

# COLLECTIVE BARGAINING AGREEMENT

Between

BOROUGH OF HIGH BRIDGE

And

PBA LOCAL 188, HIGH BRIDGE UNIT

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January 1, 2012 through December 31, 2014

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## **PREAMBLE**

The general purpose of this Agreement is to promote the mutual interest of the Hunterdon County Police Benevolent Association Local 188, High Bridge Unit, (hereinafter "PBA") and the citizens of the Borough of High Bridge (hereinafter "Borough"), a municipal corporation organized and existing under the laws of the State of New Jersey.

### **I. RECOGNITION**

1. The Borough hereby recognizes the PBA as the exclusive and sole representative for the negotiations unit which includes all full time officers in the Borough holding the ranks of patrolman and sergeant and which specifically excludes the Chief of Police. Such representation shall be for the purposes of collective negotiations concerning terms and conditions of employment and for contract enforcement.

2. For the purposes of this Agreement, the term "employee" shall be interpreted interchangeably with the term "police officer."

### **II. SCOPE OF BARGAINING**

1. The Borough and the PBA acknowledge that during the collective negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of bargaining. The Borough and the PBA have negotiated in good faith with respect to these subjects and the understandings and agreements arrived at by and between the parties after

the exercise of that right are set forth in this Agreement. The Agreement shall not be subject to change nor shall there be further negotiations throughout the duration of the Agreement except by the mutual agreement of the parties.

2. If any provision of this Agreement or any application of this Agreement to any employee or a group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any such provisions shall be renegotiated by the Borough and the PBA to comply with existing law.

3. This Agreement shall supersede any rules, regulations or practices of the Borough which shall be contrary to or inconsistent with its terms, subject to Article III, Retention of Benefits. All contracts with new members of the negotiating unit shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Borough.

### **III. RETENTION OF BENEFITS**

It is understood and agreed upon that all rights, privileges and benefits which the employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the

term of this Agreement at not less than the highest standards in effect at the commencement of the negotiations resulting in this Agreement except as modified by this Agreement.

#### IV. **GRIEVANCE PROCEDURE**

1. For the purpose of this Agreement, the term "grievance" shall mean any dispute between the Borough and the PBA or any employee or group of employees within the negotiating unit concerning the meaning and application of the specific written provisions of this Agreement and the alleged violation of any promulgated rules or policy of the Borough affecting the terms and conditions of employment.

2. For the purpose of this grievance procedure the PBA, employee or group of employees, shall hereinafter be referred to as the "grievant." The PBA may file an individual grievance on behalf of any employee or institute a group grievance when the grievance affects more than one (1) member of the bargaining unit.

3. All grievances shall be made in writing and shall contain a general description of the relevant facts from which the grievance derives and with reference to the section(s) of this Agreement which the grievance claims have been violated, misinterpreted or misapplied.

4. **It** is agreed that all parties involved in the grievance proceedings shall make available all documents and materials pertinent to the proceedings of the grievance.

5. No grievance settlement shall in any way operate to modify, add to, or subtract from any of the terms of this Agreement nor shall such settlement be contrary to law. Any such settlement shall be final and binding upon the parties.

6. The number of days indicated at each step will be considered "working days" which excludes Saturdays, Sundays, holidays and any days on which the Borough shall be officially closed. Both parties shall adhere to the time limits set forth herein unless the time limits are extended by mutual agreement.

7. All documents, communications and records dealing with a grievance shall be filed separately from the personnel file(s) of the participant(s).

8. No reprisal of any kind shall be taken by the Borough or any agent thereof against any grievant or party participating in a grievance procedure or any member of the PBA by reason of such participation.

g. Any grievant may orally present a grievance to his immediate supervisor in an attempt to settle the matter informally. In the event the grievant is not satisfied with the resolution proposed, the grievant may proceed in accordance with the procedure set forth herein and be represented by counsel and/or the PBA.

10. Steps of the Procedure.

Step One

A grievance initially must be filed within fifteen (15) days from the date on which the act which is the subject of the grievance occurred, or reasonably became known to the grievant, whichever is later. Failure to file such grievance on time shall be deemed a waiver which will prevent further processing of the grievance. The grievance shall be submitted in writing to the Chief of Police, who may conduct a hearing regarding the grievance at his discretion, and shall render a decision, in writing, within fifteen (15) days of the receipt of the grievance.

### Step Two

**If** the grievant is dissatisfied with the answer to the grievance from Step One, or no decision has been rendered in a timely fashion, then, within fifteen (15) days of the date that the decision was rendered or should have been rendered, the grievant may submit the written grievance to the Borough Council, which shall review any decision and either reverse, affirm, or modify same within fifteen (15) days of the submission of the grievance, in writing.

