

Contract no. 863

BOROUGH OF SHREWSBURY
SYCAMORE AVENUE & BROAD STREET
BOX 244

AGREEMENT
BETWEEN

THE SHREWSBURY BOROUGH COMMITTEE
AFFILIATE OF P.B.A. LOCAL # 308
AND THE
BOROUGH OF SHREWSBURY

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
DEC 10 1993
RUTGERS UNIVERSITY

EFFECTIVE:.....JANUARY 1, 1993 through DECEMBER 31, 1994

PREAMBLE

This agreement made this 27th day of July 1993, by and between the Borough of Shrewsbury, Monmouth County, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough" and the Shrewsbury Borough Police Association, Affiliate of P.B.A. Local 308, hereinafter referred to as the "Association", represents the complete and final understanding of all bargainable issues between the Borough and the Association.

ARTICLE I

RECOGNITION

A. The Borough recognizes the Association for the purpose of collective negotiations as the exclusive representative of all probationary and regular full time police officers of the Police Department of Shrewsbury Borough with the exception of the office of Chief of Police.

B. This agreement shall be binding upon the parties hereto and shall remain in full force and effect until a successor agreement is finalized.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining with respect to rates of pay, hours of work or other terms and conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties. The duly authorized bargaining agents shall consist of the Chairman and members of the Police Negotiating Committee and the President of the Association or his designee. Unless a majority of the members of both committees are present, no meeting shall take place.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party. The parties, when scheduling such meetings shall insure adequate road coverage during these sessions.

C. Not more than two (2) employees of the Borough who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments at any one time.

ARTICLE III

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

A. GRIEVANCE COMMITTEE

The Borough shall permit members of the Association Grievance Committee, consisting of two (2) patrolman and one (1) Superior officer to conduct the business of the Committee, and the said Superior Officer shall be the rank of Sergeant, Lieutenant, or Captain, which business consists of conferring with employees and management of specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

B. NEGOTIATION COMMITTEE

The Borough shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such committee at any one time shall be permitted to attend such meetings without loss of pay.

ARTICLE V
DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Borough nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin political affiliation or rank within the Department.

ARTICLE IV

Management Rights

A. It is understood that the Employer possesses the sole and exclusive right to conduct the business of the Borough, and, except as specifically and lawfully modified by this Agreement, to manage and direct the affairs of the Police Department, and to fulfill its lawful obligations.

B. It is further understood and agreed that all powers, rights, authority, duties and responsibilities conferred upon and vested in the Employer prior to the signing of this Agreement are retained by the Employer, including, but not limited to, the power, authority and right to:

1. Direct, supervise, and otherwise manage the employees to maximize efficiency, and to take all reasonable steps to improve productivity of the Police department;
2. Hire, promote, transfer and assign;
3. Suspend, demote, discharge, or take other necessary disciplinary actions, for just cause;
4. Relieve employees from duty because of lack of work or for other legitimate reasons;
5. Determine the work to be performed within the unit of employees covered by this Agreement;
6. Make reasonable rules and regulations and make modifications of existing rules and regulations, it is being understood and agreed that upon timely demand by the Association any new or changed work rules which are proper subjects of negotiation shall be negotiated with the Association in advance of implementation.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Borough, the adoption of policies, rules, regulation and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms are lawful.

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ARTICLE VI

SICK LEAVE

A. Sick leave is defined as any authorized absence from duty with full pay because of illness or accident to himself not arising out of an employee's course of employment. Sick leave may also be used by an employee in cases of the following:

1. Illness in his immediate family which requires his attendance upon or in place of the ill member.
2. Attendance at a hospital by reason of an illness of any member of the employee's immediate family.
3. Discovery of a contagious disease in the employee's house hold resulting in quarantine upon the advise of an attending physician or Public Health official.

B. Permanent full-time employees on an annual salary shall be granted sick leave as herein before defined, with pay to which eligible, according to the following schedule:

1. During the first calendar year of employment , one (1) working day for each full month of service.
2. Thereafter, fifteen (15) days for each calendar year of service.
3. At the discretion of the Mayor and Council, sick leave may be extended for a longer period of time for a member, but shall not exceed the limits allowed by the State Statutes.
4. If any such employee uses none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed (not to exceed one hundred eighty (180) days). Unused sick leave in an amount not to exceed one hundred ten (110) days may be taken at full pay during the period immediately prior to retirement without meeting the requirement of Section C. of this Article. Effective January 1,1989, an employee shall provide six (6) months notice of the date of intended retirement to be eligible to receive the one hundred ten (110) days.(CONTINUED)

Absent such timely notice, the employee may receive only a maximum of sixty (60) days of such terminal leave. Employees choosing not to take such terminal leave may obtain a lump sum payment for up to one hundred ten (110) days of accumulated sick leave upon retirement.

5. Personnel will be at home during illness during the tour of duty he is absent from, except for physician visitation.

6. An employee shall be entitled to divide the permitted 110 day accumulated sick leave benefit between terminal leave and lump sum payment upon retirement, provided notice thereof shall be given at least 6 months prior to the date of intended retirement.

