

BOROUGH OF MIDDLESEX

AND

PBA 181 EMPLOYEES CONTRACT

JANUARY 1, 2002 TO DECEMBER 31, 2005

(FOUR YEARS)

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PREAMBLE

This agreement made this ___ day of _____ 2003, between the Borough of Middlesex (hereinafter referred to as the "Borough") and the Middlesex Borough Policeman's Benevolent Association, Local No. 181 (herein referred to as the "PBA"), with the members of the bargaining unit (hereinafter referred to as "Employees").

WHEREAS, the Borough has recognized its obligation to negotiate with the PBA pursuant to the provisions of the New Jersey Employer-Employee Relations Act (N.J.S.A. 34A-1 et seq. as amended);

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties hereto agree to the following terms and conditions:

ARTICLE I

MANAGEMENT RIGHTS

A. Middlesex Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in its prior to the signing of this Agreement by the laws and Constitution of State of New Jersey and of the United States, including, but not without limited the generality of the foregoing the following rights:

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

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department

after advance notice thereof to the employees to require compliance by the employees is recognized.

ARTICLE I

REPRESENTATION FEE

If an employee does not become a member of the PBA during any membership year (i.e., from January 1st, to the following December 31st) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the PBA for that membership year. This fee shall be the maximum allowed by laws.

1. NOTIFICATION: Prior to March 1st of each year, the PBA will submit to the Borough a list of those employees who have neither become a member of the PBA for the then current membership year nor paid directly to the PBA the full amount of the representation fee for that membership year. The Borough will deduct from the salaries of such employees, in accordance with section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

2. PAYROLL DEDUCTION SCHEDULE: The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deduction will begin on the first paycheck paid:

(a) Ten (10) days after receipt of the aforesaid list by the Borough; or,

(b) Thirty (30) days after the employee begins his employment in a bargaining unit position.

3. TERMINATION OF EMPLOYMENT: If an employee who is required to pay a representation fee terminates his employment with the Borough before the PBA has received the full amount of the representation fee to which it is entitled to 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 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 PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

5. CHANGES: The PBA will notify the Borough in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made no more than ten (10) days after the Borough received said notice.

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

7. INDEMNIFICATION: The PBA shall indemnify the Borough from all liability resulting from and/or caused by dues deductions or fair share representation fees.

ARTICLE II

JUST CAUSE PROVISION

It is the policy of the Borough of Middlesex that every employee, at all times, be treated fairly, courteously and with respect. Conversely, each employee is expected to accord the same treatment to his associates, supervisors and to the public.

ARTICLE III

GRIEVANCE PROCEDURES

1. DEFINITION: A "Grievance" is an allegation by an employee, a group of employees or the PBA that his and/or their rights regarding the interpretation and application of the contract or the administrative decision affecting him and/or them has been violated.

2. PURPOSE: The purpose of this grievance procedure is to provide an orderly internal mechanism for the resolution of problems relative to employees. All concerned shall endeavor to secure a rapid and equitable determination to employee grievances at the lowest possible level through regular administrative channels without and procedures interfering with the normal Police Department operations, and procedures shall be kept as informal and confidential as possible.

3. PROCEDURES: If the affected employee, group of employees, or the PBA fails to commence a grievance within ten (10) calendar days after the grievant knew or should have known about the occurrence of a grievable event, then and in that event the grievance shall be considered waived. Failure at any level of this procedure to communicate a decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level.

Failure at any level of this procedure to appeal an abandonment of the grievance or an acceptance by the grievant of the decision at that level. All decisions shall be in writing with supportive reasons provided. The steps in the grievance procedure shall be as follows:

STEP ONE:

A grievance should first be presented verbally to the immediate supervisor and the supervisor must either arrange a mutually satisfactory settlement of the grievance within forty-eight (48) hours or advise the grievant of his inability to do so. The immediate supervisor may not make any decision contrary to the existing policies of the department.

STEP TWO:

If the grievance cannot be settled at Step One, the grievant, and/or a PBA representative, may present a written grievance to the Captain, with a copy of the Chief of Police, within a forty-eight (48) hour period (excluding weekends) after being notified the initial grievance was denied.

The grievance shall be stated as completely and clearly as possible and is to be signed by the grievant and/or PBA representative. The Captain is to initial and date the grievance upon receipt and return a copy of same

to the grievant. The Chief of Police, within forty-eight (48) hours (excluding weekends) after the receipt of the grievance will submit to the grievant, with a copy to the Borough Police Committee, a written report setting forth his determination and his reasons for same.

