

PERC

COLLECTIVE BARGAINING AGREEMENT

2015-2018

BETWEEN

**NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION
BOUND BROOK LOCAL #380**

AND

BOROUGH OF BOUND BROOK, SOMERSET COUNTY, NEW JERSEY

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AGREEMENT

THIS AGREEMENT, made this 26th day of September 2014, between the Mayor and Council of the Borough of Bound Brook, hereinafter, referred to as “The Borough” or “The Employer” and New Jersey State Policeman’s Benevolent Association, Bound Brook Local #380, hereinafter referred to as “The P.B.A.,” representing the complete and final understanding of all bargainable issues between the Borough and the P.B.A. in the years 2015 through the end of 2018.

WITNESSETH

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the employer recognized as being represented by the P.B.A. as follows:

ARTICLE 1

RECOGNITION

Section I:

The Borough recognizes the P.B.A. as the sole and exclusive bargaining representative of all police officers in the rank of patrol officer and sergeants, including detectives, but excluding all other employees employed by the Police Department, and the Chief of Police.

Section II:

As used in this Agreement, the term “Officer” refers to the aforementioned patrol officer and sergeants, including detectives, employed by the Police Department.

Section III:

As used in this Agreement, the term “working day” refers to the following; those officers working in the uniformed patrol division, a “working day” is a 12-hour day. Those officers assigned to administration, detective bureau, school resource officer, or any other assignment other than patrol, a “working day” is an 8-hour day.

ARTICLE II

RETENTION OF BENEFITS

Section I:

The employer shall not make any unilateral changes to any negotiable terms and conditions of employment without entering into negotiations with the PBA with respect to impact thereof.

Section II:

Except as otherwise provided herein, and unless changed by operation of applicable law, all rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying shall be maintained and continued by the employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

Section III:

The provisions of all municipal ordinances and resolutions affecting negotiable terms and conditions of employment, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as it is set forth herein at length.

Section IV:

Modifications of the terms and conditions of employment shall be subject to the negotiation process.

ARTICLE III

MANAGEMENT RIGHTS

Section I:

The employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. To hire executive management;
- b. To have administrative control of the government and its properties and facilities and the activities of its employees;

- c. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees; and
- d. To take disciplinary action permitted by law for good and just cause.

Section II:

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the terms of the Agreement and by the Constitution and laws of the United States.

ARTICLE IV

EMPLOYEE RIGHTS

The Employee Bill of Rights attached hereto as Exhibit A is hereby incorporated by reference as if set forth verbatim herein.

ARTICLE V

CRITICAL INCIDENT STRESS POLICY

The Critical Incident Stress Policy attached hereto as Exhibit B is hereby incorporated by reference as if set forth verbatim herein.

ARTICLE VI

GRIEVANCE PROCEDURE

Definition:

A grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation or application of this Agreement, policies or administrative decisions affecting an officer or a group of officers.

Procedures:

Level I

The grievant and the president of the P.B.A., or his duly authorized and designated representative, shall present and discuss the grievance(s) orally with the immediate supervisor within thirty (30) calendar days of the occurrence giving rise to the grievance(s) or from the time the grievant could reasonably have had knowledge of said event. Failure to present said grievance(s) within the aforesaid time period shall constitute abandonment of same unless the time periods have been modified by mutual consent. The immediate supervisor shall answer the grievance(s) within ten (10) calendar days from the date of the presentation. If an answer is not presented within ten (10) calendar days from the date of the presentation, the grievance automatically proceeds to Level II.

Level II

If the grievance(s) is not resolved at Level I, or if an answer has not been received by the P.B.A. within the time set forth on Level I, the P.B.A. shall present the grievance(s) in writing within ten (10) calendar days to the Chief of Police or his duly designated representative. At the request of either party, discussions to settle said grievance(s) may ensue. The Chief of Police shall answer the grievance(s) in writing within ten (10) calendar days after receipt of said grievance(s). If an answer is not presented within ten (10) calendar days from the date of the presentation, the grievance automatically proceeds to Level III.

Level III

If the grievance(s) is not resolved at Level II, or if no answer has been received by the P.B.A. within the time set forth in Level II, the grievance(s) may be presented in writing to the Mayor and Council within twenty (20) calendar days. At the request of either party, a meeting shall be held within ten (10) calendar days in an attempt to settle said grievance(s). The decision of the Mayor and Council shall be given in writing to the P.B.A. within twenty-one (21) calendar days after the receipt of the grievance(s). If an answer is not presented within (21) calendar days from the date of the presentation, the grievance automatically proceeds to Level IV.

Level IV

If the grievance(s) is not settled in the Level provided for in this Article as set forth above, the P.B.A. shall have the right to submit grievance(s): a) involving policies and administrative decisions to advisory arbitration; and b) involving the interpretation or application of this Agreement to binding arbitration under rules and regulations of the New Jersey State Public Employment Relations Commission (P.E.R.C.). The decision of the arbitrator, along with his reasoning, shall be submitted in writing to the Council and P.B.A. and the cost of the arbitrator's services shall be borne equally between the parties. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any term of this Agreement. The decision of the arbitrator, along with his/her reasoning, shall be submitted in writing to the Borough and P.B.A. The arbitrator shall be without power to establish work schedules or salary structures. The cost of the arbitrator's services shall be borne equally between the parties.

