

**Collective Bargaining Agreement
2022-2026**

**South Bound Brook Police Officers, Sergeants, and
Lieutenants -New Jersey State PBA Local #148**

and

The Borough of South Bound Brook

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AGREEMENT

THIS AGREEMENT made the 9th day of May, 2023, for the period between January 1, 2022 at 0001 hours through and including December 31, 2026 at 2400 hours, between the Mayor and the Council of the Borough of South Bound Brook, hereinafter referred to as the "Borough" or "Employer" and the New Jersey State Police Benevolent Association, South Bound Brook Police Local Number 148 (South Bound Brook Police Officers, Sergeants, and Lieutenants), hereinafter called the "PBA" and represents the complete and final understanding on all bargainable issues between the Borough and the PBA.

WITNESSETH

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wage, (hours of work and other conditions or employment) and fringe benefits.

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 PBA as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all its Police Officers, Corporals, Detectives, Sergeants, and Lieutenants (law enforcement officers collectively) in the Police Department in South Bound Brook, New Jersey, but excluding the Chief of Police and all other non-law enforcement employees of the Borough. The members of the PBA in all ranks may also be collectively referred to in this Agreement as "Officers."

ARTICLE II

MANAGEMENT RIGHTS

- A. The Borough of South Bound Brook hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in its prior to the signing of the 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 following rights:
1. The executive management and administrative control of the Borough Government and its properties, facilities and activities of its employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To use improved methods and equipment to decide the number of employees needed for any particular time and to be in sole charge of the quality of work required.
 3. To hire all employees and to promote, transfer, assign or retain employees in positions within the Borough.
 4. To reprimand, suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for just cause.
 5. To lay off employees in the event of lack of funds.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of New Jersey and of the United States and ordinance of the Borough of South Bound Brook.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of any of its powers, rights, authority, duties or responsibilities under any State, Federal or Local Law, including R.S. 40, N.J.S.A. Title 40A and 11A.

ARTICLE III

NO STRIKE

There shall be no strikes, work stoppages or slowdowns of any kind during the life of this agreement. No Police Officer, Corporal, Detective, Sergeant, or Lieutenant or representative of the PBA shall authorize, institute or condone 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 IV

GRIEVANCE PROCEDURE

- A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement; the following procedures shall be followed:

STEP #1: An Officer with a grievance or the PBA on behalf of an Officer or Officers shall, within fourteen calendar days from the date of occurrence of the facts which gave rise to the grievance or reasonably becoming aware of such facts, address it with the Administrative Supervisor, either directly or through the PBA's designated representative for the matter of resolving the issue informally. A grievance not brought within fourteen

calendar days is deemed waived unless permitted under applicable law. The PBA shall receive notice of an individually filed grievance and meeting, shall be entitled, but shall not be required to appear at any such meeting with an individual grievant.

In the absence of the Administrative Supervisor for greater than fourteen calendar days, Step #1 shall be eliminated and the aggrieved party shall proceed to Step #2 on the fifteenth day and indicating that Step #1 was eliminated due to the Administrative Supervisor's absence.

STEP #2: If the party filing the grievance is not satisfied with the disposition of the grievance at Step #1 or if no decision has been rendered within fourteen calendar days after presentation of the grievance at Step #1, the officer with notice to the PBA, or the PBA may file a written appeal of the Step #1 decision with the Chief of Police within fourteen days of disposition or a decision not being rendered.

A meeting with the Chief of Police for the Step #2 grievance shall be held within fourteen calendar days of the filing of the written grievance between the Chief of Police and the PBA, or the officer with the PBA. The Chief of Police thereon shall render a decision, in writing, within fourteen calendar days after this meeting. In the absence of the Chief of Police for greater than fourteen calendar days, Step #2 shall be eliminated and the aggrieved party shall proceed to Step #3 on the fifteenth day and indicating that Step #2 was eliminated due to the Chief's absence.

STEP #3: If the PBA is not satisfied with the disposition of the grievance at Step #2 or if no written decision has been rendered within thirty calendar days by the Chief of Police after presentation of that grievance at Step #3, the matter may be referred by the PBA or its designated representative, to the Mayor and Police Commissioner within fourteen days. A meeting on the grievance shall be held between the PBA and the Mayor and Police Commissioner, at a time mutually agreeable to the parties. The parties may also be represented by counsel at this meeting. Said meeting shall not be held publicly unless all parties agree to do so in writing. The Mayor and Police Commissioner shall render their final written decision within thirty calendar days of the date of the meeting.

