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PREAMBLE

THIS AGREEMENT entered into this day of , 2004 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 **PBA LOCAL NO. 64**, hereinafter called the Association, represents the complete and final understanding on all bargainable issues between the Borough and the Association.

ARTICLE I
RECOGNITION

A. The Borough hereby recognizes the Association 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 job titles are Sergeant, Detective and Patrolman.

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. Unless otherwise designated, the President of the Association shall be the bargaining agent for the Association.

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 PBA nor shall any member of the bargaining unit, without specific authority by the PBA, meet with the representative of the Borough for the purpose of collective bargaining between the parties without prior notification to the PBA and the Borough of such meeting and without the presence at such meeting of a representative of the PBA designated by the President of the PBA 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 PBA 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 the 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 Borough shall grant time off without loss of pay for no more than eighteen (18) days per year to the Legislative State Delegate of the New Jersey State PBA or his designee to attend monthly state, county conferences, Local No. 64 PBA and scheduled tri-county conferences meetings which require their attendance.

B. The President or his designee shall also be granted necessary time off not to exceed eight (8) days per year time off to conduct Association business as required by the Association. 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.

C. The Delegate and the President of the Association may exchange days between themselves so long as the total number of days per year taken off for PBA business by the Delegate and the President does not exceed a total of twenty-six (26) days. Such exchange of days does not require the approval of the Borough, however, the President and the Delegate must both submit a memorandum indicating their approval of the exchange of the day at the same time that the request for the day is submitted.

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

1. 3 days Alternate 1 for PBA State Convention
2. 3 days Alternate 2 for PBA State Convention
3. 3 days - Superior Officer for PBA Convention

E. The shift taken off for PBA business must be the shift in which the PBA business takes place (as defined in paragraphs A, B & C above), or the shift the officer is

scheduled to work immediately prior to the time the PBA business takes place, or the shift the Officer is scheduled to work immediately after the PBA business takes place.

F. Officers of the Association shall be excused from duty without loss of pay to attend all 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.

G. The Borough shall permit not more than four (4) members of the Association 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 problem 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, or within ten (10) working days after the grievant or the Association knew, or should have reasonably known of the occurrence and an earnest effort shall be made to settle the differences between the aggrieved employee or the Association and Captain 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 no oral agreement can be reached within five (5) working days of the initial discussion with the Captain, the employee or the Association may present the grievance in writing within five (5) working days thereafter to the Police Chief. Either the employee, the Association or the Police Chief may require that the hearing be held within ten (10) working days after the presentation of the written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract of rules and regulations violated and the remedy requested by the grievant. The Chief of Police will answer the grievance, in writing within ten (10) working days of the receipt of the written grievance or within ten (10) working days after the date of the hearing if one is so held.

STEP THREE

If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Borough Administrator within ten (10) working days of receipt of the answer, if however, the Chief of Police fails to answer as described in Step 2, the Association may appeal in writing to the Borough Administrator within ten (10) days of when the answer should have been presented. The Mayor and Council shall be notified of the grievance by the Association representative providing a copy of the grievance to 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 (20) days of the submission of the appeal or within (20) days after the hearing, if one is so held.

STEP FOUR

If the grievance is not settled at Step One, Two or Three, either the Association or the Borough 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. Arbitration

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 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 or related grievances presenting a single issue 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 there under, 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 and the Association can proceed to the next step. 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 references to grievances dealing with the interpretation of 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, or before the Public Employment Relations Commission, or, with respect to suspensions of five days or less, before an arbitrator.

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 in case of emergencies as defined in N.J.S.A. 40A:14-134.

C. The present work schedule shall be continued in full force and effect, i.e., five (5) consecutive work days, followed by three (3) consecutive days off.

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.

F. There will be shift bid system for patrol officers and sergeants in the patrol division. Bids will be held twice per year, on or about 15th of October for the six-month period January through June and on or about the 15th of April for the six-month period July through December. Bids for prime vacation will be conducted to coincide with these shifts, on or about the 15th of December and on or about the 15th of June.

G. Bids shall be reviewed and shift assignments based on seniority, except

those officers with quantifiable skills shall be assigned at management's discretion.

H. Shifts will be staffed in number as determined by management. Management reserves any and all rights regarding the transfer and assignment of personnel.

