

AGREEMENT

BETWEEN

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

AND

**NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION
WATCHUNG LOCAL NO. 193**

JANUARY 1, 2009 THROUGH DECEMBER 31, 2012

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ARTICLE I

PREAMBLE

THIS AGREEMENT made effective this 1st day of January, 2009, between the **BOROUGH OF WATCHUNG**, hereinafter referred to as the “Borough”, and **NEW JERSEY STATE POLICEMEN’S BENEVOLENT ASSOCIATION, WATCHUNG LOCAL NUMBER 193**, hereinafter referred to as the “Association” or “PBA”.

WITNESSETH:

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

NOW, THEREFORE, in consideration of these promises and mutual agreement herein contained, the parties hereto agree with each other in respect to the employees of the Borough recognized as being represented by the Association as follows:

ARTICLE II
RECOGNITION

The Borough hereby recognizes the aforementioned Association as the exclusive representative for all of its patrol persons, sergeants, and all other officers in its police department in Watchung, New Jersey, but excluding the Chief of Police and all other employees.

ARTICLE III

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including, but without limiting 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 the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action according to law;

4. To promulgate, from time to time, rules and regulations relating to the operation of the Department.

5. To make all decisions relating to the performance of the Borough's safety, operations and other activities, including, but not limited to the methods, means, processes, materials, procedures and employees to be utilized;

6. To establish any new job classifications and job content and qualifications;

7. To change the job content and duties of any classification;

8. To change, modify or promulgate reasonable rules and regulations; and

9. To assign work as it determines will benefit the Borough and/or the public it serves.

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 to only the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States, and ordinances of the Borough of Watchung.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40, 40A, or any other National, State, County or local laws or ordinances.

ARTICLE IV
GRIEVANCE PROCEDURE

A. The purpose of this Article is to set forth a grievance procedure by means of which employees governed by this Agreement, or the Association as representative of such employees, may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. In order for an employee and/or Association to proceed to binding arbitration, the grievance must be a controversy arising over the interpretation, application or alleged violation of the terms and condition of this Agreement. All other grievances shall terminate with advisory arbitration.

Step One

An officer with a grievance shall first discuss it with his immediate supervisor either directly or through the Association's designated representative for the purpose of resolving the matter informally. A grievance must be presented at this Step within twenty (20) days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement. When the Association initiates the grievance, the Policemen's Benevolent Association has twenty (20) days from the date of occurrence of the facts which give rise to the grievance to present the grievance to the Chief of Police as outlined in Step Two of the Grievance Procedure. If the Association does not present the grievance within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

Step Two

If the aggrieved party is not satisfied with the disposition of his grievance at Step One, or if no decision has been rendered within ten (10) working days after presentation of that grievance at Step One, he may, within ten (10) working days from the answer at Step One or from the expiration of the time for answer, file a written grievance with the Chief of Police, or in his absence, the Deputy Chief of Police (or other designee of the Chief). The written grievance at this step shall, to the extent possible, describe the relevant facts and a summary of the preceding oral discussion, state the applicable section(s) of the contract allegedly violated and the remedy requested by the grievant. The written submission at this Step is for information purposes only, and shall not preclude the grievant or the Association from presenting additional facts and/or arguments at any subsequent Step in this Grievance Procedure.

A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance with the Chief of Police or his designated representative, the aggrieved party and the Association's designated representative. A decision thereon shall be rendered in writing by the Chief of Police or his designated representative within five (5) working days after the holding of such meeting.

Step Three

Within ten (10) working days from the receipt of the Step Two answer, or if no written decision has been rendered within ten (10) working days after the presentation of the grievance at Step Two, then within ten (10) working days from the expiration of said time period, the matter may be referred by the Association or by its designated representative to the Chairman of the Police Committee. A meeting on the grievance

shall be scheduled within five (5) working days from the receipt of the grievance between the Association and the Chairman of the Police Committee, and the meeting shall take place within twenty (20) working days from such receipt. The meeting shall not be held publicly unless the parties so agree in writing. The Chairman of the Police Committee shall render a final written decision within fifteen (15) working days of the date of the meeting.

The submission at this Step shall include copies of all correspondence previously submitted at each and every step below relating to the matter in dispute. The written submission at this Step is for information purposes only, and shall not preclude the grievant or the Association from presenting additional facts and/or arguments at any subsequent Step in this Grievance Procedure.

Step Four

In the event the aggrieved person is not satisfied with the decision of the Chairman of the Police Committee, within ten (10) working days from receipt of the Step Three answer, or if no written decision has been rendered within fifteen (15) working days after the hearing of that grievance at Step Three, then within ten (10) working days from the expiration of the said fifteen (15) day period, the matter may be referred to the Association or by its designated representative to the Mayor and Council through the Borough Clerk. The submission at this Step shall include copies of all correspondence previously submitted at each and every step below relating to the matter in dispute. The written submission at this Step is for information purposes only, and shall not preclude the grievant or the Association from adding to the submission at any subsequent Step in this Grievance Procedure.

