

Contract no 1464

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A G R E E M E N T

BETWEEN

BOROUGH OF SOUTH RIVER
MIDDLESEX COUNTY, NEW JERSEY

and

SOUTH RIVER P.B.A. LOCAL 62

January 1, 1991 through December 31, 1992

LAW OFFICES OF

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PREAMBLE

This Agreement, made this 8th day of April , 1992 by and between the Council of South River, New Jersey, hereinafter referred to as the "Borough" or "Employer" and South River POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL No. 62, hereinafter referred to as the "Association" or "P.B.A." is designed to maintain and promote a harmonious relationship between the Borough of South River and such of its employees who are within the provisions of this Agreement in order that more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION

Section 1. The Employer hereby recognizes the Association as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 2, herein, for the purpose of collective bargaining and all activities and processes relative thereto.

Section 2. The bargaining unit shall consist of all Patrolmen, Sergeants, Lieutenants, and Captains of the Police Department of the Borough of South River, New Jersey, now employed or hereafter employed. For the purposes of this Agreement the terms police officer, employee or employees shall refer to all members of the bargaining unit as defined herein.

Section 3. This Agreement shall govern all wages, hours and other terms and conditions of employment herein set forth.

Section 4. This Agreement shall be binding upon the parties hereto, and their successors.

ARTICLE II
GRIEVANCE PROCEDURE

Section 1.

Definition:

A "Grievance" is an alleged violation, interpretation, or application of the agreement, policies, and administrative decisions that affect an employee, group or employees or the P.B.A.

Section 2.

Step 1.

A grievance must be filed in writing with the Chief of Police within five (5) days of the occurrence or within five (5) days when the employee first should have been aware of the occurrence.

If the grievance is a "class action" grievance, that is a grievance between management and the P.B.A. as a whole, the P.B.A. will have thirty (30) days from the occurrence or when it should have reasonably known of the occurrence, in which to file its grievance.

The Chief shall have five (5) working days from the presentation of a personal grievance in which to render his decision. Such decision shall be in writing. The Chief shall have fifteen (15) working days to respond in writing to a class action grievance.

Step 2.

If the employee or P.B.A. is not satisfied with the Chief's response, or if no response is received within the appropriate time limit the grievance may be submitted to the Borough Administrator. The Borough Administrator shall have ten working days in which to render his decision in writing from the conclusion of the presentation of the grievance.

Step 3.

If the employee or P.B.A. is not satisfied with the Borough Administrator's response, or if no response is received within the appropriate time limit the grievance may be submitted to the Borough Council. A grievance hearing shall take place before the Council, in closed session unless the individual grievant has requested an open public meeting, in writing. Parties to the grievance shall include the grievant, P.B.A. officials, and their designated representatives. The Council shall have ten (10) days in which to respond in writing setting forth its decision and reasons.

Step 4.

If the matter is unresolved at level or step 3, or if no answer is received within the appropriate time limit, the grievance may be submitted to binding arbitration in accordance with the Arbitration clause of this Agreement.

Section 3.

Miscellaneous

All written decisions shall contain the reasons set forth therein.

An employee shall be informed by management that he has the right to representation before questioning by the employer which may lead to discipline of employee.

ARTICLE III

ARBITRATION

Section 1. Any grievance or other matter in dispute involving the interpretation or application or the provisions of the Agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. The party demanding arbitration shall request the New Jersey Public Employment Relations Commission or the new Jersey State Board of Mediation to appoint an arbitrator to hear the arbitration in the manner set forth in Rules or Regulations of either such agency.

Section 3. The decisions of the Arbitrator shall be in writing, and shall include the reasons for such finding and conclusion.

Section 4. The decisions of the Arbitrator shall be final and binding on the Association, grievant and the Employer. The Arbitrator appointed hereunder shall have the authority and power to interpret and apply the provisions of this Agreement. He shall have no power to change or modify any of the express obligations of the party under this Agreement.

The cost of the services of the Arbitrator shall be borne equally by the Employer and the Association. All other expenses

incidental to the Arbitration shall be paid by the party incurring same.