### Step Three

**If** the grievance is not satisfactorily disposed of at Step Two, then, within fifteen (15) days from the date the grievant received the Step Two decision, or, if no decision is rendered at Step Two, then within thirty (30) days after submitting the grievance to the Borough Council under Step Two, a request for arbitration may be brought by either party by submitting

such request to the Public Employment Relations Commission (P.E.R.C.) pursuant to its rules and regulations.

a. All grievances may be submitted to arbitration except matters involving employee discipline which are precluded by law from arbitration and/or matters which have been determined by P.E.R.C. to be managerial prerogative.

b. The arbitrator shall hold the hearing at a time and place convenient to the parties and shall issue a written decision (including his reasons) within thirty (30) days from the close of the hearing which decision or award shall be binding on the parties. The fees and expenses of the arbitrator shall be borne equally by the parties.

c. The arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of this Agreement and shall confine his decision to the precise issue(s) presented for arbitration and shall have no authority to determine any other issue(s) not presented, except as they may be necessary to a determination of the issue(s) submitted for arbitration.

d. All grievance hearings shall be conducted in private and shall be attended by the respective parties and their representatives and any witness required by either party. The hearing(s) shall be so scheduled as to avoid time off from regularly scheduled shifts. However, in the event

a grievant, or witness called by him, is on duty, he shall be permitted to attend said hearing without reduction or loss of pay.

## **V. JUST CAUSE PROVISION**

1. No officer shall be discharged, disciplined, suspended or reduced in rank or compensation, without just cause. Any such action asserted by the Borough, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided for under Title 40A.

## **VI. RESPECTIVE RIGHTS**

1. Both parties reserve their respective rights under the New Jersey Employer-Employee Relations Act ("the Act"), the rules and regulations of the Public Employment Relations Commission (P.E.R.C.), N.J.S.A. 40A et seq., and any other applicable law/regulations.

2. Notwithstanding any other provisions of this Agreement, the parties hereto recognize and agree that they separately maintain and reserve all rights to utilize those processes of P.E.R.C. or to seek judicial review of any and all claims or defenses in legal actions surrounding such proceedings as unfair labor practices, scope of negotiations, enforcement or modification of arbitration awards, issues of arbitral ability, and

specific performance of this Agreement or damages arising out of the breach thereof.

3. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied by the Borough and the PBA in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, color, religion, national origin, age, sex or marital status.

4. Nothing contained herein shall be construed to deny any member of the negotiating unit rights he may have under the laws of the State of New Jersey or other applicable laws and regulations.

5. The Borough as managers reserve all rights, powers and authority customarily exercised except those items expressly covered in this agreement, subject to the retention of benefits clause and this article, and subject to the laws of the State of New Jersey.

## **VII. POLICE OFFICERS BILL OF RIGHTS**

1. This provision guarantees police officers the right to engage in political activity when not on duty, procedural safeguards during investigations/interrogations and, if the investigation results in a recommendation for disciplinary action, a hearing on the issues and an appeal process if any of these rights are denied. As used in this provision:

a. "Law enforcement officer" means any person, in his official capacity is authorized by law to make arrests and who is a member

of (1) the New Jersey State Police, (2) any municipal police department, (3) any county police, county park police or county sheriffs office, (4) any State University police force, or (5) state conservation officer.

b. "Investigating committee" means a committee comprised of members of a law enforcement agency which is authorized to hold a hearing on a complaint against a law enforcement officer and which consists of not less than three (3) members who had no part in the investigation or interrogation of the law enforcement officer.

c. "Hearing" means any meeting in the course of an investigatory proceeding, other than interrogation, at which no testimony is taken under oath, conducted by an investigating committee for the purpose of taking or adducing testimony or receiving other evidence.

2. A law enforcement officer has the same right to engage in political activities afforded any citizen of this State. This right to engage in political activities shall not apply to any law enforcement officer while he is on duty or while he is acting in his official capacity.

3. Whenever a law enforcement officer is under investigation or subjected to interrogation by a law enforcement agency, for any reason which could lead to disciplinary action, demotion, loss of pay, or dismissal, the investigation or interrogation shall be conducted under the following conditions:

a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required. **If** it is required that the officer report to headquarters on his off-duty hours, he shall be compensated unless it is determined that he was remiss in his duties or found guilty of a preferred charge.

b. The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct or local police unit in which the incident allegedly occurred, unless otherwise waived by the law enforcement officer.

c. The law enforcement officer shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officers under investigation shall be asked by and through one interrogator.

d. No complaint against a law enforcement officer shall be investigated unless the complaint is duly sworn to before an official authorized to administer oaths.

e. The law enforcement officer under investigation shall be informed in writing of the nature of the investigation prior to any interrogation and of the names of any witnesses in the complaint. The

information must be sufficient to reasonably apprise the employee of the nature of the investigation. **If** the employee is to be questioned as a witness only, he shall be so informed at the initial contact.

f. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities (such as meals, telephone calls, etc.) and rest periods as are reasonably necessary.

g. The law enforcement officer under interrogation shall not be subject to any abusive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

h. The complete interrogation of the law enforcement officer shall be recorded mechanically and copies of tapes shall be provided to the PBA "OFF THE RECORDS" questions shall be allowed by mutual consent only. All recesses called during the questioning shall be recorded. The contents of the tapes shall be kept confidential during the course of the investigation and the tapes shall not be destroyed without mutual consent.

i. **If** the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he should be completely informed of all his rights prior to the commencement of his interrogation.

J. In all cases and at every stage of the proceedings, the law enforcement agency shall afford an opportunity for the employee, if he

so requests, to consult with counsel and/or any other representative of the law enforcement officer's choice before being questioned concerning any violation or complaint of any type which may result in any action being taken against said officer.

k. At the request of any law enforcement officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice who shall be present at all times during the interrogation, unless waived by the law enforcement officer. The interrogation shall be suspended for a reasonable time until representation can be obtained.

l. This article shall not preclude a supervisor's right to question subordinates relative to their daily activities.

