

3.0009

12-24

CONTRACT

- between -

BOROUGH OF SPOTSWOOD

- and -

P.B.A. LOCAL #225

X - January 1, 1985 - December 31, 1986 -

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AGREEMENT

This AGREEMENT entered into this            day of 1985, by and between the Borough of Spotswood, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, hereinafter called the "BOROUGH", and Policemen's Benevolent Association, Local No. 225, duly appointed representative of the Police Department of the Borough of Spotswood, hereinafter called the "ASSOCIATION", represents the complete and final understanding on all bargainable issues between the BOROUGH and the ASSOCIATION.

The period of this AGREEMENT shall be -  
January 1, 1985 to December 31, 1986.

ARTICLE I

RANK AND SALARY

Within the Police Department of the Borough of Spotswood there shall be designated the following ranks and salaries:

A. <u>PATROLMEN</u>	<u>1985 SALARY</u>	<u>1986 SALARY</u>
Beginning of the first year to the completion of the first year.....	\$ 18,689.00	\$ 20,539.00
Beginning of the second year to the completion of the second year.....	\$ 20,993.00	\$ 22,843.00
Beginning of the third year to the completion of the third year.....	\$ 22,627.00	\$ 24,477.00
Beginning of the fourth year and thereafter.....	\$ 24,718.00	\$ 26,568.00
B. <u>OFFICERS</u>		
Chief.....	\$ 30,759.00	\$ 32,909.00
Captain.....	\$ 28,766.00	\$ 30,816.00
Sergeants	\$ 26,639.00	\$ 28,589.00

C. The Police Department of the Borough of Spotswood is considered to be subject on call individually and collectively twenty-four (24) hours a day in any emergency. Any superior officer shall require such services in accordance with the schedules hereinafter specifically mentioned over and beyond the regular tour of duty. The salaries to be paid for work hours are not to exceed.

1. Eight (8) hours per day.
2. Five (5) days per working week.
3. A total average of forty (40) hours per week, unless called upon to perform duties to exceed a forty (40) hour week, and for which compensation shall be paid according to the schedules set forth herein.

Workday and work week shall exclude all hours worked in excess of eight (8) hours in any twenty-four (24) hour period, and forty hours (40) in a week. Overtime shall be paid for the excess hours worked.

ARTICLE I - con't.

D. The annual salaries mentioned herein shall not be considered as payment for any services or time consumed in the performance of duty in excess of the scheduled hours according to the further provisions of this contract.

## ARTICLE II

### GRIEVANCE PROCEDURE

This section is intended to provide members of the Police Department, regardless of rank, with a fair method of resolving disagreements with respect to policy, working conditions or other problems.

1. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or the ASSOCIATION on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the BOROUGH, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the term and conditions of this AGREEMENT.

2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this AGREEMENT. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this AGREEMENT, either expressly or by operation of law, shall not be processed beyond Step One herein.

The following grievance procedure will be implemented within the Police Department of the Borough of Spotswood.

A. The aggrieved employee shall reduce the grievance to writing and present it to his immediate superior (first step). If the aggrieved employee does not receive satisfaction, he shall present his grievance to the Captain of Police, if available. This action shall be considered the second step. If, upon reaching the second step, the employee does not receive satisfaction, he shall present his grievance to the Chief of Police, for his action. This action shall be considered the third step. If the employee does not receive satisfaction at the third step, he shall present his grievance to the Mayor of the Borough for his action. This shall be considered the fourth step of the grievance procedure. Step five, if the grievance is not settled through steps, one, two, three and four, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the BOROUGH and the ASSOCIATION. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

ARTICLE II - con't.

1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this AGREEMENT and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in anyway the provisions of this AGREEMENT or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

B. Any employee or group of employees may present a grievance at any time.

C. When a grievance has been instigated, the superior being presented with the grievance shall make all efforts to satisfy all persons concerned.

D. Any employee or group of employees instigating a complaint or grievance may have a representative chosen by them present during the hearings at any step of the grievance procedure.

E. No step of this procedure shall exceed seven (7) working days. If, after seven (7) days, the employee does not receive a written reply to his grievance, it shall automatically be assumed that the grievance has been denied and the grievance shall be considered released for presentation to the next step in the procedure.

F. Any grievance must be initiated within fifteen (15) working days of its occurrence or the grievance can be denied. This provision shall not apply where extraordinary circumstances beyond the control of the grievant prevent filing within fifteen (15) days.

ARTICLE III

LONGEVITY

A. The percentage of longevity shall be predicated upon the current year's salary of the officer. The longevity payments shall commence on the first pay period after the anniversary date and shall be prorated from the date on which the longevity payments commence.

B. It is further agreed between said parties to this agreement that longevity payments shall be made in accordance with the following schedules:

- |   |   |    |
|---|---|----|
| 1. Commencing upon the first day of the fifth year of service       | - | 2% |
| 2. Commencing upon the first day of the ninth year of service       | - | 4% |
| 3. Commencing upon the first day of the thirteenth year of service  | - | 5% |
| 4. Commencing upon the first day of the seventeenth year of service | - | 6% |



## ARTICLE IV

### EXTRA PAY FOR OVERTIME

Overtime for extra compensation is considered to be the performance of duty beyond the normal work day or work week wherein which a member of the Police force is required to perform such duties through his superior officer unless herein excepted, and shall be predicated upon the following conditions:

A. Court appearances in any court for any purpose scheduled beyond the average work day and not within the period of time in which the particular officer is scheduled for his normal working day or hours. In the event a member is assigned overtime and the location of that overtime is outside the geographic boundaries of the Borough of Spotswood, overtime shall be paid from time of departure to time of return to point of origin. Point of origin shall in most cases be considered as Spotswood Police Headquarters. This shall include, but not limited, to required appearances in criminal, quasi-criminal, civil and administrative hearings.

B. All court appearances whether civil or criminal in nature which arise from the member performing his/her police duties which require said member to appear in answer to a subpoena shall be compensated at the overtime rate. The minimum amount of overtime payment for court appearance shall be one (1) hour in overtime payment.

C. The substitution of another member of the Police Department by reason of illness, injury, leave of absence, vacation, accrual of sick leave or time off, assignment to other duty, or any other reason resulting in the inability of the original member to attend the duty required

E. Any superior officer shall have the authority to direct the work in excess of the normal shift for any reason which, in his opinion, is proper and effective and his authority shall be discretionary and payment made thereunder shall be in accordance with his decision, regardless if thereafter the validity of his decision is questioned.

E. In the event of an emergency or for any reason which would require the continuance of the particular member to remain at his post or such other post as may be assigned to him, notwithstanding the fact that his particular shift be at an end, he shall receive overtime compensation for such a period required to complete in whole or in part the duty assigned to him, regardless of whether or not ordered to do so. It is expected, however, that overtime work, unless directed

ARTICLE IV - con't.

by the superior office in charge to the contrary shall be expected by every member of the Police Department for the good of the service. The word "emergency" is not restricted to those cases of emergency as defined by statute.