ARTICLE IV
EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123 Public Laws 1975, the Council hereby agrees that every employee of the council shall have the right freely to organize, join and support the P.B.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body the Council undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitutions of New Jersey or the United States; that it shall not discriminate against any employee with respect to wages, hours, or any terms and conditions of employment by means of his membership in the P.B.A. and its affiliates, his participation in any activities of the P.B.A., its affiliates, collective negotiations with the Council or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Statutes, the Constitutions of New Jersey and the United States, or other applicable laws and regulations. The rights

granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any employee advantage, or given an adverse evaluation of his services without just cause. Any such action asserted by the Council, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Required Hearings

Whenever any employee is required to appear before the Council or any committee, member, representative, thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, rank, employment, salary, or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the P.B.A. or its designee present to advise him and represent him during such meeting.

E. Criticism of Police Officers

Any criticism by a supervisor, administrator, or Council member of a police officer shall be made in confidence and not in the presence of other employees (with the exception of the employee's representatives), members of the general public, or at other public gatherings.

ARTICLE V
BILL OF RIGHTS

Section 1.

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

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

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

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

3. The questioning shall be reasonable in length. Reasonable respites shall be allowed.

4. There will be no "OFF THE RECORD" questions.

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

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

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

8. Nothing contained herein shall grant employees any more rights than an ordinary citizen.

ARTICLE VI

P.B.A. RIGHTS AND PRIVILEGES

A. Information

The Council agrees to furnish to the P.B.A. in response to reasonable requests from time to time all available information concerning annual and/or interim financial reports, budgets and audits, register or personnel, agendas and minutes of all Council meetings, census data, individual and group health insurance premiums and experience figures, together with information which may be necessary for the P.B.A. to process any grievance or complaint or any public records required to be made available under the "Right to Know" law at a cost per copy as established by the Borough ordinance or state statute.

B. Released Time for Meetings

Whenever any representative of the P.B.A. or any other employee covered by this Agreement participates during working hours in negotiations or grievance proceedings, he shall suffer no loss of pay or any other contractual benefit to which he is entitled, such as vacation time or personal leave, etc. . It should be understood that only one employee per shift shall attend negotiation.

C. Use of Municipal Facilities

The P.B.A. and its representatives shall have the right to use the Municipal Facilities at all reasonable hours for

meetings. The Manager or his designee shall be notified of and approve in advance the time and place of all such meetings.

D. Bulletin Boards

The P.B.A. shall be designated adequate space on all official bulletin boards that may service notice to anyone covered by this Agreement.

E. Leave Time for the P.B.A. President

The Council shall grant two (2) hours of release time with pay each work week to the president of the Local P.B.A. during his term of office. Such time shall be used to conduct P.B.A. business and shall not be infringed upon in any means by the Borough.

F. Representatives to the State P.B.A.

The P.B.A. state delegate is to receive at least the minimum statutorily guaranteed days with pay to attend authorized state, county, tri-county meetings, workshops, and the P.B.A. state convention. The delegate shall provide 24 hours notice to the Chief of Police informing him of his planned attendance. This article shall not limit any additional rights as may be construed by state law.

G. Exclusive Rights

The rights and privileges of the P.B.A. and its representatives as set forth in this Agreement shall be granted only to the P.B.A. as the exclusive representative of all employees contained within the bargaining unit.

H. The P.B.A. and its representatives shall have the right to attend all meetings and hearings whose outcome could affect the negotiable terms and conditions of this Agreement except as provided by the Sunshine Law.

I. Any employee who does not want P.B.A. representation concerning an investigation under Article 5 must sign off in writing to that fact. The Town will provided form to the individual employee. Such a form shall be provided to the P.B.A.

ARTICLE VII

DUES CHECK-OFF - REPRESENTATION FEE

A. Dues Check-Off

The Borough shall cause to be deducted from each members' regular pay, such amounts as may be certified by the P.B.A. as the current dues for maintenance, in good standing, as a member of the P.B.A. The P.B.A. shall present proper check-off authorization filled in by the employee and delivered to the employer. Any employee not authorizing said check-off shall be affected by the Representation Fee article of this Agreement.