I. Each officer shall attend two Training Days annually as scheduled by management. Training Days shall be eight hours in duration. Training conducted while on duty shall not count toward the two Training Days. There will be no compensation or comp time for these Training Days. Management retains the right to change days off to facilitate training, subject to notice.

J. Officers working the night shift shall comply with the following:

1. Management may alter assigned shifts for twelve court dates to be scheduled throughout the year for these officers. For those assigned dates, scheduled officers shall alter their shift and shall be available for court. Management retains any and all rights regarding scheduling these dates.
2. There shall be no comp or overtime for these shift adjustments.
3. For court appearances that fall outside normal shifts or altered shifts, officers shall be compensated with comp time at time and one-half (1 ½); said time shall be subject to the two-hour minimum.

K. Management may make temporary reassignments. When the situation causing the change has returned to normal, the officer(s) will be allowed to return to his shift bid position or assignment, or at the next regularly scheduled shift bid process, whichever is sooner.

L. Newly hired officers will participate in the shift bid process commencing one year (365 days) from the completion of their FTO program. If the officers year ends December 15th through January 15th, or June 15th through July 15th they shall participate in that shift bid process. Otherwise if the officer's year ends between shift bids they shall remain on one shift until the next bid process.

M. Management and PBA representatives will meet periodically to review the shift bid program. Issues will be discussed and ideas to solve issues will be presented. Any modification shall be in writing and subject to mutual agreement.

N. Management reserves all rights pertaining to day to day operations of the department.

ARTICLE VII

OVERTIME / COMPENSATORY TIME

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 defines 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 or forty (40) hours in a seven (7) day workweek.

D. Overtime shall be defined as including 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 scheduled.

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. When possible, all overtime duty shall be given on a rotating seniority basis, except when a situation arises where immediate manpower is needed.

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.

H. At the employees discretion overtime may be taken either as pay or in the form of compensatory time with the following conditions:

1. No greater than a bank of forty (40) hours of comp time may be accumulated by an individual employee. After 40 hours are accumulated, all overtime earned will be compensated in monetary pay.
2. Comp time may be fractured into half (½) hour blocks.
3. Comp time may be taken at anytime, including during a working tour of duty.
4. Comp time may not be carried over to the following year unless approved by the Chief of Police. Requests shall be made to the Chief in writing. All comp time, which is not used, may be carried over or converted into money. Under no circumstances can more than twenty (20) hours of comp time be carried over to the following year. However, under no circumstances can more than twenty (20) hours be converted into money during the month of December.
5. Compensatory time may not create a manpower shortage at the time requested.

6. All comp time accrued will be calculated at a rate of time and one half.

ARTICLE VIII
COMPENSATION

A. Effective January 1, 2003, a four (4) percent base salary increase.

<u>PATROLMAN</u>	<u>BASE SALARY</u>
1 st 6 Months	\$28,201.88
2 nd 6 Months	\$33,329.49
2 nd Year	\$41,918.95
3 rd Year	\$46,612.00
4 th Year	\$53,652.13
5 th Year	\$60,691.15
6 th Year	\$69,086.36
<u>SERGEANTS</u>	\$74,546.88

B. Effective January 1, 2004, a four (4) percent base salary increase.

<u>PATROLMAN</u>	<u>BASE SALARY</u>
1 st 6 Months	\$29,964.50
2 nd 6 Months	\$35,412.58
2 nd Year	\$44,538.88
3 rd Year	\$49,525.25
4 th Year	\$57,005.39
5 th Year	\$64,484.35
6 th Year	\$73,404.26
<u>SERGEANTS</u>	\$79,206.06

C. Effective January 1, 2005, a four (4) percent base salary increases.

<u>PATROLMAN</u>	<u>BASE SALARY</u>
1 st 6 Months	\$31,837.28
2 nd 6 Months	\$37,625.87
2 nd Year	\$47,322.56
3 rd Year	\$52,620.58
4 th Year	\$60,568.23
5 th Year	\$68,514.62
6 th Year	\$77,992.03
<u>SERGEANTS</u>	\$84,156.44

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

<u>PATROLMAN</u>	<u>BASE SALARY</u>
1 st 6 Months	\$33,827.11
2 nd 6 Months	\$39,977.48
2 nd Year	\$50,280.22
3 rd Year	\$64,353.74 \$55,909.36
4 th Year	\$68,514.62 \$64,353.74
5 th Year	\$72,796.79
6 th Year	\$82,866.53
<u>SERGEANTS</u>	\$89,416.22

E. Pay increases for 2nd, 3rd and 4th year Patrolman shall be payable on each succeeding anniversary of the initial date of entry on duty as manifested by the administration of the officer's oath of office.

