

Contract no 1434

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE BOROUGH OF HIGH BRIDGE AND THE
PBA LOCAL 188, BOROUGH OF HIGH BRIDGE UNIT

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ARTICLE ONE

GENERAL PURPOSE

1.1 - The general purpose of this Agreement is to promote the mutual interest of the PBA Local 188 and the citizens of the Borough of High Bridge.

ARTICLE TWO

RECOGNITION

2.1 - The Borough of High Bridge recognizes the PBA Local 188 as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for full-time police officers presently employed and hereafter employed by the Borough of High Bridge, including only:

Patrolman first class

Patrolman second class

Patrolman third class

Patrolman fourth class

Sergeant

2.2 - The Chief of Police is specifically excluded from the negotiating unit.

ARTICLE THREE

DEFINITIONS

3.1 - The term "Borough" shall mean the Borough of High Bridge, a Municipal Corporation organized and existing under the the Laws of the State of New Jersey.

3.2 - The term "negotiating unit" in this Agreement shall mean the bargaining unit as described in Article 2.

3.3 - The term "PBA Local" as used in this Agreement shall mean the Hunterdon County Police Benevolence Association

Local 188, the recognized majority representative for the negotiating unit.

3.4 - The term "Parties" when used in this Agreement shall mean the Borough and the PBA Local in its capacity as exclusive majority representative of the employees in the negotiating unit.

3.5 - The term "employee" as used hereinafter, shall be interpreted interchangeably with the term "police officer."

ARTICLE FOUR

SCOPE OF BARGAINING

4.1 - Good Faith, Terms and Conditions, Etc.

4.1.1 - The Borough and the PBA Local acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective negotiation. The Borough and the PBA Local have negotiated in good faith with respect to these subjects and the understanding and agreements arrived at by and between the parties after the exercise of that right are set forth in this Agreement.

The Agreement shall not be subject to change nor shall there be further negotiations throughout the duration of the Agreement except by mutual agreement by the parties.

4.1.2 - If any provision of this Agreement or any application of this Agreement to any employee or a group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any such

provisions shall be renegotiated by the Borough and the PBA Local to comply with existing law.

4.1.3 - This Agreement shall supersede any rules, regulations or practices of the Borough which shall be contrary to or inconsistent with its terms, subject to the Retention of Benefits Clause in Article 5. All contracts with new members of the negotiating unit shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Borough.

4.1.4 - The enforcement of this Agreement is the joint responsibility of the Borough and the PBA Local. Should any dispute arise as to the proper interpretation or application of any provision(s) of this Agreement, the representatives of the Borough and the PBA Local shall meet and confer in good faith to resolve differences. Any misapplication of provisions of this Agreement shall be considered a violation, which shall be subject to grievance arbitration procedure set forth herein.

ARTICLE FIVE

RETENTION OF BENEFITS

5.1 It is understood and agreed upon that all rights, privileges and benefits which the employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of the negotiations resulting in this Agreement except as modified by this Agreement.

ARTICLE SIX
GRIEVANCE PROCEDURE

6.1 - DEFINITION

For the purpose of this Agreement, the term "grievance" shall mean any dispute between the Borough and the PBA Local, or between the Borough and any employee or group of employees within the negotiating unit, concerning the meaning and application of the specific written provisions of this Agreement and the alleged violations of any promulgated rules or policy of the Borough affecting the terms and conditions of employment.

6.2 - For the purpose of this grievance procedure the PBA Local, employee or group of employees shall hereinafter be referred to as the "grievant."

6.3 - It is further understood by and between the parties that the purpose of this procedure is to assure a prompt and equitable solution of problems arising from the administration of this Agreement by providing a vehicle for the settlement of employee grievances.

6.4 - It is further agreed that the employees are entitled to use this grievance procedure and to be represented by counsel and/or by the PBA Local in accordance with the provisions thereof.

6.5 - No grievance settlement shall in any way operate to modify, add to, or subtract from any of the terms of this Agreement nor such settlement be contrary to law.

6.6 - Scope of Grievance Procedure. Any matter concerning any term or condition specified or provided for in this

Agreement shall be subject to resolution through this grievance procedure.

6.6-1 - General Rules.

a. Where the subject of a grievance directly concerns and is shared by more than one (1) member of the bargaining unit, a group grievance may be instituted by the PBA Local on behalf of such group of employees.

b. Any grievant may orally present a grievance to his immediate supervisor in an attempt to settle the matter informally. In the event the grievant is not satisfied with the resolution proposed, he may proceed in accordance with the procedure set forth herein.

c. All grievances shall be made in writing and shall contain a general description of the relevant facts from which the grievance derives and with reference to the section(s) of this Agreement which the grievant claims have been violated, misinterpreted or misapplied.

6.7 - Steps of the Procedure.

Step One. A grievance initially must be filed within thirty (30) calendar days from the date on which the act which is the subject of the grievance occurred or became known to the grievant, whichever is later. Failure to file such grievance in time shall be deemed a waiver which will prevent further process of the grievance. The grievance shall be submitted in writing to the Chief of Police who may conduct a hearing regarding the grievance at his discretion, and shall render a decision, in

writing, within fifteen (15) days of the receipt of the grievance.