ARTICLE VII

BASE SALARY, WAGES AND LONGEVITY

Section I:

The salary schedule for all officers recognized as being represented by the P.B.A. shall be set forth in Schedules A, B, C, D, E, F, G, H and I which are attached hereto and hereby made a part hereof. The salary schedules shall be for the years 2015, 2016, 2017 and 2018.

The schedule for each year shall be effective as of January 1 of that year.

ARTICLE VIII

HOLIDAYS

The borough designates the following holidays for the life of this contract:

| | | | |
|----------------------|--------------------------|------------------------|--------------|
| New Year's Day | Martin Luther King's Day | Presidents day | Good Friday |
| Memorial Day | Independence Day | Labor Day | Columbus Day |
| General Election Day | Thanksgiving Day | Day after Thanksgiving | |
| Christmas Day | | | |

The officers shall receive no additional compensation for the Holidays.

ARTICLE IX

DISCRIMINATION OR COERCION

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

ARTICLE X

LOST OR DAMAGED EQUIPMENT

The Borough shall repair or replace any item of the officer's designated uniform or equipment that is lost or damaged in performance with his duties provided that such a loss or damage was not a result of negligence on the part of the officer. In the latter case, repair and replacement shall be at the officer's expense.

The Borough shall repair or replace articles of personal property of an officer commonly worn while working, these items to include watches, all eyewear and contact lenses, which is lost or damaged in the performance of his duty, provided that such a loss or damage is not a result of negligence on the part of the officer. In the latter case, repair or replacement shall be at the officer's expense.

The loss or damage shall be reported to the supervising officer on the shift that the loss or damage occurred. In the event of damage, the items shall be turned over to said supervising officer. The reimbursement received on the above conditions will be up to \$300.00 per item.

ARTICLE XI

CLOTHING AND MAINTENANCE ALLOWANCE

Each member of the Police Department shall receive an annual clothing/maintenance allowance of one thousand five- hundred dollars (\$1,500.00). Nine hundred dollars (\$900.00) for clothing shall be payable to a Borough approved vendor using the voucher system. This amount will be available as of January 1 of each year. Six hundred dollars (\$600.00) shall be payable for maintenance using the voucher system. This amount will be available by April 1 of each year except in the case of emergency or absolute necessity in which situation, application may be made for an earlier availability of funds to a particular officer. The Chief of Police shall prepare an approved list of items of clothing and equipment required to insure uniformity.

Detectives shall be entitled to the same clothing/maintenance allowance with the understanding that they are to be in possession of one (1) complete serviceable uniform.

ARTICLE XII

BULLETPROOF VESTS

The Borough shall pay for one (1) bulletproof vest for each member of the department. The vests shall at least meet the specifications and quality of the vests utilized in 2014 prior to the institution of this contract. Vests will be replaced at the expiration of their useful life as designated by the manufacturer's specifications.

ARTICLE XIII
LAYOFF POLICY

It shall be the Borough's policy with regard to layoffs that the last individual hired shall be the first individual laid off.

ARTICLE XIV
VACATIONS

Employees enjoying the benefits under this Agreement shall be entitled to an annual paid vacation on the following basis and are earned January 1st of his qualifying year in accordance with the following schedule:

| <u>Employment</u> | <u>Vacation Time</u> |
|---|--|
| Six (6) months but less than a year | 8 working days |
| One (1) year but less than six (6) years | 13 working days |
| Six (6) years but less than eleven (11) years | 17 working days |
| Eleven years but less than sixteen (16) years | 21 working days |
| Sixteen years but less than twenty-one (21) years | 26 working days |
| Twenty-one (21) years or more | 31 working days plus one (1) day for each year over twenty-five (25) years |

The vacations above can be taken any time from January 1st through December 31st with preference given to seniority.

ARTICLE XV
SICK LEAVE

Section I:

- A. Each officer shall be paid during periods of sick leave fifteen (15) working days per year. Any employee who utilizes 50% or less of his allowed sick days in any calendar year shall be entitled to two (2) personal days off in the following year. These personal days must be used in the year they are received and cannot be "banked".

- B. Sick leave may be used by an employee for personal illness; illness in his immediate family which requires his personal attendance upon the ill person; quarantine restrictions; pregnancy of the spouse/significant other or disabling injury. The term immediate family for the purpose of this paragraph shall mean and refer only to the employee's spouse/significant other, child, parents of either spouse or any other member residing in the employee's household.

Any sick days not utilized in a calendar year may be accumulated at the discretion of the officer. There shall be no maximum limit to the number of sick days accumulated. An officer may elect to have unused sick days of that calendar year purchased by the Borough at the end of each calendar year at the rate of one (1) day for every two (2) sick days. Any such election shall be communicated to the Borough Clerk/Administrator by October 1 of each year. In the event no notice is provided by the yearly date, the unused days shall be deemed to have been accumulated. All accumulated days remaining at an officer's retirement shall be compensated for at the rate of one (1) day pay for every three (3) days accumulated.

Section II:

Pursuant to practice, in the event that an officer qualifies for municipal, state or federal disability payments, said officer shall continue to receive his/her full rate of pay and shall return any monies received through the Borough's insurance program to the Borough.

Section III:

An officer who is absent because of disability caused in the usual course of his/her employment and directly in the line of duty must have such absence certified by a Borough or insurance carrier selected physician at the Borough's expense. Pursuant to practice, in the event that an officer qualifies for workmen's compensation said officer shall continue to receive his/her full rate of pay and shall return any monies received through workmen's compensation for temporary disability to the Borough. Such absence will not be charged against the officer's sick leave.

