

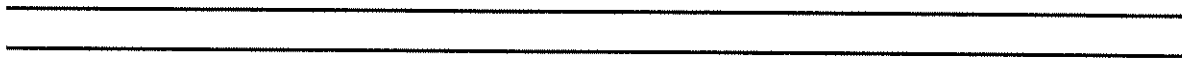
# **COLLECTIVE BARGAINING AGREEMENT**

*Between*

*The Borough of Mountainside*

*and the*

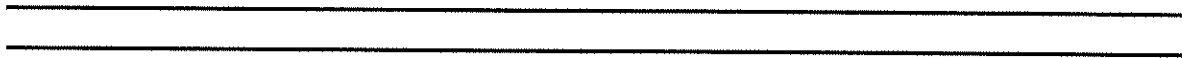
*Mountainside P.B.A. Local 126*



*January 01, 2003*

*through*

*December 31, 2006*



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## *Preamble*

This Agreement is entered into this 16th day of August 2005 by and between the *Borough of Mountainside*, in the County of Union, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the *Borough* or the *Employer*), and the *Mountainside P.B.A. Local 126* (hereinafter called the *P.B.A.*).

## ARTICLE I

### *RECOGNITION*

- A. The Borough hereby recognizes the P.B.A. as the exclusive majority representative for all full time police officers employed in the Borough's police department excluding employees other than police officers, managerial executives, confidential employees, professional employees, craft employees, and all other employees of the Borough.
  
- B. The term "Police Officer", "Member", and/or "Employee" as used herein shall be defined as those employees in the above defined unit and shall be deemed to include the plural as well as the singular and to include males and females.

## ARTICLE II

### *Management Rights and Responsibilities*

- A. The Borough hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:
1. to the executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees;
  2. to hire employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;
  3. to suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms hereof and in conformance with the Constitution and laws of New Jersey and of the United States.

The Borough shall have the right, during the term of this Agreement, to establish new rules or modifications of existing rules governing working conditions, provided that prior to the establishment thereof, the Borough shall give the P.B.A. notice thereof and shall provide the P.B.A. with an opportunity for negotiations with respect thereto. If a grievance is filed pertaining to the preceding sentence and is taken to arbitration under Article III of this Agreement, the arbitrator's authority shall be limited to determining whether,

1. the notice and negotiations procedures have been followed and/or
  2. the Borough's new rule or modification of existing rule governing working conditions is arbitrary, capricious, or unreasonable, as the latter terms have been construed judicially.
- C. Nothing contained in this Article shall be construed to deny or restrict the Borough or the P.B.A. of its rights, responsibilities and authority under N.J.S.A. 40 and N.J.S.A. 40A, or any other national, state, county or local laws or ordinances, provided however that such local laws or ordinances shall be inconsistent with this Agreement.

## ARTICLE III

### *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.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the employer. The employer shall notify the P.B.A. of any resolution or adjustment resulting from such discussions.

#### B. Definition

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the P.B.A. on behalf of an individual or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the employer, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
2. The term "grievance" as used herein shall not refer to any matter which was, or which could have been, raised at the bargaining table during the negotiations that led to the Agreement.
3. With respect to employee grievances, no grievance may proceed beyond Step 1 herein unless it constitutes a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning the terms and conditions of employment governed by statute or administrative regulation, incorporated by operation of law, shall not be processed beyond Step 1 herein.

#### 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:

### *Step 1*

- A. An aggrieved employee, the P.B.A. on behalf of an aggrieved employee or employees, or the Borough shall institute in writing action under the provisions hereof within fourteen (14) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee(s) and the Chief of Police, for the purpose of resolving the matter informally. Failure to act within fourteen (14) calendar days shall be deemed to constitute an abandonment of the grievance.
- B. If no resolution can be achieved, the Chief of Police or his designee shall render a written decision within ten (10) calendar days after receipt of the written grievance.

### *Step 2*

- A. In the event the grievance has not been resolved in or at Step 1, the employee or the P.B.A. shall, in writing and signed, file the grievance with the Borough's Administrator or his/her designee within five (5) calendar days following the written determination at Step 1.
- B. The Borough's Administrator or his/her designee shall render a written decision within (10) calendar days from the receipt of the grievance.

### *Step 3*

- A. In the event the grievance has not been resolved in or at Step 2, the employee or the P.B.A. shall, in writing and signed, file the grievance with the Mayor and Council within five (5) calendar days following the written determination at Step 2.
- B. The Mayor and Council shall render a written decision within forty (40) days from receipt of the grievance. If the Mayor and Council choose not to consider the grievance, they shall give notice of such in writing within three (3) calendar days, subsequent to the next scheduled Council meeting.

