

**COLLECTIVE BARGAINING AGREEMENT**

**2004, 2005 AND 2006**

**Between**

**METUCHEN PBA LOCAL NO. 60**

**-And-**

**BOROUGH OF METUCHEN**

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**PREAMBLE**

This Agreement, made this --- \_\_\_\_ day of -- \_\_\_\_\_ 2004, by and between the BOROUGH OF METUCHEN, a municipal corporation of New Jersey, hereinafter referred to as the "Borough" and the METUCHEN PBA LOCAL NO. 60, a union affiliated with the New Jersey State Policemen's Benevolent Association, hereinafter referred to as the "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**, it is mutually agreed between the parties hereto as follows:

**I. RECOGNITION OF BARGAINING UNIT**

1. The Borough hereby recognizes the PBA as the sole and exclusive representative for the purpose of collective bargaining with respect to the terms and conditions of employment for the members of the bargaining unit, which shall be defined as all employees of the Police Department holding the rank of Sergeant, Detective, Corporal, and Patrol Officer.

2. Wherever used herein, the term "employees" shall mean and be construed only as referring to the Police Department employees covered by this Agreement.

## **II. MANAGEMENT RIGHTS**

1. It is the right of the Borough to determine the standard of service to be offered by the Police Department; determine the standards of selection for employment in accordance with the law; direct its employees; take appropriate disciplinary action in accordance with the law; relieve its employees from duty because of lack of work, or for any other legitimate reasons; determine the means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours; take all necessary actions to perform its obligation in emergencies; and exert complete control and discretion over its organization and technology of performing its work.

2. Nothing in the article shall alter or relieve the Borough of any of its obligations agreed to and undertaken by this Agreement.

## **III. REPRESENTATION FEE**

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

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

2. Payroll Deduction Schedule: The employer 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) 10 days after receipt of the aforesaid list by the Employer; or
- (b) 30 days after the employee begins his employment in a bargaining unit position.

3. Termination of Employment: If an employee who is required to pay a representation fee terminates his employment with the Employer before the PBA has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

5. Changes: The PBA will notify the Employer 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 deductions made more than 10 days after the Employer receives said notice.

6. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the PBA a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and date of employment for all such employees.

#### **IV. PBA UNION BUSINESS**

1. It is agreed and understood that the PBA shall have the sole responsibility for new employees' membership into the union and said membership shall not be a condition of employment.

2. The PBA Delegate shall be allowed to attend the monthly State PBA meeting and if said delegate is scheduled to work that day, he shall be given the day off with no loss of time or pay.

3. The PBA Delegate shall be allowed to attend the monthly County PBA meeting and if said delegate is scheduled to work that day, he shall be given the day off with no loss of time or pay.

4. The following employees shall be allowed to attend the State Annual Convention for its duration with no loss of time or pay: the Delegate, one Alternate Delegate with the rank of Sergeant or above, three Alternate Delegates with the rank of Patrolman.

5. During negotiations, up to two members of the PBA negotiating team shall be allowed off with no loss of time or pay if they are scheduled to work. Such employees will attend in uniform and shall return to duty if their services are required.

#### **V. GRIEVANCE PROCEDURE**

1. A grievance shall be defined as any dispute involving the interpretation, application or violation of policies, agreements, Rules and Regulations, or administrative decisions affecting terms and conditions of employment and shall be settled and determined in accordance with the following procedure:

**STEP 1.** The grievant and the PBA President, or his designee, shall present and discuss

the grievance(s) orally with the Captain within twenty-one (21) days of the occurrence-giving rise to knowledge of said event. The Captain shall answer the grievance within seven (7) days from the date of the presentation.

STEP 2. If the grievance is not resolved at Step 1, or if an answer has not been received by the PBA within the time set forth in Step 1, the PBA shall present the grievance in writing within ten (10) days thereafter to the Chief of Police or his designee. The grievance shall be discussed between the grievant, the PBA President or his designee, and the Chief of Police, or his designee. The Chief of Police or his designee shall answer the grievance in writing within seven (7) days after receipt of said grievance.

STEP 3. If the grievance is not resolved at Step 2, or if an answer has not been received by the PBA within the time set forth in Step 2, the PBA shall notify the Chief of Police or his designee within ten (10) days thereafter of its desire to meet with the Borough Administrator. The Borough Administrator shall have a hearing on said grievance within fourteen (14) days of the receipt of such notice and shall render his/her written decision within ten (10) days of said hearing date.

