

**AGREEMENT
BETWEEN
THE BOROUGH OF SPOTSWOOD
AND
PBA LOCAL NO. 225**

JANUARY 1, 2011 through DECEMBER 31, 2013

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ARTICLE 1

AGREEMENT - PREAMBLE - RECOGNITION

This Agreement entered into this 15 day of MAY, 2012 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 the **Policemen's Benevolent Association, Local 225**, duly appointed representative of the Police Department of the Borough of Spotswood, excluding the Chief of Police and Captain of Police, 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, **2011** until December 31, **2013**.

ARTICLE 2

RANK AND SALARY

A. Within the Police Department of the Borough of Spotswood there shall be designated the following ranks and salaries as per the following schedule, and all steps shall be annual in duration from date of hire.

<u>Hired After</u> <u>09/01/00</u>	<u>Hired Prior</u> <u>To 09/01/00</u>	<u>Effective</u> <u>01/01/11</u>	<u>Effective</u> <u>07/01/12</u>	<u>Effective</u> <u>01/01/13</u>
Patrolman				
Step 1		\$40,482	\$41,292	\$42,118
Step 2		\$47,876	\$48,834	\$49,811
Step3	Step 1	\$55,273	\$56,378	\$57,506
Step 4	Step 2	\$75,701	\$77,215	\$78,759
Step 5	Step 3	\$81,867	\$83,504	\$85,174
Step 6	Step 4	\$88,030	\$89,791	\$91,587
Step 7	Step 5	\$94,197	\$96,081	\$98,003
Sergeants		\$101,181	\$103,205	\$105,296
Lieutenants		\$109,103	\$111,285	\$113,511

B. SENIOR PATROLMAN

There will be a rank of Senior Patrolman for those Patrolmen having completed ten (10) years of Police Service and successful attainment of Step 5/Step 7 in the salary compensation as listed above. A name plate will be worn on the uniform and an additional Five Hundred Dollars (\$500.00) will be added to the base salary, for those

affected by this provision.

C. The Police Department of the Borough of Spotswood is considered to be subject to on call status, 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 base wage plus longevity shall reflect a schedule not to exceed:

1. Eight (8) hours per day.
2. A total average of one hundred sixty (160) hours per twenty-eight (28) day schedule, unless called upon to perform duties in excess of same, for which compensation shall be paid according to the schedules set forth herein.

D. Work day and work week shall exclude all hours worked in excess of eight (8) hours in any twenty-four (24) hour period. Overtime shall be paid for the excess hours worked. Overtime shall also be paid if an Officer is required to work in excess of forty (40) hours per week.

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

F. 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 Association will be informed of the reason and given the estimated date payment will be made.

ARTICLE 3

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.

- A.** 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 herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this agreement.
- B.** With respect to Employee grievances, no grievance may proceed beyond Step 1 herein unless it constitutes a controversy 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 1 here.
- C.** The following grievance procedure will be implemented within the Police

Department of the Borough of Spotswood:

Step 1 - The Grievance shall be reduced to written form by the aggrieved Employee stating the section of the Agreement violated and explaining the grievance in detail and remedy sought.

Step 2 - The Employee and/or Association representative shall present the written grievance to the aggrieved Employee's immediate supervisor. The parties agree to make every effort to settle the grievance promptly at this level.

Step 3 - A grievance remaining unresolved to the Employee's or Association's satisfaction shall be forwarded to the Captain of Police automatically unless withdrawn by the aggrieved Employee or Association.

Step 4 - A grievance remaining unresolved shall be forwarded to the Chief of Police. The Chief of Police shall conduct a meeting with the aggrieved Employee and Association representative/s to resolve said grievance.

Step 5 - Should the grievance not be resolved, the aggrieved Employee and/or Association shall present the grievance to the Mayor of the Borough of Spotswood or his/her designee for his/her action. The Mayor or his/her designee shall reply in writing to the aggrieved Employee and/or Association. If the grievance is still unresolved to the satisfaction of the aggrieved Employee or Association, the Association shall determine to seek a final settlement through binding arbitration, pursuant to the rules and regulations of the Public Employment Relations Commission (PERC). The costs for such 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.

D. The Association may file a grievance at any time for the Association or an individual member of the Association. Said grievance shall be reduced to written form identifying the contract article alleged to be violated, the facts of the grievance available and the remedy sought. This grievance may be presented at any step within the grievance procedure. The purpose of this section is to bypass the steps within the grievance procedure in order to eliminate those who have no jurisdiction to decide the issues or render a remedy to the aggrieved parties involved.

- E. The parties direct the Arbitrator to decide, as preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.
- F. 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/her involved in the grievance. 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. The decision of the Arbitrator shall be final and binding.
- G. Any Employee or group of Employees may present a grievance at any time.
- H. When a grievance has been initiated, the Supervisor being presented with the grievance shall make all efforts to satisfy all persons concerned.
- I. Any Employee or group of Employees instigating a complaint or grievance may have a representative chosen by them to be present during the hearings at any step of the grievance procedure.
- J. No step of this procedure shall exceed ten (10) working days. If, after ten (10) days, the Employee does not receive a written reply to his/her grievance, it shall

automatically be assumed that the grievance has been denied and the grievance shall be considered released for the presentation to the next step in the procedure.

K. 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 grievance prevented filing within (15) days.

ARTICLE 4

LONGEVITY

A. Longevity shall be converted to flat dollar amount for all employees who were eligible for and received a longevity payment in 2011. This flat dollar amount shall be frozen at the dollar amount the employee received in 2011. Longevity shall not be increased by any future wage percentage increase.