F. If and when a particular officer is required to complete paperwork, either by use of the typewriter or such other work as may be required in the completion of reports, the officer in charge shall assign when possible, such a period of time as may be required to complete the duty assigned during the shift of the officer.

G. In determining the duty assigned or ample opportunity to complete the assignment, it must be considered that interruptions and the ability of the member of the Force using the typewriter should be taken into consideration. Interruptions in such work, not the fault of the officer, will not result in any reprimand or penalty to him.

H. Overtime payment shall be made in all cases on the basis of one and one-half (1-1/2) times the normal current hourly wage. However, a grace period of thirty (30) minutes before the designated tour of duty as a shift shall begin is acknowledged.

The regular workday shall start at 8:00 a.m., or as scheduled by superiors, and shall end twenty-four (24) hours later.

Eight hours shall constitute a normal day's work and said eight hours shall be continuous.

The regular "work week" shall begin on Monday at the beginning of the employee's "work day" and end the following Monday at the same time.

Overtime pay at the rate of one and one-half (1-1/2) times the employee's regular rate will be paid for any one of the following:

1. All hours worked in excess of eight (8) hours within any period of twenty-four (24) consecutive hours from the time the employee is scheduled to start work or actually starts work, whichever is earlier, or in excess of forty (40) hours in any one work week, whichever calculation gives the greater amount of pay. When such period of twenty-four (24) hours has begun (consecutive), it shall continue for twenty-four (24) consecutive hours. A new period shall begin at the expiration of the previous period if the employee

ARTICLE IV - con't.

is then at work and continues working, otherwise the new period shall begin when the employee is next scheduled to work or actually starts working, whichever is earlier. Any period of twenty-four (24) consecutive hours may not overlap into another twenty-four (24) consecutive hour period for the purpose of this provision.

2. All hours worked on the sixth "work day" worked in the "work week".

3. All hours worked on a day of rest as originally scheduled except when a scheduled day of rest is changed at the request of, or for the convenience of, an employee or group of employees. Overtime pay at the rate of three and one-half (3-1/2) times shall be paid for all overtime hours worked on a holiday.

4. All hours worked on a scheduled shift which requires an employee to report to work less than twelve (12) hours after the end of his last shift worked, except when the short time between work periods results from the employee working hours beyond and in addition to his last scheduled shift.

5. Overtime pay at the rate of two (2) times the employee's regular rate will be paid for all hours worked on the "seventh work day" worked in the work week.

6. When an employee whose scheduled hours of work are changed from one shift to another in a scheduled day of work, or whose scheduled day of rest is changed to a scheduled day of work, with less than twenty-four (24) hours of notice prior to the new reporting time, and who works the revised schedule, shall receive an allowance of two (2) hours pay at his regular rate (straight time) or, any Police Officer who elects to work a double shift sixteen (16) hours shall receive four (4) hours pay at his regular straight time rate of pay, except when such change is made under any of the following conditions:

- a. When the change in schedule is made for the convenience of the employee or for the convenience of a majority of the employees involved whose schedules are changed.
- b. When the change in schedule is made because of the employee's health, assignment to another division.

When more than one overtime rate is applicable, only the highest applicable rate will be assigned.

ARTICLE IV - con't.

7. Overtime pay at the rate of one and one-half (1-1/2) times the employee's regular rate will be paid for all hours worked in excess of seven consecutive days.

I. No police officer shall be compelled to work more than twelve (12) hours in any twenty-four (24) hour period. This shall not prevent police officers from working more than twelve (12) hours in a twenty-four (24) hour period at their acceptance. The intent of this section is to limit the number of hours which an officer may be compelled to work to twelve (12) hours maximum in any twenty-four (24) hour period. The officer may, if he chooses, work a double shift, or eight (8) hours on duty, eight (8) hours off duty, and eight (8) hours on duty, but cannot be ordered to do so, except as specified in sections D and E of this Article.

J. Members of the Detective Bureau only shall be granted two (2) hours straight time pay for any time they are called in on their off-duty time to assist or initiate an investigation. This will be in addition to their overtime pay for the hours actually worked on the investigation.

K. Members of the Department shall receive a supplemental pay for working the afternoon and midnight shifts. Such monies shall be paid on a monthly basis to the member as part of his regular paycheck. Monies shall be paid in accordance with the below schedule:

- A. Afternoon Shift (1600 - 2400) - \$.35/hr. (1985) - \$.40/hr. (1986)
- B. Midnight Shift (2400 - 0800) - \$.50/hr (1985) - \$.55/hr. (1986)

Such supplemental pay shall be separate and apart from any other monies and shall not be used in the computation of hourly or overtime rates.

L. Any member of the Department who shall be placed on emergency stand-by in accordance with the rules and regulations of the Department, shall receive a sum of one-half (1/2) his hourly rate for every hour that he is on stand-by. The member shall remain on stand-by until notified otherwise by his superior, or until he shall report for full duty.

M. When changes are made regarding an employee's posted scheduled days and hours of work or rest, said employee shall be notified by Administration as soon as possible either by phone or written notice.

N. Whereas Department members assigned to the Detective Bureau are on stand-by for calls twenty-four (24) hours a day and alternate weekends, and any member of the Department who is assigned to weekend Detective stand-by duty shall receive one and one-half (1-1/2) hours pay at time and one-half for each day of weekend stand-by duty. The amount shall be payable in the next regular paycheck.

**ARTICLE V**

**HOLIDAYS**

A. The following holidays shall be observed and compensation made as indicated hereinafter:

- |                          |                            |
|--------------------------|----------------------------|
| 1. New Year's Day        | 8. Columbus Day            |
| 2. Lincoln's Birthday    | 9. Election Day            |
| 3. Washington's Birthday | 10. Veteran's Day          |
| 4. Good Friday           | 11. Thanksgiving Day       |
| 5. Memorial Day          | 12. Day after Thanksgiving |
| 6. Independence Day      | 13. Christmas Day          |
| 7. Labor Day             |                            |

B. Each member of the Department shall receive one (1) day off with pay for each holiday on which he shall work. The officer may elect to work and get straight time pay in lieu of having a compensatory day off if there is work available, at the discretion of the Chief.

Each member of the Department shall receive by December 1, a special pay check for the thirteen (13) paid holidays computed at his daily rate of pay.

The compensatory day off, given for a holiday worked, shall be selected by the officer and such selection shall be granted except in cases of hardship to the Department.

C. In the event of emergent situations or any reason beyond the control of the officer or member of the force wherein it is not possible for him to take advantage of the accredited time, he shall receive double time rate of pay for each day accredited. However, for each holiday on which he is required to work, in addition to the one day off with pay, he shall be compensated for the day on which he worked on the basis of double time or twice the current rate.

D. Special Holidays: Any special holiday declared by the President of the United States, Governor of New Jersey, or the Mayor of Spotswood which is benefitted by other day employees of the Borough of Spotswood shall give officers similar time off.

ARTICLE VI

CLOTHING ALLOWANCE

A. Clothing allowance at the rates listed below shall be paid directly to each member during January of each new year.

\$ 599.00 per year

B. Probationary members of the Department who have not been members of the Police Force prior to such probation shall receive an initial allowance of a sum not less than (\$650.00) for his clothing allowance, to be paid to the supplier upon presentation of a voucher.