### *Step 4*

- A. In the event the grievance has not been resolved in or at Step 3, the matter may be referred to arbitration as hereinafter provided.
- B. In the event that the Borough or the P.B.A. desires to submit a grievance to arbitration, the following procedure shall be followed:
  - 1. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) calendar days following receipt of the Mayor and Council's determination or

notice that the Mayor and Council will not make a determination.

2. The party demanding arbitration shall request the New Jersey State Public Employment Relations Commission (P.E.R.C.) to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the rules and regulations of the New Jersey State P.E.R.C.
  3. The cost of the services of the arbitrator shall be borne equally by the Borough and the P.B.A..
  4. The arbitrator shall be bound by the provisions of this agreement and by applicable laws of the state of New Jersey and the United States. 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. In rendering his/her written decision, the arbitrator shall indicate his/her findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding upon the parties subject to applicable judicial or administrative proceedings. The arbitrator must make a determination within sixty (60) days of the conclusion of arbitration hearing.
  5. Any expense other than the cost for the services of the arbitrator, including but not limited to presentation of witnesses, shall be borne by the party incurring the same.
- C. A failure to respond at any step in this procedure by the Borough or its agent shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step.
- D. Time limits may be extended by the parties by mutual written agreement.
- E. The Borough reserves the right to file, in writing, a grievance on its behalf with the executive board of the P.B.A., which shall conduct a conference with representatives of the Borough within ten (10) days of filing of the grievance, and said conference representatives shall render a joint, written determination within fifteen (15) days of the conference.
- F. At any time during the grievance procedure, the Borough Administrator or the P.B.A. may ask and, with mutual consent, have both parties confer with each other to negotiate a resolution to any grievance.



## ARTICLE IV

### *P.B.A. REPRESENTATIVES*

- A. Duly authorized representatives shall be granted leaves of absence for the purpose of attending P.B.A. conventions in accordance with applicable State statutes.
- B. Upon notification to, and approval of, the Police Chief or his/her representative, which approval shall not be unreasonably withheld, the President of the P.B.A. may enter the Borough facilities or premises for the purpose of investigating grievances without loss of regular pay or compensatory time.
- C. One P.B.A. representative shall be appointed by the P.B.A. President each year on July 1<sup>st</sup> to serve as a regular representative of the P.B.A. in grievances with the Borough, and an additional representative shall be similarly appointed to serve as alternate representative of the P.B.A. solely with respect to the personal grievances filed by the aforesaid regular grievance representative. The P.B.A. shall notify the Borough in writing ten (10) calendar days after the election or appointment of the aforementioned regular or alternate representative. Said representative shall suffer no loss of regular pay or compensatory time when representing the P.B.A. in grievances with the Borough under the circumstances set forth above.
- D. During collective negotiations, one authorized P.B.A. representative shall be excused from his normal work duties to participate in any collective negotiation session mutually scheduled by the parties, and such representative shall suffer no loss of regular pay or compensatory time.
- E. The parties agree to continue the existing practice governing the granting of time off to a State P.B.A. delegate for the purpose of attending P.B.A. meetings.
- F. The employer shall not unreasonably withhold permission for the P.B.A. to utilize Borough facilities and equipment for the purpose of conducting P.B.A. business.

## ARTICLE V

### *DEDUCTIONS FROM SALARY*

- A. The employer agrees to deduct from the salaries of its employees, subject to this agreement, dues for the P.B.A.. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967, N.J.S.A. 52:14-15.9(e), as amended. Said monies together with records of any corrections shall be transmitted to the P.B.A. treasurer with fifteen (15) working days from the payroll period ending date of each payroll period.
- B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the employer written notice thirty (30) days prior to the effective date of change and shall furnish new authorizations from its members showing the authorized deduction for each employee.
- C. The P.B.A. will provide the necessary "check-off authorization" forms and deliver the signed forms to the appropriate officers.
- D. The employer agrees to deduct the representation fee in lieu of dues from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.
- E. The deduction shall commence for each employee who elects not to become a member of the Association on the first of the month following thirty (30) days written notice from the Association of the amount of the fair share assessment. A copy of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first of the month following sixty (60) days of employment.
- F. The representation fee for service rendered by the Association shall be in the amount equal to the regular dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees, and assessments.
- G. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Employer or require the Employer to take any action other than to hold the fee in escrow pending resolution of the appeal.
- H. The Association shall indemnify, defend, and save the employer harmless against any claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the employer in reliance upon salary deduction authorization cards or the representation of in lieu of dues information as furnished by the Association to the employer, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

- I. Membership in the Association is separate, apart, and distinct from the employee's rights to receive equal benefits available to the bargaining unit. The Association is required under this agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this agreement have been made for all employees in the bargaining unit, and not only for members in the Association, and this agreement has been executed by the employer after it has satisfied itself that the Association is a proper majority representative.