B. Employees hired on or after January 1, 2011, or any officer not currently receiving longevity as of January 1, 2011, shall not be eligible for longevity payments.

ARTICLE 5

EXTRA PAY FOR OVERTIME

Overtime for extra pay compensation is considered to be the performance of duty beyond the normal work day or work week wherein a member of the Police Department is required to perform such duties through his/her Superior Officer unless herein excepted, and shall be predicated upon the following conditions.

A. Court appearances in any court for the purpose scheduled beyond the average work day and not within the period of time in which the particular Officer is scheduled for his/her 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 the time of departure to the time of return to the point of origin. Point of origin shall in most cases be considered as Spotswood Police Headquarters. This shall include, but not be limited to, the required appearances in criminal court, quasi-criminal, or civil litigation hearings.

1. Overtime will not be paid to any officer attending disciplinary and/or administrative hearings, unless the officer's attendance at a disciplinary and/or administrative hearing is required and directed by the Borough of Spotswood.

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. All court appearances which occur during the Employee's work tour shall be exempted from the provisions of this article.

- C.** In the event of an emergency or for any reason which would require the continuance of a particular member to remain at his post or such other post as may be assigned to him, notwithstanding the fact that his/her particular shift be at an end, he/she shall receive overtime compensation for such a period required to complete the whole or in part the duty assigned to him/her, regardless of whether or not ordered to do so. It is expected, however, that overtime work, unless directed by the Superior Officer 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.
- D.** If and when a particular Officer is required to complete paperwork, either by use of a 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.
- E.** In determining the duty assigned or ample opportunity to complete the assignment, it must be considered the interruptions and 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/her.
- F.** Overtime payment shall be made in all cases on the basis of one and one-half ($1\frac{1}{2}$) times the normal current hourly wage. However, a grace period of fifteen (15)

minutes before the designated tour of duty within a shift is acknowledged.

G. Overtime pay at the rate of one and one-half ($1\frac{1}{2}$) times the Employee's regular rate will be paid for any one (1) 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 one hundred sixty (160) hours in a twenty-eight (28) day work cycle. All hours an Employee is forced to work in excess of forty (40) hours per week.
2. 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 ($3\frac{1}{2}$) times shall be paid for all overtime hours worked on a holiday.
3. 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/her last shift worked, except when the short time between work periods results from the Employee working hours beyond and in addition to his/her last scheduled shift.
4. 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/her regular rate (straight time) or, any Police Officer who elects to work a double shift, sixteen (16) straight hours shall receive four (4) hours pay at his/her regular straight time rate of pay, EXCEPT when such change is made under any of the following circumstances:
 - 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.
5. When more than one (1) overtime rate is applicable, only the highest applicable rate will be assigned.
6. Overtime pay at the rate of one and one-half ($1\frac{1}{2}$) times the Employee's regular

rate will be paid for all hours worked in excess of six (6) consecutive days unless this is done at the Employee's choice.

7. 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 only if the Employee is required to work the seventh day.

H. No Police Officer shall be compelled to work more than twelve (12) hours in any twenty-four (24) hours 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/she 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.

I. 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.

J. 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 the sum of one-half ($\frac{1}{2}$) his/her hourly rate for every hour that he/she is on stand-by. The member shall remain on stand-by until notified otherwise by his/her superior, or until he/she shall report for full duty.

K. 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.

L. Whereas Department members assigned to the Detective Bureau are on stand by for calls twenty-four (24) hours a day and alternate weekends, any member of the Department who is assigned to weekend Detective stand-by duty shall receive one and one half (1½) hours pay at time and one half (1½), for each day of weekend stand-by duty. The amount shall be payable in the next regular paycheck.

ARTICLE 6

HOLIDAYS

A. The following holidays shall be observed and compensation therefore has been included in the base salary.

1.	New Year's Day	Actual Day
2.	Martin Luther King Day	Actual Day
3.	President's Day	Actual Day
4.	Good Friday	Actual Day
5.	Memorial Day	Observed Day
6.	Independence Day	Actual Day
7.	Labor Day	Actual Day
8.	Columbus Day	Observed Day
9.	Election Day	Actual Day
10.	Veteran's Day	Observed Day
11.	Thanksgiving Day	Observed Day
12.	Day after Thanksgiving Day	Actual Day
13.	Christmas Day	Actual Day

B. SPECIAL HOLIDAYS

Any special holiday declared by the President of the United States, Governor of New Jersey, or the Mayor of Spotswood which is benefited by other Employees of the Borough of Spotswood shall give Officers similar time off. However, any snow day declared by the Borough, which results in other employees being given the day off on account of snow, will not result in an additional day off for Officers, whether working or not on the snow day declared.

ARTICLE 7

CLOTHING ALLOWANCE

A. Clothing allowance shall be paid at the rate listed below and shall be paid directly to each member during January of each new year and maintenance allowance shall be paid directly to each member during April of each new year. In the case of an Employee's retirement year, said clothing allowance and maintenance shall be prorated in accordance with actual months worked.

CLOTHING	\$900.00
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MAINTENANCE	\$350.00
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- B. Probationary members of the Police Department who have not been members of the Police Force prior to such probation shall receive an initial clothing issue as prescribed in this Article. The cost of said clothing issued shall be the current cost of such clothing and 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 Department regulations.
- D. The Borough of Spotswood will be responsible for paying any damages to an Officer's uniform, which occurs during the performance of his/her normal duties.
- E. 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 sanitation procedures necessary to prevent further infestation or exposure to others to include the Officer's person, clothing, personal automobiles, home and family.

F. The following clothing list shall apply to all new members of the Police Department and shall be provided by the Borough as required.

