

1-273

AGREEMENT

Between

BOROUGH OF MOUNTAINSIDE

and

MOUNTAINSIDE PBA LOCAL 126

JANUARY 1, 1993
through
DECEMBER 31, 1995

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PREAMBLE

This Agreement is entered into this day of
by and between the BOROUGH OF MOUNTAINSIDE, in
the County of Union, New Jersey, a municipal corporation of the
state of New Jersey (hereinafter called the Borough or the
Employer), and MOUNTAINSIDE P.B.A. LOCAL 126 (HEREINAFTER CALLED
THE PBA).

ARTICLE I

RECOGNITION

A. The Borough hereby recognizes the P.B.A. as the exclusive majority representative for all full time police officers employed in the Borough's police department, excluding employees other than police officers, managerial executives, confidential employees, professional employees, craft employees, and all other employees of the Borough.

B. The term "Police Officer", "Member", and/or "Employee" as used herein shall be defined as those employees in the above defined unit and shall be deemed to include the plural as well as the singular and to include males and females.

ARTICLE II

MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Borough hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees;
2. To hire employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms hereof and in conformance with the constitution and laws of New Jersey and of the United States.

The Borough shall have the right, during the term of this Agreement, to establish new rules or modifications of existing rules governing working conditions, provided that prior to the establishment thereof, the Borough shall give the P.B.A. notice thereof and shall provide the P.B.A. with an opportunity for negotiations with respect thereto. If a grievance is filed pertaining to the preceding sentence and is taken to arbitration under Article III of this Agreement, the arbitrator's authority shall be limited to determining whether,

- a) the notice and negotiations procedures have been followed and /or
- b) the Borough's new rule or modification of existing rule governing working conditions is arbitrary, capricious or unreasonable, as the latter terms have been construed judicially.

C. Nothing contained in this Article shall be construed to deny or restrict the Borough or the P.B.A. of its rights, responsibilities and authority under N.J.S.A. 40 and N.J.S.A. 40 A or any other national, state, county or local laws or ordinances, provided however that such local laws or ordinances shall be inconsistent with this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the employer. The employer shall notify the P.B.A. of any resolution or adjustment resulting from such discussions.

B. Definition

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the P.B.A. on behalf of an individual or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the employer, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
2. The term "grievance" as used herein shall not refer to any matter which was, or which could have been, raised at the bargaining table during the negotiations that led to the instant Agreement.

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

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived by mutual consent:

STEP 1

- a. An aggrieved employee, the PBA on behalf of an aggrieved employee or employees, or the Borough shall institute in writing action under the provisions hereof within fourteen (14) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police, for the purpose of resolving the matter informally. Failure to act within fourteen (14) calendar days shall be deemed to constitute an abandonment of the grievance.

- b. If no resolution can be achieved the Chief of Police or his designee shall render a written decision within ten (10) calendar days after receipt of the written grievance.

STEP 2

- a. In the event the grievance has not been resolved in or at step 1, the employee or the PBA shall, in writing and signed, file the grievance with the Borough's Administrator or his/her designee within five (5) calendar days following the written determination at step 1.

- b. The Borough's Administrator or his/her designee shall render a written decision within ten (10) calendar days from the receipt of the grievance.

STEP 3

a. In the event the grievance has not been resolved in or at step 2, the employee or the PBA shall, in writing and signed, file the grievance with the Mayor and Council within five (5) calendar days following the written determination at step 2.

b. The Mayor and Council shall render a written decision within forty (40) days from receipt of the grievance. If the Mayor and Council choose not to consider the grievance, they shall give notice of such in writing within three (3) calendar days, subsequent to the next scheduled Council meeting.

STEP 4

a. In the event the grievance has not been resolved in or at Step 3, the matter may be referred to arbitration as hereinafter provided.

b. In the event that the Borough or the PBA desires to submit a grievance to arbitration, the following procedure shall be followed:

1. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) calendar days following receipt of the Mayor and Council's determination or notice that the Mayor and Council will not make a determination.

2. The party demanding arbitration shall request the New Jersey State Public Employment Relations Commission to appoint an arbitrator. The Selection of the arbitrator shall be conducted in accordance with the rules and regulations of the New Jersey State Public Employment Relations Commission.

3. The cost of the services of the arbitrator shall be borne equally by the Borough and the PBA.

4. The arbitrator shall be bound by the provisions of this agreement and by applicable laws of the State of New Jersey and the United States. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. In rendering his/her written decision, the arbitrator shall indicate his findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding upon the parties subject to applicable judicial or administrative proceedings. Arbitrator must make a determination within 60 days of the conclusion of arbitration hearing.