## ARTICLE VI

### *MAINTENANCE OF OPERATION*

- A. It is recognized that the need for continued and uninterrupted operation of the Borough is of paramount importance to the citizens of the Borough of Mountainside, in the County of Union, and the State of New Jersey, and that there should be no interference caused by the P.B.A. or its members with such operation.
- B. The P.B.A. covenants and agrees that during the term of this Agreement, neither the P.B.A. nor any person acting in its behalf will cause, authorize, or support any strike, i.e. the concerted failure to report for duty, or willful absence of an officer from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful, and proper performance of said officer's duties of employment.
- C. The P.B.A. agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow-down, or any activity aforementioned, and that the P.B.A. will publicly disavow such action and advise all such members who participate in such activities to cease and desist from same immediately and to return to work. The P.B.A. agrees that it will not support or participate in any of the aforementioned activities engaged in by any employee or group of employees of the Borough.
- D. In the event of a strike, slow-down, walkout or job action, it is covenanted and agreed that participation in any such activity by any P.B.A. member or any employee represented by the P.B.A. shall entitle the Borough to deem such activity as grounds for appropriate action against the individual, including discipline, subject however to the application of procedures set forth in N.J.S.A. Title 40A.
- E. Nothing contained in the 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 P.B.A. or its members.
- F. Nothing contained herein shall be construed as limiting or restricting any individual from the free exercise of his/her rights under the Constitution of the United States and the State of New Jersey and the statutes of the United States and the State of New Jersey.

## ARTICLE VII

### *Hours of Work, Overtime, Compensatory Time, and Recall*

#### *A. Hours of Work*

1. Patrol division shifts during this contract are scheduled for 7:00am to 7:00pm, 7:00pm to 7:00am, and 3:00pm to 11:00pm. Detective division shifts are presently scheduled for 9:00am to 5:00pm, and 1:00pm to 9:00pm. Lieutenants are scheduled for 8:00am to 4:00pm and 3:00pm to 11:00pm. In cases of emergency, the Borough shall have the right to vary the foregoing shift schedules unilaterally and without notice to, or discussion with, the P.B.A.. In cases of temporary, non-emergency variations in the foregoing shift schedules, the Borough shall provide the P.B.A. with advance notice and reasonable opportunity for discussion, prior to implementation of such variations. In cases of permanent variations in the foregoing shift schedules, the Borough shall provide the P.B.A. with advance notice, and upon the P.B.A.'s request shall negotiate with respect thereto, prior to implementation of such variations.
2. All managerial prerogatives of the Chief of Police to assign, reassign, transfer and schedule according to the needs of the Department will remain in effect as consistent with law.
3. Officers other than Detectives and Lieutenants will work a four-day-on, four-day-off twelve-hour per day schedule which will be combined with eight-hour shifts to achieve an average of 2,080 hours worked per year per officer. In the event that an officer's scheduled shifts exceed 2,080 hours, excess hours will be offset by comp time on an hour for hour basis, which will be credited quarterly. There will be three shifts as followed:  
  
Day: 7:00am-7:00pm    Night: 7:00pm-7:00am    Mid: 3:00pm-11:00pm
4. Detectives and Lieutenants will work the 8-hour schedule unless the Chief determines that circumstances require otherwise.

#### *B. Overtime*

1. Employees shall be eligible for and shall receive overtime pay for overtime hours in accordance with the foregoing terms and provisions.
2. The hourly rate for overtime pay for each eligible employee shall be one and one-half times such employee's hourly rate of pay, which shall be computed by dividing 2,080 into the total base salary plus longevity payments.
3. The Borough shall endeavor to pay for overtime hours worked in the pay period immediately following the period such overtime was worked but no later than 30 days following the day overtime was earned.