STEP #4: ARBITRATION

1. If the PBA is not satisfied with the disposition of his/her grievance at Step #3, the PBA may within fourteen calendar days of receipt of the written decision of the Mayor and Police Commissioner, request arbitration of said grievance.
2. An arbitrator shall be selected by the parties from the panel of arbitrators maintained by the Public Employment Relations Commission in accordance with the selection procedures of the Commission. The decision or award of an arbitrator shall be final and binding on the parties subject to N.J.S.A. 2A:24-1, et seq.
3. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement and shall confine his decision to the Interpretation of this Agreement. He shall confine himself to the one (1) issue submitted for arbitration unless otherwise agreed to by the parties.

4. The cost of the service of the arbitrator shall be borne equally by the parties. Any other expenses including the presentation of witnesses incurred in connection with the arbitration shall be paid by the party incurring same. Only the PBA or the Borough shall have the right to submit a matter to arbitration.
5. The time limit specified in the grievance procedure shall be construed as maximum. If a grievance is not presented within the aforementioned time period or an appeal of a decision is not filed within the specified time from receipt of that decision, as specified in this Article, it shall not thereafter be considered a grievance under this Agreement.

ARTICLE V

HEALTH BENEFITS

- A. The Borough of South Bound Brook will offer a choice of all health benefit plans offered by the State Health Benefits program and shall continue to pay the full cost of health premiums for all South Bound Brook Police Officers, including their families during the Officer's employment, less a salary deduction at the Tier IV level made pursuant to State Law, subject to the following exceptions only.
 1. The Salary deduction for officers who select the State Omnia Care plan, however, shall be at the Tier II level set forth in State Law.
 2. Each South Bound Brook Police Officer who selects a health benefit plan with a premium that is less than the most expensive plan offered currently at Direct 10 level, other than Omnia Care, shall be reimbursed half of the annual premium cost saved by such enrollment.

In the event that reimbursement cannot be made by credit to the employee which reduces the amount that the employee contributes from his or her pay, then reimbursement shall be made in two installments. The first such installment shall be based upon the estimated 6-month savings and will be paid to the officers on or about July 1 of each year. The remainder shall be equal to the actual savings realized by the Borough less the amount paid in the first installment, payable by December 31 of each year.

The Borough reserves the right to change insurance carriers and/or plans or to self-insure so long as substantially similar benefits are provided.

All Tier 2 and Tier 4 deductions will be divided equally and made over all pay periods equally.

- B. For Officers employed by the Borough on or before June 1, 2016, upon retirement from the South Bound Brook Police Department, the retired Officer will retain medical benefits, which were covered at the time of retirement, paid in full by the Borough of South Bound Brook and pursuant to PFRS regulations for the retired Officer only. Any and all increases

in the cost of insurance coverage beyond the Officer's retirement date or any changes in coverage are to be borne solely by the retired Officer.

- C. Officers hired after June 1, 2016 are not eligible for Borough of South Bound Brook paid retiree health insurance upon retirement. Notwithstanding the same, Borough of South Bound Brook Officers who at the time of their hire into this unit were eligible under a prior Collective Bargaining Agreement for South Bound Brook policy for retiree health insurance will continue to be eligible for health insurance upon retirement as long as they continue to meet the required eligibility. Officers who at the time of hire into this unit, who were not eligible for health insurance upon retirement, will continue not to be eligible.

Officers retiring who do not meet the above eligibility will be allowed to continue the group health insurance by paying the entire, required monthly premiums.
There is no dental coverage for retirees.

- D. Starting in Calendar Year 2023 there shall be a health and wellness incentive of \$25 per month shall be placed into an account for each Officer providing proof that such Officer has attended a gym at least ten (10) times during that month. Proofs shall include receipts showing attendance and payment for membership at the relevant month in that gym. The total amount earned for each year shall be paid at the end of the year in a lump sum to the Officer.