1. (2) two pair of uniform pants
2. (2) two pair of long sleeve shirts
3. (2) two pair of short sleeve shirts
4. (1) one pair of uniform shoes
5. (1) one hat (trooper) - spring and summer
6. (1) one hat (winter)
7. (1) uniform leather coat
8. (1) uniform spring/summer jacket
9. (1) uniform rain coat with rain cover
10. (1) BDU with summer polo
11. (1) uniform riot helmet w/face shield
12. (1) one pair of winter gloves
13. (1) pair of white formal gloves
14. (2) two uniform ties
15. (1) one uniform tie bar
16. (1) one belt, plain 2 inches
17. (1) one belt, plain 3 inch gun
18. (4) four belt keepers
19. (1) one belt buckle
20. (1) one hand cuff case
21. (1) one set of hand cuffs
22. (1) one PR-24 baton
23. (1) one baton holder
24. (1) one flash light holder
25. (2) two On/Off duty weapon holsters
26. (1) one uniform ammunition holder
27. (2) two uniform breast badges
28. (2) two uniform collar "S.P.D."
29. (2) two uniform hat badges
30. (1) one bullet proof vest
31. (1) one hat baseball uniform issue

32. (1) one riot baton - 36 inch wood

The above items listed in this Article shall be required by the Borough to issue to all Officer upon employment. After the initial issue it shall be the Employee's responsibility to maintain all items issued subject to the terms and conditions of this Agreement.

ARTICLE 8

SICK LEAVE

- A.** Sick leave shall accrue for regular full time Employees at the rate of one and one quarter (1¼) days per month during the first calendar year of employment, and one and one quarter (1¼) working days per month in every calendar year of employment thereafter, and shall accumulate year to year. Employees hired on or after January 1, 2011 will be capped at 12 sick days per year, and any unused sick days shall accumulate 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. Sick leave may be used by an Employee for illness in his/her immediate family, which requires the Employee's attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries. For the purpose of this paragraph, immediate family shall mean spouse, child, parent, or unmarried brother, sister, relative or dependent person living under the same roof.
- C.** An Employee who is absent for reasons that entitle him/her to sick leave shall notify his/her 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, and may

constitute cause for disciplinary action.

D. A certificate shall be required as proof of need for the Employee's leave due to illness after (3) consecutive sick days of sick leave, or after ten (10) days of sick leave accumulated within one (1) calendar year.

E. The Chief of Police or his/her designee may at any time require proof of illness of any 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 the 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 provisions J.1-2 listed below.

- J. Article 8 - 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 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 9

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/her duties, then, in addition to any sick leave benefits otherwise provided for herein, he/she shall be entitled to full pay for a period of up to one (1) year, upon compliance with and in accordance with the terms and conditions 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 action 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/her 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 Workman's Compensation Report. Failure to file a report on 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 from a physician designated by the insurance carrier or the Borough Physician that he/she 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/her personal physician and the Borough physician and/or insurance carrier physician. The decision of the third physician, shall decide the Employee's 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/her duties for the additional time period.

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/her 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 10

BEREAVEMENT LEAVE

- A.** Leave of absence by reason of death in the immediate family of the member shall be granted as five (5) consecutive working days, the day of the funeral being one (1) of the five (5) days. Immediate family shall include spouse, child or spouse's child, parent or spouse's parent, grandparent or spouse's grandparent, brother/sister or spouse's brother/sister, or other relative living under the same roof.
- B.** 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, great grandparent, niece or nephew (child of a brother or sister). 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.
- C.** Reasonable verification of the event may be required by the Employer and shall not be requested in an arbitrary or capricious manner.

ARTICLE 11

PERSONAL DAYS

A. It is further agreed between the parties to this Agreement that each member of the Spotswood Police Department, shall be entitled to personal days off with full pay, and said personal days not be accumulative.

1. Employees shall receive personal days under the following schedule:

- a. A new Employee hired BEFORE June 30th of the first calendar year of employment shall receive two (2) personal days for that calendar year.
- b. A new Employee hired AFTER June 30th of the first calendar year of employment shall receive one (1) personal day for that calendar year.
- c. Three (3) days during second calendar year of employment.
- d. Four (4) days during third calendar year of employment .
- e. Five (5) days each year of employment from fourth calendar year of employment and thereafter.

2. In steps 1C through 1E above, the Employee will be entitled to their personal days on January 1st of the new calendar year (and those days will not be pro-rated based on anniversary date of employment).

3. In recognition of the above schedule wherein, these personal days are provided in advance of the Employee's actual anniversary date of hire, those Employees who leave the Department's employment prior to retirement are not eligible for pay-out of unused personal days.

B. In the event of an emergency in which personal leave is requested, the Officer

shall notify their Supervisor or the Supervisor on duty as soon as possible but not less than one (1) hour prior to their scheduled reporting time. An emergency shall be defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action. The Employee will be required to divulge the nature of the emergency before the emergency personal day is authorized.

C. 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 PBA 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 12:00 am to 12:00 am.

D. Any member asking for leave, with or without pay, for whatever reason he/she may think it necessary, may be passed upon and approved by the Mayor and the Superior Officer of the Department.

E. Personal days must be used in the year earned or they will be forfeited, unless a request to carry unused personal days into the next year is granted by the Chief of Police, whose decision shall not be grievable.

F. The Borough recognizes that the nature of a personal day is intended to be used by Employees to attend personal business, attend to illness/injury to members of his/her

immediate family or for leisure time and it is for these like purposes personal days may be granted. However, it is agreed and understood that emergency personal days are not for leisure time or recreational activities.