4. Except as provided under Section 5 of this paragraph:
  - a. Overtime hours are hours of work which exceed employee's regularly scheduled working hours. The Borough shall have the right to require employee's to work overtime, and to determine, pursuant to departmental rules and regulations, the circumstances to which the employees shall work overtime. The scheduling of overtime work is a Borough prerogative, and accordingly no hours of work will qualify as overtime hours unless the Borough, by the Chief of Police or his/her designee, shall have approved and authorized same in advance.
5. In the event an employee is subpoenaed or required to appear as a witness in any criminal or quasi-criminal court proceeding, any proceeding before the N.J. Motor Vehicles Commission, or any Grand Jury proceeding, in connection with his/her duties as a police officer, at a time other than his/her regularly scheduled working hours, he/she shall be paid per day for all such appearances in a day at the rate of \$200.00 for the term of this Agreement.
6. In the event that a police officer is required to appear in a civil court proceeding arising out of the performance of his/her duties as a police officer, at a time other than his/her regularly scheduled working hours, he/she shall receive compensatory time due at the time and one-half rate for time spent.
7. In the event an employee is subpoenaed or required to appear as a witness in proceeding in the Mountainside Municipal Court in connection with his/her duties as a police officer at a time other than his/her regularly scheduled work hours, he/she shall receive the minimum of four (4) hours overtime pay, computed in accordance with Section 2 of this Paragraph B, for the term of this Agreement.
8. In the event that an employee assigned to the Detective Division is required to appear in court earlier than his/her regularly scheduled time, such employee shall not be entitled to overtime pay on account of such early appearance. Rather, on the day in question, such employee's quitting time shall be adjusted accordingly. By way of example, if the employee appears in court one hour earlier than his/her regularly scheduled reporting time, then he/she shall be entitled to leave work one hour earlier than his/her scheduled quitting time.

### *C. Compensatory Time*

1. "Compensatory Time" is hereby defined as time-off from duty without loss of regular straight time pay and without pyramiding of pay and is in lieu of receiving overtime rate of pay. Compensatory time will be granted at the rate of one and one-half hours for every hour worked. Compensatory time off may be taken only when no additional personnel are required to cover a particular

shift. Compensatory time may be added to vacation time, unless there would be created an overtime obligation. Granting of compensatory time is at the discretion of the Chief of Police or his/her designee.

2. Compensatory time off may be granted for the following circumstances when they occur in addition to an employee's regular working hours:
  - a. staff meetings called by the Chief of Police
  - b. in-service training
  - c. crime prevention programs

Compensatory time may also be granted at the discretion of the Chief of Police or his/her designee on such other occurrences that are appropriate in the discretion of the Chief. All compensatory time must be approved in advance by the Chief or his/her designee.

3. Accumulation of compensatory time off shall be limited to one hundred (100) hours in the case of uniformed officers and detectives for the year 1999, one hundred twenty-five (125) hours for the year 2000, and one hundred fifty (150) hours for the years 2001-2006. Upon retirement, an officer may only "buy back" a maximum of one hundred (100) hours. Compensatory time off for any officer must be taken within twelve months. Approval of time off will be by the Chief of Police or his/her designee who, in unusual and extraordinary circumstances and at his/her discretion, may give permission in advance to exceed the above limits or to cancel scheduled compensatory time off if it is in the best interest of the department.
4. If, in the discretion of the Chief of Police, it is necessary for any law enforcement officer to be on call, he/she shall be entitled to be granted six (6) hours compensatory time off (4 hours at a time and one half for every 24 hours on call, but not actively working).
5. In the event that an employee is subpoenaed pursuant to the provisions of Paragraph 5 of Section B, *Overtime*, but remains "on-call" on his/her day off or vacation time, said employee shall be entitled to six (6) hours compensatory time while on-call, provided, however, that the six (6) hours compensatory time shall be granted ONLY for the dates specified on the face of the subpoena.

#### *D. Recall*

If an employee is recalled to duty, he/she shall receive a minimum guarantee of four (4) hours compensation at the overtime rate provided said recall is not immediately prior to employee's normal shift. The employer shall have the right to retain the employee on duty for the minimum time period. If the employee's call in time assignment and his/her regular shift overlap, he/she shall receive compensation at the overtime rate for that period worked prior to the regular shift. For the balance of his/her regular shift, the employee should be paid at his/her appropriate straight time rate.

#### *E. Travel Expenses*

In the event a member of the Police Department is required to attend any police related school, seminar, in-service training, or any other authorized police function, the Borough shall provide, upon availability, a municipal vehicle. If there is no vehicle available for use, the Borough shall reimburse the police officer for the use of his/her personal vehicle at the Federal Standard Mileage Rate, plus any applicable tolls or parking fees.