Section IV:

Consistent with applicable State law, no officer while on sick leave from the Borough shall be otherwise employed or engaged in any outside work or employment whatsoever.

Section V:

In cases of two (2) working days of consecutive reported absence due to illness or disability, the Chief of Police shall have the right to require a doctor's certificate of illness, which may include a statement of fitness for duty. This shall only apply where there is suspected abuse

of the sick leave provisions of the Agreement. The Chief shall not contact an officer's physician without the officer's prior consent.

Section VI:

All absences on account of illness or disability shall be reported at least two (2) hours prior to the start of the shift whenever possible.

Section VII:

In the event of an injury caused in the course of employment, the injured officer, or his/her immediate superior, if the officer is incapacitated, should report such injury in a timely manner to the Borough Clerk, who will process the necessary forms for insurance purposes. The officer should then report to a physician selected by the Borough and the physician's report and bill should be forwarded to the Borough.

Section VIII:

In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

Section IX:

The Chief of Police may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Borough, by a physician chosen by the employee from a panel of physicians designated by the Borough. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

ARTICLE XVI

FUNERAL/BEREAVEMENT LEAVE

SECTION I:

FUNERAL LEAVE

- A. Employees shall be granted time off from day of death until day of funeral to attend or make arrangements for a funeral of a deceased member of the employee's immediate family. The immediate family is defined as spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, sister-in-law, brother-in-law, grandparents, grandchildren, relative residing in the employee's home, or significant other. This time shall not be charged against the employee's sick or vacation time.
- B. For non-immediate family (i.e., aunt, uncle, niece, nephew, cousins, etc...), employees shall be granted two (2) days off for viewing and funeral.

SECTION II:

BEREAVEMENT LEAVE

- 1. All employees covered by this agreement shall be entitled to leave without loss of pay for all time lost from work as outlined below based on the relationship of the decease to the employee. These days are in addition to the time off between the day of death and the day of burial.

Relationship

Spouse, child, parent of child, grandchildren, parents, and Spouse parents.....
.....5 working days.

Brother, sister, grandparents, grandchild, brother and sister-in-laws, any relative of the employee's household)..... 3 working days.

ARTICLE XVII

SCHEDULE

- I. Officers shall be given at least ninety-six (96) hours prior notice of a schedule change except in cases of bona fide emergencies.
- II. The work week for steady day personnel (i.e., Administration, Det. Bureau, S.R.O.) shall consist of an 8 hour work day as follows; 5 days on followed by 2 days off. (i.e., work mon-fri., off sat-sun.) The work schedule for uniformed personnel (i.e., Sgts., Ptlmn.) shall be a 12 hour work day as follows; 2 days on followed by 2 days off, 3 days on followed by 2 days off and 2 days on followed by 3 days off. Any change to this clause will result in the re-opening of this Article immediately upon notice of any said change for the purpose of allowing the PBA consultation on any such change. Employees working a 12-hour day shall continue to receive 9 working days off as compensation for working 9 extra days per year.

ARTICLE XVIII

P.B.A. RIGHTS AND PRIVILEGES

- A. The state delegate of the Association shall be granted one (1) day leave of absence with pay each month for the purpose of attending any monthly meeting organized or sanctioned by the New Jersey State Police Benevolent Association, Inc.
 - 1. The Delegate shall provide the Chief of Police with reasonable written notice of such meeting.
 - 2. Meeting leave days will not be limited to meetings which occur during the Delegate's workday buy may be utilized for any shift scheduled on the day of the meeting.

3. The State Delegate and association President or their alternates shall be granted leave of absence with pay to attend conventions organized by the New Jersey State Benevolent Association, Inc. Said leave shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from convention. A certificate of attendance to the State convention shall, upon request, be submitted by the representative so attending.
 - a. The delegate shall provide the Chief of Police with reasonable written notice of the convention.
 - b. Convention leave of absence will be provided for the Annual State convention and the State mini-convention.
4. The P.B.A. shall be authorized to use a designated bulletin board at Police headquarters for the posting of P.B.A. notices. This bulletin board shall be in a common area and shall be free of any and all materials that are not P.B.A related. The bulletin board shall be maintained by the Association President or his duly appointed representative.
5. Officers of the P.B.A. are allowed up to 3 hours per week to conduct Union business.

ARTICLE XIX

RETIREMENT BENEFITS

Section I:

Upon retirement, each Police Department member's medical-surgical insurance premiums shall be continued to be paid by the Borough, provided that such members shall have either been awarded a PFRS Disability retirement or attained twenty-five (25) or more years of PFRS pension credit at the time of retirement. Beginning January 1, 2015, all Officers shall contribute the requisite amount required by P.L. 2011, c78 (commonly referred to as "Chapter 78") to the cost of Medical Benefits.

Section III:

All accrued payouts at retirement shall be paid out in equal installments over the course of three (3) budget years with dates of payments proposed by the retiring officer. Any such proposal, so long as it covers three (3) budget years, shall not be unreasonably denied. This shall not prevent any mutual agreement between the Borough and the retiring officer to either shorten or expand the payout period.

ARTICLE XX

COURT PAY

Each court attendant and member of the Police Department who shall be required to attend court outside of their scheduled hours, or the officers scheduled day off, shall be paid a minimum of four (4) hours of overtime pay at a rate of time and one-half. All additional time spent at court over the four (4) hours shall be compensated at the rate of time and one-half.

