

*Clerk*

**AGREEMENT**

**between**

**BOROUGH OF HIGHLAND PARK**

**MIDDLESEX COUNTY**

**and**

**The Superior Officers Association  
of  
P.B.A. LOCAL NO. 64**

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**JANUARY 1, 2003 through DECEMBER 31, 2006**

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**PREAMBLE**

**THIS AGREEMENT** entered into this        day of        , 200\_ by and between the **BOROUGH OF HIGHLAND PARK**, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, hereinafter called the Borough, and **Superior Officers Association of PBA LOCAL NO. 64**, hereinafter called the SOA or the Association, represents the complete and final understanding on all bargainable issues between the Borough and the SOA.

**ARTICLE I**

**RECOGNITION**

A. The Borough hereby recognizes the SOA as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, and other terms and conditions of employment.

B. Included in the negotiating unit shall be those employees of the Borough within the Police Department whose rank is Captain and Lieutenant.

C. Reference to males shall include female police officers. Reference to "Police Officer" or "employee" as used herein shall be defined to include the plural as well as the singular.

## ARTICLE II

### COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining with respect to conditions of employment shall be conducted by the duly authorized agents of each of the parties. The bargaining unit for the SOA will be limited to two members.

B. Collective bargaining meetings shall be held at mutually convenient times and places at the request of either party.

C. No representative of the Borough shall meet with any member of the bargaining unit other than the authorized representative of the SOA nor shall any member of the bargaining unit without specific authority by the SOA meet with the representative of the Borough for the purpose of collective bargaining between the parties without prior notification to the SOA and the Borough of such meeting and without the presence at such meeting of a representative of the SOA designated by the President of the SOA and a representative of the Borough. The aforesaid provisions are not intended to prohibit, restrain, interfere with or affect in any way, the collective bargaining process or labor management relation activities between the parties including, but not limited to, meetings and discussions between authorized representatives of the Borough and the SOA during the term of this Agreement.

### ARTICLE III

#### MANAGEMENT RIGHTS

A. Except as specified in this Agreement, the Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment, their assignments, and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

4. To establish, maintain and amend a code of rules and regulations of the Department for the operation of the Department.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations 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 such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States and the Ordinances of the Borough of Highland Park.

C. Nothing contained herein shall be construed to deny or restrict the Borough in any of its rights, responsibilities and authority under Title 11 and Titles 40 and 40A of the New Jersey Statutes or any other national, state, county or local laws statutes or ordinances.

D. The failure to exercise any of the foregoing rights or powers shall not be deemed a waiver of such rights or powers, nor shall the failure to specifically mention a management right herein, which has existed prior to the enactment of this Agreement or which is considered to be a traditional management right, be construed as giving up such right. All management rights which have existed in the past are specifically incorporated herein.



**ARTICLE IV**

**CONDUCTING ASSOCIATION BUSINESS**

A. The President or his designee shall also be granted necessary time off not to exceed eight (8) days per year time off to conduct SOA business as required by the SOA. The Administrative Officials of the Borough of Highland Park, or the Chief of Police, shall not deny a reasonable request for time off with pay.

B. The Borough shall also grant time off without loss of pay as follows:

1. 3 days - Superior Officer for PBA State Convention

C. The shift taken off for SOA business must be the shift in which the SOA business takes place, or the shift the officer is scheduled to work immediately prior to the time the SOA business takes place, or the shift the Officer is scheduled to work immediately after the SOA business takes place.

D. Officers of the SOA shall be excused from duty without loss of pay to attend all SOA meetings, PBA Local No. 64 meetings, provided that such attendance does not require the recall of off-duty policemen to bring the Police Department up to its proper effectiveness. Time off under this section shall be granted at the sole discretion of the Chief of Police.

E. The Borough shall permit members of the SOA Negotiating Committee to attend collective bargaining meetings during duty hours without loss of pay. However, said members shall be subject to duty.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate and practical.

Nothing contained herein shall be construed as limiting the rights of an employee having a grievance to discuss the matter informally with any appropriate member of the department, and having the grievance adjusted without the intervention of the Association.

#### B. Definition

The terms "grievance" as used herein means any controversy arising over the interpretation, application or violation of any of the provisions of this Agreement or the Borough of Highland Park Police Department Rules and Regulations and may be raised by an individual, the Association, the Association on behalf of and at the request of an individual or group of individuals or the Borough.

