

**Agreement between
Borough of Rumson
and
Rumson P.B.A.
Local #345**

January 1, 2007 through and including December 31, 2013

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PREAMBLE

THIS AGREEMENT, entered into this ¹⁴ day of December, 2010, by and between the **BOROUGH OF RUMSON**, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and the **RUMSON P.B.A.**, hereinafter called the "Association" represents the complete and final understanding, on bargainable issues between the Borough and the Association, and the Borough agrees not to enter any other Agreement or contract with those of its employees who are hereby covered, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 1

RECOGNITION

- A. The Borough recognizes the Association as the exclusive collective negotiations agent for all Police Officers with the exception of the Chief employed by the Borough.
- B. The title Police Officer shall be defined to include the plural, as well as the singular, and to include males, as well as females.

ARTICLE 2

MAINTENANCE AND MODIFICATION OF WORK RULES

- A. All conditions of employment relating to wages, hours of work, and general working conditions, currently in effect, shall be maintained for the life of this Agreement.
- B. The provisions of this Agreement will govern, where specifically applicable, any inconsistent rules, regulations or ordinances or any other provisions or manual or law notwithstanding.

ARTICLE 3

ASSOCIATION REPRESENTATIVE AND MEMBERS

- A. Duration negotiations, authorized Association representative not to exceed two (2) shall be excused from their normal work duties to participate in collective negotiation sessions that are mutually scheduled to take place during their scheduled work time, and shall suffer no loss of regular pay thereby.
- B. The Borough agrees to grant time off to employees designated by the Association to attend police conventions as provided by N.J.S.A. 40A:14-177. Said convention leave will include reasonable travel time.

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

ARTICLE 4

RETENTION OF CIVIL RIGHTS

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

ARTICLE 5

RETIREMENT

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

ARTICLE 6

MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE 7

NON-DISCRIMINATION

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

ARTICLE 8

WORK WEEK – OVERTIME

- A. 1) The agreed-upon work schedule will remain in effect for the duration of this Agreement...
- 2) The Borough shall continue the current work schedule pursuant to the terms specified in Schedule C, below, including sections one through six, provided that the schedule will only be implemented when the Department has a 15 man patrol rotation, 4 full-time dispatchers and 1 part—time dispatcher.
- B. 1) The overtime rate shall be calculated based upon 2,060 hours of work per year. Employees shall be compensated for all overtime work at the rate of one and one-half (1 ½) times his regular hourly rate.
- 2) Effective with the implementation of the new work schedule set forth in Paragraph A(2) above, if an employee is required to work longer than 131 hours in his 21 day work period, he shall be compensated for all overtime work at the rate of one and one-half (1 ½) times his regular rate.
- C. Employees shall received time and one-half (1 ½) compensation for all hours worked beyond their regular shift.
- D. At the sole option of the employee, he may elect to receive compensatory time up to 100 hours in lieu of cash for any amount of overtime earned (at the premium rate).
- E. If an employee is called to duty on his time off, he shall receive overtime compensation (1 ½) for all hours worked, with a minimum guarantee of two hours at one and one-half (1 ½).
- F. The Borough shall pay all employees for appearance in Municipal, County, Superior and Juvenile Courts, and Grand Jury and all administrative agencies, on off-duty time, the rate of time and one-half with a two hour minimum, as set forth in E herein. Employees may not be retained for the purpose of attaining the two hours if the appearance requires less time.
- G. Overtime shall be paid in the second pay period of each month.

SCHEDULE C

- 1. WORK WEEK: 5 ON/2 OFF, 5 ON/2 OFF, 4 ON/3 OFF
8.5 HOURS PER SHIFT
39.5 HOURS PER WEEK
- 2. 15 MAN PATROL ROTATION
4 FULL-TIME DISPATCHERS

- 1 PART-TIME DISPATCHER
3. 12 WEEKS PER CYCLE @ 4 CYCLES PER YEAR PLUS 18 DAYS = 52 WEEKS.
 4. 56 DAYS WORKED PER CYCLE @ 8.5 HOURS PER SHIFT = 476 HOURS WORKED PER CYCLE
 5. 476 HOURS WORKED PER CYCLE @ 4 CYCLES PER YEAR = 1904 HOURS WORKED PER 48 WEEKS.
 6. PLUS 4 WEEKS (18 WORK DAYS OR 153 HOURS) = 2057 HOURS WORKED OVER A 52 WEEK PERIOD.