7. Upon termination of an employee with 10 or more years of service for other than retirement or disciplinary reasons, the employee shall be entitled to receive payment for not more than 60 days of accumulated sick days.

C. The Police Chairman or the Police Chief may require a certificate from a licensed physician as proof of illness in any case wherein the time requested exceeds three (3) working days. An employee must promptly notify the Chief of Police or the Captain or the shift Sergeant or, in their absence, the Police Chairman, of his intended absence from work under this section. Notification shall be made before the employee's usual starting time, except in such case where, because of the emergent nature of the illness, notification cannot be made as herein set forth.

ARTICLE VII

INJURY LEAVE

A. An employee, upon receipt of his salary, shall assign to the employer all of the temporary compensation benefits as defined in the workmens compensation benefits statutes o which he is entitled as a condition of receipt of his full salary during any such injury. This shall continue during the term and period of temporary compensation benefits as authorized by Workman's Compensation Statutes of the state of New Jersey. However, any permanent or partial-permanent award made to said employee by any Workman's Compensation Court or any other Court of competent jurisdiction, shall be and remain the property of the said employee and shall not be reimbursed to the employer.

1. An Association member shall, as soon as practicable, after a physical injury has occurred, file a Workman's Compensation Petition.

2. The provisions herein recited in the event of a physical injury to a member of the Association shall not exceed the term or period of one (1) year from the onset of said physical injury. The time wherein said member of the Association is not permitted or is unable by reason of certification by Borough Physician to perform such duties as shall be directed by the Chief of Police, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said Association member.

3. The Borough retains the right in it's discretion to extend the period of payment referred to in all of the sections herein before recited, due to illness or injury, beyond the term of one (1) year if permitted by law.

4. In the event a disagreement arises with respect to the existence of extent of a job-connected disability, such issue shall be determined by a physician agreed to by both parties to this Agreement.

ARTICLE VIII

WORKING HOURS AND OVERTIME

A. Working Hours

1. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee services continuously throughout the seven (7) day calendar week. The standard work week shall consist of forty (40) hours of work and not less than eight (8) consecutive hours of work falling within a twenty-four (24) hour period. The standard work day shall be an eight (8) consecutive hour tour of duty.

2. The work week shall consist of forty (40) hours on a shift basis on a schedule to be approved by the Chief of Police or his designee, and a majority of the Police department and not to consist of more than two thousand eighty (2080) hours per calendar year.

3. When it shall become necessary to make a change in the agreed scheduling in order to maintain departmental efficiency, then the officer whose shift has been changed will be advised by a Superior officer of said change.

4. a. Work Schedule: The Chief of Police, Police Commissioner, or other individual in charge of scheduling, shall by the 15th of January of each calendar year, post in Police Headquarters, in a place where notices to Officers and Patrolmen are normally posted, the Work Schedule of all Officers and Patrolmen for that calendar year. The vacation list will be posted January 15th of each calendar year and approved by the Chief or his designee by March 31st of each calendar year.

b. Work Hours:

(1). Patrolmen, Officers and other police employees shall not be required to work three different work shifts during any forty (40) hour work period. Failure to obey an order to work three different shifts within a forty (40) hour work week shall not constitute insubordination or conduct unbecoming an Officer, unless an emergency situation exists, requiring the working of three different shifts during any forty (40) work hours week due to said emergency situation.(CONTINUED)

(2). Officers shall be permitted the right to change shifts with other officers, provided that the police protection afforded the Borough is the same as if a shift change between officers had not occurred and the officer in charge is notified of said shift change.

(3). Sergeants and Patrolman may trade shifts duty if, and only if, the total number of shifts covered by non-superior officers shall not increase.

B. OVERTIME

1. Time worked in excess of eight (8) hours per day or forty (40) hours per week shall be known as " overtime ". Members entitled to overtime pay shall be compensated monthly for such overtime at their respective, then current, hourly rate, at time and one-half (1 1/2) provided that such overtime is properly submitted by borough voucher and has been duly approved by the Chief of Police or his designee.

The parties recognize that to maintain the current work schedule, which provides both service to the Town and ensures the employee of getting his proper amount of time-off, an occasional sixth (6th) working day must be included in each employee's work week. the parties recognize that such a sixth eight (8) hour day shall not be at the overtime rate, that the employee shall have only four (4) days on his next work cycle and that the occasional sixth day requirement shall be equitably distributed among all eligible employees. The parties recognize that if the imposition of a sixth working day causes an employee to work in excess of one hundred twenty-eight (128) hours during a twenty-one (21) day work period all hours thereafter shall be at the overtime rate.

2. Whenever a member of the Department as part of his duties shall be required to appear before any grand Jury or any Municipal, County, Superior or Supreme Court proceedings, except in a civil action, the time of assignment to said Court shall be considered on duty time. When such appearance occurs during such member's assigned hours, he shall suffer no loss in compensation for such appearance. When such appearance occurs outside his assigned duty hours, he shall receive additional compensation at a rate equal to said member's then current hourly rate at time and one-half.(CONTINUED)

In the event an officer is called in for duty on a day off, or is called in to duty after the officer has left the Borough premises, he shall be paid a minimum of two (2) hours pay at time and one-half regardless of the actual hours worked. This Article shall apply to County and Municipal Courts. (Two (2) hour minimum beginning January 1, 1980.)