2. The number of days mentioned under this article shall be considered calendar days. If for any reason, a representative of the Borough is not available for discussion of said grievance within the time set forth, the time limit can be extended upon a mutual agreement by both parties.

3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

4. If a grievance is not resolved at Step 3, or if an answer has not been received by the

PBA within the time set forth in Step 3, the PBA may make a written demand for arbitration in accordance with Article V Arbitration as hereinafter set forth except that the Borough Administrator's decision shall be final in cases dealing with the interpretation and application of police Rules and Regulations and that disciplinary matters, upon which formal charges have not been brought, shall be adjudicated in accordance with N.J.S.A. 40A-147, et seq and shall not be subject to arbitration.

5. It is understood that the Borough may file a grievance concerning the interpretation and application of this Agreement, which if said grievance cannot be amicably resolved through the steps of the grievance procedure, shall be submitted to arbitration pursuant to Article V Arbitration.

## **VI. ARBITRATION**

1. Provided it is not specifically exempted from the arbitration process as set forth above, any unresolved grievance may be referred to arbitration by either party within fifteen (15) days of the exhaustion of the grievance procedure as herein provided under the rules and regulations of the Public Employment Relations Commission (PERC).

2. The decision of the arbitrator shall be in writing and shall include the reasons for such findings and conclusions. There shall be no power to add to, subtract from or modify this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

3. Each grievance will be arbitrated separately except those of a similar nature pursuant to mutual agreement. The cost of the arbitrator's services, if any, shall be borne equally by the Borough and the PBA.

## **VII. HOURS OF WORK AND OVERTIME**

1. The workday shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period, except as mutually agreed to by the parties.

2. Employees who work on shifts shall work tours of four (4) consecutive workdays followed by two (2) consecutive days off. All non-shift employees will work a forty (40) hour work week as determined by the Chief of Police or his designee.

3. Upon the declaration of an official emergency, as defined by N.J.S.A. 40A:14-133, et seq., the provision above shall not apply.

4. An employee who is called into work on his scheduled day off will be compensated a minimum of eight (8) hours compensation at time and one-half regardless of the amount of time actually worked, either by overtime pay or compensatory time off as set forth below.

5. An employee who is called into work prior to or after his normal shift will be compensated a minimum of four (4) hours overtime at time and one-half regardless of time actually worked, either by overtime pay or compensatory time off as set forth below.

6. An employee who works overtime continuing directly after his regular shift will be compensated at time and one-half for every hour or part thereof worked, with no minimum as set forth below.

7. An employee who works overtime as set forth in Section 6 shall be compensated for each hour or part thereof by compensatory time off at the rate of one and one-half times the hours or part thereof actually worked.

8. Employees notified to appear before any Grand Jury or any Municipal, County,

Superior Court proceeding, Administrative Hearings or Federal Court proceedings, except in a civil action or disciplinary hearing where he is appearing as a defendant, while on duty, shall be considered on assignment and suffer no loss in compensation. When such appearance occurs outside the employee's assigned duty hours, he shall receive compensatory time off at a rate of one and one-half times the hours worked, subject to minimum standards set forth in Sections 4, 5 and 6.

9. Employees shall be granted no more than a fifteen (15) minute coffee break in the morning and no more than a fifteen (15) minute coffee break in the afternoon without loss of pay.

10. An employee shall be granted up to thirty (30) minutes for a meal break during his regular workday. When an employee is required to work in excess of ten (10) hours or more, he shall be granted a second thirty (30) minute meal period, without loss of pay or time, and shall be granted an additional thirty (30) minute meal period for each five (5) hour period over the above-mentioned ten hours, and an allowance of \$4.00 per meal shall be provided. When an employee's scheduled work takes him outside the Borough of Metuchen and extends into a meal period, he shall be provided an allowance for each meal as follows: \$2.00 for breakfast, \$3.50 for lunch, and \$5.00 for supper.

11. All requests for compensatory time off shall be submitted to the Chief of Police or his

designee in writing and shall be approved or denied in writing. All compensatory time earned by an employee between January 1 and December 31 of any calendar year shall be used within one (1) year of December 31 of the previous calendar year. Any request for compensatory time shall list an alternate date or dates. No request shall ask for more than four consecutive days of compensatory time. If the dates requested or alternate date or dates for compensatory time are denied, then the employee shall be paid for the said accrued compensatory time denied on the second next regular pay day following the denial. Any compensatory time accumulated prior to the execution of this agreement will not be subject to the one-year time limitation.

