

Contract no. 623

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RUTGERS UNIVERSITY

COLLECTIVE BARGAINING AGREEMENT  
1990, 1991, 1992

between

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION  
TWIN BROOK LOCAL #148

and

BOROUGH OF BOUND BROOK, SOMERSET COUNTY, NEW JERSEY

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908-493-9125

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## AGREEMENT

THIS AGREEMENT, made this 14th day of August 1990, between the Mayor and Council of the Borough of Bound Brook, hereinafter referred to as "The Borough" or "The Employer" and New Jersey State Policemen's Benevolent Association, Twin Brook Local #148, hereinafter referred to as "The P.B.A.," representing the complete and final understanding of all bargainable issues between the Borough and the P.B.A. in the years 1990, 1991, and 1992.

## WITNESSETH

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the employer recognized as being represented by the P.B.A. as follows:

## ARTICLE I

### RECOGNITION

#### Section I:

The Borough recognizes the P.B.A. as the sole and exclusive bargaining representative of all police officers in the rank of patrol officers, sergeants and lieutenants, including detectives, but excluding all other employees employed by the Police Department, and the Chief of Police.

Section II:

As used in this Agreement, the term "Officer" refers to the aforementioned patrol officers, sergeants and lieutenants, including detectives, employed by the Police Department.

ARTICLE II

RETENTION OF BENEFITS

Section I:

No officer shall suffer a reduction in pay or other benefits by the execution or application of this Agreement.

Section II:

Except as otherwise provided herein, all rights, privileges and benefits which the officers 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 these negotiations resulting in this Agreement.

Section III:

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as it is set forth herein at length.

Section IV:

Modifications of terms and conditions of employment shall be subject to the negotiations process.

ARTICLE III  
MANAGEMENT RIGHTS

Section I:

The employer hereby retains and reserves unto itself 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:

- A. To hire executive management and administrative control of the government and its properties and facilities and the activities of its employees;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- C. To take any disciplinary action permitted by law for good and just cause.

Section II:

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the terms of the Agreement and by the Constitution and Laws of the United States.

ARTICLE IV  
EMPLOYEE RIGHTS

No employee shall be disciplined or reprimanded without just cause.

ARTICLE VI  
GRIEVANCE PROCEDURE

Definition

A grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation or application of this Agreement, policies or administrative decisions affecting an officer or a group of officers.

Procedures

Level I

The grievant and the president of the P.B.A., or his duly authorized and designated representative, shall present and discuss the grievance(s) orally with the immediate supervisor within thirty (30) calendar days of the occurrence giving rise to the grievance(s) or from the time the grievant could reasonably have had knowledge of said event. Failure to present said grievance(s) within the aforesaid time period shall constitute abandonment of same unless the time periods have been modified by mutual consent. The immediate supervisor shall answer the grievance(s) within seven (7) calendar days from the date of the presentation.

Level II

If the grievance(s) is not resolved at Level I, or if an

answer has not been received by the P.B.A. within the time set forth in Level I, the P.B.A. shall present the grievance(s) in writing within ten (10) calendar days to the Chief of Police or his duly designated representative. At the request of either party, discussions to settle said grievance(s) may ensue. The Chief of Police shall answer the grievance(s) in writing within seven (7) calendar days after receipt of said grievance(s).

#### Level III

If the grievance(s) is not resolved at Level II, or if no answer has been received by the P.B.A. within the time set forth in Level II, the grievance(s) may be presented in writing to the mayor and council within twenty (20) calendar days. At the request of either party, a meeting shall be held within ten (10) calendar days in an attempt to settle said grievance(s). The decision of the mayor and council shall be given in writing to the P.B.A. within twenty-one (21) calendar days after receipt of the grievance(s) and thereby allowing time for the option of said meeting.