B. Purpose of Fee

If a member of this bargaining unit does not become a member of the Association during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to this Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

C. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Borough Manager in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership

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 aforementioned non-member list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) Ten (10) days after receipt of the aforementioned non-member list by the Business Administrator; or

(b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in non-bargaining unit position and then became covered by this Agreement or was laid off, in which event the deductions will begin with the first paycheck paid to said employee after the resumption of the employee's employment in a bargaining unit position.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment, for any reason be it resignation, layoff, retirement, dismissal, or any other cause, before the Association 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. Mechanics

year. The representation fee to be paid by nonmembers will be equal to 85% of that total amount.

2. Legal Maximum

In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change. Should the maximum amount to be decreased by law, the Association would have the final say as to whether or not to implement the fee or remove the article.

D. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Borough manager a list of those employees who have not become members of the P.B.A. for the then current membership 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 Association.

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues. The Borough will, however, indicate in those records transmitted to the Association which moneys are from dues and which moneys are receipts from the representation fee.

5. Changes

The Association will notify the Business Administrator in writing of any changes in the list of non-members provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Manager received said notification.

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 Association, a list of all new 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.

7. Indemnification

The P.B.A. 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 the official written representations submitted by the P.B.A. to the Borough.

ARTICLE VIII

DISCHARGE OR SUSPENSION

Section 1. No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with and except as modified by the provisions hereinbefore set forth entitled "Grievance Procedure" and "Arbitration."

ARTICLE IX

DISCRIMINATION AND COERCION

Section 1. There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the Association or against the employees represented by the Association because of membership activity in the Association. There shall be no discrimination or coercion by the Association or any of their agents against any employee covered by this Agreement because of membership or non-membership in the Association. Nor shall the Employer discriminate in favor of, or assist, any other labor or police organization which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees. Neither the Employer nor the Association shall discriminate against any employee because of race, color, creed, sex, age, or national origin. The Employer will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

ARTICLE X

EMPLOYEE TRAINING

When the Borough determines, in the exercise of its discretion, that specialized employee training is desirable and/or appropriate, it shall, where possible, endeavor to distribute such training on an equitable basis within each bureau of the Department. The cost of all training which is required by the Borough shall be borne by the Borough. The Borough reserves the right to assign a suitable Borough vehicle for the purpose of transportation to and from assigned training sessions and other in-service schools.

ARTICLE XI

ACCESS TO PERSONNEL FILES

A. An employee shall upon verbal request to the Personnel Department, have an opportunity to review his or her personal folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation or any evaluation of his or her work performance or conduct prepared by the Borough during the term of this Agreement. They shall be allowed to place in such file a response of reasonable length to anything contained therein.

B. A copy of any written evaluation of work shall be provided to the employee. Evidence of receipt of same shall be the signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon. The employee shall have the right to attach a response to the evaluation. If the employee avails himself of this right - said response shall be considered the end of the evaluation process thereto concerned.

C. In Paragraphs A and B, the employee shall have thirty (30) days to submit a written response after receiving notice or finding that such document exists in his file.

ARTICLE XII

MUTUAL AID

Section 1. Employees while rendering aid to another community, at the direction of their superiors, shall be covered by Worker's Compensation and liability insurance and pension as provided by State Law.

Section 2. The Borough shall not require employees covered by this Agreement to work in other communities whose policemen are engaged in a job action, that is, the employees covered by this Agreement shall not be required to engage in strike breaking activities. This will not preclude the use of personnel of the Borough of South River to assist another community under emergent conditions when so requested by another community. This provision is subject to and modified by the New Jersey Civil Defense Act and the rules and regulations promulgated thereunder. The Borough shall not be required to violate any applicable statutes or court decisions.

