

Contract no. 1235

A G R E E M E N T

between

BOROUGH OF RUMSON

and

RUMSON FAIRHAVEN P.B.A. #184

JANUARY 1, 1991 through and including DECEMBER 31, 1992

SCHNEIDER, COHEN, SOLOMON
LEDER & MONTALBANO
1150 Raritan Road
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PREAMBLE

THIS AGREEMENT entered into this day of
1991, by and between the **Borough of Rumson**, a Municipal Corporation
of the State of New Jersey, hereinafter called the "Boro", and the
Rumson Fairhaven PBA Local #184, hereinafter called the "Association"
represents the complete and final understanding, on bargainable issues
between the Boro and the Association, and the Boro agrees not to enter
any other Agreement or contract with those of its employees who are
hereby covered, which in any way conflicts with the terms and provisions
of this Agreement.

ARTICLE I
RECOGNITION

A. The Boro hereby recognizes the Association as the exclusive collective negotiations agent for all Police Officers with the exception of the Chief employed by the Boro.

B. The title Police Officer shall be defined to include the plural, as well as the singular, and to include males, as well as females.

ARTICLE 2

MAINTENANCE AND MODIFICATION OF WORK RULES

A. All conditions of employment relating to wages, hours of work, and general working conditions, currently in effect, shall be maintained for the life of this Agreement.

B. The provisions of this Agreement will govern, where specifically applicable, any inconsistent rules, regulations or ordinances or any other provisions or manual or law notwithstanding.

ARTICLE 3

ASSOCIATION REPRESENTATIVE AND MEMBERS

A. During negotiations, authorized Association representatives not to exceed two (2) shall be excused from their normal work duties to participate in collective negotiation sessions that are mutually scheduled to take place during their scheduled work time, and shall suffer no loss of regular pay thereby.

B. The Boro agrees to grant time off to employees designated by the Association to attend police conventions as provided by NJSA 40A:14-177. Said convention leave will include reasonable travel time.

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

ARTICLE 4

RETENTION OF CIVIL RIGHTS

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

ARTICLE 5

RETIREMENT

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

ARTICLE 6

MANAGEMENT RIGHTS

A. The Boro hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Boro, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE 7

NON-DISCRIMINATION

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

ARTICLE 8

WORK WEEK - OVERTIME

A. The current work schedule will remain in effect for the duration of this agreement.

B. If an employee is required to work longer than 128 hours in his 21 day work period, he shall be compensated for all overtime work at the rate of one and one-half ($1\frac{1}{2}$) times his regular hourly rate.

C. Effective July 1, 1991, Employees shall receive time and one-half ($1\frac{1}{2}$) compensation for all hours worked beyond their regular shift.

D. At the sole option of the employee, he may elect to receive compensatory time up to 100 hours in lieu of cash for any amount of overtime earned (at the premium rate).

E. If an employee is called to duty on his time off, he shall receive overtime compensation ($1\frac{1}{2}$) for all hours worked, with a minimum guarantee of two hours at $1\frac{1}{2}$.

F. The Boro shall pay all employees for appearances in Municipal, County, Superior and Juvenile Courts, and Grand Jury and all administrative agencies, on off-duty time, the rate of time and one-half with a two hour minimum, ~~as set forth in E herein~~ Employees may not be retained for the purpose of attaining the two hours if the appearance requires less time.

G. Overtime shall be paid in the second pay period of each month.

ARTICLE 9

VACATIONS

A. Vacation allowances shall be as follows:

From date of hire to completion of ten months - 1 day per month up to 5 days

Eleventh month through completion of nine years - 10 working days.

Ten years through completion of fourteen years - 15 working days

Fifteen years - 20 working days

Thereafter, one additional vacation day for each two years of service, up to a maximum of twenty five (25) days.

B. Vacations shall be selected by seniority.

C. The vacation period shall be January 1st through December 31st.

D. Vacations can be taken in days with no minimum period.

E. Employees shall not be subject to recall while on vacation, except in cases of emergency, in which case he is still entitled to one full day's pay.

F. On January 1st, an employee's vacation becomes vested for that year.

ARTICLE 10

INJURY AND SICK LEAVE

A. Employees shall receive fifteen (15) sick days per year for use when an employee is absent from work for reasons of illness or non-work connected injuries.

B. Unused sick days shall accumulate from year to year until retirement.

C. The fifteen sick days shall be credited to each employee as of January 1st of each year.

D. Upon retirement from the Police Department, pursuant to any approved retirement provided by New Jersey Law, the employee shall be entitled to cash-in all accumulated sick days at the rate of sixty dollars (\$60.00) per day to a maximum of Fourteen Thousand Four (\$14,400) Dollars.