The term "grievance" shall also include "minor discipline", which is defined as those circumstances where the disciplinary penalty is five (5) days of suspension, or equivalent fine, or any lesser penalty.

#### C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

### **STEP ONE**

The aggrieved or the Association shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee of the Association and Chief for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

### **STEP TWO**

If the Association wishes to appeal the decision of the Chief, such appeal shall be presented in writing to the Borough Administrator within ten (10) working days thereafter. The Mayor and Council shall be notified of the grievance by the Association representative providing a copy of the grievance to the Borough Clerk. Upon the filing of the appeal, either the Association or the Borough Administrator or his designee may require a hearing to be held within twenty (20) working days thereafter. The appeal shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator or his designee shall respond, in writing, to the grievance within twenty (20) days of the submission of the appeal or within twenty (20) days after the hearing, if one is so held.

### **STEP THREE**

If the grievance is not settled at Step One or Two either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation

of witnesses, shall be paid by the parties incurring same.

D. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

3. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

4. Only one grievance at a time may be submitted for consideration by a single arbitrator. It is specifically understood that one grievance may contain multiple issues.

E. The designated Association representatives shall be permitted as members of the grievance committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Borough of Highland Park Police Department as determined by the Chief of Police or require the recall of off-duty employees.

F. The time limits expressed herein shall be adhered to strictly. If any grievance has not been initiated within the time limits specified, or if the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a

decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

G. The Borough Administrator shall have the final decision with reference to grievances dealing with the interpretation or application of the Borough of Highland Park Police Department Rules and Regulations, subject to the right of an employee or the Association to appeal said Borough Administrator's decision by means of legal proceedings in the Courts of this State and of the United States.

H. It is understood that the Borough may file a grievance concerning the interpretation and application of this Agreement which, if said grievance cannot be amicably resolved through negotiations with the Association and Borough's representatives, it shall be submitted to arbitration as provided under this Article.

I. An Association representative has the right to be present at any and all steps of the Grievance Procedure.

## ARTICLE VI

### HOURS OF WORK AND WORK SCHEDULE

A. The normal work day shall consist of not more than eight (8) hours of work in a twenty-four (24) hour period, except as mutually agreed to by the parties, except to complete any assignment that has been commenced within the employee's tour of duty.

B. Each officer shall have sixteen (16) consecutive hours off duty after a tour of eight (8) hours unless otherwise mutually agreed by the parties hereto, except when regularly scheduled shift changes occur and except in case of emergencies as defined in N.J.S.A. 40A:14-134.

C. The work schedule will consist of 240 workdays per year. The regular days off which are taken to balance out the 240-days are scheduled monthly and are subject to the approval of the Chief of Police.

D. Any assignment as specified in Section A, with management approval, that was commenced within the employee's tour of duty and extends past the employee's regular tour of duty, shall be subject Article VII - Overtime.

E. For the purposes of this Agreement all references to days shall be equivalent to an eight (8) hours shift including lunch and coffee breaks pursuant to current practice.

## ARTICLE VII

### OVERTIME

A. All permanent full-time police officers shall receive overtime pay at the rate of one and one-half (1-1/2) times the officer's regular rate of pay for all work in excess of eight (8) hours in a day or more than forty (40) hours in a seven (7) day workweek. The base hourly rate for computation of overtime shall include all regular compensation. "Regular compensation" shall be defined as base salary and longevity only.

B. Scheduled tours of duty shall not be changed unless five (5) days advance notice is given, except in cases of emergency as defined in N.J.S.A. 40A:14-134.

C. Overtime shall be defined as all hours worked by an officer in excess of eight (8) hours per day, except when regularly scheduled shift changes occur.

D. Overtime shall be defined as all hours worked by an officer in excess of eight (8) hours per day or all work performed on a regular day off (R.D.O.) as is defined by the posted work schedule.

E. An employee called back to work after the completion of his regular shift shall be guaranteed a minimum of two (2) hours work or pay in lieu thereof.

