

RED BANK P.B.A. LOCAL #39

and

BOROUGH OF RED BANK

CONTRACT FOR 1993, 1994 and 1995

TABLE OF CONTENTS

		<u>Page</u>
I	PREAMBLE	1
II	RECOGNITION	2
III	EQUAL OPPORTUNITY	2
IV	POLICE OFFICER RIGHTS	2
V	PROCEDURE FOR COLLECTIVE NEGOTIATIONS	3
VI	MAINTENANCE OF PRESENT PRACTICES	3
VII	AGENCY SHOP BILL	3
VIII	SALARIES	4
IX	LONGEVITY	4
X	SICK LEAVE	5
X(a)	SICK LEAVE	6
XI	VACATIONS	7
XII	HOURS OF WORK, OVERTIME AND COMPENSATORY TIME	8
XIII	HOLIDAYS	9
XIV	PERSONAL DAYS	9
XV	BEREAVEMENT LEAVE	10
XVI	EMERGENCY WEATHER FURLOUGHS	10
XVII	MILITARY LEAVE	10
XVIII	GRIEVANCE PROCEDURES AND ARBITRATION	11
XIX	CITIZEN COMPLAINTS AGAINST POLICE PERSONNEL	13
XX	ACCESS TO PERSONNEL FILE	15
XXI	DEPARTMENTAL MEETINGS	15
XXII	WORKING OUT OF JOB CLASSIFICATION	16
XXIII	COMPENSATION FOR LOSS OF PERSONAL PROPERTY	16
XXIV	AUTOMOBILE USE	16
XXV	BULLETIN BOARD	16
XXVI	OUTSIDE EMPLOYMENT	17
XXVII	ACCRUAL OF BENEFITS	17
XXVIII	SAVINGS CLAUSE	17
XXIX	CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME	18
XXX	PENSIONS	18
XXXI	EDUCATION	19
XXXII	IN-SERVICE TRAINING	19
XXXIII	FALSE ARREST AND LIABILITY INSURANCE	19
XXIV	CLOTHING AND MAINTENANCE	19
XXXV	DENTAL INSURANCE COVERAGE	20
XXXVI	HOSPITAL, MEDICAL INSURANCE COVERAGE	20
XXXVII	DUES DEDUCTION	21
XXXVIII	RETIRED MEMBERS	22
XXXIX	MUTUAL AID	22
XXXX	DURATION	23

I PREAMBLE

Section 1. This agreement entered into this _____ day of _____ 1993 by and between the Borough of Red Bank in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough" and P.B.A. #39, hereinafter called the "Association" or the P.B.A." or the "employee" or "employees", represents the complete and final understanding on all bargainable issues between the Borough and the Association.

II RECOGNITION

Section 1. Pursuant to the requirements contained in N.J.A.C. 119:11-3.1, including the ten-day posting period which has been completed and the Borough hereby recognizes the P.B.A. Local 39 of Red Bank as the sole and exclusive representative for collective negotiations concerning wages and other terms and conditions of employment for all Patrolmen, Detectives, Sergeants, Lieutenants and Captains employed by the Borough of Red Bank but excluding Deputy Chief and Chief and all other employees of the Police Department. Reference to male police officers shall include female police officers as well.

III EQUAL OPPORTUNITY

Section 1. The Borough and the Union agree to continue their policy of not discriminating against any employee or applicant for employment because of race, creed, color, national origin, age or sex.

IV POLICE OFFICER RIGHTS

Section 1. If a Police Officer covered by this Agreement is required to appear and respond to questions which might lead to any disciplinary charges or disciplinary proceedings, then such officer shall be given written notice of the reason for such questioning and proceeding and shall be afforded, if he or she so requests, a reasonable opportunity to contact and consult privately with a representative of the P.B.A. and his attorney before being questioned. The P.B.A. representative and his attorney may be present and participate during all questioning and all disciplinary proceeding. If an officer requests representation in a disciplinary proceeding, he or she shall have a reasonable time, not to exceed 48 hours to obtain P.B.A. representation and a lawyer.

