

A G R E E M E N T

Dated: August 1985

X **(EFFECTIVE JANUARY 1, 1985 TO
DECEMBER 31, 1987**

Between

Sayreville, Borough of

BOROUGH OF SAYREVILLE

AND

**LOCAL NO. 98, NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION
(Sergeants and Lieutenants)**

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PREAMBLE

A. This Agreement entered into this day of August, 1985, (effective for the period from January 1, 1985 to December 31, 1987) by and between the Borough of Sayreville, in the County of Middlesex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called "Borough") and Sayreville Superior Officers of P.B.A. Local No. 98 (Sergeants and Lieutenants (hereinafter called "Association") on behalf of the employees as defined in the Recognition clause as hereinafter set forth. This Agreement represents the complete and final understanding on all bargainable issues between the Borough and the Association.

B. It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Borough and the Association and to insure sincere bargaining, establish proper standards of salaries, working conditions, hours and other conditions of employment. The continuous efficiency and excellence of the police department shall be considered foremost at all times by both parties to this Agreement.

ARTICLE I RECOGNITION

A. The Borough hereby recognizes the Sayreville Superior Officers of P.B.A. Local 98 (Sergeants and Lieutenants) as the exclusive collective negotiation agent for all Sergeants and Lieutenants in the Police Department of the Borough of Sayreville as defined in Chapter 123, Laws of 1974 of the State of New Jersey, as amended.

B. The title of Sergeant and Lieutenant shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II MANGEMENT RIGHTS

A. The Association recognizes that there are certain functions and responsibilities normally reserved to the Borough such as the right to direct the employees, the right of selection of new hires, the right to make, on a reasonable basis, schedules of work and weekly assignments thereto, however, any such rights which are utilized in an arbitrary manner by the Borough so as to constitute harassment or constitute an abuse of a policeman's rights shall be subject to the Grievance and Arbitration Procedure.

B. It is understood and agreed by and between the parties

hereto that the Borough reserves the right to adopt rules, regulations, policies or practices with respect to the administration of the Police Department of the Borough of Sayreville, provided, however, that no such rule, regulation, policy or practice may be adopted which results in a change in the terms and conditions of employment as provided for in the within Agreement without the consent of the P.B.A. Local No. 98. (Sergeants and Lieutenants).

ARTICLE III POLICE RIGHTS

A. Pursuant to Chapter 123, Laws of 1974, by the Legislature of the State of New Jersey and confirmed by the Governor of the State of New Jersey and further pursuant to any Amendments to the aforesaid Legislation which may be adopted during the course of this Agreement, the Borough hereby agrees that all employees covered by the terms of this Agreement as particularly delineated in this Agreement shall have the right to join and support the Association, for the purpose of engaging in collective negotiations and bargaining as defined and provided for by the aforesaid Legislation and the State of New Jersey. The Borough undertakes and agrees that it will not directly or indirectly discriminate against any employee covered by the terms of this Agreement by reason of his or her membership in the Association, his or her participation in collective negotiations and bargaining with the Borough, or by reason of his or her institution of any grievance arising out of the terms and conditions as set forth in the within Agreement.

B. Nothing contained in the within Agreement or as provided for in Article III shall be construed to defined or restrict any policeman or any other person covered by the within Agreement of his or her rights under Chapter 123, Laws of 1974 as adopted and as may be amended during the term of this Agreement.

C. Any discipline given to an employee shall be reduced to writing within fifteen (15) days from the date of discipline.

ARTICLE IV NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, as may be amended, not later than October 15, 1987. Collective negotiations shall cover all items pertaining to salaries, fringe benefits, working conditions and terms and conditions of the within Agreement and shall include but not be limited to insurance coverage, holidays, vacations, a grievance and arbitration procedure, hours of work, leaves of absence,

professional development and improvement, etc.

**ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE**

A. Definitions:

1. Grievance:

A grievance is a claim by a policeman, or the Association based upon the interpretation, application or violation of policies, agreement, and administrative decisions affecting a policeman or a group of policeman which it is alleged violate the terms of this Agreement.

2. Aggrieved Person:

An aggrieved person is a person or persons or the Association making the claim.

3. Party in interest:

A party in interest is the person or persons making a claim and any person including the Association, or the Borough, which may be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

The purpose of this procedure is to seek at the lowest possible level, equitable solutions to the problems which may from time to time arise which affect the terms and conditions of the within Agreement. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Exclusive Remedy:

Any disciplinary action taken by the Borough against a policeman covered by the terms of this Agreement shall be processed exclusively through the Grievance and Arbitration Procedure herein provided.

1. First Step: All grievances shall be asserted within twenty (20) days after the right to assert such a grievance becomes known to the grievant. An aggrieved employee shall present his grievance to the Chief of Police or his designee for the purpose of resolving the matter informally. The grievant shall present the grievance in the presence of a member of the Association who shall represent the aggrieved employee. The Chief of Police or his designee, shall render a written decision within fifteen (15) days after receipt of the grievance. In the

event the Chief of Police or his designee does not render a decision within the time provided herein, then the grievance shall automatically be processed to the next step of the Grievance procedure.

2. **Second Step:** In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association who shall pursue the grievance on behalf of the aggrieved policeman by filing the written grievance with the Police Committee of the Borough Council within fourteen (14) days following the determination by the Chief of Police. If no satisfactory written solution is given within fourteen (14) days after the presentation of the grievance at the Second Step, the grievance shall automatically proceed to the Third Step of the Grievance Procedure which shall be processed within twenty-eight (28) days after presentation in the Second Step.