F. If possible, overtime duty shall be given on a rotating seniority basis.

G. All accrued compensatory time prior to 1989 shall be payable at termination of employment as money or leave with pay. Accrued compensatory time will be paid for as follows:

1. Thirty (30) days [240 hours] (being the earliest time) at the highest salary attained by the officer during his period of service with the Highland Park Police Department.

2. All other time paid at the highest salary obtained by the officer during the year in which the compensatory time was earned.



**ARTICLE VIII**  
**COMPENSATION**

A. LIEUTENANTS

1. Effective January 1, 2003, a four (4) percent base salary increase.
  - a. Base Salary - \$ 84,438.43
  
2. Effective January 1, 2004, a four (4) percent base salary increase.
  - a. Base Salary - \$ 89,715.83
  
3. Effective January 1, 2005, a four (4) percent base salary increase.
  - a. Base Salary - \$ 95,323.07
  
4. Effective January 1, 2006, a four (4) percent base salary increase.
  - a. Base Salary - \$ 101,280.76

B. CAPTAINS

1. Effective January 1, 2003, a four (4) percent base salary increase.
  - a. Base Salary - \$ 92,790.06
  
2. Effective January 1, 2004, a four (4) percent base salary increase.
  - a. Base Salary - \$ 98,589.44

3. Effective January 1, 2005, a four (4) percent base salary increase.

a. Base Salary - \$ 104,751.28

4. Effective January 1, 2006, a four (4) percent base salary increase.

a. Base Salary - \$ 111,298.24

C. Any employee appointed and actually serving in an acting capacity in any acting position created by Management shall receive seventy-five percent (75%) of the additional compensation difference for that position.

D. The Salary Scale, set forth above in Article VIII Paragraphs A.1. and B. 1., shall include an equity, one-time base salary adjustment of one and a quarter (1 ¼) percent, effective January 1, 2003.

**ARTICLE IX**

**LONGEVITY**

A. Each officer shall be paid, in addition to his current annual salary, a longevity increment based upon his years of continuous employment in the Police Department in accordance with the following schedule subject to a cap of Four thousand Dollars (\$4,000.00). When an officer reaches the cap of Four thousand dollars (\$4,000.00), the officer's longevity shall be rolled into the officer's base salary

<b><u>YEARS OF SERVICE</u></b>	<b><u>INCREMENT OF BASE PAY</u></b>
Upon completion of five (5)years of service	2%
Upon completion of ten (10) years of service	3%
Upon completion of fifteen (15) years of service	4%
Upon completion of twenty (20) years of service	5%
Upon completion of twenty-five (25) years of service	7%

B. Each officer covered by this contract hired prior to January 1, 2004, shall qualify for longevity increments on the first day of the month in which the officer's respective anniversary of employment occurs, and such increments shall be paid from and after such date.

C. Effective January 1, 2004 the longevity increments set forth above in Paragraphs

A and B shall apply only to officers hired prior to January 1, 2004. The Salary Scale for all officers set forth above in Article VIII, Paragraphs A.2., A.3., A.4., B.2., B.3., & B.4. shall include one-time base salary adjustments of two and a quarter (2 ¼) percent, effective January 1, 2004, January 1, 2005 and January 1, 2006, respectively.

**ARTICLE X**

**VACATIONS / PERSONAL DAYS**

A. Annual vacations shall be granted as follows:

<b><u>YEARS OF SERVICE</u></b>	<b><u>VACATION DAYS (Working Days)</u></b>
Hire Date to end of First Year	1/2 day for each month of service
Beginning Second Year through End of Fifth Year	10 working days
Commencement of 6th Year	11 working days
Commencement of 7th Year	12 working days
Commencement of 8th Year	13 working days
Commencement of 9th Year	14 working days
Commencement of 10th Year	15 working days
Commencement of 11th Year	16 working days
Commencement of 12th Year	17 working days
Commencement of 13th Year	18 working days
Commencement of 14th Year	19 working days
Commencement of 15th Year and over	20 working days

B. Vacation pursuant to Paragraph A will be determined as follows for employees hired prior to January 1, 1986.

An employee's anniversary date will be January 1st of the same year the employee was hired, regardless of the month the employee commenced employment. This definition of anniversary date is only applicable to Paragraph A of this Article.

C. All employee hired after January 1, 1986 will have the following anniversary dates for the purpose of Paragraph A only:

1. Date of hire February 1st through July 31st; shall have the anniversary date of July 1st of the same year.

2. Date of hire August 1st through January 31st; shall have the anniversary date of January 1st occurring during the same time period.