Section 2. An officer who is the subject of a disciplinary proceeding shall be given 48 hours in advance, and exact copy of any and all written charges and statements to be used in a disciplinary hearing. And if the disciplinary proceeding is mechanically or stenographically recorded, the officer shall be given a copy of such recording or transcript if requested and paid for by the employer.

Section 3. If an officer is a suspect or the target of a criminal investigation, the procedure and requirements set forth herein shall not apply, but instead such officer shall be accorded his or her rights pursuant to Constitutional and New Jersey Supreme Court requirements, and United States Supreme Court requirements.

V PROCEDURE FOR COLLECTIVE NEGOTIATIONS

Section 1. Collective negotiations with respect to negotiable terms and conditions of employment shall be conducted by the duly authorized negotiating agents of each of the parties.

Section 2. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

VI MAINTENANCE OF PRESENT PRACTICES

Section 1. Except as otherwise provided herein, all rights, privileges and benefits which officers are presently enjoying and which are known and acknowledged by both parties as an existing practice or benefit shall be maintained and continued by the Borough during the term of this Agreement.

VII AGENCY SHOP BILL

Section 1. The Borough of Red Bank shall deduct from the salaries of employees subject to this contract annual dues, the amount of these dues are to be prescribed by the Red Bank Policeman's Benevolent Association, Local #39. In the event that an employee shall not be paid during any one or more pay periods, for any reason whatsoever, the Borough shall not be responsible for payment of the dues to the Association on his behalf.

Section 2. Any member of the Red Bank Police Department not wishing to belong to the Red Bank Policeman's Benevolent Association Local #39 shall have deducted from his wages the sum equal to eighty-five (85%) of the Association dues and which sum shall be remitted twice monthly to the association by the Borough Treasurer. Such payment shall represent a legal deduction for each affected officers wages. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 N.J.S.A. 52:14-15c, as amended.

Section 3. The PBA Treasurer shall notify, in writing the Borough Treasurer once yearly the amount of monthly dues the PBA Membership has decided, by vote, to withhold from the regular paychecks.

a. Notification, in writing, shall be submitted no later than December 1st of each year as to the amount to be deducted commencing on January 1st of the following year. Pursuant to N.J.S.A. 42:14-15 and N.J.S.A. 40A:9-17.

VIII SALARIES

The employees covered by this Agreement shall be paid the salaries set forth below for the years 1993, 1994, and 1995.

	1993	1994	1995
RANK			
CAPTAIN	\$56,175	\$59,264	\$62,524
LIEUTENANT	\$52,999	\$55,914	\$58,989
SERGEANT	\$48,684	\$51,362	\$54,187
DETECTIVE	\$46,982	\$49,566	\$52,292
PATROLMAN 1	\$45,220	\$47,708	\$50,332
PATROLMAN 2	\$38,452	\$40,566	\$42,798
PATROLMAN 3	\$34,773	\$36,685	\$38,703
PATROLMAN 4	\$30,426	\$32,100	\$33,865
PROB. PATROLMAN	\$25,980	\$27,409	\$28,917

IX LONGEVITY

Section 1. In addition to an employee's regular salary, the employee shall receive a longevity increment to be added to the employee's base salary as follows:

YEARS OF CONTINUOUS SERVICE

After 5 years	2%
10 years	3%
15 years	4%
20 years	5%
25 years	7%

Section 2. For the purpose of computing longevity, continuous years of service shall commence from the date of hire of the employee by the borough. For example, an employee hired on September 16, 1981 would have 5 years of service on September 17, 1986; therefore, longevity benefits would begin to be paid to this employee starting on September 16, 1986.

X SICK LEAVE

Section 1. All employees covered by this agreement shall be granted a sick leave with pay of (1) one working day for every month of service during the first calendar year of service, and (15) fifteen working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year.

Section 2. If any employee (who was hired and an employee of any status on or before December 30, 1992) retires then the Borough of Red Bank shall pay to the employee an accumulated sick leave not to exceed (300) three hundred days, to the employee at the daily rate when the employee retires. The Borough of Red Bank shall pay the employee for the accumulated sick days within (30) thirty days of the employee's retirement, providing that notice of retirement had been given as of January 1st of the year of retirement. If notice is not received by January 1st, the employee shall be paid for the accumulated sick time up to the balance of the current years budgeted salary in one (1) lump sum. Any unpaid sick time will be paid in the first (1st) payroll period of the following year.