Step Two. If the employee is dissatisfied with the resolution of his grievance from Step One, or no decision has been rendered in a timely fashion, then, within fifteen (15) days of the date that the decision was rendered or should have been rendered, the employee may submit the grievance, in writing, to the Borough Council, who shall review any decision and either reverse, affirm, or modify same within fifteen (15) days of the grievance in writing.

Step Three.

a. If the grievance is not satisfactorily disposed of at Step Two, then a request for arbitration may be brought by either party within fifteen (15) calendar days from the date the grievant received the Step Two decision or, if no decision is rendered at Step Two, then within thirty (30) calendar days after submitting the grievance to the Borough Council under Step Two, by submitting such request, in writing, to the Public Employment Relations Commission (PERC). The parties may request that PERC furnish panels of arbitrators to the parties and the parties shall select their choice of arbitrators in accordance with the rules and regulations of PERC.

b. All grievances may be submitted to arbitration except:

1. Matters involving employee discipline in accordance with paragraph (f) below; and/or

2. Matters which involve managerial discretion not affecting the terms of this Agreement in accordance with Article Seven herein.

c. The decision or award made by the arbitrators shall be binding on the parties. The arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of this Agreement and shall confine his decision to the interpretation of this Agreement as relevant to the merits of the grievance. He shall confine himself to the precise issue(s) presented for arbitration and shall have no authority to determine any other issue(s) not presented, except as they may be necessary to a determination of the issue(s) submitted for arbitration. The fees and expenses of the arbitration shall be borne equally by the parties.

d. The arbitrator shall hold the hearing at a time and place convenient to the parties and shall issue a decision within thirty (30) calendar days from the close of hearing.

e. All grievance hearings scheduled in accordance with the provisions hereof shall be so scheduled as to avoid time off from regularly scheduled shifts. However, in the event a grievant, or witness called by him, is on duty, he shall be permitted to attend the said hearing without reduction or loss of pay.

f. No reprisal of any kind shall be taken by the Borough or any agent thereof against any grievant or party

participating in a grievance procedure or any member of the PBA Local by reason of such participation.

g. All grievance hearings conducted at Step Three, outlined herein, shall be conducted in private and shall be attended by the respective parties and their representatives, limited to one (1) PBA Local representative and alternate and any witnesses required by either party for the purposes of testifying at such hearing.

h. Hearings conducted by the arbitrator shall be in the nature of an informal proceeding, except hearsay evidence shall not be admissible and the decision rendered by the arbitrator shall be in writing and shall state the basis for such decision and the evidence relied upon.

i. The disposition of any grievance at any step of the grievance procedure, or prior to the actual receipt of the decision of the arbitrator by agreement between the Borough and the PBA Local, shall be final and binding upon the employee or persons who are involved or affected thereby.

6.8 - The number of days indicated at each step will be considered as maximum and effort shall be made to expedite the process. The time limitations in this procedure shall be considered to be of the essence and not merely procedural. However, the time limits as stated in this procedure may be extended by written agreement between the Borough and the PBA Local. The failure to file a grievance within the prescribed time limits shall constitute a waiver of the grievance.

6.9 - Grievance Time Limits and Management Response.

a. Grievant(s) and/or the PBA Local shall adhere to time limits set forth herein unless the time limit is extended by mutual agreement of both parties.

b. The Borough shall adhere to time limits set forth herein unless the time limit is extended by mutual agreement of both parties.

6.10- Discipline of Employees.

1. Discipline of an employee shall be imposed only for just cause. Discipline shall mean an official written reprimand, fine, suspension without pay, reduction in grade, or dismissal from service, based upon the conduct or performance of the employee involved.

2. In the event that any employee believes that any written reprimand or fine for an infraction (not including suspension, demotion or discharge) is without just cause, such written reprimand or find may be the subject of the grievance/arbitration procedures set forth herein. Matters involving suspension, demotion or discharge are hereby expressly excluded from the arbitration procedures set forth herein and shall be regulated by Title 40A of the New Jersey Statutes Annotated.

6.11- The fees and expenses of the arbitrator and the charges of the PERC shall be borne equally by the PBA Local and the Borough.

6.12- Saturdays, Sundays, holidays and any days on which the Borough shall be officially closed shall be excluded from the

computation of "working days" as the term is used in this procedure.

6.13- It is expressly understood and agreed that an addition to the exclusions from the provisions of this grievance procedure which are contained elsewhere in the Agreement, the following are not subject to the grievance procedure;

6.13-1 - Matters involving the purely management rights.

6.13-2 - Any matter where the Borough is without the expressed or implied authority to act, subject to the laws of the State of New Jersey.

6.13-3 - Any action of the Borough which is mandated by law or by which the Borough is provided authority to Act.

6.14- All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participant.

6.15- It is agreed that all parties involved in the grievance proceedings shall make available all documents and materials pertinent to the processing of the grievance.