5. Any expense other than the cost for the services of the arbitrator, including but not limited to presentation of witnesses, shall be borne by the party incurring the same.

C. A failure to respond at any step in this procedure by the Borough or its agent shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next Step.

D. Time limits may be extended by the parties by mutual written agreement.

E. The Borough reserves the right to file in writing a grievance on its behalf with the executive board of the PBA, which shall conduct a conference with the representatives of the Borough within ten (10) days of filing of the grievance, and said conference representatives shall render a joint, written determination within fifteen (15) days of the conference.

F. At any time during the grievance procedure, the Borough Administrator or the PBA may ask and, with mutual consent, have both parties confer with each other to negotiate a resolution to any grievance.

ARTICLE IV

P.B.A. REPRESENTATIVES

A. Duly authorized representatives shall be granted leaves of absence for the purpose of attending P.B.A. conventions in accordance with applicable state statutes.

B. Upon notification to, and approval of, the Police Chief or his/her representative, which approval shall not be unreasonably withheld, the president of the P.B.A. may enter the Borough facilities or premises for the purpose of investigating grievances without loss of regular pay or compensatory time.

C. One P.B.A. representative shall be appointed by the P.B.A. president each year on July 1st to serve as regular representative of the P.B.A. in grievances with the Borough, and an additional representative shall be similarly appointed to serve as alternate representative of the P.B.A. solely with respect to the personal grievances filed by the aforesaid regular grievance representative. The P.B.A. shall notify the Borough in writing ten (10) calendar days after the election or appointment of the aforementioned regular and alternate representative. Said representative shall suffer no loss of regular pay or compensatory time when representing the P.B.A. in grievances with the Borough under the circumstances set forth above.

D. During collective negotiations, one authorized P.B.A. representative shall be excused from his normal work duties to participate in any collective negotiation session mutually scheduled by the parties, and such representative shall suffer no loss of regular pay or compensatory time.

E. The parties agree to continue the existing practice governing the granting of time off to a State P.B.A. delegate for the purpose of attending P.B.A. meetings.

F. The employer shall not unreasonably withhold permission for the P.B.A. to utilize Borough facilities and equipment for the purpose of conducting P.B.A. business.

ARTICLE V

DEDUCTIONS FROM SALARY

A. The employer agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the P.B.A. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967, N.J.S.A. 52:14-15.9 (e), as amended. Said monies together with records of any corrections shall be transmitted to the P.B.A. treasurer within fifteen (15) working days from the payroll period ending date of each payroll period.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, P.B.A. shall furnish to the employer written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each employee.

C. The P.B.A. will provide the necessary "check-off authorization " forms and deliver the signed forms to the appropriate officers.

D. The employer agrees to deduct the representation fee in lieu of dues from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative

E. The deduction shall commence for each employee who elects not to become a member of the Association on the first of the month following thirty (30) days written notice from the Association of the amount of the fair share assessment. A copy of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first of the month following sixty (60) of employment.

F. The representation fee for service rendered by the Association shall be in an amount equal to the regular dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

G. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the employer or require the employer to take any action other than to hold the fee in escrow pending resolution of the appeal.

H. The Association shall indemnify, defend and save the employer harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the employer in reliance upon salary deduction authorization cards or the representation fee in lieu of dues information as furnished by the Association to the employer, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

I. Membership in the Association is separate, apart and distinct from the employee's rights to receive equal benefits available under the bargaining unit. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this agreement have been made for all employees in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the employer after it has satisfied itself that the Association is a proper majority representative.

ARTICLE VI

MAINTENANCE OF OPERATION

A. It is recognized that the need for continued and uninterrupted operation of the Borough is of paramount importance to citizens of the Borough of Mountainside, in the County of Union, and State of New Jersey, and that there should be no interference caused by the P.B.A. or its members with such operation.

B. The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A. nor any person acting in its behalf will cause, authorize, or support any strike, (i.e. the concerted failure to report for duty, or willful absence of an officer from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of said officer's duties of employment), work stoppage, slow-down, or walkout against the Borough. The P.B.A. agrees that such action by the P.B.A. would constitute a material breach of this Agreement.

C. The P.B.A. agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned, and that the P.B.A. will publicly disavow such action and advise all such members who participate in such activities to cease and desist from same immediately and to return to work. The P.B.A. agrees that it will not support or participate in any of the aforementioned activities engaged in by any other employee or group of employees of the Borough.