Section 3. If the employee dies while still employed as a Police Officer with the Borough of Red Bank, his/her accumulated sick time will be paid to his/her beneficiary. The number of sick days to be paid shall not exceed (300) three hundred days, at the rate at his time of death.

Section 4. The (15) fifteen sick days after the first year shall be credited to each employee on January 1st of each year.

Section 5. The amount of sick leave not taken in any year shall accumulate indefinitely, from year to year. The number of sick days then can accumulate is unlimited.

X(4) Sick Leave

The following sections 1 thru 3 shall apply to all employees hired after October 1, 1993.

Section 1.(a) All such employees covered by this agreement shall be granted sick leave with pay of one, (1), working day for every month of service during the first calendar year of service and fifteen, (15), working days in every calendar year thereafter. The amount of sick leave not taken in any year shall accumulate indefinitely, from year to year. The number of sick days that can accumulate is unlimited.

Section 1.(b) For the second and third calendar years of service, all such employees shall be granted sick leave with pay of one and one-quarter, ($1\frac{1}{4}$), days for every month of service.

Section 1.(c) For the fourth calendar year and every year thereafter all such employees shall be granted fifteen, (15), sick days credited to each employee on January 1st of each year.

Section 2 For any employee hired on or after October 1, 1993 who retires shall be entitled to one half, ($\frac{1}{2}$), pay for accumulated sick days in a total amount not to exceed \$20,000.00. The Borough of Red Bank shall pay the employee for the accumulated sick days within thirty, (30) days of the employees retirement, providing that notice of the retirement had been given as of January 1st of the year of retirement. If notice is not received by January 1st, the employee shall be paid for the accumulated sick time up to the balance of the current years budgeted salary in one, (1), lump sum. Any unpaid sick time will be paid in the first payroll period of the following year.

Section 3 If the employee dies while still employed as a Police Officer with the Borough of Red Bank his/her accumulated sick time will be paid to his or her beneficiary not to exceed \$20,000.00.

XI VACATIONS

Section 1. During the term of this agreement all employees, who have satisfactorily completed probation, shall be entitled to annual paid vacation leave in accordance with the following schedule.

LENGTH OF SERVICE

VACATION ENTITLEMENT


1st thru 5th year	10 days
6th thru 10th year	15 days
11th thru 15th year	20 days
16th thru 20th year	25 days
21st thru 30th year	25 days
31st and over	30 days

Section 2. Vacation shall be scheduled and approved by the Chief or designee in accordance with the present policy and procedure regulating vacation requests. Consent for vacations shall not be unreasonably withheld.

Section 3. Vacation leave is to be credited automatically to each employee on January 1st of each year. In the event the 6th, 11th, 16th, 21st and 31st anniversary year of service falls during that particular calendar year, then five additional vacation days shall be earned for that calendar year. In the event that an employee cannot take the earned vacation time, the employee will be permitted to carry a maximum of (5) days into the next calendar year.

Section 4. In the event of death of an employee, the spouse or beneficiary of such employee shall receive the payment for the accumulated vacation leave provided for in this article.

Section 5. It is agreed that employees shall be permitted to take vacation days in one day increments.


Approved by Mrs. Watson

XII HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

Section 1. Hours of Work.

The workday shall consist of not more than eight (8) consecutive hours in a 24 hour period. The work week shall consist of five (5) consecutive 8 hour days followed by two (2) days off for a period of two (2) weeks. In the third week of each cycle, the work week shall consist of five (5) 8 hour days, followed by three (3) days off. Each workday consisting of eight (8) hours shall include two (2) fifteen minute breaks and one (1) half (1/2) hour meal period.

Section 2. Overtime.

In order to meet the demands of work, employees may be required to work in excess of their regularly scheduled hours.