3. All regular members of the Department shall continue to have the option to accumulate and retain authorized overtime which may then be used as needed to obtain time off. Commencing in 1986, this shall be on a time and one-half off for time worked basis. This can be taken either as individual or discretionary days or in blocks of days up to and including five (5) days. These days may be used in conjunction with normal days off or regular vacation time. Requests for time off under this Section shall be submitted to and approved by the Chief of Police or his designee as per established departmental procedures may dictate. However, denials of requests shall only be made under emergency conditions.

Officers may elect to be paid for those days or blocks of days accumulated at time and one-half of their then normal hourly rate of pay by submitting a request to the Chief of Police or his designee. However, request for payment must be submitted in the same calendar year as the time was accumulated in. Any accumulated overtime remaining on December 31st of each year shall be paid by the Borough at the regular rate of pay and not carried into the next year, with the exception of sixteen (16) hours of accumulated overtime which may be carried forward.

C.

1. The Association agrees to cooperate with the Borough to successfully promote Police Week in the furtherance of good community relations.

2. The Association in continuation of promoting good community relations will have all those men who are not working the day shift and except those who are coming off of the midnight shift, participate in the Memorial Day services at Patriot Isle.

ARTICLE IX

VACATIONS & PERSONAL DAYS

A. Annual vacation leave with pay shall be earned and computed as of the anniversary date of the employee's appointment.

B. Each member of the Association who has had the time of continuous employment recited in the table following, shall be entitled to the working time shown as a vacation with pay at his or her regular rate of pay:

| <u>YEARS OF SERVICE</u> | <u>WORKING DAYS VACATION</u> |
|---|------------------------------|
| After six (6) consecutive months during probationary year..... | Five (5) |
| After one (1) year and through seven (7) years..... | Ten (10) |
| After seven (7) and through fourteen (14) years..... | Fifteen (15) |
| After fourteen (14) and through twenty one (21) years..... | Twenty (20) |
| After twenty one (21) years and through twenty five (25) years..... | Twenty five (25) |
| After twenty five (25) years..... | Thirty (30) |

C. With the exception of the first annual anniversary date, vacations may be scheduled at any time within the calendar year of an annual anniversary date; that is, the vacation may be deferred until the actual anniversary date. Vacations shall be taken within the year of entitlement except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year but not consecutively with the vacation to which entitled for the second anniversary. (CONTINUED)

D. In order not to hamper proper and efficient police operations, both parties agree that the vacation schedule shall be approved by the Chief of Police or his designee. However, nothing contained in this Article shall restrict any two Sergeants or any other two superior officers from being on vacation at the same time but the selection of vacation time shall be based on seniority. Vacation days may be taken individually by any member providing it does not hinder departmental efficiency.

E. Every member of this Association shall be entitled to (4) personal days per year for the conducting of personal business or other personally related affairs, [These days to be known as personal days] at full pay upon five (5) days notice, in writing, to the Chief of Police or his designee, and shall only be denied due to the existence of an emergency condition. Said personal days shall be non-cumulative.

When necessary, personal days may be requested and taken with less than five (5) days notice where no overtime would be incurred.

ARTICLE X

DEATH IN FAMILY

A. Permanent employees shall be granted time off without loss of regular straight-time pay, or sick leave, not to exceed three (3) days concluding with the day after the funeral, in the event of a death in his family. Notice of such absence shall be given to the superior officer as soon as possible, preferably before the employee's starting time for the first day of the intended absence. For the purposes of definition of this Section, "family" shall consist of father, mother, spouse, children, brothers, sisters, grandparents, grandchildren and mother-in-law and father-in-law.

An employee may also utilize up to three (3) days of sick leave if additional time off is needed because of bereavement.

ARTICLE XI

HOLIDAYS

A. Additional pay shall be given to all regular members upon completion of one (1) year of service, as recognition of fourteen (14) holidays. Such pay shall be in the form of " Holiday Pay " and shall be computed utilizing the members projected daily salary rate as of December 1 of the current year. Eligibility will be determined in the following manner:

1. After the first 12 months and prior to December 31 of the current calendar year, an employee shall be entitled to compensation for the number of recognized Holidays remaining in the calendar year.

2. Each year thereafter, an employee shall be entitled to the entire Holiday list.

B. Should the Borough Council because of a special holiday proclaimed by the President of the United States or the Governor of the State of New Jersey or the Borough Council close the Borough Offices, thereby giving time off to personal employed there, the employees covered by this Agreement shall receive additional holiday pay for those days.