G. The Borough recognizes that during the term of this Agreement and during the Fixed- Shift Schedule, only one (1) member from each shift shall be granted a personal day regardless whether overtime is incurred.

ARTICLE 12
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 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 Dollars (\$12,000.00) computed upon the Employee's current rate of pay at the time of retirement.
- B.** An Employee terminating his/her employment for any reason other than retirement under the PFRS or upon death or involuntary termination by the Borough shall not be reimbursed for any unused accrued sick leave. In the event an officer is killed in the line of duty or dies while employed by the Borough as a police officer and before retirement, terminal leave benefits under this Article shall be paid to his/her survivors.
- C.** At the Employee's option, terminal leave shall be paid in one (1) 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.

D. 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.

E. The Borough and this Association recognize that the Employees of this Association are entitled to certain benefits compensable at the beginning of each calendar year. Therefore, all Employees of this Association, upon full retirement, shall be entitled to all unused vacation time as prescribed in this Agreement. All time related benefits (total vacation time), shall be converted into a cash payment at the Employee's current rate of pay, and payable upon retirement.

ARTICLE 13
PROMOTIONS

- A.** All promotions occurring within the Police Department will be based upon seniority and merit.
1. Considering merit, consideration will be given to past job performance, ability, education and initiative.
 2. No member of the Police Department shall be promoted or hold a superior rank until he/she has served at least three (3) years in the Department.
- B.** This Article 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. This Article does not include temporary assignments not including pay raises.
- C.** All promotions which result in increased salary or benefits shall be made by competitive examination under the following scoring process:
1. A written examination to be given by the Chief's of Police Association and the written examination to be worth ten (10) percentage points of the final score.
 2. An oral interview be given and scored by the Chief's of Police Association and the result of that interview be worth forty (40) percentage points of the final score.
 3. A personnel records review be conducted by the Mayor, Business Administrator, Spotswood Chief of Police and two (2) members of the Chief's of Police Association on each candidate and scored accordingly:

- A. Police Training/Schools
College Credits
Special Assignments Five (5) Percentage Points
- B. Awards, Commendations Five (5) Percentage Points
- C. Attendance Five (5) Percentage Points
- D. Disciplinary Action Ten (10) Percentage Points
- E. Evaluation/Productivity Twenty (20) Percentage Points
- TOTALING Forty-Five (45) Percentage Points
- 4. Seniority Up to Five (5) Percentage Points
 - A. 3 thru 10 Years of Police Service Three (3) Percentage Points
 - B. 11 thru 15 Years of Police Service Four (4) Percentage Points
 - C. 16 Years or More of Police Service Five (5) Percentage Points

5. The result of each phase of the test will be made available to the Officers taking any such tests.

D. 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 14

VACATION

A. All personnel hired AFTER January 1, 1993 and before January 1, 2011, will be granted leave with pay based on the following schedule:

1. A new Employee shall receive one (1) eligible vacation day for each month worked, with a maximum of ten (10) vacation days, until December 31st of the calendar year in which he/she is hired.
2. In the second and third calendar year of employment, ten (10) vacation days.
3. In the fourth through tenth calendar years of employment, twenty (20) vacation days.
4. In the eleventh through twentieth calendar year of employment, twenty-five (25) vacation days.
5. In the twenty-first calendar year of employment and thereafter, thirty (30) vacation days. Employees hired BEFORE January 1, 1989 shall be eligible for thirty (30) vacation days upon fifteen (15) years of service.

B. All personnel hired on or after January 1, 2011, will be granted leave with pay based on the following schedule:

1. A new Employee shall receive one (1) eligible vacation day for each month worked, with a maximum of ten (10) vacation days, until December 31st of the calendar year in which he/she is hired.
2. In the second through sixth calendar year of employment, ten (10) vacation days.
3. In the seventh through fifteenth calendar years of employment, fifteen (15) vacation days.
4. In the sixteenth calendar year of employment and thereafter, twenty

(20) vacation days.

- C.** In recognition of the above schedule wherein these vacation days are provided in advance of the Employee's actual anniversary date of hire, those Employees who leave the Department's employment prior to retirement are **NOT** eligible for pay-out of unused vacation days.
- D.** Employees who become eligible for an additional week of vacation during the calendar year shall receive additional vacation based upon the following schedule:
1. One additional day for each month worked between the Employee's anniversary date and December 31, up to a maximum of five (5) days.
 2. Employees hired on or before the fifteenth (15th) of the month will be given credit for the full month.
- E.** 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 the months of JUNE, JULY, and AUGUST. There are 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 Employee's immediate Supervisor.
- F.** Vacation day/week choices shall be based on rank and seniority within each rank. There shall be two (2) lists of the members of the Police Department. The first list shall consist of all ranking Officers excluding the Chief of Police, Captain and members

of the Detective Bureau, in order of seniority. The second list shall consist of all non-ranking Officers in order of seniority. There shall be allowed as least one (1) member from each list on vacation at one time.

G. Employees may elect payment at their regular rate of pay for vacation weeks not taken and worked, but Employees must take at least ten (10) 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 hired on or after January 1, 2011 shall be permitted to elect payment for five (5) vacation days at their regular rate of pay for vacation not taken and worked so long as the employees have taken at least ten (10) days of vacation during the year.

H. Employees receiving at least twenty (20) vacation days per year may carry over to the next year ten (10) individual days or two (2) weeks not taken during the previous vacation year.