ARTICLE VI

SALARIES

The salary schedule for all South Bound Brook Police Officers recognized as being represented by the PBA shall be set forth in Appendices A, which is attached hereto and hereby, made a part thereof. The salary schedule shall be for the years 2022, 2023, 2024, 2025, and 2026. The increase shown on the schedule for each year shall be effective as of January 1st of that year, except that there shall be no retroactive pay for the 2022 increase for the period between January 1 and December 30, 2022; thereafter, retroactive pay shall be issued for the 2022 increase and any subsequent increase until the salaries are paid at the scheduled rates. All officers shall move on their anniversary date to the next step in the guide. There shall be no step freeze.

Salary increases to base shall be shown on the Appendix- Salary Guide.

The Borough may hire above the Academy Step provided the new hire does not get placed at a step that is above his/her years of experience as a full-time Police Officer in the State of New Jersey, and in no event shall it exceed hiring above Step 4.

- 1. Effective in Calendar Year 2023, the Borough having recognized the need to create the following positions, has agreed that it shall pay the following stipends to any Officer placed in such position:
 - a. Corporal: \$5,000 per year prorated by month of service.
 - b. Detective: \$5,000 per year prorated by month of service.

2. Effective and retroactive to January 1, 2023, there shall be a Holiday Shift incentive stipend of \$250 per shift for Officers working regular shifts, not overtime, on any of the following holidays:

New Year's Day; Easter; Memorial Day; Independence Day; Labor Day; Thanksgiving; Christmas Eve; Christmas Day; and New Year's Eve.

ARTICLE VII

VACATION

A.

BOROUGH SERVICE	PAID VACATION TIME OFF
Less than one year	Twelve (12) hours every two (2) months
One year but less than five years	One hundred eighty (180) hours
Five years but less than ten years	Two hundred sixteen (216) hours
Ten years but less than fifteen years	Two hundred seventy-six (276) hours
Fifteen years but less than twenty-five years	Three hundred twenty-four (324) hours
Twenty-five years or more	Three hundred forty-eight (348) hours

- B. Police Officers with less than one year of service time cannot take any vacation time until after they have at least three (3) months of service with the Borough without the approval of the Chief.

- C. Unless given prior approval in writing by the Chief, all vacation time must be taken in full day increments.

ARTICLE VIII

UNIFORM ALLOWANCE

Each member of the Police Department shall receive an annual uniform allowance in the amount of \$1,175.00. Payment shall be made in one lump sum payment, payable on the 30th of April each year.

ARTICLE IX

RETENTION OF BENEFITS

- A. Except as otherwise provided herein, all rights, privileges, benefits, interpretations, and practices relating to negotiable issues which the Police Officers, Corporals, Detectives, Sergeants, and the Lieutenants have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement at no less than the highest standards in effect at the commencement of this negotiation resulting in this contract.
- B. The provisions of all municipal ordinances and resolutions, except as specifically modified, shall remain in full force and effect during the term of this contract and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE X

LEGAL AID

- A. The Borough will provide legal aid to all personnel covered by this agreement subject to N.J.S.A. 40A:14-155.
- B. An Officer requesting legal aid pursuant to this Article, can have an attorney of his choice, provided that the attorney accepts either the current Borough rate for legal professionals or the PBA Legal Protection Plan if the attorney is a member of same. If the attorney is not in the PBA Legal Protection Plan, the attorney must agree to a rate to not exceed \$250.00 an hour. If the attorney selected by the Officer does not accept the previously referenced \$250.00 cap as provided for in this section, the Officer will be responsible for all amounts in excess of same.

ARTICLE XI

DISCRIMINATION OR COERCION

- A. There shall be no discrimination, interference, or coercion by the Borough or any of its agents against the Officers represented by the PBA because of membership or activity in the PBA.
- B. The PBA or any of its agents shall not intimidate or coerce employees into membership in the PBA.
- C. Neither the Borough nor the PBA shall discriminate against any Officer or other Borough employee because of race, creed, color, age, sex, national origin, or any other characteristic as required by law.

