

1006

*Revised Copy*

COLLECTIVE BARGAINING AGREEMENT

January 1, 1991 - December 31, 1992

BETWEEN

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BOROUGH OF WATCHUNG

AND

WATCHUNG BOROUGH P.B.A. LOCAL #193

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LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
RUTGERS UNIVERSITY

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I. PREAMBLE

THIS AGREEMENT made this            day of            , between the BOROUGH OF WATCHUNG, hereinafter referred to as the "Borough" or "Employer" and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, WATCHUNG LOCAL NUMBER 193, 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, in consideration of the premises and mutual agreements herein contained, the Parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the P.B.A. as follows:

II. RECOGNITION

Section 1. The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all its patrol persons, sergeants and all other superior officers in its police department in Watchung, New Jersey, but excluding the Chief, and/or Deputy Chief of Police, Captain of Police and all other employees.

III. MANAGEMENT RIGHTS

Section 1. The Borough hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States, and ordinances of the Borough of Watchung.

Section 3. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40, 40A, or any other national, State, County or local laws or ordinances.

#### IV. GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to set forth a grievance procedure by means of which employees governed by this Agreement, or the Association as representative of such employees, may appeal the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them. In order for an employee and/or Association to proceed to binding arbitration, the grievance must be a controversy arising over the interpretation, application or alleged violation of the express terms and conditions of this Agreement. All other grievances shall terminate with advisory arbitration.

within five (5) working days after the presentation of that grievance at Step Two, then within five (5) working days from the expiration of said time period, the matter may be referred by the PBA or by its designated representative to the Police Commissioner. A meeting on the grievance shall be scheduled within five (5) working days from receipt of the grievance between the PBA and the Police Commissioner, and the meeting shall take place within twenty (20) working days from such receipt. The meeting shall not be held publicly unless the parties so agree in writing. The Police Commissioner shall render a final written decision within fifteen (15) working days of the date of the meeting.

STEP FOUR: In the event the aggrieved person is not satisfied with the decision of the Police Commissioner, within five (5) working days from receipt of the Step Three answer, or if no written decision has been rendered within fifteen (15) working days after the hearing of that grievance at Step Three, then within five (5) working days from the expiration of the said fifteen (15) day period, the matter may be referred by the PBA or by its designated representative to the Mayor and Council. If the grievance is received by the Borough Clerk at least ten (10) working days prior to the next regularly scheduled Council meeting, then a meeting on the grievance shall be held between the PBA and the Mayor and Council at the regular Council meeting. If received by the Clerk less than ten (10) working days from

which might be pertinent and render his award in writing which shall be final and binding upon the parties. The cost of the arbitrator's fee shall be borne equally by the Borough and the PBA. Any steward or officer of the Association required in any of the above grievance procedures to settle disputes on any arbitration shall be released from work without loss of pay for such purpose. In the event PERC is not able to provide the required service, the New Jersey State Board of Mediation will be used. The cost of filing fees, if any, shall be charged and assumed by the party filing the grievance. The arbitrator shall have no authority to alter, amend, add to or detract from this Agreement.

Section 3. The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties. During the course of negotiations for the 1982-83 Agreement, the parties agreed to provide for binding as opposed to advisory arbitration of grievances and to delete a retention of benefits article. However, the deletion of the retention of benefits article is not intended to preclude either party from making conventional "past practice" arguments in those situations where such arguments are normally made..

Section 4. Any employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a

for the previous pay period shall be paid in one separate check on the 15th of each month.

VI. RETENTION OF BENEFITS

Section 1. It is specifically understood that the "Police package" items on police vehicles shall not be considered to be a benefit by the parties.

Section 2. Officers who retire as permitted by the State of New Jersey Division of Pensions and the Police and Firemen's Pension System of the State of New Jersey, and where said officer has a minimum of twenty-five (25) years of continuous service credited under such retirement plan, shall have their health insurance benefits continued as provided under New Jersey State Health Benefits Program, including group hospital, medical and surgical coverage, with the premium or periodic charges paid by the Borough of Watchung from funds appropriated for such purposes.

VII. MISCELLANECUS PROVISION

Section 1. The employer will provide legal aid to all personnel covered by this agreement to the extent that may be required by law.

Section 2. In addition to the employee's service revolver, an employee may carry a second concealable weapon upon approval of and with permission of the Chief of Police.