12. The Chief of Police may call up to two (2) department meetings each calendar year to discuss police matters. Members shall be compensated by (as an exception to Section 5 above) receiving a minimum guarantee of two hours at one and one-half times in compensatory time or actual time in attendance, whichever is greater.

**VIII. WAGES AND LONGEVITY SCHEDULES**

1. Effective January 1, 2004 salaries shall be increased by Six Hundred Fifty Dollars (\$650) plus Three and Seventy Five One Hundredths percent (3.75%) as set forth in the following salary schedule:

	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>	<u>6th yr.</u>	<u>Maximum</u>
Sgt.	\$75,130						\$75,130
Det.	\$70,873						\$70,873
Ptl.	\$35,560	\$42,165	\$48,771	\$55,372	\$61,976	\$68,658	\$68,658

2. Effective January 1, 2005, salaries shall be increased by Seven Hundred Dollars (\$700) plus Three and Seventy Five One Hundredths percent (3.75%) as set forth in the following salary schedule:

	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>	<u>6th yr.</u>	<u>Maximum</u>
Sgt.	\$78,674						\$78,674
Det.	\$74,257						\$74,257
Ptl.	\$37,620	\$44,472	\$51,326	\$58,175	\$65,026	\$71,959	\$71,959

3. Effective January 1, 2006, salaries shall be increased by Seven Hundred Fifty Dollars (\$750) plus Three and Seventy Five One Hundredths percent (3.75%) as set forth in the following salary schedule:

	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>	<u>6th yr.</u>	<u>Maximum</u>
Sgt.	\$82,402						\$82,402
Det.	\$77,820						\$77,820
Ptl.	\$39,809	\$46,918	\$54,029	\$61,135	\$68,243	\$75,436	\$75,436

4. The position of Corporal is a temporary assignment and will be handled as all other positions in the Department. Officers assigned as Corporal will have their annual base pay increased by the sum of \$900.00. In the event of a personnel change during the calendar year January 1 to December 31, the \$900 will be prorated to reflect actual time served in the Corporal position. In the event an officer receiving the additional base pay for the Corporal position is reassigned; his or her base pay will be reduced accordingly. Neither the officer nor the PBA will have any right to challenge the reduction in base pay resulting from the assignment.

The assignment of an officer as Corporal is a matter of managerial prerogative. No aspect of the

decision to assign an officer as Corporal, to reassign an officer serving as Corporal or the corresponding decrease in compensation will be subject to a grievance or otherwise subject to challenge by the officer or the PBA.

5. In the event an employee is temporarily assigned to a higher pay classification and performs the duties of that classification for sixteen (16) days, he shall receive the rate of pay for the higher rated classification starting on the 17<sup>th</sup> day. Upon returning to his former duties he will return to his former rate of pay.

6. In addition to the annual salary, each employee shall be eligible to receive longevity increments calculated on the employee's current base pay, as follows: however, employees hired after January 1, 1983 shall not receive any longevity payments until the completion of ten (10) years of service:

<u>UPON COMPLETION OF</u> <u>YEARS OF SERVICE</u>	<u>PERCENT APPLIED TO</u> <u>FIXED SALARY</u>
4th	2.0%
5	2.5
6	3.0
7	3.5
8	4.0
9	4.5
10	5.0
11	5.5
12	6.0
13	6.5
14	7.0

15	7.5
16	8.0
17	8.5
18	9.0
19	9.5
20-24	10.0
25 and thereafter	10.5

6. The additional longevity compensation will be paid beginning January 1 of the calendar year in which the scheduled years of service are completed by the employee. Employees shall be paid in bi-weekly installments in accordance with the salary schedule set forth in Section 1 above.

8. The existing practice of salary guide movement on the officer's anniversary date shall continue.

**IX. HOLIDAY PAY**

1. In accordance with his annual salary, each employee shall receive payment for each of fourteen (14) holidays per year at the rate of a day's pay (8 hours), including longevity pay and any college credits, even though no work, or work may be performed on such days. Said holiday pay shall be payable in one lump sum the first week in November.

2. Non-shift employees shall be granted time off with pay on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. In addition, non-shift employees shall be granted a total of eight (8) personal leave days with pay for the transaction of their personal business upon approval of the Chief of Police, or his designee.