ARTICLE XII

EQUIPMENT

- A. The Borough shall not require an Officer to operate any equipment or machinery that is not in safe operating condition not equipped with the safety appliances prescribed by law or regulations adopted thereto.
- B. Equipment, which is potentially unsafe, shall be tagged so that such equipment will, as may be appropriate, be subject to use with caution or not used until it is repaired.
- C. The Borough shall reimburse an Officer up to two hundred dollars (\$200.00) per occurrence, any item of the Officer's designated uniform or equipment damaged, including eyeglasses and wristwatches, during the line of duty that would not ordinarily be covered under insurance. This does not include items damaged by normal wear and tear, which remains the officer's sole responsibility.
- D. The Borough of South Bound Brook agrees to provide a new bulletproof vest for every officer wishing to have one issued. Such vests shall be replaced every five years from the original date of purchase. The cost to replace the vests shall be incurred by the Borough of South Bound Brook. Any officer receiving a vest shall be responsible to wear it while on duty, unless authorized otherwise by the Chief of Police.

ARTICLE XIII

SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by such tribunal pending a final determination as to its validity, such provision or application shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIV

PBA MEMBER'S RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every Police Officer shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations or other concerted activities for mutual aid and protection or to refrain from doing so.
- B. Two members of the PBA shall be permitted time off to attend negotiation sessions, grievance sessions and meetings of the New Jersey State Delegates. The two members may also attend the New Jersey State Convention and the Mini-Convention, provided that the Chief of Police is provided ample notice of same and the efficiency of the Department is not affected thereby. A certificate of attendance shall, upon request, be submitted by the member so attending.

- C. An Officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated Superior Officer is present at the time of the inspection.
- D. The Borough agrees to notify the individual Officer if any material derogatory to the Officer is placed in his personnel jacket.
- E. The PBA will be permitted to reasonably use telephones, faxes, and copy machines for PBA business. There will continue to be a designated bulletin board, maintained by the PBA President or his duly appointed representative, which will remain free of any item not related to the PBA or approved by the PBA.

ARTICLE XV

BILL OF RIGHTS

- A. Members of the South Bound Brook Police Force 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 power of the municipality. The security of the community depends to a great extent on the manner in which Police Officers perform their duty. Their employment is thus in the nature of a public trust.
- B. The wide-ranging powers and duties given to the Department and its members in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the force. These questions often require immediate investigation by the Superior Officers designated by the Chief of Police. 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.
- C. Unless the exigencies of the investigation dictate otherwise, the interrogation of a member of the force shall be at a reasonable hour and when the member of the force is on duty.
- D. When, however the exigencies of the situation dictate that a member of the force be subject to interrogation when the member is not on-duty, the member shall then be paid at a compensatory rate.
- E. The interrogation shall take place at a location designated by the investigating Officer. Usually, it will be at Police Headquarters or the location where the incident allegedly occurred.
- F. The member of the force shall be informed of the nature of the investigation before any interrogation commences.
- G. The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. This shall be provided also for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

- H. The member of the force shall not be subject to offensive language nor shall the member be threatened with transfer, dismissal, or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.
- I. The complete interrogation of the member of the force shall be recorded mechanically or by department stenographer. There shall be no "off-the-record" questions. All recesses called during the questioning shall be recorded.
- J. If a member of the force is under arrest or is likely to be, that is; if the member is a suspect or target of a criminal investigation, the member shall be given his/her rights pursuant to the current law of the Supreme Court of the United States.
- K. In all cases, in the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for a member of the force, if the member so requests, to consult with counsel and/or the member's PBA representative before being questioned concerning a violation of the Rules and Procedures. Council and a representative of the PBA may be present during the interrogation of a member of the force.

ARTICLE XVI

MISCELLANEOUS

- A. The Borough shall provide to every Officer a copy of the Police Rules and Regulations, special orders, general orders, training bulletins and a copy of this agreement.
- B. The cost of printing copies of this agreement shall be borne by the Borough.

ARTICLE XVII

TERMINAL LEAVE

A. Qualifications for Terminal Leave:

A member of the South Bound Brook Police Department upon completion of twenty-five (25) years (all Police total pursuant to Policeman and Fireman's Retirement System calculations) of serviced and upon qualifying under the rules and regulations of the State of New Jersey's Police and Firemen Pension System shall be granted a pro-rated leave of absence from regular duty; with pay, for a period up to and not exceeding six (6) months. This leave of absence shall be commonly known as Terminal Leave. During Terminal Leave, an Officer will be required to utilize all accrued sick time maintained in the sick time bank unless the Officer decides to sell back his time.

B. Notice of Intent to Retire

The retiring member shall inform the Mayor and Council of the member's retirement date no later than the September Council meeting preceding the first day of January of the effective retirement year.