If the grievance is received by the Borough Clerk at least ten (10) working days prior to the next regularly scheduled Council meeting, then a meeting on the grievance shall be held between the Association and the Mayor and Council at the regular Council meeting. If received by the Clerk less than ten (10) working days from the next regular Council meeting, then the meeting shall be scheduled at the second regularly scheduled Council meeting. The parties may be represented at said meeting. Said meeting shall not be held publicly unless the parties so agree in writing. The Mayor and Council shall render a final written decision within fifteen (15) working days of the date of the meeting.

B. 1. In the event the grievance is not resolved at Step Four, or if no decision has been rendered within ten (10) working days after the hearing in Step Four, then within thirty (30) days from receipt of the answer or expiration of said ten (10) days, either party may request in writing that said grievance shall be referred for arbitration.

2. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Borough and the Association. If the Borough and Association cannot mutually arrive at a satisfactory arbitrator within twenty (20) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Public Employment Relations Commission of the State of New Jersey which might be pertinent and render his award in writing which shall be final and binding upon the parties. The cost of the arbitrator's fee shall be borne equally by the Borough and the Association. Any steward or officer of the

Association required in any of the above grievance procedures to settle disputes on any arbitration shall be released from work without loss of pay for such purpose. In the event the Public Employment Relations Commission is not able to provide the required service, the New Jersey State Board of Mediation will be used. The cost of filing fees, if any, shall be charged and assumed by the party filing the grievance. The arbitrator shall have no authority to alter, amend, add to or detract from this Agreement.

C. 1. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the Grievance Procedure after receipt of a denial of said grievance, then the disposition of the grievance at this last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the Grievance Procedure, then the grievant has the option of deeming the grievance to have been denied or awaiting the decision at the respective step. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the Grievance Procedure.

2. The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties. During the course of negotiations for the 1982-83 Agreement, the parties agreed to provide for binding as opposed to advisory arbitration of grievances and to delete a retention of benefits article. However, the deletion of the retention of benefits article is not intended to preclude either party from making conventional "past practices" arguments in those situations where such arguments are normally made.

D. Any employee may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure. However, in the event the Association is not present after final determination at Step Four, if such final determination is made, the Association will promptly receive a copy of the employee's written grievance and a copy of the final determination thereof.

E. Probationary personnel may be dismissed during the probationary period at the discretion of the Borough, as a right reserved to it, without the necessity of conferring with the Association.

ARTICLE V

SALARIES/EDUCATION

A. Effective January 1, 2009 and continuing for a four (4) year period terminating December 31, 2012, the Salary Schedule for all officers recognized as being represented by the Association shall be as set forth in Schedule A, which is attached hereto and made a part hereof.

B. Salaries shall be paid twice a month on the 15th of the month and the last day of the month. All overtime for the previous period shall be paid in a separate check in the next succeeding pay period.

C. An officer obtaining a bachelors degree or higher, or having military service with an honorable discharge shall receive \$1,000.00 each year. This payment shall be on an annual recurring basis made in equal installments to employees on June 15th and December 15th each year.

ARTICLE VI

RETENTION OF BENEFITS

A. It is specifically understood that the “Police Package” items on police vehicles shall not be considered to be a benefit by the parties.

B. Officers who retire as permitted by the State of New Jersey Division of Pensions and the Police and Firemen’s Pension System of the State of New Jersey, and where said officer has a minimum of twenty-five (25) years of continuous service credited under such retirement plan, shall have their health insurance benefits continued as provided under the New Jersey State Health Benefits Program, including group hospital, medical and surgical coverage, with the premium or periodic charges paid by the Borough of Watchung from funds appropriated for such purposes.

ARTICLE VII

MISCELLANEOUS PROVISIONS

A. The Borough will provide legal aid to all personnel covered by this Agreement to the extent that may be required by law.

B. In addition to the employee's service weapon, an employee may carry a second concealable weapon upon approval of and with permission of the Chief of Police.

ARTICLE VIII

DISCRIMINATION OR COERCION

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

ARTICLE IX

HOURS OF WORK AND OVERTIME

The change in daily work hours for Patrol Officers and the designation of an eight (8) day work period and all other modifications set forth herein for Patrol Officers commenced on or about June 5, 1995. If either party is not satisfied with the work hours and work period for Patrol officers which were effective June 5, 1995, said party may upon sixty (60) days notice to the other party require a change back to the work period, work hours and other associated provisions which are set forth in Schedule B to this Agreement, which is attached hereto and made a part hereof.

A. The work day shall consist of eight (8) hours for all non-Patrol Officers. The work week shall consist of forty (40) hours per week for all non-Patrol Officers. With respect to Patrol Officers in the eight day work period, the work day shall consist of twelve (12) hours. With respect to Patrol Officers, the work period shall consist of forty-eight (48) hours per eight (8) day work period.