I. The current practice of scheduling vacations either fronting or backing weekends shall be continued.

ARTICLE 15

INSURANCE

- A.** All members of the Police Department after sixty (60) days from time of appointment will be covered by the following medical insurance plan:
1. As July, 31, 2011, the New Jersey State Health Benefits Plan ("SHBP"), with the NJDIRECT 15 Plan as the base plan. Any employee electing to enroll in a different Plan offered by the SHBP, which has higher premium costs, must pay the difference between the NJDIRECT 15 and the higher cost plan selected.
- B.** The Borough may offer an incentive program for Employees who wish to drop dependent coverage. This program will be strictly voluntary. Said Employee can leave this incentive program at any time consistent with the enrollment requirements as per applicable state insurance regulations.
- C.** 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.
- D.** 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.
- E.** The Borough shall pay full cost for medical insurance coverage for retirees and

their spouses and children normally covered. The Borough agrees that there shall be no diminution of medical insurance coverage for retirees, their spouses and children. Provisions of this benefit shall be governed by applicable State statutes regarding such coverage.

F. 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 two (2) years from the date of death.

G. 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 over.

H. All Employee deductions required by this Agreement shall be deducted monthly from the member's pay check.

I. The Borough reserves the right to change insurance carriers or institute a self-insurance program as long as the same or substantially similar benefits are provided. Plan administration shall be given due weight when determining plan and coverage similarity. It is acknowledge that prior to any such change the Borough will consult with the PBA and will consider suggestions and analysis of said changes as submitted by PBA.

J. All members of the Police Department from time of their employment are covered by the following liability insurance under the Middlesex County Municipal Joint Insurance Fund:

1. False Arrest coverage\$5,000,000.00
2. Professional liability\$5,000,000.00

K. Effective July 31, 2011, all Employees covered by this Agreement and receiving health benefits through the Borough shall contribute 2% of base salary toward the cost of their health insurance benefits, or the amount required by Public Law 2011, Chapter 78, whichever is greater. The Employer agrees to set up a Section 125 Plan to enable the contributions be paid pre-tax.

ARTICLE 16

PERSONAL SAFETY AND EQUIPMENT

A. PERSONAL SAFETY.

1. At no time and under no circumstances shall a Police Officer of the Borough of Spotswood be required to perform his/her duties unassisted, singly, or alone. A minimum of two (2) Patrol Officers shall be required on each shift and on patrol. This shall be accomplished by either having two (2) cars patrolling with one (1) Officer in each or by having two (2) Officers in one (1) patrol vehicle.
2. The Borough will continue to provide a suitable parking area at Police Headquarters. Parking areas shall be paved and spaces designated for the use of PBA members' cars.
3. Officers who are ordered or respond by virtue of circumstances to the aid of Police Officers of neighboring communities shall be fully protected and covered by all applicable health, life and other insurance 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.
4. The Borough of Spotswood and PBA Local 225 agree that this Article is entered into as "good faith" agreement whereby the parties agree not to take an unfair advantage of the other party, and there is an honest and sincere intention to fulfill one's obligations.

B. EQUIPMENT.

1. The Borough will provide each marked or unmarked patrol vehicle used for general patrol by uniformed Officers with a protective prisoner cage for the prisoner's safety as well as the Police Officers.

2. No Police Officer shall be required to operate any unsafe equipment. Whenever a Police Officer believes he/she has been assigned to use a piece of equipment which is unsafe for its intended use, he/she shall immediately report the same to his immediate Supervisor. If the immediate Supervisor determines the equipment is unsafe for its intended use, the Officer assigned said equipment shall not be obligated to use said equipment until it has been certified safe by a competent authority.

3. The Borough agrees that the PBA shall be a member of a committee, when such a committee is formed, that has a direct influence concerning the equipment, health, safety, or welfare of its members. The Borough shall, in all cases, consider the recommendations and specifications submitted by such member.

4. The Borough will provide in appropriate police vehicles electronic locking devices to allow the safe storage of weapons.

ARTICLE 17

COMPENSATION FOR USE OF PERSONAL AUTOMOBILES

A. Any member of the Police Department who shall be required to use his/her personal auto for Police use shall be compensated in the amount approved annually by the Internal Revenue Service 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 any schools, courts, *etc.*

B. When a Police Officer is required to use their personal vehicle for Police purposes, such as surveillance, patrol, stake-out, the Borough shall reimburse the Officer for any damages done to the vehicle as a direct result of the assigned duty.

ARTICLE 18

PBA EXPENSES AND OFFICE

- A.** The Borough shall allow the State delegate one (1) day off (with pay), per month to attend State PBA meetings if such meeting occurs on a regularly scheduled work day.
- B.** The Borough shall allow the PBA President one (1) day (with pay), off per month to attend the State PBA Meetings providing **NO** overtime will be incurred as a result of his attendance. The PBA agrees that the PBA President will forego the meeting and report for work if overtime is required to fill shift.
- C.** The Borough agrees to furnish to the Association a suitable location in Police Headquarters for office space for the exclusive use of the Association. The location and size of such office space shall continue to be designated by the Borough and may be changed by the Borough upon prior notification to the Association. The Association therefore agrees that the Borough maintains the right to access without notice under emergency conditions and has the right to periodically inspect this space for maintenance on condition that a prior twenty-four (24) hour notice is given to a Board member and the Association has the opportunity to have a representative in attendance during inspection.