C. Determination of Terminal Leave

1. A retiring member shall be given 5.2 hours credit for each twelve (12) hours of accumulated sick time on record; up to and not exceeding the members retirement date.
2. A retiring member shall be given one (1) hour of credit for each unused hour of Vacation time and each unused hour of Personal time on record; up to and not exceeding the member's retirement date.
3. All credit days will be applied towards Terminal Leave unless Officer decides to sell back their time.

ARTICLE XVIII

SICK DAY ALLOWANCE

- A. All Police Officers with at least one year of service are entitled to one hundred and sixty-eight (168) hours of sick time per year. Officers with less than one year of service shall accrue twelve (12) hours of sick time every two months until their anniversary of hire, at which time they will receive one hundred sixty-eight (168) hours of sick time minus the sick time accrued during that calendar year.
- B. Unused sick time may be accumulated up to two thousand four hundred (2400) hours of sick time for use in either the Terminal Leave Program subject to the limitations and qualifications set forth in Article XVII above or sold back subject to the limitation that each sick day shall be paid at a 33% rate set forth below.
- C. Members with ten (10) or more years of service may sell back sick time at a rate of thirty three percent (33%) when leaving the department subject to the limitations set forth in N.J. Stat. § 40A:9-10.4.
- D. Unused sick time may be compensated at a rate equal to thirty three percent (33%) of all accumulated sick time at the end of each calendar year.
- E. Sick time may be used in increments of one (1) hour.
- F. The Borough may require proof of illness of an employee on sick leave whenever such requirement appears warranted under the circumstances.

ARTICLE XIX

PERSONAL DAY ALLOWANCE

- A. All Police Officers shall be entitled to forty-eight hours (48) paid personal time per year unless the Officer is on the probationary period. In the event the Officer is on the probationary period, the Officer will receive a pro-rated amount of paid personal time corresponding with the number of months remaining in the year. However, in no event

shall a probationary officer utilize any personal time within the first four months of his or her hiring.

- B. Personal time shall be granted absent emergent circumstances. Personal time must be used in full day increments.
- C. Officers shall be entitled to use personal time in full day increments in response to an order of overtime.
 - 1. Notwithstanding subsection C, if other Officers are not reachable or otherwise unavailable to receive an order of overtime, or if available, all such Officers elect their right to use a personal day, then it is understood and agreed that the first Officer ordered will work overtime.
 - 2. No Officer will be required to work greater than eighteen (18) consecutive hours for the purpose of allowing an Officer(s) to avoid an order of overtime.
 - 3. It is understood that any Officer electing to use a personal day in order to avoid an order to work overtime must forfeit one full personal day.
 - 4. An Officer may carry over only one (1) personal day into the following calendar year, which must be utilized by April 1st. All other days not utilized will be forfeited.

ARTICLE XX

OVERTIME

- A. For the purpose of computing overtime for personnel working a twelve (12) hour shift, all hours worked in excess of twelve (12) hours in one twenty-four (24) hour day shall be compensated at the Officer's discretion as Compensatory time off or at the Officer's Overtime rate as set forth below.
- B. For the purpose of computing overtime for personnel working an eight (8) hour shift, all hours worked in excess of eight (8) hours in a twenty-four (24) hour day shall be compensated at the Officer's discretion as Compensatory time off or at the Officer's Overtime rate as set forth below.
- C. Overtime compensatory time for hours worked shall be equal to one and one half (1.5) times the actual time worked.
- D. An Officer's Overtime rate shall be computed as follows: Base Salary divided by 2080, multiplied by 1.5.
- E. An Officer who is dismissed at the end of a tour of duty and recalled back to duty at a time not continuous to the Police Officer's regular tour of duty shall receive a minimum of three (3) hours overtime pay.

- F. All Officers may be required to work a reasonable amount of overtime.

ARTICLE XXI

COURT

- A. If an Officer is required to appear in court or in any judicial or quasi-judicial proceeding in connection with the performance of the Officer's duties on the Officer's scheduled time off or vacation day, court time will be construed as regular overtime for all time spent in connection with such appearance (See Article XX)
- B. No overtime payments shall be made for any appearance in connection with any disciplinary, PERC or Civil Service proceeding or any civil action unless the Officer is required to attend as a witness, except as the complaining witness, at the direct order of the Chief of Police or Borough.