E. All accumulated terminal leave shall be paid to the estate of a member who dies prior to retirement.

F. Employees who become injured and disabled for police duty, while on duty, or in the course of performing police duties, shall be entitled to time off with full pay during their period of disability, not to exceed one year for each such injury. The Boro council on recommendation from the Police Committee shall grant such leave of absence.

ARTICLE 11

INSURANCE, HEALTH AND WELFARE

A. The Boro shall supply to employees all necessary legal advice and counsel in the defense of charges filed against them in performance of duty, or the settlement of claims for false arrest, personal injury, death or property damage arising out of or in the course of their employment, and the Boro shall pay and satisfy all judgments against said employees from such claims, except for intentional or punitive awards. In the event the employee is charged with a criminal offense owing to his employment, he may retain an attorney of his choosing and the Boro shall pay reasonable attorney's fees and costs.

B. Whenever police officers are required to use their personal vehicles in the scope of their employment, the Boro will assure that the police officer will not suffer economic damage for having to use his vehicle in the scope of his employment. Any such use of personal vehicles shall be authorized in writing by the Chief.

C. Hospitalization. The Boro agrees to remain in the N.J. State Health benefits program.

D. Dental Insurance. The current Dental Insurance Plan shall be maintained.

ARTICLE 12

EDUCATIONAL INCENTIVE

A. When an employee receives an Associate's Degree in criminal justice, he shall receive a Five Hundred (\$500.00) Dollars yearly stipend.

B. When an employee receives a Bachelor's Degree in criminal justice, he shall receive a One Thousand (\$1,000.00) Dollars yearly stipend.

C. An employee must provide documentation showing that he earned the aforementioned degrees.

ARTICLE 13

EXCHANGE OF DAYS OFF

A. The Police Department may grant a request of any member of the Department to exchange hours, duty or days off, subject to standard rules and regulations pertaining to all members who make this request. The request shall not be unreasonably or arbitrarily denied.

B. The rules and regulations referred to in Paragraph A above shall be those currently in effect within the Department.

ARTICLE 14

HOLIDAYS AND COMPENSATORY TIME

A. HOLIDAYS

1. Employees shall receive thirteen holidays per year as additional vacation days.

2. If an employee works on any of the following designated holidays, he shall receive overtime at one and one-half times in cash in addition to the time off set forth in (1) herein.

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving
Christmas
Martin Luther King's Day

3. Should the Boro declare an additional holiday for any other Boro employees, the members herein shall receive full amount of additional time off. For the purpose of this agreement, the word "holidays" shall be deemed to mean any day when the usual business offices of the Boro are closed to the general public. This shall not include the day after Thanksgiving or any Saturday.

B. PERSONAL DAYS

1. Effective January 1, 1991 employees shall receive one (1) personal day.

2. Effective January 1, 1991 employees, at their option, may convert one sick day to a personal day.

3. Personal days may be utilized by employees without being required to provide a reason for the use of the personal days.

4. Forty eight (48) hours notice of the use of personal days shall be required, except in the event of an emergency.

ARTICLE 15

CLOTHING ALLOWANCE AND CLOTHING MAINTENANCE ALLOWANCE

A. Effective January 1, 1991 police officers will be provided with a sum of Two Hundred Fifty (\$250.00) Dollars clothing maintenance allowance.

B. Effective January 1, 1992, police officers will be provided with the sum of Three Hundred (\$300.00) Dollars clothing maintenance allowance.

C. Police Officers shall receive up to Three Hundred (\$300.00) Dollars per year clothing allowance, when a voucher is produced, for the purchase of items included on Appendix A.

ARTICLE 16

BEREAVEMENT LEAVE

A. In the event of a death in the police officer's immediate family, said police officer will be granted time off from the day of death up to and including the day after the funeral, but not to exceed three (3) work days.

B. Immediate family, for purposes of this section, will be defined as follows: Parents, spouse, child, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren.

C. One (1) day off will be granted any Police Officer, for attendance at the funeral services of the employee's sister-in-law, brother-in-law, son-in-law and daughter-in-law or any other relatives residing in the immediate household of the police officer, and also an aunt, uncle, niece or nephew of the employee or his spouse, and also the spouse's grandparents. This day will be granted for the day of the funeral service.

D. Reasonable verification of the event and the familial relationship must be submitted within five (5) days of the employee's return to work.