ARTICLE 9

VACATIONS

- A. Vacation allowances shall be as follows:
- | | |
|--------------------------------------|---------|
| From date of hire through 5 years | 12 days |
| Beginning of year 6 through year 9 | 15 days |
| Beginning of year 10 through year 14 | 19 days |
| Beginning of year 15 through year 20 | 23 days |
| Beginning of year 21 through year 25 | 25 days |
| Beginning of year 26 and thereafter | 26 days |
- B. Vacations shall be selected by seniority as it has been done since the inception of the first Police Contract dated January 1, 1998.
- C. The Vacation period shall be January 1st through December 31st.
- D. Vacations can be taken in days with no minimum period.
- E. Employees shall not be subject to recall while on vacation, except in cases of emergency, in which case he is still entitled to one full day's pay.
- F. On January 1st, an employee's vacation becomes vested for that year.

ARTICLE 10

INJURY AND SICK LEAVE

- A. Employees shall receive fifteen (15) sick days per year for use when an employee is absent from work for reasons of illness or non-work connected injuries.
- B. Unused sick days shall accumulate from year to year until retirement.
- C. The fifteen sick days shall be credited to each employee as of January 1st of each year.

- D. Upon retirement from the Police Department, pursuant to any approved retirement provided by New Jersey Law, the employee shall be entitled to cash in all accumulated sick days at the rate of Sixty-Five Dollars (\$65.00) per day to a maximum of Fifteen Thousand Six Hundred Dollars (\$15,600.00).
- E. All accumulated terminal leave shall be paid to the estate of a member who dies prior to retirement.
- F. Employees who become injured and disabled for a police duty, while on duty, or in the course of performing police duties, shall be entitled to time off with full pay during their period of disability, not to exceed one year for each such injury. The Borough Council on recommendation from the Police Committee shall grant such leave of absence.
- G. The Police Committee of the Borough Council may require all police officers that are absent more than three consecutive days due to sick leave, submit acceptable medical evidence substantiating the illness or injury.
- H. The Police Committee of the Borough Council may require an examination by an independent physician during or after leaves of absence for illness or injury lasting more than five working days. The examination shall be paid for by the Borough.

ARTICLE 11

INSURANCE, HEALTH AND WELFARE

- A. The Borough shall supply to employees all necessary legal advice and counsel in the defense of charges filed against them in performance of duty, or the settlement of claims for false arrest, personal injury, death or property damage arising out of or in the course of their employment, and the Borough shall pay and satisfy all judgments against said employees from such claims, except for intentional or punitive awards. In the event the employee is charged with a criminal offense owing to this employment, he may retain an attorney of his choosing and the Borough shall pay reasonable attorney's fees and costs.
- B. Whenever police officers are required to use their personal vehicles in the scope of their employment, the Borough will assure that the police officer will not suffer economic damage for having to use his vehicle in the scope of his employment. Any such use of personal vehicles shall be authorized in writing by the Chief.
- C. Hospitalization. The Borough agrees to remain in the New Jersey State Health Benefits Program.
- D. Dental Insurance. The current Dental Insurance Plan shall be maintained.

E. PBA Members will effective January 1st, 2011, pay 10% of the cost of Health Insurance and Dental Insurance. These contributions shall be within and not in addition to, any statutory obligations an employee may have toward the payment of Health Insurance Premiums. Contributions should be deducted from an employee's regular paycheck and subject to the employer's Section 125 Plan for tax purposes only.

F. Employees may waive the right to Health Benefits in which case the Borough agrees to reimburse the employees 30% of the annual savings incurred for the Borough and will be paid in December of each year. Upon opting out of the Borough's insurance, employees may only re-enroll in health benefits upon being removed from their current provider.

ARTICLE 12

EDUCATIONAL INCENTIVE

A. Criminal Justice Degree

AA Degree	\$1,000 per year
BS Degree	\$1,500 per year
MS Degree	\$1,750 per year

B. Non-Criminal Justice Degree in Sociology, Psychology and Computer Service

AA Degree	\$500 per year
BA or BS Degree	\$750 per year
MA or MS Degree	\$875 per year

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

D. A \$500.00 annual stipend shall be provided to any police officer who obtains and keeps current an Emergency Medical Technician's (EMT) License.

ARTICLE 13

EXCHANGE OF DAYS OFF

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

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

ARTICLE 14

HOLIDAYS AND COMPENSATORY TIME AND PERSONAL DAYS

A. Holidays

1. Employees shall receive fourteen (14) holidays per year as additional vacation days.
2. If an employee works on any of the following designated holidays, he shall receive overtime at one and one-half times in cash in addition to the time off set forth in (1) herein.