C. Members of the Department shall have a free choice in making clothing purchases and not be questioned thereon except if the condition of their equipment is so bad as to justify inquiry therein, subject to Departmental regulations.

D. The Borough will be responsible for paying for any damages to an officer's uniform which occurs during the performance of his normal duties.

## ARTICLE VII

### SICK LEAVE

A. Sick leave shall accrue for regular full-time employees at the rate of one and one-quarter (1-1/4) days per month during the first calendar year of employment, and one and one-quarter (1-1/4) working days per month in every calendar year of employment thereafter, and shall accumulate from year to year.

B. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness, accident resulting in injury or exposure to contagious disease.

C. An employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than two (2) hours before the employee's usual reporting time except in cases of sudden illness or emergency. Failure to give such notice may be cause of denial of the use of sick leave without absence, and may constitute cause for disciplinary action.

D. A certificate of a reputable physician in attendance shall be required as proof of need of the employee's leave after three (3) consecutive days sick leave or after ten (10) days sick leave in any one (1) calendar year.

E. The Chief of Police or his designee may at any time require proof of illness of an employee on sick leave, whenever such a requirement appears reasonable.

F. Absence for five (5) consecutive days without notice shall constitute a resignation on the employee's behalf.

G. In cases of leaves of absence ordered by the Borough or County Health Department due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work and time lost will not apply to sick leave time or any loss of pay.

H. Sick leave shall be considered independent of any other leave of absence herein provided.

I. In the event of accident or illness resulting in the disability of the member of the force for any reason other than such disability being considered in the line of duty shall be subject to the following provisions:

J. Article VIII A Section A-1 shall be included here by reference.

1. The exhaustion of all sick days to which the member shall be entitled.

2. The placing of the member on an extended sick leave with provisions on the part of the member himself to take advantage of the available compensation through whatever sources may be necessary.

ARTICLE VIII - A

INJURY LEAVE

A. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to full pay for a period of up to one (1) year, upon compliance with and in accordance with the rest of this Article.

1. When a Borough employee is injured or contracts sickness in the line of duty, the Borough Council shall, pursuant to R.S.40:11-8, pass a resolution giving the employee up to one (1) year's leave of absence with pay. When such actions is taken, the employee shall not be charged any sick leave time for time lost due to such sickness, injury or illness.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report before the end of his shift to the Chief of Police or the Officer in charge.

C. It is understood that the employee must file an injury report with the Chief of Police or Officer in charge so that the Borough may file the appropriate Workmen's Compensation Report. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

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

E. If the Borough does not accept the certificate of the physician designated by the insurance carrier, the Borough shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Borough.

F. In the event the Borough appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. If a conflict arises between the employee's personal physician and the opinion of the Borough or insurance carrier physician regarding his fitness to return to duty, the employee shall have the right to have a third examination by another physician at the Borough's expense. The third examining physician shall be selected through mutual agreement of the employee and/or his personal physician and the Borough physician and/or insurance carrier physician. The decision of this third physician, shall decide the employees immediate fitness for duty.

G. The Borough, at its option, and upon certification by the Borough appointed physician, may extend the disability pay for no more than one (1) additional year. The Borough appointed physician must certify that the employee is incapable of performing his duties for the additional time period.



ARTICLE VIII - A - con't.

H. In the event any employee is granted said injury leave, the Borough's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Borough.

I. If the Borough can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Borough to the extent which is provided within this AGREEMENT and any Ordinance in effect governing the Borough of Spotswood Police Department.

ARTICLE VIII - B

BEREAVEMENT LEAVE

1. Leave of absence by reason of death in the immediate family of the member shall be granted five (5) consecutive working days, the day of the funeral being one (1) of the five (5) days. Immediate family shall include spouse, child, parent, grandparent, brother, sister or spouse's child, parent, brother, sister or other relative living under the same roof.

Leave with pay not exceeding two (2) days shall be granted to an employee in the event of the death of an Aunt or Uncle. The last day an employee may take under this section will be the day of the funeral, unless time is needed for travel, in which case the final day may be the day following the funeral.

ARTICLE VIII - C

PERSONAL DAYS

1. It is further agreed between the parties to this AGREEMENT that each member of the Spotswood Police Department, shall be entitled to five (5) personal days per year with full pay, which personal days shall not be accumulative.
2. Said personal days may be used only upon twenty-four (24) hours notice.
3. As was voted on and agreed by the members of the Spotswood P.B.A. #225 on January 21, 1976, no member of the Department of Police shall request a personal day off on any holidays granted through contract, or for reasons of attending any P.B.A. Local #225 sponsored function, unless the request is made in consideration of an emergency. Only one (1) member of the Department of Police will be allowed to take a personal day off per work day, which is from 8:00 a.m. to 8:00 a.m.
4. Any member asking for leave, with or without pay, for whatever reason he may think it necessary, may be passed upon and approved by the Mayor and the Superior Officer of the Department.
5. Members may elect to be paid for unused personal days earned in a given year at their regular rate of pay and to be paid after December 1 of each year.

ARTICLE VIII - D

TERMINAL LEAVE

A. Upon full retirement or permanent disability retirement under the Police and Fire Retirement System, or upon death or involuntary termination by the Borough, all employees who have accumulated sick days prior to December 31, 1983 shall receive terminal leave pay in the amount of their accumulated sick time on the basis of one (1) day terminal leave pay for each accumulated sick day at employee's current rate of pay, at the time of retirement.

B. Upon full retirement or permanent disability retirement under the Police and Fire Retirement System, or upon death or involuntary termination by the Borough, all employees accumulating sick days beginning January 1, 1984, shall be paid for their unused accumulated sick days on the basis of one (1) day terminal leave pay for every two (2) accumulated sick days, not to exceed twelve thousand - (\$12,000.00) dollars computed upon the employee's current rate of pay at the time of retirement. Such pay as outlined in this paragraph shall be in addition to any monies the employee may be entitled to under paragraph A of this Article.

C. An employee terminating his employment for any reasons other than retirement under the P.F.R.S., or upon death or involuntary termination by the Borough shall not be reimbursed for any unused accrued sick leave.

D. At the employee's option, terminal leave shall be paid in one of the following ways:

1. Lump Sum.
2. Take terminal leave in the amount of their accumulated sick time to be paid in equal bi-weekly installments.
3. Any combination of the above.

Terminal leave shall be paid at the employee's current rate of pay at the beginning of the terminal leave period. Employees shall not continue to accrue any additional time-related benefits, including salary increases, while on terminal leave.

## ARTICLE IX

### PROMOTION

A. All promotions occurring within the Police Department will be based upon seniority and merit. Considering merit, consideration will be given to past job performance, ability, education and initiative. No member of the Police Department shall be promoted or hold a superior rank until he has served at least three (3) years in the Department.

This section includes any elevation or change in position which results in an increase of rank or change in status, and is accompanied by an increase in salary or benefits. It does not include temporary assignments not including pay raises.