C. Such payments shall be included in and considered part of the member's basic salary each year, for the purpose of computing taxes and payments into any retirement system, and shall be made in the same manner as is prescribed by the Mayor and Council for the payment of regular police salaries

D. "Holidays" are the following;

- | | |
|------------------------------|----------------------|
| (1) Dr. M.L. King's Birthday | (8) Columbus Day |
| (2) Lincoln's Birthday | (9) Veterans Day |
| (3) Washington's Birthday | (10) Thanksgiving |
| (4) Good Friday | (11) Christmas |
| (5) Memorial Day | (12) New Years Day |
| (6) Independence Day | (13) Employee's Bday |
| (7) Labor Day | (14) Easter Sunday |

IX. ARTICLE XII

LONGEVITY

A. All regular members, upon completion of each five (5) years up to twenty six (26) years of honorable service shall receive longevity in addition to his/her normal base salary as recognition of years of service and resultant added value to the Borough.

The following formula shall be used in computing an individual's longevity:

| <u>Years of Service</u> | <u>Percentage of Base</u> |
|-------------------------|---------------------------|
| 6-10 | 3.00% |
| 11-15 | 4.00% |
| 16-20 | 5.00% |
| 21-25 | 6.00% |
| 26+ | 7.00% |

B. Such payments shall be included in and considered part of the member's basic salary each year thereafter, for the purposes of computing taxes and payments into any retirement system, and shall be made in the same manner as is prescribed by the Mayor and Council for the payment of regular police salaries.

ARTICLE XIII

EDUCATIONAL INCENTIVE

A. There shall be added to the base salary of each regular officer of the Police Department the sum of twenty dollars (\$20.00) per annum for each credit hour earned in accordance with the provisions herein set forth:

1. Except as set forth in Subsection (6) below, only those courses of instruction of higher learning leading to a degree or associate degree in Police Science shall qualify. All such courses shall be undertaken on the officer's own time, and not at the Borough's expense.

2. Incentive credits shall apply only to those completed courses in which the officer has earned a grade of "C" or the equivalent, or better. It shall be the responsibility of the officer to present the Police Committee with appropriate certification of grades obtained from the sponsoring institution for validation.

3. The maximum number of credits for which an officer shall receive remuneration shall not exceed thirty (30) during the first year the program is in effect, and shall not exceed thirty (30) additional credits for each succeeding year, up to a maximum of one hundred thirty two (132) credits.

4. Certification of incentive credits shall be submitted by the officer to the Police Committee for validation in accordance with the provisions herein set forth not later than February 15th of the year in which such incentive program payment is to be made. Incentive credits shall be recomputed once annually and payable beginning March 1st of each succeeding year.

5. All police officers employed by the borough prior to January 1, 1993 shall be entitled to the benefits of the educational incentive program as set forth herein for courses taken prior to employment by the Borough, adhering to the maximum of thirty (30) credits per annum up to one hundred thirty two (132) credits. In such cases, however, the officer shall submit to the Police Committee a list of such courses taken, and certification of grades received from the sponsoring educational institution for verification. The Police Committee, upon evaluation and consideration, shall determine which of said courses, if any, are approved as credit courses under the terms of the educational incentive program. (CONTINUED)

Paragraph A5 shall not be applicable to any employee hired after January 1, 1993, but shall remain in full force and effect and applicable to those employees who were employed under the predecessor contract as of January 1, 1993. All employees who are members of the association as of December 31, and who were then receiving educational incentive under the prior agreement for credits earned prior to employment by the employer, shall continue to receive such incentives at the same rate as under prior agreements.

6. To compensate those officers of the Police Department who in the past were not afforded the opportunity to obtain formal education in Police Science, and to recognize the value of their extensive experience in law enforcement, the Police Committee shall grant appropriate credit for non-college training programs, for a recognition of experience gained on the job, for all regular officers of the Police Department with greater than fifteen (15) years service at the time this subsection becomes effective. A maximum of thirty (30) credits shall be granted for previous non-college training, and one and one-half (1&1/2) credits will be granted for each full year of service in the Department as of the date this subsection becomes effective. The credit value of non-college training will be determined by the Police Committee, with appropriate consideration being given to the duration of the training and its equivalence to currently accredited programs of a similar nature. The maximum number of credits for which officers who qualify will receive remuneration shall not exceed thirty (30) during the first year the program is in effect, and shall not exceed thirty (30) additional credits for each succeeding year, up to a maximum of sixty six (66) credits. Officers who qualify under this subsection are also eligible for remuneration for credits obtained under Subsection A of this Section, up to a maximum of sixty six (66) credits. In no case shall an officer receive remuneration for greater than thirty (30) credits per annum, regardless of the number of credits accrued through the provisions of Subsection (1) and Subsection (6).

7. The provisions of Subsection (6) shall be restricted to those officers who qualify on the effective date of this subsection, and shall not apply to other officers of the Department when they complete fifteen (15) years of service in the department, nor will additional credits be given for years of service beyond the effective date of this subsection. Provisions of this subsection shall become effective January 1, 1973.

8. Such payments shall be included in and considered part of the members basic salary each year thereafter, for the purpose of computing taxes and payments into any retirement system, and shall be made in the same manner as is prescribed by the Mayor and Council for the payment of regular police salaries.

