

1. RANK & SALARY

A. Patrolmen -

Beginning of first year to completion of first year	\$ 8,385.00
Beginning of second year to completion of second year	\$ 9,165.00
Beginning of third year to completion of third year	\$ 9,945.00
Beginning of fourth year and thereafter	\$10,725.00

B. Officers and Detectives -

Chief	\$13,825.00
Captain	12,340.00
Sergeant	11,435.00
Detective	11,145.00

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

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

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

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

II. GRIEVANCE PROCEDURE

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

- A. The aggrieved employee shall reduce the grievance to writing and present it to his immediate superior, (first step): If the aggrieved employee does not receive satisfaction he shall present his grievance to the Captain of Police, if available. This action shall be considered the second step. If upon reaching the second step the employee does not receive satisfaction, he shall present his grievance to the Chief of Police for his action. This action shall be considered the third step. If the employee does not receive satisfaction at the third step he shall present his grievance to the Borough Police Commissioner for his action. This action shall be considered the fourth step. If at this time the employee does not receive satisfaction, he shall present his grievance to the full Borough Commission for their action. This action shall be considered the fifth and final step of the grievance procedure.
- B. Any employee or group of employees may present a grievance at any time.
- C. When a grievance has been instigated, the superior being presented with the grievance shall make every effort to satisfy all persons concerned.
- D. Any employee or group of employees instigating a complaint or grievance, may have a representative chosen by them present during the hearing at any step of the 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.

III. LONGEVITY

- 1% after 5 years of service.
- 2% after 10 years of service.
- 3% after 15 years of service.

The percentage shall be predicated upon the base salary of the officer as of December 31 of the preceding year (to the nearest dollar amount). Each additional one percent increase therein shall also be computed on the base salary of the officer as of Dec. 31 of the preceding year.

The longevity payments shall commence on the first pay period after the anniversary date and shall be prorated on which the longevity payments commence.

IV. EXTRA PAY FOR OVERTIME

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

A. Court appearances in any court for any purpose scheduled beyond the average work day and not within the period of time in which the particular officer is scheduled for his normal working hour or day.

B. The foregoing provision is independent and apart from any civil proceeding unless provision for appearance and payment for said appearance is specifically confirmed by the officer either subpoenaed or requested to appear by his superior, the amount of compensation to be determined by the superior officer depending upon the nature of the actions and the estimated time to be consumed. In any event, however, compensation, shall not be less than the amount equal to one hour of overtime payment.

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

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

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

F. If and when a particular officer is required to complete paper work either by the use of a typewriter or such work as may be required in the completion of reports, the officer in charge shall assign

when possible such a period of time as may be required to complete the duty assigned during the shift of the officer.

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

H. Overtime payment shall be made in all cases on the basis of one and one-half ( $1\frac{1}{2}$ ) times the normal current hourly wage. However, a grace period of thirty (30) minutes before or after the designated tour duty as a shift shall begin or end overtime may not be made when used to complete unfinished business dependent upon the nature thereof and not repugnant to the previous provision in the preparation of reports.

I. No Police Officer shall be compelled to work more than twelve (12) hours in any twenty-four (24) hour period. This shall not prevent Police Officers from working in excess of 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 a maximum of twelve (12) hours in any twenty-four (24) hour period. The officer may, if he chooses, work a double shift, or eight (8) on eight (8) off and eight (8) on, but cannot be ordered to do so.

#### V. HOLIDAYS

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

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

B. Each member of the Department shall receive one day off with pay each holiday on which he shall work. Each member of the Department shall receive in the month of December a special pay check for the twelve (12) paid holidays computed at his daily pay rate.

The compensatory day off, given for a holiday worked, shall be selected by the Officer, and such selection shall be granted except in cases of hardship to the Department. If the officer does not receive the compensatory day off for a holiday worked, he shall be awarded payment equal to two (2) days pay.

#### VI. CLOTHING ALLOWANCE

- A. Clothing allowance shall be paid directly to each member of the Department during the first month of each new year on the basis of Two Hundred and Fifty Dollars (\$250.00) per member.
- B. Probationary members of the Department who have not been members of the Police Force prior to such probation shall be allowed an initial allowance of a sum not less than Five Hundred Dollars (\$500.00) for his clothing allowance to be paid to the supplier upon presentation of voucher.
- C. Members of the Department shall have a free choice in making clothing purchases and not be questioned thereon except if the condition of their equipment is so bad as to justify inquiry therein, subject to Departmental regulations.

VII. SICK DAYS

- A. Each member of the Department shall be permitted fifteen (15) days sick leave per fiscal year. However, it shall not be mandatory for said member to take advantage of the time allowed but shall be permitted to accumulate indefinitely and upon retirement can be credited toward his years of service.
- B. Sick days shall be considered independent of any other leave of absence herein proposed.