4. No statute shall abridge nor shall any law enforcement agency adopt any regulation which prohibits the right of a law enforcement officer to bring suit arising out of his duties as a law enforcement officer.

S. No law enforcement agency shall insert any adverse material into any file of any officer unless the officer has an opportunity to review, sign, receive a copy of, and comment in writing upon the adverse material, unless the officer waives these rights.

6. No law enforcement officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal and domestic expenditures (including those of any member of

his family or household), unless such information is necessary in the investigation of possible conflict of interest with respect to the performance of his official duties or unless such disclosure is required by law.

7. If the investigation or interrogation of a law enforcement officer results in the recommendation of some action, such as demotion, dismissal, transfer, loss of pay, reassignment, or similar action which can be considered a punitive measure, then, before taking such action, the law enforcement agency shall give notice to the law enforcement officer that he is entitled to a hearing on the issues by an investigating committee. The notice shall state the time and place of the hearing and the issues involved. An official record, including testimony and exhibits, shall be kept at the hearing.

8. The hearing shall be conducted by the investigating committee of the law enforcement agency by which the law enforcement officer is employed. Both the law enforcement agency and the law enforcement officer shall be given ample opportunity to present evidence and argument with respect to the issues involved. Both may be represented by counsel.

g. Evidence which possesses probative value, commonly accepted by reasonable and prudent men on the conduct of their affairs should give affect to the rules of evidence recognized by law, and may exclude incompetent, irrelevant, immaterial and duly repetitious evidence. All records and documents which any party desires to use shall be offered

and made a part of the record. Documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference.

10. Every party has the right of cross-examination of the witnesses who testify and may submit rebuttal evidence.

11. The investigating committee conducting the hearing may take notice of judicially noticeable facts and, in addition, may take notice of general, technical, or scientific facts within its specialized knowledge. Parties shall be notified beforehand of the materials so noticed.

12. Any decision, order or recommendation for action resulting from the hearing shall be in writing and shall be accompanied by findings of facts. The findings shall be expressed in a concise statement upon each issue in the case. A copy of the decision or order and accompanying findings and conclusions, along with written recommendations for action, shall be delivered or mailed promptly to the law enforcement officer or his attorney.

13. No law enforcement officer shall be discharged, disciplined, demoted or denied promotion, transferred, or reassigned, or otherwise discriminated against in regard to his employment or be threatened with any such treatment, by reason of his exercise of or demand for the rights granted in this provision, or by reason of the lawful exercise of his constitutional rights.

14. Any law enforcement officer who is denied any rights afforded by this provision may apply, either individually or through his certified or recognized employee organization, to the Law Division of the Superior Court, for any order directing the law enforcement agency to show cause why the right should not be afforded.

### **VIII. UNION RELATIONSHIP**

1. Employees assigned as full-time police officers in the Borough shall have the option, subject to PBA approval, of joining the PBA. Nothing in this Agreement shall be construed to mandate a police officer to join the PBA. However, if an officer elects not to join the PBA, he/she will be responsible for paying 85% of the monthly dues as well as fees and assessments or the maximum allowed by law, if that maximum is greater than 85% pursuant to the procedure set forth in paragraph 4 of this Article.

2. No union official or any union member shall solicit membership or conduct union business, other than as specifically set forth in this Agreement, while on Borough time.

3. The PBA shall have the exclusive use of a bulletin board at police headquarters for the sole purpose of posting of notices concerning PBA matters. The location of the bulletin board must be approved by the Chief of Police and must be provide by the PBA at its expense.

4. The dues for membership in the PBA shall be deducted on a biweekly basis from the members' paychecks and shall be paid to the PBA

on a quarterly basis by the tenth of the month following the close of each calendar quarter (4/10, 7/10, 10/1, and 1/10). The Borough shall furnish the PBA with copies of any and all pertinent records necessary to effectuate same. The PBA shall notify the Borough of the precise amount of the dues on an annual basis.

S. The union agrees to indemnify the Borough for any reasonable costs incurred in reliance upon the deduction of agency shop and/or union shop dues.

### **IX. HOLIDAYS**

1. The following twelve (12) days are recognized by the Borough as holidays:

New Year's Day	Election Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independent Day	Christmas Day
Labor Day	Police Officer's Birthday

2. A holiday shall start on the beginning of the shift in effect on the day the holiday is celebrated and shall be continued for a 24-hour period thereafter.

3. If a holiday falls within a normal 40 hour workweek as scheduled, it will be counted as a day's work in computing overtime for that month whether or not it was worked. If a holiday is observed during an employee's vacation, the employee shall receive the holiday hours.

4. Holiday pay in the amount of 144 hours shall be included with and considered to be part of an officer's base annual salary for all purposes and shall be paid with the regular payroll periods in equal installments in lieu of the above stated provisions of this Article. The salary schedule set forth in Article XVI reflects the addition of holiday pay.

## **X. VACATION**

1. Employees are eligible for annual paid vacations as follows:

<u>Number of Years Completed</u>	Vacation Allotment
6 months but less than 1 year	60 hours
1 year but less than 5 years	120 hours
5 years but less than 10 years	180 hours
10 years or more	240 hours

2. Any vacation time not taken within a calendar year may be carried over and taken in the next calendar year provided that such accrued time is taken within the first three months of the succeeding year. The provisions of this section are to be construed as allowing for the carry over of accrued time from the immediate preceding year only.