Employees, except department heads and appointed officials, are entitled to overtime compensation when they work in excess of their regularly scheduled hours. Overtime may be paid or taken as compensatory time off at the discretion of the employees.

a. Overtime with Pay. Overtime shall begin after an 8 hour workday. Overtime will be paid at one-and-one half (1 1/2) times the employee's base hourly rate of pay. In computing overtime compensation, the nearest one-half (1/2) hour shall be the smallest fraction of an hour reported. The employer shall pay any employee an automatic minimum three hours of overtime pay if called out to work or court. Any additional overtime will be rounded to the half hours. The records must be kept current and made available for review by the employee during normal working hours.

b. Compensatory Time Off. Employees may be granted time off with pay in lieu of paid overtime, at employees option; the employee may take compensatory time off in lieu of cash payment. Compensatory time off shall be earned at one-and-half (1 1/2) time the actual hours worked. In computing compensatory time, the nearest one-half (1/2) hour shall be the smallest fraction of an hour reported.

c. Banked Overtime: An employee shall accumulate unlimited overtime, but may be paid for (80) eighty hours at the end of the calendar year, such payment to be at the employee's sole discretion.

d. Review of Banked Overtime. A review of banked overtime will be conducted on or about October 15th of each year. Said review will be conducted by the Chief of Police and or his designee.

←
Add: Detectives, Admin, Traffic,
watch command. will get
2 days off at end of 40 hr
week.
I need 24 hr notice.

XIII HOLIDAYS

Section 1. The following days shall be considered legal holidays during the term of this agreement and the employer shall pay each employee at eight (8) hours straight time for each holiday, or the employee may take the actual holiday off:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Christmas Day
Thanksgiving Day
Day After Thanksgiving
Election Day
Veteran's Day

Section 2. Employee's terminating their employment with the Borough of Red Bank, or having their employment with the Borough of Red Bank terminated by the Borough of Red Bank, shall be entitled to be paid for all holidays and holiday pay accrued on a pro-rata monthly basis.

XIV PERSONAL DAYS

Section 1. All employees of the Red Bank Police Department may request up to two (2) personal days per year for personal, business, household or family matters and shall be non-accumulative. Approval of said personal days by the Chief of Police or his designee shall not be unreasonably withheld.

Section 2. Application in duplicate for a personal day must be submitted at least twenty-four (24) hours in advance, except in case of unforeseen circumstances. Personal leave will not be granted if it interferes with the manpower needs of the department.

XV BEREAVEMENT LEAVE

Section 1. Members of the Police Department shall be granted three (3) working days off for death in the immediate family, which shall consist of spouse, mother, father, step-parent, father-in-law, mother-in-law, child, stepchild, foster child, grandparent, grandchild, sister, brother, or other relative of the employee residing in the employee's household.

Section 2. Members of the Police department shall be granted two, (2), working days off for the death of the following family members: aunt, uncle, nephew, niece.

Section 3. Time off for bereavement leave shall not be charged to vacation, personal or sick leave.

Section 4. If a relative not a member of the employee's family as defined in Section 1 or Section 2 above dies, then the employee will be granted one (1) day off of bereavement leave.

XVI EMERGENCY WEATHER FURLONGHS

Section 1. The governing body shall award to the members of PBA Local #39, time off with pay for any time that the Borough Employees are given time off with pay for bad weather. In that the members of the Police Department are unable to close our offices due to weather, that time will be given to them in Compensatory time.

XVII MILITARY LEAVE

Section 1. Any employee called into the Armed Forces of the United States during national emergency shall receive the protection of all applicable laws.

Section 2. Leaves requested by employees who are members of the New Jersey National Guard or a military reserve unit in order to make minimum attendance requirements, shall be governed by the applicable provisions of the New Jersey Revised Statutes.

XVIII GRIEVANCE PROCEDURES AND ARBITRATION

Section 1. Step One. The grievance shall be taken up first with the Captain in charge in an effort to resolve the matter informally at this level. The Captain shall have five days within which to try to resolve this grievance at this informal level.

Section 2. Step Two. If, as a result of the foregoing discussions in Step One, the matter is not resolved to the satisfaction of the P.B.A. or the employee affected within the five calendar days set forth in Step One (which shall be treated as an inability to resolve the grievance), any involved party may then file with the Chief of Police a written statement setting forth the nature of the grievance with the request that the Chief of Police try to resolve the same. The Chief of Police shall have five calendar days after receiving the written statement of the grievance to try to resolve the matter. The Chief of Police shall have an additional four calendar days within which time to render a written decision as to the grievance which written decision shall be mailed within the nine calendar day period to the affected employee, the association, and the Borough of Red Bank.