ARTICLE SEVEN

RESPECTIVE RIGHTS

7.1 - The Borough reserves all rights provided in Title 40A of the New Jersey Statutes Annotated concerning the operation and administration of the police department.

7.2 - Nothing contained herein shall be construed to deny or restrict any policeman of such rights as he may have

under any applicable law and/or regulation, including those rights set forth below:

7.2.1 - "Law Enforcement Officer" means any person who, in his official capacity is authorized by law to make arrests and who is a member of (1) New Jersey State Police, (2) any municipal police department, (3) any county police, county park police or county sheriff's office, (4) any state university police force, or (5) state conservation officer.

7.2.2 - "Investigating Committee" means a committee comprised of members of a law enforcement agency which is authorized to hold a hearing on a complaint against a law enforcement officer and which consists of not less than three (3) members who had no part in the investigation or interrogation of the law enforcement officer.

7.2.3 - "Hearing" means any meeting in the course of investigatory proceeding, other than interrogation, in which no testimony is taken under oath, conducted by an investigating committee for the purposes of taking or adducing testimony or receiving other evidence.

7.2.4 - A law enforcement officer has the same right to engage in political activities afforded any citizen of this State. This right to engage in political activities shall not apply to any law enforcement officer while he is on duty or while he is acting in his official capacity.

7.2.5 - Whenever a law enforcement officer is under investigation or subjected to interrogation by a law enforcement agency, for any reason which could lead to disciplin-

ary action, demotion, loss of pay or dismissal, the investigation or interrogation shall be conducted under the following conditions:

a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.

b. The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct or local police unit in which the incident allegedly occurred, unless otherwise waived by the law enforcement officer.

c. The law enforcement officer shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under investigation shall be asked by and through one interrogator.

d. No complaint against a law enforcement officer shall be investigated unless the complaint is duly sworn to before an official authorized to administer oaths.

e. The law enforcement officer under investigation shall be informed in writing of the nature

of the investigation prior to any interrogation and of the names of any witnesses in the complaint.

f. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

g. The law enforcement officer under interrogation shall not be threatened with transfer, dismissal or disciplinary action.

h. A complete record, either written, taped, or transcribed, shall be kept of the complete interrogation of the law enforcement officer, including all rest periods. A copy of the record shall be available to the officer or his counsel upon request.

i. If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he should be completely informed of all his rights prior to the commencement of his interrogation.

j. At the request of any law enforcement officer under interrogation, he shall have the right to be represented by counsel or any other responsible representative of his choice who shall be present at all times during the interrogation, unless waived by the law enforcement officer. The interrogation shall be suspended for a reasonable time until representation can be obtained.

7.2-6 - No statute shall abridge nor shall any law enforcement agency adopt any regulation which prohibits the right of a law enforcement officer to bring suit arising out of his duties as a law enforcement officer.

7.2-7 - No law enforcement agency shall insert any adverse material into any file of any officer, unless the officer has an opportunity to review, sign, receive a copy of, and comment in writing upon the adverse material, unless the officer waives these rights.

7.2-8 - No law enforcement officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal and domestic expenditures (including those of any member of his family or household), unless such information is necessary in the investigation of possible conflict of interest with respect to the performance of his official duties or unless such disclosure is required by law.

7.2-9 - If the investigation or interrogation of a law enforcement officer is also the recommendation of some action, such as demotion, dismissal, transfer, loss of pay, reassignment, or similar action which can be considered a punitive measure, then, before taking such action, the law enforcement agency shall give notice to the law enforcement officer that he is entitled to a hearing on the issues by an investigating committee. The notice shall state the time and place of the hearing and, the issues involved. An official record, including testimony and exhibits, shall be kept at the hearing.

7.2-10- The hearing shall be conducted by the investigating committee of the law enforcement agency by which the law enforcement officer is employed. Both the law enforcement agency and the law enforcement officer shall be given ample opportunity to present evidence and argument with respect to the issues involved. Both may be represented by counsel.

7.2-11- Evidence which possesses probative value, commonly accepted by reasonable and prudent men on the conduct of their affairs should give affect to the rules of evidence recognized by law, and may exclude incompetent, irrelevant, immaterial and duly repetitious evidence. All records and documents which any party desires to use shall be offered and made a part of the record. Documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference.

7.2-12- Every party has the right to cross-examination of the witnesses who testify and may submit rebuttal evidence.

7.2-13- The investigating committee conducting the hearing may take notice of judicially noticeable facts and, in addition, may take notice of general, technical, or scientific facts within its specialized knowledge. Parties shall be notified beforehand of the materials so noticed.

7.2-14- Any decision, order or recommendation for action resulting from the hearing shall be in writing and shall be accompanied by findings of fact. The findings shall be expressed in a concise statement on each issue in the case. A copy of the decision or order and accompanying findings and con-

clusions, along with written recommendations for action, shall be delivered or mailed promptly to the law enforcement officer or to its attorney.