All promotions which result in increased salary or benefits shall be made by competitive examination, written or oral, or both, administered by an impartial agency not directly affiliated with the Borough or the Police Department. Test scores shall be made available to officers taking any such tests.

B. Assignments or transfers to or from sections, bureaus and other divisions of the Police Department shall be based on merit and not require a written or oral examination. Assignments to sections, bureaus or other divisions shall be made solely at the discretion of the Chief of Police, after reviewing an individual's past performance and/or evaluation reports, and paying particular attention to those qualities that pertain to the assignment involved. There will be no monetary gains from these assignments other than overtime worked in excess of the normal hours of a workday.

ARTICLE X

VACATIONS

All personnel will be granted vacations based on the following schedule:

- |  |   |  |
|--|---|--|
| 1. Less than one year                    | - | One working day for each month worked in the previous year with a maximum of ten working days. |
| 2. One year but less than three years    | - | Fourteen calenday days during the calendar year of January 1 through December 31               |
| 3. Three years but less than ten years   | - | Twenty-eight calendar days during the calendar year of January 1 through December 31.          |
| 4. Ten years but less than fifteen years | - | Thirty-five calendar days during the calendar year of January 3 through December 31.           |
| 5. Fifteen years and over                | - | Forty-two calendar days during the calendar year of January 3 through December 31.             |

Employees who become eligible for an additional week vacation during the calendar year shall receive additional vacation based on the following schedule:

One additional day for each month worked between the employee's anniversary date and December 31, up to a maximum of five days.

Employees hired on or before the fifteenth of the month will be given credit for the full month.

Only two (2) weeks consecutively may be taken during the months of JUNE, JULY AND AUGUST. Once in each four (4) year period a member may take up to four (4) weeks consecutively during JUNE, JULY AND AUGUST. No restrictions on the other months of the year. Individual vacation days may be taken upon seventy-two (72) hours notice being given to the employees immediate supervisor.

Vacation day/week choices shall be based on rank and seniority within each rank. There shall be two (2) lists of members of the Police Department. The first list shall consist of all ranking officers excluding the

ARTICLE X - con't.

Chief of Police, Captain and members of the Detective Bureau, in order of seniority. The second list shall consist of non-ranking officers in order of seniority. There shall be allowed at least one (1) member from each list on vacation at one time.

Employees may elect payment at their regular rate of pay for vacation weeks not taken and worked, but employees must take off at least fourteen (14) days of vacation during the year. Election of straight time pay in lieu of vacation will only be granted when work is available for the employee. Extra pay will be distributed in a separate check from the regular bi-weekly pay check.

Employees receiving at least twenty-eight (28) vacation days per year may carry over to the next year seven (7) vacation days not taken during the previous vacation year.

ARTICLE XI

INSURANCE

A. The member of the Police Department from time of appointment will be covered by the following medical insurance plans:

1. New Jersey Blue Cross or equal in all respects.
2. New Jersey Blue Shield or equal in all respects.
3. Rider "J" which shall be complimentary to above plan.
4. Major Medical Plan.

Effective June 1, 1983 and thereafter, members who elect alternate (RCHP, etc.) coverage under the State Health Benefits program shall be required to pay the employees share of the difference between traditional and alternate coverages as required by State statute.

B. All members of the Police Department shall be given a complete physical check-up once a year. Such physical check-up shall include an electrocardiogram test, complete blood test, chest x-ray, and all members of the Police Department shall have their eyes examined once (1) yearly by a qualified optometrist. The cost of the above examinations to be absorbed by the Borough.

C. The Borough will reimburse the employee for eyeglasses or contact lenses required as a result of an examination up to one hundred dollars (\$100.00) in a calendar year.

D. The Borough shall pay full cost for medical insurance coverage for retirees and their spouses. Provision of this benefit shall be governed by applicable State Statutes regarding such coverage.

E. The Borough agrees to continue providing the current medical insurance coverage to the surviving spouse and dependent children of any currently employed member who dies, for a period of one (1) year from the date of death.

F. The Borough shall provide dental insurance coverage to all members and dependents. There will be no cost borne by the member with the exception of orthodontic premiums which shall be paid by the member for all eligible dependents age 18 or under.

Coverage shall be based on the policy in effect as of January 1, 1983 a copy of which is on file in the Borough Clerk's Office.

G. All employee deductions required by this AGREEMENT shall be deducted monthly from the member's paycheck.

H. The Borough reserves the right to change insurance carriers or institute a self insurance program so long as the same or substantially similar benefits are provided. Plan administration shall be given due weight when determining plan and coverage similarity.



ARTICLE XI - con't.

It is acknowledged that prior to any such change the Borough will consult the PBA and will consider suggestions and analysis of said changes as submitted by the P.B.A.

J. All members of the Police Department from the time of their employment are covered by the following liability insurance coverage.

- |                           |               |
|---------------------------|---------------|
| 1. False arrest coverage  | \$ 500,000.00 |
| 2. Professional Liability | \$ 300,000.00 |

## ARTICLE XII

### EDUCATION

A. Any member of the Police Department who satisfactorily completes any job related course shall be reimbursed for the entirety of the costs of said course. The request for the payments must be approved in advance of the course and the cost must not be eligible for reimbursement from other sources.

B. It shall be incumbent upon the Chief of Police to post all such school openings in a prominent position so that each and every member of the Department may be made aware of the availability of the school and be afforded an opportunity to attend. Any member of the Department may submit a written request to attend any such job related school and shall receive a written reply within fourteen (14) days of such submission.

C. The Borough shall pay (one-time only) ten dollars (\$10.00) per college credit earned in a given year for job-related college courses taken and passed. Payment will take place upon receipt of transcript proving successful completion of course.

ARTICLE XIII

CIVILIAN EMPLOYEES

A. At no time shall civilians be employed to perform, supplement or replace the duties of a full time police officer in the capacity of desk officer, files officer or any other position, whether now existing or not, which would require police knowledge or training. This shall not prevent the employment of police clerks, police secretaries or part-time police specials. No provision of this article may be amended without prior consent of both parties concerned.

## ARTICLE XIV

### PERSONAL SAFETY AND SECURITY

A. At no time and under no circumstances shall a Police Officer of the Borough of Spotswood be required to perform his duties during the hours of darkness while being unassisted, singly, alone or by himself. A minimum of two (2) police officers shall be required on each shift on patrol during the dark hours.

This shall be accomplished by either having two (2) cars patrolling with one officer in each or by having two (2) officers in one car. Specifically prohibited is having an auxiliary officer as a back-up or having one officer patrolling in a car and one on foot for more than one (1) consecutive hour.

B. During the year 1978, a suitable parking area at Police HQ shall be paved and spaces designated for the use of PBA members' cars. The Borough is not mandated to provide outside lighting and fencing for the protection of personal and emergency police vehicles, but this shall be done at the discretion of the Mayor and Council when the Borough's economic condition permits.