STEP THREE:

If the grievant is not satisfied with the determination made by the Chief, or the Captain, acting on his behalf, the grievant and/or the PBA representative, may present the written grievance to the Borough Police Committee with forty-eight (48) hours (excluding weekends) after the grievance was denied in Step Two. The Borough Police Committee will conduct a hearing within ten (10) days after the receipt of the Chief's or Captain's written determination with respect to the grievance and the Borough Police Committee shall render a written decision with respect to said grievance within one (1) week after the hearing.

STEP FOUR:

If the grievant wishes to present the grievance to the Mayor and Council, he or they must do so in writing within forty-eight (48) hours (excluding weekends) after being notified that the grievance has been denied by the Police Committee by filing it with the Borough Clerk, with a copy

submitted to the Chief of Police. The Borough Clerk shall present the grievance to the Mayor and Council at the next scheduled agenda meeting and the Mayor and Council will conduct a hearing within two (2) weeks after receipt of the written grievance from the Borough Clerk. Thereafter, the Mayor and Council shall render a written decision with respect to said grievance within two (2) weeks after the hearing.

STEP FIVE

In the event the grievant is dissatisfied with the determination of the Mayor and Council, the grievant shall have the right to binding arbitration pertaining to any grievances. A request for binding arbitration shall be made under the rules and regulations of the Public Employees Relations Commission no later than ten (10) days following the receipt by the grievant of the determination of the Mayor and Council. Failure to file within said time period shall constitute a bar to such arbitration. In the event of arbitration, the costs of arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs. All papers and documents relating to the grievance and its disposition will be placed in the grievant's personal file.

A. The arbitrator shall have no authority to add or subtract from the agreement. The arbitrator shall be bound by the applicable laws of the State of New Jersey and the laws of the United States in decisions of the courts of the State of New Jersey and courts of the United States. The arbitrator must address only the issues submitted to arbitration and shall not have the authority to determine any other issues not so submitted, nor shall the arbitrator render observations or declare opinions which are not essential in reaching a determination. The parties direct the arbitrator to decide, when asked, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute. In rendering his/her decision, the arbitrator shall indicate his/her findings of facts and reasons for making the award.

ARTICLE IV

HOURS OF WORK AND OVERTIME

1. Police employees will be reimbursed for overtime at the rate of one and one half (1 ½) times their regular hourly rate of pay for all time worked in excess of their regularly scheduled tour of duty, which tour of duty shall not exceed twelve (12) hours. The employee shall have the option of direct cash payments or compensatory time off, according to the following:

a. Monetary compensation for regular and court overtime worked shall be made within the next pay period after the overtime is earned. Monetary compensation for outside contractor overtime worked shall be made in the next pay period after the Borough receives payment.

b. Employees may accrue up to four hundred eighty (480) hours of compensatory time. This time may be taken at any time, subject to the approval of the Chief of Police or his designee, which approval shall not be unreasonably withheld. This

compensatory time may also be taken upon termination of employment, the employee having the option to a monetary payment for the hours accrued as per the Fair Labor Standards Act, as amended in 1985.

2. In the event an employee is called into work on his non-scheduled time (including, but not limited to, off-duty court or administrative appearances, police school, firearms qualifications, special training, etc.) he shall be guaranteed a minimum of two (2) hours pay at one and one half (1 ½) his regular rate of pay. However, if an employee is called into work immediately prior to or immediately following his regularly scheduled shift the two (2) hour minimum will not apply and he will be paid for the actual time worked at the rate of one and one half (1 ½) his regular rate of pay for all hours worked in excess of his regularly scheduled tour of duty, which shall not exceed twelve (12) hours.

3. In the event employees are required to testify on behalf of the Borough in a civil case, the Borough will attempt to have the Borough's insurance company reimburse police employees for testifying in such civil proceedings.

4. Effective January 1, 2003 officers assigned to the Detective Bureau shall receive a \$1,000.00 stipend.

ARTICLE V

BASE SALARY

Employees hired prior to July 1, 2003 shall receive the following:

	2002	2003	2004	2005
Rank	3%	3.5%	4%	4.5%
Captain	\$78,859	\$81,619	\$84,884	\$88,703
Lieutenant	\$74,069	\$76,662	\$79,728	\$83,316
Sergeant	\$69,274	\$71,698	\$74,566	\$77,922
Patrolman A	\$64,394	\$66,647	\$69,313	\$72,432
Patrolman B	\$57,389	\$59,397	\$61,773	\$64,553
Patrolman C	\$54,076	\$55,969	\$58,207	\$60,827
Patrolman D	\$51,151	\$52,941	\$55,059	\$57,536
Patrolman E	\$47,814	\$49,487	\$51,467	\$53,783
Probationary Officer	\$44,468	\$46,025	\$47,866	\$50,020
Academy	\$29,663	\$28,000	\$28,500	\$29,000
Corporal	\$ 805	\$ 1,000	\$ 1,000	\$ 1,000
Detective Stipend		\$ 1,000	\$ 1,000	\$ 1,000
Patrolmen hired after July 1, 2003 shall receive the following:				
		2003	2004	2005
Patrolman A		\$66,647	\$69,313	\$72,432
Patrolman B		\$60,205	\$62,511	\$65,193
Patrolman C		\$53,764	\$55,709	\$57,955
Patrolman D		\$47,323	\$48,906	\$50,716
Patrolman E		\$40,882	\$42,104	\$43,477
Probationary Officer		\$34,441	\$35,302	\$36,239
Academy		\$28,000	\$28,500	\$29,000
Step Increases		\$ 6,441	\$ 6,802	\$ 7,239

ARTICLE VI

LONGEVITY BENEFITS

1. The longevity benefits which existed previously have been modified as pre-existing longevity program which provided for a two (2%) percent increase for each five (5) years of service without limitation, has been amended to provide that there will still be a longevity program providing for a two (2%) percent increase for each five (5) years of service, with a maximum longevity bonus that an employee may now expect to receive will be eight (8%) percent.

2. All periods of employment shall be computed for January 1st of the year of appointment or employment, unless the date of said appointment took place on or after July 1st, in which case said period of employment shall be computed from January 1st of the year following said appointment or employment. The payment of the above-defined additional remuneration shall be made retroactive to January 1st of each given year.

3. Longevity benefits shall continue as set forth above for all employees hired as of December 31, 1984, but all employees hired after December 31, 1984 will not be entitled to receive longevity benefits.

ARTICLE VII

CLOTHING ALLOWANCE

1. The clothing allowance for uniform shall be fourteen hundred (\$1,400.00) dollars per man for year. The members of the department will buy their own bulletproof vests and shall be required to wear them when and if a determination is made by the Police Chief as to when said bulletproof vests are needed to be purchased and when police officers need to start wearing bulletproof vests on a regular basis.

2. Upon determination by the Chief of Police that a uniform, wrist watch, wide glass/contact lenses have been damaged while in the performance of the officer's duty, except in the opinion of the Chief of Police such damage is due to negligence by an omission or commission of the employee, the Borough shall pay the affected employee the following amounts in addition to the regular clothing allowance.

- a. Complete expenses for replacement of uniforms.
- b. The repair or replacement cost of a wristwatch up to fifty dollars (\$50.00).

c. The repair or replacement cost of eyeglass or contact lenses up to one hundred fifty dollars (\$150.00).

ARTICLE VIII

HOLIDAYS

1. Employees shall be paid for thirteen (13) holidays per year, by separate check, one-half (1/2) in June and one-half (1/2) in November of each year as follows:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	General Election Day
President's Day	Thanksgiving
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Personal Birthday
Labor Day	

2. Compensatory time off up to two (2) days will be granted for any other unusual occurrence/holidays for which other Borough employees are given time off. Any time off beyond two (2) days will be paid at the current regular rate of pay.

3. Employees shall be given three (3) additional "Floating" holidays over and above thirteen (13) paid holidays. These "Floating" holidays must be taken and the employee cannot choose to be paid in lieu of taking the holidays. The three (3) floating holidays must be

converted to 24 hours for those employees who work a regular scheduled work day in excess of eight (8) hours.

a. No more than two (2) people can take a "floating" holiday at any one time and a holiday will be given by seniority in the event that more than two (2) people seek to have the same "floating" holiday.

b. It is further understood that an employee may choose to request a "Floating" holiday at the beginning or at the end of a vacation period. In the event an employee has been granted a "floating holiday based upon a written request, and thereafter an employee with greater seniority requests the same holiday, seniority will not prevail and an employee may not be "bumped" because of seniority once the "floating" holiday has been granted.

ARTICLE IX

VACATION

1. Vacation will be granted under the following schedule:

0 to 6 months	No vacation
6 months to 1 year	five (5) working days
1 year to 3 years	ten (10) working days

2. Commencing January 1st of the year of which the employee will attain four (4) years of service, the vacation days will be increased by one (1) additional day for each year of service over three (3) years, with a maximum vacation limit of thirty-two (32) days.