F. In addition to the foregoing salaries there shall be paid the following amounts as a

shift differential: Fifty cents (\$.50) per hour on the night shift only, as hereinafter defined, for time actually worked during said night shift and which amount shall be payable monthly.

G. 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.

H. The Salary Scale, set forth above in Article VIII Paragraph A, shall include an equity, one-time base salary adjustment of one and a quarter (1 1/4) percent, effective January 1, 2003.

ARTICLE IX

LONGEVITY

A. Each officer, hired prior to January 1, 2004, 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):

<u>YEARS OF SERVICE</u>	<u>INCREMENT OF BASE PAY</u>
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%

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, in addition to the salary set forth in Article VIII.

B. Each officer of the Police Department, 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 B, C and D, shall include one time base salary adjustments of two and a quarter (2 1/4) percent, effective January 1, 2004, January 1, 2005 and January 1, 2006.

ARTICLE X

VACATIONS

A. Annual vacations shall be granted as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS</u>
	<u>(Working Days)</u>
Hire Date to end of First Year	½ day for each month of service
Beginning Second Year through End of Fifth Year	10 working days
Commencement of 6 th Year	11 working days
Commencement of 7 th Year	12 working days
Commencement of 8 th Year	13 working days
Commencement of 9 th Year	14 working days
Commencement of 10 th Year	15 working days
Commencement of 11 th Year	16 working days
Commencement of 12 th Year	17 working days
Commencement of 13 th Year	18 working days
Commencement of 14 th Year	19 working days
Commencement of 15 th 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 of the schedule. For example, if an officer is between twelve (12) and thirteen (13) days vacation for the calendar year, the employee will enjoy twelve and one-half (12-1/2) days for that calendar year

D. Two (2) members on the same squad shall be permitted to take vacation leave at the time subject to approval by the Police Chief.

E. Officers shall be required to notify the Chief of Police or his designee on or about the 15th of December for the first six (6) months of the next calendar year, and on or about the 15th of June for the second six (6) months of the year for which he is requesting his primary vacation. The officer's primary vacation period shall consist of a combination of one (1) day up to ten (10) days consecutive and inclusive. Conflicts will be resolved by seniority. Work schedules, of six (6) month duration, will be posted thirty (30) days prior to submission deadline. 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. After June 1, vacation selection shall be on a first-come-first-served basis.

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

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

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

I. 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 that January 31st of the year following the year the vacation time was earned. A maximum of five (5) vacation days may be carried to the following year with the Chief's approval.

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

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

for personal days not used.

3. Officers desiring to take a personal day shall give forty-eight (48) hours advance notice in writing to the Chief of Police, if possible.

ARTICLE XI

HOLIDAYS

Effective January 1,2003, holiday pay is included in base salary as set forth in Article VIII, Paragraph A.

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 1. The Borough will provide a prescription drug program (with a three dollar (\$3.00) co-payment provision) for members of the Association and their families.

2. As soon as practicable after the signing of this Agreement, the prescription drug program will be revised to provide a six dollar (\$6.00) co-payment provision.

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 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. Employee shall be charged day for day 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 day absent, one sick day shall be charged for each day absent. For the 16th day and thereafter, each day absent shall be deducted at the rate of 1/3rd 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 1/3rd (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 that second calendar, the officer will start the day for day then 1/3-day cycle again for a new total of 56 days

4. When the full 56 days are not used for along term illness or injury (there is a balance of 1/3rd days after returning to work) during a calendar years, and the officer has another long term illness or injury during the remainder of that year, the balance of 1/3rd 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 1/3rd rate (25 days deducted) during the early part of the year. This leaves a balance of 31 days. If that officer is out again later that calendar year for another long-term illness or injury, the 1/3rd deduction will begin on the 16th 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 twenty (20) year, twenty-two (22) year, twenty-five (25) year and thirty (30) year maximum 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
30	Sixty (60) 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 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, wake or memorial service 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 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 of five (5) consecutive work days of the date of death, the funeral, wake 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. Employees in their first year of service shall receive clothing and equipment pursuant to the Borough's past practice.
- B. Employees in the second year step, hired after January 1, 2004, shall receive \$850.00 included in base pay as shown in Article VIII, Paragraph A. All other employees hired prior to January 1, 2004 shall receive \$850.00 included in base pay as set forth in Article VIII
- C. Clothing lost, destroyed or damaged by the negligence of the employee shall be replaced by the employee at his own expense.
- D. A schedule of permissible equipment, clothing, etc., will be issued by the Chief of Police.
- E. The Borough will provide bullet proof vests at no cost to the officers, pursuant to the Borough's past practice.

