

AGREEMENT

Between

**BOROUGH OF SOUTH RIVER
MIDDLESEX COUNTY, NEW JERSEY**

And

SOUTH RIVER P.B.A. LOCAL 62

January 1, 2010 through December 31, 2012

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PREAMBLE

THIS AGREEMENT, made this day of , 2010 by and between the BOROUGH OF SOUTH RIVER, MIDDLESEX COUNTY, NEW JERSEY (hereinafter the “Borough” or “Employer”), and SOUTH RIVER POLICEMEN’S BENEVOLENT ASSOCIATION (PBA) LOCAL No. 62 (hereinafter 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

A. 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 B, herein, for the purpose of collective bargaining and all activities and processes relative thereto.

B. The bargaining unit shall consist of all Patrolmen of the Police Department of the Borough of South River, New Jersey, now employed or hereinafter employed, excluding the Sergeants, Lieutenants, Deputy Chief of Police and the Chief of Police. 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. This Agreement shall govern all wages, hours, and other terms and conditions of employment herein set forth.

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

ARTICLE II

GRIEVANCE PROCEDURE

A. Definition

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

B. Step 1

A grievance must be filed in writing with the Chief of Police within fifteen (15) days of the occurrence or within fifteen (15) days when the employee first should have been aware of the occurrence. Chief has ten (10) working days to render decision.

Step 2

If the employer 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 within ten (10) calendar days after response at Step 1. The Borough Administrator shall have ten (10) 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 within ten (10) calendar days after response at Step 2. 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) working days in which to respond in writing setting forth its decision and reasons.

Step 4

If the matter is unresolved at level 3 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, **by either party within 30 calendar days of the response in Step 3.**

C. 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

A. 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.

B. 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.

C. The decision of the Arbitrator shall be in writing, and shall include the reasons for such finding and conclusion. The Arbitrator shall have thirty (30) days to render such decision.

D. The decision of the Arbitrator shall be final and binding. **He shall have the authority 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 parties under this Agreement.

E. 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.

F. The Arbitrator shall be found by the provisions of this Agreement and by the Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involving the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

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

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 Borough 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 elected 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., 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 disciplined by discharge, reprimand, reduction in rank or compensation, deprivation of any employee advantage or any adverse evaluation of his/her professional 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, or 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, except where a public reprimand is necessary for emergency reasons or under emergency circumstances.

ARTICLE V
BILL OF RIGHTS

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 a 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. **Officers are subject to disciplinary action up to and including dismissal for refusing to answer questions or knowingly providing false answers.**

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. representatives 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 audit, 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 negotiations.

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 12 meetings. The Borough Administrator 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 bulleting boards that may service notice to anyone covered by this Agreement.

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

The Council shall grant one (1) day of release time with **pay per month** 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. Subject to the provisions of Section B. of this Article, 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 Borough will provide a 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 member's 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 property 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 the 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 Administrator in writing of the amount of regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership 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 off set 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 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 Administrator 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.

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

(b) Thirty (30) days after the employee begins his or her employment a bargaining unit position, unless the employee previously served in a 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

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 Borough 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 Borough Administrator receives 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 title, 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, suit, or other forms of liability that shall arise out of or by reasons 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

No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve but not arbitrate such action in accordance with and except as modified by the provisions hereinbefore set forth entitled "Grievance Procedure."

ARTICLE IX

DISCRIMINATION AND COERCION

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

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. Upon reasonable notice, an employee shall, upon verbal request to the Personnel Department, have an opportunity to review his or her personnel 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. The employee 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

Employees, while rendering aid to another community, at the direction of their superior, shall be covered by Workers' Compensation and liability insurance and pension as provided by state law.

ARTICLE XIII

WORK SCHEDULE AND OVERTIME

A. All employees covered by this Agreement shall work an eight (8) hour tour of duty. Said employees 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.

B. 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 scheduled 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.)

C. 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 **three (3)** hour minimum guarantee.

D. When it becomes necessary for personnel to be called out on emergency, such personnel shall be compensated at time and one half the employee's base hourly rate with a **three (3)** hour minimum guarantee.

E. Extra Time Off (XTO)

1. An employee shall not be permitted to use or accumulate more than 96 hours of XTO time in any calendar year, except as set forth in paragraphs 3 and 4 of this section, below.