- D.** The Delegate shall be allowed to alter his/her working schedule with the approval of the Chief of Police or his/her designee so as to be able to attend the bi-monthly meetings of the Tri-County PBA.
- E.** The PBA 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, PBA or Department. The Borough is obligated to provide any and all information or records, that is necessary, or deemed necessary by the PBA for the completion of such grants or funds. The Borough is further obligated to provide all support for the PBA inclusive of the Business Administrator's services to respond to questions of the membership.
- F.** The PBA Delegate shall be provided with sixteen (16) hours *per annum* in the aggregate for the purpose of attending County Conference meetings.
- G.** The Borough shall print, or cause to be printed, a full amended copy of each new contract between the Borough and the PBA, and shall distribute such copies to each member of the PBA within forty-five (45) days of ratification of the contract by membership of the PBA. Costs of such printing and distribution shall be borne solely by the Borough.

ARTICLE 19

DETAILING OF EMPLOYEES

- A.** To assure the orderly performance and continuity of services, the Police Department may elect to temporarily upgrade officers on an acting basis to positions of higher rank, for the purpose of this Article, it is understood that temporary upgrading may be authorized and made in order to fill or compensate for temporary positions vacancies, which may exist for the following reasons: A position is permanently vacant due to death, retirement or demotion. A position is temporarily vacant, although permanently filled, because the superior officer is currently assigned to it is on approved leave of absence (*i.e.*, vacation leave, sick leave, duty injury leave, military leave, educational leave, maternity leave, or other type of temporary leave of absence).
- B.** It shall not be the intent of the Borough nor the Police Administration to circumvent or avoid the normal appointment or promotion process, and therefore the Borough agrees that it shall not use temporary upgrading for this purpose. In the same regard, the Borough shall make every possible and reasonable effort to fill position vacancies in a most expeditious manner, and to keep the need for such temporary upgrading to a minimum.
- C.** The selection of an Officer for temporary upgrading shall be made from within the same duty shift that the temporary position vacancy occurs.

- D. No Officer shall be temporarily upgraded more than one (1) rank, and all Officers shall have the option to refuse temporary upgrading without prejudice when it is offered.
- E. When Police Officers are temporarily upgraded to an acting position they shall receive the rate of pay for that higher rank immediately.
- F. **WORKING OUT OF CLASSIFICATION:** In accordance with the above, any Officer who assumes the position of a shift supervisor, for any reason, for more than three (3) days at a time thereafter, the Officer assuming that position of shift supervisor shall be compensated with temporary upgraded pay immediately. It is further understood, that the Officer temporarily upgraded shall receive the upgraded pay retroactive to the first day of assuming that position. It shall be further understood this temporary upgrading shall not be compensable when the shift supervisor is off during his/her normal days off, vacation time or short term illness.

ARTICLE 20

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/his absence, the dependent children or, in their absence according to the laws of intestacy.

ARTICLE 21

SAVINGS CLAUSE

- A.** 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.
- B.** All conditions or provisions beneficial to employees now in effect which are not specifically provided for in this Agreement or which have not been replaced by provisions of this Agreement shall remain in effect for the duration of this Agreement, unless mutually agreed otherwise between the Employer and the Association.
- C. **Conflicting Ordinances and Resolutions:**** The Borough agrees to modify existing Ordinances and/or Resolutions to conform to the existing terms and conditions of this contract.

ARTICLE 22

MANAGEMENT RIGHTS

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. The executive management and administrative control of the Borough Government and its properties, facilities, and its Employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
2. To make rules of procedure and conduct, to use improved methods of equipment, as well as duties, to decide the number of Employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the Employees to require compliance by the Employees is recognized as long as not conflicting with this Agreement.
4. To hire all Employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain Employees in positions within the Borough.
5. To suspend, demote or take any other appropriate disciplinary actions against any Employee for just cause according to law.

6. Nothing contained herein shall prohibit the Borough from contracting out any work.
7. To lay off Employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
8. To hire civilians as dispatchers.

B. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under *R.S. 40A1-1 et seq.* or any national, state, or local laws or regulations.

ARTICLE 23

MUTUAL COOPERATION PLEDGE

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

The PBA agrees that during contract negotiations, contract disputes, grievances, or any other impasse or dispute between the Borough of Spotswood and the PBA, the PBA will not engage in, encourage, sanction or suggest strikes, mass resignations, mass absenteeism, slowdowns, blackouts, 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 PBA and the Borough of Spotswood, that 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 hereby 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 Employment Relations Commission. The cost incurred during mediation or arbitration shall be divided equally between the PBA and the Borough of Spotswood.

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

ARTICLE 24

OUTSIDE EMPLOYMENT AND ACTIVITIES

- A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty, subject to limitations of this Agreement.

- B. It is understood that the full-time Employees will consider their position with the Borough as their primary employment. Any outside employment or activity must not interfere with the Employee's efficiency in his position with the Borough and must not constitute any conflict of interest.

- C. All outside employment shall be listed with the Chief of Police. The information provided to the Chief of Police shall include the outside Employee's name, address, and Employer's name and address.

ARTICLE 25
PERSONNEL FILES

A. OFFICER ACCESS.

1. Each Officer shall, during normal business hours of the Chief of Police, have the right of access to his/her own personnel file.

B. COPIES OF MATERIALS.

1. The contents of personnel records shall be made available to the Officer for inspection and review at any reasonable time during the regular business hours of the Chief of Police. At the Officer's request he/she shall be provided one copy of any document placed in the Officer's file.

C. REBUTTAL STATEMENT.

1. Each Officer shall have the right to inspect and review any official record relating to his/her performance as an Employee which is kept or maintained by the Police Department. The Officer shall be provided an opportunity to respond in writing to any information with which he/she disagrees. Such response shall become a permanent part of the Officer's personnel record. The Officer shall be responsible for providing the written response to be included as part of the Officer's permanent record.