3. **Third Step:** Any grievant who has not had his grievance settled in the Second Step of the Grievance Procedure shall proceed within twenty-eight (28) days after the presentation of the same in the Second Step to the Third Step of the Grievance Procedure by presenting the same to the Mayor and Council. All grievances in the Third Step level and/or answers to grievances in the Third Step level must be in writing. The grievant and his representative and the Mayor and Council will consult to and with each other at a private meeting to attempt to negotiate a settlement of a filed grievance. Third Step grievance meetings shall be conducted within ten (10) days after presentation of a grievance in this Step. If no satisfactory written solution is given within ten (10) days after the Third Step Meeting or if no written answer has been given within ten (10) days after the Third Step Meeting, the grievance shall proceed to the Fourth Step Grievance Procedure.

(a) Forms for the filing of the grievance shall be prepared by the Borough and shall be given to the Association. A sample of the form to be used is attached and made a part of this Agreement.

4. **Fourth Step:** If a satisfactory settlement is not reached in the Third Step the grievant may proceed to arbitration as follows:

(a) The representatives of the grievant may request arbitration by submitting their request in writing to the American Arbitration Association with its Regional Offices located in Somerset, New Jersey, copy to be sent to the Borough Clerk. The American Arbitration Association shall be requested to furnish panels of arbitrators to the respective parties and the parties shall select their choice of arbitrator in accordance with the Rules and Regulations of the American Arbitration Association.

5. All grievance meetings and/or hearings as provided for in the within Article shall be conducted in private and shall include the grievant and his representatives, the Chief of Police, the Police Committee, the Mayor and Council and their representatives and any witnesses that either party wishes to produce.

6. The fees and expenses of arbitration shall be borne equally by the Borough and the Association.

7. It is understood and agreed that if either party uses the services of an attorney, the expense incurred will be borne by the party requesting such services.

8 Expenses of witnesses for either side shall be borne by the parties producing such witnesses.

9. The total costs of stenographers' records which may be made and transcripts thereof shall be paid by the parties ordering same.

10. The arbitrator shall have no power or authority to add to or subtract from or modify in any way the terms of this Agreement.

11. The arbitrator will be required to issue his decision within thirty (30) calendar days from the date of the closing of the hearing, and the arbitrator will set forth his findings of fact, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties.

12. Any grievant, or members of the Association who process grievances shall suffer no loss of pay for the processing of grievances during his regular work schedule. Employees covered by the terms of this Agreement will not be paid for processing grievances outside of their regular work schedule.

13. In the event that arbitrability of a grievance is at issue between the parties hereto, jurisdiction to resolve the question of arbitrability shall rest solely with the arbitrator selected in accordance with the provisions of paragraph "4" of the within Article.

14. No reprisals of any kind shall be taken by the Borough or by any supervisory personnel against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

15. If in the judgment of the Association and the Borough the grievance affects a group or class of policemen, because the grievance concerns a matter of general application, the

Association may submit such grievance or grievances, in writing, to the Mayor and Council directly and the processing of such grievance or grievances shall commence at Step Three of the Grievance and Arbitration Procedure hereinabove provided for. The Association may process such a grievance or grievances through all levels of the Grievance Procedure even though the aggrieved person or persons do not wish to do so.

16. All decisions rendered by the Borough at Step Two and Step Three of the Grievance Procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.

17. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE VI P.B.A. REPRESENTATIVES

A. Accredited representatives of the Association may enter the Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter the Borough facilities or premises, it will request such permission from the appropriate Borough representatives and such permission will not be unreasonably withheld, provided, there should be no interference with the normal operations of the business of Borough Government or normal duties of employees.

B. The Borough hereby agrees that when an Association representative requests information that is deemed as public information and/or requests a review of public documents the Borough will permit such inspection and/or the furnishing of said information covered by the terms of this Agreement within forty-eight (48) hours after the request is made. Anything herein stated to the contrary notwithstanding, if the P.B.A. requests more than six (6) copies of any information, the Borough's cost of producing a seventh (7th) or more copies shall be paid for by the Association; it is further understood and agreed that the Borough will not be obligated to prepare any information for the P.B.A. in a specialized form, however, where the P.B.A. requests information not contained in a particular form the Borough will permit the P.B.A. representatives to examine the records of the Borough so as to permit the P.B.A. to extract the information itself. In addition to the foregoing, the Borough agrees to furnish to the Association the names and addresses of all Superior Officers annual financial reports of the Borough,

tentative budgetary requirements and allocations if it affects the Police Department, individual and group policies, health insurance premiums and claims experience statistics, copies of audits, and such other information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the police personnel employed by the Borough together with information which may be necessary for the Association to process such grievance or complaint.

C. Two (2) Association representatives may be appointed by the Association to represent the Association in the processing of grievances with the Borough and to conduct investigations thereof with no loss of regular pay provided the time spent is not abused. Not more than one (1) representative will be excused from active work duty at one time. The Association will furnish the names of the representatives to the Borough Committee.

D. During collective negotiations the Association shall select three (3) representatives to act as a Collective Negotiations Committee, together with any outside representatives that they may hire, and the Association's representatives shall be excused from their normal work duties to participate in collective negotiation sessions and shall suffer no loss of regular pay thereby. The Borough agrees for the purpose of negotiations that no employee involved in the negotiations shall be required, including the time spent in negotiations, to work more than sixteen (16) hours in any twenty-four (24) hour period.

