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A G R E E M E N T

Between:

BOROUGH OF WATCHUNG

COUNTY OF SOMERSET

and

POLICE/MEN'S BENEVOLENT ASSOCIATION

WATCHUNG LOCAL #193

January 1, 1980 through December 31, 1981

ARON,
L & SALSBERG
ATTORNEYS AT LAW
31 SUMMIT AVENUE
JERSEY CITY, NEW JERSEY 07306

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ARON, TILL & SALSBERG
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PREAMBLE

THIS AGREEMENT made this day of
1980, between the BOROUGH OF WATCHUNG, hereinafter referred to
as the "Borough" or "Employer" and NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, WATCHUNG LOCAL NUMBER 193, hereinafter
referred to as the "PBA",

WITNESSETH:

WHEREAS, the Parties have carried on collective bargai
ing for the purpose of developing a contract covering wages,
hours of work and other conditions of employment;

NOW THEREFORE, in consideration of the premises and
mutual agreements herein contained, the Parties hereto agree
with each other in respect to the employees of the Employer
recognized as being represented by the PBA as follows:

ARON.
L & SALSBERG
COUNSELLORS AT LAW
21 SUMMIT AVENUE
MOUNTAIN VIEW CITY, NEW JERSEY 07106

ARTICLE I

RECOGNITION

A. The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all its patrolmen, sergeants and all other superior officers in its police department in Watchung, New Jersey, but excluding the Chief and/or Deputy Chief of Police and all other employees, provided, however, that probationary patrolmen may be dismissed during the probationary period at the discretion of the employer, as a right reserved to it, without the necessity of conferring with the PBA.

ARON,
L. & SALSBERG
COUNSELLORS AT LAW
161 SUMMIT AVENUE
LIVINGSTON CITY, NEW JERSEY 07030

ARTICLE II
MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself without limitation all powers; rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties 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;
3. To suspend, demote, discharge or take other disciplinary action according to law;
4. To promulgate, from time to time, rules and regulations relating to the operation of the Department.
5. To make all decisions relating to the performance of the Borough's safety, operations and other activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized.

ARON,
& SALSBERG
FELLOWS AT LAW
SUMMIT AVENUE
NEW JERSEY 07308

Management Rights continued:

6. To establish any new job classifications and job content and qualifications.

7. To change the job content and duties of any classification.

8. To change, modify or promulgate reasonable rules and regulations.

9. To assign work as it determines will benefit the Borough and/or the public it serves.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey, and of the United States, and ordinances of the Borough of Watchung.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40, 40A or any other national, State, County or local laws or ordinances.

ARON,
L & SALSBERG
COUNSELLORS AT LAW
541 SUMMIT AVENUE
LITTLE ROCK, NEW JERSEY 07308

ARTICLE III

GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

STEP ONE:

An officer with a grievance shall first discuss it with his immediate supervisor either directly or through the PBA's designated representative for the purpose of resolving the matter informally. A grievance must be presented at this Step within one (1) week from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the forementioned time period, it shall not thereafter be considered a grievance under this agreement.

STEP TWO:

If the aggrieved party is not satisfied with the disposition of his grievance at Step One, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step One, he may, within five (5) working days from the Answer at Step One or from the expiration of the time for answer, file a written grievance with the Chief of Police, or in his absence, the Deputy Chief of Police (or other designee of the Chief). A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance with the Chief of Police or his designated representative, the aggrieved party and the PBA's designated representative. A

Grievance Procedure continued:

decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after the holding of such meeting.

STEP THREE:

Within five (5) working days from receipt of the Step Two answer, or if no written decision has been rendered within five (5) working days after the presentation of that grievance at Step Two, then within five (5) working days from the expiration of said time period, the matter may be referred by the PBA, by its designated representative to the Police Commissioner. The grievance shall be delivered to the Police Commissioner personally by the PBA. A meeting on the grievance shall be scheduled within five (5) working days from receipt of the grievance between the PBA and the Police Commissioner, and the meeting shall take place within twenty (20) working days from such receipt. The parties may be represented at this meeting. The meeting shall not be held publicly unless the parties so agree in writing. The Police Commissioner shall render a final written decision within fifteen (15) working days of the date of the meeting.

STEP FOUR:

In the event the aggrieved person is not satisfied with the decision of the Police Commissioner, within five (5) working days from receipt of the Step Three Answer, or if no written decision has been rendered within fifteen (15) working

Grievance Procedure continued:

days after the hearing of that grievance at Step Three, then within five (5) working days from the expiration of the said fifteen (15) day period, the matter may be referred by the PBA by its designated representative to the Mayor and Council by delivering the written grievance to the Borough Clerk. If the grievance is received by the Borough Clerk at least ten (10) working days prior to the next regularly scheduled Council meeting, then a meeting on the grievance shall be held between the PBA and the Mayor and Council at the regular council meeting. If received by the Clerk less than ten (10) working days from the next regular council meeting, then the meeting shall be scheduled at the second regularly scheduled council meeting. The parties may be represented at said meeting. Said meeting shall not be held publicly unless the parties so agree in writing. The Mayor and Council shall render a final written decision within fifteen (15) working days of the date of the meeting.

ARBITRATION

1. In the event the grievance is not resolved at Step Four, or if no decision has been rendered within ten (10) working days after the hearing in Step Four then within thirty (30) days from receipt of the Answer or expiration of said ten (10) days, either party may request in writing that said grievance shall be referred for advisory arbitration.

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COUNSELLORS AT LAW
21 SUMMIT AVENUE
CITY, NEW JERSEY 07108

Grievance Procedure continued:

2. Any party wishing to move a grievance to advisory arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Borough and the PBA. If the Borough and the PBA cannot mutually arrive at a satisfactory arbitrator within twenty (20) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Public Employment Relations Commission of the State of New Jersey which might be pertinent and render his award in writing which shall be advisory only. The cost of the arbitrator's fee shall be borne equally by the Borough and the PBA. Any steward or officer of the Association required in any of the above grievance procedures to settle disputes on any arbitration shall be released from work without loss of pay for such purpose. In the event PERC is not able to provide the required service, the American Arbitration Association will be used. The filing fee of the American Arbitration Association shall be paid in its entirety by the party initially filing the request for an arbitrator. The arbitrator shall have no authority to alter, amend, add to or detract from this Agreement.

B. The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended

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3 SUMMIT AVENUE
CITY, NEW JERSEY 07306

Grievance Procedure continued:

upon mutual agreement between the parties.

C. Any employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the PBA. When an employee is not represented by the PBA, the PBA shall have the right to be present and state its views at all stages of the grievance procedure unless the employee objects to the presence of the PBA representative in which case the PBA may not be present at any stages of this procedure. However, in the event the PBA is not present after final determination at Step Four, if such final determination is made, the PBA will promptly receive a copy of the employee's written grievance and a copy of the final determination thereof.

ARON,
L & SALSBERG
CONSULTANTS AT LAW
51 SUMMIT AVENUE
MORRISTOWN, NEW JERSEY 07306

ARTICLE IV

SALARIES

A. Effective January 1, 1980, the Salary Schedule for all officers recognized as being represented by the PBA shall be as set forth as in Schedule A which is attached hereto and made a part hereof.

ARON,
L. & SALSBERG
COUNSELLORS AT LAW
201 SUMMIT AVENUE
LITTLE ROCK, NEW JERSEY 07308

ARTICLE V

RETENTION OF BENEFITS

A. Except as otherwise provided herein, all benefits which the employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the term of this Agreement.

B. The provisions of all municipal ordinances and resolutions except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

C. All Departmental Rules and Regulations which are in conflict with the terms of this Agreement shall be revised to comply with the Agreement.

D. It is specifically understood that the "police package" items on police vehicles shall not be considered a benefit under Paragraph A, above.

ARTICLE VI

MISCELLANEOUS PROVISION

A. The employer will provide legal aid to all personnel covered by this Agreement to the extent that may be required by law.

B. In addition to the employees' service revolver, an employee may carry a second concealable weapon upon approval of and with permission of the Chief of Police.

ARTICLE VII

DISCRIMINATION OR COERCION

A. 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.

ARON.
L. G. SALSBERG
CONSULTORS AT LAW
41 SUMMIT AVENUE
CITY, NEW JERSEY 07306

ARTICLE VIII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby, and shall continue in full force and effect.

ARON,
L & SALSBERG
COUNSELLORS AT LAW
91 SUMMIT AVENUE
NEW YORK CITY, NEW JERSEY 07308

ARTICLE IX

HOURS OF WORK AND OVERTIME

A. The work day shall consist of eight (8) hours. The work week shall consist of forty (40) hours per week.

B. The work schedule shall be posted two weeks in advance.

C. It is understood that the present ten (10) minutes early reporting time and ten (10) minutes early leaving at the end of the shift shall be continued pursuant to the present policy of the Department and further that the present policy of working one-half (1/2) hour beyond the end of the shift without pay shall be continued subject to the rights of both parties to review and discuss these principles.

All overtime beyond the first one-half (1/2) hour shall be paid at the rate of time and one-half (1-1/2). All overtime is to be paid immediately as accumulated.

D. Employees who are required to remain on telephone standby shall be paid at the rate of one (1) hour for each two (2) hours of standby time that is directed by executive order of the Mayor or order of the Police Commissioner, Chief of Police, or in his absence, the person acting in same capacity.

E. Overtime pay is to be paid in the pay period immediately following the period in which the overtime is incurred according to current policy.

F. Police officers shall be permitted to take their meal break at home so long as same is within two (2) miles from the Borough border; however, if same is one (1) mile or more

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LORRY CITY, NEW JERSEY 07308

Hours of Work and Overtime Continued:

from such border, the approval of the Chief shall be required.

G. In the event a Police Officer is called in to work during other than regularly scheduled hours (but not including any hours directly contiguous to normally scheduled hours), he shall be provided a minimum of two (2) hours work or pay in lieu thereof at the time and one-half (1-1/2) rate.

H. Employees may voluntarily switch shifts amongst themselves, provided advance approval is obtained from the Chief, or in his absence, the Captain.

ARTICLE X
NO STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement the Association will not cause, authorize or support, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his 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, walkout or other job action against the Borough. In the event the Association or any Association member takes part in any strike, or activity aforementioned, the Association agrees that such action will constitute a material breach of this Agreement, as to any parties taking part therein.

B. The Association agrees that it will take or cause to be taken reasonable and prompt procedures and actions to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned. The Association actions will include publicly disavowing such activities and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work along with other steps, if any, as may be necessary.

C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Association member shall be deemed grounds for disciplinary action, including possible termination of employment of such employee or employees.

ARON,
M. & SALSBERG
COUNSELLORS AT LAW
100 SUMMIT AVENUE
LITTLE ROCK, NEW JERSEY 07106

No-Strike Pledge continued:

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough or the Association in their 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 a breach by the Association, its members or the Borough.

ARTICLE XI

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

ARON,
L & SALSBERG
ATTORNEYS AT LAW
11 SUMMIT AVENUE
CITY, NEW JERSEY 07308

ARTICLE XII

VACATIONS

A. All full-time employees of the Department who are covered by this Agreement shall be entitled to the following vacations:

1. After completion of one (1) year of employment:
Ten (10) working days vacation.
2. After completion of two (2) years of employment:
Fifteen (15) working days vacation.
3. After completion of six (6) years of employment:
Sixteen (16) working days vacation.
4. One (1) working day shall be added to vacation after completion of each succeeding year until a total of twenty five (25) working days off is reached after fifteen (15) years.

B. Police officers shall be allowed to take vacations when earned subject to the reasonable discretion of the Chief of Police to assure adequate continuous services.

C. Police officers shall take their vacations at their scheduled time. If the police officer is required by the Chief of Police to work during his/her vacation period, and a mutually acceptable re-scheduled vacation period cannot be agreed upon, then the police officer shall be permitted to carry over to the following year that portion of vacation which he/she was unable to take. The unused vacation carried over, referred to in this section, must be taken during the year of carry over or it shall be forfeited.