ARTICLE XIII

WORK SCHEDULE AND OVERTIME

Section 1. All employees covered by this Agreement shall work an eight (8) hour tour of duty. Said employee shall not be scheduled or assigned to work for more than eight (8) hours in any twenty-four (24) hour period. Any violation or additional work performed beyond the terms set forth herein shall be considered overtime and shall be compensated in accordance with the language forthcoming. Any change in a Patrol Division Officer's schedule shall not take place without five days notice. The penalty for failure to meet the five day requirement shall be 1-1/2 x salary for all days under five.

Section 2. Any employee working beyond his normal eight (8) hour tour shall be compensated at the rate of time and one-half (1-1/2) his normal salary for all additional time worked. Any employee schedule or assigned to work a short swing, that is a second tour of duty without the contractual sixteen (16) scheduled hours between shifts, shall be compensated at the rate of one and one-half (1-1/2) his normal rate of pay. (This off time is to be calculated by the employee's normally scheduled eight (8) hour shift and will not apply if the employee worked overtime on the closing end of his prior shift. This covers short swing determination only, and shall not cover voluntary swaps.)

Section 3. Effective upon the signing of this Agreement, all court time outside of the employee's work day inclusive of Juvenile

Conference Committee shall be compensated at time and one-half the employee's base hourly rate with a two hour minimum guarantee.

Section 4. When it becomes necessary for personnel to be called out on emergency such personnel shall be compensated at time and one-half the employees base hourly rate with a two hour minimum guarantee.

ARTICLE XIV

SALARY AND LONGEVITY

A. Salary Guides

<u>Rank</u>	<u>1/1/91-3%</u>	<u>7/1/91-1%</u>	<u>1/1/92-5%</u>
Captain	42,164	42,585	44,715
Lieutenant	41,324	41,737	43,824
Sergeant	39,298	39,691	41,675
Patrolman			
4th yr.	36,928	37,297	39,162
3rd yr.	33,393	33,727	35,413
2nd yr.	29,856	30,154	31,662
1st yr.	26,322	26,585	27,914
start	22,785	23,012	24,163

B. In addition to salaries, members shall receive longevity as follows:

1. Less than five years of service 0
2. From five (5) years through ten (10) years of service 4%
3. From ten (10) years through fifteen (15) years of service 5%
4. From fifteen (15) years through twenty (20) years of service 6.5%
5. Twenty (20) or more years service 7%

Longevity shall be included in the base salary for the purpose of calculating pension benefits.

ARTICLE XV

VACATION

Vacation allotment shall be granted at the start of each year listed.

<u>At the start of</u>	<u>Amount of Working Days</u>
6 months - 1 yr.	1 working day per month not to exceed 5 days.
1st year plus 1 day - 5th year	10 working days
5th year + 1 day - 10 year	15 working days
10th year + 1 day	20 working days
Each year thereafter, one (1) additional vacation day for each completed year of service up to 25th year.	21 days etc. up to a maximum of 35 days.

ARTICLE XVI

HEALTH AND LIFE INSURANCE

Section 1. The Employer agrees to pay 100% of the cost of the following insurances and programs for employee and his family:

A. Blue Cross/Blue Shield, Major medical plan (1420 series) at least equal to the State Health Benefits Program, upon implementation by the state.

B. A self-insured/or private prescription plan with a two (\$2) dollar co-pay, which shall be full family coverage.

Section 2. The employer agrees to pay the full cost of a term group life insurance policy for each employee covered by this Agreement, in an amount no less than Five Thousand and 00/100 (\$5,000) Dollars.

C. The Borough shall contribute up to \$300 per employee towards a dental plan chosen by the Borough.

D. Any police officer who has retired with 25 years of service or more and who is at least 45 years of age shall receive Borough paid health insurance and starting January 1990 Borough paid prescription plan (not dental) in existence at retirement and such coverage shall continue until medicare eligibility commences so long as said retired officer shall not receive such a benefit from any employment in which said officer may engage subsequent to retirement if no other family member has such coverage. Such policy shall be in conformance with Resolution #1987-465.

E. The Borough retains the right to change insurance carriers or institute a self insurance program so long as the same or substantially similar benefits are provided.