E. The Borough agrees to grant time off without loss of regular pay, to the P.B.A. State Delegate to attend the annual P.B.A. State Convention, provided five (5) days notice specifying the dates of the Convention is given to the Chief of Police by the Association. The Chief shall also grant leave, without loss of regular pay to two (2) P.B.A. authorized representatives who attend such P.B.A. Convention provided that the Chief is given five (5) days advance written notice from the Association. The time permitted to be spent at conventions shall include the dates of the convention and a reasonable amount of travel time to get to the convention and return to the employee's home.

F. The P.B.A. State Delegate, so long as he is a State Officer, shall when necessary, be excused from normal duty three (3) days per month to carry out Association business with no loss of pay and further, said delegate shall be given sufficient time off with no loss of pay to attend an International Police Association Conference and effective January 1, 1983, may attend a mini-convention of said Association without loss of regular pay. The time to attend the convention as stated aforesaid shall include the designated days that the convention is in session and, in addition thereto, a reasonable amount of time to travel to and from the convention from the representative's home.

ARTICLE VII
DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 210, Public Laws, 1967, N.J.S.A. (C.R. 52:140-15.9(c), as amended. Said monies, together with records of any corrections, shall be transmitted to the Association's Office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish the Borough written notice prior to the effective date of such change and shall furnish to the Borough new authorizations from its members showing the authorized deduction for each employee.

C. The Association will provide the necessary "Check-Off Authorization" form and deliver the signed forms to the Borough Treasurer. The Association shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Association to the Borough.

D. All employees covered by the terms of this Agreement who are not members in good standing of the P.B.A. at any time during the term of this contract, shall, as a condition of their employment, be required to pay to the P.B.A. the fair share fee for services rendered by the P.B.A., which sum shall be in an amount equal to the regular membership dues, initiation fees and assessment, less the cost of benefits financed through the dues and available only to members of the P.B.A., but in no event greater than eighty-five (85%) percent of the regular dues, fees and assessments.

The P.B.A. shall provide advance written notice of the amount of the fair share fee assessment as aforementioned to the Borough and to all employees within the bargaining unit.

The Borough shall deduct the fair share fee aforementioned from the gross earnings of the employee and shall transmit said fair share fee to the P.B.A. on the thirtieth day following notice to the Borough and employees of the amount of the fair share fee assessment, and on the thirtieth day of each month thereafter, provided, however, if the employee is enrolled in any type of probationary program, then the payment of the fair share fee shall be deducted and forwarded to the P.B.A. on the thirtieth day following the beginning of employment or completion of the probationary period, whichever is later. In the event an

employee is laid off, and subsequently reemployed, then deduction of the fair share fee shall be made and forwarded to the P.B.A. on the tenth day following such reemployment. In the event a temporary employee is hired by the employer, then payment of the fair share fee assessment shall be deducted and forwarded to the P.B.A. upon a satisfactory completion of any probationary period established by the Borough or the completion of a three month period following the beginning of employment, whichever is sooner; provided, however, that no employee in the employ of the Borough at the time this Agreement becomes effective shall be required to have deducted from his/her salary the fair share fee before the thirtieth day following the date this Agreement becomes effective. The Association shall notify the Treasurer of money due and the Association shall hold the Borough harmless in the event that wrong information is given to the Borough.

ARTICLE VIII HOURS OF WORK AND COMPENSATION

A. Effective January 1, 1986 a work day shall be eight (8) hours inclusive of a one-half (1/2) hour lunch period. ~~The reduction of the daily lunch break to a one-half (1/2) hour shall be effective when the work schedule is changed to a four (4) day on and two (2) day off schedule which shall take place on or about January 1, 1986.~~ Until January 1, 1986, the work schedule, inclusive of a one (1) hour lunch period shall remain in effect. It is understood and agreed that paragraphs "A", "B" and "C" shall not be violated if because of a change in shift an employee works more than eight (8) hours in a twenty-four (24) hour period.

B. Straight time shall be paid for the first eight (8) scheduled hours inclusive of the paid lunch period worked in any twenty-four (24) hours.

C. Time and one-half (1 1/2) shall be paid for all hours worked in excess of eight (8) hours which shall include a lunch period in any twenty-four (24) hour period; for all hours worked prior to the days regularly scheduled shift which does not qualify for "call-in" pay as hereinafter provided. In determining the hourly rate for overtime purposes the work week is fixed at thirty-five (35) hours per week.

~~D. In the event of any changes in the starting or finishing times of shifts, or addition of new shifts, the Borough will~~ give, not less than ten (10) calendar days notice to the Association of such changes so that the Association may negotiate the same to and with the Borough. The Borough may not make said changes for the purpose of avoiding the payment of overtime or for the purpose of avoiding the hiring of full time personnel. In the event of an emergency, which shall be defined as an

occurrence or act beyond the ability of the Borough to control, then such notice and negotiation procedure, as hereinabove provided, shall be waived for the period of the emergency. Failure to hire sufficient personnel to maintain full shifts shall not be considered an emergency.

