEGREES</u>	<u>COMPENSATION PER ANNUM</u>
Associate's Degree	\$1,200
Bachelor's Degree	\$2,000

1. All members currently receiving \$600.00 for college credits shall continue to receive said payment.
2. Degree and credit compensation shall be continued from year to year and shall be paid in a lump sum on the first pay in December.

B. **Book Re-Imbursement**: After successful completion of an approved course (minimum grade of "C"), the member shall present a receipt for the textbook to the Chief of Police or his designee. After normal processing through the City's bill list system, the member will be reimbursed for the cost of the textbook and the textbook shall be turned over in good condition to the Police Department's Library, to be reused by members requiring same.

ARTICLE XXV
HEALTH CARE INSURANCE

- A. The City agrees to provide all full-time employees and their dependents health benefits as provided under the New Jersey State Health Benefits Plan at the City's cost, subject to the employee contribution required by P.L. 2011, Chapter 78. The PBA agrees to change the base health insurance plan to the State Health Benefits Direct 2030 plan effective March 1, 2019. Officers shall be eligible to select any greater SHBP coverage but will be 100% responsible for the difference in plan premiums. If an officer so elects a greater benefit plan, officers shall pay Chapter 78 contributions based on the SHBP Direct 2030 plan cost only and the full premium difference between the selected plan and Direct 2030. The contribution towards health insurance shall be made by active employees only and will not be required of retirees except as may be mandated by law. The annual base salary contributions shall be deducted bi-weekly. Employees shall continue to have the right to participate in the City's existing IRS Section 125 salary reduction premium only plan for tax purposes. The healthcare contribution made by officers will only apply to active employees, not retirees, and contributions will cease upon retirement.
- B. **Chapter 78 Contributions:** Officer contributions to health insurance pursuant to Chapter 78 shall be based on the SHBP Direct 2030 premiums or the premiums of any lower costing plan a member elects to use. Employees are not required to make any premium contributions over and above or in addition to the requirements set forth by P.L. 2011, Chapter 78.
- C. **Opt-Out Provision:** Officers who are eligible under law/regulation may elect to "Opt Out" of any of the health benefit programs provided for by the City provided that such officer can provide proof of insurance coverage. If the officer does "opt out" they shall not be required to make any contribution from wages.

Effective 1/1/16, all employees who "opt-out" will receive an annual lump sum payment in December. Payment shall be 25% of the medical and/or prescription premium saved by the City of \$5,000, whichever is less. In addition, a member will receive 25% of the premium(s) saved if the member opt-outs of the dental and/or vision plans.

D. The City also agrees to provide a dental, optical and prescription plan for the member and the member's family. Coverage shall be equal to what is presently in effect. However, coverage will be placed with the carrier of the City's choosing.

E. Upon retirement of an employee with twenty-five (25) or more years of service in the Police and Firemen's Retirement System or upon retirement of an employee who becomes disabled and receives an accidental disability pension under the provisions of N.J.S.A. 43: 16A-7, the City agrees to provide the Health Benefits described in Sections A and B of this Article for the member, and the member's spouse only. Such benefits shall not be extended to the member's spouse once the spouse becomes eligible for Medicare/Medicaid. At this time, the City will become the secondary provider to the spouse.

1. Pursuant to N.J.S.A. 43:16A-7, upon the written application by a member in service, by one acting in his behalf or by his employer any member may be retired on an accidental disability retirement allowance; provided, that the medical board, after a medical examination of such member, shall certify that the member is permanently and totally disabled as a direct result of a traumatic event occurring during and as a result of the performance of his regular or assigned duties and that such disability was not the result of the member's willful negligence and that such member is mentally or physically incapacitated for the performance of his usual duty and of any other available duty in the department which his employer is willing to assign to him. The application to accomplish such retirement must be filed within five years of the original traumatic event, but the

board of trustees may consider an application filed after the five-year period if it can be factually demonstrated to the satisfaction of the board of trustees that the disability is due to the accident and the filing was not accomplished within the five-year period due to a delayed manifestation of the disability or to other circumstances beyond the control of the member.