3. Employees who work less than twelve (12) months in any calendar year because of

the date of their appointment to, or because of the date of their separation from, the police department shall be entitled to receive the holiday pay in November on the following schedule: one day's pay for each month or part of a month for which the employee worked for the Borough.

4. If any employee is not actually working any of those twelve (12) months due to vacation time or regular sick leave, he shall not be penalized for the loss of any such months. If he is not working because of extended sick leave and other leaves of absence, his holiday benefits shall be determined in accordance with those provisions.

**X. VACATION LEAVE**

1. All employees shall be granted vacation leaves beginning in the calendar year in which the employee completes his continuous service, in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>EMPLOYEE HIRED</u>	<u>EMPLOYEE HIRED</u>
	<u>PRIOR TO 1/1/85</u>	<u>1/1/85 OR AFTER</u>
6 mos. - 1 year	7 Days	5 days
1 - 4	14	10
5 - 9	21	15
10 - 14	28	20
15 or more	35	
15 - 24		25
25 or more		30

2. The Borough agrees that in the event an employee leaves the employ of the Borough

before vacation period, he shall be compensated for any accrued vacation time that may be due him in accordance with the above schedule.

3. The vacation schedule shall be drafted by the Borough on or before January 1st of each year and posted on the bulletin board. In preparing the vacation schedule the Borough shall endeavor to permit vacations on the basis of seniority. It is specifically agreed, however, all vacations shall be determined by the Borough with due regard to efficient operations. Vacations will be taken during the regular vacation period between January 1 and December 31, inclusive.

4. The Borough hereby recognizes that summer vacation is considered prime time and shall endeavor to insure that all employees will be able to have prime time, will post on bulletin board for employee to sign, with seniority prevailing, a prime vacation listing consisting of eight (8) sixteen day periods commencing May 15th and ending September 19th.

## **XI. SICK LEAVE**

1. As used in this section, "sick leave" means paid leave that shall be granted to employees who because of sickness or injury cannot report to work to carry out the duties of his position.

2. Each employee shall be credited with fifteen (15) days on January 1 of each year which sick days may be accumulated. Employees hired after January 1, 2004 shall be credited with fourteen (14) days on January 1 of each year which sick days may be accumulated.

3. Any employee who reports in for duty and subsequently reports off duty due to illness will be charged a percentage of a sick day proportionate only to those hours actually not worked.

4. During the term of any regular sick leave, the employee shall receive his full pay and all other benefits to which he is entitled under this contract.

5. Sick Leave Incentive Program: A sick leave incentive bonus shall be paid annually as follows:

(a) 0-2 sick days absent from work due to sickness in any calendar year three hundred dollar (\$300.00) bonus;

(b) 3-5 sick days absent from work due to sickness in any calendar year – one hundred and fifty dollar (\$150.00) bonus.

The aforesaid bonus shall be paid in the second pay period following the final budget adoption, but in any event no later than June 1st.

## **XII. EXTENDED SICK LEAVE**

1. For a job related illness, injury or disability, each employee shall receive one (1) year sick leave without using any of his accumulated sick time. After that, continued illness will require use of sick time.

2. During the job related extended sick leave, the employee, if he has not done so, shall at the request of the Borough file for worker's compensation benefits, and any benefits received during the term of the disability shall be endorsed and delivered to the Borough.

3. For a non-job related illness, injury or disability, each employee shall rely upon current sick time as well as accumulated sick time. Upon the exhaustion of said sick time, the Borough may, at its discretion, which shall not be unreasonably withheld, grant up to one (1) year's sick leave with pay.

4. The above sick leave and/or sick days shall be granted upon verification of the

illness, injury or disability by the Borough's appointed physician. Nothing herein shall prevent the Borough from making a determination, based upon the physician's examination and report, before, during, or after any employee's sick leave, that the employee is suffering from such permanent disability or incapacity that he can no longer serve as a member of the Metuchen Police Department.

5. In such event, as described in Section 4 above, the Borough shall notify the employee that his services are terminated based on retirement or disability under N.J.S.A. 40A:14-147. However, in the event the Mayor and Council determines that an employee shall not be entitled to a leave of absence with pay for a non-job related disability, said employee shall not be discharged by reason of said disability until the lapse of one (1) year from the time his regular sick leave period had expired.