~~E. All members covered by the terms of this Agreement if required to attend court proceedings or to appear at a Grand Jury proceeding shall be paid at a premium rate of pay. All~~
members who live in Sayreville shall report to Police Headquarters and all members who reside outside of Sayreville will either report to Police Headquarters or will call in to Police Headquarters as ordered before departing and all members shall be paid from the time they report or telephone, as the case may be, and shall be further paid until the time they return to Police Headquarters or report by telephone, as the case may be, provided the appearance at the ~~court~~ or before the Grand Jury is on off-duty hours. The premium rate of pay shall be determined in accordance with the terms of this Agreement and the total time ~~spent going to and from the Court or Grand Jury~~ shall be added to the regular shift worked in the twenty-four (24) hour period in which the appearance was required to determine the appropriate premium rate of pay. In no event shall compensatory time be given to said employees and in all cases payment shall be made as herein provided. The provisions of Paragraph "E" relate to going to, attendance at or leaving from ~~court~~ and are to be paid for on a premium basis only if the attendance or traveling to Court or from Court is outside of the regular shift hours of the patrolman. If the patrolman attends ~~court~~ or the Grand Jury during regular shift hours, there will be no additional pay due the employee except for out-of-pocket disbursements and travel allowance. There shall be included in the premium rate of pay provisions, the attendance of a patrolman on his off duty hours in a municipal court whether the appearance is required by subpoena, police department or court directive. Provided, however, that if a patrolman is of duty because he has swapped his regular shift with another patrolman so that his attendance in Municipal Court otherwise would have been on his regular shift or he has scheduled a court appearance on his day off or on his vacation, he shall not qualify for the premium rate of pay or extra compensation because of the municipal court appearance.

F. Each employee covered by the terms of this Agreement is to receive thirteen (13) paid holidays not later than December 8th of each year. If any employee works on the said holiday, he shall receive time and one-half (1 1/2) his pay for all hours worked on the holiday. In addition to receiving pay at the rate of time and one-half (1 1/2) for working a holiday, every employee, whether he works the holiday or not, shall receive straight time pay for thirteen (13) holidays, as provided for herein by no later than December 8th.

G. If a double shift is assigned then the employee who is assigned shall take a thirty (30) minute meal break after two (2) hours of the start of the second shift and a fifteen (15) minute break after five (5) hours of the start of the second shift. When a double shift is assigned meals shall be paid for by the Borough by making a direct payment to the employee or a meal ticket shall be supplied to the employee and the meal allowance shall be Six (\$6.00) Dollars per meal.

H. An employee covered under the terms of this Agreement who is sent home as a result of an injury occurring during regular working hours will receive his normal pay for the full day on which the injury occurred. If medical treatments are required during work days as a result of such injury and provided such employee is actively at work on the day when treatments are required by the Borough doctor, he will suffer no loss of pay during the time he is receiving such treatment, provided he reports to and returns promptly from the place of such treatment.

I. Employees who are scheduled to work more than two (2) hours beyond their regular scheduled work day shall be given a thirty (30) minute supper period without loss of pay provided they continue to work. Any such employee shall be given a Six (\$6.00) Dollar meal allowance.

J. Anything herein stated to the contrary notwithstanding, with the exception of attendance at Court or appearance before the Grand Jury, which must be compensated in pay, as hereinabove provided, in lieu of cash payment an employee may opt to receive compensatory time off on a time and one-half (1 1/2) basis. Such time may be taken only when scheduled by the Chief or his designee so as not to interfere with departmental operations and no employee may opt to receive compensatory time in excess of an annual total of twenty-four (24) hours which is to be calculated at no more than sixteen (16) hours at time and one-half (1 1/2) basis. An employee working through his regular lunch period shall receive a lunch period during the same shift of equal time to the lunch period. However, if the employee does not receive a lunch period during that shift he shall be paid at a time and one-half (1 1/2) basis for the failure of said employee to receive a lunch period during that shift.

K. Any employee covered under the terms of this Agreement called in and reporting for work outside of his regularly scheduled shift, shall receive two (2) hours at time and one-half (1 1/2) as of the time that he is called for such work. In addition to the premium rate of pay for the first two (2) hours, the employee shall receive time and one-half (1 1/2) times his regular pay for so long as the employee performs work but not less than two (2) hours. The said two (2) hours of call-in time is the minimum amount to be paid to the said employee for being called into work outside of the regular scheduled shift and is

not to be determined as a bonus of two (2) hours for call-in time.

ARTICLE IX VACATIONS

A. Full time employees shall receive vacation with pay in each calendar year according to the following schedule:

1. During the first year, one (1) day per month to December 31.
2. From the end of the first year of service through the fifth year of service, fourteen (14) working days annually.
3. From the beginning of the sixth year of service through the tenth year of service, twenty-one (21) working days annually.
4. From the beginning of the eleventh year of service through the fifteenth year of service, twenty-eight (28) working days annually.
5. After the fifteenth year of service, twenty-eight (28) working days annually, plus one (1) week's pay, to be paid on December 8.

B. 1. No officer shall be compelled to take his full vacation entitlement at one time but may be permitted to break up his vacation entitlement into two (2) or more vacation periods. Further, all employees covered by the terms of this Agreement may break up one of their vacation weeks into day periods with the approval of the Division Commander. The said scheduling of the breaking up of one vacation week into day periods is at the sole discretion of the Division Commander and vacation week periods take precedent and supersedes vacation day periods. In cases where a conflict of vacation schedules exists, the most senior patrolman will be given a preference as to selection. Dispatchers shall not be included for purposes of selection or preference of vacation periods. It is understood that the entire police department, exclusive of Dispatchers, shall be under one vacation schedule which shall include all patrolmen and superior officers, exclusive of Captains, the Deputy Chief and the Chief of Police.