2. Upon retirement for accidental disability, a member shall receive an accidental disability retirement allowance which shall consist of:
 - a. An annuity which shall be the actuarial equivalent of his aggregate contributions and;
 - b. A pension in the amount which, when added to the member's annuity, will provide a total retirement allowance of $\frac{2}{3}$ of the member's actual annual compensation for which contributions were being made at the time of the occurrence of the accident or at the time of the member's retirement, whichever provides the largest possible benefit to the member.
3. Upon receipt of proper proofs of the death of a member who has retired on accidental disability retirement allowance, there shall be paid to such member's beneficiary, an amount equal to $3\frac{1}{2}$ times the compensation upon which contributions by the member to the annuity savings fund were based in the last year of creditable service; provided, however, that if such death shall occur after the member shall have attained 55 years of age the amount payable shall equal $\frac{1}{2}$ of such compensation instead of $3\frac{1}{2}$ times such compensation.
4. Permanent and total disability resulting from a cardiovascular, pulmonary or muscular-skeletal condition which was not a direct result of a traumatic

event occurring in the performance of duty shall be deemed an ordinary disability.

- F. The member under this Article has the option to pay the additional expense for family coverage at the City's rate, billed to the member annually in June of each year and paid to the City monthly.
- G. The City shall provide a twenty-five thousand (\$25,000) dollar life insurance policy on the life of each member, with the member's right to designate the beneficiary(s) thereof. Upon separation from service, the member at his/her option and cost may convert said life insurance on an individual basis.
- H. If an officer is killed in the line of duty, the City will pay six thousand dollars (\$6,000.00) for funeral expenses upon submission of verified bill/invoices. Said payment shall be provided from the insurance policy and/or City cash reserve at the City's option.

ARTICLE XXVI
CLOTHING ALLOWANCE

A. In addition to any other benefit under this Agreement, every uniformed employee shall be entitled to an allowance for the cleaning, maintenance and purchasing of his/her clothing and uniforms in the sum of thirteen hundred and fifty dollars (\$1,350.00) for each year of this Agreement Plainclothes unit members shall be entitled to thirteen hundred and fifty dollars (\$1,350.00) each year of this Agreement. Such sums shall be payable in equal payments, the first of which shall be made on the first pay day in March and the second pay day in October.

B. The employer shall provide and the unit member shall submit a 1099 Form each year as required by law.

C. Employees are subject to compliance with the Uniform Policy of the Pleasantville Police Department. In the event that the City originates any change in the present uniform or any part thereof, or requisites as a result of promotion, a new uniform, then the cost due each member as a result of the change shall be borne by the city and shall not be considered as part of the yearly clothing allowance.

Sergeant to Lieutenant

One hat badge
One breast badge
Class A gold shirt pins of rank
Class A white shirt
Class A blazer, Sam Brown Belt w/gold buckle
Blauer Outside/Cool weather Patrol Coat
Two Class B long sleeve shirts, short sleeve shirts, pants

Lieutenant to Captain and Captain to Deputy Chief

One hat badge and gold accessory (gold design)
One breast badge
Class A shirt gold pins of rank (pins only)
Two Class B long sleeve shirts, short sleeve shirts, pants
Upgrade existing outside coat embroidery

ARTICLE XXVII

BODY ARMOR

- A. **Issue of Body Armor**- The City of Pleasantville shall provide new body armor to all new hires of the agency. The body armor shall be that of National Institute of Justice standard no less than Threat Level IIIA and will include a second panel carrier and trauma plate. The body armor issued will be an undergarment vest (which will be worn under the uniform shirt or within an approved external carrier) and will be purchased from an approved State Contract vendor.
- B. **Replacement of Expired or Damaged Body Armor** – The City of Pleasantville shall be responsible for the replacement of any sworn officer's body armor, including the Level 4 SWAT tactical body armor, pursuant to the manufacturer's standards for body armor expiration. The City will also be responsible for the replacement of a non-expired body armor, as put forth previously in this article, in the event that the vest is damaged and deemed unserviceable, in the course of the official performance of his/her duties.
- C. **Wearing of City Issued Body Armor**- Sworn officers of the Pleasantville Police Department shall be responsible for wearing their city issued body armor while acting in the official performance of their duties. Undergarment vests shall be worn under the issued uniform shirt or within an approved external carrier with ballistic panels inserted in the carrier. Non uniform personnel (CIS, Watch Commander, Undercover officers and Administration) shall have their body armor readily available for wear during duty related assignments or police emergency situation. A failure by any sworn personnel to wear their body armor or have it available as described will be in violation of the Rules and Regulations of the Pleasantville Police Department and this Article.