ARTICLE XVII

SENIORITY

Section 1. Traditional principles of seniority shall apply to employees covered by this agreement as to selection of vacation period and compensatory days off, and reductions in force. Seniority is defined to mean the accumulated length of service with the Department, computed from the date of Appointment. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for bona fide illness.

ARTICLE XVIII

HOLIDAYS

Section 1. The following shall be considered legal holidays during the term of this agreement:

New Year's Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day

Veteran's Day (Traditional)

Thanksgiving Day

Christmas Day

Employee's Birthday

The Borough shall observe the above mentioned holidays and in addition thereto, the Mayor may, by executive order, decree such additional holiday periods he deems appropriate. If birthday falls on scheduled work day and manpower prohibits taking off day, day off will be granted at first available day or may be added to vacation time at discretion of employee. If birthday falls on a scheduled holiday or day-off, it shall be treated as above. All holidays set forth above shall be observed on the day of

traditional celebration of the holiday as opposed to the legal observance fixed for celebration of holidays by either the state or federal government.

Section 2. Any employee required to work on a holiday shall be paid at the rate of 2 times his regular rate of pay for the first 8 hours. Any employee required to work any and all overtime on a holiday shall be compensated at 2-1/2 times his regular rate of pay for such hours worked.

Section 3. An employee may have the option of carrying his compensatory time into the next year, or he may cash in his remaining compensatory time at his current daily rate of pay. Each day will be credited on a one day saved--one day pay rate. The employee shall notify management by November 1st of his intent and shall receive payment, if he so chooses, no later than December 1st of the same year. No employee shall be permitted to cash in more than 24 hours of compensatory time off at any given time.

Section 4. The Employer also grants a fourteenth (14th) paid holiday for members of the unit which shall be designated as a floating holiday and shall be taken at the discretion of the employee as a personal day.

Section 5. All holidays shall be paid in the next pay period following holiday. Holiday pay shall be included in the base pay.

Section 6. Police officers permanently assigned to administrative or service assignments within the police department shall receive all recognized holidays as provided herein as days off, provided the holiday falls on their scheduled work day.

ARTICLE XIX

SICK LEAVE

A. Sick leave may be used for personal illness, or in the event of quarantine, pregnancy and related illness, or for accidental injuries unrelated to employment with the Employer. Sick leave may also be used for illness of a person in the employee's family upon written request to and approval by the Chief of Police or designee. Upon the Employer's request, the employee shall provide verification of illness in the employee's family.

B. An employee must pay own expenses for treatment they choose to avail themselves, but not a medical report or examination requested by the Employer, except as hereinafter provided. An employee who has been absent on sick leave for five (5) or more consecutive work days or fifteen (15) or more total work days in a twelve (12) month period may be required to submit medical evidence substantiating the illness at employee expense. In addition, the Employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. The Employee shall pay for the proof of illness if he or she is absent on five (5) or more similar days that contribute a pattern of possible sick leave abuse. Abuse of sick leave shall be cause for disciplinary action.

C. During protracted periods of illness or disability of an employee, the Chief of Police may require interim reports on the condition of the patient at weekly or bi-weekly periods from the personal physician and/or a Borough medical physician at Employer

expense. When under medical care, employees are expected to conform to the instructions of the current attending physician if they wish to qualify for salary payment during such period of illness or disability.

D. No employee shall be allowed to work and endanger the health and well-being of himself/herself or other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Borough Administrator may direct the employee to the Borough physician at Employer expense.

E. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care, fails to carry out orders of the current personal physician, unless the employee immediately changes his or her personal physician.

2. When in the opinion of the Borough medical physician the employee is ill or disabled because of deliberate self-imposed contributory causes except mental illness, drug addiction and alcohol addiction.

3. When an employee does not report to the Borough physician without justification.

F. The recommendation of the Borough medical physician as well as those of the attending physician, as to the justification for the absence from duty on account of disability, light duty, illness or the fitness of the employee to remain at or return to duty shall be considered by the Borough Administrator. The Borough Administrator shall in such cases where there is a difference of

professional opinion between the Borough physician and the employee's personal physician, require the employee to submit to an examination by a third doctor. The third doctor shall be chosen by the Borough and employee physician at Employer expense.