2. For the purposes of scheduling vacation periods two (2) men, whether it be a patrolman or a superior officer, shall be off from each patrol shift or a total of eight (8) men at one time shall be permitted to select their vacation periods at the same time. The Division Commanders may allot vacation periods at the same time. The Division Commanders may allot vacation

periods to the rest of the Department insofar as possible in accordance with the desires of the rest of the employees in the Department in order of their seniority in rank, whether it be a patrolman or superior officer up to and including Lieutenants. If there is any conflict in the selection of a vacation period, the awarding of a vacation period shall be at the sole discretion of the Division Commander.

3. There shall be no restrictions against vacations between December 15 and January 15.

4. All vacations shall be granted at established base pay rates which shall include longevity. If, at the request of the employer, all or any part of a scheduled vacation is worked by an employee, said employee shall receive compensation at double time for all vacation hours worked. In addition, the employee shall receive the option of rescheduling his vacation at another time or receive vacation pay in lieu thereof.

5. A cash allowance computed according to base pay rates which include longevity in lieu of earned vacation shall be paid as follows:

(a) To the employee, where an employee retires or resigns after giving the Borough at least two (2) weeks' notice.

(b) To the next of kin in the event of employee's death.

6. An employee injured or on extended sick leave shall not be entitled to his vacation period unless he works ninety (90) days in any calendar year except in the first year of absence he shall be entitled to his full vacation period even though he is injured or sick within the first ninety (90) days of that calendar year.

ARTICLE X HOLIDAYS

A. All employees covered by the terms of this Agreement shall not receive any deductions from their pay for not working holidays as hereinafter set forth: The holidays shall be as follows:

New Year's Day	Tuesday, January 1, 1985
Lincoln's Birthday	Tuesday, February 12, 1985
Washington's Birthday	Friday, February 22, 1985
Good Friday	Friday, April 5, 1985
Memorial Day	Thursday, May 30, 1985
Primary Election Day	Tuesday, June 4, 1985
Independence Day	Thursday, July 4, 1985

Labor Day	Monday, September 2, 1985
Columbus Day	Saturday, October 12, 1985
General Election Day	Tuesday, November 5, 1985
Veteran's Day	Monday, November 11, 1985
Thanksgiving Day	Thursday, November 28, 1985
Christmas Day	Wednesday, December 25, 1985

Holidays 1986

New Year's Day	Wednesday, January 1, 1986
Lincoln's Birthday	Wednesday, February 12, 1986
Washington's Birthday	Saturday, February 22, 1986
Good Friday	Friday, March 28, 1986
Memorial Day	Friday, May 30, 1986
Primary Election Dy	Tuesday, June 3, 1986
Independence Day	Friday, July 4, 1986
Labor Day	Monday, September 1, 1986
Columbus Day	Sunday, October 12, 1986
Election Day	Tuesday, November 4, 1986
Veteran's Day	Tuesday, November 11, 1986
Thanksgiving Day	Thursday, November 27, 1986
Christmas Day	Thursday, December 25, 1986

Holidays 1987

New Year's Day	Thursday, January 1, 1987
Lincoln's Birthday	Thursday, February 12, 1987
Washington's Birthday	Sunday, February 22, 1987
Good Friday	Friday, April 17, 1987
Memorial Day	Saturday, May 30, 1987
Primary Election Day	Tuesday, June 2, 1987
Independence Day	Saturday, July 4, 1987
Labor Day	Monday, September 7, 1987
Columbus Day	Monday, October 12, 1987
General Election Dy	Tuesday, November 3, 1987
Veteran's Day	Wednesday, November 11, 1987
Thanksgiving Day	Thursday, November 26, 1987
Christmas Day	Friday, December 25, 1987

B. All employees covered by the terms of this Agreement shall receive holiday pay no later than December 8th of each year for the holidays hereinabove referred to.

C. If any employee works on the said holiday, he shall receive time and one-half (1 1/2) pay for all hours worked on the holiday. In addition to receiving pay at the rate of time and one-half (1 1/2) for working on a holiday, every employee, whether he works the holiday or not, shall receive straight time pay for thirteen (13) holidays, as provided for herein by no later than December 8th.

D. An employee must work the holiday, the day before the holiday and the day after the holiday if the aforesaid days are scheduled for work in order to qualify for holiday pay, unless a physician certified the illness of the employee caused his absence.

E. In addition to the foregoing holiday schedule, employees covered by this Agreement shall be entitled to be compensated, as hereinabove provided, for any other holiday declared by the Mayor and Council of the Borough of Sayreville.

ARTICLE XI LEAVE OF ABSENCE AND SICK LEAVE

A. Sick leave. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized because of serious illness in the employee's immediate family which requires his attendance upon the person who is ill. For purposes of definition of immediate family, immediate family shall be defined to include: parent, husband, wife, child, brother, sister, grandparents, mother-in-law, father-in-law, stepmother, stepfather, or other member of employee's immediate household. For the purpose of this Article, the employee shall be required to give written notification pursuant to Paragraph A-5 herein.

1. All employees covered by the terms of this Agreement, whether full-time or part-time, shall be entitled to sick leave without loss of pay.