ARTICLE 17

MILITARY LEAVE

A. Police Officers ordered to active duty by a component of the United States Armed Forces will be granted leave without pay for the period of such service.

B. The Boro hereby agrees to grant military leave for training to Police Officers in accordance with New Jersey State Statute.

C. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave.

ARTICLE 18

BULLETIN BOARDS

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

ARTICLE 19
GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" is a complaint about the interpretation, application, or alleged violation of policy, contract or administrative decision affecting an employee or groups of employees. Disciplinary matters shall be subject to the grievance procedure, but the final step shall be at Level Four, which shall constitute the final administrative action of the Boro.

B. PURPOSE

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

C. PROCEDURE

1. LEVEL ONE

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

2. LEVEL TWO

If the aggrieved person or group is not satisfied with the disposition of their grievance at Level One or if no answer has been rendered within three (3) days following it's presentation,

it shall be reduced to writing and submitted to their immediate supervisor.

3. LEVEL THREE

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

4. LEVEL FOUR

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

5. LEVEL FIVE

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

D. MISCELLANEOUS

1. All grievances filed must show the signature of the

Association's designated Grievance Chairperson or President, except where the grievant is representing himself.

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

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

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

5. The grievant will have thirty (30) calendar days from the date of the event causing the grievance, or from the date the grievant should have reasonably first known of the grievance, to file a grievance at Level One or the grievance shall be invalid.

6. Grievance hearings will be held at times and locations convenient to both parties and if held during working hours, the employee shall suffer no loss of pay.

7. A waiver of time limits may be arranged by mutual written agreement of both parties.

8. Nothing herein shall preclude the P.B.A. from meeting with the Police Committee on a regular basis to discuss matters of mutual concern.

9. Only the Association or the Boro may file for arbitration. If an individual processes his own grievance, the final step of this grievance procedure shall be Level Four.

ARTICLE 20

ASSIGNMENTS AND REPORTING TIME

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

ARTICLE 21

POLICE EQUIPMENT

A. All patrol vehicles shall be equipped, for the officers safety and comfort, and will include at minimum air conditioning, power windows, F.M. radio.

B. All new employees shall be provided by the Boro with all equipment listed in Appendix B.

C. The Boro shall purchase 1000 rounds of ammunition for non-scheduled range practice.

ARTICLE 22

SAFETY AND HEALTH COMMITTEE

A. The Association hereby agrees to create a Safety and Health Committee of its members.

B. The Boro hereby agrees to designate administrative personnel to meet periodically with the Safety and Health Committee of the Association. These meetings shall take place as jointly scheduled by the Safety and Health Committee of the Association and the designee of the Boro.

C. The purpose of the joint committee shall be to generate proposals and suggestions for the maintenance of high safety and health standards for the operation of the Department.

ARTICLE 23

QUALIFICATION OF EMPLOYMENT

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

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

ARTICLE 24

DEFECTIVE VEHICLES

A. It shall be the responsibility of each Police Officer to immediately report any defective vehicles to his immediate Superior.

B. In the event appropriate Boro authorities determine that a vehicle is in an unsafe condition, said vehicle shall be removed from service and repaired.

ARTICLE 25

SPECIAL TRAINING AND SCHOOLING

A. Special training shall be scheduled during working hours whenever practical.

B. The Chief shall post all available schools and in-service training programs.

C. Employees may apply to attend the schools, at the Boro's expense.

D. The Boro must approve or deny the employees request to attend the school within seven (7) days of the date of the request.

ARTICLE 26

SALARIES AND LONGEVITY

A. SALARY

1. Police Officers will receive compensation in accordance with the following schedule:

	<u>1/1/91</u>	<u>1/1/92</u>
Captain	\$49,528.00	\$52,747.00
Lieutenant	\$46,812.00	\$49,855.00
Sergeant	\$45,513.00	\$48,471.00
Senior Patrolman	\$43,325.00	\$46,141.00
Chief of Investigations	\$ 750.00	\$ 750.00
2nd Yr. Patrolman	\$41,153.00	\$43,828.00
1st Yr. Patrolman	\$30,075.00	\$32,030.00
Probationary "	\$23,004.00	\$24,499.00

B. LONGEVITY

1. Police Officers will receive an annual longevity payment in accordance with the following schedules:

<u>Year</u>	<u>1/1/91</u>	<u>1/1/92</u>
Beginning year 4 through end of year 7	\$300	\$450
Beginning year 8 through end of year 11	\$500	\$650
Beginning year 12 through end of year 15	\$700	\$850
Beginning year 16 through end of year 19	\$900	\$1050
Beginning year 20 through end of year 23	\$1100	\$1250
Beginning year 24 through end of year 27	\$1300	\$1450
Beginning year 28 and thereafter	\$1600	\$1750

ARTICLE 27

BILL OF RIGHTS

A. Employees covered by this Agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

B. The wide ranging powers and duties given to the Department and its members involves them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of an employee shall be at a reasonable hour, preferably when the member of the force is on duty.

2. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.

3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

4. The employee shall not be subject to any offensive language, nor shall ^{be} ~~(be)~~ be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

5. If an employee is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

6. In all cases and every stage of the proceedings in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for an employee, if he so requests, to consult with council and/or his P.B.A. representative(s) before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.

C. Members of the Police Department shall be allowed to utilize briefcases to store and/or carry such items of equipment as facilitates the performance of their police duties. These briefcases are subject at all times, to the inspection of the Chief of Police or his designee.

D. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Boro Police Department, the Boro Administrator and the Mayor and Council.

ARTICLE 28

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

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

ARTICLE 29

SEPARABILITY AND SAVINGS

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

ARTICLE 30

EXTENSION OF CONTRACT AGREEMENT

In the event that the Boro and the Association have not by December 31, 1992 agreed upon the terms and conditions of employment of the police officers for the contract period commencing January 1, 1993, then the terms and conditions of this contract of employment will remain in full force and effect, without prejudice, until the negotiation, consummation and execution of said later contract.

ARTICLE 31

DISCHARGE AND DISCIPLINE

A. No Police Officer will be disciplined or discharged except for just cause.

B. No Police Officer will be disciplined or called to a meeting that would result in discipline without an Association representative or employee's attorney present.

C. The Boro will notify the Association in writing of any discharge or suspension within three (3) days (excluding weekends and holidays) after the Police Officer is discharged or suspended.

D. No hearing will take place without the Association being first notified and the Police Officer must be given sufficient time to retain counsel, no less than five (5) days' excluding weekends and holidays.

E. Written Reprimands

A written reprimand must be served upon the Police Officer within fifteen (15) days of the occurrence for which the reprimand is being given.

The Police Officer will retain the right to appeal a written reprimand.

In all cases a Police Officer will be allowed to respond in writing for the record.

F. Oral Reprimand

An oral reprimand will be just what it implies. There will be no written record.

ARTICLE 32

DURATION OF AGREEMENT

THIS AGREEMENT will be effective as of January 1, 1991 and will terminate on midnight December 31, 1992. Proposals for a successor agreement may not be submitted prior to September 1, 1992.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Rumson, New Jersey on this 3 day of August 1991.

ATTEST:

BOROUGH OF RUMSON

By: J. Gary Summers

By: [Signature]

ATTEST:

RUMSON FAIRHAVEN P.B.A.

By: Daniel F. Petrucci

By: Douglas J. Cize

APPENDIX A

- 5 - long sleeve shirts
- 5 - short sleeve shirts
- 3 - pair pants
- 1 - winter jacket
- 1 - summer jacket
- 1 - rain jacket
- 1 - rain cover for hat
- 1 - pair shoes
- 1 - hat
- 1 - duty belt
- 1 - belt
- 1 - tie
- 1 - night stick and holder (PR-24)
- 5 - academy sweat shirts
- 5 - short sleeve blue T-shirts
- 3 - sweat pants
- 3 - shorts
- 2 - name plates
- 1 - tie clip
- 1 - baseball cap
- 4 - keepers
- 1 - WT holder (belt)
- 1 - bullet proof vest

Any items required by the Chief of Police, Police Training Commission or Police Academy

APPENDIX B

- 5 - long sleeve shirts
- 5 - short sleeve shirts
- 3 - pair pants
- 1 - winter jacket
- 1 - summer jacket
- 1 - rain jacket
- 1 - rain cover for hat
- 1 - pair shoes
- 1 - hat
- 1 - duty belt
- 1 - belt
- 1 - tie
- 1 - night stick and holder (PR-24)
- 5 - academy sweat shirts
- 5 - short sleeve blue T-shirts
- 3 - sweat pants
- 3 - shorts
- 2 - name plates
- 1 - tie clip
- 1 - baseball cap
- 4 - keepers
- 1 - WT holder (belt)
- 1 - bullet proof vest
- 5 - books

Any items required by the Chief of Police, Police Training Commission
or Police Academy