3. The one year anniversary for vacation purposes for these employees will be one (1) year after either the July 1st or January 1st referred to in subparagraph C.1 or C.2 above.

4. All employees with a July 1st anniversary date pursuant to Paragraph C.1 of this Article will be granted allotted vacation time pursuant to Paragraph A on a 50-50 prorated basis for in-between steps on the schedule. For example, if an officer is between twelve (12) and thirteen (13) days vacation for that calendar year, the employee will enjoy twelve and one-half (12-1/2) days for that calendar year.

D. Each police officer shall be permitted to take vacation time during the entire calendar year, said vacation being subject to previous report directives regarding notice and subject to the approval of the Chief of Police. A vacation day may be taken one (1) day at a time or in any multiple up to a maximum of ten (10) working days at one (1) time requested by a police officer, provided that five (5) days notice of the request is given by the officer to the Chief of Police or his designee

E. Vacations shall be available at any time from January 1st to December 31st subject to the approval of the Chief or his designee.

F. Vacations shall be taken at such time or times as the best interests of the Borough and its efficient administration will allow.

G. No more than ten (10) working days vacation allowance may be taken at one time unless approved in advance by the Chief of Police.

H. Vacation leave shall not be cumulative. However, where in any calendar year the vacation or any part thereof is not granted by reason of pressure of Borough business, such vacation period or parts thereof not granted shall accumulate and shall be granted by the Chief of Police during the next succeeding calendar year only. The fact that vacation leave or any part thereof was not granted by reason of pressure of Borough business must be so certified by the Chief of Police or his designee in writing no later than January 31st of the year following the year the vacation time was earned.

I. Personal Days

1. In addition to the vacation time provided by paragraphs A through I of Article X, officers shall be entitled to four (4) personal days.

2. Personal days may be used only during the calendar year in which earned and shall not be cumulative and may not be taken consecutively. Officers shall not be entitled to be reimbursed for personal days not used.

3. Requests for a personal day shall be subject to the approval of the Chief of Police.

**ARTICLE XI**

**HOLIDAYS**

A. Effective January 1, 2003, holiday pay, which has previously been paid regularly in each pay check, shall be included in base salary as set forth in Article VIII, Paragraphs A.1. and B.1..



## ARTICLE XII

### INSURANCE

A. The Borough agrees to continue to provide the present health insurance plan, including the present dental plan, for all officers covered under this Agreement at no cost to the employee.

B. The Borough may change insurance carriers at its option, provided substantially similar benefits are provided and provided further that thirty-(30) days prior notice is given to the Union.

C. An employee, upon retirement, and at his own expense, shall be permitted to continue all insurance coverage in effect as set forth above.

D. The Borough will provide a prescription drug program (with a six dollar (\$6.00) co-payment provision) for members of the SOA and their families.

E. The Borough will implement an eyeglass reimbursement program as follows:

All full-time employees shall be covered by a vision care program at the Borough's sole cost and expense. Each employee shall be entitled to two (2) reimbursements per year. The total reimbursement for each employee may not exceed the sum of Fifty Dollars (\$50.00) per year. The reimbursement is limited to lenses and/or frames, or contact lenses, but excludes examination fees. The employee shall receive a reimbursement within forty-five (45) days of the furnishing of a written receipt for eligible costs incurred.

## ARTICLE XIII

### SICK LEAVE

A. Sick leave shall be defined as an employee's absence from duty because of illness, injury or exposure to contagious disease. Any employee absent due to sick leave with proper verification shall not be required to engage in "light duty" work unless the employee's doctor states that the employee is able to engage in such work.

B. Full-time employees shall be entitled to fifteen (15) days of sick leave each year. Unused sick days in any given year shall be carried over and added to the next year's sick leave entitlement. There shall be no charge against an employee's sick leave days for absence due to a job-related injury.

1. Employees shall be charged day for day for non-job related illness or injuries resulting in absence from work.

2. For long-term non-job related illness or injuries, employees will be charged as follows: For the first 15 consecutive days absent, one sick day shall be charged for each day absent. For the 16<sup>th</sup> day and thereafter, each day absent shall be deducted at the rate of 1/3<sup>rd</sup> day (or fraction thereof) to a maximum of 56 days per calendar year for long term illness or injury. This includes the first 15 plus the composite total of 1/3<sup>rd</sup> (or fraction thereof) days (41).