C. The Borough shall provide each member of the Police Department a maximum of twelve hundred (1200) rounds if he is a member of the pistol league and six hundred (600) rounds of .38 caliber ammunition to members who are not. This ammunition shall be wad cutter type and issued each year. The member signing for such ammunition shall be required to return all shell casings from such ammunition to the Captain of Police within thirty (30) days of issue. Ammunition may be issued in quantities of no less than fifty (50) nor more than two hundred (200) rounds at any one time. The ammunition may be either factory loaded or an acceptable type of reloaded ammunition at the discretion of the Captain of Police. The Borough shall also provide such targets and other range equipment as the Captain may deem necessary for the safe and proper operation of the range. The purpose of this section is to maintain fire-arms proficiency for the safety and protection of the officers and the citizens of the Borough of Spotswood.

D. The PBA shall have the right to investigate, recommend and review all specifications on any and all equipment which the Department shall buy and which the PBA feels may affect the health, safety and/or the welfare of its members. The Borough shall in all cases consider the recommendations and specifications submitted by the PBA except in cases of extreme hardship to the Borough.

ARTICLE XIV - con't.

E. The Borough hereby agrees all new vehicles purchases for patrol shall be purchased as a "police Packaged vehicle". In the event the Borough is unable to purchase a new police vehicle being designed by the manufacturer as a police packaged vehicle or with similar designation or meaning, then the Borough shall obtain a vehicle which is comparably equipped. Each marked vehicle shall be equipped with a prisoner cage protection for the prisoner's safety as well as the police officers.

F. Officers who are ordered or respond by virtue of circumstances to the aid of police officers of neighboring communities shall be fully portected and covered by all applicable health, life and other insurances as well as Workmen's Compensation. Officers in said situations shall be entitled to all rights and benefits as would they had the situation occurred within the borders of their own jurisdiction.

G. Whenever an officer is exposed to a contagious or communicable disease or infestation parasitic or otherwise which mandates his quarantine or otherwise precludes his performance of duty, said occurrence shall not be charged to the officer's sick time, but shall be treated as a line of duty injury.

If, as a result of such exposure, potential or actual infestation to an officer's clothing or other belongings, said items must be discarded, the employer shall reimburse the officer for the entirety of the belongings so discarded and shall bear the full cost of any and all sanitization procedures necessary to prevent further infestation or exposure to others to include the officer's person, clothing, personal automobiles, home and family.

ARTICLE XV

COMPENSATION FOR USE OF PERSONAL AUTOMOBILES

A. Any member of the Police Department who shall be required to use his personal auto for police use shall be compensated in the amount of twenty-two (22) cents per mile of use under the following conditions.

1. Patrol or other police use where the officer is required to use his personal automobile.
2. Use of personal autos for schools, courts, etc.
3. Round trips returning home when attending a resident training school.

ARTICLE XVI

FACT FINDING COMMITTEE - WORK SCHEDULE

It is hereby recognized by both parties that an examination of the existing work schedule is desired. In recognition, the Borough and the P.B.A. agree that:

- A fact finding committee shall be established to examine alternatives to the present working schedule. Said committee shall be composed of representatives of the P.B.A. and the Borough.
- The committee shall prepare a written report and submit it to both parties no later than September 30, 1983.
- The Borough agrees to expend up to \$500.00 for consulting services relating to this matter should the committee decide that such assistance is necessary.
- Should an agreement on work schedules not be reached by December 31, 1983, then provisions of the contract related to this issue shall be subject to re-negotiation. No other provisions of the contract shall be subject to re-negotiation unless mutually agreed to by both parties.

ARTICLE XVII

P.B.A. EXPENSES AND OFFICES

A. The Borough will pay the annual State P.B.A. membership dues for all members. It is understood that the dues include a State-wide life insurance policy.

B. The Borough shall allow the State delegate to the P.B.A. one (1) day off per month to attend State P.B.A. meetings.

C. The Borough shall provide a private office, file cabinet and desk for the sole and exclusive use of the P.B.A. if, as and when the space is available in the reasonable opinion of the Borough.

D. The Delegate shall be allowed to alter his working schedule so as to be able to attend the bi-monthly meetings of the Tri-County P.B.A. unless emergency conditions exist.

E. The P.B.A. shall be allowed to use the Borough copy machine and shall be supplied with copy paper for its use.

F. The P.B.A. shall have full right and authority to investigate and apply for any federal, state or county funds or grants which may be available to the Borough or the Department and which will be of benefit to the Borough, P.B.A. or Department. The Borough is obligated to provide any and all information or records, that is necessary, or deemed necessary by the P.B.A. for the completion of such grants or funds. The Borough is further obligated to provide all support for the P.B.A. inclusive of the Business Administrator's services to respond to questions of the membership.

G. The Borough shall print, or cause to be printed, a full amended copy of each new contract between the Borough and the P.B.A., and shall distribute such copies to each member of the P.B.A. within forty-five (45) days of ratification of the contract by membership of the P.B.A. Costs of such printing and distribution shall be borne solely by the Borough.



ARTICLE XVIII

DETAILING OF EMPLOYEES

Any officer of the Police Department detailed to a temporary position of higher temporary rank due to death, retirement, or demotion shall be paid the rate of pay for that higher temporary rank immediately. If such detailing shall occur due to injury the higher rate of pay shall take effect after ten (10) days.

ARTICLE XIX

DEATH BENEFITS

In the event of an officer's death, all accumulated sick time, vacation time, personal days and/or other benefits convertible to cash shall be paid to the officer's surviving spouse or, in her absence, the dependent children or, in their absence, according to the laws of intestacy.

ARTICLE XX

SAVINGS CLAUSE

Should any part of any provision herein contained be rendered or disclosed invalid by reason of any existing or subsequently enacted State or Federal legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

ARTICLE XXI

PAYMENT

The Borough will pay the members all retroactive pay and benefits due as a result of this Agreement no later than ninety (90) days after it is signed by all parties. This assumes that no unforeseen circumstances arise which would prevent payment within ninety (90) days, in which case the P.B.A. will be informed of the reason and given the estimated date payment will be made.

## ARTICLE XXII

### MANAGEMENT RIGHTS

The Employer through the authority of the Chief of Police, reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only by the limitations imposed by the language of this Agreement and the law of the State of New Jersey and in accordance with other applicable laws and regulations (a) to direct employees of the Department; (b) to hire, promote, transfer, assign, and retain employees in positions in the Department and to suspend, demote, discharge, or take other disciplinary action against employees for cause; (c) to relive employees from duty because of financial emergency conditions or for other legitimate reasons subject to the laws and regulations of N.J.S. Title 40A governing seniority rights; (d) to maintain efficiency of the Department operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted under the direction of and with the advice of the Chief of Police; and (f) to take whatever actions may be necessary to carry out the mission of the Department in situations of emergency.

The parties agree that the right to make reasonable rules and regulations through the authority of and with the advise of the Chief shall be considered and acknowledged as the function of the employer except as such right may be modified by the terms of this Agreement.

## ARTICLE XXIII

### MUTUAL COOPERATION PLEDGE

Parties hereto agree that the first priority of the P.B.A. and the Borough of Spotswood shall be the protection of life and property at all times.