VIII. DISCRIMINATION OR COERCION

Section 1. There shall be no discrimination, interference or coercion by the Employer on any of its agents against the employees represented by the PBA because of membership or activity in the PEA. The PEA or any of its agents shall not intimidate or coerce employees into membership. Neither the employer nor the PEA shall discriminate against any employee because of race, creed, color, age, sex or national origin.

Section 7. In the event a Police Officer is called to work during other than regularly scheduled hours (but not including any hours directly contiguous to normally scheduled hours), he shall be provided a minimum of two (2) hours pay in lieu thereof at the time and one-half (1-1/2) rate regardless of the time needed to complete the task, even if task is completed in less than two hours.

Section 8. Employees may voluntarily switch shifts amongst themselves, provided advance approval is obtained from the Chief or, in his absence, his designee.

Section 9. Employees shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for overtime work under the following conditions:

- A. All assigned work in excess of eight (8) hours on any scheduled eight (8) hour work day.
- B. All assigned work in excess of forty (40) hours in any one (1) week.

XI. NO STRIKE PLEDGE

Section 1. The Association covenants and agrees that during the term of this Agreement the Association will not cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other



XI. FULLY-BARGAINED PROVISIONS

Section 1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

XII. LONGEVITY AND DIFFERENTIAL

Section 1. Longevity is recognized as a method of rewarding employees for their years of dedicated service and shall be paid according to the schedule:

After 5 years of service - 2% increase above base pay.

After 10 years of service - 4% increase above base pay.

After 15 years of service - 6% increase above base pay.

After 20 years of service - 8% increase above base pay.

After 25 years of service - 10% increase above base pay.

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

Section 2. The differential for detectives is in the amount of \$500.00. This differential of \$500.00 is to be paid semiannually

mutually acceptable re-scheduled vacation period cannot be agreed upon, then the police officer shall be permitted to carry over to the following year that portion of vacation which he/she was unable to take. The unused vacation carried over, referred to in this section, must be taken during the year of carryover or it shall be forfeited.

Section 4. In the event the police officer cannot take his/her vacation for reasons other than those required by the Chief in Section 3, above, then in that event vacations may be carried over at the discretion of the Chief only.

Section 5. At the discretion of the police officer, vacation days may be taken in single day units, however, said approval must be obtained from the Chief. It is understood that requests for single day units will not be unreasonably denied by the Chief.

Section 6. Initial vacation selection shall be on a seniority basis. Additional vacation selection shall be on the basis of reverse seniority pursuant to existing practices.

#### XIV. HOSPITALIZATION AND INSURANCE

Section 1. The Borough shall continue to provide enrollment in the New Jersey State Health Benefits Programs or an equivalent program providing the same benefits, for all employees and their families. Coverage shall consist of health, hospital, Rider J, major medical and any other benefits as provided by said plan.

Section 2.

A. Any pregnant employee may apply to the Borough Council for a disability leave of absence and shall be granted the leave. The leave dates shall be supported by a physician's certificate which shall allow for disability twenty (20) work days before and twenty (20) work days after the anticipated date of birth.

B. A pregnant employee may request more or less than twenty (20) work days before and after the anticipated date of birth upon a specific physician's certificate supporting same.

C. Accumulated sick days may be utilized during the disability period only.

D. The approved disability leave shall be extended for unanticipated disability related to the childbirth upon provision of a physician's certificate.

E. The Borough Council retains the right to confirm the conclusion of any physician's certificate provided under this Article by having the employee examined by their own physician. If the two physicians disagree, they shall choose a third physician who shall examine the employee and whose decision shall be final and binding upon the parties.

F. A probationary employee shall only be entitled to a leave up to the expiration of the probation period.

G. A pregnant employee may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically

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

Section 3. The Borough agrees to notify the individual police officer if any material derogatory to the employee is placed in his/her personnel jacket within forty-eight (48) hours. The police officer shall initial such material to signify that he/she has seen it.

Section 4. The Borough shall provide filing cabinets sufficient to allow each patrolman one drawer for storage of duty related paperwork.

Section 5.

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

B. Employee personnel files shall not be forwarded to individuals outside the Borough, nor shall such outsiders have access to said files. (Specifically excepted, however, are other Governmental agencies which require personnel information.)

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

C. Neither the Borough nor its agents shall release a roster of police employees.

Section 8. Whenever an employee's pay reflects deductions other than the usual for State and Federal taxes, pensions, loans, union dues, savings bonds, and other routine deductions, the employee shall receive a written explanation of said deductions. Such explanation shall provide the reasons, the amounts, and the authority for making said deductions.