### **XIII. UNPAID LEAVE OF ABSENCE**

1. In addition to, or separate from, any sick leaves granted to an employee, the Borough Council, upon receipt of a written request by an employee, and only upon the recommendation of both the Chief of Police and the Borough Administrator, may grant a leave of absence without pay for a period not exceeding ninety (90) days.

2. Any employee requesting a leave of absence without pay shall submit such request in writing to the Chief of Police and the Borough Administrator stating the reasons he desires such leave of absence, when he desires it to commence and the probable date of return to duty. Leave of absence without pay shall become effective only after the approval of the Borough Council.

3. In determining whether to grant said leave of absence, the Borough Council will

make its determination for any reasons allowable by law; its decision as to whether to grant or deny the request for leave of absence shall be final and the denial of the leave shall not be considered a cause for grievance under this contract.

4. During said leave of absence all hospitalization and medical insurance coverage, seniority and pension rights shall continue, but no holiday or vacation pay shall accrue.

#### **XIV. BEREAVEMENT LEAVE**

Employees will be granted four (4) days off for the purpose of attending or arranging for a funeral or for mourning when death occurs in the employee's immediate family which is defined as spouse, parent, step parent, child, step child, brother or sister (step or half included), father-in-law, mother-in-law, brother-in-law, sister-in-law, or any relative living under the same roof, and one (1) day for grandparents, aunts, uncles, first cousins and in-laws in the same degree.

#### **XV. HEALTH INSURANCE AND PENSION BENEFITS**

1. The Borough shall provide Medical and Major Medical coverage to active employees and retired employees and their dependents which coverage, if changed, shall be equal to or greater than the present coverage.

Effective January 1, 2005 insurance coverage shall be changed as follows:

- (a) Single: \$100.00 deductible
- (b) Family: \$200.00 deductible
- (c) 80/20% co-insurance of the first \$1,000 of covered charges with 100% coverage thereafter
- (d) Prescription Drugs:

a. Over the Counter: Generic \$5.00 co-pay for each 30-day prescription filled; all others \$15.00 co-pay for each 30-day prescription filled. Prescription card must be used in order to obtain reimbursement.

b. Mail Order: Generic \$5.00 co-pay for each 90-day prescription filled; all others \$15.00 co-pay for each 90-day prescription filled. Prescription card must be used in order to obtain reimbursement.

(e) Hospital pre-admission certification and continuing stay review required.

(f) Second surgical opinion required.

2. The Borough shall continue to provide life insurance and accidental death and dismemberment insurance for employees, which is in effect at the present time for all employees.

3. The schedule of benefits is as follows:

	ACCIDENTAL DEATH
<u>LIFE INSURANCE</u>	<u>DISMEMBERMENT</u>
An amount equal to 1-1/2x the employee's base salary	An amount equal to the life insurance.

4. The Borough shall provide dental insurance for all employees and their dependents, which is in effect at the present time.

## **XVI. CLOTHING AND MAINTENANCE ALLOWANCES**

1. The Borough shall provide new employees with the following uniform and equipment items:

- |                          |                       |
|--------------------------|-----------------------|
| 2 pairs of pants         | 1 gun belt            |
| 2 short sleeve shirts    | 1 service weapon      |
| 2 long sleeve shirts     | 1 ammunition holder   |
| 1 blouse                 | 1 box ammunition      |
| 1 departmental jacket    | 1 set of handcuffs    |
| 1 raincoat               | 1 handcuff case       |
| 1 rain hat               | 1 expandable baton    |
| 1 summer hat             | 1 flashlight          |
| 1 winter hat             | 1 pair of slush boots |
| 1 pair of shoes          | 2 neckties            |
| 2 breast plates (badges) | 1 nameplate           |
| 1 hat shield             | 1 holster             |
| 1 garrison belt          |                       |

3. The Borough shall provide each employee with an annual clothing allowance of One Thousand Twenty-five Dollars (\$1025.00). The aforesaid clothing allowance shall be paid in the second pay period following the final budget adoption, but in any event no later than June 1st. Also, any protective clothing or equipment, which in the opinion of the Borough is necessary, shall be supplied.

3. In addition to the above, any clothing or equipment damaged in the line of duty shall be repaired or replaced by the Borough at the discretion of the Borough.