2. The minimum sick leave, sick pay, shall accumulate to all employees covered by the terms of this Agreement on the basis of sixteen (16) working days in a calendar year. The total sick leave entitlement shall accumulate to an employee's benefit on the first day of each year provided, however, if an employee resigns or is terminated from his employment and has utilized all accumulated sick leave and all of the annual sick leave entitlement he shall only receive credit for the annual sick leave of one and one-quarter (1 1/4) days per month and, if as a result thereof he has utilized more sick leave than earned, the employee shall be charged back such excess and the same shall be deducted from any monies due the said employee.

3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

4. If an employee is absent three (3) or more days, he shall notify his immediate supervisor of his illness if he is physically able to do so. Upon the employee's return to work the

Borough shall require proof of illness. Any employee who abuses the use of sick leave shall be subject to disciplinary action by the Borough. This provision does not relieve the employee from notifying his immediate superior of his illness on a daily basis pursuant to the Rules and Regulations of the Police Department of the Borough of Sayreville.

5. In case the employee is absent due to illness in his immediate family, the employee shall supply proof of illness of the person in his immediate family which shall be a statement by the employee as to his requirement to attend to the needed family member's illness or that a doctor's or physician's certificate of that immediate family member be supplied to the Borough.

6. If an employee is on sick leave he shall be entitled to receive full pay for each day absent pursuant to his sick leave accumulation as hereinabove defined. Absence on sick leave shall be charged first to the yearly allowance until it is fully exhausted and thereafter to the accumulated credit. The business office of the Borough Clerk's Office shall give written notice to each employee covered by the terms of this Agreement of his accumulated sick leave on or before January 15th each year.

B. Personal Leave. Every employee covered by the terms of this Agreement shall be granted up to six (6) days off per calendar year with pay for personal reasons provided, however, that they make application to the Chief of Police, or his designee, for such personal leave two (2) days in advance of the required leave. The first two (2) days of personal leave shall be granted without charge to sick leave or vacation allowances and four (4) days shall be charged to the employee's yearly allowance of sick time.

C. Death in Family. All employees shall receive three (3) days leave with pay up to and including the day of the funeral in the event of death in their immediate family. Immediate family shall be defined to be: parent, husband, wife, child, brother, sister, grandparent, mother-in-law, father-in-law, stepmother, stepfather, or other member of employee's immediate household.

1. All employees shall receive one (1) day leave with pay in the event of death of an aunt, uncle, brother-in-law, sister-in-law, however, said day shall not be taken after the day of the funeral.

D. Military Leave. Leave for military purposes with pay shall be granted by the Borough which shall not be charged to sick leave pursuant to State and Federal Statutes or Law.

E. Extended Leave of Absence. The Borough agrees to grant a leave of absence for one (1) year, without pay, to up to two

(2) patrolmen who are elected to State or National Office in the P.B.A., or any of its affiliations, if the employee is requested to perform full-time duties in that office. On a return from leave granted, pursuant to any of the terms of this Agreement, for purposes of seniority and pay guides, a patrolman shall be considered as if he was actively employed by the Borough during leave and the employee shall be placed on a salary guide level he would have achieved if he had not been absent.

F. Other Absences. Employees absent for any other reason than those referred to hereinabove shall require written approval of the Mayor and Council and, in any event, if granted shall be on such terms and conditions as set forth by the Chief of Police.

G. Salary During Absence Caused by on the Job Injury.

1. Whenever an employee is absent from his duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the employee shall receive his full wages for the time of such absence up to two (2) calendar years without having such absence charged to the annual or accumulated sick leave.

2. Any amount of salary or wages paid or payable to an employee pursuant to this provision shall be reduced by the amount of any Worker's Compensation award made for temporary disability.

ARTICLE XII INSURANCE COVERAGE

A. The Borough shall provide and pay the premiums for Blue Cross/Blue Shield Rider J and Major Medical coverage for each employee and his family. The Blue Cross/Blue Shield Hospitalization Insurance shall be the "1420" Series as provided in the State Health Benefits Plan.

B. In addition to the foregoing hospitalization and medical coverage the Borough shall pay 100% of premiums for a Dental Plan, Prescription Plan and Optical Plan for each employee covered by the terms of this Agreement including dependency coverage. The employees covered by the terms of this Agreement shall have the right to select the Plan and administration of the Plan shall be through the Borough as herein in the past provided.

C. In addition to the foregoing insurance, the Borough shall provide life insurance coverage of Fifteen Thousand (\$15,000.00) Dollars per employee.

D. The Borough shall pay the cost of Blue Cross/Blue Shield and Major Medical Coverage including family coverage for

employees who retire after twenty-five (25) years accredited service or who are on disability retirement as provided by the Statutes and subject to the regulations of the New Jersey Division of Pensions.

1. Effective upon the signing of these presents the Borough shall permit the seven (7) existing retirees and all future retirees the right to continue the dental and prescription coverage provided for herein. The said retirees shall pay the group rates then in force directly to the Borough monthly provided, however, if any increase in premiums occur as a result of the retirees' experience the Borough reserves the right to discontinue the retirees' coverage upon sixty (60) days' notice to said retirees.