B. The work schedule shall be posted two (2) weeks in advance.

C. For all non-patrol officers, it is understood that the present ten (10) minute early reporting time for shift preparation, dissemination of information and vehicle transfer, with the actual shift commencing on the hour and terminating on the hour after an eight (8) hour shift as follows:

Tour #3 0650 – 1500

Tour #2 1450 – 2300

Tour #1 2250 – 0700

It is understood for Patrol Officers that given the twelve (12) hour work day, the early reporting time requirement will be limited to fifteen (15) minutes for the first working day of the work period and five (5) minutes per day thereafter for shift preparation, dissemination of information and vehicle transfer. In further consideration of the twelve (12) hour work day, the parties agree that the Patrol Officers will be entitled to an additional fifteen (15) minute work break, which shall be in addition to the present thirty (30) minute meal period provided for said Officers. Said meal period and break time shall be computed as part of an Officer's hours of work in a given work period.

D. Employees who are required to remain on telephone standby shall be paid at the rate of one (1) hour overtime for each three (3) hours of standby time that is directed by executive order of the Mayor or order of the Chairman of the Police Committee, Chief of Police, or in his absence, the person acting in same capacity. A minimum of one (1) hour overtime will be paid for every day the officer is on call. An officer on standby over three (3) hours will be paid half-time for every hour over three (3) hours.

E. Police Officers shall be permitted to take their meal break at home if said home is within one (1) mile from the Borough border. If said home is in excess of one (1) mile and not more than two (2) miles, then approval must be obtained from the Chief of Police.

F. In the event a Police Officer is called to work during other than regularly scheduled hours (but not including any hours directly contiguous to normally scheduled hours) he shall be provided a minimum of three (3) hours pay in lieu thereof at the time

and one-half (1 1/2) rate regardless of the time needed to complete the task, even if task is completed in less than three (3) hours.

G. Employees may voluntarily switch shifts amongst themselves, provided advance approval is obtained from the Chief or, in his absence, his designee.

H. Employees shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for overtime work under the following condition:

1. With respect to Patrol Officers in an eight day work period, they shall be entitled to overtime for all work over twelve (12) hours in any given work day. With respect to Patrol Officers, overtime shall be paid for all work in excess of forty-eight (48) hours in the eight (8) day work period.

2. With respect to non-Patrol Officers, overtime shall be paid for work in excess of eight (8) hours on any scheduled eight (8) hour work day and overtime shall also be paid for work in excess of forty (40) hours in any one week.

I. With respect to Patrol Officers, it is expressly understood and agreed that the total number of hours compensable at the hourly rate will not exceed 2086 hours in a year. Any hours over 2086 shall be compensable at overtime rate.

ARTICLE X

NO STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement the Association will not cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough. In the event the Association or any Association member takes part in any strike, or activity aforementioned, the Association agrees that such action will constitute a material breach of this Agreement, as to any parties taking part therein.

B. The Association agrees that it will take or cause to be taken reasonable and prompt procedures and actions to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned. The Association actions will include publicly disavowing such activities and order all such members who participate in such activities to cease and desist from same immediately and to return to work along with other steps, if any, as may be necessary.

C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Association member shall be deemed grounds for disciplinary action, including possible termination of employment of such employee or employees.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough or the Association in their right to seek and obtain such judicial relief as it

may be entitled to have in law or in equity for injunction or damages, or both, in the event of a breach by the Association, its members or the Borough.

ARTICLE XI

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the terms of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

ARTICLE XII

LONGEVITY AND DIFFERENTIAL

A. All full-time regular Police Officers of the Watchung Borough Police Department hired before January 1, 1994 are entitled to longevity payments according to the schedule:

<u>Years of Service</u>	<u>Longevity</u>
After 5 years of service	2% increase above base pay
After 10 years of service	4% increase above base pay
After 15 years of service	6% increase above base pay
After 20 years of service	8% increase above base pay
After 25 years of service	10% increase above base pay

Longevity payment shall be added to the employee's base salary and paid within the regular pay check.

B. The differential for detectives is in the amount of \$1,000.00. This differential is to be paid semiannually in equal installments on June 15 and December 15 of each year. Any service on a basis other than permanent will not be entitled to any portion of this differential.

ARTICLE XIII

VACATION

A. All full-time non-Patrol Officers of the Department who are covered by this Agreement shall be entitled to the following vacations:

1. After completion of one (1) year of employment: ten (10) working days vacation.

2. After completion of two (2) years of employment: fifteen (15) working days vacation.

3. After completion of six (6) years of employment: sixteen (16) working days vacation.

4. One (1) working day shall be added to vacation after completion of each succeeding year until a total of twenty-five (25) working days off is reached after fifteen (15) years.