7.2-15- No law enforcement officer shall be discharged, disciplined, demoted or denied promotion, transferred or reassigned, or otherwise discriminated against in regard to his employment or be threatened with any such treatment by reason of his exercise of or demand for the rights granted in this Act or by reason of the local exercise of his constitutional right.

7.2-16- Any law enforcement officer who is denied any rights afforded by this Act may apply, either individually or through a certified or recognized employ organization, to the Law Division of the Superior Court for an order directing the law enforcement agency to show cause why the right should not be afforded.

7.3 - Both parties reserve their respective rights under the New Jersey Employer - Employee Relations Act, the rules and regulations of the Public Employment Relations Commission and any other applicable law/regulation.

7.4 - Notwithstanding any other provisions of this Agreement, the parties hereto recognize and agree that they separately maintain and reserve all rights to utilize those processes of the Public Employment Relations Commission or to seek judicial review of any and all claims or defenses in legal actions surrounding such proceedings as unfair labor practices, scope of negotiations, enforcement or modification of arbitration

awards, issues of arbitratve ability, and specific performance of this Agreement or damages arising out of the breach thereof.

7.5 - The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied by the Borough and the PBA Local in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, color, religion, national origin, age, sex or marital status.

7.6 - Nothing contained herein shall be construed to deny any member of the negotiating unit rights he may have under the laws of the State of New Jersey or other applicable laws and regulations.

7.7 - The Borough as managers reserve all rights, powers and authority customarily exercised except those items expressly covered in this Agreement, subject to Retention of Benefits clause and this Article, and subject to the Laws of the State of New Jersey.

ARTICLE EIGHT

UNION RELATIONSHIP

8.1 - Employees having successfully completed their probationary period, as defined in the Agreement, and assigned as a full-time police officer in the Borough shall have the option subject to PBA Local approval of joining PBA Local 188. Nothing in this Agreement shall be construed to mandate a police officer to joint PBA Local.

8.2 - No union or any union member shall solicit membership or conduct union business other than as specifically set forth in this Agreement while on Borough time.

8.3 - The PBA Local shall have the exclusive use of a bulletin board at Police Headquarters for the sole purpose of posting of notices concerning PBA matters. The location of the bulletin board must be approved by the Chief of Police and must be provided by the PBA Local at their expense.

ARTICLE NINE

HOLIDAYS

9.1 - The following days are recognized by the Borough as holidays:

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day *

Labor Day

Election Day

Veterans Day

Thanksgiving Day

Thanksgiving Friday

Christmas Day

Police Officer's Birthday

9.2 - A holiday shall start at the beginning of the shift in effect on the day the holiday is celebrated and shall be continued for a 24 hour period thereafter. An employee scheduled for duty and who works on the day the holiday is celebrated shall be paid at a rate of time and one-half (1-1/2).

9.3 - For the twelve holidays listed in 9.1 above, the employee will be given either eight (8) hours time off with pay, or if an employee requests, eight hours straight time pay in lieu of the time off.

9.3-1 - An employee may elect to "bank" the eight (8) hours holiday time and (1) take a paid day off at a later date, or (2) take eight hours straight time pay in lieu of the time off. Employees shall utilize in accordance with the above all such banked holidays, banked within a calendar year, by March 31 of the following calendar year. Banked holidays not utilized by such date will be forfeited. Banked holidays shall be paid at the hourly base rate in effect when banked. For example, an employee electing to bank a holiday in calendar year 1991 must either take a paid day off or take eight hours straight time pay in lieu of time off at the employee's 1991 hourly rate by March 31, 1992.

9.4 - An employee that is regularly scheduled to work a holiday and works that holiday, may elect to bank the eight (8) hours holiday pay and take a day off at a later date and receive his base pay subject to the following restrictions.

9.4-1 - The maximum banked holidays that an employee may elect to take in time off consecutively, such as in combination with vacation days shall not exceed five (5). This shall not restrict an employee from electing to take more than five "banked" holidays at straight time pay in lieu of time off as per 9.3 above.

9.4-2 - An employee desiring to use a banked holiday must submit a request to the Chief of Police prior to the

following month's schedule being drafted. If an employee fails to give proper notice, the Chief of Police may deny the request, however such request shall not be unreasonably refused.

9.4-3 - An employee desiring to take a banked holiday(s) in pay in lieu of time off must submit a request to the Chief of Police no later than fourteen (14) days prior to the regular scheduled pay date he wishes to receive the holiday pay.

9.5 - If a holiday falls within a normal 40 hour work week as scheduled, it will be counted as a day's work in computing overtime for that month, whether or not it was worked. If a holiday is observed during an employee's vacation, the employee shall receive the holiday hours.

ARTICLE TEN

VACATION

10.1 - Employees are eligible for annual paid vacations as follows:

Service completed in the calendar year:

- (a) 6 months but less than one year, one week;
- (b) One year but less than 5 years, 2 weeks;
- (c) 5 years but less than 10 years, 3 weeks;
- (d) 10 years or more, 4 weeks.

10.2 - Any vacation time not taken within a calendar year, as provided in Section 10.1, may be carried over and taken in the next calendar year, provided however, that such accrued time must be taken within the first three months of the succeeding year. The provisions of this Section are to be construed as

allowing for the carry over of accrued time from the immediate preceding year only.