ARTICLE VIII

*Vacation*

- A. Every full time officer of the police department shall be entitled to an annual vacation period with pay in accordance with the provisions of the Agreement as hereinafter stated.
- B. The status of each officer with respect to vacation credits shall be fixed and determined as of the 31<sup>st</sup> day of December of the year immediately preceding the year in which the right to said vacation period become due.
- C. A vacation day shall commence on any day of the week at the commencement of any particular shift and continue for twenty-four (24) hours to the next day and the beginning of the same shift.
- D. Except as herein expressly provided to the contrary, the following constitute the vacation privileges of the officers of the police department.
- E. Vacation time will be based on the following scale:

- Under one year of service.....8 hours for each month of service
- Beginning of 2<sup>nd</sup> year to the completion of the 5<sup>th</sup> year.....112 hours vacation
- Beginning of 6<sup>th</sup> year to the completion of the 15<sup>th</sup> year.....180 hours vacation
- Beginning of the 16<sup>th</sup> year and over.....236 hours vacation

- F. The Chief of Police shall designate the number and classification of officers with respect to the vacation credits. The choice of selection of vacation periods shall be based upon seniority and shall be approved by the Chief of Police. Officers of equal seniority shall select their vacation periods by lot.
- G. Vacation periods shall be allotted to each officer by seniority. Vacation periods shall be scheduled into two vacation periods called primary and secondary vacation selections.
- H. *Primary Selections*- Each member of the Police Department shall select eight (8) primary days (96 hours) of vacation selections shall be fixed by March 1<sup>st</sup> of the year the vacation selections are due.

*Secondary Selections*- each member of the Police Department shall select whatever remaining vacations are due again by seniority. These remaining vacation selections shall be fixed by April 1<sup>st</sup> of the year the vacation selections are due. These secondary vacation days shall not supercede the primary vacation selections.

- I. Vacation periods shall be fixed no later than April 1<sup>st</sup> of the year in which said vacation shall become due; however, those vacations which are not fixed by that date shall be established by the Chief of Police to fit the convenience of the department.
- J. No vacation credits shall be extended beyond the calendar year in which they fall due, except for good cause being shown. No vacation credits will be extended beyond March 31<sup>st</sup> of the year following the year in which said credits should have been used, unless time is not available, as determined by the Chief of Police.
- K. In the event of the termination of employment other than by death, there shall be forthwith paid to the officer terminating such employment, or in the event of death of any officer, there shall be paid to his/her estate, a sum equivalent to pay for all vacation periods earned. In such event, vacation periods earned shall be computed and the vacation determined as of the date of termination.
- L. Vacation pay shall be payable in advance, if requested at least one pay period prior to the time an officer commences vacation.
- M. In the event that an employee becomes sick or injured prior to his/her scheduled vacation leave, the employee shall be entitled to take his/her vacation leave at a later time, subject to the scheduling needs of the department as determined by the Chief of Police.

ARTICLE IX

*HOLIDAY PAY*

- A. Every employee shall, in addition to the salary specified in Schedule A hereof, be paid at his/her straight time daily rate of pay for thirteen (13) holidays, in lieu of time off, for the following holidays:

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Good Friday	General Election
Easter	Thanksgiving Day
Memorial Day	Veteran's Day
Christmas Day	

- B. Holiday pay period shall be paid once each year during the month of November and shall be computed at eight (8) hours for each holiday.
- C. Employees whose employment terminates during the calendar year shall be paid only for those holidays that have fallen prior to their date of termination or death.

## ARTICLE X

### *SICK LEAVE*

#### A. Definitions:

1. Long-term or extended illness is defined for the purposes of this Article to mean illness or disability not as a result of an occupational injury which is a duration of three (3) or more consecutive work days.
2. Any other illness not as a result of an occupational injury is defined as a short term illness

#### B. Each officer of the department is entitled to one hundred twelve (112) hours of sick leave with pay each year. Such days may be utilized for short or long-term illness, and, if not so utilized, will be accumulated for possible use in the future in long-term illness or for retirement as is otherwise provided for in this agreement.

#### C. Long-term or extended leave for illness, not as a result of an occupational injury, shall be paid in the following manner:

1. All previously accumulated sick leave shall be used. All previously accumulated sick leave shall be at a rate of eight (8) hours for each day.
2. Sick days for the current year shall be used.
3. Other available time such as compensatory time off or vacation time shall be used.
4. After three (3) months, whether or not all sick, vacation, and compensatory time have been used, payments shall be made in accordance with the Borough's disability insurance policy. The Borough will maintain the present disability policy with Massachusetts Mutual. However, the Borough and the PBA will review alternate plans, and, if an agreement is reached between the parties, the Borough will select a new disability insurance program.

#### D. Lost time due to occupational injury or disability shall not be charged to sick leave, and payment shall be made in the following manner:

1. Loss of seven (7) days or less, the officer shall receive full pay from the Borough.
2. Loss of more than seven (7) days, but less than three (3) months, shall be paid in accordance with the New Jersey Worker's Compensation Law, and the Borough shall pay in addition thereto, an amount equal to the difference between the officer's base salary plus longevity payment and the Workers Compensation payment, provided that the Borough shall take credit for any amounts paid pursuant to the Worker's Compensation Law for the first seven (7) days of disability.
3. After three (3) months of disability, payments shall be made in accordance with the Borough's disability insurance policy.