VIII. LEAVE OF ABSENCE

- A. Leave as a result of injury, sickness in the line of duty -- any member of the Police Department who shall become ill or disabled by reason of injury resulting during the period while performing his duty or related causes within the course and scope of said duty shall receive the following enumerated benefits:
  - 1. When a Borough employee is injured or contracts sickness in the line of duty the Commission may pursuant to R.S. 40:11-8 pass a resolution giving the employee up to one 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 to such injury, sickness or illness.
  - 2. Prior to the passage of the resolution referred to in paragraph 1, a contract shall be executed between the employee and the Borough setting forth that the employee shall reimburse the Borough for monies he may receive as Workmen's compensation, temporary benefits or from legal settlement or judgment against the person or persons responsible for the injury.
- B. In the event of illness or accident resulting in the disability of the member of the force for any reason other than such disability being considered in the line of duty shall be subject to the following provisions:
  - 1. The exhaustion of all sick days to which the member shall be entitled.
  - 2. The placing of the member on an extended sick leave with provisions on the part of the member himself to take advantage of available compensation through whatever sources may be necessary.
  - 3. See paragraph A above.
  - 4. The Borough shall at its own cost and expense furnish such periodical medical examination to any member on extended sick leave. The length of extended sick leave shall be determined by the Department and the Borough.
  - 5. Leave of absence by reason of death in the immediate family of the member shall be granted not exceeding five (5) days. Immediate family shall include spouse, child, parent, brother, sister or spouse's parent, brother, or sister or other relative living under same roof.
  - 6. Any member asking for leave with or without pay for whatever reason he may think it necessary shall be passed upon and approved by the Police Commissioners and the superior officer of the Department.

IX. PROMOTION

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

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

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

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

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

1. All those attaining one (1) year's service and having less than three (3) year's service 2 weeks
2. All those attaining three (3) year's service and having less than ten (10) year's service 3 weeks
3. All those with over ten (10) year's service 4 weeks

Vacation year shall be based upon the member's date of appointment to the Police Department and there shall be no restrictions on the months of the year during which vacations may be taken.

XI. INSURANCE

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

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

B. All members of the Police Department shall be given a complete physical check up once (1) yearly. 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.

All members of the Police Department from the time of their employment are covered by the following liability insurance coverages:

- |                           |   |              |
|---------------------------|---|--------------|
| 1. False Arrest Coverage  | - | \$500,000.00 |
| 2. Professional Liability | - | \$300,000.00 |

XII. EDUCATION BENEFITS

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

XIII. CIVILIAN EMPLOYEES

At no time shall civilians be employed to perform, supplement or replace the duties of a full-time police officer in the capacity of Desk Officer, Files Officer or in any other position, whether now existing or not, which would require police knowledge or training. This shall not prevent the employment of Police Clerks, Police Secretaries or part-time Police Specials.

XIV. PERSONAL SAFETY AND SECURITY

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

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

XV. COMPENSATION FOR USE OF PERSONAL AUTOMOBILE

Any member of the Police Department who shall be required to use his private automobile for police use shall be compensated by the amount of ten (10) cents per mile of use under the following conditions:

1. Patrol or other police use where the Officer is required to use his personal automobile.
2. Use of automobile for schools, courts, etc.
3. Extra trip returning home when attending a resident training school for one additional round trip per week and the cost not to exceed \$12.00. If the Borough is paying for room and board for the officer and if the cost of the room and board is on a per day basis, the Borough will not be responsible for the room cost if the officer decides to commute to home for even one evening.

XVI. REFERENDUM

- A. The Borough shall pass a resolution putting a referendum on the ballot in November 1972 for the possibility of having the Police Department employees covered under the Police and Fireman's Retirement System.
- B. This in no way will imply that the Borough Commissioners are in favor of this proposal, and the proposal must be approved by the voters.

All of the above provisions shall be effective January 1, 1972 and will not be opened for negotiation until December 31, 1972.

IN WITNESS WHEREOF, the parties hereto have set their hands on this

25<sup>th</sup> day of Sept. , 1972.

NEGOTIATING COMMITTEE FOR THE MEMBERS OF THE SPOTSWOOD POLICE DEPARTMENT:

Thomas D. Riley  
 THOMAS D. RILEY, Chairman

David J. Bracken  
 DAVID J. BRACKEN

John J. Janas  
 JOHN J. JANAS

Barry H. Zagmit  
 BARRY H. ZAGMIT

COMMISSIONERS BOROUGH OF SPOTSWOOD:

Donald Brundage  
 DONALD BRUNDAGE  
 Mayor/Police Commissioner

Nathan Dubester  
 NATHAN DUBESTER, COMMISSIONER

Charles Ingully  
 CHARLES INGULLY, COMMISSIONER

NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires Oct. 19, 1972

Sworn and subscribed to before me this 25th day of September 1972

*John Guter*