ARTICLE XXI

SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation or court decision cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE XXII

REIMBURSEMENT FOR EXPENSES

Section I:

Terms and Conditions

a. Court Appearances

Meals and mileage expenses shall be paid to an officer who attends court, with the exception of civil court, outside the Borough in connection with a matter arising out of the Borough's employment when the Chief determines it is impractical to eat at home and/or fails to provide transportation.

b. Schools, Training and Other Assignments

Meals and mileage expenses shall be paid to an officer who is on an official assignment including overtime assignment, when the Chief determines that it is impractical for the officer to eat at home and/or fails to provide transportation.

Section II:

Meals

Meals shall be paid in full following approval by the Chief when incurred under the above listed "Terms and Conditions". The mileage shall be paid at a rate of eighteen cents (\$.18) per mile, computed from the officer's home and returning to same when incurred under the above "Terms and Conditions".

ARTICLE XXIII

EDUCATIONAL INCENTIVE COMPENSATION

The borough will pay to each individual officer the following amounts for possessing a degree:

| | |
|-------------------|------------------|
| Associate Degree | \$600 per year |
| Bachelor's Degree | \$1400 per year |
| Master's Degree | \$1800 per year. |

These figures are not cumulative.

All credits previously earned and those while employed as a police officer of the Borough shall be included. The borough will also pay to each individual officer the sum of Ten Dollars (\$10.00) per credit earned, up to a maximum of sixty (60) credits, for those officers who have not yet completed a degree program. Proof of college credits must be supplied by those officers involved to receive compensation.

Compensation paid to each officer shall be paid by November 15th of each year. The Borough will pay to the officer or on his behalf, the actual cost of law enforcement classes successfully passed by the officer at an accredited college, provided such officer has obtained the prior approval of the Police Department for such course.

Education and training classes are periodically made available to members of the Police Department through various providers. A notice of all classes made available to department members shall be posted.

ARTICLE XXIV
PERSONAL DAYS

Section I:

All officers shall be granted four (4) “personal” working days off per calendar year. Officers will be permitted to take the dates requested provided that four (4) working days advanced notice has been given to the Chief of Police. Management reserves the right to deny personal days in the event of a departmental emergency. The necessity of utilizing officers for overtime shall not constitute an “emergency” for purposes of this section. Said “personal” days may be added to the vacation leave specified in Article XIV.

Section II:

In any event “personal” working days referred to in Section I are not used, they may be accumulated.

Section III:

An officer may be granted a “personal” working day off upon approval of his immediate supervisor, and will not have to conform to the mandated four (4) days’ notice.

ARTICLE XXV
PERSONNEL FILES

Section I:

All officers shall have the right to inspect and photocopy their personnel file (except in the event of a prior or ongoing investigation) within a period of forty-eight (48) hours after the request is made and at a reasonable time, provided that the Chief of Police, or his designated representative, is present at the time of inspection and photocopying. A representative of the Association may be present when requested by the officer.

Section II:

No document or report shall be placed in an officer’s personnel file without prior notice to the officer. In the case of derogatory material, the officer shall have the opportunity or may be required to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The officer shall also have the right to submit a written answer to such derogatory material and his answer shall be attached to the file copy.

ARTICLE XXVI

OVERTIME

Section I:

Intradepartmental Overtime: Regular or full-time officers of equal or lesser ranks shall be given preference for all intradepartmental overtime assignments. No officer shall be eligible for overtime if he has not performed his last duty assignment unless such overtime is a result of schedule changes.

Section II:

Police Services for Special Events throughout Said Organizations: With regard to requests for police protection at special events or by outside organizations, a regular full-time officer shall have preference for such assignments. Assignments shall be distributed as equally as possible among the members of the department and shall not interfere or conflict with the performance of the officer's regular duties. No officer shall be eligible for special assignments if he has not performed his last duty assignment.

ARTICLE XXVII

ON CALL SUBPOENA PAY

Each member of the department shall be entitled to two (2) hours of regular hourly pay for each eight (8) hours during which they are on call for trial testimony pursuant to prosecutorial subpoena or notice provided they are not already on duty during at least one-half of the hours during which testimony may be required pursuant to the time specified in the subpoena or notice or regular hours of the applicable court. All officers will make a reasonable good faith attempt to determine when they are released from on call status. In no case will compensation for on call status be extended beyond the week of the subpoena or notice unless a new subpoena or notice is issued.

ARTICLE XXVIII

ON CALL PAY

All employees shall be entitled to on call compensation on the following terms and conditions. Each officer shall be entitled to one (1) hour of regular hourly pay for each working day during which they are on call.

ARTICLE XXIX

OUT OF RANK PAY

Anyone working above his rank shall receive the compensation of the higher rank for the hours worked beginning immediately upon assuming the role of the higher rank.

ARTICLE XXX

CALL BACK PAY

Any officer who is called back to work for a time period outside of his regularly scheduled shift which time period is not contiguous, not immediately before or after the regularly scheduled shift, shall be entitled to call back pay of a minimum of four (4) hours of overtime pay or to compensation at overtime rates for the actual time worked if more than four (4) hours. This shall include training and other departmental ordered meetings. Officers who are required to work non-scheduled time which is contiguous to (immediately before or after) a regularly scheduled shift shall be entitled to overtime pay (time and a half) multiplied by the actual time worked with no minimum payment.