E. The Borough shall contribute Four (\$4.00) Dollars monthly for each participating employee toward the purchase of a disability insurance plan which is now in effect. The balance of the cost of said plan shall be paid for by individuals electing to participate. In the event the disability insurance plan is discontinued or terminated for any reason, there shall be no liability upon the Borough to contribute toward any non-existent coverage. However, if the employee P.B.A. unit does obtain its own disability insurance plan irrespective of Council No. 7, the Borough shall continue to contribute Four (\$4.00) Dollars monthly toward the disability plan.

ARTICLE XIII
PROFESSIONAL DEVELOPMENT AND
EDUCATION IMPROVEMENT

A. In order to encourage employees covered under the terms of this Agreement to take courses which will improve his effectiveness and have value to the Borough, the Borough will pay tuition charges and fees for laboratory courses taken by an employee subject to the following limitations:

1. The course taken should lead to a degree or associate degree in criminology, police science, police administration or criminal justice.

2. Payment by the Borough for reimbursement to an employee for the cost of his tuition and required books shall be paid for in full plus the actual cost of each book purchased. To receive payment for required books, the employee shall determine that the said book or books are not in the Police Library; if these required books are in the Library, the employee will use these books, provided they are available. The payment will be made to each employee at the time he registers for such course and upon substantiation of the same by submitting to the Borough proof of registration, the payments, as aforesaid, will be paid

directly to the employee. If the Borough provides a Library outside the Police Chief's Office, after completion of a course, the employee is to turn over the books he used to the Borough to be placed in the said Library.

B. Any employee authorized to attend a Police Academy or any other Police Training Academy recognized by the New Jersey Police Training Commission shall be granted time off to complete the course and said employee shall suffer no loss of pay by virtue of attending the course or program.

C. When an employee under the terms of this program has obtained an Associate Degree or a Bachelor's Degree the employee shall receive as a bonus the sum of Five Hundred (\$500.00) Dollars. In cases where an employee has received an Associate Degree and then obtains a Bachelor's Degree, he shall only receive the Five Hundred (\$500.00) Dollars at the time he obtains the Associate Degree, it being the intent to make the bonus payment only one time. It being specifically understood and agreed that there shall only be one payment either for the attainment of an Associate Degree or a Bachelor's Degree and if any employee attains both degrees, he shall, nevertheless, receive one Five Hundred (\$500.00) Dollar payment.

ARTICLE XIV ALLOWANCES

A. Clothing.

1. For the year 1985 the Borough shall provide a Seven Hundred Twenty-Five (\$725.00) Dollar clothing allowance to the employees covered by the terms of this Agreement which includes the cost of maintenance. In 1986 the sum shall be Seven Hundred Seventy-five (\$775.00) Dollars, including maintenance, and in 1987 the sum shall be Eight Hundred Twenty-five (\$825.00) Dollars, including maintenance. The clothing allowance shall be a direct payment to the employees covered by the terms of this Agreement on the first day of June of each year.

2. If an employee covered by the terms of this Agreement has expended the maximum of his uniform allowance and part or all of his equipment is destroyed or damaged in the line of duty, the Borough shall replace or repair those articles damaged or destroyed at no cost to the employee.

3. The following is a list of equipment furnished to the employees by the Borough at its cost and expense, and the said repair and replacement of the same shall be in the discretion of the Chief of Police or his designee at the Borough's cost and expense:

- (a) Gun and holster
- (b) Hand Cuffs and case
- (c) Claw and case
- (d) Gun belt
- (e) Badge
- (f) Rain Gear

At the time of retirement or resignation the employee shall return the above issued listed equipment in the condition that exists at the time of retirement or resignation.

B. General Expenses.

1. Employees using personal cars for purposes defined under the terms of this Agreement, or on an authorized official business of the Borough shall be compensated for such use at the rate of twenty (20¢) cents per mile.

2. Employees who are out of the Borough for purposes as defined under the terms of this Agreement, or on authorized business for the Borough shall be compensated for meals and such compensation shall be Six (\$6.00) Dollars per meal.

3. Tolls shall be compensated for upon the surrendering of receipts for travel by the said employee.

**ARTICLE XV
LONGEVITY**

A. All employees employed by the Borough effective from their date of hire covered by the terms of this Agreement shall be entitled to and receive longevity pay on the following basis:

1. Completion of five (5) consecutive years of service, two (2%) percent of the annual base pay.

2. Completion of ten (10) consecutive years of service, four (4%) percent of the annual base pay.

3. Completion of fifteen (15) consecutive years of service, six (6%) percent of the annual base pay.

4. Completion of twenty (20) consecutive years of service, eight (8%) percent of the annual base pay.

5. Completion of twenty-five (25) consecutive years of service, ten (10%) percent of the annual base pay.

B. Consecutive years in service shall be computed from the date of initial employment by the Borough except where service was interrupted. In such cases consecutive years of service

shall be computed as follows:

1. Authorized leaves of absence shall be deducted in computing total years but shall not be considered a break in service as such. Sick leave shall not be deducted in computing total years worked.

2. Resignations and subsequent rehiring time to be counted toward longevity pay shall only be counted from the time of the last hiring.

3. Military Service. Employees who serve in the active Armed Services shall be allowed full credit toward longevity for the time spent in service.

4. Longevity pay shall be included as part of the annual base pay and paid to each employee when he receives his normal pay check.