B. Patrol Officers within the Department shall be entitled to the following vacations in each year of employment:

1. After completion of one year of employment: 80 hours of vacation

2. After completion of two years of employment: 120 hours of vacation.

3. After completion of six years of employment: 128 hours of vacation; and

4. Eight hours of vacation shall be added to the vacation totals for each succeeding year until a total of 200 working hours off is reached after fifteen (15) years.

If either party elects to return to the original work hours then vacation time shall be pursuant to Schedule B.

C. Police Officers shall be allowed to take vacations when earned subject to the reasonable discretion of the Chief of Police to assure adequate continuous services.

D. Police Officers shall take their vacations at their scheduled time. If the Police Officer is required by the Chief of Police to work during his/her vacation period, or if the Police Officer is unable to use the full allotment of vacation days in the calendar due to manpower requirements, and a mutually acceptable re-schedule vacation period cannot be agreed upon, then the police officer shall be permitted to carry over to the following year that portion of vacation which he/she was unable to take. The unused vacation carried over, referred to in this Section, must be taken during the year of the carry over. If the Police Officer fails to schedule the unused vacation carried over, the Borough has the option of scheduling the Police Officer's unused vacation carried over, allowing the Police Officer to carry over said unused vacation into the next calendar year, or paying the Police Officer for said unused vacation at the end of the year.

E. At the discretion of the Police Officer, vacation days may be taken in single day units, however, said approval must be obtained from the Chief. It is understood that requests for single day units will not be unreasonably denied by the Chief. Subject to the reasonable discretion of the Chief of Police, Police officers shall not take more vacation days than their yearly allotment in any calendar year.

F. Initial vacation selection shall be on a seniority basis. Additional vacation selection shall be on the basis of reserve seniority pursuant to existing practices.

G. Any employee who terminates his employment with the Borough, or whose employment is terminated by the Borough, shall be entitled to vacation time and/or vacation pay on a pro-rata basis as well as payment for any accrued vacation days.

H. The eight day work period designation and hours of work set forth in Article IX HOURS OF WORK AND OVERTIME is not intended to change the total number of hours to be worked in a calendar year by a Patrol Officer. The work week and hours of work designated in the collective negotiations agreement existing on June 5, 1995 when such changes became effective resulted in Patrol Officers working 2,086 hours in a year. The new work period and work hour designation if scheduled over the calendar year would result in Patrol Officers being scheduled for 2,190 hours, or 104 hours more per year.

In recognition of the facts that the parties expressly agree that 104 additional hours of work are not to be created under the work period and new work hour designations, these 104 hours shall be designated as time off to be granted to Patrol Officers. The 104 hours shall be allocated first to personal leave, then to vacation leave, and if remaining hours exist, to scheduled time off.

- a. After the allocation of the first eight (8) hours of 104 hours to personal leave, the remaining ninety-six (96) hours will be allocated to vacation as follows:
 1. After completion of one (1) year of employment: 40 hours of vacation will be added to said Patrol Officer's vacation allotment.
 2. After completion of two (2) years of employment: 60 working hours of vacation shall be added to said Patrol Officer's vacation

allotment in each succeeding year until the sixth year of employment.

3. After completion of six (6) years of employment: 64 hours of vacation shall be added to said Patrol Officer's vacation allotment.
4. Four (4) working hours of vacation shall be added to the vacation allotment of each Patrol Officer for each succeeding year following the completion of the sixth year until the total of 96 hours of vacation has been added to the Officer's allotment in each year.

b. After said personal leave and vacation leave have been allotted to the Patrol Officer, the remainder of the 104 hours, if any exists, shall be assigned time off. If the full allotment of 104 hours is not given as time off, Patrol Officers shall be paid at the time and one-half rate for all such hours worked.

If either party elects to return to the original work hours, as set forth in Schedule B and pursuant to the provisions of Article IX then this subsection H is no longer in effect.

ARTICLE XIV

HOSPITALIZATION AND INSURANCE

A. The Borough shall continue to provide enrollment in the New Jersey State Health Benefits Programs or an equivalent program providing the same benefits, for all employees and their families. Coverage shall consist of health, hospital, Rider J, major medical and any other benefits as provided by said plan. All costs and charges in connection with said program shall be borne by the Borough. Employees are to contribute \$10.00 per month towards health benefits program in 2009, 2010 and \$20.00 per month in 2011 and 2012. Payments to be equally distributed in each pay period.

B. The Borough shall continue to provide for each employee the current group life insurance coverage of Ten Thousand Dollars (\$10,000.00). All costs and charges in connection with said policy shall be borne by the Borough.

C. The Association agrees to the Borough changing from the Delta Dental to the New Jersey State Health Benefits Program Employee Dental Plans for provision of a dental program with family coverage, if applicable. The costs of said program shall be borne by the Borough.

D. Employees may opt out of the Borough health benefits plan. In lieu of receiving this coverage the employee shall receive 50% of the premium cost of the lowest applicable coverage for when new hire or current plan for insured member and family. Payment shall be made to employee in two equal disbursements on June 15th and December 15th.