3. An employee requesting vacation time shall notify the Chief of Police of his intention to take vacation time as soon as possible but notice must be given at least by the fifteenth (15th) day of the prior month.

4. To the extent possible, vacations will be granted at the time most desired by the employee. No police officer's vacation shall be concurrent with another officer's vacation. Should there be a conflict in choice in scheduled vacations, preference will be given to the employee with the most seniority as defined in this Agreement. The right to allocate vacations is exclusively reserved with the Borough with the limitation that no reasonable request shall be denied.

## **XI. SENIORITY**

1. Seniority will be calculated as of the latest hiring date and will not be interrupted for sickness leaves granted for disabilities. Seniority will terminate upon resignation or discharge from the police force.

2. The employee shall be considered to have seniority upon successful completion of six (6) months service following completion of basic police training. Such basic police training shall be had within the time period established by law. Job seniority rights shall vest on and shall accrue from and after the date of permanent employment.

3. An employee promoted from the bargaining unit into management shall not continue to accumulate seniority in the management position. **If** said employee is returned to the bargaining unit,

he/she will be granted the seniority he/she attained at the time of transfer or promotion.

## **XII. PROMOTIONS**

1. Promotions within the bargaining unit shall be made on the basis of merit qualification and seniority as determined by the Borough. Employees will have the full opportunity to present any information in support of a request for promotion.

2. In the event that qualifications of employees being considered for promotion are significantly equal, as determined by the Borough, the employee with the greater seniority will be selected by the Borough for the promotion.

## **XIII. STARTING, STOPPING TIME**

It is agreed that all employees are expected to work the actual hours for which they are paid. It is agreed that it is the duty of each employee to be at his post on time unless previous arrangements are made with the Chief of Police or his designee.

## **XIV. EXCHANGE OF DUTY TOURS**

Employees shall be permitted to voluntarily swap their tours of duty subject to the prior approval of the Chief of Police, or his designee, which approval shall not be unreasonably withheld. This provision is not to be construed as to increase the Borough's overtime obligation.

## **XV. SAFETY AND WORK RULES**

All employees are to comply with all safety and established work rules contained in the Rules and Regulations on file in police headquarters.

**XVI . SALARIES**

The following base salary schedule shall become effective as of the date indicated:

Rank	Jan. 1, 2012	Jan. 1, 2013	Jan. 1, 201
	0%	1.5_%	1.5_%
Ser)!;eant	\$94,867	\$96,290	\$97,7 4
1st Class	86,902	88,206	89,529
2nd Class	74.S22	75,640	76.775
3rd Class	68,495	69,522	70,565
4th Class	60,273	61,177	62,095
5th Class	!) ,770	51,532	52,305

Employees hired after January 1, 2012 shall receive salary under the following schedule:

Rank	Jan. 1 2012	Jan. 1 2013	Jan. 1 2014
Ser)!;eant	\$94,867	\$96,290	\$97.734
1st Class	86,902	88,206	89,529
2nd Class	80,202	81,405	82,626
3rd Class	73.501	74,604	75.723
4th Class	66,801	67,803	68,820
5ndClass	60,101	61,003	61,918
6rdClass	s .401	54,202	55,015
<b>Class</b>	46,700	47.401	48,112
8th Class	40,000	40,600	41,209

**XVII. LONGEVITY**

1. All police officers hired prior to January 1, 2008 shall be entitled to longevity pay in accordance with the following schedule:

<u>Years of Service Completed</u>	Percent (%) Above Base
Salary	
5	1.5
10	3.0
15	4.5

2. All police officers hired after January 1, 2008 shall be entitled to longevity pay in accordance with the following schedule:

<u>Years of Service Completed</u>	Percent (%) Above Base
Salary	
7	1.0
12	2.5
15	4.5

3. Employees hired after January 1, 2012 shall not be eligible for longevity.

**XVIII. HOURS OF WORK, OVERTIME AND CALL TIME**

1. Hours of Work- Officers shall work a twelve (12) hour tour of duty with base tour under the present schedule from 6:00 a.m. to 6:00 p.m. (day shift) and from 6:00 p.m. to 6:00 a.m. (night shift) and a "floater" schedule with the hours to be set at the Chiefs discretion. The Chief shall also have the discretion to modify the starting and ending time of the (12) hour base tour subject to the restrictions set forth below in

paragraph S. The 12-hour work schedule is based on a rotating 28-day cycle of work days and days off as follows:

2 days on duty/2 days off duty

3 days on duty/2 days off duty

2 days on duty/3 days off duty

2 days on duty/2 days off duty

3 days on duty/2 days off duty

2 days on duty/3 days off duty

After the three (3) days off duty the officer rotates to the day or night shift that follows his preceding shift.

2. Overtime – Hours worked beyond the scheduled tour of duty will count as overtime to be compensated at time and one-half.

3. On Call Time – **If** an officer is called in for duty when not regularly scheduled, that officer will be paid a minimum of four (4) hours at time and one-half (1 1/2) for any occurrence regardless of the number of hours worked that week or month. **If** an officer is on call for subpoena that officer will be paid four (4) hours at the rate of time and one-half (1 1/2) for each occurrence (limited to one such payment per case). On-call minimum shall not be applicable to work which is contiguous with the backside of the employee's work day.