D. In the event of a strike, slow-down, walkout or job action, it is covenanted and agreed that participation in any such activity by any P.B.A. member or any employee represented by the P.B.A. shall entitle the Borough to deem such activity as grounds for appropriate action against the individual subject, including discipline, subject however to the application of procedures set forth in N.J.S.A. Title 40A.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by P.B.A. or its members.

F. Nothing contained herein shall be construed as limiting or restricting any individual from the free exercise of his/her rights under the constitutions of the United States and the State of New Jersey and the statutes of the United States and the State of New Jersey.

ARTICLE VII

HOURS OF WORK, OVERTIME, COMPENSATORY TIME, AND RECALL

A. Hours of Work

1. The patrol division existing work schedule comprised of three rotating shifts (eight hours each) shall be maintained during this contract except as indicated in A.3 and A.4 below. The Detective division shall continue to work two alternating shifts (eight hours each).

2. Patrol division shifts during this contract are scheduled for 8:00 am to 4:00 pm, 4:00 pm to 12:00 midnight, and 12:00 midnight to 8:00 am. Detective division shifts are presently scheduled for 9:00 am to 5:00 pm, and 1:00 pm to 9:00 pm. In cases of emergency, the Borough shall have the right to vary the foregoing shift schedules unilaterally and without notice to, or discussion with, the P.B.A. In cases of temporary, non-emergency variations in the foregoing shift schedules, the Borough shall provide the P.B.A. with advance and reasonable opportunity for discussion, prior to implementation of such variations. In cases of permanent variations in the foregoing shift schedules, the Borough shall provide the P.B.A. with advance notice, and upon the P.B.A.'s request shall negotiate with respect thereto, prior to implementation of such variations.

3. Continuing in 1993, the following new work schedule shall be implemented on an experimental basis.

This schedule is experimental and subject to discontinuance at any time at the discretion of the Borough. Provided the schedule is still in effect, the parties will meet to evaluate the schedule at the end of 1993 to evaluate how the schedule is working and determine whether it should be continued. All managerial prerogatives of the Chief of Police to assign, reassign, transfer and schedule according to the needs of the Department will remain in effect as consistent with law.

4. Officers other than Detectives and Lieutenants currently working 8-hour shifts will work a four day on, four day off 12-hour per day schedule which will be combined with eight hour shifts to achieve an average of 2,080 hours worked per year per officer. In the event that an officer's scheduled shifts exceed 2,080 hours, excess hours will be offset by comp time on an hour for hour basis. There will be three shifts as follows:

Day	7:00 a.m.	-	7:00 p.m.
Night	7:00 p.m.	-	7:00 a.m.
Mid	3:30 p.m.	-	11:30 p.m.

5. Detectives and Lieutenants will continue to work the existing 8-hour schedule unless the Chief determines that circumstances require otherwise.

B. Overtime

1. Employees shall be eligible for and shall receive overtime pay for overtime hours in accordance with the foregoing terms and provisions.

2. The hourly rate overtime pay for each eligible employee shall be one and one-half times such employee's hourly rate of pay, which shall be computed by dividing 2,080 into the total base salary plus longevity payments.

3. The Borough shall endeavor to pay for overtime hours worked in the pay period immediately following the period such overtime was worked but no later than 30 days following the day overtime was earned.

4. Except as provided in Section 5 of this paragraph:

a. Overtime hours are hours of work which exceed employees' regularly scheduled working hours. The Borough shall have the right to require employees to work overtime, and to determine, pursuant to departmental rules and regulations, the circumstances under which employees shall work overtime. The scheduling of overtime work is a Borough prerogative, and accordingly no hours of work will qualify as overtime hours unless the Borough, by the Chief of Police or his/her designee, shall have approved and authorized same in advance.

5. In the event an employee is subpoenaed or required to appear as a witness in any criminal or quasi-criminal court proceeding, any proceeding before the State Division of Motor Vehicles, or any grand jury proceeding, in connection with his/her duties as police officer, at a time other than his/her regularly scheduled working hours, he/she shall be paid per day for all such appearances in a day at the rate of \$125.00., effective January 1, 1993.

6. In the event a police officer is required to appear in a civil court proceeding arising out of the performance of his/her duties as a police officer at a time other than his/her regularly scheduled working hours, he/she shall receive compensatory time due at the time and one-half rate for time spent.