10.3 - An employee requesting vacation time shall notify the Chief of Police of his intention to take vacation time as soon as possible but notice must be given at least by the fifteenth (15th) day of the prior month.

10.3.1 - Vacations to the extent possible will be granted at the time most desired by the employee. No police officer's vacation shall be concurrent with another officer's vacation. Should there be a conflict in choice in scheduled vacations, preference will be given to the employee with the most seniority as defined in this Agreement. The right to allocate vacations, is exclusively reserved with the Borough, with the limitation that no reasonable request shall be denied.

ARTICLE ELEVEN

SENIORITY

11.1 - Seniority will be calculated as of the latest hiring date and will not be interrupted for sickness leaves granted or disabilities. Seniority will terminate upon resignation or discharge from the police force.

11.2 - The employee shall be considered to have seniority upon successful completion of six (6) months service following completion of basic police training. Such basic police training shall be had within the time period established by law. Job seniority rights shall vest on and shall accrue from and after the date of permanent employment.

11.3 - An employee promoted from the bargaining unit into management shall not continue to accumulate seniority in the management position. If he/she is returned to the bargaining unit, he will be granted the seniority he attained at the time of transfer or promotion.

ARTICLE TWELVE

PROMOTIONS

12.1 - Promotions within the bargaining unit shall be made on the basis of merit, qualification and seniority as determined by the Borough. Members will have the full opportunity to present any information in support of a request for promotion.

12.2 - In the event that qualifications of employees being considered for promotion are significantly equal or equal as determined by the Borough, the employee with the greater seniority will be selected by the Borough for the promotion.

ARTICLE THIRTEEN

STARTING, STOPPING TIME

13.1 - It is agreed that all employees are expected to work the actual hours for which they are paid. It is agreed that it is the duty of each employee to be at his post on time unless previous arrangements are made with the Chief of Police or his designee.

ARTICLE FOURTEEN

DUTY TOURS

14.1 - Employees shall be permitted to voluntarily swap their tours of duty subject to the prior approval of the Chief of Police, or his designee, which approval shall not be unreasonably

withheld. This provision is not to be construed as to increase the Borough's overtime obligation.

ARTICLE FIFTEEN

SAFETY AND WORK RULES

15.1 - All employees are to comply with all safety and established work rules contained in the Rules and Regulations on file in Police Headquarters.

ARTICLE SIXTEEN

SALARIES

16.1 - Officers will be compensated at straight time for work performed on a Sunday.

16.2 - Base salaries for all members of the certified bargaining unit for the calendar year 1991 are increased by seven percent (7%) over the base salary for calendar year 1990.

16.3 - Base salaries for the calendar year 1992 for all members of the certified bargaining unit shall be increased by seven percent (7%) over the base salary for calendar year 1991.

16.4 - The following base salary schedule shall be established for the term of this Agreement:

<u>Rank</u>	<u>1/1/91</u>	<u>1/1/92</u>
Sergeant	\$35,601.04	\$38,093.11
1st Class	32,581.50	34,862.21
2nd Class	28,109.97	30,077.67
3rd Class	26,059.85	27,884.04
4th Class	23,804.29	25,470.59

ARTICLE SEVENTEEN

LONGEVITY

17.1 - All police officers covered under this Agreement shall be entitled to longevity pay as of January 1, 1990 and for

each year of service thereafter in accordance with the following.

(a) A police officer with less than five (5) years of continuous service in the Borough does not qualify for longevity pay.

(b) Upon a police officer's fifth (5th) anniversary of continuous years of service in the Borough the police officer shall be paid the equivalent of one and one half (1-1/2%) percent of the base salary.

(c) Upon a police officer's tenth (10th) anniversary of continuous years of service in the Borough the police officer shall be paid the equivalent of three (3%) percent of base salary.

(d) Upon a police officer's fifteenth (15th) anniversary of continuous years of service in the Borough the police officer shall be paid the equivalent of four and one half (4-1/2%) percent of base salary.

ARTICLE EIGHTEEN

OVERTIME AND CALL TIME

18.1 - In the event an employee is called in for duty when not regularly scheduled, that officer will be paid for a minimum of three hours at time and one-half (1-1/2) for any occurrences regardless of the number of hours worked that work week or month.

18.2 - An overtime schedule shall be maintained by the Chief of Police or his designee in a location designated by the Chief of Police, or his designee, and overtime shall be equally distributed to the extent possible on a rotating basis among the

officers. Adjustments shall not be made in employees' scheduled tours of duty, nor shall Special Police Officers be called in to work, instead of a full time officer for the sole purpose of avoiding overtime.

18.3 - A police officer that is on duty for more than one hundred sixty (160) hours in a four week schedule or two hundred hours (200) in a five week schedule shall be compensated at a rate of time and a half (1-1/2) for all hours worked over one hundred sixty (160) hours and shall be paid time and a half for hours worked on holidays.