Section 3. Step Three.

a. If as a result of Step Two, the Chief of Police is not able to resolve the matter within nine calendar days (which includes the five days to discuss and try to resolve the matter and the four additional days to render his written decision) after receiving the written statement of the grievance with a request to try to resolve the same, or if no action or written decision is made by the Chief of Police within the nine day period or the matter is not resolved to the satisfaction of the P.B.A. or the employee affected (which shall be treated as an inability to resolve), then any party involved may submit the written grievance to the Borough Administrator.

b. The Borough Administrator shall conduct a hearing within fourteen calendar days after receiving the written statement of grievance. At this hearing the P.B.A., the employee affected, and/or the Borough can present witnesses, signed under oath certifications or affidavits, exhibits, and other reliable proof at the hearing. The employee affected, the P.B.A. and the Borough may have an attorney present to represent each of its interests at the hearing. All testimony shall be under oath and taken down by a court reporter. The court reporter shall be paid by the Borough. The Borough Administrator shall render a written decision within nineteen calendar days after receiving the written statement of grievance. The Borough Administrator shall within nineteen days of receiving the written grievance send a copy of his decision to the employee affected, the P.B.A. Local Number 39 and to the Mayor and Council. If the P.B.A., the affected employee, or the Borough of Red Bank is not satisfied with the Borough Administrators decision or the Borough Administrator does not file a written decision within nineteen days of the date of receiving the written statement of grievance, all of which shall be treated as an inability to resolve the grievance, then the employee affected, the P.B.A. or the Borough or Red Bank may submit the grievance to binding arbitration in accordance with the following Section 4.

Section 4. If the matter is not resolved by the Borough Administrator within the nineteen days as set forth in Step 3, or if no written decision or action is taken within the said time period all of which shall be treated as an inability to resolve the grievance, the agreed party, the P.B.A. or the Borough of Red Bank may, within an additional sixty days from the date of the Borough Administrator should have rendered his written decision or from the date of receipt of his written decision, may submit the grievance or any portion of the grievance to binding arbitration as follows:

a. A written request shall be made to the New Jersey Public Employment Relations Commission that the grievance has not been resolved to the satisfaction of a party and the submitting party is requesting that New Jersey Public Employment Relations Commission appoint an arbitrator. The arbitrator shall be selected pursuant to the procedures of IERC.

b. The rules and procedures of the New Jersey Public Employment Relations Commission shall be followed by the arbitrator. The arbitrator shall be limited to issues present and shall have no power to add to, subtract from or modify any of the terms of this Agreement or to establish or change any wage rate. The decision shall be binding and final. Any fees or administrative charges for arbitration shall be borne equally. Witness fees and other expenses shall be borne by the parties incurring such expenses.

Section 6. If it is expressly understood that the Borough or the Employee or Association, as the case may be, shall not waive any legal and/or equitable remedies, if any, and may resort to the courts at any time. Moreover, if questions arise regarding the violation, application or interpretation of a Statute, such questions shall be resolved by the courts.

XIX CITIZEN COMPLAINTS AGAINST POLICE PERSONNEL

Section 1. Complaints by citizens against members or employees of this department shall be processed in the following manner:

Section 2. During Normal Business Hours. Refer such complaints to the Chief of Police.

Section 3. Other Times. Notify the shift commander who will take one of the following actions.

- a. Instruct a supervisor to receive and investigate the complaint.
- b. Receive and investigate the complaint himself.

Section 4. Serious Complaints or Allegations. If in the opinion of the shift commander the incident is of sufficient gravity he shall notify the appropriate commanding officer regardless of the hour. In addition, he shall take any immediate action necessary to preserve the integrity of the department until the arrival of the commanding officer.

Section 5. Investigation of Alleged Misconduct. The member assigned the investigation of an alleged act of misconduct on the part of a member or an employee of this department shall conduct a thorough and accurate investigation. Such investigation shall include formal statements from all parties concerned when necessary and pertinent, the gathering and preservation of any physical evidence pertaining to the case, and all other information bearing on the matter.