2. An employee who has used 96 hours of XTO in a calendar year thereafter may accumulate additional XTO in that year, but shall not be permitted to utilize the additional XTO until the following year. An employee may carry over a maximum of 96 hours of XTO from one calendar year to the next.

3.. An employee who has accumulated more than 96 hours of XTO shall not be eligible to earn or accumulate additional hours until such time as his total accumulated time has been reduced to below 96 hours.

4. The Borough, in consultation with the Association, will develop a quarterly schedule to keep the number of hours of XTO time to 96.

5. XTO approval shall be granted based on manpower availability.

6. Nothing set forth herein shall change the criteria for the approval or denial of XTO by the administration, except for "4" above.

7. The purpose of this agreement is to limit each employee's annual usage of XTO to a maximum of 96 hours.

F. Stand- By Pay for Detectives

Detectives shall be entitled to stand-by pay up to an amount equivalent to eight (8) hours per weekend, should they be required to report for work. Detectives shall be entitled to 12 hours when on standby for three (3) days (Saturday, Sunday and Monday) or when a holiday falls on a Friday or Monday. Detectives will receive 16 hours of standby pay when required to be on standby for 4 days (Friday, Saturday, Sunday and Monday).

ARTICLE XIV

SALARY AND LONGEVITY

Wages

A. Wages shall be increased across the board as follows: 1/1/10 – 3%; and 1/1/11 – 1.5%. Effective January 1, 2012, the 10th year step will be adjusted to \$91,000; officers not at the 10 year step will receive a 1.5% on 1/1/12.

B. Effective January 1, 2010, 15th year step will become the 10th year step (i.e. top pay).

C. Effective January 1, 2010, \$1,000 will be rolled into the 10th year base pay step only after the percentage increase is calculated.

D. The new salary guide is listed below as Exhibit A.

Exhibit A (Salary Guide)

Patrolman	2010	2011	2012
After 10 th year	\$83,900.00	\$85,159.00	\$91,000.00
After 5 th year	\$81,267.00	\$82,486.00	\$83,723.00
After 4 th year	\$73,351.00	\$74,452.00	\$75,568.00
After 3 rd year	\$65,936.00	\$66,926.00	\$67,930.00
After 2 nd year	\$58,525.00	\$59,402.00	\$60,293.00
After 1 st year	\$51,110.00	\$51,877.00	\$52,655.00
Start	\$42,699.00	\$43,340.00	\$43,990.00

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

Zero to six years	0.0%
Six years to ten years	2.0%
Ten years to fifteen years	5.0%
Fifteen years to twenty years	7.0%
Twenty or more years	9.0%

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 and 1 day – 1 year	1 working day per month not to exceed 5 days
1 st year plus 1 day 5 th year	10 working days
5 th year + 1 day	15 working days

10th year + 1 day

20 working days

Each year thereafter,
one additional vacation
day for each completed
year of service up to
25th year

21 days etc. up to a
maximum of 35 days
(maximum of 30 days for
all current and future
hires on or after 1/1/97)

ARTICLE XVI

HEALTH AND LIFE INSURANCE

A. The Employer agrees to pay 100% of the cost of the following insurance and programs for each employee and his family:

1. **Health benefits are provided through State Health Benefits Plan.**

2. A self-insured/or private prescription plan with a Ten (\$10) Dollar co-pay (brand name) and a Five (\$5) Dollar co-pay (generic), which shall be full family coverage.

B. Effective January 1, 2011 all PBA members will contribute 1.5% of their base salary towards the cost of health insurance premium, which shall continue in full force and effect in 2012 at the rate of 1.5% of base salary.

C. 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 (\$5000) Dollars.

1. The Borough shall contribute up to Three Hundred (\$300) Dollars per employee towards a dental plan chosen by the Borough.

2. Any police officer who has retired with twenty-five (25) years of service or more and who is at least 45 years of age shall receive Borough paid health and prescription insurance (not dental) in existence at retirement subject to contribution as stated herein. 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. There shall be no dental coverage upon retirement.

3. 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.

D. In the event of death of an officer, either on-duty or off-duty, while employed for the Borough, all accumulated sick days (subject to the limitation in Article XIX), earned vacation, personal and XTO days shall be paid to the officer's beneficiary.