4. Vacation Time – Officers will be given day for day vacation time according to their length of service with the Borough as set forth in

Article X, Vacations. In exchange for this arrangement which makes no adjustment in vacation entitlement to account for the four (4) extra hours per vacation day as compared to an eight (8) hour work day, officers will not receive any additional compensation for regularly scheduled work hours beyond eight (8) hours per tour and will not accrue any "Pitman" time commonly associated with this work schedule. All vacation time shall be converted to hours based on the 12-hour day as set forth in Article X.

S. Overtime Schedule – An overtime schedule shall be maintained by the Chief of Police or his designee in a location designated by the Chief or his designee, and overtime shall be equally distributed to the extent possible on a rotating basis among the officers. Adjustments shall not be made in an officer's scheduled tour of duty, nor shall Special Police Officers be called in to work instead of full time officer, for the sole purpose of avoiding overtime.

6. Payment of Overtime – An officer who wishes to be paid for his overtime will be paid at his/her current rate of pay no later than the second pay period following the end of the month. An officer may also elect to take overtime as compensatory time provided the time is taken during the year in which it is earned, and further provided that the taking of such compensatory time is approved by the Chief of Police and is consistent with the Department's established procedures. The taking of compensatory time is also conditioned upon the fact that it shall not result

in the requirement for overtime pay to another officer. All compensatory time must be used prior to the end of the year in which it is earned or prior to the next salary adjustment to be received by the officer, and any compensatory time that cannot be so used will be paid no later than the second pay period following the pay period during which the overtime is earned. Overtime will be paid at the rate in effect when the overtime is earned and not at a higher rate.

7. Training schedule for three or more consecutive days (to a maximum of a regular tour) will be considered officer's full work week provided officer was scheduled for three days that week vs. four days.

## **XIX. EMPLOYEE EXPENSES**

1. In the event an employee uses a personal vehicle for official police business, he shall be compensated for such use at the rate of .25 per mile.

2. No police officer shall use their personal vehicle for official police business unless the Chief of Police, or his designee, authorizes such use except in a bona fide emergency where such authorization shall not be necessary.

3. The Chief of Police shall not require a police officer to use his personal vehicle when a police vehicle is available for use. When an officer's personal vehicle is used in accordance with this provision, the

officer shall be covered by the Borough's insurance policy for any and all liability as well as any damages to the officer's vehicle and/or its contents.

4. Upon receiving prior approval by the Chief of Police, or his designee, employees shall be reimbursed for all reasonable out-of-pocket expenses such as tolls, parking, meals, and/or lodging incurred in connection with the performance of official police business.

5. Exclusive of the insurance coverage provided above, the Borough shall replace any police officer's eyeglasses damaged in the course of police duties up to the amount of \$150.00 per occurrence and any police officer's watch damaged in the course of police duties in an amount up to \$40.00.

## **XX. SICK TIME**

1. All police officers shall be granted one hundred twenty (120) hours per calendar year.

2. A police officer may be required to produce acceptable medical evidence substantiating the need for sick leave if absent from duty for three or more consecutive days.

3. Granted sick days shall be added to any accumulated balance of sick days from previous year(s).

4. All police officers must notify the Chief of Police or his designee, or the officer on duty, of the need to take a sick day as soon as possible prior to his scheduled shift.

S. Each officer may, at the time of retirement or resignation, receive a cash equivalent, at the then prevailing rate of pay, for any accumulated sick days up to a maximum of two hundred fifty two (252) hours.

6. The employer may request sick leave verification note whether such note appears reasonable. The cost of the note shall be borne by the Borough.

## **XXI. SAFETY**

1. It shall be the responsibility of each employee, upon commencement of his tour of duty, to inspect all equipment and, in the event he shall find some to be unsafe, he shall immediately report the conditions to the Chief of Police or his designee.

2. Serviceability of equipment shall be determined at the discretion of the Chief of Police and Borough mechanic. Any such determination shall be subject to the grievance procedure contained herein.

3. The Borough agrees that all police vehicles shall have installed drive protection screens, fire extinguishers, first aid kits, and shotguns for

officers that are certified to operate same and presents evidence to the Chief of Police.

4. Employees, while rendering aid to another community and acting within the scope of their employment subject to the laws of the State of New Jersey, shall be fully covered by Workers' Compensation and Liability Insurance, pension coverage, and any and all other benefits that said employees would have been entitled to if said employees had been performing their duties within the Borough.

## **XXII. UNIFORMS AND UNIFORM MAINTENANCE**

1. The Borough will furnish all needed uniforms and equipment to newly hired officers, and thus no uniform allowance will be paid in calendar year one of the date of hire. In calendar year two (but not less than one year from the date of hire), newly hired employees will receive a uniform allowance of \$500.00. For all officers in their third year and thereafter the uniform allowance will be \$850.00 per year. Effective January 1, 2009 the annual \$850.00 uniform allowance will be eliminated and officers will be required to maintain their uniforms in accordance with the department regulations.

2. Weapons and badges are to be replaced by the Borough and the expense of such replacement shall not be deducted from the uniform allowance.

3. The uniform allowance shall not be used by the officer for any purpose other than the replacement of an official police uniform which shall include all necessary undergarment.

4. Each officer shall be entitled to uniform cleaning and repairs allowance and such cleaning shall be performed at a local cleaning establishment, to be selected by the Borough, with the bills for such cleaning being directly paid by the Borough.