Section 6. Reports of Investigation of Alleged Acts of Misconduct. Alleged acts of misconduct must be investigated and the results of the investigation must be reduced to a written report, entitled "Report of Investigation and Finding". The investigating member shall summarize the pertinent facts including:

- a. An abstract (summary of the complaint or alleged act of misconduct.
- b. Pertinent portions of the statements of all parties to the incident.
- c. A description of the incident, physical evidence and other important to the case.
- d. The observations and conclusions of the investigating member.

Section 7. Findings. One of the findings listed below will be included in the Report of the Investigation and Findings of an alleged act of misconduct.

Section 8. Unfounded. The investigation indicates that the act or acts complained of did not occur or failed to involve departmental personnel.

Section 9. Exonerated. Acts did occur but were justified, lawful and proper.

Section 10. Not Sustained. Investigation fails to discover sufficient evidence to clearly prove or disprove the allegations made in the complaint.

Section 11. Sustained. Investigation disclosed evidence sufficient to clearly prove the allegations made in the complaint.

Section 12. Not Involved. Investigation established that the subject of the investigation in the report of investigation and finding was not involved in the alleged incident. If the complainant is not satisfied with the outcome of the investigation, they may request an informal hearing before the Police Committee. Upon reasonable notice to the police officer and to the complaining witness, the Police Committee shall commence an informal hearing to determine whether probable cause exists to suspend or discipline said police officer. Due notice of the time and place of said hearing shall be provided to the complaining witness, and if said witness fails or neglects to appear or otherwise fails to be present without good cause, the issue may be decided upon the basis of the evidence available. The notice of the hearing shall inform the police officer and the complaining witness of their respective rights to be represented by counsel and to present such evidence and witnesses as they may desire. In the event probable cause exists, the Police Committee shall certify said finding forthwith to the Mayor and Council for formal hearing in accordance with N.J. Statute 40A:14-147 to 150, and shall furnish a copy of said certification to the police officer and the complaining witness. In the event probable cause is not found to exist, the Police Committee shall certify said finding forthwith to the Mayor and Council and shall furnish copies of said certification to the Police Officer and the complaining witness. In the event probable cause is not found to exist, the complaining witnesses may petition the Mayor and Council for further review of said findings by filing a written statement of reasons with the Mayor and Council within 20 days of the receipt of said certification. The Mayor and Council shall review the entire record in determining whether review will be granted. In the event that review is granted the Mayor and Council shall conduct a formal hearing in accordance with N.J. Statute 40A:14 to 150. Where review is denied, the complaining witness and the police officer shall be so notified.

XX ACCESS TO PERSONNEL FILE

Section 1. The Borough of Red Bank agrees to permit each officer a reasonable opportunity for full inspection and examination without restriction of his personnel file any time between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, subject to the Police Chief or his Designee being present. The inspection shall take place in a private place provided by the Borough and the officer may, at his option, have a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings or information contained in his personnel file, the cost of copying to be borne by the employee.

XXI DEPARTMENTAL MEETINGS

Section 1. Employees will attend a maximum of one departmental meeting a year. These meetings are not to exceed (8) hours. The employees will be compensated for overtime pursuant to the terms of this contract.

Section 2. No meetings will be held on legal holidays or on the day before and the day after said holiday.

Section 3. No employee will be required to attend departmental meetings if said employee is on vacation, holiday or sick time off.

Section 4. No employee may be required to perform any work function during meetings if said employee is off duty.

Section 5. The meeting will be held between the hours of 0800 and 2100 hours.

Section 6. There will be a minimum of seventy-two (72) hours notice of a meeting, prior to that meeting.

XXII WORKING OUT OF JOB CLASSIFICATION

Section 1. Any employee who is required to accept the responsibility and to carry out the duties of a position or rank above that which he normally holds and is classified for, shall be paid at the rate of that superior position or rank while performing the duties of same. The said employee assigned temporarily to a superior position or rank must work for an entire 8 hour shift in that capacity to receive compensation at the rate of the superior position or rank.