3. All periods of employment shall be computed from January 1st of the year of appointment or employment unless the date of said appointment took place on or after July 1st, in which case said period of employment shall be computed from January 1st of the year following said appointment of employment. The payment of the above vacation benefits shall be made retroactive to January 1st of each year.

4. Any employee may, upon receiving prior approval of the Chief, carry forward up to five (5) days of unused vacation time from one calendar year into the next succeeding calendar year. Employees desiring to carry

forward vacation time as aforesaid must submit a written request to the Chief on or before September 1st of the year from which the vacation time is to be carried forward. Each such request will be considered by the Chief in the order in which received and will be evaluated on the basis of demonstrated need and the effect on departmental operations.

5. Vacation days must be converted to hours for those employees who work a regularly scheduled work day in excess of eight (8) hours.

ARTICLE X

SICK LEAVE

1. Employee will be entitled up to a maximum of one year sick time. This shall not be interpreted to limit the number of sick days an employee may take during his or her career.

2. One half (1/2) of a working day shall be the smallest unit to be considered in computing sick leave used.

3. Sick leave in excess of three (3) consecutive days must be justified by a certificate from a physician relating to the employee's illness.

4. An employee on sick leave must be at their residence during the time of his normal shift. If the employee must leave during this time he/she must call in when leaving his residence and must call in upon returning. All or any portion of the time not accounted for by the employees will result in a loss of salary for that period. This paragraph will not apply to an employee who is on an extended disability, injury, illness or hospitalization.

5. If the employee is absent from work for reasons that entitle him to sick leave, the Chief or designee shall be notified as early as possible, but no later than one half (1/2) hour prior to the start of the scheduled work

shift from which the employee is absent, except in the event of unforeseen circumstances which prevent the employee or individual on behalf from calling in such absences. Failure to so notify the Chief or designee may be cause for denial of sick leave pay for that absence(s).

ARTICLE XI

NON-JOB RELATED INJURIES

In the event that an employee sustains any injury which does not occur in the course of employment with the Borough of Middlesex, the Borough of Middlesex will be obligated to pay said employee that employee's full salary minus whatever monies are received by the employee as a result of insurance money or other benefits paid to him as a result of insurance money or an employer other than the Borough of Middlesex. For example, if a police officer is working on a part-time job for an employer other than the Borough of Middlesex and is injured on that job and receives workman's compensation benefits or other benefits from the employer, the policeman will be entitled to receive his full salary from the Borough minus whatever benefits he receives from the other employer. The employee will be obligated to furnish to the Borough of Middlesex a statement under oath attesting to whatever benefits he has received as a result of this employment with any other employers.

ARTICLE XII

BEREAVEMENT LEAVES

1. In the event of death in the employee's immediate family or the death of a relative who resides with the employee, the Mayor and Council will grant a three (3) day leave of absence with pay to the employee. One (1) day of mourning will be permitted in cases where the employee cannot physically attend the funeral because of distance to the location.

2. For purposes of bereavement leave, the term "Immediate Family" shall mean and refer to the employee's spouse, children, parents, father-in-law, mother-in-law, sisters, brothers and any member of the immediate household.

3. In addition, an employee will be given one (1) day off with pay to attend the funeral of a "near relative" defined as follows:

Employee's Godfather or Godmother

Spouse's brothers or sisters

Employee's and Spouse's grandmother, grandfather, son-in-law and daughter-in-law.

4. Employees must provide the Chief with reasonable verification of the decease of the near relative.

ARTICLE XIII

INSURANCE POLICIES

1. Hospital/Medical: The Borough agrees to pay for the cost of Blue Cross/Blue Shield insurance for all employees and dependents who are a party to this contract and retired employees who had 25 years or more as Borough employees as provided under Chapter III, P.L. 1973 (N.J.S.A. 52:14-17.38) and under N.J.S.A. 52:14-17.25 et seq., commonly known as the New Jersey State Health Benefits Program Act.

2. Dental Plan: The Borough shall provide a basic dental plan, based on the UCR concept, for employees and their dependents, at no cost to the employee. The maximum amount payable by the carrier for an eligible patient in any calendar year is \$1,000.00 for basic and prosthodontic benefits. In addition, orthodontic benefits are subject to a \$500.00 maximum per case. The plan includes the following coverage:

Preventive and Diagnostic:	100%
Remaining basic services:	70/30
Sealant benefit rider	70/30
Prosthodontic benefits:	50/50
Orthodontic benefits:	50/50

3. Term Life Insurance: The Borough held term life insurance policy is for \$10,000.00 per employee.

4. Long Term Disability: Insurance costs for long term disability insurance will be paid in full by the Borough.

5. The Borough reserves the right to present alternate hospitalization and insurance protocols to the PBA during the term of the contract.