S. Each officer is permitted to have their uniform cleaned on a regular need be basis. However, the Borough reserves the right to refuse to pay cleaning bills that demonstrate an abuse of this benefit.

#### XXIII. LEAVES OF ABSENCE

1. Leaves of absence without pay may be requested by an employee who shall submit all the facts bearing on the request in writing to the Chief of Police. The Chief of Police shall make written recommendations to the Borough Police Committee, which shall consider the request and grant or reject the request for a leave of absence.

2. Seniority shall continue to accumulate during such leaves.

3. All employees shall be granted temporary leave of absence for active duty, reserve training in the military.

#### XXIV. BEREAVEMENT

1. Leave not to exceed three (3) working days will be allowed for each death in the immediate family. Family is understood to mean father,

mother, grandparents, brothers, sisters, parent-in-law, son-in-law, daughter-in-law, wife, husband, child, step children or grandchildren or other members of the household. The three (3) working days shall be consecutive starting with the first day of absence.

2. Upon written request to the Chief of Police, where all personal leave has been exhausted, the Chief of Police may, at his sole discretion, for good cause shown, expand the above three (3) working days to five (5) working days. The written request may be waived in a bona fide emergency situation, allowing an oral request to be made.

#### **XXV. PERSONAL LEAVE**

Leave up to two (2) days per year shall be permitted for matters which cannot be cared for in free time. Employees who have completed three (3) years of service as a Police Officer with the Borough shall be entitled to three (3) personal days per calendar year. Unused personal days will not be paid for and may not be carried into the next calendar year. Payment under this provision shall be made provided a minimum of one (1) week's written notice be given to the Chief of Police, or his designee, of the employee's intention to take a personal day when possible. If one week's prior notice is not possible, payment shall be made provided the employee gives notification as soon as possible of his intention to take a personal day either to the Chief of Police or his designee. The employee shall make the sole determination of the use of personal leave days. The

employee need not disclose the reason for a personal day and no reasonable request shall be unreasonably denied.

Employees hired on or after January 1, 2012 receive personal leave as follows: Commencement of first year of employment, 1 day; commencement of second year of employment, 2 days; and commencement of third year of employment, 3 days.

## **XXVI. INJURY ON-DUTY LEAVE**

1. Any employee who is injured while acting in the performance of his duty, or who becomes ill as a direct result of his employment, shall receive full pay less the Workers' Compensation temporary disability payments to which he is entitled during the period of his absence from employment for up to six (6) months and may be renewed for an additional six (6) months at the discretion of the Borough.

2. Such payments shall begin from the onset of said injury or illness provided that the Borough physician certifies that the disability prevents the employee from carrying on the normal duties as a police officer. In the event a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined by a physician agreed to by both parties to this Agreement, the cost of which shall be borne equally by both parties.

3. In any instance where the insurance carrier denies that the injury or illness is job related, this provision will become operative only

after a decision by the Division of Workers' Compensation that the employee's injury or illness was sustained as a result of the performance of his duty. Pending the outcome of this decision, the employee may use any sick or vacation leave accumulated by him and shall later be credited with any time so used by relinquishment of any payments later received for the same period.

#### **XXVII. NON-JOB RELATED DISABILITY**

1. An employee who has been temporarily disabled (non-job related) and is unable to perform duties as a police officer is eligible to receive benefits through the Borough's temporary disability insurance carrier.

2. During the processing of the application for said benefits, the Borough shall pay the employee the amount equivalent to that which he is eligible to receive under the plan; said amount being two-thirds (2/3) of regular base pay which advance payments shall be repaid by relinquishment to the Borough of any payments later received by the employee for the same period.

3. In the event the employee is declared ineligible to receive temporary disability payments under the plan, any monies advanced by the Borough pursuant to Section 2 shall be deducted from the employee's salary in equal monthly installments not to exceed one hundred (\$100.00) dollars.

## XXVIII. LEGAL DEFENSE

1. The Borough will provide legal defense for members or officers in action or legal proceedings arising out of duties and directly related to lawful exercise of police powers pursuant to N.J.S.A. 40A:14-155 as follows:

Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. **If** any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

2. The employee's obligation under paragraph 1 shall be deemed satisfied if its insurance carrier enters a defense on behalf of the affected officer and furnishes counsel. However, if the carrier advises that the claim against the officer exceeds, or is excluded from its coverage, then the officer may select his own counsel for his defense and the employer shall pay or reimburse all resulting legal fees and costs, at customary rates prevailing in the region.

## **XXIX. OUTSIDE EMPLOYMENT**

1. All outside employment (commonly known as "road jobs") and other contracted outside work shall be paid through the Borough of High Bridge payroll. The Borough shall be entitled to retain ten (10%) percent of the gross amount of the employee's pay to cover administrative costs incurred by the Borough in connection with same. It is understood and agreed that employees shall undertake such work both within and outside Borough limits. The Borough agrees, in accordance with the Attorney General's guidelines, to provide full insurance, including Workers' Compensation coverage, for the employees during such work details.

2. Effective July 1, 2012, Road Jobs and other side jobs will be offered to Patrolmen, Sergeant and Chief, on a rotating, equalized basis. For equalizing purposes, the relevant period for the remainder of 2012 shall be July 1 through December 31. Thereafter, it shall be January 1 through December 31.