ARTICLE XV

PATERNITY/MATERNITY LEAVE

Paternity/maternity leave rights shall be as prescribed by FMLA.

ARTICLE XVI

POLICE VEHICLES

A. All police vehicles purchased after the date hereof shall include AM/FM radios and air conditioners.

B. A police vehicle shall, if possible, be made available for employees who must appear in court or are ordered to attend schools, seminars, or other official functions on behalf of the Borough. If a car is unavailable, an employee shall be reimbursed for the use of his or her own vehicle at the reimbursement rate set by the Internal Revenue Service.

ARTICLE XVII

POLICE OFFICERS RIGHTS

A. No more than three (3) designated representatives of the Association at a time shall be permitted time off to attend mutually scheduled negotiating sessions and grievance sessions, provided that the Chief of Police, or his designated representative, be given reasonable prior notice of the request, and that the efficiency of the police department is not adversely affected thereby.

B. A Police Officer shall have the right to inspect his or her personnel file within a period of forty-eight (48) hours after the request is made, and at a reasonable time, provided that the Chief of Police or his designated representative, is present at the time of inspection.

C. The Borough agrees to notify the individual Police Officer if any material derogatory to the employee is placed in his/her personnel jacket within forty-eight (48) hours. The Police Officer shall initial such material to signify that he/she has seen it.

D. The Borough shall provide filing cabinets sufficient to allow each patrolman one drawer for storage of duty related paperwork.

E. 1. There shall be only one (1) official employee personnel file for each employee, which shall be retained and maintained at headquarters by staff as designated by the Chief of Police. It is understood, however, that the Borough Clerk may keep a separate file consisting of payroll, attendance, employment and other information necessary to perform the functions of his/her office.

2. Employee personnel files shall not be forwarded to individuals outside the Borough, nor shall such outsiders have access to said files. (Specifically

excepted, however, are other Governmental agencies which require personnel information).

3. In the event an employee has been charged with an offense and is found not guilty after an administrative hearing, or, in the event the results of such a hearing are appealed, then after the proceedings are finally reversed by a Court of competent jurisdiction, then those charges and specifications which were originally made, and which the employee was finally adjudged “not guilty” of, shall be removed from the employee’s official personnel file, at his option. This shall not preclude the information being maintained by the Chief, however, in such other manner or place as he may determine.

F. 1. The employment of an officer’s wife, husband or children does not have to be reported to the Department unless specifically requested by the Chief upon stated good cause.

2. Employees may accept and may be employed in any off-duty occupation which is not in violation of law or of rules or of procedures. No permission slip shall be required from the Borough as a condition for securing or maintaining outside employment, as long as the employee notified the Chief of the acceptance of said employment.

G. 1. The Borough or Department shall not reveal the residence address or telephone number of an employee or any family member to any private person or institution.

2. All reports which may be revealed to the public or other agencies shall reflect the member’s departmental address in the place of his residence.

3. Neither the Borough nor its agent shall release a roster of police employees.

H. Whenever an employee's pay reflects deductions other than the usual for State and Federal taxes, pensions, loans, union dues, savings bonds, and other routine deductions, the employee shall receive a written explanation of said deductions. Such explanation shall provide the reasons, the amounts, and the authority for making said deductions.

ARTICLE XVIII

INSURANCE

A. The Borough agrees to continue to provide the current insurance policy with regard to personal injury liability, false arrest, liable, slander, defamation, violation of right of privacy, detention or imprisonment, malicious prosecution, wrongful entry or eviction or other invasion of right of private occupancy for the duration of this Agreement.

B. The Borough reserves the right to change insurance carriers, or programs, at its option provided that the present level of coverage is at least maintained.

ARTICLE XIX
DUES CHECK-OFF

A. The Borough agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Borough to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9.e.

B. If during the life of this Agreement there should be any change in the rate of membership dues, the Association shall furnish to the Borough written notice sixty (60) days prior to the effective date of such change.

C. The Association will provide the necessary “check-off authorization” form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the salary deduction authorization forms submitted by the Association to the Borough.

D. The above deductions should be paid to the Association quarterly.

E. In addition, the Borough shall make deductions for a savings bond program and a credit union if requested in writing by the individual police officers.

ARTICLE XX

REPRESENTATION FEE

A. If any covered employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Prior to the beginning of each membership year, the Association will notify the Borough in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount.

C. 1. Once during each year covered in whole or in part by this Agreement, the Association will submit to the Borough a list of those employees who have not become members of the Association for that year. The Borough will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and will transmit the amount so deducted to the Association.

2. 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 deductions will begin with the first paycheck paid.

a. Within thirty (30) days after receipt of the aforesaid list by Borough; or

b. Thirty (30) days after the employee begins his or her regular full-time employment in the bargaining unit position.

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

4. The Association will notify the Borough in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than thirty (30) days after the Borough received said notice.

5. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the Association on an equal basis at all times. In the event the Association fails to maintain such system or if membership is not so available, the Borough may immediately cease making said deductions.

6. The Association shall make a copy of the demand and return system and revisions available to the Borough.

7. The Association shall indemnify, defend and save the Borough harmless from any claims raised against it by an employee as a result of fulfilling its obligations under this Article, including, but not limited to, paying actual attorneys' fees and/or legal damages.

ARTICLE XXI

PROMOTIONAL PROCESS

A. For any promotion within the Watchung Police Department except rank of Chief, a Promotional Examination shall be given and the following items will be made known to the officers prior to their taking the examination:

1. The amount of time from the announcement of the proposed examination until the examination date will be a minimum of one (1) month.

2. The eligibility requirements needed to take the examination and the requirements needed to obtain the rank shall be posted.

3. The length of time that the grade received is valid for consideration of future rank shall be posted.

4. The answer sheet of such officer taking the test will be retained in their personnel files.

5. Prior to the start of the examinations, the value of the following items will be posted:

a. written test;

b. oral test;

c. departmental evaluation; and

d. Any other factors which will have a bearing upon the final grade received by the officer.

B. The maximum time between each section of the Promotion examination will be ten (10) working days and each officer will be advised by the Chief of Police as to the grade received from each part of said examination.

ARTICLE XXII

ASSOCIATION REPRESENTATIVES

A. The Borough Agrees to grant time off without any loss of regular pay or compensatory time to any employees designated by the Association to attend any State or National Convention of the Association, provided seventy-two (72) hours written notice is given to the Chief. No more than three (3) police personnel, consisting of one (1) delegate and two (2) alternate delegates, shall be granted time off at any one time.

B. The Borough agrees to grant time off without any loss of regular pay or compensatory time to the designated delegate of the Association to attend monthly State meetings, County meetings and other authorized State Association meetings.

C. The Association will make available a list of officers and delegates or alternate delegates as they are elected or appointed to the Mayor and Council.

ARTICLE XXIII

POLICE OFFICERS DISCIPLINARY RIGHTS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The questioning of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The questioning shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters' or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any questioning commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being questioned as a witness only, he shall be so informed at the initial contact.

4. The questioning shall be reasonable in length. Ten (10) minutes of time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every three (3) hours.

5. The member of the force shall not be subject to any offensive language, nor threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceeding, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

B. Discipline shall be carried out in accordance with N.J.S.A. 40A:14-147.

ARTICLE XXIV

SICK LEAVE

A. Each non-Patrol Officer covered by this Agreement shall be entitled to fifteen (15) sick days during each calendar year of this Agreement; however, probationary employees shall receive such sick leave on a prorated basis depending on their months of service. With respect to Patrol Officers, each shall be entitled to 120 hours of sick leave during each calendar year of this Agreement and probationary employees shall receive a prorated hourly allocation.

B. Sick days granted but not used by non-Patrol Officers may be credited to the employee for further use, and there shall be a limit on the maximum accumulation of two hundred (260) days. Sick days granted to Patrol Officers but not used may be credited to the employees for further use, and there shall be a limit on the maximum accumulation of two thousand and eighty (2,080) hours.

C. Unused sick leave by non-Patrol Officers shall be paid for on retirement to the employee, at the then current rate of pay, at the rate of one (1) day to be paid for every two (2) days accumulated, up to a total of sixty (60) days paid for, one hundred twenty (120) days accumulated. Unused sick leave for Patrol Officers shall be paid for on retirement to the employee, at the then current rate of pay, at the rate of one hour for every two accumulated, up to a total of four hundred and eighty (480) hours paid for, nine hundred and sixty (960) hours accumulated).

D. Job related illnesses and injuries which necessitates sick days are not to be covered by the terms of this Article, but are to be covered by the terms of Article XXVI, Injury Leave.

E. If a non-Patrol Officer works for up to four (4) hours of his/her scheduled work day, he/she shall be charged with only one-half (1/2) day of sick day usage. If he/she works over four (4) hours, he/she shall not be charged with sick day usage for that day. If a Patrol Officer works for up to six (6) hours of his/her scheduled work day, he/she shall be charged for only those hours of sick day usage. If he/she works for over six (6) hours, he/she shall not be charged with sick day or sick hour usage for that day.

G. If either party elects to return to the original work hours for Patrol Officers, Sick Leave for said Officers shall be pursuant to Schedule B.

ARTICLE XXV

PERSONAL LEAVE

A. In addition to the sick days granted herein, each employee shall be entitled to two (2) personal leave days per year which shall be non-cumulative. Employees must provide two (2) weeks advance notice to the Chief in order to utilize the personal day. If less than two (2) weeks notice is given, days may be only be utilized at the discretion of the Chief. This section applies to all non-Patrol Officers only.