G. Sick leave shall not be allowed for ordinary dental care, nor for any other professional service that may be normally scheduled by the employee with his or her professional during the employee's regular time off.

H. If an employee is absent from work for reasons that entitle him/her to sick leave, the Chief or shift commander or his designated representative shall be notified as early as possible, but not later than one-half (1/2) hour prior to the start of the scheduled work shift from which he/she is to be absent, except in the event of an emergency. Failure to so notify may be cause for denial of the use of sick leave for the absence and may constitute cause for disciplinary action after the second occurrence in a calendar year. An employee who is absent for five (5) consecutive days or more without reasonable justification and who does not notify the Borough Administrator or his designee will be subject to dismissal.

I. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

J. Any employee who calls in sick and engages in outside employment without previously notifying the Borough Administrator or his designee may be subject to discipline including discharge.

The Borough Administrator shall not be arbitrary and capricious in denying employment during the employee's work day.

K. Any employee who engages in outside employment while on sick leave shall previously advise the Borough Administrator or designee in writing of such employment. The Borough retains the right to utilize the employee for light duty.

L. In the event an employee shall leave work due to sickness after having reported for regular daily work, the time remaining on the employee's regular work day shall be charged to the employee as sick time to the nearest hour.

M. When an employee's employment is terminated for any reason whatsoever except for good cause and this employee is rehired within one (1) year, the employee shall be immediately credited with all prior accumulated sick leave, however, no sick leave shall be granted for the period the employee was not employed. Upon return to work an employee shall commence accruing sick time.

N. Upon request within two (2) working days, the Employer shall furnish to an employee a written record of the employee's sick days used, sick days unused and total accumulated unused sick days.

O. Employer may schedule medical examinations for all employees annually or more frequently if reasonably required at the sole cost and expense of the Employer.

P. Employees must have been employed six (6) months before eligible for sick leave benefits under this Article. Thereafter,

sick leave shall be accumulated at the rate of one and one-sixth (1-1/6) days per month. When sick leave is required, a fraction of a day in total accumulation shall be considered as a full day allowable. Said sick leave is cumulative and if not used in one (1) year may be accrued from year to year and be available when required.

Q. Absence from work caused by accidental injury shall be excluded in the calculation of sick leave.

R. Each department head shall be required to furnish the Borough Treasurer accurate information semimonthly, endorsed on the payroll sheets or on other memoranda annexed to the payroll sheets, of the number of days an employee is absent because of illness.

S. The Borough Treasurer is hereby authorized and empowered to pay employees their full compensation during any absence caused by illness within the limits hereinabove set forth but shall be without authority to pay any such compensation beyond the maximum of fourteen (14) days in any one (1) calendar year as herein set forth. Payment of compensation for sick days beyond the maximum of fourteen (14) days in any one (1) calendar year can only be authorized by the Borough Personnel Director.

T. In determining the amount of sick leave allowable to each employee, the number of days of sick leave taken since January 1, 1947, shall be deducted.

U. When an employee leaves the employment of the Borough for any reason whatsoever and is rehired within three (3) month's period, prior accumulated sick leave will continue; however, no

sick leave shall be granted for the period absent from Borough employ. If an employee is rehired after a three-month period has elapsed, sick leave accumulation shall commence as of the date permitted under Paragraph P as for all new employees.

V. Each employee will be permitted to accumulate sick leave, to be paid upon death or retirement as follows:

1. The right to accumulate sick leave shall be effective only for employees who have completed working the year 1978 or who were hired during 1978 and worked through December 31, 1978.
2. The accumulation of sick leave shall begin with sick days accrued during the calendar year 1978. All sick leave utilized shall be first deducted from sick days most recently obtained.
3. Sick leave may be accumulated up to ten percent (10%) accumulated sick leave, but not exceed two thousand dollars (\$2,000).
4. For all sick leave accrued by any employee prior to January 1, 1978, an employee shall be eligible to be paid on a basis of one (1) sick day for every six (6) sick days accrued.