## **XXX. PBA REPRESENTATIVE**

1. Accredited representatives of the PBA, who are police officers, may enter Borough facilities or premises at reasonable hours for the purpose of observing work conditions of their constituents or assisting in the adjustment of grievances. When the PBA decides to have its representatives enter the Borough facilities or premises, it will request such permission from the Chief of Police, or his designee, at least 24 hours in

advance, except in an emergency situation, and such permission will not be unreasonably withheld.

2. The Borough agrees to grant a leave of absence with regular pay to the employee who is the duly authorized representative of the New Jersey State Patrolmen's Benevolent Association, Inc., to attend the annual PBA State Convention, provided two (2) weeks' written notice specifying the dates of the convention is given to the Chief of Police by the PBA. The officer shall provide his own transportation to the convention and not use Borough vehicles without prior authorization. A certificate of attendance at the State Convention shall, upon request, be submitted by the representative so attending.

3. A police officer attending the State Convention shall provide for his own transportation to the convention and such officer shall not be reimbursed for out-of-pocket expenses such as tolls, parking, meals and/or lodging incurred in connection with the attendance at the convention.

### **XXXI. PROBATIONARY PERIOD**

A probationary or temporary appointment as a police officer shall not exceed 18 months from date of hire pursuant to N.J.S.A 52:17B-69. The Borough agrees that any new recruit, who has not previously completed basic training, will be enrolled in the first available class offered by the Police Academy. Any newly hired officer, who has previously

completed basic police training, shall remain on probation for a period no longer than twelve (12) months.

## XXXII. INSURANCE

1. The provisions of Chapter 78 Public Laws of 2011 shall be applicable to this bargaining unit except as otherwise negotiated by the parties if negotiations are not preempted.

2. The Borough shall provide health insurance and prescription coverage in accordance with the terms, conditions and definitions of the policies of insurance set forth in the State Health Benefits Plan as those plans may be amended or modified.

The Borough shall pay the full cost of the Direct 15 plan (except as required by Chapter 78) and if officers choose another offered plan that is more expensive than the Direct 15, such officers shall pay the Borough the difference in cost between the plan chosen and the Direct 15 as those differences exist at the time of conversion to SHBP. Such payment shall be in equal monthly installments by payroll deduction. **If** there is any increase in the cost difference during the remaining term of this contract, the Borough will pay such additional cost. Further, the maximum co-pay for doctor visits for employees enrolled in the Direct 15 shall be \$20.00 per visit. **If** a co-pay in excess of \$20 is established under the Direct 15 Plan during the term of this contract the Borough will reimburse the excess to eligible employees on a quarterly basis. Eligible employee shall submit

proof of payment by the 15<sup>th</sup> of the month preceding the end of the quarter and will be paid by the end of the succeeding month. Employees shall also be responsible for all co-payments required under the Prescription Plan except that increases in co-pay beyond \$9.00 per 30-day supply of generic drug sold retail and \$30.00 per 30-day supply of brand name drug sold retail and \$0.00 per 90-day supply of generic drug sold mail order and \$30.00 per 90-day supply of brand name drug sold mail order shall be reimbursed by the Borough on a quarterly basis as set forth above.

If the Borough wishes to change health insurance coverage from the SHBP, it shall, if possible, provide six (6) months advance notice to and negotiate with the PBA concerning said change to the extent required by law. Further, the parties agree that the SHBP plans shall be considered the base plan for comparison purpose if the Borough changes health insurance coverage.

3. The dental insurance coverage shall remain the same as the present dental insurance coverage.

### **XXXIII. PERSONNEL FILES**

1. Each member of the bargaining unit will have on file in the police headquarters, a personnel file. This file will be considered the official personnel file for the members of the unit.

2. Upon notice of at least one day to the Chief of Police, the personnel file shall be open to the employee in police headquarters on a

working day between the hours of 9:00 a.m. to 4:30 p.m. upon the signature of the employee requesting to see the file. The working day is as defined in the grievance procedure. When reviewing this personnel file, either the Chief of Police shall be present or Borough representative. If the Chief of Police cannot be present, then he will provide the appropriate Borough representative and will notify the individual of the representative's availability.

3. The following material contained in the personnel file shall not be made available to the individual: records restricted by the sending agency or institution, however, the affected member shall be furnished with the date and source of same and have the absolute right to make inquiry to the agency subject to any state or federal laws to the contrary.

4. Files remaining the property of the department and shall not be removed without the express written consent of the Chief of Police. Originals of documents, with the exception of police officer certifications, remain the property of the department. Individuals may copy anything that is in their files that is not restricted by Section 3 above.

5. No document of anonymous origin shall be included in a personnel file. Only one (1) personnel file shall be maintained for each employee. The Borough shall notify the employee in writing when any item is placed in his personnel file and provide a copy of the document to the employee simultaneously.

6. A copy of each written evaluation of work performance shall be given to the employee. The employee shall sign the evaluation form, acknowledging his review of same (not agreement with it) immediately following such review. The employee shall make any response within thirty (30) calendar days from the date of his signature, which statement shall become part of the evaluation.

#### **XXXIV. PUBLICATION OF AGREEMENT**

The agreement shall be reproduced in sufficient quantities so that every employee may be provided with a copy and so that there may be sufficient copies in reserve for any employee hired during the term of this Agreement.