ARTICLE XXII

SCHEDULE

A. Twelve Hour Work Schedule:

1. The regularly scheduled work week for Officers (defined herein as Police Officer, Corporal, and Sergeants) working a twelve (12) hour shift schedule, patrol division, shall be a twelve (12) consecutive hour shift.
2. The work schedule shall consist of three (3) consecutive days of work, two (2) consecutive days off, two (2) consecutive days of work, three (3) consecutive days off, two (2) consecutive days of work, two (2) consecutive days off. The work schedule shall consist of a 28-day cycle, as is currently utilized.
3. During the duration of the Police Department's utilization of the currently used 12-hour shift schedule, compensatory time of 108 hours per year ("r-time") will be provided to the Officers. All such time shall be scheduled after all Officers have been afforded the opportunity to choose their vacation days for the year and will be given in 12-hour increments, scheduled in a manner decided by the Chief of Police. Once the "r-time" days have been scheduled, the days cannot create overtime by the utilization of a previously non utilized vacation day without the express consent of the Chief of Police.

B. Non-Twelve-Hour Work Schedule:

1. The regularly scheduled work week for Officers not working a twelve-hour shift (as designated in Article XXII, Section C) shall be five (5) 8-hour days or four (4) 10-hour days. Work shall be in accordance with a schedule assigned by the Chief of Police (or

his designee). The total hours that Assigned Officers shall work per calendar year shall equal two thousand eighty hours (2080), which included non-regulatory days off.

2. The mutually agreed upon schedule must be coordinated on or before October 1st of each year by both the Assigned Officer and the Chief of Police or his designee. The five (5) 8-hour day schedule shall consist of a seven (7) day work period with five (5) days on and two (2) days off totaling 40 hours worked. The four (4) ten (10) hour day schedule shall consist of a seven (7) day work period with four (4) days on and three (3) days off. Officers working such schedules shall not be entitled to r-time.

C. Schedule Assignment

1. Officers shall work in accordance with a schedule determined by the Chief of Police or his designee.
2. The schedule for Officers and Superior Officers shall be posted at least two (2) weeks in advance (complying with Article XXII.), excluding the assigned relief Police Officer.

D. Major Holiday Work Schedule

1. The four capable Officers (i.e., not on workmen's compensation, funeral leave) with the least seniority will be the sole Officers working; Easter, Thanksgiving, and Christmas every year.
2. The selection of shifts would be selected by seniority amongst those four Officers.
3. The Officers receiving the day off on a day that they would have otherwise been scheduled to work would be automatically scheduled for a replacement day for the convenience of the schedule within seven (7) days "pre" or "post" the holiday, barring any scheduling conflicts which would prevent such.
4. Senior Officers not interested in accepting this option shall forward a written correspondence to the scheduling Officer at least thirty (30) days prior to the holiday. Under these conditions, only necessary Officers with the least seniority would be responsible to cover that holiday.

E. Superior Officer Work Schedule

1. Superior Officers not on patrol shall work in accordance with a schedule assigned by the Chief of Police.
 - i. 8-hour schedule: 7-day work period, 40 hours per work period consisting of five (5) 8-hour shifts.

- ii. 12-hour schedule: Two (2) alternating consecutive 21-day work periods, 120 hours per work period.
 - iii. 10-hour schedule: 7-day work period, 40 hours per week, consisting of four (4) 10-hour shifts.
2. The total hours that a Superior Officer shall work per calendar year shall equal two-thousand eighty (2080) hours, unless otherwise ordered by the Chief of Police.
- i. Superior Officers shall not be entitled to "r-time", as described in Section A (3).

F. Detective Work Schedule:

- 1. Detectives shall work either the five day or four-day schedule of 40 hours per week totaling 2080 hours per Calendar Year. Detectives shall not be entitled to r-time as described in Section A (3).

G. Relief Officer Work Schedule

- 1. The Chief of Police or his designee may assign relief officers, based upon reverse seniority given the needs of the department.
- 2. Relief officers will receive equal compensation time, over his customary compensatory time as referenced in Article XXII, (A) (3), for all hours worked as a relief officer.