ARTICLE XXXI

NO STRIKE

There shall be no strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the P.B.A. shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The employer shall have the right to take disciplinary action, including discharge, against any employee participating in violation of the provisions of the Article.

ARTICLE XXXII

LEGAL AID

The employer shall provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty in accordance with current state statutes. This shall not be applicable in any disciplinary or criminal proceedings instituted against the employees by the employer. The attorney selected shall be reasonably satisfactory to the officer.

ARTICLE XXXIII

DENTAL PLAN

The Borough shall provide each member of the department with a family policy of insurance covering dental expenses in accordance with a plan. The borough's responsibility is not more than \$40.16 per month per department member which shall be their only obligation. The departmental members shall be responsible for any and all increases in costs after the first year and above the \$40.16 per month per officer baseline. The department, at its discretion may select an alternative policy, in later years, with the Borough's obligation being exclusively limited to \$40.16 per month per department member. This policy will not be precedential or evidential for purposes of establishing any co-payment obligation for general medical coverage.

ARTICLE XXXIV

MEDICAL DENTAL CO-PAYMENT

Any officer hired after the effective date of this contract shall be entitled to medical/dental payments in accordance with the following schedule which includes co-payments:

A. Upon completion of three (3) months of full-time employment and thereafter, officers shall be entitled to individual and dependent medical/dental coverage. Beginning January 1, 2015, all officers shall contribute the requisite amount required by P.L. 2011, c. 78 (commonly referred to as "Chapter 78") to the cost of medical benefits. The dental plan payment limitations set forth in the prior section shall remain.

ARTICLE XXXV

REPRESENTATION FEE

If an employee does not become a member of the P.B.A. during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the P.B.A. for that membership year. This fee shall be the maximum allowed by law.

Section I:

Notification

Prior to March 1 of each year, the P.B.A. will submit to the employer a list of those employees who have neither become members for the then current membership year nor paid directly to the P.B.A. the full amount of the representation fee for that membership year. The employer will deduct from the salaries of such employees, in accordance with Paragraph II below, the full amount of the representation fee and promptly will transmit the amount so deducted to the P.B.A.

Section II:

Payroll Deduction Schedule

The employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the employer; or
- b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position.

Section III:

Termination of Employment

If an employee required to pay a representation fee terminates his employment with the employer before the P.B.A. has received the full amount of the representation fee to which it is entitled under this Article, the employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question. The PBA must provide borough with notice of amount due.

Section IV:

Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fee and the transmission of such fees to the P.B.A. will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the P.B.A.

Section V:

Changes

The P.B.A. will notify the employer in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the employer receives said notice.

Section VI:

New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the employer will submit to the P.B.A. a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job, title, and date of employment for all such employees.

Section VII:

Indemnification

The P.B.A. agrees to indemnify and hold the Borough harmless against any liability which may arise by reason of any action taken by the Borough in complying with the provisions of this Article, provided the Borough gives the P.B.A. timely notice in writing of any claim, demand, suit or other form of liability arising out of the implementation of this Article. This indemnification shall include all legal costs.

ARTICLE XXXVI

SEPARABILITY

In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

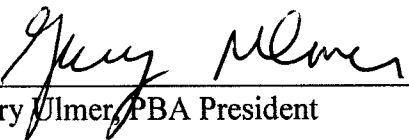
ARTICLE XXXVII

DURATION


This Agreement shall become effective as of January 1, 2015 and shall terminate on December 31, 2018 and shall continue in full force and effect until a successor Agreement is signed.

**FOR THE P.B.A.
BOUND BROOK LOCAL #380**

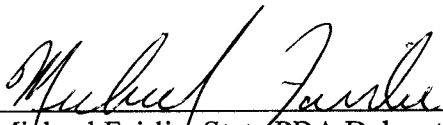
**FOR THE BOROUGH OF
BOUND BROOK**



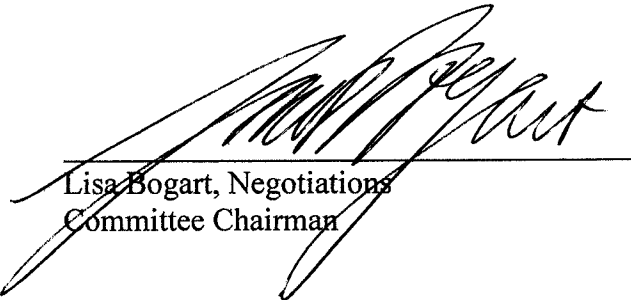
Gary Ulmer, PBA President



Mayor Mark Hasting



Michael Fairlie, State PBA Delegate



Lisa Bogart, Negotiations
Committee Chairman

Dated: 10/3/14

Dated: 10/3/14

SCHEDULE A

The following base salaries shall be paid for the respective following year to employees hired prior to 1/1/2010: (1.5% plus \$1,000 increment)

| <u>POSITION</u> | <u>2015</u> |
|---|--------------------|
| Sergeant A (Colombaroni) | \$117,253 |
| Sergeant (8 hr.) | \$111,765 |
| Sergeant | \$114,208 |
| Detective | \$107,505 |
| Patrolman, after completion of the probationary period and four (4) years (A) Babula | \$108,526 |
| SRO Officer A (Munoz) | \$106,271 |
| SRO Officer | \$103,226 |
| Patrolman, after completion of the probationary period and four (4) years | \$105,481 |