- E. The employer may require verification by an employee who has been on sick leave for illness not as result of an occupational injury, or on leave as a result of an occupational injury, by the submission of acceptable medical evidence substantiating the illness or injury. Verification may be made either by medical evidence from the employee's physician, or if such evidence is not furnished, by the Borough's physician. In any event, the employer may require verification by the Borough physician for proof of illness or injury of an employee, whenever such requirement appears to be reasonable or appropriate. Abuse of sick leave or injury leave shall be cause for disciplinary action.

**ARTICLE XI**

***MEDICAL INSURANCE***

- A. The provisions of the existing State Health Benefits program shall be maintained at the Borough's expense during the term of this agreement.
- B. The Borough reserves the right to change insurance carriers so long as equal to or better coverage is provided.
- C. The following **cost reimbursement** dental/vision program shall be in effect for the term of this Agreement:

Family            \$1,400

Single            \$650

A one (1) time per dependent orthodontics benefit of \$1,200 by reimbursement shall be in effect for the term of this agreement as part of the self-insured program.

For reimbursement, a purchase order with the bill attached must be submitted to the finance office.

- D. An officer may designate part or all of his/her Clothing Maintenance under the terms set forth under Article XII of this agreement during the first pay period of June of each year to be used for his/her cost reimbursement dental/vision insurance, if he/she chooses to do so, for the term of this contract.

**ARTICLE XII**

***CLOTHING ALLOWANCE***

- A. All vouchers for clothing allowance are subject to approval by the Chief of Police and the Police Commissioner. Clothing allowance for the term of this Agreement will be based on the following:

Voucher	\$575
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Maintenance	\$525
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- B. Maintenance payments shall be made by the Borough during the first pay period in June of each year covered under this agreement. Part or all of the Maintenance payment may be designated to be used for dental/vision program, if an officer chooses to do so, under the terms set forth under Article XI, Subsection D.

**ARTICLE XIII**

***MILITARY LEAVE***

Military leave shall be granted in accordance with the provisions of all applicable laws.



## ARTICLE XIV

### *RETIREMENT*

- A. Employees shall retain all pension rights under New Jersey law.
- B. Each employee hired before September 1, 1990, shall be entitled to receive, upon retirement, an amount equivalent to one (1) hours pay (at the rate in effect at the time of retirement) for each three (3) hours of unused accumulated sick leave, up to a maximum of eighteen thousand (\$18,000) dollars.
- C. Employees hired after September 1, 1990, shall be entitled to receive upon retirement an amount equivalent to one (1) hours pay (at the rate in effect at the time of retirement) for each two (2) hours of unused accumulated sick leave, up to a maximum of thirty thousand (\$30,000) dollars, which sum shall be paid to the employee in equal amounts over three years.

## ARTICLE XV

### SALARIES

- A. The salaries of all unit employees, in existence prior to the negotiation of this Agreement, shall be increased as follows:
1. Effective January 1, 2003, all unit employees shall receive an across-the board increase of **3.5%**.
  2. Effective January 1, 2004, all unit employees shall receive an across-the-board increase of **3.625%**.
  3. Effective January 1, 2005, all unit employees shall receive an across-the-board increase of **3.75%**.
  4. Effective January 1, 2006, all unit employees shall receive an across-the-board increase of **3.75%**.
- B. The salaries shall be as noted in **SCHEDULE A** and **SCHEDULE B** of the contract.
- C. All Emergency Medical Technician (E.M.T.) certified police officers shall receive an annual prorated stipend of five hundred dollars (\$500.00).
- D. Any officer *assigned* to the Detective Bureau shall receive a two percent (2%) annual prorated stipend above his/her base salary. Assignment to the Detective Bureau shall be defined as any officer working in the capacity as a Detective, performing the normal duties and functions of a Detective, for a period of no less than three (3) consecutive months. It is the P.B.A.'s intention to keep the *ranks* of Detective Sergeant and Detective in the pay scale, should the Borough decide to appoint by promotion the aforementioned ranks.
- E. Effective upon ratification of this contract, the PROBATION salary shall increase to \$32,000. In addition, an additional step shall be added to reach top-level patrolman salary (start of 7<sup>th</sup> year from date of hire). All officers hired after ratification of this contract shall follow the SCHEDULE B salary scale.
- F. "Probation", as it appears in **SCHEDULES A & B**, shall be defined as the period from which an officer is hired and shall last for one (1) year from the date of appointment. In the event an officer is hired and sent through the academy by the Borough, his/her probation shall last for the duration of the academy up to and including one year upon graduating the police academy, however his/her increment increases will be based on the anniversary date.