D. ACCESS BY OTHERS.

1. The only other persons permitted to have access to the contents of an Officer's personnel file, excluding background investigations and references from previous employers, are a designated representative/s of the Officer having the Officer's signed authorization, and the authorized staff of the Department of Police.

E. NOTICE OF PLACEMENT OF ITEM IN FILE.

1. Officers shall be simultaneously notified in writing when anything other than of a routine nature is placed in their personnel files. In the same regard, a copy of any disciplinary action or material related to job performance which is placed in an Officer's personnel files shall be made available to the Officer prior to or at the same time that it is placed in the personnel files. Furthermore, no unsubstantiated citizen's complaint shall be placed in an Officer's personnel record.

F. This Article is subject to all applicable State and Federal Laws now in effect. Any clause contained within this Article that is inconsistent with applicable State or Federal Laws shall cause said clause to be null and void.

ARTICLE 26

TRAINING

- A.** The Chief of Police shall make every effort to provide a program of in-service training for its Police Officers in the bargaining unit designed to maintain a high standard of performance and to increase the skills of Police Officers in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the Police Officer. Attendance at training courses may be authorized by the Chief of Police. This Article shall be subject to N.J.S.A. 40A:14-118.
- B.** Any member detailed to attend any school, seminar, conference or workshop that requires the Officer to stay away from his/her home overnight shall be furnished with suitable lodging and three (3) meals per day and the cost of such meals shall not exceed Twenty-Five Dollars (\$25.00) per day. The Borough shall pay for the meals and lodging unless they are included in the costs of the school, seminar, conference or workshop.
- C.** Any Police Officer detailed or assigned to any school or temporary duty assignment outside of the Borough limits shall be equipped with either a marked or unmarked police vehicle. Air fare and ground transportation shall be provided for all out of state assignments, unless ground transportation is the more feasible for the tri-state area.

ARTICLE 27

COMPENSATORY TIME OFF

A. ACCRUAL.

Payment for authorized overtime hours worked shall be with pay under **Article 5** of this Agreement. However, the acceptance of compensatory time shall be voluntarily earned under sections **B** and **C** of this Article. Compensatory time shall be earned and accumulated at the Officer's current overtime rate as prescribed in **Article 5** of this Agreement. At the Officer's discretion, he/she may accept comp. time in lieu of overtime (maximum sixty (60) hours comp time in bank at any given time). Comp time can be used in accordance with the same restrictions, terms and conditions as current training comp time days.

All compensatory time accumulated by an Officer must be used and no Officer shall be permitted to accumulate compensatory time in excess of sixty (60) hours. Compensatory time shall not be convertible and paid to any Officer in cash. However, upon the death of an Officer all accumulated compensatory time shall be payable in cash under the terms and conditions of **Article 12, Section C** of this Agreement.

B. USAGE:

1. Officers may utilize compensatory time only upon

request and said request to replace the Officer does not incur overtime.

2. Officers requesting compensatory time off shall be required to give at least twenty-four (24) hours notice.
3. Compensatory time off shall be granted based upon rank and seniority.

C. COMPENSATION TIME GUIDELINE.

1. Training Officer.

Any Officer assigned to in-service training within the Spotswood Police Department in excess of his normal tour of duty for which he/she performs the duty and functions of training other Officers.

2. Officer Proficiency Training.

Compensatory time off shall be for training purposes, at the prevailing rate, and shall include but not limited to mandated refreshers or re-certifications.

3. Police command administrative duties.
4. Computer system/ administrative operation.
5. Public service-type presentations/meetings.
6. D.A.R.E. activities, exclusive of actual class instruction.

D. SPECIAL TERMS:

1. No Officer shall be required to acquiesce his/her rights under the terms and conditions of this Agreement, and no officer shall be subject to disciplinary action for refusing to accept compensatory time for authorized overtime other than the terms and conditions of this Article.
2. It shall be deemed an unfair practice for anyone who is in a position of authority or supervision to suggest or request of an Officer that

he/she accept compensatory time rather than overtime pay for any other reason except as provided in **Section C** of this Article.

- 3.** Records of compensatory time shall be maintained by the Employer and be available for inspection by any Officer upon reasonable request.

ARTICLE 28

WORK SCHEDULE

A. The normal work day shall be eight (8) consecutive hours of work and the normal workweek, regardless of shift arrangements, shall be an average of forty (40) hours of work. Normal work shifts will be the **FIRST SHIFT (1)** from the hours of 12:00 a.m. to 8:00 a.m., the **SECOND SHIFT** from the hours 8:00 a.m. to 4:00 p.m. and the **THIRD SHIFT** from the hours 4:00 p.m. until 12:00 a.m..

B. The shifts set forth in this Agreement shall be known as the permanent fixed shifts and shall be filled on a voluntary basis. The normal monthly work schedules shall be posted one (1) week prior to the month in question.

C. **SENIORITY FOR SHIFT BIDDING:**

Each uniformed Officer of the Association who will be assigned to fixed shifts shall have his/her choice of shifts based upon seniority bidding. The Association shall have the exclusive right to establish the shift bidding process.

D. As vacancies occur within the **FIXED SHIFTS** due to retirements, death, or promotion the vacancy will be posted. Volunteers, based upon seniority, will have the opportunity to fill the vacant position. It should be understood, that the Chief of Police retains the right to first determine whether the shift vacancy will be filled. All vacancies

will be posted five (5) days prior to assignment. However, the Chief of Police shall have the right to temporarily make assignment(s) during the posting period.

ARTICLE 29

ACCESS TO EMPLOYER INFORMATION

- A. The Borough of Spotswood shall make available to the Association, upon its reasonable request any information, statistics and records relevant to negotiations or necessary for proper enforcement of the terms of the Agreement.