SCHEDULE B

The following base salaries shall be paid for the respective following year to employees hired prior to 1/1/2010: (1.5% plus \$1,000 increment)

| <u>POSITION</u> | <u>2016</u> |
|--|--------------------|
| Sergeant A (Colombaroni) | \$119,012 |
| Sergeant (8 hr.) | \$114,456 |
| Sergeant | \$116,936 |
| Detective | \$110,133 |
| Patrolman, after completion of the probationary period and four (4) years (A) Babula | \$110,154 |
| SRO Officer A (Munoz) | \$107,865 |
| SRO Officer | \$105,789 |
| Patrolman, after completion of the probationary period and four (4) years | \$108,078 |

SCHEDULE C

The following base salaries shall be paid for the respective following year to employees hired prior to 1/1/2010: (1.50% plus \$1,000 increment)

| <u>POSITION</u> | <u>2017</u> |
|--|--------------------|
| Sergeant A (Colombaroni) | \$120,797 |
| Sergeant (8 hr.) | \$117,188 |
| Sergeant | \$119,705 |
| Detective | \$112,800 |
| Patrolman, after completion of the probationary period and four (4) years (A) Babula | \$110,714 |
| SRO Officer A (Munoz) | \$109,483 |
| SRO Officer | \$108,391 |
| Patrolman, after completion of the probationary period and four (4) years | \$111,806 |

SCHEDULE D

The following base salaries shall be paid for the respective following year to employees hired prior to 1/1/2010: (1.5 plus \$1,000% increment)

| <u>POSITION</u> | <u>2018</u> |
|---|--------------------|
| Sergeant A (Colombaroni) | \$122,609 |
| Sergeant (8 hr.) | \$119,961 |
| Sergeant | \$122,516 |
| Detective | \$115,507 |
| Patrolman, after completion of the probationary period and four (4) years (A) Babula | \$113,390 |
| SRO Officer A (Munoz) | \$111,125 |
| SRO Officer | \$111,032 |
| Patrolman, after completion of the probationary period and four (4) years | \$113,483 |

SCHEDULE E

The following base salaries shall be paid for the respective following year to employees hired after 1/1/2010 and prior to 1/1/2015: (1.5% plus \$1,000 at top five positions% increment)

| <u>POSITION</u> | <u>2015</u> |
|--|-------------|
| Sergeant | \$114,208 |
| Sergeant (8 hr.) | \$111,765 |
| Detective | \$107,505 |
| SRO Officer | \$103,227 |
| Patrolman, after completion of the probationary period and Eight (8) years | \$105,481 |
| Patrolman, after completion of the probationary period and Seven (7) years | \$99,828 |
| Patrolman, after completion of the probationary period and six (6) years | \$94,176 |
| Patrolman, after completion of the probationary period and five (5) years | \$86,421 |
| Patrolman, after completion of the probationary period and four (4) years | \$76,373 |
| Patrolman, after completion of the probationary period and three (3) years | \$68,843 |
| Patrolman, after completion of the probationary period and two (2) years | \$61,314 |
| Patrolman, after completion of the probationary period and one (1) year | \$53,783 |
| Patrolman, during one (1) year probationary period | \$46,254 |

SCHEDULE F

The following base salaries shall be paid for the respective following year to employees hired after 1/1/2010 and prior to 1/1/2015: (1.5% plus \$1,000 at top five positions% increment)

| <u>POSITION</u> | <u>2016</u> |
|--|--------------------|
| Sergeant | \$116,936 |
| Sergeant (8 hr.) | \$114,456 |
| Detective | \$110,133 |
| SRO Officer | \$105,790 |
| Patrolman, after completion of the probationary period and Eight (8) years | \$108,078 |
| Patrolman, after completion of the probationary period and Seven (7) years | \$101,127 |
| Patrolman, after completion of the probationary period and six (6) years | \$94,176 |
| Patrolman, after completion of the probationary period and five (5) years | \$86,421 |
| Patrolman, after completion of the probationary period and four (4) years | \$76,373 |
| Patrolman, after completion of the probationary period and three (3) years | \$68,843 |
| Patrolman, after completion of the probationary period and two (2) years | \$61,314 |
| Patrolman, after completion of the probationary period and one (1) year | \$53,783 |
| Patrolman, during one (1) year probationary period | \$46,254 |

SCHEDULE G

The following base salaries shall be paid for the respective following year to employees hired after 1/1/2010 and prior to 1/1/2015: (1.5% plus \$1,000 at top five positions% increment)

| <u>POSITION</u> | <u>2017</u> |
|--|--------------------|
| Sergeant | \$119,705 |
| Sergeant (8 hr.) | \$117,188 |
| Detective | \$112,800 |
| SRO Officer | \$108,392 |
| Patrolman, after completion of the probationary period and Eight (8) years | \$110,714 |
| Patrolman, after completion of the probationary period and Seven (7) years | \$102,445 |
| Patrolman, after completion of the probationary period and six (6) years | \$94,176 |
| Patrolman, after completion of the probationary period and five (5) years | \$86,421 |
| Patrolman, after completion of the probationary period and four (4) years | \$76,373 |
| Patrolman, after completion of the probationary period and three (3) years | \$68,843 |
| Patrolman, after completion of the probationary period and two (2) years | \$61,314 |
| Patrolman, after completion of the probationary period and one (1) year | \$53,783 |
| Patrolman, during one (1) year probationary period | \$46,254 |