18.3-1 - A police officer that is on duty for more than eight (8) hours on any day shall be compensated at a rate of time and a half (1-1/2) for all hours worked over eight (8).

18.4 - A work week shall be defined as commencing on Sunday and ending on Saturday.

ARTICLE NINETEEN

EMPLOYEE EXPENSES

19.1 - In the event an employee uses a personal vehicle for official police business, he shall be compensated for such use at the rate of \$.25 per mile.

19.2 - No police officer shall use their personal vehicle for official police business unless the Chief of Police or his designee authorizes such use, except in a bona fide emergency where such authorization shall not be necessary.

19.3 - The Chief of Police shall not require a police officer to use his personal vehicle when a police vehicle is available for use. Where an officer's personal vehicle is used

in accordance with this Section and Sections 19.1 and 19.2 above, the officer shall be covered by the Borough's insurance policy for any and all liability as well as any damages to the officer's vehicle and/or its contents.

19.4 - Upon receiving prior approval by the Chief of Police or his designee, employees shall be reimbursed for all reasonable out-of-pocket expenses such as tolls, parking, meals and or lodging incurred in connection with the performance of official police business.

19.5 - Exclusive of the insurance coverage provided in Section 19.3, the Borough shall replace (1) any policer officer's eyeglasses damaged in the course of police duties up to the amount of \$150.00 per occurrence, and (2) any police officer's watch damaged in the course of police duties in an amount up to \$40.00.

ARTICLE TWENTY

SICK TIME

20.1 - All police officers shall be granted ten (10) sick days per calendar year.

20.2 - A police officer may be required to produce acceptable medical evidence substantiating the need for sick leave if absent from duty for three or more consecutive days.

20.3 - Granted sick days shall be added to any accumulated balance of sick days from previous year(s).

20.4 - All police officers must notify the Chief of Police, his designee or the officer on duty, of the need to take a sick day as soon as possible prior to his scheduled shift.

20.5 - Each member of the bargaining unit may, at the time of retirement or resignation, receive a cash equivalent, at the then prevailing rates of pay, for any accumulated sick days up to a maximum of twenty-one (21) days.

ARTICLE TWENTY-ONE

SAFETY

21.1 - It shall be the responsibility of each employee, upon commencement of his tour of duty, to inspect all equipment, and in the event he shall find some to be unsafe, he shall immediately report the conditions to the Chief of Police or designee.

21.2 - Serviceability of equipment shall be determined at the discretion of the Chief of Police and Borough mechanic. Any such determination shall be subject to the grievance procedure contained herein.

21.3 - The Borough agrees that all police vehicles shall have installed driver protection screens, fire extinguishers, first aid kits, and shotguns, for officers that are certified to operate same and presents evidence to the Chief of Police.

21.4 - Employees, while rendering aid to another community and acting within the scope of their employment subject to the laws of the State of New Jersey, shall be fully covered by Workers' Compensation and Liability Insurance, pension coverage, and any and all other benefits that said employees would have been entitled to if said employees had been performing their duties within the Borough.

ARTICLE TWENTY-TWO

UNIFORMS AND UNIFORM MAINTENANCE

22.1 - Each officer shall have an annual uniform allowance in accordance with the following schedule:

a - calendar year 1991 - \$675.00

b - calendar year 1992 - \$750.00.

22.1-1 - This allowance shall be paid to the officer within forty-five (45) days of the Borough's budget approval.

22.1-2 - Replacement of weapons and badges are to be replaced by the Borough and the expense of such replacement shall not be deducted from the uniform allowance.

22.1-3 - The uniform allowance shall not be used by the officer for any purpose other than the replacement of an official police uniform which shall include all necessary undergarments.

22.2 - Each officer shall be entitled to uniform cleaning and repairs allowance, such cleaning shall be performed at a local cleaning establishment, to be selected by the Borough, with the bills for such cleaning being directly paid by the Borough.

22.3 - Each officer is permitted to have their uniform cleaned on a regular need be basis. However, the Borough reserves the right to refuse to pay cleaning bills that demonstrate an abuse of this benefit.

ARTICLE TWENTY-THREE

LEAVES OF ABSENCES

23.1 - Leaves of absence without pay may be requested by an employee who shall submit all the facts bearing on the request

in writing to the Chief of Police. The Chief of Police shall make written recommendations to the Borough Police Committee, which shall consider the request and grant or reject the request for Leave of Absence. Seniority shall continue to accumulate during such leaves. All employees shall be granted temporary leave of absence for active duty, reserve training in the military service.

ARTICLE TWENTY-FOUR

BEREAVEMENT

24.1 - Leave not to exceed three (3) working days will be allowed for each death in the immediate family. Family is understood to mean father, mother, grandparents, brothers, sisters, parents in law, sons-in-law, daughters-in-law, wife, husband, child, step children or grandchildren or other members of the household. The three (3) working days shall be consecutive starting with the first day of absence.

Upon written request to the Chief of Police, where all personal leave has been exhausted, the Chief of Police may, at its sole discretion, for good cause shown, expand the above three (3) working days to five (5) working days. The written request may be waived in a bona fide emergency situation, allowing an oral request to be made.