## **XVII. COLLEGE CREDITS AND TUITION REIMBURSEMENT**

1. Each employee's base salary shall be increased by the sum of twenty dollars (\$20) per year for each credit satisfactorily completed at an accredited institution of higher education offering courses or a program leading to a degree in law enforcement, criminal justice or police related degree. Such additional compensation shall not exceed, however, the sum of twenty-four hundred dollars (\$2,400) for any calendar year, and shall be payable upon approval of the Borough Council after presentation of a proper certification from the institution attended by such employee setting forth the number of credits completed along with evidence of passing grades in the courses taken.

2. Employees on a shift can leave work to attend school for college credits with no loss of pay or time, upon a determination by the Chief of Police or his designee that there is sufficient manpower to run the department. Barring any emergency sufficient manpower shall be deemed to mean one deskman, one man for each of the two patrol cars and one footman. In the event of a conflict on a shift the employee attending school for the longest period shall receive preference.

3. Employees shall report each course selection to the Chief of Police. Upon request of the Chief, the employee shall obtain from the college a letter, certificate or catalog stating such course can be taken to satisfy credits leading to a degree in law enforcement, criminal justice or a police related degree.

4. Any employee of the Police Department, who satisfactorily completes course work toward a degree, shall be reimbursed for one-half of his tuition costs. Such reimbursement shall be limited to a maximum of one hundred dollars (\$100) per year and a total of fifteen hundred dollars (\$1,500) for any individual employee.

5. The provision of this article and sections shall only apply up to the attainment of a bachelor's degree for employees hired after 1/1/2001.

## **XVIII. SENIORITY LIST**

1.The Borough shall establish and maintain a seniority list of employees' names and date of employment, from date of last appointment, on a departmental basis, with the employee with the longest length of continuous and uninterrupted departmental service to be placed at the top of said list. The name of all employees with shorter lengths of continuous service shall follow the names of such employees, in order, until the name of the employee with the shortest length of service appears at the foot of the seniority list.

2.The seniority of each employee shall date from the employee's date of last appointment with the Borough. Except that an employee laid off and rehired or re-appointed shall have his seniority computed on the basis on his total years of service excluding that period of time when he was not employed.

3.Other than seasonal and part-time employment, new employees retain beyond the probationary period shall be considered regular employees and their length of service with the Borough shall begin with the original date of their employment and their names placed accordingly on the seniority list. Such seniority list shall be kept up to date with additions and deletions as required.

4. The first year of employment for all new employees shall be considered a probationary period. After six months of service, new employees will be eligible for union membership. Once an employee is a member, he is entitled to all privileges under this contract including recourse to the grievance procedures.

5. During the aforementioned probationary period, the Borough may discharge such employee for any reason in accordance with the law. The Borough shall have no responsibility for the reemployment of newly engaged probationary employees if they are dismissed during the probationary period.

## **XIX. PROMOTIONAL PROCEDURES AND NEW POSITIONS**

1. If new positions are created, or if vacancies occur in a higher rated position, the Borough agrees to post a notice of such new job vacancy on the bulletin board for a period of five (5) days. Such notice shall contain a description of the job, the rate, and when the job will be available.

2. Reasonable qualifications will be determined for the position with due consideration being given to applicants' length and merit of service and preference shall be given according to seniority in service. The successful applicant will be notified by notice placed on the bulletin board within five (5) days after the selection is made.

4. Any employee so selected to fill such job shall be granted a trial period of up to sixty (60) calendar days. If it shall be determined by the Borough at any time after the first ten (10) calendar days of the trial period that the promoted employee is not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his former position or a position equivalent thereto.

5. The employee shall receive the rate for the position as of the day he begins his trial period. If removed from the higher rates position during or at the end of the trial period, he shall receive the rate for the position to which he is then assigned.

6. The Borough shall not force a promotion or a higher rated position upon any employee who does not want to take the position for whatsoever reason. This will not be held in prejudice against the employee for any future promotions.

7. If the Borough is unable to secure an employee from within the Department for a position, the Borough may seek someone outside the Department.

## **XX. REDUCTION IN FORCE (RIF)**

1. In the reduction of the working force, the rule to be followed shall be the length of service with the Borough. The employee with the least seniority shall be laid off first. In the restoration of the work force, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired, giving said employee fourteen (14) days notice thereof.

2. In the event of a reduction in the number of persons in a job classification, the displaced employee may bump into a classification, which carries the same rate of pay if he is qualified to perform the duties and is of greater seniority than the employee being bumped.

3. An employee's seniority shall cease under the following conditions: (a) resignation or termination of employment for cause, and (b) failure to report to work following time off no later than the regular shift beginning on the first working day after the fourteenth (14) calendar day on which he received a notice by certified mail to return to work.