The P.B.A. agrees that during contract negotiations, contract disputes, grievances, or any other impasse or dispute between the Borough of Spotswood and the P.B.A., the P.B.A. will not engage in, encourage, sanction or suggest strikes, mass resignations, mass absenteeism, slowdowns, blockouts, or other similar actions which would involve suspension of or interference with normal work performance.

The Borough of Spotswood agrees that during contract negotiations, contract disputes, grievances, or any other impasse or dispute between the P.B.A. and the Borough of Spotswood, the Borough of Spotswood will not engage in, encourage, sanction or suggest changes in work rules, policies, working conditions, regulations or other tactics tending to be of a harassing nature.

Both parties hereto agree to submit all issues unresolved and in dispute to arbitration according to the laws of the State of New Jersey and the rules and regulations of the Public Employees Relations Commission. The cost incurred during mediation or arbitration shall be divided equally between the P.B.A. and the Borough of Spotswood.

A violation of this Agreement and pledge by either the P.B.A. or the Borough of Spotswood shall be considered an unfair labor practice.

## ARTICLE XXIV

### BILL OF RIGHTS

Members of the Police Force hold the 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.

The wide ranging powers and duties given to the Department and its members involve 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 Police Force. These questions may require investigations by superior officers. These investigations are to be conducted in a manner which is conducive to good order and discipline. Each such investigation shall follow a procedure which is in compliance with the Law, statutes, ordinances, case decisions and as outlined herein, giving just due to the rights of the parties involved and consistent with due process. Whenever a law enforcement officer is under investigation or subjected to interrogation by a law enforcement agency, for any reason which could lead to a disciplinary action, demotion, loss of pay, the filing of criminal charges or quasi-criminal charges, or dismissal, the investigation or interrogation shall be conducted under the following conditions:

1. In the event that the Borough, at any time, conducts an investigation or is desirous of lodging any formal disciplinary charges against a police officer or a group of officers for any violation of the disciplinary rules and procedures of the Department, such charge and written notice of the same shall be presented to the officer within seventy-five (75) days of the date of the Borough Administrator or Police Department's first knowledge of the alleged offense. If the Borough does not file its charges and present to the officer notice of substance of the charges, in written form, within seventy-five (75) days of the date of the Borough Administrator or Police Department's first knowledge of the alleged offense, the Borough agrees and stipulates that the officer will then be thereby prejudiced in the investigation and preparation of his defense and that such failure to file formal written charges and present same to the officer within seventy-five (75) days shall constitute a valid defense to any and all disciplinary charges arising out of or connected with the offense alleged.

2. Notwithstanding anything in paragraph one (1) of this Article, if the Borough does not file its charges and present to the officer notice of the substance of the charges, in written form, within one (1) year of the date of the alleged offense, the Borough agrees and stipulates that the officer will then be thereby prejudiced in the investigation and preparation of his defense and that such failure to file formal written charges and present same to the officer within one (1) year of the date of commission of the alleged offense shall constitute a valid defense to any and all disciplinary charges arising out of or connected with the offense alleged.

BILL OF RIGHTS - con't.

3. The member shall be immediately informed of the nature of the investigation before any interrogation commences.

4. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations must be provided.

5. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact. But, if the member is the subject of a disciplinary investigation, he shall have the opportunity to obtain representation by an Attorney and/or by the Patrolmen's Benevolent Association, in accordance with Section 14 of this Article.

6. All complaints against or concerning a law enforcement officer shall be memorialized in writing within twenty-four (24) hours of receipt. The written memorialization shall be in report form, serialized, marked with the date and time of receipt and forwarded to the Chief of Police through the appropriate channels.

7. No complaint which shall have been found to be unfounded or unsubstantiated shall be used for any purpose whatsoever in relation to the officer concerned. No unsubstantiated or unfounded complaint shall become part of any of the officer's personnel file. No unsubstantiated or unfounded complaint nor any information in regard thereto shall become part of any information or reference transmitted to any other individuals, agencies, persons or prospective employers. For the purpose of this Article complaints shall include accusation, characterizations, complaints, disputes, disagreements, differences of opinion, suspicions and like matters.

8. The officer or officers concerned or the subject of a complaint received by the Borough or by the Police Department shall be advised of the existence and nature of the complaint and if investigated, the results of the investigation.

9. A written record of all complaints received by the Borough Administrator or by the Police Department, whether received in written or oral form, shall be maintained within the Police Department by the Chief of Police in a separate file distinct from personnel files. The information contained within any complaint, whether investigated or not, which is determined to be unfounded or unsubstantiated or which served as the basis for any charges against an officer or which served as the basis for any reprimand against an officer, any of which may have been dismissed or withdrawn, shall not be disseminated, made known, made public, communicated or otherwise utilized for any purposes whatsoever.



BILL OF RIGHTS - con't.

10. The interrogation or interview or questioning of any officer shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such degree that an immediate interrogation is required.

11. The interrogation or interview or questioning of any officer shall take place either at the office of the command of the investigating officer or at the office of the local precinct or police unit in which the incident allegedly occurred, unless otherwise waived by the law enforcement officer being interrogated. For the purposes of this Article, an interrogation shall mean any questioning, interview, or requirement to make out written reports or the like.

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

13. The law enforcement officer under investigation shall be informed of the existence and nature of the investigation prior to any interrogation. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary. The officer being interrogated shall be allowed telephone calls, refreshments and meals. The officer shall not be interrogated for more than four (4) hours total per day unless waived by the officer.

14. In matters which are purely disciplinary in nature, the law enforcement officer may request a suspension of the interrogation for up to twenty-four- (24) hours, which request shall be granted. At the time and place designated for continuance of the interrogation, the law enforcement officer may be represented by an Attorney or a PBA representative and shall be prepared to respond to the interrogation. The officer may be required, at the resumption of the interrogation, to submit a written or supplemental report, of the type ordinarily required under Department rules and regulations, detailing his knowledge of facts regarding the allegations. A written report may be obtained from the police officer only when the allegations arise out of the performance of his official duties.

15. The law enforcement officer under interrogation shall not be threatened with transfer, dismissal or disciplinary action. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his act. If the refusal to answer questions in non-criminal matters may result in disciplinary action against the officer, then he shall be so advised.

BILL OF RIGHTS - con't.

16. If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, or if he is a suspect or a target of the investigation, he shall be completely informed of all of his rights prior to the commencement of the interrogation. The officer shall be advised of all of his rights pursuant to the current decisions of the Supreme Court of the United States and the Supreme Court of the State of New Jersey, and of all of his rights pursuant to the Constitution of the United States of America and the Constitution of the State of New Jersey.

17. The interview and interrogation of the law enforcement officer shall not be recorded unless the officer is advised. In the event that any part or all of the interview and interrogation is recorded in any manner, the law enforcement officer's knowledge of such recording shall be made part of the record. A complete copy of the record shall be available to the officer or his counsel upon request. If the requirements of this paragraph are not followed and/or transcript of same shall not directly be placed in evidence in the event of a hearing or other proceedings.