XXIII COMPENSATION FOR LOSS OF PERSONAL PROPERTY

Section 1. If an employee of the Police Department while in the performance of his duties sustains the loss or damage of personal property such as watch, necklace, bracelet, eyeglasses, contact lenses or clothing. The Chief of Police shall authorize replacement or payment subject to the incident.

XXIV AUTOMOBILE USE

Section 1. Employees who use their own cars for travel authorized and scheduled by the Chief, shall be compensated for mileage at the rate of \$.210 per mile, or such additional amount as may be set in the future by the Internal Revenue Service, and for all necessary tolls and parking fees.

All distances will be computed from Headquarters.

XXV BULLETIN BOARD

Section 1. The Borough will provide a bulletin board in the squad room of police headquarters for the use of the Union in posting notices concerning Union business and activities. All such notices shall be posted only upon the authority of the President of P.B.A. Local 39, and no defamatory or derogatory material shall be posted.

XXVI OUTSIDE EMPLOYMENT

Section 1. Employees shall consider their employment with the Borough as their primary occupation. Any outside employment must not interfere with an employee's performance of duties for the Borough.

Section 2. All outside and job-connected assignments (for example, construction, parades and sports events) shall first be authorized through the Records Bureau Officer who will place such work in the extra duty ledger. Authorization shall not be unreasonably withheld.

Section 3. Employees can sign up for two (2) days work, and then after waiting 48 hours, the employee may sign up again.

Section 4. The employee shall submit to the extra duty employer or foreman, a copy of the P.B.A. pay scale guideline, which will change from year to year.

XXVII ACCRUAL OF BENEFITS

Section 1. Employees who retire or resign, shall be paid accumulated vacation days, personal days, sick days, and holiday benefits on the last day of employment, pro-rated to the date of termination. This pro-rated payment will be in addition to, and exclusive of, any other earnings due the employee on the date of termination. The above listed days and benefits are calculated in recognition of the regular work week established pursuant to the terms herein set forth in this Agreement at the employees straight rate of pay. The employee must give the Borough two (2) weeks notice prior to termination. In the event that termination of the employee's service is instituted by the Borough, the two (2) week rule will not apply.

XXVIII SAVINGS CLAUSE

Section 1. It is understood and agreed that if any provisions of this agreement or the application of this Agreement to any person or circumstances shall be held invalid, by a Judge, Administrative Law Judge, or PERC, then the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any such provisions are so invalid, the Borough and the P.B.A. shall meet, forthwith, for the purpose of negotiating changes made necessary by the application of the law.

Wesley Bono - Indio

XXXI EDUCATION

Section 1. The Borough shall continue to maintain and administer its present program of tuition reimbursement for all employees covered by this Agreement.

XXXII IN-SERVICE TRAINING

Section 1. The cost of all police training courses and seminars authorized by the Chief of Police shall be borne by the Borough, and seniority shall be a factor in the selection of employees for in service training, seminars and work shops.

XXXIII FALSE ARREST AND LIABILITY INSURANCE

Section 1. The Borough shall continue to provide and pay for False Arrest and Liability Insurance for employees covered by this Agreement in accordance with the present coverage in effect. Additionally, the Borough shall indemnify any association member in reference to any monetary damages awarded against any employee which action arises out of or incidental to the employee's work.

Section 2. The Borough of Red Bank shall pay any and all reasonable attorney's fees for all employees involved in any civil, criminal, or disciplinary action which arises out of or is incidental to the employee's work. The employee shall have the absolute right to choose an attorney of his or her choice.

XXXIV CLOTHING AND MAINTENANCE

Section 1. The Borough of Red Bank shall provide the financing necessary to maintain issued uniforms at a rate of \$16.80 per week totaling \$873.60 for uniform officers and detectives for the year of 1993, 1994, and 1995.

Section 2. Detectives, who do not wear uniforms and do not have them issued to them shall be given \$800.00 for the purchase of clothing suitable for duty for the year 1993, 1994, and 1995. The clothing allowance for Detectives in this section shall be paid of June 1st for the years 1993, 1994, and 1995.

Section 3. During the term of this agreement the employer shall maintain this present practice of supplying uniforms to the officers as may be required.

XXXV DENTAL INSURANCE COVERAGE

Section 1. The present practice of the dental health insurance coverage provided by the Borough of Red Bank shall continue in force.