#### Level IV

If the grievance(s) is not settled in the Level provided for in this Article as set forth above, the P.B.A. shall have the right to submit grievance(s) a) involving policies and administrative decisions to advisory arbitration and, b) involving the interpretation or application of this Agreement to binding arbitration under the rules and regulations of the New Jersey State Public Employment Relations Commission (P.E.R.C.). The decision of the arbitrator, along with his

reasoning, shall be submitted in writing to the Council and P.B.A. and the cost of the arbitrator's services shall be borne equally between the parties.

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The decision of the arbitrator, along with his/her reasoning, shall be submitted in writing to the Borough and P.B.A. The arbitrator shall be without power to establish work schedules or salary structures. The cost of the arbitrator's services shall be borne equally between the parties.

## ARTICLE VI

### BASE SALARY, WAGES AND LONGEVITY

#### Section I

The salary schedule for all officers recognized as being represented by the P.B.A. shall be set forth in Schedule A which is attached hereto and hereby made a part hereof. The salary schedule shall be for the years 1990, 1991, and 1992.

The schedule for the year 1990 shall be effective as of and retroactive to January 1, 1990.

#### Section II

##### Longevity

In addition to the above annual basic wage, each officer shall be paid a longevity increment based upon his years of continuous employment as of January 1st of his qualifying year in accordance with the following schedule:

Five (5) years - 2%

Ten (10) years - 3%



Said longevity payments shall be paid in accordance with the payment practices as they existed prior to the effective date of this Agreement.

#### ARTICLE VII

##### HOLIDAY PAY

Each officer shall be paid for twelve (12) holidays at his regular daily salary rate.

#### ARTICLE VIII

##### DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the P.B.A. because of membership or activity in the P.B.A. The P.B.A. or any of its agents shall not intimidate or coerce employees into membership. Neither the employer nor the P.B.A. shall discriminate against any employee because of race, color, creed, age, sex or national origin.

#### ARTICLE IX

##### LOST OR DAMAGED EQUIPMENT

The Borough shall repair or replace any item of the officer's designated uniform or equipment that is lost or damaged in performance with his duties provided that such a loss or damage was not a result of negligence on the part of the officer. In the latter case, repair and replacement shall be at the officer's expense.

The Borough shall repair or replace articles of personal

property of an officer commonly worn while working, which is lost or damaged in the performance of his duty, provided that such a loss or damage is not as a result of negligence on the part of the officer. In the latter case, repair or replacement shall be at the officer's expense.

The loss or damage shall be reported to the supervising officer on the shift that the loss or damage occurred. In the event of damage, the items shall be turned over to said supervising officer.

The reimbursement received on the above conditions are limited to one hundred dollars (\$100.00) per item, per incident.

#### ARTICLE X

#### CLOTHING AND MAINTENANCE ALLOWANCE

Each member of the Police Department shall receive an annual clothing/maintenance allowance of nine hundred fifteen dollars (\$915.00). Four hundred fifty dollars (\$450.00) shall be payable to a borough approved vendor using the voucher system. Four hundred sixty-five dollars (\$465.00) shall be payable for clothing/maintenance using the voucher system. The Chief of Police shall prepare an approved list of items of clothing and equipment required to insure uniformity. Effective 1991, the above amounts will be increased to nine hundred sixty-five dollars (\$965.00), four hundred seventy-five dollars (\$475.00) and four hundred ninety dollars (\$490.00) respectively.

Detectives shall be entitled to the same clothing/maintenance allowances with the understanding that they are to be in possession of one (1) complete serviceable uniform.

ARTICLE XI  
LAY OFF POLICY

It shall be the borough's policy with regard to lay offs that the last individual hired shall be the first individual laid off.