ARTICLE TWENTY-FIVE

PERSONAL LEAVE

25.1 - Leave up to two (2) days per year shall be permitted for matters which cannot be cared for in free time. Payment under this provision shall be made provided a minimum of

one (1) week's written notice be given to the Chief of Police or his designee of the employee's intention to take a personal day when possible. If one week's prior notice is not possible, payment shall be made provided the employee gives notification as soon as possible of his intention to take a personal day either to the Chief of Police or his designee. This notice shall be given to the Chief of Police or his designee. The employee shall make the sole determination of the use of personal leave days. The employee need not disclose the reason for a personal day, and no reasonable request shall be unreasonably denied.

ARTICLE TWENTY-SIX

INJURY-ON-DUTY LEAVE

26.1 - Any employee who is injured while acting in the performance of his duty, or who becomes ill as a direct result of his employment, shall receive full pay less the Workers' Compensation temporary disability payments to which he is entitled during the period of his absence from employment for up to six (6) months and may be renewed for an additional six (6) months at the discretion of the Borough.

26.2 - Such payments shall begin from the onset of said injury or illness provided that the Borough physician certifies that the disability prevents the employee from carrying on the normal duties as a police officer. In the event a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined by a physician agreed to by both parties to this Agreement, the cost of which shall be borne equally by both parties.

26.3 - In any instance where the insurance carrier denies that the injury or illness is job-related, this provision will become operative only after a decision by the Division of Workers' Compensation that the employee's injury or illness was sustained as a result of the performance of his duty. Pending the outcome of this decision, the employee may use any sick or vacation leave accumulated by him and shall later be credited with any time so used by relinquishment of any payments later received for the same period.

ARTICLE TWENTY-SEVEN

NON-JOB RELATED DISABILITY

27.1 - An employee who has been temporarily disabled (non-job related) and is unable to perform his duties as a police officer is eligible to receive benefits through the Borough's temporary disability insurance carrier.

27.2 - During the processing of the application for said benefits, the Borough shall pay the employee the amount equivalent to that which he is eligible to receive under the plan; said amount being two-thirds (2/3) of regular base pay which advance payments shall be repaid by relinquishment to the Borough of any payments later received by the employee for the same period.

27.3 - In the event the employee is declared ineligible to receive temporary disability payments under the plan, any monies advanced by the Borough pursuant to Section 2 shall be deducted from the employee's salary in equal monthly instalments not to exceed one hundred dollars (\$100).

ARTICLE TWENTY-EIGHT

LEGAL DEFENSE

28.1 - The Borough will provide legal defense for members or officers in action or legal proceedings arising out of duties and directly related to lawful exercise of police powers pursuant to N.J.S.A. 40A:14-155 as follows:

Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality if any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

28.2 - The employee's obligation under Paragraph 1 shall be deemed satisfied if its insurance carrier enters a defense on behalf of the affected officer and furnishes counsel. However, if the carrier advises that the claim against the officer exceeds, or is excluded from its coverage, then the officer may select his own counsel for his defense and the employer shall pay or reimburse all resulting legal fees and costs, at customary rates prevailing in the region.

ARTICLE TWENTY-NINE

EMPLOYEE RIGHTS DURING INVESTIGATIONS

29.1 - The wide ranging powers and duties given to the department and its members involve them in all manners of con-

tacts 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:

29.1-1 - The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty. If it is required that the employee report to headquarters on his off-duty hours, he shall be compensated unless it is determined that he was remiss in his duties or found guilty of a preferred charge.

29.1-2 - The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the employee of the nature of the investigation. If the employee is to be questioned as a witness only, he shall be so informed at the initial contact.

29.1-3 - The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are necessary.

29.1-4 - The complete interrogation of the employee shall be recorded mechanically and copies of tapes shall be provided to the PBA Local "OFF THE RECORD" questions shall be allowed by mutual consent only. All recesses called during the questioning shall be recorded. The contents of the tapes shall

be kept confidential during the course of the investigation and the tapes shall not be destroyed without mutual consent.

29.1-5 - The employee shall not be subject to any abusive 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.

29.1-6 - In all cases and at every stage of the proceedings the Department shall afford an opportunity for the employee, if he so requests, to consult with counsel and/or his PBA Local representative(s) before being questioned concerning any violation or complaint of any type, which may result in any action being taken against said employee.

29.1-7 - This article shall not preclude a supervisor's right to question subordinates relative to their daily activities.

ARTICLE THIRTY

PBA REPRESENTATIVE

30.1 - Accredited representatives of the PBA who are police officers may enter Borough facilities or premises at reasonable hours for the purpose of observing work conditions of their constituents or assisting in the adjustment of grievances. When the PBA decides to have its representatives enter the Borough facilities or premises, it will request such permission from the Chief of Police, or his designee at least 24 hours in advance, except in an emergency situation, and such permission will not be unreasonable withheld.

30.2 - The Borough agrees to grant a leave of absence with regular pay to the person in the service of the municipality who is the duly authorized representative of the New Jersey State Patrolmen's Benevolent Association, Inc., to attend the annual PBA State Convention, provided two (2) weeks' written notice specifying the dates of the convention is given to the Chief of Police by the PBA Local. The Officer shall provide his own transportation to the convention and not use Borough vehicles without prior authorization.

30.2-1 - A certificate of attendance at the State Convention shall, upon request, be submitted by the representative so attending.

30.2-3 - The Police Officer attending the State Convention shall provide for his own transportation to the convention and such officer shall not be reimbursed for out-of-pocket expenses such as tolls, parking, meals and/or lodging incurred in connection with the attendance at the convention.

ARTICLE THIRTY-ONE

PROBATIONARY PERIOD

31.1 - A probationary or temporary appointment as a police officer shall not exceed 18 months from date of hire pursuant to N.J.S.A. 52:17B-69. The Borough agrees that any new recruit, who has not previously completed basic training, will be enrolled in the first available class offered by the Police Academy. Any newly hired officer, who has previously completed basic police training, shall remain on probation for a period no longer than twelve months.

ARTICLE THIRTY-TWO

JUST-CAUSE PROVISION

32.1 - No officer shall be discharged, disciplined, suspended or reduced in rank or compensation, without just cause. Any such action asserted by the Borough, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided for under Title 40A. Written reprimands and adverse evaluations shall be subject to advisory arbitration as the terminal step in the grievance procedure. All other forms of discipline, as set forth above shall be subject to binding arbitration.

ARTICLE THIRTY-THREE

PERSONNEL FILES

33.1 - Each member of the bargaining unit will have on file in the Police Headquarters, a personnel file. This file will be considered the official personnel file for the members of the unit.

33.2 - Upon notice of at least one day to the Chief of Police, the personnel file shall be open to the member of the negotiating unit in Police Headquarters on a working day between the hours of 9:00 a.m. to 4:30 p.m. upon the signature of the member of the unit requesting to see his file. The working day is as defined in the Grievance Procedure. When reviewing this personnel file, either the Chief of Police shall be present or Borough representative. If the Chief of Police cannot be present, then he will provide the appropriate Borough representative and will notify the individual of the representative's

availability. The following material contained in the personnel file shall not be made available to the individual.

33.2-1 - Records restricted by the sending agency or institution, however the affected member shall be furnished with the date and source of same and have the absolute right to make inquiry to the agency subject to any state or federal laws to the contrary.

33.3 - Files remain the property of the Department and shall not be removed without the express written consent of the Chief of Police. Originals of documents with the exception of police officer certifications remain the property of the Department. Individuals may copy anything that is in their files that is not restricted by 33.2-1 above.

33.3-1 - No document of anonymous original shall be included in a personnel file. Only one (1) personnel file shall be maintained for each employee. The Borough shall notify the employee in writing when any item is placed in his personnel file and provide a copy of the document to the employee simultaneously.

33.3-2 - A copy of each written evaluation of work performance shall be given to the employee. The employee shall sign the evaluation form, acknowledging his review of same (not agreement with it) immediately following such review. The employee shall make any response within thirty (30) calendar days from the date of his signature, which statement shall become part of the evaluation.

ARTICLE THIRTY-FOUR

PUBLICATION OF AGREEMENT

34.1 - The agreement shall be reproduced in sufficient quantities so that every employee may be provided with a copy and so that there may be sufficient copies in reserve for any employee hired during the term of this Agreement.

ARTICLE THIRTY-FIVE

NEGOTIATION OF SUCCESSOR AGREEMENT

35.1 - The provisions of this Agreement shall continue in effect until such time as either party shall get written notice to the other at least six (6) months prior to the expiration date of this Agreement of its desire to modify, amend, or supplement the terms of this Agreement. Such negotiations, shall begin no later than August 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated, shall apply to all members of the unit, be reduced to writing, be signed by the Borough and the PBA Local, and be formally adopted by the Borough and ratified by the PBA Local membership.

35. 2 - 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 THIRTY-SIX

RESOLUTION OF DISPUTES

36.1 - The PBA Local affirms that for the duration of this Agreement, it shall attempt to resolve any and all disputes with the Borough in a peaceful and lawful manner, availing itself

of all procedures for the peaceful resolution of disputes as provided in Chapter 123, P.L. 1974 as amended.


ARTICLE THIRTY-SEVEN

DURATION OF AGREEMENT

37.1 - This Agreement shall be effective as of January 1, 1991 and shall continue in effect until midnight December 31, 1992, and its provisions shall continue thereafter subject to the PBA Local and the Borough's right to negotiate over a successor agreement as provided in Article 35.

37.2 - IN WITNESS WHEREOF, the Borough and the PBA have caused this agreement to be signed by their duly authorized representative this day ^{2ND} of DECEMBER, 1991, as indicated below and the Borough shall place its Seal hereon.

BOROUGH OF HIGH BRIDGE


CLAIRE R. KNAPP
Borough Clerk

By: 
CARL J. LEWIS, Mayor

PBA LOCAL NO. 188

By: 

By: 