#### **XXXV. NEGOTIATION OF SUCCESSOR AGREEMENT**

1. The provisions of this Agreement shall continue in effect until such time as either party shall give written notice to the other at least six (6) months prior to the expiration of this Agreement of its desire to modify, amend, or supplement the terms of this Agreement. Such negotiations shall begin no later than August 1 of the calendar year preceding the calendar year in which this Agreement expires.

2. Any Agreement so negotiated, shall apply to all members of the unit, be reduced to writing, be signed by the Borough and the PBA and be formally adopted by the Borough and ratified by the PBA membership.

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

**XXXVI. RESOLUTION OF DISPUTES**

The PBA affirms that for the duration of this Agreement it shall attempt to resolve any and all disputes with the Borough in a peaceful and lawful manner availing itself of all procedures for the peaceful resolution of disputes as provided in Chapter 123, P.L. 1974, as amended.

**XXXVII. DURATION OF AGREEMENT**

This Agreement shall be effective as of January 1, 2012 and shall continue in effect until midnight December 31, 2014 and its provisions shall continue thereafter subject to the PBA's and Borough's right to negotiate over a successor agreement as provided in Article XXXV.

IN WITNESS WHEREOF, the Borough and the PBA have caused this Agreement to be signed by their duly authorized representatives this 3 day of March, as indicated below and the Borough shall place its Seal thereon.

**7 J f f : 1 F t j = E :**

Mark Desire, Mayor

PBA:

\_\_\_\_\_  
Sgt. Jared Skobo

\_\_\_\_\_  
Ptl. Jeffrey Andruczyk

\_\_\_\_\_  
Ptl. Brian Shipps

\_\_\_\_\_  
Ptl. Edward Schaffer

\_\_\_\_\_  
Ptl. Matthew Lazier

lawful manner availing itself of all procedures for the peaceful resolution of disputes as provided in Chapter 123, P.L. 1974, as amended.

**XXXVII. DURATION OF AGREEMENT**

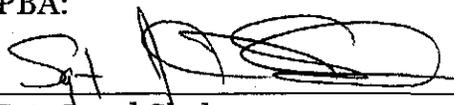
This Agreement shall be effective as of January 1, 2012 and shall continue in effect until midnight December 31, 2014 and its provisions shall continue thereafter subject to the PEA's and Borough's right to negotiate over a successor agreement as provided in Article XXXV.

IN WITNESS WHEREOF, the Borough and the PBA have caused this Agreement to be signed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ as indicated below and the Borough shall place its Seal thereon.

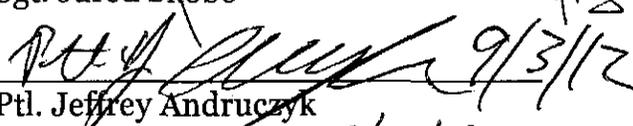
BOROUGH OF HIGH BRIDGE:

\_\_\_\_\_  
Mark Desire, Mayor

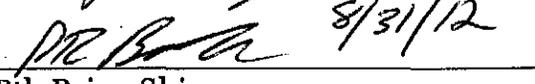
PBA:

  
Sgt. Jared Skobo

8/16/12  
1/2

  
Ptl. Jeffrey Andruczyk

9/3/12

  
Ptl. Brian Shipps

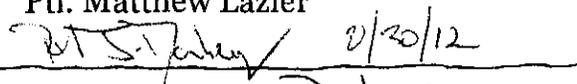
8/31/12

  
Ptl. Edward Schaffer

8/30/12

  
Ptl. Matthew Lazier

8/31/2012

  
Ptl. Jonathan Danberry

8/30/12

September 13, 2012

**Resolution # 198-2012**

**BOROUGH OF HIGH BRIDGE  
COUNTY OF HUNTERDON, STATE OF NEW JERSEY**

**RESOLUTION  
AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE BOROUGH  
OF HIGH BRIDGE AND THE HIGH BRIDGE POLICE DEPARTMENT**

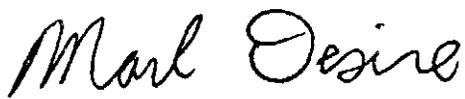
**WHEREAS**, the Borough of High Bridge is in need of a new contract with the High Bridge Police Department; and

**WHEREAS**, the Police Negotiation Committee, representing Mayor and Council, and the High Bridge Police Department have partnered to develop the new contract; and

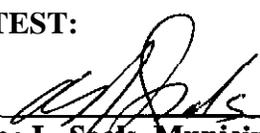
**WHEREAS**, a copy of the MOA, which outlined the enhancements to the new contract, has been reviewed by Mayor and Council; and

**WHEREAS**, the High Bridge Police Department has ratified said contract

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Governing Body of the of the Borough of High Bridge, in the County of Hunterdon, in the State of New Jersey as follows: The proposed Contract Agreement, as ratified by the High Bridge Police Department, is hereby approved and that Mayor Desire is hereby authorized to execute the Agreement on behalf of the Borough of High Bridge.

  
Mark Desire, Mayor

ATTEST:

  
Diane L. Seals, Municipal Clerk, RMC

**CERTIFICATION**

I, Diane L. Seals, Municipal Clerk, hereby certify that this resolution was duly adopted by the Borough of High Bridge Common Council at a meeting duly held on the 13th day of September, 2012; that this resolution has not been amended or repealed; and that it remains in full force and effect as of the date I have subscribed my signature.

  
Diane L. Seals, Municipal Clerk, RMC