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

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

B. Personal Days

1. Employees shall receive three (3) personal days.
2. Employees, at their option, may convert one sick day to a personal day.
3. Personal days may be utilized by employees without being required to provide a reason for the use of the personal days.
4. Forty-eight (48) hours notice of the use of personal days shall be required, except in the event of an emergency.

ARTICLE 15

CLOTHING ALLOWANCE AND CLOTHING MAINTENANCE ALLOWANCE

- A. Police officers will be provided with the sum of Seven Hundred Dollars (\$700.00) clothing maintenance allowance per year.
- B. Police officers shall receive up to Seven Hundred Dollars (\$700.00) clothing allowance per year when a voucher is produced, for the purchase of items include in list below:

5	Long sleeve shirts
5	Short sleeve shirts
3	Pair pants
1	Winter jacket
1	Summer jacket
1	Rain jacket
1	Rain cover for hat
1	Pair shoes
1	Hat
1	Duty belt
1	Belt
1	Tie
1	Night stick and holder (PR-24)
5	Academy sweatshirts
5	Short sleeve blue T-shirts
3	Sweatpants
3	Shorts
2	Nameplates
1	Tie clip
1	Baseball cap
4	Keepers
1	WT holder (belt)
1	Bulletproof vest

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

ARTICLE 16

BEREAVEMENT LEAVE

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

- B. Immediate family, for the purposes of this section, will be defined as follows: Parents, spouse, child, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren.
- C. One (1) day off will be granted any Police Officer for attendance at the funeral services of the employee's sister-in-law, brother-in-law, son-in-law and daughter-in-law or any other relatives residing in the immediate household of the police officer, and also an aunt, uncle, niece or nephew of the employee or his spouse, and also the spouse's grandparents. This day will be granted for the day of the funeral service.
- D. Reasonable verification of the event and the familial relationship must be submitted within five (5) days of the employee's return to work.

ARTICLE 17

MILITARY LEAVE

- A. Police Officers ordered to active duty by a component of the United States Armed Forces will be granted leave without pay for the period of such service.
- B. The Borough hereby agrees to grant military leave for training to Police Officers in accordance with New Jersey State Statute.
- C. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave.

ARTICLE 18

BULLETIN BOARDS

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

ARTICLE 19

GRIEVANCE PROCEDURE

- A. Definition

1. A "grievance" is a complaint about the interpretation, application, or alleged violation of policy, contract or administrative decision affecting an employee or group of employees. Disciplinary matters shall be subject to the grievance procedure.

B. Purpose

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

C. Procedure

1. Level One

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

2. Level Two

If the aggrieved person or group is not satisfied with the disposition of their grievance at Level One or if no answer has been rendered within three (3) days following its presentation, it shall be reduced to writing and submitted to their immediate supervisor.

3. Level Three

If not satisfactory agreement is reached within five (5) days, or if no written response has been received, the grievances shall be submitted to the Chief of Police.

4. Level Four

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

5. Level Five

Should no satisfactory settlement be reached at the Police Committee level or should no response be received within the specified fifteen (15) days, the Association may submit the grievance to arbitration. Selection of an Arbitrator shall be accomplished by utilizing the services of the American Arbitrator Association. The Arbitrator shall not change, limit, or modify

this Agreement in whole or in part, and the decision of the Arbitrator shall be binding. The cost of the Arbitrator shall be borne equally.

D. MISCELLANEOUS

1. All grievances filed must show the signature of the Association's designated Grievance Chairperson or President, except where the grievant is representing himself.

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

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

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

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

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

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

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

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

ARTICLE 20

ASSIGNMENTS AND REPORTING TIME

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

ARTICLE 21

POLICE EQUIPMENT

- A. All patrol vehicles shall be equipped for the officers' safety and comfort and will include, at minimum, air-conditioning, power windows and FM radio.
- B. All new employees shall be provided by the Borough with all equipment listed below:

5	Long sleeve shirts
5	Short sleeve shirts
3	Pair pants
1	Winter jacket
1	Summer jacket
1	Rain jacket
1	Rain cover for hat
1	Pair shoes
1	Hat
1	Duty belt
1	Belt
1	Tie
1	Night stick and holder (PR-24)
5	Academy sweatshirts
5	Short sleeve blue T-shirts
3	Sweatpants
3	Shorts
2	Nameplates
1	Tie clip
1	Baseball cap
4	Keepers
1	WT holder (belt)
1	Bulletproof vest
5	Books

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

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

ARTICLE 22

SAFETY AND HEALTH COMMITTEE

- A. The Association hereby agrees to create a Safety and Health Committee of its members.
- B. The Borough hereby agrees to designate administrative personnel to meet periodically with the Safety and Health Committee of the Association. These meetings shall take place as jointly scheduled by the Safety and Health Committee of the Association and the designee of the Borough.
- C. The purpose of the joint committee shall be to generate proposals and suggestions for the maintenance of high safety and health standards for the operation of the Department.

ARTICLE 23

QUALIFICATION OF EMPLOYMENT

- A. All minimum standards presently in effect for appointment to the position of Police Officers shall be maintained.
- B. There shall be no discrimination in the employment of Police Officers based upon race, color, sex, creed or national origin.

ARTICLE 24

DEFECTIVE VEHICLE

- A. It shall be the responsibility of each Police Officer to immediately report any defective vehicle to his immediate Supervisor.
- B. In the event appropriate Borough authorities determine that a vehicle is in an unsafe condition, said vehicle shall be removed from service and repaired.

ARTICLE 25

SPECIAL TRAINING AND SCHOOLING

- A. Special training shall be scheduled during working hours whenever practical.
- B. The Chief shall post all available schools and in-service training programs.

- C. Employees may apply to attend schools at the Borough's expense.
- D. The Borough must approve or deny the employee's request to attend the school within seven (7) days of the date of the request.

ARTICLE 26

SALARIES AND LONGEVITY

Salary % Increase over Prior Year	2007 - 2013 Contract							
	2006	2007	2008	2009	2010	2011	2012	2013
		3.50%	3.50%	3.25%	3.25%	2.00%	2.00%	2.00%
Hire Prior to 01/01/97								
Captain	\$97,423	100,833	104,362	107,754	111,256	113,481	115,751	118,066
Lieutenant	\$92,078	95,301	98,637	101,843	105,153	107,256	109,401	111,589
Sergeant	\$88,675	91,779	94,991	98,078	101,266	103,291	105,357	107,464
Senior Patrolman	\$84,410	87,364	90,422	93,361	96,395	98,323	100,289	102,295
Chief Investigator	\$750	750	750	750	750	750	750	750
Hired 01/01/97-01/01/03								
Captain	\$97,423	100,833	104,362	107,754	111,256	113,481	115,751	118,066
Lieutenant	\$92,078	95,301	98,637	101,843	105,153	107,256	109,401	111,589
Sergeant	\$88,675	91,779	94,991	98,078	101,266	103,291	105,357	107,464
Senior Patrolman	\$84,410	87,364	90,422	93,361	96,395	98,323	100,289	102,295
Chief Investigator	\$750	750	750	750	750	750	750	750
Patrolman Year 6	\$78,660	81,413	84,262	87,001	89,829	91,626	93,459	95,328
Patrolman Year 5	\$74,091	76,684	79,368	81,947	84,610	86,302	88,028	89,789
Patrolman Year 4	\$64,359	66,612	68,943	71,184	73,497	74,967	76,466	77,995
Patrolman Year 3	\$54,881	56,802	58,790	60,701	62,674	63,927	65,206	66,510
Patrolman Year 2	\$40,760	42,187	43,664	45,083	46,548	47,479	48,429	49,398
Patrolman Year 1	\$35,755	37,006	38,301	39,546	40,831	41,648	42,481	43,331
Hired after 01/01/2003								
Captain	\$97,423	100,833	104,362	107,754	111,256	113,481	115,751	118,066
Lieutenant	\$92,078	95,301	98,637	101,843	105,153	107,256	109,401	111,589
Sergeant	\$88,675	91,779	94,991	98,078	101,266	103,291	105,357	107,464
Senior Patrolman	\$84,410	87,364	90,422	93,361	96,395	98,323	100,289	102,295
Chief Investigator	\$750	750	750	750	750	750	750	750
Patrolman Year 7	\$78,660	81,413	84,262	87,001	89,829	91,626	93,459	95,328
Patrolman Year 6	\$71,510	74,013	76,603	79,093	81,664	83,297	84,963	86,662
Patrolman Year 5	\$64,359	66,612	68,943	71,184	73,497	74,967	76,466	77,995
Patrolman Year 4	\$57,208	59,210	61,282	63,274	65,330	66,637	67,970	69,329
Patrolman Year 3	\$50,057	51,809	53,622	55,365	57,164	58,307	59,473	60,662
Patrolman Year 2	\$42,907	44,409	45,963	47,457	48,999	49,979	50,979	51,999
Patrolman Year 1 (Probationary)	\$35,755	37,006	38,301	39,546	40,831	41,648	42,481	43,331