ARTICLE XII  
VACATIONS

Employees enjoying the benefits under this Agreement shall be entitled to an annual paid vacation on the following basis:

<u>COMPLETED EMPLOYMENT</u>	<u>VACATION TIME</u>
Six (6) months but less than one (1) year	8 working days
One (1) year but less than six (6) years	13 working days
Six (6) years but less than eleven (11) years	17 working days
Eleven (11) years but less than sixteen (16) years	21 working days
Sixteen (16) years but less than twenty-one (21) years	26 working days
Twenty-one (21) years or more	31 working days plus one (1) day for each year over twenty-five (25) years

The vacations above, can be taken any time from January 1st through December 31st with preference given to seniority.

ARTICLE XIII

SICK LEAVE

Section I:

Each officer shall be paid during periods of sick leave fifteen (15) days per year, effective January 1, with a maximum allowable accumulation of two hundred sixty (260) work days.

Section II:

Pursuant to practice, in the event that an officer qualifies for municipal, state or federal disability payments said officer shall continue to receive his/her full rate of pay and shall return any monies received through the Borough's insurance program to the Borough.

Section III:

An officer who is absent because of disability caused in the usual course of his/her employment and directly in the line of duty must have such absence certified by a Borough or insurance carrier selected physician at the Borough's expense. Pursuant to practice in the event that an officer qualifies for workmen's compensation said officer shall continue to receive his/her full rate of pay and shall return any monies received through workmen's compensation to the Borough. Such absence will not be charged against the officer's sick leave.

Section IV:

Consistent with applicable State law, no officer while on sick leave from the Borough shall be otherwise employed or engaged in any outside work or employment whatsoever.

Section V:

In cases of three (3) days of consecutive reported absence due to illness or disability, the Chief of Police shall have the right to require a doctor's certificate of illness. This shall apply where there is suspected abuse of the sick leave provisions of the Agreement.

Section VI:

All absences on account of illness or disability shall be reported two hours prior to the start of the shift whenever possible.

Section VII:

In the event of an injury caused in the course of employment, the injured officer, or his/her immediate superior, if the officer is incapacitated, should report such injury in a timely manner to the Borough Clerk, who will process the necessary forms for insurance purposes. The officer should then report to a physician selected by the Borough and the physician's report and bill should be forwarded to the Borough.

Section VIII:

In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

Section IX:

The Chief of Police may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Borough, by a physician chosen by the employee from a panel of physicians designated by the Borough. Such examination shall establish whether the employee is

capable of performing his normal duties and that his or her return will not jeopardize the health of other employees.

#### ARTICLE XIV

##### P.B.A. DELEGATE

The parties agree to administer this pursuant to the following:

**40A:14-177. Attendance at state or national convention of certain organizations**

The heads of the county offices of the several counties and the head of every department, bureau and office in the government of the various municipalities shall give a leave of absence with pay to every person in the service of the county or municipality who is a duly authorized representative of the New Jersey State Patrolmen's Benevolent Association, Inc., Fraternal Order of Police, American Federation of Police Officers, Inc., Bronze Shields, Inc., Batons, Vulcan Pioneers, a member organization of the New Jersey Council of Charter Members of the National Black Police Association, Inc., Firemen's Mutual Benevolent Association, Inc., the Uniformed Firemen's Association, or the New Jersey State Association of Chiefs of Police, to attend any State or national convention of such organization.

A certificate of attendance to the State convention shall, upon request, be submitted by the representative so attending.

Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

ARTICLE XV  
RETIREMENT BENEFITS

Section I:

Each member of the Police Department having twenty-five (25) years or more of service shall be entitled to, upon retirement, severance pay equal to twenty-five percent (25%) of his annual salary without deduction for vacation or sick time.

Section II:

Upon retirement, each Police Department member's medical-surgical insurance premiums shall be continued to be paid by the Borough provided that such members shall have served the Borough for twenty-five (25) or more years at the time of retirement.

ARTICLE XVI  
COURT PAY

Each court attendant and member of the Police Department who shall be required to attend court, shall be paid a minimum of two (2) hours of over-time pay at the rate of time and one-half. All additional time spent at court over the two (2) hours shall be compensated at the rate of time and one-half.