7. In the event an employee is subpoenaed or required to appear as a witness in a proceeding in the Mountainside Municipal Court in connection with his/her duties as a police officer, at a time other than his/her regularly scheduled working hours, he/she shall receive a minimum of two (2) hours overtime pay computed in accordance with Section 2 of this Paragraph B.

8. In the event that an employee assigned to the Detective Division is required to appear in court earlier than his/her regularly scheduled time, such employee shall not be entitled to overtime pay on account of such early appearance. Rather, on the day in question, such employee's quitting time shall be adjusted accordingly. By way of example, if the employee appears in court one hour earlier than his/her scheduled reporting time, he/she shall be entitled to leave work one hour earlier than his/her scheduled quitting time.

C. Compensatory Time

(1) "Compensatory Time" is hereby defined as time-off from duty without loss of regular straight time pay and without pyramiding of pay and is in lieu of receiving overtime rate of pay. Compensatory time will be granted at the rate of one and one-half hours for every hour worked. Compensatory time off may be taken only when no additional personnel are required to cover a particular shift. Compensatory time off may be added to vacation time, unless there would be created an overtime obligation. Granting of compensatory time is at the discretion of the Chief or his/her designee.

(2) Compensatory time may be granted for the following circumstances when they occur in addition to an employee's regular working hours:

- a) staff meetings called by the Chief of Police
- b) in-service training
- c) crime prevention program

Compensatory time may also be granted at the discretion of the Chief of Police or his/her designee on such other occurrences that are appropriate in the discretion of the Chief. All compensatory time must be approved in advance by the Chief or his/her designee.

(3) Accumulation of compensatory time off shall be limited to 60 hours in the case of uniformed officers and detectives. Compensatory time off must be taken within 6 months of the date it is earned for uniformed officers and within 12 months for detectives. Approval of time off will be by the Chief of Police or his/her designee who in unusual or extraordinary circumstances and at his/her discretion may give permission in advance to exceed the above limits or to cancel scheduled compensatory time off if it is in the best interest of the department.

(4) If in the discretion of the Chief of Police it is necessary for a detective to be on call, he/she shall be entitled to be granted 6 hours compensatory time off (4 hours at a time and one-half for every 24 hours on call, but not actively working).

(5) In the event that an employee is subpoenaed pursuant to the provisions of Paragraph 5 of Section "B", Overtime, but remains "On Call", on his day off or vacation time, said employee shall be entitled to six (6) hours compensatory time while

"on call", provided however, that the six (6) hours compensatory time shall be granted ONLY for the dates specified on the face of the subpoena.

D. Recall

If an employee is recalled to duty, he/she shall receive a minimum guarantee of four (4) hours compensation at the overtime rate provided said recall is not immediately prior to employee's normal shift. The employer shall have the right to retain the employee on duty for the minimum time period. If the employee's call in time assignment and his/her regular shift overlap, he/she shall receive compensation at the overtime rate for that period worked prior to the regular shift. For the balance of his/her regular shift, the employee should be paid at his/her appropriate straight time rate.

ARTICLE VIII

VACATION

A. Every full time officer of the police department shall be entitled to an annual vacation period with pay in accordance with the provisions of this Agreement as hereinafter stated.

B. The status of each officer with respect to vacation credits shall be fixed and determined as of the 31st day of December of the year immediately preceding the year in which the right to said vacation period shall become due.

C. A vacation day shall commence on any day of the week at the commencement of any particular shift and continue for twenty four hours to the next day and the beginning of the same shift.

D. Except as herein expressly provided to the contrary, the following constitute the vacation privileges of the officers of the police department.

9.3 (a)
14

E. Under one year

Eight (8) hours for each month of service

2 weeks

1 through 5 years

One Hundred Twelve (112) hours vacation

15.0
22.5

6 through 15 years

One Hundred Eighty (180) hours vacation

4 weeks

18.7
29.5

16 years and over

Two Hundred Thirty-six (236) hours vacation

5 weeks
all in

F. The Chief of Police shall designate the number and classification of officers with respect to their vacation credits. The choice of selection of vacation periods shall be based upon seniority and shall be approved by the Chief of Police. Officers of equal seniority shall select their vacation periods by lot.

G. Vacation periods shall be allotted to each officer by seniority. Vacation periods shall be scheduled into two vacation periods called primary and secondary vacation selections.

H. Primary Selections - Each member of the Police Department shall select (8) primary days (96 hours) of vacation by seniority. These (8) primary vacation day selections (96 hours) shall be fixed by March 1st of the year the vacation selections are due.