Longevity Beginning through	2007 - 2013 Contract							
	2006	2007	2008	2009	2010	2011	2012	2013
Yr 4 thru 7	1,675	1,675	1,675	1,675	1,675	1675	1675	1675
Yr 8 thru 11	2,500	2,500	2,500	2,500	2,500	2500	2500	2500
Yr 12 thru 15	3,875	3,875	3,875	3,875	3,875	3875	3875	3875
Yr 16 thru 19	4,900	4,900	4,900	4,900	4,900	4900	4900	4900
Yr 20 thru 23	6,050	6,050	6,050	6,050	6,050	6050	6050	6050
Yr 24 thru 27	6,950	6,950	6,950	6,950	6,950	6950	6950	6950
Yr 28	7,250	7,250	7,250	7,250	7,250	7250	7250	7250

ARTICLE 27

BILL OF RIGHTS

- A. Employees covered by this agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of portion of the police powers of the municipality.
- B. The wide-ranging powers and duties given to the Department and its members involves them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
1. The interrogation of an employee shall be at a reasonable hour, preferable when Member of the force is on duty.
 2. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.
 3. The questions shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
 4. The employee shall not be subject to any offensive language, nor shall he or she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
 5. If an employee is under arrest or is likely to be; that is, if he is a suspect or the target of a criminal investigation, he shall be given rights pursuant to the current decisions of the United States Supreme Court.

6. In all cases and every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for an employee, if he so requests, to consult with council and/or his P.B.A. representative(s) before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.
- C. Members of the Police Department shall be allowed to utilize briefcases to store and/or carry such items of equipment as facilitates the performance of their police duties. These briefcases are subject at all times to inspection by the Chief of Police or his designee.
- D. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Borough Police Department, the Borough Administrator and the Mayor and Council.

ARTICLE 28

TIME OFF FOR BROTHER OFFICERS KILLED IN THE LINE OF DUTY

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

ARTICLE 29

FITNESS FOR DUTY EXAMINATIONS

The Borough has the right to require its officers to complete an annual Fitness for Duty Exam. Any member scheduled for an exam by the Borough shall receive at least 21 days advance notice. If said officer is not provided the requisite advanced notice, he/she shall not be required to attend same and shall be rescheduled. Moreover, in the event that blood or urine samples are to be drawn from any officer as part of such exam, two samples shall be drawn, one for testing purposes and one for future testing, if necessary, in the event of any "false positives" with respect to the first sample. The drawing and preservation of the second sample shall be at the Borough's expense.

ARTICLE 30

SEPARABILITY AND SAVINGS

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

ARTICLE 31

EXTENSION OF CONTRACT AGREEMENT

In the event that the Borough and the Association have not, by December 31, 2013, agreed upon the terms and conditions of employment of the Police Officers for the contract period commencing January 1, 2003, then the terms and conditions of this contract of employment will remain in full force and effect, without prejudice, until the negotiation, consummation and execution of said later contract.

ARTICLE 32

DISCHARGE AND DISCIPLINE

- A. No Police Officer will be disciplined or discharged except for just cause.
- B. No Police Officer will be disciplined or called to a meeting that would result in discipline without an Association representative or employee's attorney present.
- C. The Borough will notify the Association in writing of any discharge or suspension within three (3) days (excluding weekends and holidays) after the Police Officer is discharged or suspended.
- D. No hearing will take place without the Association being first notified and the Police Officer must be given sufficient time to retain counsel, no less than five (5) days excluding weekends and holidays.
- E. Written Reprimands

A written reprimand must be served upon the Police Officer within fifteen (15) days of the occurrence for which the reprimand is being given. The Police Officer will retain the right to appeal a written reprimand.
- F. Oral Reprimands

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

ARTICLE 33

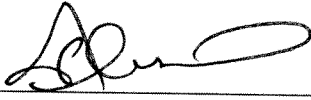
DURATION OF AGREEMENT

This agreement will be effective as of January 1st, 2007 and will terminate on midnight December 31, 2013. Proposals for a successor agreement shall be submitted on a date acceptable to both parties


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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Rumson, New Jersey, on this 14 day of December, 2010.

ATTEST:



BOROUGH OF RUMSON

BY: 

ATTEST:



RUMSON P.B.A.

BY: 