ARTICLE XVII  
SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation or court decision cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect

and the parties shall renegotiate concerning any such invalidated provisions.

## ARTICLE XVIII

### REIMBURSEMENT FOR EXPENSES

#### Section I:

##### Terms & Conditions

##### a) Court Appearances

Meals and mileage expense shall be paid to an Officer who attends Court, with the exception of Civil Court, outside the Borough in connection with a matter arising out of the Borough's employment when the Chief determines it is impractical to eat at home and/or fails to provide transportation.

##### b) Schools, Training and Other Assignments

Meals and mileage expenses shall be paid to an officer who is on an official assignment including over-time assignment, when the Chief determines that it is impractical for the officer to eat at home and/or fails to provide transportation.

#### Section II:

##### Meals

Meals shall be paid in full following approval by the Chief when incurred under the above listed "Terms and Conditions." The mileage shall be paid at a rate of fifteen cents (15¢)



per mile, computed from the officer's home and returning to same when incurred under the above "Terms and Conditions."

#### ARTICLE XIX

##### EDUCATIONAL INCENTIVE COMPENSATION

The Borough will pay to each individual officer the sum of nine dollars (\$9.00) per credit earned, up to a maximum of one hundred (100) credits. All credits previously earned and those while employed as a police officer of the Borough shall be included. Proof of college credits must be supplied by those officers involved to receive compensation.

Compensation paid to each officer shall be paid by November 15th of each year. The Borough will pay to the officer or on his behalf, the actual cost of law enforcement classes successfully passed by the officer at an accredited college, provided such officer has obtained the prior approval of the Police Department for such course.

#### ARTICLE XX

##### PERSONAL DAYS

###### Section I:

All officers shall be granted four (4) "personal" days off per calendar year provided that three (3) days' advanced notice has been given to the Chief of Police. Said "personal" days may be added to the vacation leave specified in Article XII.

Section II:

In any event "personal" days referred to in Section I are not used, they may be accumulated.

Section III:

In the case of any "emergency" situation, an officer may be granted a "personal" day off upon approval of his immediate supervisor, and will not have to conform to the mandated three (3) days' notice.

ARTICLE XXI

PERSONNEL FILES

Section I:

All officers shall have the right to inspect their personnel file (except in the event of a prior or ongoing investigation) within a period of forty-eight (48) hours after the request is made and at a reasonable time, provided that the Chief of Police, or his designated representative, is present at the time of inspection. A representative of the Association may be present when requested by the officer.

Section II:

No document or report shall be placed in an officer's personnel file without prior notice to the officer. In the case of derogatory material, the officer shall have the opportunity to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The officer shall also have the right

to submit a written answer to such derogatory material and his answer shall be attached to the file copy.

## ARTICLE XXII

### OVERTIME

#### Section I:

##### Inter-departmental Over-time

Regular or full-time officers of equal or lesser ranks shall be given preference for all inter-departmental over-time assignments. No officer shall be eligible for over-time if he has not performed his last duty assignment unless such over-time is a result of schedule changes.

#### Section II:

##### Police Services for Special Events Throughout Said Organizations

With regard to requests for police protection at special events or by outside organizations, a regular full-time officer shall have preference for such assignments. Assignments shall be distributed as equally as possible and the members of the department shall not interfere or conflict with the performance of the officer's regular duties. No officer shall be eligible for special assignments if he has not performed his last duty assignment.

ARTICLE XXIII

NO STRIKE

There shall be no strikes, work stoppages or slow-downs of any kind during the life of this Agreement. No officer or representative of the P.B.A. shall authorize, institute, or condone any such activity. No employee shall participate in any such activity. The employer shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

ARTICLE XXIV

LEGAL AID

The employer will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty. This shall not be applicable in any disciplinary or criminal proceedings instituted against the employees by the employer.

The attorney selected shall be reasonably satisfactory to the officer.