18. Members covered herein shall only be disciplined for just cause.

19. Except in matters purely disciplinary which are otherwise provided for herein, at the request of any law enforcement officer under interrogation, he shall have the right to be represented by counsel or any other responsible representative of his choice who shall be present at all times during the interrogation. The interrogation shall be suspended upon the officer's request for counsel and until such time as representation can be obtained for the officer. The officer has an absolute right to retain and adequately confer with his attorney prior to any interrogation. If the investigation is purely for the violation of disciplinary rules and regulations only, the officer under investigation or interrogation shall be so advised.

20. Except in matters purely disciplinary, any reports, waivers, or acknowledgements or other writings which are obtained from the officer without first having had the benefit of independent counsel, the Police department and the Borough shall have the burden of providing that the contents, consents and writing extracted or obtained from the officer were given knowingly, intelligently and voluntarily and the Borough and Department must prove such at any hearing in which they are a party, beyond a reasonable doubt.

21. In the event that any part or all of the interview or interrogation is recorded in any manner without the express knowledge of the

BILL OF RIGHTS - con't.

officer being interviewed or interrogated, then such recordings, transcripts or memoranda of same shall be inadmissible as evidence in any subsequent proceedings to which the Borough is a party.

22. In the event that any recordings are made of the officer's interrogation and a transcript is subsequently prepared by the Police Department or by the Borough, the officer under investigation or interrogation and his counsel shall be entitled to copies of same. The officer concerned shall have the right, under supervision, to test the accuracy and the validity of all original recordings and the recorder.

23. The officer may validly refuse to answer any questions or remain silent when questioned regarding any criminal or potential criminal matter. The exercise of the Fifth Amendment rights shall be in accord with the decisions of the United States Supreme Court and the Supreme Court of the State of New Jersey. No evidence of the officer's exercise of Fifth Amendment rights shall be admissible in any disciplinary proceedings or otherwise.

24. The member being interviewed or interrogated shall not be subject to any offensive or obscene language, threats of social or economic abuse, physical threats, physical abuse or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions or in seeking the member's cooperation. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his act. If the refusal to answer questions in non-criminal matters may result in disciplinary action against the officer, then he shall be so advised.

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

26. Neither the Borough nor the Police Department nor any of its agents, servants, employees or departments shall insert any adverse material into any file of the officer, unless the officer has an opportunity to review, receive a copy of and comment in writing upon the adverse material, unless the officer waives these rights in writing. This paragraph shall not apply to the final resolution of a disciplinary proceeding unfavorable to the officer. In the event the result of a disciplinary proceeding is finally determined in favor of the officer, then, and in that event, any and all material concerning the disciplinary proceeding shall be immediately and permanently expunged from the officer's records.

BILL OF RIGHTS - con't.

Records concerning the nature and evidence in a disciplinary proceeding which is finally determined to be in favor of an officer may be kept by the Borough in separate and distinct files for historical purposes. No information concerning the nature and evidence in a disciplinary proceeding which is finally determined in favor of an officer shall for any purposes whatsoever be transmitted, disseminated, made known or utilized by any person, group, entity or individual. No information whatsoever arising out of any unfounded or unsubstantiated complaint or any disciplinary proceeding finally determined in favor of the officer shall be used, transmitted, disseminated or considered for intra-departmental promotion. All of the aforementioned records are considered confidential.

27. No law enforcement officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household), unless such information is necessary in the investigation of a possible conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law. No such disclosure shall be requested or required in the event the matter being investigated is criminal in nature, unless expressly waived by the officer concerned.

28. In any investigation, the nature of which is criminal or quasi-criminal, the officer shall not be required to make out or give statements, whether written or oral which deal with the subject matter of that investigation.

29. If an investigation is criminal or quasi-criminal in nature, the police officer involved shall not be required to make out reports which deal with the subject matter of that investigation, other than those reports which the police officer is ordinarily required to complete under standard operating procedures. Where the investigation is criminal or quasi-criminal in nature, the subject police officer shall not be required to fill out the narrative portion on those report forms. If, in his discretion, he does not complete the narrative portion of the form, he shall substitute therefor a list of the names and addresses of all witnesses to the incident, if any, known to the police officer. Those reports ordinarily required to be completed by the police officer shall be those reports known as a criminal investigation report and arrest report, if applicable, as were in existence at the time of execution of this agreement. The making of any of the aforementioned reports shall not constitute, be deemed or operate as a waiver of any rights the subject police officer may have by way of statute, case decision or under the Constitution of the State of New Jersey and the United States of America.

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30. No officer shall be required to take a polygraph examination or be subjected to any other truth or lie detecting examination. The investigating officer shall not demand that the subject officer take any such examination. The officer under investigation, may, however, request same. Refusal will not be held against the officer.

31. No police officer may be required to give or be subjected to any blood, tissue, breathalyzer, conduct or other test or given non-testimonial evidence except upon the probable cause of two (2) other police officers, in order to determine the subject officer's physical fitness for duty, when reporting for or on duty. The two (2) other police officers shall reach the conclusion of probable cause independently. The two (2) other officers so making the determination shall be two (2) superior officers on duty at that time. In the event only one (1) superior officer is on duty at that time, then, and in that event, the other officer shall be the senior patrolman available on duty. Superior officers shall include all police officers holding the rank of Sergeant and above, including the Acting Sergeant and above, including the Acting Sergeant on the shift.

In order to determine a superior officer's physical fitness for duty, when reporting for or on duty, the determination of his physical fitness for duty shall be made by the Chief of Police or the Captain, if available. If the Chief of Police or the Captain shall not be reasonably available then the determination shall be made by a Sergeant who shall be available or any other superior officer who may be recalled to duty, if necessary, and the senior available patrolman. The initial determination warranting the notification of the Chief of Police or the Captain or other superior officer, as the case may be, shall be made by a superior officer if available, otherwise by the senior patrolman available, who is on duty.

In all other cases, the officer may be required to give non-testimonial evidence, upon probable cause, in compliance with existing law and Court decisions.

32. If the investigation or interrogation of a law enforcement officer results in a recommendation of some action, such as demotion, dismissal, transfer, loss of pay, reassignment or other similar action which would be considered a punitive measure, then before taking such action, the law enforcement agency shall give notice to the law enforcement officer that he is entitled to a hearing on the issues. The notice shall set forth the charge with reasonable specificity giving sufficient facts so as to apprise the officer of the nature thereof. The notice shall state the time and place of the hearing. An official record, including testimony and exhibits, shall be kept of the hearing.

33. In all cases where disciplinary charges have been filed against the police officer, the subject officer, his attorney or the PBA shall have the right to discovery. Discovery shall include a copy of all Complaints and shall be in compliance with Rule 3:13-3

BILL OF RIGHTS - con't.

as specified in the Rules governing the Courts of the State of New Jersey. Upon written request, served upon the Borough Administrator within seven (7) days of the subject officer's receipt of formal written charges, discovery and inspection shall be permitted.

34. The hearing shall be conducted by the Borough Administrator. If the Borough Administrator is in conflict, in any respect, or unavailable, then and in that event, the hearing shall be conducted by another person, impartial to the issues, who shall be appointed by the Mayor.