ARTICLE XIV

USE OF PERSONAL VEHICLE

A. Whenever it is necessary for an employee to utilize their personal vehicle for transportation on official police business or for daily transportation to school, seminars, or other training events, that member shall be entitled to be reimbursed for that usage at twenty six cents (\$.26) per mile. Such usage must be authorized by the Chief of Police or his designee and request for payment must be submitted on the form provided and approved by the Chief or his designee.

ARTICLE XV

BILL OF RIGHTS

A. Employees covered by this Agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The wide ranging powers and duties given to the Department and it's members involves 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 investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of an employee shall be at a reasonable hour, preferably when the member of the force is on duty.

2. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.

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

4. 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.

5. If any employee is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court. (CONTINUED)

6. In all cases and in every state of the proceedings in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for an employee , if he so requests, to consult with council and/or his P.B.A. representative (s) before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.

7. Members of the Police Department shall be allowed to utilize briefcases to store and / or carry such items of equipment as facilitates the performance of their police duties. These briefcases are subject at all times, to the inspection of the Chief of Police or his designee.

ARTICLE XVI

HOSPITALIZATION AND INSURANCE

A. (1) Each employee shall be entitled to medical and dental insurance through the existing insurance plan as provided by the employer to its other full time employees. The coverage shall begin for each employee after two months of continuous service. The employee shall be required to complete and submit the required application and enrollment forms.

(2) The insurance coverage shall include that type of coverage, i.e., single, parent/child, husband/wife, or family as the employee shall select.

(3) The standard for the level of insurance required to be provided by the employer shall be that as was provided under the Travelers Policy as of January 1, 1991, or substantially similar benefits, except as modified in this Agreement through the Ocean/Monmouth Regional Employee Benefits Fund Insurance Program. Any change in that coverage during the term of this agreement shall only be made with the express approval of the Association.

(4) The deductible shall be \$200 per person, \$600 per family, and shall require hospital and surgical pre-certification.

Hospital pre-admission and surgical certification requires the employee to pre-certify a hospital stay at least 7 business days prior the admission by calling a toll free number. For emergency admissions, the employee or someone on his or her behalf must call the (Cost Containment Company) office within 2 business days of the admission. It is the employee's responsibility to inform his or her Physician/Hospital that he or she participate in a Pre-admission Certification Program. If a hospitalization requires surgery, two separate pre-certifications shall not be required.

Each admission not pre-certified or authorized by (Cost Containment Company) will be subject to reduction of benefits by \$200 but not more than the amount of the full charges.

Should it be impossible for an employee to pre-certify a stay, e.g. because they are unconscious and no close relative is aware of these requirements, or if because of clerical error, the pre-certification process is not completed as outlined above, the employee may appeal any co-insurance reduction as applied of benefits to the Plan Administrator. The Plan Administrator will review the extenuating circumstances, if any, and the appeal, and may consult (Cost Containment Company) or providers concerning the reasons for allowing or limiting payment.

The employee must pre-certify certain surgical procedures. To pre-certify, the employee or someone on his or her behalf must call the (Cost Containment Company) office at least 7 business days prior to the scheduled procedure (Cost Containment Company) will determine as to whether or not a Second Opinion is mandatory for the surgery to be performed. The surgical procedure and second opinion schedule is attached as Schedule A. If a second opinion is required, it may be by a physician of the employee's choice.

Surgeries not pre-certified or authorized by (Cost Containment Company) will be subject to a reduction of benefits by \$200. The penalty for failure to pre-certify a hospitalization and surgery is a total of \$200 for any one occurrence, condition, or course of treatment.

In the event that an employee receives advice from his or her treating physician that, although the hospitalization or surgery is not of emergency nature, but must be performed immediately, and, on the advice of the treating physician, the employee cannot return to work while the pre-certification requirements as contemplated by this agreement met through no fault of the insurance plan or the employer, and the employee is required to utilize some of his or her allotted sick days solely as a result of the pre-certification requirements, such employee shall be entitled to reinstatement of those sick days used solely as a result of the pre-certification requirements upon application to and on the determination of the chairman of the Police Committee of the employer. Failure to satisfactorily resolve any such claim by an employee can be the subject of a grievance as provided otherwise under this agreement.

(5) The employer shall notify the Association of any change in the administrator of the health plan

(6) The employer shall provide group life insurance coverage for each employee after 6 months of continuous employment in the amount of not less than \$10,000.

B. All full time members of the Police Department, upon retirement, shall have the option of continuing membership in the Borough's current Group-Hospitalization Insurance Plan. Such participation shall be at the member's expense and shall be continued without interruption upon said member's retirement from the Department if he so elects.

C. Every regular member shall submit to a thorough physical examination annually. In addition, each member of the Department is hereby charged with the duty of notifying the Chief of Police, or, in the case of the Chief, notifying the Police Chairman, of any accident resulting in injury to him or any illness suffered by him and the nature and extent of same, and if ordered by the Chief of Police or Police Chairman, such member shall submit to a physical examination by a physician designated by the Chief or Police Chairman for determination as to his fitness for service.