#### XVIII. INSURANCE

Section 1. The Borough agrees to continue to provide the current insurance policy with regard to personal injury liability, false arrest, libel, slander, defamation, violation of right of privacy, detention or imprisonment, malicious prosecution, wrongful entry or eviction or other invasion of right of private occupancy for the duration of this Agreement.

Section 2. The Borough reserves the right to change insurance carriers, or programs, at its option provided that the present level of coverage is at least maintained.

#### XIX. DUES CHECK-OFF

Section 1. The Borough agrees to deduct from the salaries

of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

Section 2. Prior to the beginning of each membership year, the Association will notify the Borough in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

Section 3.

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

B. The Borough will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

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

XXI. PROMOTIONAL PROCESS

Section 1. For any promotion within the Watchung Police Department except rank of Chief, a Promotional Examination shall be given and the following items will be made known to the officers prior to their taking the examination:

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

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

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

D. The answer sheet of each officer taking the test will be retained in their respective personnel files.

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

1. written test
2. oral test
3. departmental evaluation

and discipline, the following rules are hereby adopted:

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

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

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

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

E. The member of the force shall not be subject to any offensive 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.

F. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the



the maximum accumulation of one hundred fifty (150) days.

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

Section 4. Job related illnesses and injuries which necessitate sick days are not applicable to this Article.

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

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

#### XXV. WORK IN HIGHER RANK

Section 1. Police officers who work in the capacity of Acting Sergeant or Watch Commander shall be paid at a Sergeant's rate of pay for the time worked in that capacity. To qualify, however, the patrolman must work a minimum of one (1) full day in the elevated position during a calendar week beginning Monday and ending Sunday. The designation of patrolmen to work in the capacity of Acting Sergeant or Watch Commander shall be made by the Chief of Police, or in his absence, the person acting in the same capacity.

cost. In the event during the term of this Agreement or any renewal thereof, the Borough adopts a standard other than a Level II vest, than said standard as it is applicable, as set forth in this paragraph, shall be modified accordingly. Officers who have been issued a soft body armor vest at the expense of the Borough shall be required to wear said vest while on patrol.

XXVII. HOLIDAYS

Section 1. The following shall be recognized as paid holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election (November)
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Veteran's Day

Section 2. The FBA shall be entitled to be paid under the current system of payment for all legal holidays enjoyed by any other Borough employee.

Section 3. All holidays shall be paid in one lump sum on November 15th, except Thanksgiving and Christmas which shall be paid during December.

XXVIII. FUNERAL LEAVE AND DEATH BENEFIT

Section 1. Employees shall be entitled, in the case of the death of an immediate member of his/her family or spouse's family, to a maximum of three (3) days of absence with pay upon approval from the chairman of the committee of the Borough Council having supervision over the employee's department. An immediate member of the family is defined as spouse, parent, child, sister, or brother, mother-in-law or father-in-law and employee's

grandparents.

Section 2. In the event of the death of a relative who resides with the employee, other than an immediate member of the family as above defined, the Borough may grant a three (3) day leave of absence with pay.

Section 3. In the event a police officer should be killed while acting in his official capacity in the line of duty, the Borough shall provide a death benefit to the officer's family of up to Two Thousand Dollars (\$2,000) to help defray funeral expenses.

XXIX. SEPARABILITY AND SAVINGS

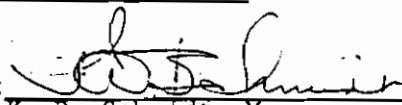
Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby, and shall continue in full force and effect.

XXX. DURATION

This AGREEMENT shall become effective January 1, 1991 and shall terminate on December 31, 1992.

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

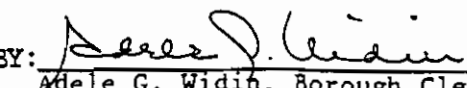
BOROUGH OF WATCHUNG

BY:   
K. D. Schmidt, Mayor

BY: , President PBA

ATTEST:

POLICEMEN'S BENEVOLENT ASSOCIATION  
WATCHUNG LOCAL NUMBER 193

BY:   
Adele G. Widin, Borough Clerk

BY: 

SCHEDULE A. - SALARY

	<u>1991</u>	<u>1992</u>
Probationary Patrolman	\$26,689.	\$28,290.
First Year Patrolman	30,058.	31,862.
Second Year Patrolman	34,924.	37,019.
Third Year Patrolman	38,666.	40,986.
Sergeant	42,533.	45,085.
Lieutenant	46,786.	49,593.

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