35. Evidence which possesses probative value commonly accepted by reasonable and prudent men in the conduct of their affairs shall be admissible during the hearing, notwithstanding the rules of evidence recognized by law. The hearing officer may exclude incompetent, irrelevant, immaterial and unduly repetitious evidence. All relevant records and documents which any party desires to use shall be offered and made part of the record. Documentary evidence may be received in the form of copies of excerpts or by incorporation by reference.

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

37. The hearing officer conducting the hearing may take notice of judicially noticable facts and, in addition, may take notice of general, technical or scientific facts within his specialized knowledge. The parties shall be notified beforehand of the material so noted.

38. The officer charged at the disciplinary hearing shall have the right to refuse to testify at his disciplinary hearing without fear of departmental discipline as a result of such refusal. A disciplinary hearing shall be commenced no sooner than fifteen (15) nor more than thirty (30) days after the service of written charges against the member officer. The officer shall be given sufficient opportunity to confer with Counsel, prepare and gather witnesses and evidence and have the right to select his own Attorney. Nothing herein shall be construed to prohibit a police officer from the Borough of Spotswood on a volunteer basis and without compensation, from investigating on behalf of the subject police officer, while off duty.

39. The hearing officer shall render decisions within fourteen (14) days after the close of a disciplinary hearing concerning an employee. In the event that a verbatim recording was made of the disciplinary hearing, in its entirety, then the hearing officer shall render his decision within twenty (2) days after receipt of a transcript of such proceedings, so long as said transcript was either ordered by the hearing officer or requested by the officer concerned or his attorney, without twenty-four (24) hours after the close of the disciplinary hearing. Any party to the disciplinary

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hearing has the right to have a verbatim recording made and the right to a transcript. If a decision is not rendered within the aforesaid time period, the decision shall be deemed to have been made in favor of the employee against whom the charge or charges have been brought. If the hearing officer, after the close of the disciplinary hearing, become physically incapacitated, then the aforesaid time period shall be tolled for an amount of time equal to the length of the hearing officer's incapacitation. Requests for transcript by the subject officer or his attorney shall be paid for by the PBA; if the charges are finally resolved in favor of the subject officer then the PBA shall be entitled to full reimbursement for the cost of transcript, and same shall be paid promptly by the Borough.

40. Any decision, order or recommendation for action resulting from the hearing shall be in writing and shall be accompanied by findings of fact and a certification that the transcript, if one was ordered, was received by the hearing officer. The certification shall contain the date, time and place of receipt by the hearing officer. The findings of fact shall be expressed in a concise statement covering the issues involved in the case. A copy of the decision or order, accompanying findings and conclusions, along with any written recommendations for action, shall be delivered or mailed promptly to the law enforcement officer concerned and to his attorney.

41. In the event any decision, order or recommendation made by the hearing officer, after the disciplinary hearing, is unfavorable to the law enforcement officer concerned then, and in that event, the law enforcement officer concerned has the right to proceed de novo in the Courts of the State of New Jersey.

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

43. Any law enforcement officer who is denied any right afforded by this Agreement may apply, either individually or through his certified or recognized employee organization, or through his attorney, to the Law Division of the Superior Court for an Order directing the law enforcement agency and/or municipality and/or individuals to show cause why such rights should not be afforded.

44. The Mayor or another individual appointed by the Mayor shall act as the hearing officer in all disciplinary hearings. The hearing officer shall not have participated in any phase of the investigation or interrogation. The officer subject to the disciplinary hearing shall have the right of objection to the hearing officer based upon cause. All objections shall be submitted in writing and shall become part of the official records.

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45. No law enforcement officer shall be suspended except upon good cause and for violation of disciplinary rules and regulations or more serious offenses.

Where there is no emergent situation or reason, then an officer may only be suspended by the Chief of Police with the prior approval of the Mayor. The suspension may be with or without full pay and cannot exceed seven (7) calendar days unless affirmative formal action, is taken by the Chief of Police.

If there is an emergent situation or reasons warranting the immediate suspension of a police officer, then, the officer may only be suspended, with pay, by the Chief of Police for up to twenty-four (24) hours, which suspension may be continued with or without pay for an additional seven (7) calendar days with the approval of the Mayor, and in all events and cases, such suspension shall not exceed seven (7) calendar days without pay or eight (8) calendar days with pay, unless such suspension is upheld and approved by the Mayor.

46. In the event any officer is convicted of a breach of any disciplinary rule or procedure regarding this conduct or performance of his duties and a resolution of such action be noted and made part of his service record, such reports, notation, memorandum, notices, orders and any other material regarding the disciplinary action and the officers penalties, conduct or otherwise shall remain in his service record. After twenty-one (21) months the officer may request a formal hearing with the Chief of Police to review his file and request removal of that material concerning the officers conduct for which he was convicted. If this request for removal is denied by the Chief of Police the officer may request and shall receive another hearing for the same purposes with the Mayor.

A subsequent conviction of disciplinary rule or procedure, involving the same officer, no matter the nature of the offense, prior to the expungment of the records of any previous conviction, shall cause the expungment period to start anew from the date of the commission of the commission of the subsequent offense. This paragraph shall only apply if the officer is convicted, and if so, expungment of all records of convictions of disciplinary rules or regulations or procedures shall be had at the expiration of the expungment period as aforesaid.

47. In the event of an appeal, an employee or police officer may be represented by himself, an organization with which he is associated, a fellow worker or an attorney. The officer need not obtain the permission of any department or governmental official in order to be represented by an attorney. The officer shall have the right to select his own attorney.



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48. A police officer shall have the right to inspect his own personnel file on a reasonable notice and at reasonable time. All personnel files are to be considered confidential and information in them is not to be transmitted or exposed to anyone unless they have established a definite need to know or are required to make entries into the personnel file. No secret files are to be kept.

49. The Borough agrees that the Chief of Police shall notify the individual police officer if any material derogatory to that officer is going to be placed in his personnel file. The officer shall receive notice ten (10) days prior to said derogatory material being replaced in his file. The officer shall be entitled to a copy of all such material and be given the opportunity to place a written rebuttal in the file.

50. Each individual police officer is entitled to receive a copy of all physical fitness and performance evaluation reports which are to be placed into his personnel file. Any fitness or evaluation report which indicates unsatisfactory performance, either in part or in total, shall be considered for the purposes of Section 49 of this Article as derogatory material.

51. During the course of an on-going investigation, no matter the nature, concerning a given employee, that employee and his attorney shall have access to the individual officer's personnel file.

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

DATED: April 15, 1985

BOROUGH OF SPOTSWOOD:

Wayne R. Hamilton  
WAYNE R. HAMILTON, MAYOR

NEGOTIATION COMMITTEE FOR THE  
MEMBERS OF THE SPOTSWOOD POLICE DEPT.:

James Cantora  
JAMES CANTORA, PRESIDENT PBA #225

Barry H. Zagnit  
BARRY ZAGNIT, PBA #225

Howard Keenan  
HOWARD KEENAN, PBA #225

ATTEST:

Reggie Pasterczyk  
REGGIE PASTERCZYK  
BOROUGH CLERK

Roy DeY  
ROY DEY, PBA #225

A.J. Hansen  
A.J. HANSEN, PBA #225