D. Retiring police officers with a minimum of twenty five (25) years of service in the police pension system shall be continued in the Borough's health/medical benefit and insurance plans as required to cover the retiree and immediate members of the family which will be limited to spouse and children ordinarily covered on a standard family plan. The cost of such medical insurance will be paid for by the Borough in the normal manner as if the retiree were still actively employed by the Borough. If the Officer receives another Primary carrier, the Borough will be the Secondary carrier.

1. Police officer retirees who are enrolled in the Borough's medical plan, but who are employed elsewhere after being retired from the Borough's employ, must avail themselves of any comparable hospital/medical plan offered to them by the new employer and notify the Borough Clerk of this fact.

2. Should the retiree be partially covered by a new employer for such hospitalization and insurance coverage, the Borough will then supplement the retiree's medical coverage in a manner which will provide medical coverage as is currently being enjoyed by active employees.

3. Upon the death of an Police Officer in the line of duty all health/medical benefits shall be continued at no cost to the employee's spouse until remarriage. This coverage shall also be provided for all dependents eighteen years of age or under or, if full time students, until such dependents reach age twenty one.

4. Upon the death of an Police Officer while not in the line of duty, or while retired as provided in Section 5 of this Article, all health and medical benefits shall be continued for a period of two (2) years for both the spouse and dependents eighteen years of age or under. If the spouse remarries during the two year period such coverage shall terminate. This coverage shall also be provided for all dependents, and if full time students, until such dependents reach age twenty one. Upon the expiration of this two year period a spouse that has not remarried shall have the option of continued inclusion in the health/medical group at their own expense.

ARTICLE XVII

CLOTHING ISSUE AND MAINTENANCE

A. The employer shall provide to each member covered by this Agreement, a clothing allowance of \$700 per year to be used to replace or replenish worn or obsolete articles of the members complete uniform. All payment of the aforesaid clothing allowance shall be pursuant to voucher submitted by the employee. All items of worn or obsolete uniforms may remain in the employee's possession, however, the employee shall not be permitted to dispose of the same without the express permission of the Chief of Police.

B. The Borough shall continue to provide uniform cleaning and maintenance for all members of the Police Department.

C. In addition to the allowance provided in Paragraph A above, the employer shall provide each employee who is assigned full time to plain clothes duties or which require the wearing of plain clothes in the carrying out of his duties an additional \$100 per quarter for the calendar year 1993 and an additional \$150 per quarter for the calendar year 1994. Those sums shall be due to the employee at the expiration of the quarter during which the employee was assigned to the qualifying duties. Such payment shall be municipal voucher, however, the voucher shall not require a detailed itemization but merely a statement for the additional allowance then due.

D. In the event that all or any part of the present uniform is changed by the Borough, then the cost of such changes shall be borne by the employer.

ARTICLE XVIII

FALSE ARREST AND LIABILITY INSURANCE

A. The Borough shall at it's cost and expense provide false arrest and liability insurance to cover each and every employee of the Police Department who is a member of the P.B.A. herein referred to, and shall also include Probationary Patrolmen, during the course and performance of their duties. The said coverage shall be in the sum of not less than five hundred thousand dollars (\$500,000.00) per incident for each employee.

B. Where a member of the Police Department is made a defendant in any suit or other legal proceeding arising out of the performance of police duty, or out of any incident arising in the line of such duty, the Borough shall provide all necessary legal aid necessary for the defense of such suit or other legal proceeding, and in such event, the said member of the Association shall have the right to engage an attorney licensed to practice in the State of New Jersey, of his own choice, for defense of such suit or other legal proceeding, and further, in the event the said member of the Association shall be found innocent of said suit or other legal proceeding as hereinafter referred to, or the same shall be dismissed, the Borough shall pay for all reasonable costs of every manner and kind whatsoever incurred by the said member of the Association as herein recited. If any disciplinary or criminal proceeding instituted by or on complaint of the Borough shall be dismissed or finally determined in favor of the member, he shall be reimbursed for the expense of his defense.

ARTICLE XIX

PENSIONS

A. The Borough shall continue to make contributions as heretofore to provide pension and retirement benefits to employees covered by this Agreement under the Police and Fireman's retirement System pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XX

DISCHARGE AND SUSPENSION

A. No employee governed by this contract shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set for in ARTICLE XX entitled "Grievance Procedure", but may not pursue matters involving suspensions, fines, removals or reduction in rank or position to arbitration. Disciplinary actions must be in conformance with N.J.S.A. 40A:14-147-151.

B. Upon any suspension, demotion, discharge or any other appropriate disciplinary action against any employee of this Association, a copy of such charges shall be forwarded to the President of the Association within five (5) working days after any such action against said employee is taken by the employer.

C. This Article does not apply to probationary employees.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" is a complaint about the interpretation, application, or alleged violation of policy, Contract, or administrative decision affecting an employee or group of employees.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting the terms and conditions of employment of employees.