## **XXI. SEPARATION FROM SERVICE**

1. Separation from the service of the Borough may be as a result of any of the following: (a) voluntary resignation of the employee; (b) retirement because of age, or length of service, or disability; (c) termination of services by the Borough Council upon filing of charges, notice and hearing for just cause, as set forth in the Police Code and N.J.S.A. 40A:147, et seq; (d) termination by the Borough Council because of a reduction in force.

2. Employees who resign will tender their resignations in writing at least two weeks prior to the effective date of their resignation. The two-week period may be waived at the sole discretion of the Borough.

3. In the event of a separation from employment due to a reduction in force, severance

pay relating to the length of service at the time of severance shall be paid as follows:

LENGTH OF SERVICE

COMPENSATION

1 to 5 years

One (1) day's pay for  
each year of service

5 to 10 years

Two (2) days' pay for  
each year of service

10 years and over

Twenty (20) days' pay

4. Upon separation from service, the employee shall be paid any salary owed, any accrued compensation time, any accrued vacation time due, any accrued holiday pay, and any accrued clothing allowance pro rata based on the number of months worked in the calendar year, provided the termination is not a result of discharge for cause under 40A:147, et seq.

5. In addition thereto, any employee upon separation will receive compensation for his

accumulated sick days as follows:

(a) Upon termination of employment in good standing--twenty percent (20%) of said accumulated days.

(b) Upon death, retirement (deferred or otherwise) or permanent disability--twenty five percent (25%) of said accumulated sick days. In addition, said employee shall receive eight percent (8%) of said accumulated sick days in time off. Any employee that contemplates retirement must notify the Borough in sufficient time for the Borough to schedule the aforestated eight percent (8%) accumulated sick time off. Any of the aforestated eight percent (8%) of accumulated sick time that is not taken by the employee's retirement date will not be compensated by the Borough.

6. All employees will, when leaving the services of the Borough, complete and sign a termination receipt when receiving their final compensation. This receipt will be filed in the employee's Personal History Folder as evidence of the satisfaction of all claims against the Borough.

## **XXII. VETERAN'S RIGHTS AND BENEFITS**

1. The seniority rights of all employees who enlisted or who are drafted pursuant to an appropriate law now in force, or to be enforced, or to be enacted, shall remain during such period of military service. Each such employee shall have the right to reinstatement to his former position or to a position of equal status, at the salary rate previously received by him at the time of his induction into military service, together with all salary increases granted by the employer to said employee's previous position during the period of such military service.

3. Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such employee is honorably discharged from the service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

4. The Borough agrees to allow the necessary time for any employee in the Reserves to perform his duties when called without loss of pay, time, seniority, or any other benefits.

### **XXIII. NOTIFICATION OF EMPLOYEE DISCHARGE**

1. The Borough reserves the right to discharge any permanent employee or probationary employee for any reasons permitted by law and will follow out the appropriate legal procedures relevant thereto. Under no circumstances shall any discipline or discharge be subject to the grievance procedure, except as herein before stated, but said employee shall have the right as provided by statute and law.

2. The PBA, however, shall be notified of the discharge of any employee at the time of such discharge and, with the written consent of the employee, shall be notified of the reason for such discharge.

### **XXIV. PERSONNEL FOLDERS**

1. The Chief of Police shall be in charge of personnel folders and shall keep one (1) folder for each employee.

2. Before any matter is inserted into the personnel folder by the Chief of Police the employee shall have the opportunity to initial same and insert his own rebuttal or mitigating material.

3. Each employee may inspect his own personnel folder subject to giving the Chief of Police reasonable notice, unless said inspection is prohibited by law.

## **XXV. BILL OF RIGHTS**

1. As used in this section:

(a) "Law enforcement officer": means any person who is employed as a permanent and full-time active member of the Metuchen Police force whose primary duties and responsibilities are the enforcement of the laws and regulations of the State of New Jersey and the protection of the life, peace and property of its citizens.

(b) "Law Enforcement Agency": means the Metuchen Police Department and/or Mayor and/or Borough Council.

2. Unless otherwise prohibited by law, no law enforcement officer shall be prohibited by the Law Enforcement Agency from engaging in political activity or be denied the right to refrain from engaging in such activity, and no law enforcement officer shall be denied the right to hold public office. No law enforcement officer shall engage in political activity while in uniform or on duty.