ARTICLE XVII

SENIORITY

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

A. The following shall be considered legal holidays for the purposes described below in this Article, during the term of this Agreement:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday

B. Administrative and Detective Personnel will normally be scheduled off when the above mentioned holidays are observed.

1. Members who are required to work overtime on one of the above mentioned holidays shall be paid at the rate of two and one-half times regular rate.

C. An employee may have the option of carrying his/her compensatory time into the next year, or he/she may cash in his/her remaining compensatory time at his/her current daily rate of pay. Each day will be credited on a one day save—one-day pay rate.

The employee shall notify management by November 1st of his/her intent and shall receive payment, if he/she so chooses, no later than December 1st of the same year. No employee shall be permitted to cash in more than twenty-four (24) hours of compensatory time off at any given time.

D. The Employer also grants a thirteenth (13th) 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.

E. **Effective 1/1/2011 – Officer assigned to the patrol division who wants a holiday off conjunction with vacation picks, he/she will have to use a vacation day. This requirement does not apply to detectives and PBA members assigned to administration working a 5-2 schedule, who may utilize the holiday in conjunction with their respective vacation picks.**

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 **as spouse, child, step-child, parent, step-parent or any other blood relative residing with the officer** 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. Employees must pay their 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 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 that 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. **This opinion shall be binding.** 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 in writing may be subject to discipline, including discharge. The Borough Administrator shall not be arbitrary and capricious in denying employment during the employee's workday.

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. If an employee was previously paid for his accumulated sick leave when his employment was terminated, he shall be required to reimburse the Borough in full for the amount of such payment, including taxes, before his prior accumulated sick leave shall be restored to him.

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. The 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 of one and one-sixth (1-1/6) days per month. The rate of accumulation shall be one (1) day per month for all employees, to be accumulated monthly. When sick leave is required, a fraction of a day in total accumulation shall be benefits under this Article. Thereafter, sick leave shall be accumulated at the rate 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 in the line of duty shall be excluded in the calculation of sick leave.

R. Each department head shall be required to furnish the Borough Treasurer with 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 Administrator.

7. To lay off 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

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, that employee is entitled to be paid at the higher rank during the time that he or she actually serves in that position.

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 #62) to represent, without prejudice, any individual accused of violating this or any other Article heretofore agreed upon.

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 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 Chief of Police. The information provided to the Chief of Police 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 a regulation uniform with the permission of the Chief of Police.

ARTICLE XXXV

FAMILY, MEDICAL AND MATERNITY LEAVE

A. Calculation of the twelve (12) weeks of leave provided under the federal Family and Medical Leave Act (“FMLA”) shall commence after an employee has exhausted his current and banked sick leave. FMLA leave shall run concurrently with any remaining paid leave (e.g., vacation leave, personal leave, or XTO).

B. Female Police Officers (“female officers”) shall advise the employer of a pregnancy. The rights of a Female Police Officer shall include, but not be limited to:

1 The female officer shall be permitted to work so long as such work is permitted by a doctor’s note. The doctor shall be a physician of the female officers own choosing. Upon recommendation of the female officer’s physician, she shall be transferred to an administrative position which she is capable of performing. The female officer shall be permitted to wear appropriate clothing and equipment which is consistent with her medical condition.

2. In addition to the other provisions of this article, the female officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.

3. The female officer shall at all times be kept at full benefits and shall be considered on active duty for all compensation purposes up to six (6) months after the birth of the child .

4. Upon return to active duty status, the female officer shall be placed in the same or similar position to which she held before departing maternity status.

ARTICLE XXXVI

BI-LINGUAL SPEAKING PATROL OFFICERS AND DETECTIVES (Effective 1/1/2011)

Patrol Officers and/or Detectives who pass a test for Spanish and/or Portuguese as a second language and receive State Certification shall be entitled to receive an additional six (6) days off of work per year with pay and shall be utilized so long as it does not cause overtime. Days will be credited at the start of each year. Patrol Officers and/or Detectives with Spanish/Portuguese speaking certification can be assigned to any shift by seniority by the Chief of Police, so long the Chief is able to show the requirement(s) for a Bi-Lingual Patrol Officer.

ARTICLE XXXVII

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 XXXVIII

DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2010 through December 31, 2012.

South River P.B.A. Local 62

Borough of South River

Jonathan Minacapelli
President

Andrew J. Salerno
Borough Administrator

Attest:

Attests:

Edwin Yorek
Delegate

Joseph Zanga
Chief Financial Officer