

AGREEMENT

Between

THE BOROUGH OF EMERSON

and

POLICE BENEVOLENT ASSOCIATION

LOCAL NO. 206

(EMERSON UNIT)

JANUARY 1, 2017 through DECEMBER 31, 2020

RUDERMAN HORN & ESMERADO, PC  
675 Morris Avenue, Suite 100  
Springfield, NJ 07081  
973-467-5111

INDEX

Article	Title	
	Preamble.....	1
ARTICLE I	Covered Employees.....	2
ARTICLE II	Management Rights.....	3
ARTICLE III	Salaries.....	5
ARTICLE IV	Work Day, Work Week and Overtime.....	6
ARTICLE V	Court Time.....	9
ARTICLE VI	Training Pay.....	10
ARTICLE VII	Uniforms.....	11
ARTICLE VIII	Longevity.....	13
ARTICLE IX	Education Incentive.....	15
ARTICLE X	Work in Higher Rank.....	16
ARTICLE XI	Holidays.....	17
ARTICLE XII	Vacations.....	18
ARTICLE XIII	Sickness and Sick Leave.....	19
ARTICLE XIV	Work Incurred Injury.....	21
ARTICLE XV	Medical and Dental Coverage.....	22
ARTICLE XVI	Life Insurance.....	24
ARTICLE XVII	Grievance Procedure.....	25
ARTICLE XVIII	Police Department Safety.....	28
ARTICLE XIX	Departmental Investigations.....	29

ARTICLE XX Personnel Files .....	31
ARTICLE XXI Association Rights and Responsibilities.....	32
ARTICLE XXII Ceremonial Activities.....	33
ARTICLE XXIII Non-Discrimination .....	34
ARTICLE XXIV No Strike Pledge.....	35
ARTICLE XXV Separability and Savings.....	37
ARTICLE XXVI Vehicle Safety.....	38
ARTICLE XXVII Agency Shop.....	39
ARTICLE XXVIII No Waiver .....	40
ARTICLE XXIX .. Terminal Leave. ....	41
ARTICLE XXX - Personal Day .....	42
ARTICLE XXXI .. Bereavement Leave.....	43
ARTICLE XXIX Term of Contract.....	44
Appendix A Salaries.....	45
Appendix B Vacations.....	47
Appendix C Sick Leave.....	49

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and between the BOROUGH OF EMERSON, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer" and the POLICE BENEVOLENT ASSOCIATION, LOCAL 206 (EMERSON UNIT), hereinafter referred to as the "Employees".

WHEREAS, the parties have negotiated for the purpose of developing a contract covering wages and other conditions of employment.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

COVERED EMPLOYEES

- A. This Agreement shall cover all regular full time Police Officers of the Emerson Police Department except the Chief of Police:
- B. The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

## ARTICLE II

### MANAGEMENT RIGHTS

A. Subject to the provisions of N.J.S.A. 34:13A-1 et seq., the New Jersey Employer-Employee Relations Act, the Employer retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

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

B. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under N.J.S.A. 40, 40A or 11, where applicable, or any other National or State law.

### ARTICLE III

#### SALARIES

A. Salaries and wages and compensation of the Officers and Employees of the police Department of the Borough of Emerson shall be as set forth in Appendix A (annexed) with the following increases:

1. Wages:

- a. January 1, 2017 1.5% for Superior Officers and all Patrolmen steps on salary guide
- b. January 1, 2018 1.5% for Superior Officers and all Patrolmen steps on salary guide
- c. January 1, 2019 1.5% for Superior Officers and all Patrolmen steps on salary guide
- d. January 1, 2020 1.5% for Superior Officers and all Patrolmen steps on salary guide

B. In the case of a Patrolman or Superior Officer being promoted, the Employee shall be paid at the rate of higher office from and after the date of the Employee's appointment to the higher office, and provided further, that in the case of any Patrolman appointed, this Agreement shall be retroactive only to his or her date of appointment and provided further that, in the event an Officer is appointed after the effective date of this Agreement, the Employee shall be paid at the rate stated in this Agreement only from the date of the Employee's appointment.

C. The salaries, wages and benefits aforesaid shall be retroactive to January 1, 2017, and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

D. Voucher payments shall be paid within thirty (30) days from their submission, provided they are approved according to the existing procedures of Chapter 13, "Claims Approval," of the Borough Code.

E. Payroll checks shall be delivered before 8:00 a.m. on Fridays, if possible.

Further, Police Officers shall be allowed reasonable time to cash payroll checks at a local bank while they are on duty.



## ARTICLE IV

### WORK DAY, WORK WEEK AND OVERTIME

A. The normal work day tour shall be twelve (12) hours as set forth in Paragraph

D.

B. Work in excess of the Employee's basic work week or tour for a day is overtime. Overtime shall be paid as paid overtime compensation (time and one-half (1½). Overtime shall be calculated on base pay only. (Base pay set forth in Appendix A.) Overtime shall be defined as work in excess of eight (8) hours in a day or twelve (12) hours in a day, depending upon the Employee's work schedule or work directed on a regular day off as defined by the Employee's work chart.

C. Effective on January 1, 2010, a new twelve (12) hour schedule shall be substituted for employees in the bargaining unit in replacement of the schedule set forth. This schedule shall contain two thousand forty four (2,044) annual hours. The schedule shall be a modified Pittman chart consisting of twelve (12) hour work tours worked on a 3 day on, 2 day off, 2 day on, 2 day off, 2 day on and 3 day off schedule. The modification to the Pittman schedule shall be a set or sets of additional days off in each employee's schedule to bring the number of scheduled hours worked by each employee to the level of 2,044 hours annually. The base salaries for all steps were increased by \$3,000.00 in 2014 in recognition of the increase in hours and this amount is reflected in Appendix "A."

D. The Chief of Police, in his or her discretion, may assign Employees to an eight (8) hour work schedule, Monday through Friday. Employees assigned to these charts will continue to receive "schedule days," compensatory days for missed days off to equalize the Employee's work schedule to the level of 2,044 hours annually. These days will accrue and be utilized in the same manner as past practices under the prior work schedule.

E. Release time for union business, including PBA meetings and conventions, shall continue without modification, except that an Employee who is released for union business which concludes prior to the end of that Employee's twelve (12) hour shift shall return to work and complete his/her shift.

F. When Employees are assigned to classes at the Police Academy, at the conclusion of the class, the Employee shall return to complete his/her remaining time on his/her 12 hour shift. The Chief of Police reserves the right in his or her sole discretion to assign Employees working the twelve (12) hour shift to a temporary eight (8) hour shift for the purpose of multiple day training programs.

G. The base hourly rate shall be calculated by dividing the Employee's base annual pay rate (Appendix A) by one thousand, nine hundred and forty-seven (1,947) hours. The overtime rate shall be one and one-half (150%) of the amount so calculated. The one thousand nine hundred forty-seven (1,947) hour divisor shall continue to be used to calculate the overtime rate after the adoption of the two thousand forty-four (2,044) hour schedule.

H. There shall be two (2) fifteen (15) minute breaks per eight (8) hour tour, one in the first half and one in the second half. There shall be an additional forty-five (45) minute meal break per twelve (12) hour tour and an additional thirty (30) minute meal break per eight (8) hour tour.

I. In addition to the time off provided in Paragraphs C and D necessary to bring the Employee to the annual schedule of 2,044 hours, all Employees shall be entitled to twelve (12) hours annually of compensatory leave. This additional compensatory leave may be only utilized within existing departmental guidelines for the usage of compensatory leave which do not permit leave to be granted, if the compensatory leave would create overtime.

J. If an Employee is called into work for an assignment between scheduled tours of duty (other than to appear in Emerson Municipal Court), the Employee shall be paid for his or her hours worked at the Employee's overtime rate for the duration of the assignment or for three (3) hours at the Employee's overtime rate regardless of the length of the assignment, whichever amount is greater. If an Employee is called into work to appear in Emerson Municipal Court (excluding regular tours of duty), the Employee shall be paid for his or her hours worked at the Employee's overtime rate for the duration of the assignment or for two (2) hours at the Employee's overtime rate regardless of the length of the assignment whichever amount is greater.

ARTICLE V

COURT TIME

A. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies.

B. All such required Court time, excluding regular tours of duty, shall be considered as overtime and shall be compensated at time and one-half (1½).

## ARTICLE VI

### TRAINING PAY

The only compensation for training will be when training or school is outside of the Employer's normal work day. If an officer requests school or training, the officer will be compensated compensatory time at the rate of hour-for-hour straight time. If the department is conducting a training session or sending an officer to school, then the officer shall be compensated compensatory time at rate of time and one-half (1½) . If there is a mandatory training session or schooling (ordered by the Chief to attend), the officer may request compensation in the form of monetary compensation or compensatory time at the rate of time and one-half.

## ARTICLE VII

### UNIFORMS

A. Each new Employee shall receive from the Employer, free of charge in lieu of a clothing allowance, a complete uniform, as defined in Rules and Regulations of Emerson Police Department adopted in 1966 and updated in 2013.

B. Thereafter, the Employer shall pay each Employee an annual clothing allowance in the amount of \$950.00.

C. This payment shall be made to plain-clothed as well as uniformed Employees.

D. All uniform allowance payments shall be made not later than the first pay period in May of each year, upon submission of an appropriate voucher.

E. If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items. Utilization of this paragraph shall not diminish the clothing allowance set forth in this Agreement.

F. An Employee's uniform or personal equipment which are required by the Employee in his or her capacity as a Police Officer, which may be damaged as a result of a single episode during the course of employment, shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee. Any such payments made under this paragraph shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement and shall be made to the Employee within thirty (30) days of the reporting of same, if said claim is bona fide. All reasonable attempts shall be made to repair damaged equipment, if repairable, before replacement.

## ARTICLE VIII

### LONGEVITY

A. Each Employee hired prior to January 1, 2010 shall be entitled to a longevity benefit as follows: At the expiration of three (3) years of service, each full-time Employee who is on active status or terminal leave shall receive an additional one (1%) percent of annual compensation; after six (6) years of service, two (2%) percent of annual compensation; thereafter, for each additional three (3) years of service, one (1%) percent of annual compensation will be added to a maximum of nine (9%) percent after twenty-four (24) years of service.

B. Each Employee hired on or after January 1, 2010 and prior to January 1, 2013 shall be entitled to a longevity benefit as follows: At the expiration of nine (9) years of service, each full time Employee who is on active status or terminal leave shall receive an additional three (3%) percent of annual compensation; thereafter, for each additional three (3) years of service, one (1%) percent of annual compensation will be added to a maximum of nine (9%) percent after twenty-four (24) years of service.

C. Each Employee hired on or after January 1, 2013 shall be entitled to a longevity benefit as follows: At the expiration of thirteen (13) years of service, each full time Employee who is on active status or terminal leave shall receive an additional one percent (1%) of annual compensation; thereafter for each two (2) years of service, one percent (1%) shall be added to a maximum of six percent (6%) after twenty-four (24) years of service.

D. Longevity compensation under Paragraphs A, B and C of this Article shall be computed and paid on the basis of the salary set forth in Article III of each such Employee and based upon the years of service with the Employer. All Longevity payments shall be paid in equal installments in the regular paychecks. Said Longevity, which shall be rolled into base pay, shall not be used to calculate the overtime rate of compensation.



## ARTICLE IX

### EDUCATION INCENTIVE

- A. Any full-time Employee attending college and studying in the field of police Science shall be reimbursed at the rate of Eighteen (\$18.00) Dollars for each college credit earned. This is not an annual sum, but is understood to be reimbursement for tuition payment.
- B. Upon attaining an Associate of Arts Degree in a Police Science related field, an Employee shall receive an additional Three Hundred (\$300.00) Dollars annually over and above the Employee's base pay.
- C. Upon obtaining a Bachelor's Degree in a Police Science related field, an Employee shall be paid an additional Seven Hundred (\$700.00) Dollars annually over and above the Employee's base pay, which payment shall not be in addition to any payment for the Associate of Arts Degree.
- D. Appropriate Educational Incentive program payments shall be made not later than the first pay period in June of each year upon submission of an appropriate voucher.
- E. Employees hired on or after January 1, 2013 shall not be entitled to receive any educational incentive benefits pursuant to this Article.

## ARTICLE X

### WORK IN HIGHER RANK

In the absence of a uniformed Superior officer, a Patrolman shall be paid at the Sergeant's rate of pay for each tour in which the Employee is the senior man.

Effective one month after the collective bargaining agreement has been signed, officer in charge (OIC) pay will be kept at the pay differential or Twenty-Three Dollars (\$23) per hour, whichever is less. Any difference in pay before the agreement is signed will remain and no officer shall be required to pay back the difference. Officers who may have been underpaid for the same period are not eligible to receive a retroactive reimbursement. In the absence of a uniformed Superior officer, a Patrolman shall be paid at the Sergeant's rate of pay for each tour in which the Employee is the senior man.

ARTICLE XI

HOLIDAYS

- A. All full-time Employees shall be entitled to 108 hours of paid holiday time off per year based upon thirteen (13) paid holidays per year as provided in the historic eight hour schedule.
- B. If holiday time is not utilized, the Employee shall receive the time in base pay as compensation upon the Employee's request, and submission of appropriate voucher.
- C. Employees covered by this Agreement who are scheduled to work on Christmas Day, New Year's Day, Easter Sunday or Thanksgiving shall be permitted a one (1) hour meal period.

ARTICLE XII

VACATIONS

Employees covered by this Agreement shall be provided vacation pursuant to

Appendix B.

## ARTICLE XIII

### SICKNESS AND SICK LEAVE

- A. Employees covered by this Agreement shall be provided with a sickness and sick leave program pursuant to Appendix C.
- B. The Employer may stop payments to the Employee on the date the Employer's physicians or physician employed by the insurance carrier for Employer, certifies to Employer that Employee is not able to work. Any absences from scheduled tours of duty by an Employee in excess of the period of work connected disability as provided for in this Article shall be charged against Employee's accrued sick time, if any. If the Employee has no chargeable sick time, Employer may, at its option, decide not to pay Employee for said absence.
- C. In the event the Employee contends that he or she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier then and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation or by the final decision of the last reviewing Court, which shall be binding upon the parties.
- D. For the purpose of this Article, injury or illness incurred while the Employee is acting in any Employer authorized activity, shall be considered in the line of duty.
- E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by

the decision of an appropriate Workers' Compensation judgment, or if there is an appeal therefrom, by the final decision of the last reviewing Court, which shall be binding upon the parties.

F. Effective January 1, 2018, if an officer does not use a sick day from January 1<sup>st</sup> through April 30<sup>th</sup>, May 1<sup>st</sup> through August 31<sup>st</sup>, September 1<sup>st</sup> through December 31<sup>st</sup>, they will earn a vacation day. For the two periods including January 1<sup>st</sup> through August 31<sup>st</sup>, vacation days must be used by December 31<sup>st</sup>. For the period September 1<sup>st</sup> through December 31<sup>st</sup>, the vacation days must be used as an initial pick for the next calendar year.

## ARTICLE XIV

### WORK-INCURRED INJURY

A. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay and benefits during the continuance of such Employee's inability to work for a maximum of one (1) year. During this period of time all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

B. The Employee shall be required to present evidence by a certificate of a responsible physician that he or she is unable to work and the Employer may reasonably require the said Employee to present such certificates from time to time.

## ARTICLE XV

### MEDICAL AND DENTAL COVERAGE

- A. The Employer shall provide a policy of medical insurance at not less than the level of coverage afforded by the present New Jersey State Health Benefits Plans, Direct 10. Other plans offered by the New Jersey State Health Benefits Plan shall also be available at the Employee's option. Said plan of insurance provided by the Employer shall be a family plan for each Employee and the Employer shall bear the sole cost and expense of the coverage.
- B. The Employer shall provide a dental insurance plan for all Employees covered by this Agreement. Said dental insurance plans shall include as one of its terms an eighty (80%) percent co-insurance clause for the dental needs of each Employee.
- C. In addition, and at each Employees' option, the Employer will provide that the dental plan may be expanded to a full family coverage for the Employee's family.
- D. Current insurance program shall continue.
- E. The Borough shall comply with current State law contribution limits. The Employer shall have the right to change the source of coverage in the future however, said change must result in equal or better coverage.
- F. In accordance with NJSA 40A:10-7.1, Employees will be permitted to opt-out of medical coverage for the maximum amount permitted by State law provided spouse is not in State Health Benefit Plan also.



G. Employees shall be permitted to opt out only if the Employee provides satisfactory evidence of alternative medical insurance coverage for the Employee and other dependents covered under the Borough's medical coverage. Employees who have opted out of medical coverage will be permitted to reinstate medical coverage for the Employee and any eligible dependents during any "open enrollment" period offered by the Borough and/or upon the loss of alternative medical coverage, or upon change to the status of the Employee's dependents (marriage, divorce, birth of child, etc.). Requests to reinstate coverage will be granted as soon as practicable.

ARTICLE XVI

LIFEINSURANCE

The Employer shall provide a Fifteen Thousand (\$15,000.00) Dollar level term life insurance policy on the life of each Employee covered by this Agreement. The entire cost and expense of said plan shall be borne by the Employer.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

#### A. Definition

A grievance under this Article shall relate solely to the interpretation, application or violation of policies, or administrative decisions affecting their terms and conditions of employment or the terms of this Agreement. (Explicitly excluded are disciplinary matters)

B. The grievance procedure shall entail five (5) steps:

#### STEP ONE

1. A grievance shall be presented in writing to the Chief of Police within ten (10) days after the occurrence of the matter to which the grievance relates.
2. The Chief shall submit in writing to the grievant an answer within ten (10) days after receipt of the grievance.

#### STEP TWO

1. If the grievant is not satisfied with the resolution of the grievance as outlined in STEP ONE, the grievant may present a grievance to the police committee or designee by presenting same to him or her within fifteen (15) days from the date of the answer of the Chief as stated in STEP ONE.
2. The Police committee or designee shall submit to the grievant in writing

his or her answer within fifteen (15) days of the date of the receipt of the grievance.

STEP THREE

1. If the grievant is not satisfied with the resolution of the grievance as outlined in STEP TWO, the grievant may present the grievance to the Mayor and Council within fifteen (15) days from the date of the answer of the Police Committee as stated in STEP TWO.

2. The grievance shall be answered by the Mayor and Council within fifteen (15) days of its receipt.

C. Nothing in this Article shall be construed as precluding the grievant from pursuing a claim for relief by filing a complaint for a plenary hearing in a Court of competent jurisdiction provided, however, the grievant has completed all the steps herein and further provided that the grievance does not involve an interpretation, the application or violation of this Agreement. If it does, and if the grievant is not

satisfied with the result in STEP THREE, the grievance shall be submitted to arbitration, as follows:

STEP FOUR · ARBITRATION

1. In the event that an agreement cannot be reached between the PBA and the Employer with respect to a grievance involving and limited to the interpretation application or violation of any specific provision of this Agreement, it may be submitted to arbitration pursuant to the Labor Arbitration Rules of the New Jersey Public Employment Relations Commission, provided such request is made within fifteen (15) days after the final decision has been rendered under STEP THREE, above.

2. The decision of the Arbitrator shall be final and binding upon both parties for a period to be named in the arbitration decision, but in no event to antedate the period for which this Agreement is effective.

3. The Arbitrator shall not have the authority to alter or modify any of the express provisions of this Agreement. In addition, the Arbitrator shall set forth the reasons for making his or her award in a written opinion.

4. The expenses, including fees and other necessary expenses of the Arbitrator shall be shared equally by the Employer and the PBA. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

ARTICLE XVIII

POLICE DEPARTMENT SAFETY

- A. The parties hereby agree to establish a Health and Safety Committee consisting of no more than two (2) members of the Department and the Chief of Police, plus one (1) optional additional designee of the Borough.
  
- B. The Committee shall meet periodically to discuss matters of safety within the Department. The Committee shall, if it deems necessary, make recommendations to the Police Committee, which recommendations shall be advisory only.
  
- C. Any person may submit suggestions to any Committee member, either orally or in writing.

## ARTICLE XIX

### DEPARTMENTAL INVESTIGATIONS

In order to conduct departmental investigations in a proper manner, the following guidelines shall be followed by the Department:

1. Interrogations of members of the force shall be made when the member is on duty, unless the Chief determines that the exigencies of the investigation dictate otherwise.
2. Interrogations shall take place at a location designated by the Chief, which will normally be at Police Headquarters and/or at the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, the member should be so informed.
4. The period of questioning shall be reasonable in length; adequate time shall be provided to the member of the force for personal necessities such as meals and/or rest breaks.
5. The member of the force shall not be subject to any offensive language, nor shall the member be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. The Department shall afford an opportunity for a member of the force, if the member so requests, to consult with counsel and/or an Association representative before being questioned concerning a violation of the Rules and Regulations. This consultation, if requested, shall not delay the interrogation beyond one (1) hour for consultation with an Association representatives nor more than two (2) hours for consultation with an attorney.

7. In cases other than departmental investigations, if a member of the force is under arrest or if the member is a suspect or target of a criminal investigation, the member shall be given his or her rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its Officers of its ability to conduct the routine and daily operations of the Department, nor its ability to informally resolve matters that arise from time to time.

9. This Article shall not be construed as subjecting the merits of department investigations to the grievance procedure herein.



ARTICLE XX

PERSONNEL FILES

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

B. Any Employee may, by appointment in advance, review the Employee's personnel file. This appointment for review must be made through the Chief of Police, or his or her designated representative.

C. Whenever a written complaint concerning an Employee or his or her actions is to be placed in the Employee's personnel file, a copy shall be made available to the Employee and he or she shall be given the opportunity to rebut it if he or she so desires, and shall be permitted to place said rebuttal in his or her file.

D. All personnel history files shall be maintained for at least seven (7) years after an Employee terminates. Nothing shall be removed therefrom without the mutual consent of the Chief and Employees, and by advising the Appropriate Authority as determined by the Mayor and Council pursuant to ordinance.

## ARTICLE XXI

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association shall be responsible for acquainting its members with the terms and provisions of this Agreement, and shall make every reasonable effort to secure compliance by its members with those terms and conditions.
- B. The Association may designate one (1) representative who shall be responsible for raising with the Borough any questions concerning the enforcement and applicability of this Agreement. The Association may choose one (1) alternate. The Association shall furnish to the Borough, in writing, the names of the representatives and alternate, and shall promptly notify the Borough of any changes.
- C. If a member of the bargaining unit is an elected official of the PBA Local, the member may attend a maximum of one (1) regular PBA meeting per month for a maximum of two (2) hours per meeting, with no loss in regular pay. This paragraph shall apply to no more than one (1) individual per tour. This paragraph shall not affect in any way employees' right to attend PBA activities during non-working hours.
- D. Time off for State PBA conventions shall be granted in accordance with New Jersey State Law.

ARTICLE XXII

CEREMONIAL ACTIVITIES

A. In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Borough will permit off-duty uniformed Police Officer(s) of the Borough to participate in funeral services for the said deceased Officer.

B. Subject to the availability of the same, as determined by the Chief, the Borough will permit a Borough Police vehicle to be utilized by members of the Department who are participating in the funeral service.

C. Off duty Police Officers participating in such funeral services shall not be entitled to any compensation during the time in which they are participating in such funeral services.

## ARTICLE XXIII

### NON-DISCRIMINATION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce Employees into membership. Neither the Employer nor the PBA shall discriminate against any Employee because of race, creed, color, age, sex or national origin.

## ARTICLE XXIV

### NO STRIKE PLEDGE

- A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, willful absence of an Employee from his or her position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown or walk-out against the Borough.
- C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to publicly disavowing suchs action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activities by the Association member shall entitle the Borough to take appropriate disciplinary action including possible discharge in accordance with applicable law.

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

ARTICLE XXV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Employee, member or group of Employees or members is held to be invalid by operation of law, by any Court, Administrative Body other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXVI

VEHICLE SAFETY

- A. If an Employee of the Department bonafidely alleges and demonstrates to the Superior Officer on the tour that a motor vehicle the Employee is assigned to use is unsafe to operate, then the vehicle shall be inspected by a Borough appointed mechanic before it is used. If a mechanic is not available to inspect the vehicle then another vehicle shall be assigned to the Employee.
- B. If no vehicle is available then the Superior Officer shall call in a Borough approved mechanic to inspect the vehicle and the decision of the Borough approved mechanic shall be final.
- C. Typically, the equipment of marked vehicles shall include but not be limited to the following equipment: automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic trunk release, roof rack with electronic siren and lights, oxygen, first aid kit and flares.
- D. At least two (2) marked vehicles shall be equipped with carbines and cages.



ARTICLE XXVII

AGENCY SHOP

A. Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deductions. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

B. The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

ARTICLE XXVIII

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

ARTICE XXIX

TERMINAL LEAVE

- A. Employees hired before January 1, 2013 upon eligibility for retirement according to the New Jersey Police and Fire Retirement System (PFRS) guidelines, shall be entitled to twenty-seven weeks of terminal leave with pay. Terminal leave may be taken as leave time or in a lump sum monetary payment at the Employee's option.
- B. Employees hired on or after January 1, 2013 upon eligibility for retirement according to the New Jersey Police and Fire Retirement System (PFRS) guidelines, shall be entitled to the following periods of Terminal leave:
1. Employees with less than twenty-six (26) years of service: Twenty-six (26) weeks.
  2. Employees with twenty-six (26) completed years of service, but less than thirty (30) completed years of service: Thirteen (13) weeks.
  3. Employees with more than thirty (30) completed years of service shall not be entitled to terminal leave but shall receive their maximum pension.
- C. Terminal leave may be taken as leave time or in a lump sum monetary payment at the Employee's option.
- D. All employees hired after January 1, 2017 shall be entitled to 13 weeks terminal leave.

ARTICLEXXX

PERSONAL DAY

A. Employees shall annually receive one (1) personal day with pay to be utilized at the Employee's discretion on any day of the Employee's choice except a holiday. Employees must call in at least two (2) hours prior to their scheduled start time to utilize a personal day. The personal day must be utilized in the calendar year in which it was received and cannot be carried over into a succeeding year.

B. Effective January 1, 2017, employees shall be entitled to one additional personal day. The second day can be carried over to the next year giving the maximum that an officer may carry over to any given time three (3) days. At no point can an employee carry more than one personal day into the New Year or start a year with more than three.

ARTICLE XXXI

BEREAVEMENT LEAVE

Upon the death of a qualifying family member, Employees shall be entitled to bereavement leave with pay as follows:

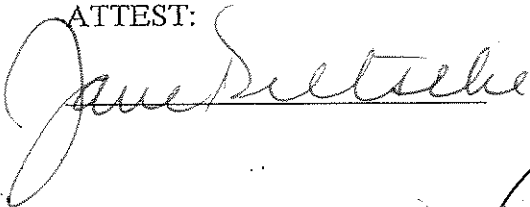
- A) Spouse, child, parent or sibling - five (5) working days
- B) Grandparent, or parent, child or sibling of Employee's spouse - three (3) working days

ARTICLE XXXII

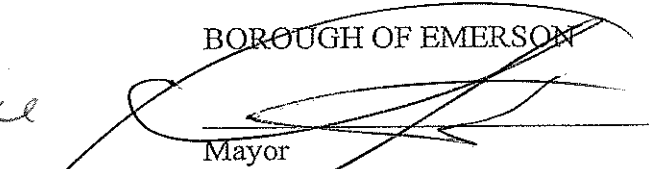
TERM OF CONTRACT

- A. This contract shall take effect on January 1, 2017 and shall terminate on December 31, 2020.
- B. All provisions of the contract shall remain in full force and effect until a new contract is executed.

ATTEST:

  
\_\_\_\_\_

BOROUGH OF EMERSON

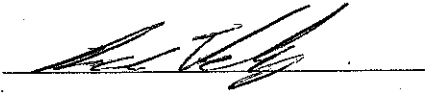
  
\_\_\_\_\_

Mayor

  
\_\_\_\_\_

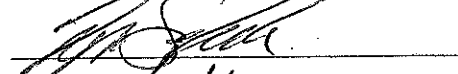
Appropriate Authority

ATTEST:

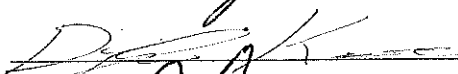
  
\_\_\_\_\_

POLICE BENEVOLENT  
ASSOCIATION LOCAL NO. 206  
EMERSON UNIT

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

Appropriate Authority

**APPENDIX A**

**SALARIES**

**A. Salaries for Employees hired before January 1, 2013:**

	2016	2017	2018	2019	2020
Step One	\$47,958	\$48,677	\$49,407	\$50,148	\$50,900
Step Two	\$52,958	\$53,752	\$54,558	\$55,376	\$56,207
Step Three	\$62,781	\$63,723	\$64,679	\$65,649	\$66,634
Step Four	\$75,209	\$76,337	\$77,482	\$78,644	\$79,824
Step Five	\$87,639	\$88,954	\$90,288	\$91,642	\$93,017
Step Six	\$100,066	\$101,567	\$103,091	\$104,637	\$106,207
Step Seven	\$112,497	\$114,184	\$115,897	\$117,635	\$119,400
Step Eight	\$124,926	\$126,800	\$128,702	\$130,633	\$132,592
Sergeant	\$134,004	\$136,014	\$138,054	\$140,125	\$142,227
Lieutenant	\$139,079	\$141,165	\$143,282	\$145,431	\$147,612
Captain	\$146,343	\$148,538	\$150,766	\$153,027	\$155,322

**B. Salaries for Employees hired on or after January 1, 2013:**

	2016	2017	2018	2019	2020
Academy Step	\$39,795	\$40,392	\$40,998	\$41,613	\$42,237
Step One	\$45,101	\$45,778	\$46,465	\$47,162	\$47,869
Step Two	\$53,591	\$54,395	\$55,211	\$56,039	\$56,880
Step Three	\$58,897	\$59,780	\$60,677	\$61,587	\$62,511
Step Four	\$64,203	\$65,166	\$66,143	\$67,135	\$68,142
Step Five	\$72,878	\$73,971	\$75,081	\$76,207	\$77,350
Step Six	\$81,553	\$82,776	\$84,018	\$85,278	\$86,557
Step Seven	\$90,228	\$91,581	\$92,955	\$94,349	\$95,764
Step Eight	\$98,903	\$100,387	\$101,893	\$103,421	\$104,972
Step Nine	\$107,578	\$109,192	\$110,830	\$112,492	\$114,179
Step Ten	\$116,253	\$117,997	\$119,767	\$121,564	\$123,387

Step Eleven	\$124,926	\$126,800	\$128,702	\$130,633	\$132,592
Sergeant	\$134,004	\$136,014	\$138,054	\$140,125	\$142,227
Lieutenant	\$139,079	\$141,165	\$143,282	\$145,431	\$147,612
Captain	\$146,343	\$148,538	\$150,766	\$153,027	\$155,322

\* Academy step shall apply while a new Employee is receiving initial Police Training Commission Certification. Upon completion of Police Training Commission certification, Employees will receive compensation at Step One for the remainder of the Employee's first year until their anniversary date of hire.