SCHEDULE H

The following base salaries shall be paid for the respective following year to employees hired after 1/1/2010 and prior to 1/1/2015: (1.5% plus \$1,000 at top five positions% increment)

| <u>POSITION</u> | <u>2018</u> |
|--|-------------|
| Sergeant | \$122,516 |
| Sergeant (8 hr.) | \$119,961 |
| Detective | \$115,507 |
| SRO Officer | \$111,033 |
| Patrolman, after completion of the probationary period and Eight (8) years | \$113,390 |
| Patrolman, after completion of the probationary period and Seven (7) years | \$103,783 |
| Patrolman, after completion of the probationary period and six (6) years | \$94,176 |
| Patrolman, after completion of the probationary period and five (5) years | \$86,421 |
| Patrolman, after completion of the probationary period and four (4) years | \$76,373 |
| Patrolman, after completion of the probationary period and three (3) years | \$68,843 |
| Patrolman, after completion of the probationary period and two (2) years | \$61,314 |
| Patrolman, after completion of the probationary period and one (1) year | \$53,783 |
| Patrolman, during one (1) year probationary period | \$46,254 |

SCHEDULE I

The following base salaries shall be paid for the respective following year to employees hired after 1/1/2015.

| <u>POSITION</u> | <u>2015-2018</u> |
|--|------------------|
| Sergeant, after completion of 3 years as Sergeant | \$99,000 |
| Sergeant 1 and 8 hr. Sergeant | \$95,000 |
| Detective | \$92,000 |
| Patrolman, after completion of the probationary period and Eleven (11) years | \$90,000 |
| Patrolman, after completion of the probationary period and Ten (10) years | \$86,000 |
| Patrolman, after completion of the probationary period and Nine (9) years | \$82,000 |
| Patrolman, after completion of the probationary period and Eight (8) years | \$78,000 |
| Patrolman, after completion of the probationary period and Seven (7) years | \$74,000 |
| Patrolman, after completion of the probationary period and six (6) years | \$70,000 |
| Patrolman, after completion of the probationary period and five (5) years | \$66,000 |
| Patrolman, after completion of the probationary period and four (4) years | \$62,000 |
| Patrolman, after completion of the probationary period and three (3) years | \$58,000 |
| Patrolman, after completion of the probationary period and two (2) years | \$54,000 |
| Patrolman, after completion of the probationary period and one (1) year | \$50,000 |
| Patrolman, during one (1) year probationary period | \$46,000 |

EXHIBIT "A"

**EMPLOYEE
BILL OF RIGHTS**

EMPLOYEE BILL OF RIGHTS

The wide ranging powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

Section A - The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty. If it is required that the employee report to headquarters on his off-duty hours, the employee shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he was remiss in his/her duties or found guilty of a preferred charge.

Section B - The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the employee of the nature of the investigation. If the employee is to be questioned as a witness only, he/she shall be so informed at the initial contact.

Section C - The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and the rest periods as are necessary.

Section D - The complete interrogation of the employee shall be recorded mechanically or by Department stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.

Section E - The employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

Section F - If an employee is under arrest or is the subject of an investigation, he shall so be advised that he is under investigation, and shall be given his rights pursuant to current decisions of the U.S. Supreme Court.

Section G - In all cases and every stage of the proceedings the Department shall afford an opportunity for the employee, if he/she so requests, to consult with counsel, consultant, and/or his PBA representative(s) before being questioned concerning any violation or complaint of any type, which may result in any action being taken against said employee.

Section H - No complaint against a law enforcement officer shall be investigated unless the complaint be duly sworn to before an official authorized to administer oaths.

EXHIBIT "B"

CRITICAL INCIDENT

STRESS POLICY

INTRODUCTION

The implementation of this policy is in all actuality a two-fold method of dealing with Critical Incident Stress. One must not assume that all stressors can be handled simply by following the guidelines contained within. Union members must be trained on methods of recognition and the proper approach to treatments when faced with one who may be experiencing Critical Incident Stress Disorders.

CRITICAL INCIDENT STRESS PROCEDURES

WHEN SHOULD A CRITICAL INCIDENT STRESS DEBRIEFING TEAM BE CALLED?

- A.** The death of or serious injury to a fellow officer in the line of duty;
- B.** Any incident in which a fatality occurs because of an officer's actions, including but not limited to a motor vehicle accident or an officer(s) involvement in a shooting incident;
- C.** A mass casualty incident;
- D.** The sudden death of a child;
- E.** The death of a victim after prolonged rescue efforts;
- F.** An extreme high risk event;
- G.** A high visibility event which draws considerable media or public attention;
- H.** Any other event that occurs which produces significant and unusual stressors and the involved officer(s) displays symptoms of critical incident stress, either at the scene or at a later time, so long as the event occurred during the course of employment.

It is to be stressed that the physical, cognitive and emotional problems which may occur are normal reactions and they can affect almost any officer, no matter how much time he/she has on the job or what he or she has experienced previously.

If either of the first two incidents listed above occur, the union designee will ensure that one of the trained CISD Team members are called to respond to assist as soon as possible after the event, however any member of the department may of his/her own volition contact a CISD Team member with questions or CISD related problems.

The purpose of the CISD Team involvement at or in any incident will have nothing to do with fixing responsibility or blame upon any member and team members will refrain from any discussion involving such responsibility or blame. The involved officer(s) may, if he/she so desires, have a PBA representative present during any CISD discussions. All matters discussed with involved officers will be kept strictly confidential by personnel present. No notes or other records will be made of any CISD discussions and no reports or communications will be written. No discussions will be conducted with the administration of this department or any other agency regarding the incident or an officer's concerns and/or problems with it without the officer's specific permission. The only other time that confidentiality must be breached is when an involved officer expresses strong tendencies to injure himself/herself or others. However, before reporting these tendencies to the administration, the CISD Team member will discuss it with the department psychologist and abide by his/her decision as to the course of action to pursue.