3. This section applies to any long-term illness or injury that occurs per calendar year. Any illness or injury that carries over to the following year will be counted toward the year in which the illness began. Example; an officer becomes ill in October and returns to work in January. If that officer becomes ill again later in the second calendar year, the officer will

start the day for day then 1/3<sup>rd</sup>-day cycle again for the new total of 56 days.

4. When the full 56 days are not used for a long-term illness or injury (there is a balance of 1/3<sup>rd</sup> days after returning to work) during a calendar year, and the officer has another long-term illness or injury during the remainder of that calendar year, the balance of 1/3<sup>rd</sup> days will be used beginning with the initial date of the second illness. Example; the officer is out for 15 days and 30 days at the 1/3<sup>rd</sup> rate (25 days deducted) during the early part of the year. This leaves a balance of 31 days. If the officer is out again later that calendar year for another long-term illness or injury, the 1/3<sup>rd</sup> deduction will begin on the 16<sup>th</sup> day, retroactive to day one, until the balance of 31 days is exhausted.

C. 1. Employees shall be entitled to a three (3) to one (1) buy out for each unused sick day accumulated at retirement after twenty (20) years of service with the Borough or departure after twenty (20) years of service with the Borough or death after fifteen (15) years of service with the Borough. The buy out compensation amount shall be computed on the basis of the employee's salary in his last twelve (12) months of service. There will be no cap or maximum on the buy out amount as long as the buy out formula remains at three (3) to one (1).

2. Employees hired prior to January 1, 1987 shall be entitled to the twenty (20) year, twenty-two (22) year, twenty-five (25) year and thirty (30) year minimum buy out amounts listed below:

<u>Years of Service</u>	<u>Minimum</u>
20	Twenty (20) Days
22	Twenty-two (22) Days
25	Forty-five (45) Days

3. Employees shall receive accumulated sick time credit for previous service in accordance with the following:

a. Employees shall receive ten (10) days per year for each year of service prior to January 1, 1976.

b. Employees shall receive fifteen (15) days per year less actual sick time taken, but shall receive no less than ten (10) days for each year of service from January 1, 1976 to December 31, 1987.

c. As of January 1, 1988, employees shall be credited with fifteen (15) days per year of service less actual sick time taken.

4. Employees with twenty (20) years or more of service as of October 1, 1986, shall be entitled to the following minimum buy out:

<u>Years of Service</u>	<u>Minimum</u>
25	Three (3) Months *
30	Six (6) Months *
35	Eight (8) Months *

\* A month equals nineteen (19) working days

D. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Borough. Abuse of sick leave may be cause for disciplinary action.

E. An employee absent on sick leave shall report his absence at least one (1) hour prior to the start of his shift except where emergent circumstances would prevent the employee

from doing so. In those circumstances, the employee shall report his absence as promptly as possible.

F. The Borough may require proof of illness on sick leave whenever such requirement appears reasonable. However, all employees are required to furnish proof of illness whenever the employee is absent on sick leave for a period of three (3) or more consecutive working days.

**ARTICLE XIV**

**BEREAVEMENT LEAVE**

A. Members shall be granted time off without deduction from pay or reduction of compensatory time due for the following requests:

1. Death in the immediate family, from the date of death to and including the date of the funeral, with a maximum of three (3) working days off. In the case of an employee's child, employee's parent (excluding in-laws) or spouse only, this maximum shall be five (5) days.

2. Immediate family means wife, husband, child, parent, brother, sister, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law and step relatives of a similar degree.

3. Time off granted under this Article shall not be deducted from any other time off or benefits owed to the police officer.

B. An employee may be granted one (1) working day leave of absence with full pay for the day of the funeral of a relative not enumerated in Section A, or a person who had an unusually close relationship with the employee. Such leave is subject to the approval of the Police Chief or his designee.

C. Time off under this Article shall be taken between the date of death and the day after the funeral, or, another time directly related to making arrangements necessitated by the death; as approved by the Chief of Police or his designee. However, any leave under this subsection must be taken within ten (10) calendar days or five (5) consecutive work days of the date of death, the funeral or memorial service, whichever is longer.