- B. The parties agree that they will furnish sufficient information as to the relevancy of their request to negotiations or enforcement of the Agreement.

- C. The Borough will arrange to transmit or make available to the Association President, or his/her designee, a copy of each Borough Council regular public meeting agenda in advance of the regular Borough Council meeting.

ARTICLE 30

ASSOCIATION BUSINESS

A. LEAVE FOR ASSOCIATION BUSINESS.

Members of the bargaining unit selected to serve as authorized representatives of the Association shall be certified in writing to the Chief of Police. Each representative will be expected to perform his/her duties as a representative of the Association on his/her own time. However, it is recognized that from time to time it will be necessary for the Association activities to be carried out during working hours. It is further recognized that there are reasonable limited deviations from policy, such as posting of Association notices and distribution of Association literature, which do not require substantial periods of time. Where such activities are necessarily or reasonably to be performed during working hours, they may be done without loss of pay to the representative involved, provided the representative notifies his on-duty Supervisor, whenever possible, prior to taking time from duty to engage in Association business that exceeds one (1) hour.

B. USE OF EQUIPMENT FOR ASSOCIATION BUSINESS.

The Borough shall allow the Association and members of the Association's Executive Board, access to the copy room and copy paper for the expressed purpose of preparing copies of Association business. At no time nor under any circumstances shall any member of the Association use this privilege to copy any document that it has no legal right to or any personal document. The Borough reserves the right to suspend this privilege at any time during the term of this Agreement.

ARTICLE 32

BILL OF RIGHTS

A. 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 force. These questions may require investigation by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of an Employee shall be at a reasonable hour, preferably when the Employee is on duty. If it is required that the Employee report to headquarters on his/her off-duty hours, he/she shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he/she was remiss in his/her duties or found guilty of a preferred charge.

2. The Employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the Employee of the nature of the investigation. If the Employee is to be questioned as a witness only, he shall be so informed at the initial contact.

3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals,

telephone calls, and rest periods as are necessary.

4. The complete interrogation of the Employee shall be recorded mechanically or by Department stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.

5. The Employee shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. If an Employee is under arrest or is the subject of an investigation, he/she shall be so advised that he/she is under investigation, and shall be given his/her rights pursuant to current decisions of the U.S. Supreme Court.

7. In all cases and at every stage of the proceedings the Department shall afford an opportunity for the Employee, if he/she so requests, to consult with counsel, consultant, and/or his/her PBA representative(s) before being questioned concerning any violation or complaint of any type, which may result in any action being taken against said Employee.

8. No complaint against a law enforcement officer shall be investigated unless the complaint be duly sworn to before an official authorized to administer oaths.

B. It shall be acknowledged by the Borough and the Association that an **Administrative hearing** differs from a **Disciplinary hearing**. An **Administrative**

hearing is at the level of the Chief of Police, conducted during normal business hours and for the purpose of determining an issue of fact and reaching a decision. The Officer is not subject to suspension, demotion, loss of pay or dismissal. An **Administrative hearing** shall be limited to written and oral reprimands, or in lieu thereof, with the Officer's concurrence, appropriate extra duty or loss of compensatory time. An **Administrative hearing** shall be for just cause and will be subject to the grievance procedure.

A **Disciplinary hearing** is where an Officer is subject to suspension, demotion, loss of pay or dismissal. A **Disciplinary hearing** is a formal hearing conducted by a Hearing Officer appointed by the Borough. The hearing shall not be arbitrary or capricious and shall be limited to whether there is any evidence to support the offense. The standard of proof required to sustain an Officer's guilt of an offense must substantiate a disciplinary decision by clear and convincing evidence.

ARTICLE 32

DURATION OF AGREEMENT

SECTION 1:

This Agreement shall become effective as of January 1, 2011 and shall expire December 31, 2013. Both parties agree to commence negotiation for the year 2014 in accordance with then applicable rules of the Public Employment Relations Commission.

SECTION 2:

In the event negotiations are not completed for a new agreement by the expiration date of this Agreement, the parties agree that this Agreement shall remain a full force and effect until such time as the new Agreement is reached.

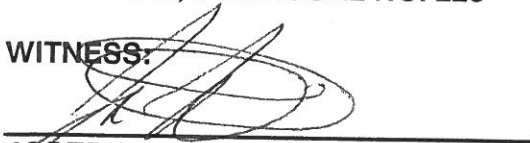
IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Spotswood, New Jersey this 15 day of may, 2012.

FOR SPOTSWOOD PBA LOCAL 225



**MICHAEL GARDINI
PRESIDENT, PBA LOCAL NO. 225**

WITNESS:

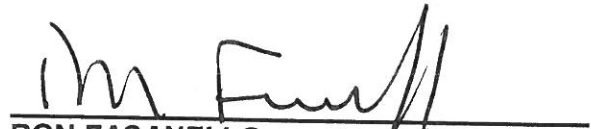


**JOSEPH VITALE
State Delegate, PBA Local 225**

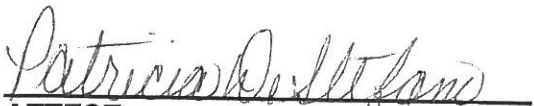
**FOR THE BOROUGH OF SPOTSWOOD
MIDDLESEX COUNTY, NEW JERSEY**



**THOMAS W. BARLOW
MAYOR, BOROUGH OF SPOTSWOOD**



**RON FASANELLO
BOROUGH ADMINISTRATOR**



**ATTEST:
PATRICIA DeSTEFANO
MUNICIPAL CLERK**