C. PROCEDURE

1. LEVEL ONE

An employee with a grievance should first discuss it with their immediate supervisor, either directly or through the Association representative, with the objective of resolving the matter informally. If the matter being grieved is the result of action taken by the Chief of Police or the Borough Council, the first step of the procedure shall be the Chief of Police.

2. LEVEL TWO

If the aggrieved person or group is not satisfied with the disposition of their grievance at Level One or if no answer has been rendered within three (3) days following its presentation, it shall be reduced to writing and submitted to their immediate supervisor.

3. LEVEL THREE

If no satisfactory agreement is reached within five (5) days, or if no written response has been received, the grievance shall be submitted to the Chief of Police.

4. LEVEL FOUR

If no satisfactory agreement should be reached at Level Three, within ten (10) working days the grievance may be submitted for decision to the Borough Police Committee. The Committee shall meet with the Association and discuss the grievance within ten (10) working days after requested to do so. The committee, after meeting with the Town Council, shall render its decision within fifteen (15) calendar days. (CONTINUED)

5. LEVEL FIVE

Should no satisfactory settlement be reached at the Police Committee Level, or should no response be received with the specified fifteen (15) days, the Association may submit the grievance to arbitration. Selection of an arbitrator shall be accomplished by utilizing the services of the New Jersey Public Employment Relations Commission (PERC) or the State Board of Mediation. The Arbitrator shall not change, limit, or modify this Agreement in whole or in part and the decision of the Arbitrator shall be advisory. This shall in no way limit the parties from agreeing, on a case by case basis, to the submission of any particular grievance to an arbitrator for a binding award. The cost of the arbitrator shall be borne equally.

D. MISCELLANEOUS

1. All grievances filed must show the signature of the Association's designated Grievance Chairperson or President, except where the grievant is representing himself.

2. All decisions rendered in the grievance procedure except at Level One, shall be in writing, setting forth the decision and the reason(s).

3. All hearings and meetings in this procedure shall be confidential and not conducted in public.

4. Any aggrieved person may be represented at all levels of the grievance procedure by himself, or by a representative approved by the Association. Copies of any official grievance submitted by an individual shall be forwarded by the employer to the Association. When a grievant is not represented by the Association, the Association may be present to offer its position and safeguard the integrity of the contract on all levels of the procedure. It shall be the responsibility of the employer to inform the Association in writing, in the event a grievance is filed by an individual acting without Association representation. This agreement in no way limits the right of an individual to confer with the employer on any matter of mutual concern. No such problem shall be remedied in such a manner as to conflict with or modify any provision of this Agreement.

5. The grievant will have thirty (30) calendar days from the date of the event causing the grievance, or from the date the grievant should have reasonably first known of the grievance, to file a grievance at Level One or the grievance shall be invalid. (CONTINUED)

6. Grievance hearings will be held at times and locations convenient to both parties and if held during working hours, the employee shall suffer no loss of pay.

7. A waiver of time limits may be arranged by mutual written agreement of both parties.

8. Nothing herein shall preclude the P.B.A. from meeting with the Police Committee on a regular basis to discuss matters of mutual concern.

ARTICLE XXII

MILITARY LEAVE

A. All members of the Association who are members of National Guard, Naval Militia, Air National Guard, or of a reserve component of any of the armed forces of the United States shall be entitled to leave of absence from their respective duties without loss of pay or time on all days during which they shall be engaged in active duty, active duty for training or other duty ordered by the Governor; provided however, that the leaves of absence for active duty or active duty for training shall not exceed ninety (90) days in the aggregate in any one year. Leaves of absence for such military duty shall be in addition to the regular vacation allowed such members of State, County, or Municipal Law, Ordinance, or Resolution pursuant to N.J.S.A. 38A:4-4.

ARTICLE XXIII

OUTSIDE EMPLOYMENT

A. The hourly rate for pay for outside employment of police personnel shall be established by the Association each January 1. The Association shall be required to notify the Chief Financial Officer of the employer no later than January 15 of each calendar year.

1. The Borough Treasurer will keep all time sheets from police personnel

2. The employer shall charge the contractor or third party \$3 per hour above the rate set by the Association for the employee.

3. The Borough Treasurer will bill the contractor directly for services performed.

4. Payment must be received from the contractor before the Borough makes payment to the police personnel.

5. All payments to police personnel will be made only at regular pay periods.

6. The Borough Treasurer is authorized to establish a separate bank account with signatures of Mayor, Clerk, and Treasurer required for all checks.

7. All workers compensation costs, and other expenses incurred by the Borough resulting from off-duty employment will be charged to this separate bank account.

8. Scheduling of off-duty employment which is police-related will be arranged by a member of the Shrewsbury Association so designated by the Association, and such employment schedule shall be made up by him and submitted to the Chief of Police for his authorization. Police personnel will have the option to work these police related jobs, and all employment of off-duty officers will be voluntary.

9. The member of the Association in charge of scheduling will also submit the bills for payment for services performed to the Borough Treasurer and will submit a copy of same to the Chief of Police.

10. Police personnel must wear uniforms or police coverall uniforms with the police regulation cap when performing this duty for contractors.