W. All employees hired subsequent to October 1, 1980, shall be entitled to sick-day benefits as set forth herein, but shall also be limited to a maximum of sixty (60) accumulated sick days.

ARTICLE XX

BEREAVEMENT LEAVE

Each employee shall be entitled to four (4) calendar days off for death in family which shall include spouse, child, parent, brother, sister, nephew, niece, and the parents, brother and sisters of the spouse, mother-in-law and father-in-law either from day of death or day of funeral. In addition, each employee shall be entitled to one (1) day of bereavement leave for the death of an immediate aunt or uncle or grandparent. Bereavement leave shall be paid leave for working days only. Reasonable verification of event may be required by the Borough.

ARTICLE XXI

PERSONAL DAYS

Each police officer shall receive five (5) personal days leave each year with pay. Said days shall be non-accumulative and may be taken in units of half or full days with the approval of the Chief or shift commander. A written notice of five (5) days shall be provided, however, such approval shall not be arbitrarily or capriciously withheld. Notice provision of five (5) days waived in cases of emergency with the approval of the Chief of Police, if available, Administrative Lieutenant, if available, or the shift commander.

ARTICLE XXII

CLOTHING ALLOWANCE

Section A. The Borough shall pay to each employee the sum of \$850 annually for the purpose of maintenance of uniforms, clothing and equipment. Payment shall be made the first pay period in April. The clothing allowance shall be prorated during the first and last year's service.

ARTICLE XXIII

MEAL AND MILEAGE ALLOWANCE

Effective upon the signing of this Agreement, the Borough agrees to provide a meal allowance of \$10.00 per day for required attendance at training schools if no meal is provided. Whenever an employee is required to utilize his personal vehicle in connection with Borough business, he shall be reimbursed at the rate of \$0.20 per mile for same.

ARTICLE XXIV

NO UNILATERAL CHANGES

The Borough agrees that there shall be no unilateral changes in the negotiable terms and conditions of this Agreement or in any other terms and conditions as may affect those covered by this Agreement.

ARTICLE XXV

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1975 in a good faith effort to reach agreement on all matters concerning the terms and conditions of police employment. Any Agreement so negotiated shall apply to all employees in the bargaining unit, be reduced to writing, be signed by the Council and the P.B.A. and adopted by the Council.

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 XXVI

SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXVII

COPY OF CONTRACT

The Borough agrees to supply each employee with a copy of this Agreement.

ARTICLE XVIII

EXISTING BENEFITS RULES AND REGULATIONS

Both the employer and the Association agree that all benefits, terms and conditions of employment relating to the status of members of the Association not covered by this Agreement as well as all rules and regulations in effect at the time of the execution of this Agreement, shall continue in effect notwithstanding the absence of any specific reference thereto in this Agreement.

ARTICLE XXIX

PROBATIONARY PERIOD

Section 1. All employees hired during the term of this Agreement shall serve a probationary period of one (1) year. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. An employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement.

Section 2. All employees promoted to new rank above Patrolman will serve a six (6) month probationary period before being made permanent. The Borough reserves the right to rescind such promotions for any reason during the probationary period. Employee shall receive base rate of pay for rank in which promoted to during the probationary period, but will revert to previous rate of pay in the event of rescinding such promotion.

ARTICLE XXX

MANAGEMENT RIGHTS

A. The Borough of South River hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular time.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Departments after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign, or retain employees in positions within the Borough.

5. To suspend, demote, discharge or take any other appropriate disciplinary actions against any employee for just cause according to law.

6. Nothing contained herein shall prohibit the Borough from contracting out any work.

7. To layoff employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

B. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A; 1-1 et seq. or any national, state or local ordinances.

ARTICLE XXXI

WORK INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours thereof to their Department Head or Supervisor.

ARTICLE XXXII

ACTING SUPERVISORY PAY

In the event that an employee in a lower rank is scheduled in a higher rank by the Chief of Police for a period of time that exceeds three (3) straight working days, that employee is entitled to be paid at the higher rank.