**ARTICLE XV**

**TERMINATION OF ENTITLEMENT**

Upon termination, an employee shall be paid all accrued benefits for which he has not previously been compensated.

**ARTICLE XVI**

**CLOTHING MAINTENANCE/EQUIPMENT ALLOWANCE**

A. All employees covered by this agreement shall receive \$850.00 included in their base pay as set forth in Article VIII, Paragraphs A.1. and B.1..

B. Clothing lost, destroyed or damaged by the negligence of the employee shall be replaced by the employee at his own expense.

C. A schedule of permissible equipment, clothing, etc., will be issued by the Chief of Police.



**ARTICLE XVII**

**EMPLOYEE RIGHTS**

The Borough agrees to confer upon all employees those rights granted to said employees under the laws of the State of New Jersey and the Constitution and other laws of the United States.

**ARTICLE XVIII**

**ADDITIONAL EMPLOYEE RIGHTS**

A. The employee shall have the right at all times to refuse to take a polygraph or other lie detector test and shall have the right to refuse to testify at their disciplinary hearing without fear of departmental discipline as a result of such refusal.

B. The Borough shall render decisions within three (3) months after the close of a disciplinary hearing concerning an employee. This section shall be prospective in application only and shall not apply to charges brought prior to the execution of this contract.

C. When a complaint is either anticipated or filed against an employee, they shall not be required nor shall they be instructed to make a report concerning this subject matter prior to any interrogation. This shall not relieve the officer from their responsibilities to file routine reports required in the course of their duties.

D. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the SOA shall be at a reasonable hour, preferably when the member of the SOA is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designated by the Borough. Usually it will be at the office of the Borough or the location where the incident allegedly occurred.

3. The member of the SOA shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise

the members of the allegations should be provided. If it is known that the member of the SOA is being interrogated as a witness only, they should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The member of the SOA shall not be subject to any offensive language, nor shall they be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Borough shall afford an opportunity for a member of the SOA, if they so request, to consult with counsel and/or their SOA representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the SOA, which shall not delay the interrogation beyond one (1) hour for consultation with this SOA representative.

7. In cases other than departmental investigations, if a member is under arrest or if they are a suspect or the target of a criminal investigation, they shall be given their right pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Borough or its officers of the ability to conduct the routine and daily operations of the Department.

9. No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the two (2) circumstances exist: (1) Where the Borough has probable cause to suspect that there is a job-related individualized impact with respect to the specific employee being tested; and (2) Where the urinalysis or blood testing is

done as part of a bona fide annual physical examination which is done for the entire department.

10. Under no circumstances shall the Borough offer or direct the taking of a polygraph or voice print examination by this Agreement.

11. Under no circumstances shall an employee be subject to any charge whatsoever after forty-five (45) days. The forty-five (45) day period shall be calculated consistent with N.J.S.A. 40A:14-147.

12. Employees shall not be suspended or suffer any loss in benefits until after the employee has had a departmental hearing and has been found guilty, except in cases of severe nature where the suspension of the employee is required for the safety and welfare of the public or the Borough. If the suspension is immediate, then a departmental hearing shall take place as soon as possible.

**ARTICLE XIX**

**NON-DISCRIMINATION**

A. The Borough and the Association agree that there shall be no discrimination against any employee because of race, creed, color, sex, national origin or political affiliation.

B. The Borough and the Association agree that all police officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association or other employee organization.

**ARTICLE XX**

**FEDERAL OR STATE LAW**

Nothing in this Agreement shall be interpreted to deprive any rights guaranteed to either the Borough or employee by Federal, State and local law.

**ARTICLE XXI**

**BULLETIN BOARD**

A. The Borough shall permit the SOA to post information on a bulletin board within the Police Department commonly used for general information. Matters to be posted must be expressly approved prior to posting by the SOA President or his designee.

B. Management may remove anything from the bulletin board it deems inappropriate after consulting with the SOA President or his designee.

**ARTICLE XXII**

**MUTUAL AID**

A. Officers, while rendering aid to another community at the direction of their superiors, shall be fully covered by worker's compensation, liability insurance and pension as provided by State law.