D. Disposition of Expired/Damaged Body Armor-

1. Any officer requiring the replacement of their expired or damaged body armor or separating from the Pleasantville Police Department under any circumstances shall turn in their issued/expired body armor to the Chief or his designee upon receipt of their replacement body armor.
2. At no time shall any member of the Police Department give, lend or reassign his/her body armor to any other person, sworn officer or civilian, or maintain same for themselves without the express written consent of the Chief of Police. Failure to do so will be in violation of the Rules and Regulations of the Pleasantville Police Department and this Article.

ARTICLE XXVIII
BULLETIN BOARDS

- A. The City agrees to furnish space for a bulletin board to be used by the Association for the posting of notices related to meetings and official business of the Association only.
- B. Only material authorized by the signature of the Association President, Steward or alternate shall be permitted to be posted on said bulletin board.
- C. The City may have removed from the bulletin board any material which does not conform with the intent of the above provision of the Article. No material may be arbitrarily or capriciously removed from the bulletin board by the City.

ARTICLE XXIX
PERSONNEL FILES

- A. The City shall establish personnel files or confidential records which shall be maintained under the direction of the Chief of Police.
- B. Upon advance notice and at reasonable times, any employee may review his/her personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.
- C. Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires and he/she shall be permitted to place said rebuttal in his/her file. The employee shall sign for the complaint against him/her as an acknowledgment of receipt, which signature shall not be deemed an admission of guilt or liability.
- D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by an employee shall subject that employee to appropriate disciplinary action.
- E. All employees shall within fourteen (14) days of their birth date review their official financial personnel file in the Office of the City Administrator. Each employee is responsible to schedule said review with the Administrator.
- F. Any material in a personnel file that has not been subject to a departmental hearing shall be grievable.
- G. There shall be no files pertaining to the employee containing material not subject to inspection by the employee except those files containing contents prohibited by the Attorney General's Guidelines.

ARTICLE XXX

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All practices and conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City Charter, Ordinances, Rules and Regulations of the Police Department; and any past or present benefits or privileges which are enjoyed by the employees covered by this Agreement that have not been included in this contract shall be continued.

ARTICLE XXXI
SAVINGS CLAUSE

In the event that any provisions of this Agreement shall be finally determined to be in violation of any applicable State or Civil Service rule or regulation or law, such determination shall not impair the validity or enforceability of the remaining provisions of this Agreement.

ARTICLE XXXII
DECONTAMINATION

- A. In the event that an officer is exposed to bodily fluids, medical treatment and decontamination equipment shall be made available to him/her. The officer shall be given the opportunity to change into a clean uniform or clothing as quickly as possible after exposure. If the officer's uniform or clothing is contaminated by bodily fluids, and requires more than usual cleaning procedures, the City will provide for cleaning/decontamination and/or replacement. Replacement of contaminated uniform(s) or clothing shall be at the discretion of the City Administrator.
- B. When bodily fluid of a quantity which cannot be quickly and easily removed is observed in a City vehicle, the vehicle will be taken out of service immediately and the City will make arrangements for the cleaning/decontamination of the vehicle.
- C. When bodily fluid is found in the Police Department, the City shall arrange for immediate clean-up and decontamination.
- D. All clean-up and decontamination, with the exception of an officer's personal equipment (gun belt, shoes, cuffs, etc.) will not be performed by members of the Police Department.

ARTICLE XXXIII
DURATION OF AGREEMENT

This contract shall be in full force and effect from January 1, 2019 until midnight, December 31, 2023. It is understood that the PBA No. 77 is seeking a successor agreement commencing from January 1, 2024 and this Agreement shall remain in full force and effect until said successor agreement is reached.

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

IN WITNESS WHEREOF, the undersigned have affixed their signatures on the _____ day of _____, 2019.

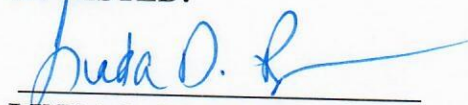
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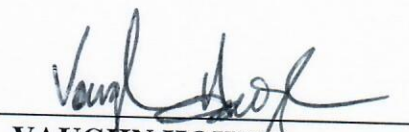

JESSE TWEEDLE
Mayor

**FOR MAINLAND PBA
LOCAL #77:**


CHRISTOPHER RIZZO
President

ATTESTED:


LINDA D. PEYTON
City Administrator


VAUGHN HOWZE
SOA Shop Steward