B. Each Patrol Officer shall be entitled to sixteen (16) hours of personal leave per year which shall be non-cumulative. Patrol Officers must provide two weeks advance notice to the Chief in order to utilize the personal day. If less than two weeks notice is given, personal leave may only be utilized at the discretion of the Chief.

If either party elects to return to the original work hours, then personal leave days shall be pursuant to Schedule B.

ARTICLE XXVI

INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, then in addition to any sick leave benefits otherwise provided for herein, they shall be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said injury leave, the Borough's sole obligation under this Article shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources. At the Borough's option, the employee shall either surrender said payments in which case the employee shall be paid his/her full salary and compensation on a bi-weekly basis, or the Borough shall pay the difference between full salary and compensation and the amount received from the aforesaid sources.

2. If an employee returns to work from injury leave after less than one (1) year from the date of starting said leave, he/she may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an employee requests injury leave and said request is disputed by the Borough, they shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Borough's Workmen's Compensation carrier, with the final

determination, if necessary, to be made by the Workmen's Compensation Bureau or Court. During said "conditional injury leave" period, the employee shall be paid as if on full injury leave pursuant to the provisions of Section A of this Article. However, when and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Borough prior to reimbursing the Borough for such advanced time, the employee shall be required to reimburse the Borough for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must make an immediate report within the normal work shift, or as soon thereafter as possible, to the Chief of Police or their immediate supervisor. Failure to file a report may be used to evaluate the credibility of the claim of work related injury, but failure to file shall not disqualify the employee from benefits.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Borough may reasonably require the employee to present such certificate from time to time.

E. The continuation of benefits for any work related injury shall be evaluated consistent with workers compensation laws of the State of New Jersey. Nothing herein shall preclude the employee from receiving temporary workers compensation benefits for a period that exceeds one (1) year for one (1) injury; however, the Borough shall not be

required to make any disability payments under this Agreement for injury leave in excess of the one (1) year period.

ARTICLE XXVII

WORK IN HIGHER RANK

A. Police Officers who work in the capacity of Acting Sergeant or Watch Commander shall be paid at a Sergeant's rate of pay for the time worked in that capacity. The designation of patrolmen to work in the capacity of Acting Sergeant or Watch Commander shall be made by the Chief of Police, or in his absence, the person acting in the same capacity.

ARTICLE XXVIII

UNIFORMS

A. All full time officers are responsible for maintenance and upkeep of uniforms.

B. The Borough will replace or reimburse for any uniform or civilian clothing damaged or destroyed while on duty, provided the claim is reported to the Chief of Police, or his designee, immediately following the tour of duty. The Chief of Police will have the final determination as to the validity of the claim.

C. All full time officers shall be issued, at the expense of the Borough, a soft body armor vest having a Level II or equivalent. The officer shall have full discretion in regard to the Level II brand of vest to be purchased, whether it be Second Chance, Point Blank or similar brand name. Upon the expiration date of each vest the Borough shall replace same, at its own cost and expense. Officers who have acquired a soft body armor vest prior to August 1, 1990 shall have the vest replaced upon its documented expiration date, at the expense of the Borough. In the event an officer desires to purchase a soft body armor vest, other than a Level II, the Borough's obligation to pay for same shall not exceed the cost of a Level II vest. The officer shall have the obligation to pay for any excess cost. In the event during the term of this Agreement, or any renewal thereof, the Borough adopts a standard other than a Level II vest, then said standard, as it is applicable as set forth in this paragraph, shall be modified accordingly. Officers who have been issued a soft body armor vest at the expense of the Borough shall be required to wear said vest while on patrol.

ARTICLE XXIX

HOLIDAYS

A. The Association shall not be entitled to be paid under the current system of payment for all legal holidays enjoyed by any other Borough employee.

B. Holiday pay shall be folded into base pay for all calculation purposes.

ARTICLE XXX

FUNERAL LEAVE AND DEATH BENEFIT

A. An employee shall be entitled, in case of death of an immediate member of his/her family or spouse's family, to a maximum of three (3) days of absence with pay upon approval from the chairman of the committee of the Borough Council having supervision over the employee's department. An immediate member of the family is defined as spouse, parent, child, sister or brother, mother-in-law or father-in-law and employee's grandparents. In addition, in the event of death of a parent, spouse or child, the employee shall be entitled to an additional funeral leave day with pay. Funeral leave must commence between the day of death and the day of the funeral and be completed within two (2) weeks of the commencement unless otherwise authorized by the Chief of Police or his designee, which authorization shall not be unreasonably denied.

B. In the event of the death of a relative who resides with the employee, other than an immediate member of the family as above defined, the Borough may grant a three (3) day leave of absence with pay, upon application and such application shall not be unreasonably denied. Said funeral leave must commence between the day of death and the day of the funeral, and be completed within two (2) weeks of the commencement unless otherwise authorized by the Chief of Police or his designee, which authorization shall not be unreasonably denied.