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 department 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 Attorney General's Guidelines are incorporated herein and the following rules are hereby adopted:

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

2. The interrogation 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 PBA 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 PBA 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 PBA 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 PBA, if they so request, to consult with counsel and/or their PBA representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the PBA, which shall not delay the interrogation beyond one (1) hour for consultation with this PBA 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 employees 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.

13. If the investigation of any complaint against an officer by a citizen indicates that the complaint was false or malicious, the Police Department shall charge said complainant under NJS 2C:28-4b(2).

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 the 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 designate one (1) bulletin board exclusively for the use of the Association for official business. Matters to be posted must be expressly approved prior to posting by the PBA President or his designee.

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

ARTICLE XXII

MUTUAL AID

A. Officers, while rendering aid to another community while acting under lawful authority beyond the Borough's territorial limits, shall be covered by Workman's Compensation and 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 workman'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. Officers so desiring outside employment shall provide an emergency phone contact.

ARTICLE XXV

MUTUAL COOPERATION PLEDGE

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

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 the 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 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 member, 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 employees 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. In the event any provisions of this Agreement or an application of this Agreement to any employee or group of employees is determined invalid as set forth above, the parties agree to meet within a reasonable period of time to renegotiate provisions replacing said invalid provisions.

ARTICLE XXVIII

REPRESENTATION IN LIEU OF DUES

A. Purpose of Fee

If an officer covered by this Agreement does not become a member of the PBA during any membership year (i.e., for January 1st to the following December 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the PBA as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the PBA will notify the Borough in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members for the membership year. The representation fee to be paid by non-member will be equal to 85% of that amount.

2, Legal Maximum

In order to adequately offset the per capita cost of services rendered by the PBA as the majority representative, the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law.

C. **Deduction and Transmission of fee**

1. **Notification**

Once during each membership year covered in whole or in part by this Agreement, the PBA will submit to the Borough a list of those employees who have not become members of the PBA for the then current year. The Borough will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

2. **Payroll Deduction Schedule**

The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the Borough; or
- b. Twenty (20) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Borough in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

3. **Termination of Employment**

If an employee who is required to pay a representation fee terminates his

or her employment with the Borough before the PBA has received the full amount of the representation fee to which it is entitled under this Article, the Borough will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. **Procedures**

Except as otherwise provided in this Article, the procedures for the deduction of representation fees and the transmissions of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

5. **Changes**

The PBA will notify the Borough in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, within thirty (30) days of the change occurring and such changes will be reflected in any deductions made more than ten (10) days after the Borough received said notice.

6. **New Employees**

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the PBA, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. The PBA agrees to establish and maintain a “demand and return” system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the “pro-rata share”, if any, subject to refund in accordance with the provisions of N.J.S.A. 34:1A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the PBA. Such proceedings shall provide for an appeal by either the PBA or the employee to the review board established for such purpose by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

E. The PBA shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards as furnished by the PBA to the Borough or in reliance upon the official notification on the letterhead of the PBA and signed by the President of the PBA, advising of such changed deduction.

ARTICLE XXIX

MEETINGS

A. All officers will be required to attend, 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 conducted one hour prior to or after or at the shift change. 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 XXX

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 benefits accruing under the provisions of the Worker's 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 purpose 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 therefore, 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 occurs during the employee's off-duty hours.

ARTICLE XXXI

FULLY BARGAINED PROVISIONS

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

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 XXXII

HEALTH AND SAFETY

The Borough is responsible for maintaining a healthful and safe work environment. The Borough will make all reasonable efforts to maintain its facilities in accordance with health and safety objectives, including providing reasonable temperature and humidity levels in all police department facilities.

ARTICLE XXXIII
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 of 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.

PBA LOCAL NO. 64

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

BY: _____

BY: _____

PBA PRESIDENT

MAYOR

PBA DELEGATE

BOROUGH CLERK

PBA RECORDING SECRETARY

DATED: _____

DATED: _____