Secondary Selections - Each member of the Police Department shall select whatever remaining vacations are due again by seniority. These remaining vacation selections shall be fixed by April 1st of the year the vacation selections are due. These secondary vacation days shall not supersede the primary vacation selections.

I. Vacation periods shall be fixed no later than April 1 of the year in which said vacation shall become due; however, those vacations which are not fixed by that date shall be established by the Chief to fit the convenience of the department.

J. No vacation credits shall be extended beyond the calendar year in which they fall due, except for good cause being shown. No vacation credits will be extended beyond March 31st of the year following the year in which said credits should have been used, unless time is not available, as determined by the Chief of Police.

K. In the event of the termination of employment other than by death, there shall be forthwith paid to the officer terminating such employment, or in the event of death of any officer, there shall be paid to his/her estate, a sum equivalent to pay for all vacation periods earned. In such event, vacation periods earned shall be computed and the vacation determined as of the date of termination.

L. Vacation pay shall be payable in advance, if requested at least one pay period prior to the time an officer commences vacation.

M. In the event that an employee becomes sick or injured prior to his/her scheduled vacation leave, the employee shall be entitled to take his vacation leave at a later time, subject to the scheduling needs of the department as determined by the Chief of Police.

ARTICLE IX

HOLIDAY PAY

A. Every employee shall, in addition to the salary specified in Schedule A hereof, be paid at his/her straight time daily rate of pay for thirteen (13) holidays, in lieu of time off, for the following holidays:

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

G. Holiday pay shall be paid once each year during the month of November and shall be computed at eight (8) hours for each holiday.

H. Employees whose employment terminates during the calendar year shall be paid only for those holidays which have fallen prior to their date of termination or death.

ARTICLE X

SICK LEAVE

A. Definitions:

1. Long-term or extended illness is defined for the purposes of this Article to mean illness or disability not as a result of an occupational injury which is of a duration in excess of three (3) consecutive work days.

2. Any other illness not as a result of an occupational injury is defined as short-term illness.

B. Each officer of the department is entitled to one hundred twelve (112) hours of sick leave with pay each year. Such days may be utilized for short or long-term illness and, if not so utilized, will be accumulated for possible use in the future years in long-term illness or for retirement as is otherwise provided for in this agreement.

C. Long-term or extended leave for illness, not as a result of an occupational injury, shall be paid in the following manner.

1. All previously accumulated sick leave shall be used. All previously accumulated sick leave shall be at a rate of eight (8) hours for each day.

2. Sick days for current year shall be used;

3. Other available time such as compensatory time off or vacation time shall be used;

4. After three (3) months, whether or not all sick, vacation and compensatory time have been used, payments shall be made in accordance with the Borough's disability insurance policy. The Borough will maintain the present disability policy with Massachusetts Mutual. However, the Borough and PBA will review alternate plans and, if an agreement is reached between the parties, the Borough will select a new disability insurance program.

D. Lost time due to occupational injury or disability shall not be charged to sick leave, and payment shall be made in the following manner:

1. Loss of seven (7) days or less, officer shall receive full pay from the Borough.

2. Loss of more than seven (7) days, but less than three months, shall be paid in accordance with the New Jersey Worker's Compensation Law, and the Borough shall pay in addition thereto, an amount equal to the difference between the officer's base salary plus longevity payment and the Workers Compensation payment, provided that the Borough shall take credit for any amounts paid pursuant to the Workers' Compensation Law for the first seven (7) days of disability.

3. After three months of disability, payments shall be made in accordance with the Borough's disability insurance policy.

E. The employer may require verification by an employee who has been on sick leave for illness not as a result of an occupational injury, or on leave as a result of an occupational injury, by the submission of acceptable medical evidence substantiating the illness or injury. Verification may be made either by medical evidence from the employee's physician or, if such evidence is not furnished, by the Borough physician. In any event, the employer may require verification by the Borough physician for proof of illness or injury of an employee, whenever such requirement appears to be reasonable or appropriate. Abuse of sick leave or injury leave shall be cause for disciplinary action.

F. Effective January 1, 1993, each employee hired before September 1, 1990, shall be entitled to receive, upon retirement an amount equivalent to one (1) hours pay (at the rate in effect at the time of retirement) for each three (3) hours of unused accumulated sick leave, up to a maximum of thirteen thousand dollars (\$13,000.).

G. Effective January 1, 1994, for employees hired prior to September 1, 1990, the unused accumulated sick leave maximum shall be increased to fourteen thousand dollars (\$14,000.).