**SCHEDULE "A"**

**SALARIES**

*(Officers hired prior to August 16th, 2005)*

<b>RANK</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>
CAPTAIN	84587	87653	90940	94350
LIEUTENANT	82341	85326	88526	91846
*DET. SERGEANT	80128	83033	86147	89378
SERGEANT	78129	80961	83997	87147
CORPORAL	74321	77015	79903	82899
*DETECTIVE	74203	76893	79776	82768
6 <sup>TH</sup> YEAR	71385	73973	76747	79625
5 <sup>TH</sup> YEAR	65779	68163	70719	73371
4 <sup>TH</sup> YEAR	60176	62357	64695	67121
3 <sup>RD</sup> YEAR	48972	50747	52650	54624
2 <sup>ND</sup> YEAR	43368	44940	46625	48373
PROBATION	28000	28000	28000	

*\*Indicates RANKS made by PROMOTION, not temporary assignment to Detective Bureau, as mention in Art.XV(D).*

**SCHEDULE "B"**

*(Officers Hired after August 16<sup>th</sup>, 2005)*

	<b>2005</b>	<b>2006</b>
7 <sup>TH</sup> YEAR	76747	79625
6 <sup>TH</sup> YEAR	69285	71883
5 <sup>TH</sup> YEAR	61828	64147
4 <sup>TH</sup> YEAR	54371	56410
3 <sup>RD</sup> YEAR	46914	48673
2 <sup>ND</sup> YEAR	39457	40937
PROBATION	32000	32000

ARTICLE XVI

*LONGEVITY PAY*

A. Longevity payment shall be made as hereinafter fixed and determined; such longevity payment shall be considered as additional compensation based on the length of service of said members of the police department according to the following schedule:

*For those hired prior to June 18, 1996;*

Completion of 5 years	2%
Completion of 10 years	4%
Completion of 15 years	6%
Completion of 20 years	8%
Completion of 24 years	10%

*For those hired as of June 18, 1996;*

Completion of 10 years	2%
Completion of 15 years	4%
Completion of 20 years	6%
Completion of 24 years	8%

Such additional compensation shall be based on the annual salary of each member of the police department.

B. In order to compute periods of longevity, credit will be given for all the time served consecutively as a full time employee of the police department. Additional compensation of any nature including overtime and holiday pay shall not be considered in computing longevity payments. All periods of service shall be computed from the anniversary date of appointment to the department.

## ARTICLE XVII

### *INVESTIGATION OF POLICE OFFICERS*

- A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
  2. The interrogation shall take place at a location designated by the Chief of Police or his/her designee. Usually, it will be conducted at Police Headquarters or the location where the incident allegedly occurred.
  3. The member of the force shall be informed of the nature of the investigation before any formal interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
  4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
  5. At every formal stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he/she so requests, to consult with counsel and/or his/her Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his/her Association representative, nor more than two (2) hours for consultation with his/her attorney. However, this paragraph shall not apply to routine day-to-day investigations.
- B. In cases other than departmental investigations, conducted in the ordinary course of business as determined by the Chief of Police, if a member of the force is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.
- C. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the department.

## ARTICLE XVIII

### *CEREMONIAL ACTIVITIES*

- A. In the event a police officer in another Department in the State of New Jersey is killed in the line of duty, the employer will permit at least two (2) uniformed police officers of the Department to participate in funeral services for the said deceased police officer.
- B. Subject to the availability of the same, in the sole discretion of the Chief of Police, the Chief may permit a department police car to be utilized by the members on the funeral service.
- C. Police officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services, unless otherwise agreed to by the Chief of Police.
- D. This Article pertains only to non-duty officers. In the sole discretion of the Chief, on-duty officers may be permitted to participate in funeral services.

## ARTICLE XIX

### *PERSONNEL FILES*

- A. A separate personnel history file shall be established and maintained for each employee covered by this Agreement. Personnel history files are confidential records and shall be maintained in the office of the Chief of Police.
- B. Any member of the Police Department, may, by appointment, review his personnel file, but his appointment for review must be made to the Chief of Police, or his/her designated representative.
- C. Whenever a written complaint concerning an officer or his/her actions 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, in writing within fourteen (14) days. Upon the request of the officer, the rebuttal will be placed in his/her file.
- D. All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, except upon agreement by the parties.
- E. Authorized Borough representatives shall have access to the aforementioned personnel files, for Borough business and their official use only.