ARTICLE XXIII

DENTAL BENEFITS

- A. All Officers and their families shall receive the benefits of a Family Dental Plan agreed upon by both the Borough and the Officers. The Borough reserves the right to change insurance carriers and/or plans or to self-insure so long as substantially similar benefits are provided.
- B. There shall be a dental cap, which shall increase every year if necessary, to equal the exact treatment and benefits afforded to the South Bound Brook Police Officers and their families.

1. Preventive Diagnostic	100%
2. Remaining Basic Benefits	70/30%

3. Crowns, Inlays and Gold Restorations	50/50%
4. Prosthodontics Benefits	50/50%

There is a maximum of twenty-five dollars (\$25.00) per patient per calendar which are not applicable to Preventive and Diagnostic Services.

- C. The Borough reserves the right to change the insurance carrier and/or plan or to self-insure so long as substantially similar benefits are provided.

ARTICLE XXIV

TUITION REIMBURSEMENT

- A. An Officer who enrolls in any post-secondary, continuing, or higher education, will have his/her tuition costs paid for in advance up to the Rutgers' University tuition rate provided such Officer has received a Grade of C or better or a passing grade where a letter grade is not available.
- B. In the event the Officer fails to successfully complete (as described in "A" above) the course(s) and/or remain in the employment of the Borough until the completion of said course, the Officer shall reimburse the Borough for the tuition fees and book allowance.
- C. The Borough will reimburse the Officer for books for the aforementioned course(s) at the rate of \$100 per course.
- D. Officers hired after the date of execution of this Agreement must complete three (3) years of services in order to be eligible to receive the tuition reimbursement. After that time, there must be reasonable notification to the Borough Administrator that the Officer will be attending appropriate classes.

ARTICLE XXV

INCREMENT FOR HIGHER EDUCATION

- A. All Officers who have or will have obtained an:
 - 1. "Associates" degree shall receive the following annual payments: \$325.00 per year
 - 2. "Bachelors" degree shall receive the following payments: \$575.00 per year
 - 3. "Masters" degree shall receive the following payments: \$725.00 per year
- Payment shall be made in one lump sum payment, payable on the 15th of December.

ARTICLE XXVI

SPECIAL EVENTS

The Borough of South Bound Brook shall offer outside overtime opportunities as they become available to full-time sworn Police Officers first.

ARTICLE XXVII

SAVINGS PLAN

The Borough of South Bound Brook shall institute and maintain a savings plan mutually agreed upon between the Borough and the South Bound Brook Police Officers.

ARTICLE XXVIII

ON CALL SUBPOENA PAY

Each member of the South Bound Brook Police Department shall be entitled to an additional two (2) hours of regular hourly pay for each day that they are on-call for trial testimony pursuant to a prosecutorial subpoena or notice provided they are not already on-duty during at least one half of the hours during which testimony may be required pursuant to the times specified in the subpoena or notice or regular hours of the applicable court. All Officers will make a reasonably good faith attempt to determine when they are released from on-call status. In no case will compensation for on-call status be extended beyond the week of the subpoena or notice unless a new subpoena or notice is issued.

ARTICLE XXIX

FUNERAL LEAVE/ DEATH IN FAMILY

- A. In case of death of a member of the immediate family of a South Bound Brook Police Officer, up to three (3) consecutive scheduled workdays lost attending the funeral during the period beginning with the date and extending through the day after the burial, inclusive, such Officer will be protected from loss of pay at his/her regular salary.
- B. For the purpose of this section, a member of the immediate family shall be limited to the father or step-father, mother or step-mother, husband, wife, domestic partner, brother, sister, grandchildren, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents of Officer or grandparents of spouse, whose funeral is attended by the Officer.
- C. Upon request the Officer will furnish the Chief of Police with proof of death and attendance at the funeral. In the case of the return of the body of a deceased serviceman, the above will apply for three (3) consecutive workdays between the arrival of the body in the country and the day of the burial.

ARTICLE XXX

CRITICAL STRESS COUNSELING

The Borough shall provide Critical Stress Incident counseling as needed.

ARTICLE XXXI

E.M.T. REIMBURSEMENT ALLOWANCE

Officers who are current Emergency Medical Technicians or are in the process of maintaining their certification shall receive a reimbursement allowance annually of \$950.00. Payment shall be made in one lump sum payment, payable on the 15th of December. To be eligible for reimbursement, an Officer must be certified as an E.M.T. on December 1st of that calendar year. If the Officer was only certified in part of the previous year, said amount will be pro-rated for the months the Officer was actually certified.