ARTICLE XXV

REPRESENTATION FEE

If an employee does not become a member of the P.B.A. during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation

fee to the P.B.A. for that membership year. This fee shall be the maximum allowed by law.

Section I:

Notification

Prior to March 1 of each year, the P.B.A. will submit to the Employer a list of those employees who have neither become members of the P.B.A. for the then current membership year nor paid directly to the P.B.A. the full amount of the representation fee for that membership year. The employer 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 P.B.A.

Section II:

Payroll Deduction Schedule

The employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the employer; or,
- b. Thirty (30) days after the employee begins his employment in a bargaining unit position.

Section III:

Termination of Employment

If an employee who is required to pay a representation fee

terminates his employment with the employer before the P.B.A. has received the full amount of the representation fee to which it is entitled under this Article, the employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

Section IV:

Mechanics of Deduction and Transmission of Fees

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

Section V:

Changes

The P.B.A. will notify the employer in writing of any changes in the list 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 employer receives said notice.

Section VI:

New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the employer will submit to the P.B.A. a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and date of employment for all such employees.

Section VII:

Indemnification

The P.B.A. agrees to indemnify and hold the Borough harmless against any liability which may arise by reason of any action taken by the Borough in complying with the provisions of this Article, provided the Borough gives the P.B.A. timely notice in writing of any claim, demand, suit or other form of liability arising out of the implementation of this Article. This indemnification shall include all legal costs.

ARTICLE XXVI

SEPARABILITY

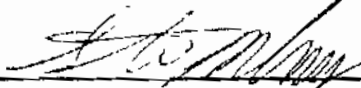
In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

ARTICLE XXVII


DURATION

This Agreement shall become effective on January 1, 1990, and shall terminate on December 31, 1992, and shall continue in full force and effect until a successor Agreement is signed.

FOR THE P.B.A.  
TWIN BROOK LOCAL #148

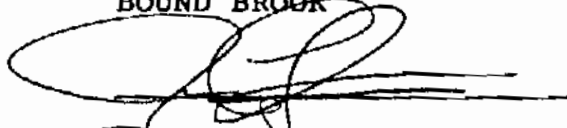
 PRESIDENT


 - State Delegate

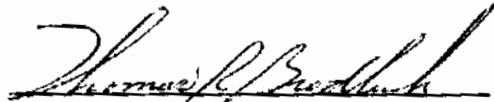
 - TREASURER

Date: 3/5/91

FOR THE BOROUGH OF  
BOUND BROOK







Date: 3/5/91



SCHEDULE A

The following base salaries shall be paid for the respective following year:

1990

<u>POSITION</u>	<u>JANUARY TO JUNE</u>	<u>JULY TO DECEMBER</u>
Lieutenant	\$42,328	\$44,021
Sergeant	38,314	39,846
Detective	36,840	38,314
Patrolman, after completion of the probationary period and three (3) years	35,360	36,774
Patrolman, after completion of the probationary period and two (2) years	32,340	33,634
Patrolman, after completion of the probationary period and one (1) year	30,028	31,229
Patrolman, after completion of probationary period of one (1) year	27,898	29,014
Patrolman, during one (1) year probationary period	25,766	26,797

SCHEDULE A

The following base salaries shall be paid for the respective following years:

<u>POSITION</u>	<u>1991</u>		<u>1992</u>
	<u>JANUARY TO JUNE</u>	<u>JULY TO DECEMBER</u>	
Lieutenant	\$46,222	\$48,533	\$51,930
Sergeant	41,838	43,938	47,006
Detective	40,229	42,241	45,198
Patrolman, after completion of the probationary period and three (3) years	38,613	40,544	43,382
Patrolman, after completion of the probationary period and two (2) years	35,315	37,080	39,677
Patrolman, after completion of the probationary period and one (1) year	32,790	34,430	36,840
Patrolman, after completion of probationary period of one (1) year	30,465	31,988	34,227
Patrolman, during one (1) year probationary period	28,136	29,543	31,611