Section 2. If an employee shall die while employed by the Borough of Red Bank before the age of 70 years then the Borough of Red Bank shall provide health care insurance including hospital, medical and dental insurance (all three of which are now being provided to active employees) for the employee's spouse and for his children under the age of 19, or a full time student under the age of 25. This benefit shall be paid for by the Borough and shall be available until the spouse has dental health insurance coverage available from another source including but not limited to another employer or another spouse. The spouse is obligated to notify the Borough in writing promptly when another dental insurance coverage is available, failure to so notify may result in a loss of benefits.

XXXVI HOSPITAL, MEDICAL INSURANCE COVERAGE

Section 1. The present practice of health insurance coverage provided by the Borough of Red Bank shall continue in force.

Section 2. If an employee shall die while employed by the Borough of Red Bank before the age of 70 years then the Borough of Red Bank shall provide health care insurance including hospital, medical and dental insurance (all three of which are now being provided to active employees) for the employee's spouse and for his children under the age of 19 or a full time student under the age of 25. This benefit shall be paid for by the Borough and shall be available until the spouse has health insurance coverage available from another source including but not limited to another employer or another spouse. The spouse is obligated to notify the Borough in writing promptly when other health insurance is available, failure to so notify may result in the loss of benefits.

XXXVII DUES DEDUCTION

Section 1. The Borough shall withhold from the employee's paycheck twice monthly, an amount of money to be forwarded to the PBA Treasurer. Such deductions shall be known as "PBA Membership Dues Deductions."

a. Each employee who desires to have deductions made shall submit a written request to the Borough Treasurer indicating such desire to have the deductions made automatically.

b. Such request shall be maintained by the Borough Treasurer until such time as the employee indicates in writing, to alter such request. The employee in no event shall submit such request for alteration more than one yearly.

c. Such request form shall be of such design and format as the Borough Treasurer may deem proper and correct.

d. The Borough shall not require employees to submit written requests more than once yearly with the Borough Treasurer; further, the Borough shall not require weekly, monthly, or other time period submission of the written request if such employee has no desire to alter the request.

Section 2. The PBA Treasurer shall notify, in writing the Borough Treasurer once yearly the amount of monthly dues the PBA Membership has decided, by vote to withhold from the regular paychecks.

a. Notification, in writing, shall be submitted no later than December 1st of each year as to the amount to be deducted commencing on January 1st of the following year. Pursuant to N.J.S.A. 42:14-15 and N.J.S.A. 40A:9-17.

XXXVIII RETIRED MEMBERS

Section 1. Employees of the Red Bank Police Department, their spouse and his children under the age of 19 or a full time student under the age of 25, upon retirement shall have maintained their hospitalization, medical and dental insurance coverage currently enforced at the time of retirement and such coverage shall be maintained at the cost to the Borough for life, however, this insurance coverage shall terminate when the retired employee has health insurance coverage available from another source including, but not limited to the retired employee's spouse or another employer. The retired employee is obligated to notify the Borough in writing promptly when other health insurance coverage is available, failure to so notify may result in the loss of benefits.

XXXIX MUTUAL AID

Section 1. Employees while rendering aid outside of their jurisdiction shall be fully covered by workmen's compensation and liability insurance and pension as provided by the state law.

XXXX DURATION

Section 1. This agreement shall be in effect as of January 1, 1993 up to and including December 31, 1995.

Section 2. In the event no new agreement is reached prior to the expiration of this agreement, then this agreement shall remain in full force and effect until a new agreement is executed.

Section 3. Any new agreement for the years 1996, 1997, etc. shall be retroactively applied to January 1, 1996.

Section 4. It is agreed by the parties that negotiations shall begin not later than 90 days prior the expiration date of this agreement which means that negotiation shall begin on or before October 1, 1995.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives do hereby consent and agree to the terms setforth in this contract and set their hand and seal this day of

BOROUGH OF RED BANK P.B.A.
LOCAL NUMBER 39

BOROUGH OF RED BANK

Thomas N. Nuccio, President

Mayor Edward McKenna

ATTEST:

ATTEST:

Kenneth Smith, Delegate

Sally Levine
Borough Administrator