3. Whenever a law enforcement officer is the subject or target of an investigation by the Law Enforcement Agency for any reason, which could result in the law enforcement officer being charged with a crime, the following provisions shall apply:

(a) Any interrogation of a law enforcement officer by the Law

Enforcement Agency shall take place whenever possible at the office of the law enforcement officer being investigated.

(b) The law enforcement officer being interrogated shall be informed at the commencement of such interrogation of the nature of the investigation, the statute, rule or regulation allegedly violated, and the date and time period of any alleged violation. Further, at the commencement of an interrogation, the law enforcement officer shall be informed of the identity of all persons present during such interrogation.

(c) The interrogation of the law enforcement officer by the Law Enforcement Agency shall be conducted at a reasonable hour, whenever possible, in a noncoercive manner, without threat or promise of reward.

(d) The law enforcement officer being interrogated by the Law Enforcement Agency if he so requests shall be entitled to the presence of his counsel, if he so elects, or any other one person of his choice.

4. If a law enforcement officer is placed under arrest or has become the target or subject of an investigation by the Law Enforcement Agency because of an alleged criminal offense, he shall be afforded all rights under the United States and New Jersey Constitutions, applicable statutes, department rules and regulations, and the provisions of any collective bargaining agreement which may be applicable under the circumstances.

5. No law enforcement officer shall be required to disclose for the purpose of promotion or assignment, any information concerning his property, income, assets, debts, or expenditures, or those of any member of such officer's household.

6. A law enforcement officer being investigated shall be promptly advised in writing, if he so requests, of any determination made after the conclusion of criminal investigation of him.

## **XXVI. MISCELLANEOUS PROVISION**

1. The Borough agrees to provide all employees with complete insurance coverage for false arrest, false imprisonment, and malicious prosecution.

2. It is agreed that the parties hereto will not discriminate against any employee because of race, creed, religion, nationality, or sex, and further, that no employee should be discriminated against or interfered with because of union activities.

3. No employee shall make or be requested to make any agreement or to enter into any agreement or understanding inconsistent or conflicting with the terms of this Agreement.

4. A Committee is hereby established called the Police Equipment and Procedures Committee which will consist of two (2) Patrolmen, one (1) Sergeant, one (1) Captain, and the Chief of Police. This committee shall study equipment and uniforms used in law enforcement and make recommendations to the municipality in respect to the purchase and use of same. The recommendations of the Committee are purely advisory and not subject to the grievance procedure. The Chief of Police shall be the Chairman of the Committee and will schedule meetings as requested by the committee members at a mutually convenient time. The Patrolmen, Sergeant and Captain, who are members of this committee, will be selected by the PBA.

5. A committee is hereby established called the Police Health and Safety Committee. It will consist of two (2) superior officers and three (3) patrolmen. The Chief of Police shall not be a member. The five (5) members shall be selected by the PBA. This committee shall study health and safety matters impacting upon the Police Department and make recommendations semi-annually to the Chief of Police in respect to health and safety measures. The Chief shall present the recommendations to the Mayor and Council. The recommendations of the committee are purely advisory and are not subject to the grievance procedure. It is further agreed that the Borough shall comply with all Federal, State and Local health and safety laws where applicable to the Borough of Metuchen.

## **XXVII. DURATION OF AGREEMENT**

Update to reflect a three-year agreement effective January 1, 2004 through December 31, 2006, notwithstanding the date of execution hereof, with all salaries and benefits retroactive to January 1, 2004 for all officers employed during the contract period. In the event subsequent negotiations do not result in a newly executed Agreement by December 31, 2006, the parties agree to continue the negotiations and all terms and conditions of the prior Agreement shall continue in full force and effect until the new Agreement is agreed upon and executed.

**XXVIII. SEPARABILITY CLAUSE**

In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

All other proposals of both the Borough and the PBA are hereby withdrawn, and all other provisions of the previous contract and all other existing terms and conditions shall continue.

**IN WITNESS WHEREOF**, the parties hereto set their signatures:

BOROUGH OF METUCHEN

METUCHEN PBA LOCAL NO. 60

By: \_\_\_\_\_

By: \_\_\_\_\_

Edmund O'Brien, Mayor

Arthur Flaherty, Sr., Pres.

ATTEST: \_\_\_\_\_

Bozena Lacina, RMC  
Municipal Clerk

Dated: