

**Agreement between  
Borough of Rumson  
and  
Rumson P.B.A.  
Local #345**

**January 1, 2019 through and including December 31, 2023**

## TABLE OF CONTENTS

### ARTICLE NO.

#### PREAMBLE

1	RECOGNITION
2	MAINTENANCE AND MODIFICATION OF WORK RULES
3	ASSOCIATION REPRESENTATIVE AND MEMBERS
4	RETENTION OF CIVIL RIGHTS
5	RETIREMENT
6	MANAGEMENT RIGHTS
7	NON DISCRIMINATION
8	WORK WEEK – OVERTIME
9	VACATIONS
10	INJURY AND SICK LEAVE
11	INSURANCE, HEALTH AND WELFARE
12	EDUCATIONAL INCENTIVE
13	EXCHANGE OF DAYS OFF
14	HOLIDAYS AND COMPENSATORY TIME AND PERSONAL DAYS
15	CLOTHING ALLOWANCE AND CLOTHING MAINTENANCE ALLOWANCE
16	BEREAVEMENT LEAVE
17	MILITARY LEAVE
18	BULLETIN BOARDS
19	GRIEVEANCE PROCEDURES
20	ASSIGNMENTS AND REPORTING TIME
21	POLICE EQUIPMENT
22	SAFETY AND HEALTH COMMITTEE
23	QUALIFICATION OF EMPLOYMENT
24	DEFECTIVE VEHICLES
25	SPECIAL TRAINING AND SCHOOLING
26	SALARIES AND LONGEVITY
27	BILL OF RIGHTS
28	TIME OFF FOR BROTHER OFFICERS KILLED IN LINE OF DUTY
29	SEPARABILITY AND SAVINGS
30	EXTENSION OF CONTRACT AGREEMENT
31	DISCHARGE AND DISCIPLINE
32	DURATION OF AGREEMENT

## **PREAMBLE**

**THIS AGREEMENT**, effective this 1st day of January, 2019, by and between the **BOROUGH OF RUMSON**, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and the **RUMSON P.B.A.**, hereinafter called the "Association" represents the complete and final understanding, on bargainable issues between the Borough and the Association, and the Borough agrees not to enter any other Agreement or contract with those of its employees who are hereby covered, which in any way conflicts with the terms and provisions of this Agreement.

## **ARTICLE 1**

### **RECOGNITION**

- A. The Borough recognizes the Association as the exclusive collective negotiations agent for all Police Officers, with the exception of the Chief of Police, employed by the Borough.
- B. The title Police Officer or employee shall be defined to include the plural, as well as the singular, and to include males, as well as females.

## **ARTICLE 2**

### **MAINTENANCE AND MODIFICATION OF WORK RULES**

- A. All conditions of employment relating to wages, hours of work, and general working conditions, currently in effect, shall be maintained for the life of this Agreement.
- B. The provisions of this Agreement will govern, where specifically applicable, any inconsistent rules, regulations or ordinances or any other provisions or manual or law notwithstanding.

## **ARTICLE 3**

### **ASSOCIATION REPRESENTATIVE AND MEMBERS**

- A. During negotiations, authorized Association representative not to exceed two (2) shall be excused from their normal work duties to participate in collective negotiation sessions that are mutually scheduled to take place during their scheduled work time, and shall suffer no loss of regular pay thereby.
- B. The Borough agrees to grant time off to employees designated by the Association to attend police conventions as provided by N.J.S.A. 40A:14-177. Said convention leave will include reasonable travel time.

- C. One (1) member of the Association shall be granted the day off to attend State meetings.

#### **ARTICLE 4**

#### **RETENTION OF CIVIL RIGHTS**

Employees shall retain all Civil Rights under New Jersey State Law and Federal Laws, consistent with their authorities and responsibilities as Police Officers, provided, however, this provision shall not be deemed to limit or modify the Civil Rights of such employees as private citizens.

#### **ARTICLE 5**

#### **RETIREMENT**

Members who become eligible for retirement under New Jersey Law and Ordinance of the Borough shall retain all pension rights, hospitalization insurance and other benefits as contained herein

#### **ARTICLE 6**

#### **MANAGEMENT RIGHTS**

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authorities, 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 specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

#### **ARTICLE 7**

#### **NON-DISCRIMINATION**

Neither the Borough nor the Association shall discriminate against any employee due to that employee's membership, non-membership participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the Association.

#### **ARTICLE 8**

## WORK WEEK – OVERTIME

- A. The existing 12 hour schedule, as described below, shall remain for the life of this agreement.
- B. 1) The overtime rate shall be calculated based upon 2,060 hours of work per year. Employees shall be compensated for all overtime work at the rate of one and one-half (1 ½) times the regular hourly rate.
- 2) Effective with the work schedule set forth in Paragraph A above, if an employee is required to work longer than 84 hours in a 14 day work period, the employee shall be compensated for all overtime work at the rate of one and one-half (1 ½) times their regular hourly rate.
- 3) In addition to overtime as outlined above, on January 1<sup>st</sup> of each contract year, each employee is credited with 124 hours of Kelly-Time to be used in that year to offset and reduce the total number of scheduled hours to equal the total number of contract hours listed herein. Kelly-Time cannot be used, if at the time the request is submitted, it will create overtime. Kelly-Time cannot be added to an employee's Comp Bank and/or cashed in at any time during the year. Upon retirement in a given year, the retirement date will dictate the Kelly-Time awarded for that year. The employee shall not be eligible for Kelly-Time for the portion of the year that was not worked after the retirement date. If the Employee has used more Kelly-Time than was earned, the employee will pay back the Borough for the amount of time used greater than the amount earned at the time of retirement.
- C. Employees shall receive time and one-half (1 ½) compensation for all hours worked beyond their regular shift.
- D. At the sole option of the employee, the employee may elect to receive compensatory (comp time) time up to 100 hours in lieu of cash for any amount of overtime earned (at the premium rate). Comp time balance must be reduced or cashed out to a maximum of 100 hours at year end and or prior to time of promotion. Comp time balance must be cashed out at time of retirement.
- E. If an employee is called to duty on their time off, the employee shall receive overtime compensation (1 ½) for all hours worked, with a minimum guarantee of two hours at one and one-half (1 ½) times their regular rate.
- F. The Borough shall pay all employees for appearance in Municipal, County, Superior and Juvenile Courts, and Grand Jury and all administrative agencies, on off-duty time, the rate of time and one-half with a two hour minimum, as set forth in E herein. Employees may not be retained for the purpose of attaining the two hours if the appearance requires less time.

- G. Overtime or comp time shall be paid at the next available pay period.

**SCHEDULE**

- 1. 12 HOURS PER SHIFT  
24 HOURS WEEK ONE  
60 HOURS WEEK TWO
- 2. 4 weeks per cycle @ 13 cycles per year = 52 weeks
- 3. 14 days worked per cycle @ 12 hours per shift = 168 hours worked per cycle
- 4. 168 hours worked per cycle @ 13 cycles per year = 2184 hours worked minus  
124 hours Kelly time per officer, per year = 2060 hours worked per year

**ARTICLE 9**

**VACATIONS**

- A. Vacation allowances shall be as follows:

From date of hire through 5 years	102 hours
Beginning of year 6 through year 9	127.5 hours
Beginning of year 10 through year 14	161.5 hours
Beginning of year 15 through year 20	195.5 hours
Beginning of year 21 through year 25	212.5 hours
Beginning of year 26 and thereafter	221 hours

New hire Vacation Time of 12 days (102 hours) is prorated in the first calendar year based on hiring date for the remaining months of the year worked. Existing Borough Employees hired as new Police Officers shall not exceed 12 days (102 hours) of vacation time in a calendar year.

- B. Vacations shall be selected by seniority as it has been done since the inception of the first Police Contract dated January 1, 1998.
- C. The Vacation period shall be January 1<sup>st</sup> through December 31<sup>st</sup>.
- D. Vacations can be taken in days with no minimum period.
- E. Employees shall not be subject to recall while on vacation, except in cases of emergency, in which case the employee is still entitled to one full day's pay.
- F. On January 1<sup>st</sup>, an employee's vacation becomes vested for that year.

## ARTICLE 10

### INJURY AND SICK LEAVE

- A. Employees shall receive 127.5 hours of sick time per year for use when an employee is absent from work for reasons of illness or non-work related injuries.
- B. Unused sick time shall accumulate from year to year until retirement.
- C. The 127.5 hours of sick time shall be credited to each employee as of January 1<sup>st</sup> of each year. Sick time for new hires is prorated based on the month hired in the calendar year. New hires will be credited with the full amount of sick time at the start of the next calendar year.
- D. Upon retirement from the Police Department, pursuant to any approved retirement provided by New Jersey Law, the employee shall be entitled to cash in all accumulated sick time at the rate of \$7.64 per hour (\$65 divided by 8.5 hours) to a maximum of Fifteen Thousand Six Hundred Dollars (\$15,600).
- E. All accumulated sick leave shall be paid to the estate of an employee who dies prior to retirement based on formula in D. above.
- F. Employees who become injured and disabled while on duty or in the course of performing police duties, shall be entitled to time off with full pay during their period of disability, not to exceed one year for each such injury. The Borough Council on recommendation from the Police Committee shall grant such leave of absence.
- G. The Police Committee of the Borough Council may require all employees that are absent more than three consecutive days due to sick leave, submit acceptable medical evidence substantiating the illness or injury.
- H. The Police Committee of the Borough Council may require an examination by an independent physician during or after leaves of absence for illness or injury lasting more than five working days. The examination shall be paid for by the Borough.

## ARTICLE 11

### INSURANCE, HEALTH AND WELFARE

- A. The Borough shall supply to employees, past and present, all necessary legal advice and counsel in the defense of charges filed against them in performance of duty, or the settlement of claims for false arrest, personal injury, death or property damage arising out of or in the course of their employment, and the Borough shall pay and satisfy all judgments against said employees from such claims, except for

intentional or punitive awards. In the event the employee is charged with a criminal offense owing to this employment, the employee may retain an attorney of his choosing and the Borough shall pay reasonable attorney's fees and costs.

- B. Whenever employees are required to use their personal vehicles in the scope of their employment, the Borough will assure that the employee will not suffer economic damage for having to use their vehicle in the scope of his employment. Any such use of personal vehicles shall be authorized in writing by the Chief.
- C. Hospitalization. The Borough agrees to remain in the New Jersey State Health Benefits Program. Both parties agree to meet annually to review benefit coverages and if a change in provider would benefit (equal to or better than the current SHBP in place for the given year) both the Borough and the Association.
- D. Dental Insurance. The current Dental Insurance Plan shall be maintained. The Borough may look at other options for dental insurance in the future with the goal to reduce cost while maintaining or increasing current benefit levels (equal to or better than). The Borough wishes to review and have the option to adjust benefits as needed. Association agrees to work with the Borough in this process as options and alternatives become available to the employees.
- E. The Employees will pay for Health and Dental coverages based on the State of New Jersey and Borough mandated requirements of the greater of the following:
  - 1. 10% of the cost of the Borough's Health and/or Dental coverage as adopted in the January 1, 2007 contract, or;
  - 2. Will pay for health coverage according to the State mandated schedule in Chapter 78 P.L. 2011.

Contributions should be deducted from an employee's regular paycheck and subject to the employer's Section 125 Plan for tax purposes only.

- F. Employees may waive the right to Health Benefits in which case the Borough agrees to reimburse the employee the lesser of 25% of the annual savings incurred for the Borough or \$5,000 and will be paid in December of each year. Payment is prorated for the time in which the employee is eligible for reimbursement, based on enrollment date or withdrawal/retirement date. Upon opting out of the Borough's insurance, an employee may only re-enroll in health benefits upon being removed from their current provider, according to the State requirements and regulations. There is currently no waiver for Dental Coverage.

## **ARTICLE 12**

### **EDUCATIONAL INCENTIVE**



- A. Criminal Justice Degree, Non-Criminal Justice Degree in Sociology, Psychology, Computer Science, Government and/or Public Administration/Science, Education, Political Science or Communication
 

AA Degree	\$ 1,250 per year
BS Degree	\$ 1,750 per year
MS Degree	\$ 2,000 per year
- B. An employee must provide documentation showing that they earned the aforementioned degrees.
- C. A \$500.00 annual stipend shall be provided to any police officer who obtains and keeps current an Emergency Medical Technician's (EMT) License.
- D. Incentive is only paid annually for the single highest recognized degree.
- E. Any officer hired after January 1<sup>st</sup>, 2020, the incentive will only be paid to an officer that adds a qualifying degree beyond the baseline degree at the time in which they are hired.

**ARTICLE 13**

**EXCHANGE OF DAYS OFF**

- A. The Chief or his designee may grant a request of any member of the Department to exchange hours, duty or days off, subject to standard rules and regulations pertaining to all members who make this request. The request shall not be unreasonably or arbitrarily denied.
- B. The rules and regulations referred to in Paragraph A. above shall be those currently in effect within the Department.

**ARTICLE 14**

**HOLIDAYS AND COMPENSATORY TIME AND PERSONAL DAYS**

- A. Holidays
  - 1. Employees shall receive fourteen (14) holidays (168 hours) per year as additional vacation days.
  - 2. If an employee works on any of the following designated holidays, they shall receive overtime at one and one-half times in cash in addition to the time off set forth in (1) herein.

New Year's Day  
Martin Luther King's Day

Lincoln's Birthday (actual date)  
Washington's Birthday (actual date)  
Good Friday  
Easter Sunday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving  
Christmas

3. Should the Borough declare an additional Holiday, including any unscheduled day or partial day off, for any non-PBA Borough employees, the employees that are members of the Association and are working during the period when the Borough employees are on Holiday or off, shall receive an additional half time for the hours that the regular Borough employees are off and not working. This time will be based on the actual hours that the non PBA employees were off and not working and not based on a full 12 hour shift.
4. New employees are only eligible for Holidays for the remainder of the calendar year in which they are working.
5. At the time of retirement, Retirees are only eligible for 7 total Holidays if they retire before June 30<sup>th</sup> or 14 Holidays if they retire on or after July 1<sup>st</sup> of their retirement year.

B. Personal Days

1. Effective January 1, 2000 employees shall receive three (3) personal days or 36 hours personal time.
2. Effective January 1, 1991 employees, at their option, may convert one sick day (12 hours) to one personal day (12 hours).
3. Personal days may be utilized by employees without being required to provide a reason for the use of the personal days.
4. Forty-eight (48) hours' notice of the use of personal days shall be required, except in the event of an emergency.

**ARTICLE 15**

**CLOTHING ALLOWANCE AND CLOTHING MAINTENANCE ALLOWANCE**

- A. Employees will be provided with the sum of Seven Hundred Dollars (\$700.00) clothing maintenance allowance per year. Allowance shall be paid in July. Allowance will be pro-rated based on hire date if in the first year of employment.
- B. Employees shall receive up to Seven Hundred Dollars (\$700.00) clothing allowance per year. Allowance shall be paid in July. For the year 2019, the amount paid will be net of what has already been purchased in 2019 and will be paid in October. All equipment and clothing shall be clean and kept in good working order. New hires are provided with equipment in Article 21 of this agreement and are not eligible for this allowance in the first year of employment.

## **ARTICLE 16**

### **BEREAVEMENT LEAVE**

- A. In the event of a death in the employee's immediate family, said employee will be granted time off from scheduled work days from the day of death, up to and including the day after the funeral, but not exceed three (3) work days.
- B. Immediate family, for the purposes of this section, will be defined as follows: Parents, spouse, child, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren.
- C. One (1) day off will be granted any employee for attendance at the funeral services of the employee's sister-in-law, brother-in-law, son-in-law and daughter-in-law or any other relatives residing in the immediate household of the employee, and also an aunt, uncle, niece or nephew of the employee or his spouse, and also the spouse's grandparents. This day will be granted for the day of the funeral service.
- D. Reasonable verification of the event and the familial relationship must be submitted within five (5) days of the employee's return to work.

## **ARTICLE 17**

### **MILITARY LEAVE**

- A. Employees ordered to active duty by a component of the United States Armed Forces will be granted leave without pay for the period of such service.
- B. The Borough hereby agrees to grant military leave for training to employee in accordance with New Jersey State Statute.
- C. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave.

## ARTICLE 18

### BULLETIN BOARDS

- A. The Borough shall permit the installation of a bulletin board at the expense of the Association for Association use.

## ARTICLE 19

### GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a complaint about the interpretation, application, or alleged violation of policy, contract or administrative decision affecting an employee or group of employees. Disciplinary matters shall be subject to the grievance procedure.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting the terms and conditions of employment of employees.

C. Procedure

1. Level One

An employee with a grievance should first discuss it with their immediate supervisor, either directly or through the Association representative, with the objective of resolving the matter informally. If the matter being grieved is the result of action taken by the Chief of Police or the Borough Council, the first step of the procedures shall be the Chief of Police.

2. Level Two

If the aggrieved person or group is not satisfied with the disposition of their grievance at Level One or if no answer has been rendered within three (3) days following its presentation, it shall be reduced to writing and submitted to their immediate supervisor.

3. Level Three

If no satisfactory agreement is reached within five (5) days, or if no written response has been received, the grievances shall be submitted to the Chief of Police.

4. Level Four

If no satisfactory agreement is reached at Level Three, within ten (10) working days the grievance may be submitted for the decision to the Borough Police Committee. The Committee shall meet with the Association and discuss the grievance within ten (10) working days after requested to do so. The Committee, after meeting with the Borough Council, shall render its decision within fifteen (15) calendar days.

5. Level Five

Should no satisfactory settlement be reached at the Police Committee level or should no response be received within the specified fifteen (15) days, the Association may submit the grievance to arbitration. Selection of an Arbitrator shall be accomplished by utilizing the services of the New Jersey Public Employment Relations Commission (PERC). The Arbitrator shall not change, limit, or modify this Agreement in whole or in part, and the decision of the Arbitrator shall be binding. The cost of the Arbitrator shall be borne equally.

D. MISCELLANEOUS

1. All grievances filed must show the signature of the Association's designated Grievance Chairperson or President, except where the grievant is representing himself.

2. All decisions rendered in the grievance procedure except as Level One, shall be in writing, setting forth the decision and the reason(s).

3. All hearings and meetings in this procedure shall be confidential and not conducted in public.

4. Any aggrieved person may be represented at all levels of the grievance procedure by himself, or by a representative approved by the Association. Copies of any official grievances submitted by an individual shall be forwarded by the employer to the Association. When grievant is not represented by the Association, the Association may be present to offer its position and safeguard the integrity of the contract on all levels of the procedure. It shall be the responsibility of the employer to inform the Association, in writing, in the event a grievance is filed by an individual acting without Association representation. This agreement in no way limits the right of an individual to confer with the employer on any matter of mutual concern. No such problem shall be remedied in such a manner as to conflict with or modify any provision of this Agreement.

5. The Grievant will have thirty (30) calendar days from the date of the event causing the grievance, or from the date the grievant should have reasonably first known of the grievance, to file a grievance at Level One or the grievance shall be invalid.
6. Grievance hearings will be held at times and locations convenient to both parties and if held during work hours, the employee shall suffer no loss of pay.
7. A waiver of time limits may be arranged by mutual written agreement of both parties.
8. Nothing herein shall preclude the Association from meeting with the Police Committee on a regular basis to discuss matters of mutual concern.
9. Only the Association or the Borough may file for arbitration. If an individual processes his own grievance, the final step of this grievance procedure shall be Level Four.

## **ARTICLE 20**

### **ASSIGNMENTS AND REPORTING TIME**

Whenever assignments and reporting time are changed, employees shall be notified at least forty-eight (48) hours ahead of time, whenever it is possible to do so.

## **ARTICLE 21**

### **POLICE EQUIPMENT**

- A. All patrol vehicles shall be equipped for the officers' safety and comfort and will include, at minimum, air-conditioning, power windows and FM radio.
- B. All new employees shall be provided by the Borough with all equipment listed below:

- |   |                     |
|---|---------------------|
| 5 | Long sleeve shirts  |
| 5 | Short sleeve shirts |
| 3 | Pair pants          |
| 1 | Winter jacket       |
| 1 | Summer jacket       |
| 1 | Rain jacket         |
| 1 | Rain cover for hat  |
| 1 | Pair shoes          |
| 1 | Hat                 |
| 1 | Duty belt           |

- 1 Belt
- 1 Tie
- 1 Expandable Baton and Holder (ASP)
- 5 Academy sweatshirts
- 5 Short sleeve blue T-shirts
- 3 Sweatpants
- 3 Shorts
- 2 Nameplates
- 1 Tie clip
- 1 Baseball cap
- 4 Keepers
- 1 Portable radio holder (belt)
- 1 Bulletproof vest
- 5 Books

As well as, any additional items required by the Chief of Police, Police Training Commission or Police Academy, as approved by the Chief of Police, that will be utilized during the course of duties as a Rumson Police Officer.

- C. The Borough shall purchase 1000 rounds of ammunition for non-scheduled range practice per department per year.

## **ARTICLE 22**

### **SAFETY AND HEALTH COMMITTEE**

- A. The Association hereby agrees to create a Safety and Health Committee of its members.
- B. The Borough hereby agrees to designate administrative personnel to meet periodically with the Safety and Health Committee of the Association. These meetings shall take place as jointly scheduled by the Safety and Health Committee of the Association and the designee of the Borough.
- C. The purpose of the joint committee shall be to generate proposals and suggestions for the maintenance of high safety and health standards for the operation of the Department.

## **ARTICLE 23**

### **QUALIFICATION OF EMPLOYMENT**

- A. All minimum standards presently in effect for appointment to the position of Police Officer shall be maintained.

- B. There shall be no discrimination in the employment of Police Officers based upon race, color, sex, creed or national origin.

**ARTICLE 24**

**DEFECTIVE VEHICLE**

- A. It shall be the responsibility of each employee to immediately report any defective vehicle to his immediate Supervisor.
- B. In the event appropriate Borough authorities determine that a vehicle is in an unsafe condition, said vehicle shall be removed from service and repaired.

**ARTICLE 25**

**SPECIAL TRAINING AND SCHOOLING**

- A. Special training shall be scheduled during working hours whenever practical.
- B. The Chief shall post all available schools and in-service training programs.
- C. Employees may apply to attend schools at the Borough's expense.
- D. The Borough must approve or deny the employee's request to attend the school within seven (7) days of the date of the request.

**ARTICLE 26**

**SALARIES AND LONGEVITY**

	PRIOR YEAR	NEW	NEW	NEW	NEW	NEW
	2018	2019	2020	2021	2022	2023
Percentage Increase For Top 4 Positions Only		2.75%	2.5%	2.25%	2.0%	2.0%
Captain	\$130,355	133,940	137,289	140,378	143,186	146,050
Lieutenant	\$123,203	126,591	129,756	132,676	135,330	138,037
Sergeant	\$118,649	121,912	124,960	127,772	130,327	132,934
Senior Patrolman	\$112,943	116,049	118,950	121,626	124,059	126,540
Chief Investigator	\$750	750	750	750	750	750
Patrolman Year 7	\$105,251	105,251	105,251	105,251	105,251	105,251
Patrolman Year 6	\$95,682	95,682	95,682	95,682	95,682	95,682
Patrolman Year 5	\$86,112	86,112	86,112	86,112	86,112	86,112
Patrolman Year 4	\$76,545	76,545	76,545	76,545	76,545	76,545



Patrolman Year 3	\$66,976	66,976	66,976	66,976	66,976	66,976
Patrolman Year 2	\$57,412	57,412	57,412	57,412	57,412	57,412
Patrolman Year 1 (Probationary)	\$47,842	47,842	47,842	47,842	47,842	47,842

Longevity						
Beginning through						
Yr 4 thru 7	1,675	1,675	1,675	1,675	1,675	1675
Yr 8 thru 11	2,500	2,500	2,500	2,500	2,500	2500
Yr 12 thru 15	3,875	3,875	3,875	3,875	3,875	3875
Yr 16 thru 19	4,900	4,900	4,900	4,900	4,900	4900
Yr 20 thru 23	6,050	6,050	6,050	6,050	6,050	6050
Yr 24 thru 27	6,950	6,950	6,950	6,950	6,950	6950
Yr 28	7,250	7,250	7,250	7,250	7,250	7250

Longevity is eliminated for all new hires after December 31<sup>st</sup>, 2019.

\* \$750 for Chief Investigator is not the base salary for the position, but added compensation to the Officer's base salary.

## ARTICLE 27

### 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 portion of the police powers of the municipality.
- B. The wide-ranging powers and duties given to the Department and its members involves them in all manner 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 investigations 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, preferable when Member of the force is on duty.
  - 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 apprise 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 questions shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
  4. The employee shall not be subject to any offensive language, nor shall the employee be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
  5. If an employee is under arrest or is likely to be; that is, if the employee is a suspect or the target of a criminal investigation, he shall be given rights pursuant to the current decisions of the United States Supreme Court.
  6. In all cases and every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for an employee, if they so request, to consult with council and/or their P.B.A. representative(s) before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.
- C. Members of the Police Department shall be allowed to utilize briefcases to store and/or carry such items of equipment as facilitates the performance of their police duties. These briefcases are subject at all times to inspection by the Chief of Police or designee.
- D. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Borough Police Department, the Borough Administrator and the Mayor and Council.

## **ARTICLE 28**

### **TIME OFF FOR BROTHER OFFICERS KILLED IN THE LINE OF DUTY**

A marked car will be granted to the Association to be used to attend the funeral services of a police officer killed in the line of duty, within the State of New Jersey, at the discretion of the Chief.

## **ARTICLE 29**

### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by court order or other tribunal of competent jurisdiction, such provision will be inoperative but all other provisions will not be affected thereby and will continue in full force and effect. In the event a provision of this contract is deemed to be "invalid", then, and in that event, the parties agree to meet within thirty (30) working days to negotiate a provision to replace the one declared invalid.

## **ARTICLE 30**

## EXTENSION OF CONTRACT AGREEMENT

In the event that the Borough and the Association have not, by December 31, 2023, agreed upon the terms and conditions of employment for the contract period commencing January 1, 2024, then the terms and conditions of this contract of employment will remain in full force and effect, without prejudice, until the negotiation, consummation and execution of said later contract.

### ARTICLE 31

#### DISCHARGE AND DISCIPLINE

- A. No employee will be disciplined or discharged except for just cause.
- B. No employee will be disciplined or called to a meeting that would result in discipline without an Association representative or employee's attorney present.
- C. The Borough will notify the Association in writing of any discharge or suspension within three (3) days (excluding weekends and holidays) after the employee is discharged or suspended.
- D. No hearing will take place without the Association being first notified and the employee must be given sufficient time to retain counsel, no less than five (5) days excluding weekends and holidays.
- E. Written Reprimands  
A written reprimand must be served upon the employee within fifteen (15) days of the occurrence for which the reprimand is being given. The employee will retain the right to appeal a written reprimand.
- F. Oral Reprimands An oral reprimand will be just what it implies. There will be no written record.

### ARTICLE 32

#### DURATION OF AGREEMENT

This agreement will be effective as of January 1<sup>st</sup>, 2019 and will terminate at midnight on December 31, 2023. Proposals for a successor agreement shall be submitted on a date acceptable to both parties.

Any provision of this agreement may be changed, supplemented or altered providing both parties mutually agree in writing.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals at Rumson, New Jersey, on this 27<sup>th</sup> day of August, 2019.

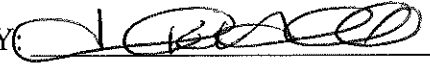
ATTEST:



Thomas S. Rogers, RMC

Municipal Clerk/Administrator

BOROUGH OF RUMSON

BY: 

Joseph K. Hemphill

Mayor

ATTEST:



Kevin Gaynor

Delegate

RUMSON P.B.A.

BY: 

Richard Torres

President