5. Longevity is to be included in the base pay to be included in calculating overtime pay, holiday pay and vacation pay.

ARTICLE XVI MISCELLANEOUS PROVISIONS

A. Neither of the parties hereto may add to or subtract from the provisions contained in the within Agreement during the duration of the same. This Agreement contains the entire understanding between the parties hereto. It is the intent of the parties hereto that the terms of the within Agreement shall control the Borough's rights and the employees' rights exclusively other than for pension consideration and the only amendments to statutory law that will be considered as being part of this Agreement are those amendments to Chapter 123, of the Laws of 1974. The Borough may not adopt any Rules or Regulations which, in any way, change the terms and conditions of this Agreement without the prior written approval of Local No. 98 of the P.B.A.

B. Any disciplinary action directed against an employee covered by the terms of this Agreement by the Borough if objected to by the employee shall be subject to the grievance and arbitration procedure herein provided for.

C. The Borough shall provide legal aid to the employees covered by the terms of this Agreement in accordance with State Statutes and/or Court decisions.

D. The Borough will maintain bulletin boards in suitable places at Police Headquarters to be used for posting notices by

the Association.

E. The Borough agrees to print the Agreement between the parties in booklet form, at its cost and expense, in a size or dimension that will fit into an employee's shirt or pants pocket. Each employee covered by the terms of this Agreement shall be furnished a booklet. If the Borough does not print the Agreement within sixty (60) days after settlement has been reached by the parties, or after an arbitration award has been rendered, the P.B.A. shall have the right and option to have the Agreement printed and the expense thereof charged to the Borough.

F. If any provision of this Agreement is held to be contrary to law and such provision is not material to the continuance of this Agreement, then said provision shall be regarded null and void and severable and the Agreement shall otherwise continue in full force and effect.

G. Employees are to be paid bi-weekly and shall receive their pay on Thursday.

H. Terminal Leave.

1. A lump sum payment of terminal leave shall be made to the retiring employee of one (1) month's wages for every five (5) years of service with the Borough so long as the employee notifies the Borough by March 1 of that year that he or she intends to retire.

2. If the employee notifies the Borough of intention to retire after March 1 of the year in which he/she intends to retire, he/she shall have the option of receiving his/her terminal leave pay in a lump sum or in monthly payments; except that the lump sum received on retirement may not exceed the balance of salary he/she would have received in that fiscal year if continued in regular employ. If this limitation prevents his/her receipt of his/her full terminal leave pay, he/she shall receive the balance of the money due to him/her in a second lump sum payment to be made no later than January 30 of the next fiscal year.

3. If an employee dies prior to retirement any terminal leave benefits as provided in Paragraph "A" hereinabove shall be paid to the employee's widow, or surviving children under age twenty-two (22).

I. During the term of this Agreement there shall be no "standby". No employee shall be required to "standby" subject to call during his off duty time.

J. The Chief of Police reserves the right to call four (4) management meetings per year with the Sergeants and

Lieutenants. The said meetings shall be without pay to the Sergeants and Lieutenants and shall consist of no more than two and one-half (2 1/2) hours in duration, and further provided that the Chief of Police shall give to the said Sergeants and Lieutenants two (2) weeks' notice in advance of the said meetings which shall not take place on a Sunday.

**ARTICLE XVII
TEMPORARY ASSIGNMENTS**

During the term of this Agreement the employee who is assigned or who performs duties in the capacity of Sergeant or Supervisor shall receive the pay of that grade for all hours worked in that day provided the employee has worked two (2) or more hours excluding the lunch hour which shall not be counted towards the two (2) hour minimum requirement. Assignments may be made by selecting the most senior officer on that shift or bureau in the Police Department who is to be named or assigned to the job hereinabove referred to. Under no circumstances does this prevent the Borough from making lateral assignments, that is, replacing the employee with a person of the same rank within the entire police department.

**ARTICLE XVIII
SALARIES**

Salaries for all employees covered by the terms of this Agreement for the year 1985 are as follows:

Sergeants	Lieutenants -
\$31,917	\$34,238

Salaries for all employees covered by the terms of this Agreement for the year 1986 are as follows:

Sergeants	Lieutenants
\$34,470	\$36,977

Salaries for all employees covered by the terms of this Agreement for the year 1987 are as follows:

Sergeants	Lieutenants
37,228	39,935

Personnel assigned to the Detective Division shall receive,

in addition to their regular base pay, the sum of Two Hundred Fifty (\$250.00) Dollars additional compensation to his base pay which shall be included in the computation of longevity benefits, pension benefits, holiday pay, vacation pay, etc.

**ARTICLE XIX
STRIKES AND LOCKOUTS**

A. The Association will not authorize or sanction nor will its members cause or engage in a strike during the period of this Agreement.

B. The Borough will not cause or sanction lockouts during the period of this Agreement.

C. It is understood and agreed that in the event of any strike the Association will disavow such action and will use its best efforts to induce the employees to return to work.

**ARTICLE XX
DURATION**

This Agreement shall have as an effective date, January 1, 1985 and cover the calendar year to December 31, 1987. The contract shall automatically terminate on December 31, 1987, provided, however, that all rights and privileges appertaining to the employees under the terms of the within Agreement shall continue until such time as a successor Agreement is negotiated and no employee by the terms of this Agreement may be terminated or disciplined unless so provided for in said Agreement notwithstanding its termination.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on this _____ day of August, 1985.

Attest:

BOROUGH OF SAYREVILLE

By _____

Attest:

SAYREVILLE SUPERIOR OFFICERS
OF P.B.A. LOCAL NO. 98

By _____