H. Effective January 1, 1995, for employees hired prior to September 1, 1990, the unused, accumulated sick leave maximum shall be increased to fifteen thousand dollars (\$15,000.).

I. In lieu of receiving such dollar amount upon retirement, the employee may opt for an equivalent amount of time off with full pay, in which case the employee shall be entitled to paid time off for the appropriate number of consecutive working days immediately preceding his/her retirement date. In order to be eligible for

either of the foresaid options, an employee shall be required to notify the Borough in writing of his/her intention to retire and of the option selected, at least six (6) calendar months in advance of the employee's anticipated retirement date, unless a shorter notice period is agreed to in writing by the Borough. For the purpose of this paragraph, the word "retirement" shall be construed to refer to retirement within the meaning of the Police and Firemen's Retirement System, except that it shall not include "deferred retirement" within the meaning of N.J.S.A. 43:16A-11.2. For purposes of computing the amount of unused accumulated sick leave prior to January 1, 1979, the following formula shall be utilized:

1. For period of employment prior to January 1, 1973, employee shall be credited with forty (40) hours unused accumulated sick leave for each full year employed, with partial years of employment to be credited on a pro rata basis.

2. For periods of employment from January 1, 1973 through December 31, 1978, an employee shall be credited with fifty six (56) hours unused accumulated sick leave for each full year employed, with partial years of employment to be credited on a pro rata basis.

ARTICLE XI

MEDICAL INSURANCE

A. The provisions of the existing State Health Benefits Program shall be maintained at the Borough's expense during the term of the Agreement.

B. The Borough reserves the right to change insurance carriers so long as substantially similar coverage is provided.

C. Each employee shall be entitled to full family dental coverage under the Borough's present program. The Borough has paid full insurance premiums for the coverage. Effective in 1993 and for the term of this contract, any premium increases will be evenly divided between the Borough and the employee. The employee's share will be paid through a payroll deduction.

D. Employees shall be covered by a self insured vision program in which the Borough's maximum liability shall be three hundred dollars (\$300.) per employee family per year. Employees shall be entitled to reimbursement within this cap upon presentation of a voucher for prescription eye glasses and/or eye examinations. Effective January 1, 1995, this figure will be \$350.00.

ARTICLE XII
CLOTHING ALLOWANCE

A. Effective January 1, 1993, all uniformed officers of the police department shall receive a \$700.00 per annum clothing allowance, of which amount \$450.00 shall be paid by voucher, and \$250.00 shall be paid directly to the officer during the month of June for clothing maintenance. Effective January 1, 1994, the clothing allowance shall be \$750.00, of which \$450.00 shall be paid by voucher and \$300.00 shall be paid directly to the officer in June for clothing maintenance. Effective January 1, 1995 the clothing allowance shall be \$800.00, of which \$450.00 shall be paid by voucher and \$350.00 shall be paid directly to the officer in June for clothing maintenance.

A. Effective January 1, 1993, all plainclothes officers (detectives) shall receive a \$725.00 per annum clothing allowance, of which amount \$475.00 shall be paid by voucher and \$250.00 shall be paid directly to the officer during the month of June for clothing maintenance. Effective January 1, 1994, these sums shall be increased to \$475.00 and \$300.00 respectively for a total of \$775.00. Effective, January 1, 1995, the total allowance will be \$825.00, of which \$525.00 will be paid by voucher and \$300.00 directly to the officer in June for clothing maintenance.

B. All vouchers for clothing allowance are subject to approval by the Chief of Police and Police Commissioner.

1993
475
250
725

1994
475
300
775

1995
525
300
825

500
325
825

ARTICLE XIII

MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of all applicable laws.

ARTICLE XIV

RETIREMENT

Employees shall retain all pension rights under New Jersey law.

ARTICLE XV

SALARIES

A. The salaries of all unit employees, in existence prior to the negotiation of this Agreement, shall be increased as follows:

1. Effective January 1, 1993, all unit employees shall receive an across-the-board increase of 5.25 %.
2. Effective January 1, 1994, all unit employees shall receive an across-the-board increase of 5.50 %. In addition, all ranks above top paid Patrolmen shall receive \$100.00 in 1994.
3. Effective January 1, 1995, all unit employees shall receive an across-the-board increase of 5.75 %. In addition, all ranks above top paid patrolmen shall receive \$100.00 in 1995.