11. Off-duty police related work will be restricted to the confines of the Borough of Shrewsbury, Red Bank Regional High School and all contiguous towns. (CONTINUED)

12. All off-duty police related work is not to be considered overtime work.

13. This resolution shall apply only to police personnel of the Borough of Shrewsbury.

14. Whenever an off-duty Police officer is assigned to a police-related job such as traffic control, crowd control, etc. he shall, for the purpose of his police pension, be entitled to all benefits that an on-duty police officer is normally entitled to.

E. However, nothing herein contained shall prevent a member of the police department from engaging in any other type of outside employment or business providing that such activity does not conflict nor interfere with his duties as a police officer.

ARTICLE XXIV

SALARIES

A. Police salaries shall be as per Appendix "A": of this agreement.

B. In addition, any employee who is assigned to the duties of detective full time for a period of at least 18 duty days of a normal duty month (defined as 22 duty days) other than the Detective Sergeant, shall receive an additional \$100 per month salary for those calendar months he serves in such a detective position.

C. As an additional allowance, but not as part of base pay, any employee who holds a current EMT certification shall receive an additional \$250 per year. This payment will be made on the first pay period of December and shall require a voucher and certification by the Chief of Police or his designee.

ARTICLE XXV

SAVINGS CLAUSE

A. Section 1: It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons of circumstances shall not be affected thereby.

ARTICLE XXVI

DURATION

A. This Agreement shall be in effect as of January 1, 1993 to and including December 31, 1994.

B. Not less than one hundred fifty (150) days prior to the expiration of the term of this Agreement, either party shall notify the other party regarding the commencement of negotiations for entering into a new Agreement of employment to commence on January 1, 1995. Upon such notice, one (1) party to the other as herein recited, within thirty (30) days of such written notice to the other party, both parties shall commence negotiations for a new employment agreement.

ARTICLE XXVII

EXISTING BENEFITS

A. The provisions of all existing Borough Ordinances affecting terms and conditions of employment of members covered by this Agreement unless specifically modified by this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE XXVIII

PERSONAL GROOMING

A. To establish guidelines and regulations regarding personal grooming for all officers of this Police Department. A members hair shall be kept in a neat manner.

1. Hair will be neatly trimmed, combed and brushed.
2. Hair will be cut to present a tapered appearance and when combed, it will not fall over the ears or eyebrows, or extend over the shirt or coat collar.
3. In all cases, the bulk or length of the hair will not interfere with normal wearing of standard police headgear.

4. The wearing of a wig or hairpiece while in uniform or on duty is prohibited except to cover natural baldness or physical disfiguration. When worn, it will conform to the standard haircut criteria as stated above.

B. Mustaches; the face will be clean shaven, except that mustaches are permitted if the following standards are met:

1. Mustaches will be kept trimmed and clean.
2. No portion shall extend below the corners of the mouth, or one-half (1/2) inch beyond the corners of the mouth.
3. Mustaches shall not be twirled or curled.
4. Beards, goatees or other growths of hair below the lower lip, on the chin or lower jawbone are prohibited.

C. Sideburns; sideburns meeting the following standards are permitted.

1. The base line will be a clean shaven, horizontal line, no more than 1-1/2" wide.
2. Sideburns will not extend downward beyond the bottom of the ear.

D. The Chief, or his designee or the Police Chairman may waive all or part of these standards to certain officers or patrolmen if operationally advisable.

E. Each employee shall be paid the lump sum of one hundred dollars (\$100.00) per year for the purpose of each officers maintenance of individual appearance and personal grooming. Such monies shall be paid on or before December 1st of each year and no vouchers or receipts shall be required to verify it's specific use by the employee.

APPENDIX A

A. The annual basic salary for each of the classifications shown shall be as follows;

| <u>CLASSIFICATION</u> | <u>RATE OF PAY ANNUALLY</u> | |
|-----------------------|-----------------------------|-------------|
| | <u>1993</u> | <u>1994</u> |
| CAPTAIN | \$53,178.00 | \$55,837.00 |
| LIEUTENANT | \$50,703.00 | \$53,238.00 |
| DETECTIVE SERGEANT | \$49,473.00 | \$51,946.00 |
| SERGEANT | \$48,229.00 | \$50,640.00 |
| PATROLMAN 1 | \$44,210.00 | \$46,420.00 |
| PATROLMAN 2 | \$41,037.00 | \$43,089.00 |
| PATROLMAN 3 | \$32,847.00 | \$34,489.00 |
| PROBATIONARY | \$24,462.00 | \$25,895.00 |

APPENDIX B

IN WITNESS WHEREOF, the parties have hereto
affixed their signatures on this *8th* day of *November*
, 1993.

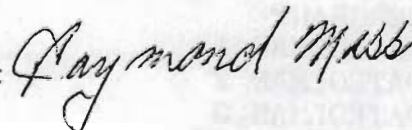
SHREWSBURY BOROUGH COMMITTEE
SHREWSBURY

BOROUGH OF

By: _____



By: _____



ATTEST:



Borough Clerk

Witness