ARTICLE XIV

EMPLOYEE RIGHTS DURING INVESTIGATIONS

The wide ranging powers and duties given to the department and its members involve them in all manners of contracts and relationships with the public. Out of these contracts 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 whenever a written complaint has been filed with the Chief of Police against any employee concerning his duties as a police officer and/or whenever a criminal investigation is being conducted of a police employee:

1. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.
2. The employee shall be informed of the nature of the investigation before any interrogation commences.
3. The questioning shall be reasonable in length.
4. The complete interrogation of the employee shall be recorded mechanically upon the request of either party. There will be no "off the record" questions unless mutually agreed upon.

5. The employee shall not be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as inducement to answering questions.

6. If an employee is the subject of an investigation and is to be interrogated, he shall be so advised that he is under investigation and shall be assured his rights pursuant to the current decisions of the United States Supreme Court.

7. 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 representative(s) before answering questions concerning any alleged violation of his duties or written complaint which may result in any disciplinary action being taken against said employee and before being questioned concerning any criminal activities.

8. The provisions are not intended to deprive an employee of any of his rights granted to employees under the laws of the State of New Jersey and the Constitution and other laws of the United States.

ARTICLE XV

RETENTION OF BENEFITS

All other benefits granted prior to this agreement, not specifically set forth herein, will remain in full force and effect.

ARTICLE XVI

SEPARABILITY CLAUSE

If any section, subsection, subdivision, clause or provision of the written contract agreement shall be adjudged invalid, such adjudications shall apply only to the section, subsection, subdivision, clause or provisions so adjudged, and the remainder of the written contract shall be deemed valid and effective.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

1. Funds shall be provided for training members of the Middlesex Police Department.

2. A committee shall be established with representation from the Middlesex Police Department which shall review all accidents involving Borough employees and/or Middlesex Borough owned equipment. This committee shall determine cause(s) of accidents, determine the degree of negligence and report findings with recommendations for action to the Chairman of the Council Safety Committee.

3. A paid terminal leave shall be granted employees hired on or before December 31, 1984 six (6) months prior to normal retirement. No terminal leave shall be granted for disability retirement or for voluntary resignation. A paid terminal leave shall be granted to employees hired after December 31, 1984 six (6) months prior to normal retirement. A paid terminal leave shall be granted to employees hired after December 31, 1984, three (3) months prior to normal retirement.

4. Payroll savings Plan Deductions, for purposes of purchasing United States Savings Bonds, is available to every member of the Middlesex Borough Police Department.

5. In the event an employee is killed during the performance of his duties as a police officer, the Borough will pay to the heirs or estate of said employee a sum of money equivalent to the employee's base salary during the year that he is killed in the line of duty. This benefit shall be in addition to any and all benefits paid to the family of said employee as a result of workman's compensation benefits and other benefits paid to the survivors of said employee.

6. Those individuals receiving reimbursement for use of personal vehicles on Borough business on a per-mile basis shall be compensated at the rate of 31 cents per mile.

7. Notwithstanding the provisions of the New Jersey Statute covering attendance at the State PBA Convention, it is understood that the PBA will only be allowed to send two (2) delegates to attend the State PBA convention and the PBA will not request to send more than two (2) delegates to the State PBA Convention.

8. The Borough agrees to pay the cost of eyeglasses or contact lenses every two (2) years, for employees only, to \$175.00, subject to the conditions set forth herein.

9. All vacation days, floating holidays and other days off provided in this agreement shall be based on an

eight (8) hour work day. Employees who work a schedule which involves a regular work day in excess of 8 hours shall have these days converted to hours. For example, an employee entitled to twelve (12) vacation days who works a regular work day in excess of eight (8) hours would be entitled to ninety six (96) hours of action, (12 days times 8 hours per day = 96).

This agreement constitutes the employment contract between the Borough of Middlesex and the members of the Middlesex Borough Policeman's Benevolent Association Local 181 covering the said period from January 1, 2002 through December 31, 2005. Whenever and wherever any reference in the contract is made to either sex, it is understood to be gender neutral.

ARTICLE XVIII

FULLY BARGAINED AGREEMENT

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 in 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 parties at the time the negotiators signed this Agreement.

ATTEST:

Kathleen Anello,
Borough Clerk

Mayor Ronald Dobies

PBA Local 181