UNION RESPONSIBILITIES

Although law enforcement officers involved in a shooting will be sequestered, those who have wounded or killed someone will have a Stress Unit Member remain with them until the incident investigators can conduct interviews. The union shall assign a union designee responsible for this task who shall provide aid and assistance as needed, but shall avoid discussion of the facts of the incident with personnel involved in the shooting.

ADMINISTRATIVE GUIDELINES FOR DEALING WITH OFFICERS INVOLVED IN ON-DUTY SHOOTING SITUATIONS

The goal of these guidelines is to provide information on how to constructively support an officer(s) involved in a shooting and diminish emotional trauma by doing so. Extensive field experience has shown that following these guidelines reduces the probability of long lasting emotional problems resulting from a shooting. However, these guidelines are not meant to be a rigid protocol. It is important to apply these guidelines in a flexible manner that is appropriate to the situation.

- A. At the scene: Show concern!! Give mental and physical first aid.
- B. Psychological break: Get the officer away from the body and some distance from the scene. The officer can be with a supportive peer or supervisor and return to the scene only if necessary. This break should be of a non-stimulant nature with discretionary use of drinks and caffeine.
- C. Explain to the officer what will happen administratively during the next few hours and why, so that the officer does not take the investigation as a personal attack.
- D. If the weapon is taken as evidence, replace it immediately or when appropriate (with the officer being told that it will be replaced.) This guideline can be modified depending on how aggravated the circumstances are and how stressed the officer is (very depressed, agitated, suicidal, etc.)
- E. The officer should have some recovery time before detailed interviewing. The officer should be in a secured setting, insulated from the press and curious officers.
- F. Totally isolating the officer breeds feelings of resentment and alienation. The officer can be with a supportive friend or a peer who has been through a similar experience. (To avoid legal complications, the situation should not be talked about prior to the preliminary investigation.) It is important to show concern and support to the officer during this time.

- G.** If the officer is not injured, the officer or department should contact the family, i.e., phone call or personal contact and let them know what happened before rumors, information via scanners and phone calls get to the family. If the officer is injured, a department member the family knows should pick the family up and drive them to the hospital. Make sure the family has support, i.e., call friends, chaplains, etc.
- H.** Personal concern and support for the shooter from a high ranking administrator (communicated in a face to face manner) goes a long way toward alleviating future emotional problems. The administrator does not have to comment on the situation or make any premature statements regarding legal or departmental resolutions, however can show concern and empathy for the officer who has just undergone a very stressful experience.
- I.** The officer should be given administrative leave (not suspended with pay) to deal with the emotional impact (usually three days - more or less as the situation dictates.) Some officers prefer light duty to leave. Depending on the situation and officer's reaction, it may be best to avoid the double-binding situation of the officer going back to work and facing the possibility of another critical incident before the shooting is resolved by keeping the officer off the street until the shooting is resolved, i.e., after investigation, grand jury, coroner's inquest, County Prosecutor's statement.

All personnel at the scene (including dispatchers) should be screened carefully for their reactions and given leave or the rest of the shift off as necessary.

- J.** The officer will attend a mandatory (to defuse stigma) confidential debriefing with a licensed mental health professional who is experienced with the law enforcement culture and trauma prior to returning to duty. There should be a debriefing as soon after the incident as practical. Return to duty and/or follow-up sessions should be determined by a mental health professional.

Everybody at the scene (including dispatchers) should have a debriefing with the mental health professional (which can be done in a group) within seventy-two (72) hours. The officer(s) who did the shooting may or may not want to be included in the group debriefing, as actually doing the shooting creates different emotional issues. Follow-up sessions for other personnel involved in the shooting may be appropriate.

- K.** Opportunity for family counseling (spouse, children, significant others) should be made available.
- L.** If the involved officer's phone number is published, it may be advisable to have a friend or telephone answering machine screen phone calls, as sometimes threats to the officer and family may occur.
- M.** An administrator should advise the rest of the department (or the supervisor advise the rest of the team) what happened so the officer does not get bombarded with questions and rumors are held in check. Screen for "vicarious thrill seekers."

- N.** Expedite the completion of administrative and criminal investigations and advisement of the outcome to the officer.
- O.** Consider the officer's interests in the media releases.
- P.** The option of talking to peers who have had a similar experience can be quite helpful to all personnel at the scene. Peer counselors are an asset in conducting group debriefings (in conjunction with a mental health professional) and in providing follow-up support.
- Q.** Allow a paced return to duty, i.e., the officer can ride around with another officer, work a different beat or shift, etc.

PREVENTION: Train all officers in critical incident reactions and what to expect personally, departmentally and legally.

The purpose of the CISD Team and the major concern of this department in providing its services are to assist officers who may have difficulty in coping with what they have experienced at certain highly traumatic events and to provide support and education about critical incident stress.

**HOW TO CONTACT THE CRITICAL INCIDENT STRESS DEBRIEFING TEAM
(For shootings and other stressors)**

POLICE STRESS UNIT

To assist personnel, who are involved in such incidents, several members of this agency have been trained in critical incident stress recognition and reduction.