ARTICLE XXXIII

NO-STRIKE PLEDGE

A. Whereas the P.B.A. and its members do not enjoy the right to strike as may be traditionally defined and interpreted by law or judicial opinion, the P.B.A. will not encourage, sanction, or participate in or instigate any strike, sick out, or any other prohibited work stoppage during the duration of this Agreement. The P.B.A. further agrees that in the event of any non-sanctioned strike or work stoppage, it will actively encourage its members to honor this Article and return to their normal duties. It is understood that any individual(s) who may be charged with violating this Article shall be afforded all protection of the grievance procedure of this Agreement. Furthermore, while the P.B.A. agrees to the above without reservation, it and the Council recognize the legal responsibility of the bargaining agent (P.B.A. Local #127) to represent, without prejudice, any individual accused of violating this or any other Article heretofore agreed.

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

C. The Association shall not be held liable for unauthorized acts of unit employees provided that the Association will do everything in its power to prevent its members from participating in any strike, work stoppage, sick out, slow down, or other

activity aforementioned and ordering all who participate in such activity to cease and desist from the same immediately and return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

ARTICLE XXXIV

OUTSIDE EMPLOYMENT AND ACTIVITIES

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty.

B. It is understood that the full-time employees will consider their position with the Borough as their primary employment. Any outside employment or activity must not interfere with the employee's efficiency in his position with the Borough and must not constitute any conflict of interest.

C. All outside employment shall be listed with the Police Chief. The information provided to the Police Chief shall include the outside employee's name, address, and the Employer's name, address and the employee work schedule.

D. Any officer planning to engage in outside employment activity during his/her off duty hours may be permitted to wear regulation uniform with permission of the Chief of Police.

ARTICLE XXXV

FULLY-BARGAINED AGREEMENT

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 only executed by both parties.

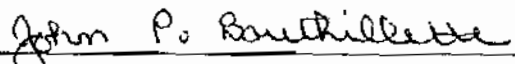
ARTICLE XXXVI

DURATION OF AGREEMENT

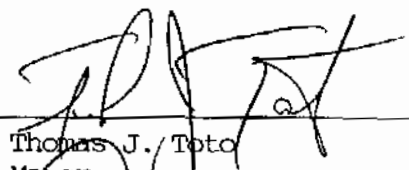
This Agreement shall be in full force and effect from January 1, 1991 through December 31, 1992.

FOR P.B.A. LOCAL #62

FOR THE BOROUGH OF SOUTH RIVER



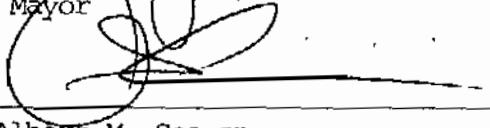
John P. Bouthillette
President, S. River PBA Local 62



Thomas J. Toto
Mayor



Gregory F. Boldizar
Secretary



Albert M. Seaman
Borough Clerk

RESOLUTION

WHEREAS, the Governing Body of the Borough of South River has reached an Agreement with the South River Police Benevolent Association Local 62 with regard to a final negotiated settlement of a new contract for the years of 1991 and 1992 between said union and the Borough of South River:

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the said agreement with the South River Police Benevolent Association Local 62 for the period of January 1, 1991 through December 31, 1992, is approved.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute the same on behalf of the Borough of South River.

DATED: APRIL 8, 1992

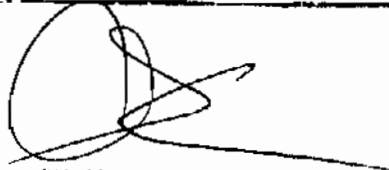
Fin
Talb
PBA.
File

/s/ _____
Councilman

/s/ _____
Councilman

CERTIFIED COPY OF THE ORIGINAL
FILED IN THE OFFICE OF THE
BOROUGH CLERK, SOUTH RIVER, N.J.

DATED: 4-9-92



ALBERT M. SEAMAN
BOROUGH CLERK