B. Officers, while acting in their capacity as a police officer on off-duty hours in the jurisdiction of the State of New Jersey, shall be fully covered by workmen's compensation, liability insurance and pension.



**ARTICLE XXIII**

**PERSONNEL FILES**

A. Upon prior notice and authorization by the Chief of Police or his designee, all officers shall have access to their individual personnel file. Any such request shall not be unreasonably denied.

B. No law enforcement agency shall insert any adverse material into any file of the officer, unless the officer has had an opportunity to review, sign, receive a copy of and comment in writing upon the adverse material, unless the officer waives these rights.

C. The officer shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and any such response shall also be placed in the officer's individual personnel file.

**ARTICLE XXIV**

**OUTSIDE EMPLOYMENT**

A. An employee may accept and be employed in any occupation during his off-duty hours, providing such occupation is not in violation of any Federal, State or local law, and providing that such occupation does not cause a conflict of interest with his job as a police officer.

B. The employee shall obtain the permission of the Borough before he obtain other employment.

C. Any employee who engages in outside employment without the express written permission of the Chief of Police shall be subject to discipline up to and including discharge.

ARTICLE XXV

MUTUAL COOPERATION PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the Borough's departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the officer's duties or employment), work stoppage, slowdown, walkout or other job action against the Borough.

C. The Association agrees that it will direct all such members who participate in such activities to cease and desist from same immediately and shall instruct them to return to work.

D. In the event of a strike, slowdown, walkout or other job action, the Borough is entitled to take appropriate disciplinary action.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough or the Association in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity or injunction or damages, or both, in the event of such breach by the Association or its members, or the Borough.

F. No lockout of employees shall be instituted by the Borough during the term of this Agreement.

**ARTICLE XXVI**

**CONTINUATION OF BENEFITS**

All benefits and terms and conditions of employment presently enjoyed by employees hereunder that have not been included in this contract shall be continued in full force and effect.

**ARTICLE XXVII**

**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXVIII**

**MEETINGS**

A. All officers will be required to attend without compensation, two (2) meetings or inspections per year totaling a maximum of not more than two and one-quarter (2-1/4) hours per year so long as there is at least five (5) days advance notice and the meetings are between 3:00 p.m. and 5:00 p.m., Monday through Friday. Meetings will not be scheduled during the months of December or January. Persons on bereavement, vacation, sick leave or other absence pre-approved by the Chief in his sole discretion are excluded.

B. Exclusive of Paragraph A, employees shall receive overtime pursuant to Article VII of this Agreement for any departmental meetings held.

**ARTICLE XXIX**

**WORK-INCURRED INJURY**

A. Where an employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the employer.

B. The employee shall be required to present evidence by a certificate of a respectable physician that he is unable to work and, the Mayor and Council, may reasonably require the said employee to present such certificates from time to time.

C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the Borough to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

D. For the purposes of this Article, injury or illness incurred while the employee is attending a Borough sanctioned training program, shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to any injury on duty, the parties agree to be bound by the decision of an appropriate workers' compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

F. An injury on duty requiring time off for treatment or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties. However, the Borough and the employee shall attempt to arrange the employee's work schedule so that any such treatment or rehabilitation occur during the employee's off-duty hours.



## ARTICLE XXX

### FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. 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.

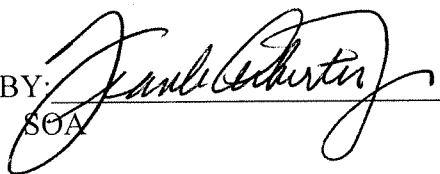
**ARTICLE XXXI**

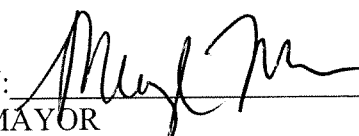
**TERM AND RENEWAL**


**THIS AGREEMENT** shall be in full force and effect as of January 1, 2003 except where another date is indicated in this Agreement and shall remain in effect to and including December 31, 2006 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

**Superior Officers Association of  
PBA LOCAL NO. 64**

**BOROUGH OF HIGHLAND PARK  
MIDDLESEX COUNTY, NEW JERSEY**

BY:   
SOA

BY:   
MAYOR

  
SOA

  
BOROUGH CLERK

DATED: 1/24/05

DATED: 1/18/05