ARTICLE XXXII

SEVERANCE PAY

The Borough of South Bound Brook shall pay each police Officer a Severance pay of one year's current base salary based on that Officer's rank if the police department merges, is taken over by another entity, disbands, or its equivalent. This shall be paid in monthly payments over a period of twelve months to begin immediately.

ARTICLE XXXIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2022 and shall remain in effect to and including December 31, 2026. Should the parties hereto fail to reach an agreement for a new contract before the termination of this contract, the terms and conditions of this contract shall continue in full force and effect until a new contract changing the terms and conditions is fully executed.

ARTICLE XXXIV

FULLY BARGAINED PROVISION

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, whether specifically written in this Agreement or incorporated pursuant to the Retention of Benefits article.
- B. The Parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining.

- C. Except as specifically stated elsewhere in this Agreement, the Borough of South Bound Brook and the Union, for the life of this Agreement, agree that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referenced to or covered in this Agreement or with respect to any matter or subject referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

- D. This Agreement may be modified in whole or in part by the Parties only by an instrument in writing executed by both parties.

Signature Page

This contract is non-negotiable unless agreed upon in writing, by the Borough of South Bound Brook, Somerset County New Jersey, and the New Jersey State PBA, South Bound Brook Local #148 or The South Bound Brook Police Officers. During such times of negotiations, the Terms and Conditions of this Agreement shall prevail.

IN WITNESS WHERE OF, the parties have hereunto set their hands and seals at the Borough of South Bound Brook, New Jersey, on this 9th Day of May, 2023.

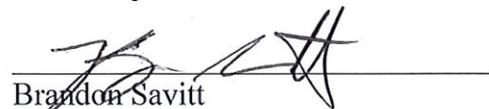
P.B.A. South Bound Brook Police Local 148



Rashun Davidson
P.B.A. President

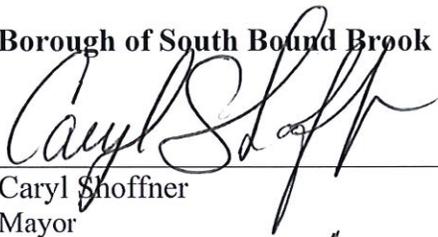


Douglas LaGrua
P.B.A. Representative



Brandon Savitt
P.B.A. Representative

Borough of South Bound Brook



Caryl Shoffner
Mayor



Elizabeth Konkle
Council Liaison to the Police Department



Christina Fischer
Borough Clerk/Administrator

APPENDIX A

SALARY GUIDE

	<u>2022*</u>	<u>2023**</u>	<u>2024 **</u>	<u>2025 **</u>	<u>2026 **</u>
Lieutenant	\$146,327	\$151,814	\$157,128	\$162,234	\$167,101
Sergeant	\$128,954	\$133,790	\$138,472	\$142,973	\$147,262
Officer Step 7	\$119,286	\$123,759	\$128,090	\$132,253	\$136,221
Officer Step 6	\$114,974	\$114,974	\$115,000	\$116,000	\$117,000
Officer Step 5	\$99,284	\$99,284	\$100,000	\$101,000	\$102,000
Officer Step 4	\$87,457	\$87,457	\$88,000	\$89,000	\$90,000
Officer Step 3	\$76,053	\$76,053	\$77,000	\$78,000	\$79,000
Officer Step 2	\$65,428	\$65,428	\$66,000	\$67,000	\$68,000
Officer Step 1	\$55,225	\$55,225	\$56,000	\$57,000	\$58,000
Probationary Officer	\$45,619	\$45,619	\$46,000	\$47,000	\$48,000
Academy	\$32,145	\$35,000	\$36,000	\$37,000	\$38,000

*It is agreed that there will be no retroactive pay for the calendar year 2022 raise thru December 30, 2022; the 2022 increase shall be retroactive to December 31, 2022. Officers, Sergeants, and Lieutenants will continue to be paid at the 2021 rates thru December 30, 2022.

**It is agreed that the 2023 salaries will be effective and retroactive to January 1, 2023 and thereafter the 2024, 2025, and 2026 increases to salary shall be effective on January 1st of the applicable year.