APPENDIX B

VACATIONS

1. Members of the Police Department hired before January 1, 2013 shall receive annual vacations with pay according to the following service schedule:

- A) Less than six (6) months - none
- B) Six (6) months to one (1) year - fifty six (56) hours.
- C) One (1) year to ten (10) years - one hundred twelve (112) hours.
- D) Ten (10) years to fifteen (15) years - one hundred sixty eight (168) hours.
- E) Fifteen (15) years or more - two hundred forty (240) hours.

2. Members of the Police Department hired on or after January 1, 2013 shall receive annual vacations with pay according to the following services schedule:

- A) Less than six (6) months - None
- B) Six (6) months to one (1) year.- fifty-six (56) hours
- C) One (1) year to five (5) years - eighty-four (84) hours
- D) Six (6) years to ten (10) years - one hundred twelve (112) hours
- E) Ten (10) year to fifteen (15) years - one hundred sixty-eight (168) hours
- F) Fifteen (15) years or more-- two hundred forty (240) hours

3. Vacation time shall not be cumulative unless a request for same is made, in writing, to the Chief of police, recommended by him/her to the Mayor and Council and

approved by the Mayor and Council.

4. Vacations shall be granted to Patrolmen upon the basis of seniority, which shall be predicated upon the date of appointment to the Department. Vacations of Superior Officers shall be granted upon seniority which shall be predicated upon the date of appointment as a Superior Officer.

5. Effective January 1, 2018, twelve hour shift vacation time shall be as follows:

One year to the completion of five years, seven days equals 84 hours.  
Commencement of sixth year through completion of 15<sup>th</sup> year, 15 days equal 180 hours  
Commencement of 16<sup>th</sup> year through completion of 20<sup>th</sup> year, 20 days equals 240 hours  
Commencement of 21<sup>st</sup> year , 25 days equal 300 hours

6. Effective January 1, 2018, an eight-hour shift schedule shall be as follows:

Completion of one year through completion of five years - 7 days  
Commencement of six years through completion of 15<sup>th</sup> year - 21 days  
Commencement of 16<sup>th</sup> year - 30 days

## APPENDIX C

### SICK LEAVE

1. Any member of the Department unable to report for duty when so required, because of sickness or injury shall report the fact to the Superior officer in charge, who will notify the Chief of Police in writing.
2. Any Employee taken sick or injured when on duty, shall report the fact to a Superior officer by the quickest possible means and shall remain on post until relieved, unless the Employee is excused by a Superior officer upon such report being made. The Employee shall report in person, at the police Station, before proceeding to his or her residence unless specifically excused.
3. Whenever an Employee shall notify Headquarters that he or she is ill and unable to report for duty, the Chief of Police may designate the Police Surgeon to make an examination the Employee for report to the Chief of Police. The report shall state the nature of the sickness and the probable length of time the Employee shall be absent from duty.
4. The Police surgeon making the examination of a sick or injured Employee shall be allowed to visit the Employee whenever requested to do so.
5. Sick leave shall be granted to an Employee according to the following schedule:
  - (A) One (1) year or less – one hundred twenty (120) working hours per year.
  - (B) One (1) year or more - two hundred forty (240) working hours per year.
6. Sick Leave shall be cumulative to the extent of two thousand forty four (2,044) hours, but not in excess thereof. Employees shall have the right to use this Sick Leave on an as needed basis, but shall not be entitled to any additional payment or compensation for any unused Sick Leave upon their retirement, termination or other separation from the Borough of Emerson.

7. Extension of sick leave may be recommended by the Chief of Police, but must be approved by the Mayor and Council before granted.

8. Whenever an Employee is injured in the line of duty, the Employee shall be excused from duty with the consent of the Chief of Police and without loss of pay or time for sick leave.

9. It shall be the duty of the Chief of Police to keep a record of all sick days of all Employees and all accumulations of sick leave.