C. In the event a Police Officer should be killed while acting in his official capacity in the line of duty, the Borough shall provide a death benefit to the officer's family of up to Two Thousand Dollars (\$2,000.00) to help defray funeral expenses.

ARTICLE XXXI

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby, and shall continue in full force and effect.

ARTICLE XXXII

DURATION OF AGREEMENT

THIS AGREEMENT shall be effective January 1, 2009 and shall terminate on December 31, 2012.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

ATTEST:

BOROUGH OF WATCHUNG

Lauren Fellin, Borough Clerk

Albert S. Ellis, Mayor

ATTEST:

**POLICEMEN'S BENEVOLENT
ASSOCIATION WATCHUNG
LOCAL NO. 93**

By: _____

SCHEDULE A

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Probationary	\$54,622	\$54,622	\$54,622	\$55,714	\$56,829
1 st Year	\$60,973	\$62,802	\$64,686	\$66,627	\$68,626
2 nd Year	\$67,325	\$69,345	\$71,425	\$73,568	\$75,775
3 rd Year	\$73,675	\$75,885	\$78,162	\$80,507	\$82,922
4 th Year	\$80,027	\$82,428	\$84,901	\$87,448	\$90,071
5 th Year	\$86,379	\$91,914	\$95,591	\$99,414	\$103,391
Sergeant	\$95,359	\$98,220	\$101,166	\$104,201	\$116,832
Lieutenant	\$104,729	\$107,871	\$111,107	\$114,440	\$129,683

SCHEDULE B

The terms and conditions set forth in this schedule shall solely go in effect for patrol officers if the changes in work hours and work period effective June 5, 1995 are rescinded by the parties pursuant to the terms set forth in this Agreement. In that event, the parties agree that the provisions set forth in Schedule B shall govern the following Articles: Hours of Work and Overtime, Vacations, and Sick Leave and Personal Leave. All other Articles of the attached Agreement shall remain in effect.

HOURS OF WORK AND OVERTIME

Section 1. The work day shall consist of eight (8) hours. The work week shall consist of forty (40) hours per week.

Section 2. The work schedule shall be posted two weeks in advance.

Section 3. It is understood that the present ten (10) minute early reporting time for shift preparation, dissemination of information and vehicle transfer, with the actual shift commencing on the hour and terminating on the hour after an eight (8) hour shift as follows:

Tour #3	0650 - 1500
Tour #2	1450 - 2300
Tour #1	2250 - 0700

Section 4. Employees shall be compensated at the rate of one and one-half (1 - 1/2) times their regular rate of pay for overtime work under the following conditions:

A. All assigned work in excess of eight (8) hours on any scheduled eight (8) hour work day.

B. All assigned work in excess of forty (40) hours in any one (1) week.

Subparts D, E, F and G set forth in Article IX, Hours of Work and Overtime shall remain in effect if the hours of work and work week are changed back to the terms set forth in this Schedule B and shall not be effected by any work week or work hour changes.

VACATIONS

Section 1. All full-time Police Officers of the Department who are covered by this Agreement shall be entitled to the following vacations:

A. After completion of one (1) year of employment: ten (10) working days vacation.

B. After completion of two (2) years of employment: fifteen (15) working days vacation.

C. After completion of six (6) years of employment: sixteen (16) working days vacation.

D. One (1) working day shall be added to vacation after completion of each succeeding year until a total of twenty-five (25) working days off is reached after fifteen (15) years.

Subparts C, D, E, F and G set forth in Article XIII, Vacations shall remain in effect if the hours of work and work week are changed back to the terms set forth in this Schedule B and shall not be effected by any work week or work hour changes.

SICK LEAVE AND PERSONAL LEAVE

Section 1. Each employee covered by this Agreement shall be entitled to fifteen (15) sick days during each calendar year of this Agreement; however,

probationary employees shall receive such sick leave on a prorated basis depending on their months of service.

Section 2. Sick days granted but not used may be credited to the employee for further use, and there shall be a limit on the maximum accumulation of two hundred sixty (260) days.

Section 3. Unused sick leave shall be paid for on retirement to the employee, at the then current rate of pay, at the rate of one (1) day to be paid for every two (2) days accumulated, up to a total of sixty (60) days paid for, one hundred twenty (120) days accumulated.

Section 4. Job related illnesses and injuries which necessitate sick days are not covered by the terms of this Article, but are to be covered by the terms of Article XXVI, Injury Leave.

Section 5. If an employee works for up to four (4) hours of his/her scheduled work day, he/she shall be charged with only one-half (1/2) day of sick day usage. If he/she works over four (4) hours he/she shall not be charged with sick day usage for that day.

Section 6. In addition to the sick days granted herein, each employee shall be entitled to two (2) personal leave days per year which shall be non-cumulative. Employees must provide two weeks advance notice to the Chief in order to utilize the personal day. If less than two weeks notice is given, days may only be utilized at the discretion of the Chief.