B. The salaries shall be as noted in schedule A of this contract.

SCHEDULE "A"

	<u>SALARIES</u>		
	<u>1993</u>	<u>1994</u>	<u>1995</u>
Captain	54,307	57,394	60,794
Det. Lieutenant	53,451	56,491	59,839
Lieutenant	52,973	55,987	59,306
Det. Sergeant	51,659	54,600	57,840
Sergeant	50,344	53,213	56,372
Detective	48,696	51,474	54,534
Patrol Officers:			
Probationary			
Period of one year	28,569	30,140	31,873
Second Year from date of appointment	32,260	34,034	35,991
Third Year from date of appointment	35,950	37,927	40,108
Fourth Year from date of appointment	39,641	41,821	44,226
Fifth Year from date of appointment	43,332	45,715	48,344
Sixth Year from date of appointment	47,024	49,610	52,463

CURRENT PATROL OFFICERS (HIRED BEFORE 9/90)

Second year from date of appointment	31,427
Third year from date of appointment	35,198
Fourth year form date of appointment	41,110
Fifth year from date of appointment	47,024

Corporal: \$500. PER ANNUM ABOVE BASE SALARY TO WHICH HE/SHE WOULD BE ENTITLED AS A PATROLOFFICER OR DETECTIVE.

ARTICLE XVI

LONGEVITY PAY

A. Longevity payment shall be made as hereinafter fixed and determined; such longevity payment shall be considered as additional compensation based on the length of service of said members of the police department according to the following schedule:

<u>Years of Service</u>	<u>Longevity Percentage</u>
Completion of 5 years	2%
Completion of 10 years	4%
Completion of 15 years	6%
Completion of 20 years	8%
Completion of 24 years	10%

Such additional compensation shall be based on the annual salary of each member of the police department.

B. In order to compute periods of longevity, credit will be given for all the time served consecutively as a full time employee of the police department. Additional compensation of any nature including overtime and holiday pay shall not be considered in computing longevity payments. All periods of service shall be computed from the anniversary date of appointment to the department.

ARTICLE XVII

INVESTIGATION OF POLICE OFFICERS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

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

2. The interrogation shall take place at a location designated by the Chief of Police or his/her designee. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any formal interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. 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.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. At every formal stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he/she so requests, to consult with counsel and/or his/her Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his/her Association representative, nor more than two (2) hours for consultation with his/her attorney. However, this paragraph shall not apply to routine day-to-day investigations.

B. In cases other than departmental investigations, conducted in the ordinary course of business as determined by the Chief, if a member of the force is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

C. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

ARTICLE XVIII

CEREMONIAL ACTIVITIES

A. In the event a police officer in another Department in the State of New Jersey is killed in the line of duty, the employer will permit at least two (2) uniformed police officers of the Department to participate in funeral services for the said deceased police officer.

B. Subject to the availability of the same, in the sole discretion of the Chief, the Chief may permit a department police car to be utilized by the members on the funeral service.

C. Police officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services, unless otherwise agreed by the Chief of Police.

D. This Article pertains only to non-duty officers. In the sole discretion of the Chief, on-duty officers may be permitted to participate in funeral services.

ARTICLE XIX

PERSONNEL FILES

A. A separate personnel history file shall be established and maintained for each employee covered by this Agreement. Personnel history files are confidential records and shall be maintained in the office of the Chief of Police.

B. Any member of the Police Department may, by appointment, review his personnel file, but this appointment for review must be made to the Chief of Police, or his/her designated representative.

C. Whenever a written complaint concerning an officer or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it, if he/she so desires, in writing within fourteen (14) days. Upon the request of the officer, the rebuttal will be placed in his/her file.

D. All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, except upon agreement by the parties.

E. Authorized Borough representatives shall have access to the aforementioned personnel files, for Borough business and their official use only.

ARTICLE XX

BULLETIN BOARD

A. The employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

B. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matter dealing with the welfare of employees.

C. No matter may be posted without receiving permission of the officially designated Association representative.

ARTICLE XXI

EDUCATION

A. The Borough of Mountainside wishes to provide for Borough employees opportunities for equitable experiences and individual professional development in order to broaden and facilitate functional relationships among its departments,

B. The foregoing shall be accomplished by providing for its employees opportunities for the following education experiences which, when approved in advance by the Borough, will be funded as noted:

1. attendance at one-day conferences, institutes, meetings, etc. to be funded at actual cost;

2. attendance at courses or meetings which take place over a period of time and for which certificates, licenses, continuing education credits or college credits are given, to be funded at a cost not to exceed that of three graduate courses at a state college, that cost to be reimbursed to the employee following successful completion of the course;

3. other education experiences not included herein, to be funded as deemed appropriate by the Governing Body at the time the opportunity for such experience arises;

C. Each employee taking a course such as is mentioned in "B2" above shall sign an agreement with the Borough stating that in event the said employee should leave the employ of the Borough within one (1) year after the completion of such course, said employee will reimburse the Borough for the cost of such educational experience.