## ARTICLE XX

### ***BULLETIN BOARD***

- A. The employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.
- B. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matter dealing with the welfare of employees.
- C. No matter may be posted without receiving permission of the officially designated Association representative.
- D. The Borough will assist in providing as much office equipment as reasonably possible for the P.B.A. to construct an office in the corner of the gym.



## ARTICLE XXI

### *EDUCATION*

- A. The Borough of Mountainside wishes to provide for Borough employees opportunities for equitable experiences and individual professional development in order to broaden and facilitate functional relationships among its departments.
- B. The foregoing shall be accomplished by providing for its employees opportunities for the following education experiences which, when approved in advance by the Borough, will be funded as noted:
  - 1. Attendance at one-day conferences, institutes, meetings, etc., to be funded at actual cost.
  - 2. Attendance at courses or meetings which take place over a period of time and for which certificates, licenses, continuing education credits or college credits are given, to be funded at a cost not to exceed that of three graduate courses at a state college, that cost to be reimbursed to the employee following successful completion of the course.
  - 3. Other education experiences not included herein, to be funded as deemed appropriate by the Governing Body at the time the opportunity for such experience arises.
- C. Each employee taking a course as is mentioned in "B2" above shall sign an agreement with the Borough stating that in the event the said employee should leave the employ of the Borough within one (1) year after the completion of such course, said employee will reimburse the Borough for the cost of such educational experiences.

**ARTICLE XXII**

***NON-DISCRIMINATION***

- A. There shall be no discrimination by the Borough or the P.B.A. against an employee on account of race, color, creed, sex, national origin, religion, ancestry, age, marital status, disability, or sexual orientation.
- B. There shall be no discrimination, interference, restraint or coercion by the Borough or any of its representatives, or the P.B.A. or any of its representatives, against any of the employees covered under this Agreement because of their membership or non-membership in the P.B.A. or their activity or inactivity with respect to other members of the P.B.A.

**ARTICLE XXIII**

***SEPARABILITY AND SAVINGS***

If any provision of this Agreement to any employee or groups of employees is held to be 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.

## ARTICLE XXIV

### *LEAVE TIME*

- A. **Bereavement Leave-** Each employee covered by this Agreement shall be permitted three (3) days leave with pay upon the death of a member of the immediate family within the state. An employee covered by this Agreement shall receive five (5) days leave with pay upon the death of a member of the immediate family out-of-state. Any needed additional days may be granted, if approved by the Chief of Police. For purposes of this Article, "immediate family" shall include the spouse, children, stepchildren, mother, father, brother, sister, and grandparents of the employee and spouse and the employee's brother-in-law, sister-in-law, mother-in-law, and father-in-law.
- B. **Personal Leave-** Each employee shall be eligible for twenty-four (24) hours personal leave per year which shall be charged against sick leave. In addition, each employee shall be eligible for twelve (12) hours personal time not charged against sick leave. For the purpose of this clause, an employee shall not be required to advise his/her superior of the reason(s) for the personal leave day. Employees must give the Chief of Police forty-eight (48) hours notice of their intention to take a personal day and must receive approval from the Chief to insure that the Borough has adequate personnel on hand to perform all necessary functions. The said personal leave time shall be non-cumulative. A denial of an application for personal time under this section by the Chief shall only be made for sufficient cause. Personal leave shall be granted in units of not less than four (4) hours for each occasion.

## ARTICLE XXV

### *TERMINAL LEAVE BENEFIT*

- A. The Borough of Mountainside shall provide a terminal leave benefit, to be paid annually for up to twelve (12) years or to age sixty-five (65), whichever comes first, which retirees can utilize for any purpose. This benefit will be applicable to employees who have retired since 1984 and to current employees (hired before September 1, 1990) upon their retirement. The terminal leave benefit shall be in the amount of One Thousand Five Hundred Dollars (\$1,500) per annum, which benefit shall be paid in equal installments of Two Hundred Fifty Dollars (\$250) every two (2) months.
  
- B. The terms and provisions of the Terminal Leave Benefit have been agreed upon by both parties as outlined in the First Amendment to the June 21, 1996 Agreement between the Borough of Mountainside and the Mountainside P.B.A. Local 126.

**ARTICLE XXVI**

***TERM AND RENEWAL***

This Agreement shall be in full force and effect as of January 1, 2003, and shall remain in effect through December 31, 2006, without any reopening date. This Agreement shall continue in full force and effect thereafter, unless one party or the other gives notice in writing, pursuant to the rules of the Public Employment Relations Commission, of a desire to change, modify, or terminate this Agreement.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**WHEREAS**, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**MOUNTAINSIDE P.B.A. LOCAL 126**

**BOROUGH OF MOUNTAINSIDE**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title