ARTICLE XXII

NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the P.B.A. against an employee on account of race, color, creed, sex or national origin, religion, ancestry, age, marital status, disability, or sexual orientation.

B. There shall be no discrimination, interference, restraint or coercion by the Borough or any of its representatives, or the P.B.A. or any of its representatives, against any of the employees covered under this Agreement because of their membership or non-membership in the P.B.A. or their activity or inactivity with respect to other members of the P.B.A.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

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

ARTICLE XXIV

LEAVE TIME

A. Bereavement Leave- Each employee covered by this Agreement shall be permitted three (3) days leave with pay upon the death of a member of the immediate family within the state. An employee covered by this Agreement shall receive five (5) days leave with pay upon the death of a member of the immediate family out-of-state. Any needed additional days may be granted, if approved by the Chief of Police. For purposes of this Article, "immediate family" shall include the spouse, children, step-children, mother, father, brother, sister and grandparents of the employee and spouse and the employee's brother-in-law, sister-in-law, mother-in-law, and father-in-law.

B. Personal Leave - Each employee shall be eligible for 24-hours personal leave per year which shall be charged against sick leave. In addition, each employee shall be eligible for 12 hours personal time not charged against sick leave. For the purpose of this clause, an employee shall not be required to advise his/her superior of the reasons for the personal leave day. Employees must give the Chief of Police forty-eight (48) hours notice of their intention to take a personal day and must receive approval from the Chief to insure that the Borough has adequate personnel on hand to perform all necessary functions. The said personal leave time shall be non-cumulative. A denial of an application for personal time under this section by the Chief shall only be made for sufficient cause. Personal leave shall be granted in units of not less than four (4) hours for each occasion.

ARTICLE XXV

TERMINAL LEAVE

1. The Borough of Mountainside shall provide a terminal leave benefit, to be paid annually for up to twelve (12) years or to age sixty-five (65), whichever comes first, which retirees can utilize for any purpose. This benefit will be applicable to employees who have retired since 1984 and to current employees (hired before Sept. 1, 1990) upon their retirement. The terminal leave benefit shall be equal to the employee's last annual State Health Benefits Plan premium in the last year of his/her employment and will be paid to employees who retire in accordance with Police and Fire Pension requirements. The terminal leave benefit shall be adjusted each year in accordance with and equal to the increase in the State Health Benefits Plan premium for such employee. The terminal leave benefit shall be paid quarterly.

2. Employees hired after Sept. 1, 1990 shall be entitled to receive upon retirement an amount equivalent to one (1) hour's pay (at the rate in effect at the time of retirement) for each two (2) hours of unused sick leave, up to a maximum of \$30,000. , which sum shall be paid to the employee in equal annual amounts over three years.

3. The foregoing provisions have been adopted in lieu of a former retiree health insurance benefit that was deleted from the contract pursuant to the parties receipt of a legal opinion that such provision was illegal and unenforceable. In the event there is subsequent legislation mandating retiree health insurance for employees covered by this bargaining unit at no cost to such retirees, this provision will be deleted from the contract and all "in lieu" terminal leave payments will be discontinued for all employees or retirees affected by the legislation.

4. Similarly, the terminal leave entitlement of employees hired after September 1, 1990 based upon unused sick leave, as set forth above in this Article, will be deleted and such employees will be treated the same as those employees hired prior to September 1, 1990.

ARTICLE XXVI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1993, and shall remain in effect through December 31, 1995, without any reopening date. This Agreement shall continue in full force and effect thereafter, unless one party or the other gives notice in writing, pursuant to the rules of the Public Employment Relations Commission, of a desire to change, modify or terminate this Agreement.

WHEREAS the parties have hereunto set their hands and seals this day of , 1993.

MOUNTAINSIDE P.B.A. LOCAL #126

BOROUGH OF MOUNTAINSIDE
UNION COUNTY, NEW JERSEY

By: Stephen Semanich
PBA #126 President

By: [Signature]

Witness:

Judith E. Dity

Witness:

[Signature]