Vacations Continued:

D. In the event the police officer cannot take his vacation for reasons other than those required by the Chief in paragraph C, above, then, in that event vacations may be carried over at the discretion of the Chief only.

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COUNSELLORS AT LAW
591 SUMMIT AVENUE
TRENTON CITY, NEW JERSEY 07308

ARTICLE XIII

POLICE VEHICLES

A. All police vehicles purchased after the date hereof shall include AM/FM radios and air conditioners.

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COUNSELLORS AT LAW
591 SUMMIT AVENUE
NEW YORK CITY, NEW JERSEY 07306

ARTICLE XIV
POLICE OFFICERS RIGHTS

A. No more than three (3) designated representatives of the PBA at a time shall be permitted time off to attend mutually scheduled negotiating sessions and grievance sessions, provided that the Chief of Police, or his designated representative, be given reasonable prior notice of the request, and that the efficiency of the police department is not adversely affected thereby.

B. A police officer shall have the right to inspect his or her personnel file within a period of forty-eight (48) hours after the request is made, and at a reasonable time, provided that the Chief of Police, or his designated representative, is present at the time of inspection.

C. The Borough agrees to notify the individual police officer if any material derogatory to the employee is placed in his/her personnel jacket within forty-eight (48) hours. The police officer shall initial such material to signify that he/she has seen it.

D. The Borough shall provide filing cabinets sufficient to allow each patrolman one drawer for storage of duty related paperwork.

E. 1. There shall be only one (1) official employee personnel file for each employee, which shall be retained and maintained at headquarters by staff as designated by the Chief of Police. It is understood, however, that the Borough Clerk may keep a separate file consisting of payroll, attendance, employme

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SHELL & SALSBERG
COUNSELLORS AT LAW
8501 SUMMIT AVENUE
NEW CITY, NEW JERSEY 07308

Police Officer Rights Continued:

and other information necessary to perform the functions of her office.

2. Employee personnel files shall not be forwarded to individuals outside the Borough, nor shall such outsiders have access to said files. (Specifically excepted, however, are other Governmental agencies which require personnel information)

3. In the event an employee has been charged with an offense and is found not guilty after an administrative hearing, or, in the event the results of such a hearing are appealed, then after the proceedings are finally reversed by a Court of competent jurisdiction, then those charges and specifications which were originally made, and which the employee was finally adjudged "not guilty" of, shall be removed from the employee's official personnel file, at his option. This shall not preclude the information from being maintained by the Chief, however, in such other manner or place as he may determine.

F. 1. The employment of an officer's wife or children does not have to be reported to the Department unless specifically requested by the Chief upon stated good cause.

2. Employees may accept and be employed in any off-duty occupation which is not in violation of law or of rules or of procedures. No permission slip shall be required from the Borough as a condition for securing or maintainout outside employment, so long as the employee notified the Chief of the acceptance of said employment

G. 1. The Borough or Department shall not reveal the residence address or telephone number of an employee or any family member to any private person or institution.

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401 SUMMIT AVENUE
LAKELAND CITY, NEW JERSEY 07308

Police Officer Rights Continued:

2. All reports which may be revealed to the public or other agencies shall reflect the member's departmental address in the place of his residence.

3. Neither the Borough nor its agents shall release a roster of police employees.

H. Whenever an employee's pay reflects deductions other than the usual for State and Federal taxes, pensions, loans, union dues, savings bonds, and other routine deductions, the employce shall receive a written explanation of said deductions. Such explanation shall provide the reasons, the amounts, and the authority for making said deductions.

ARTICLE XV

INSURANCE

A. The Borough agrees to continue to provide the current insurance policy with regard to personal injury liability, false arrest, libel, slander, defamation, violation of right of privacy, detention or imprisonment, malicious prosecution, wrongful entry or eviction or other invasion of right of private occupancy for the duration of this Agreement.

B. The Borough reserves the right to change insurance carriers, or programs, at its option provided similar coverage is maintained.

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COUNSELLORS AT LAW
591 SUMMIT AVENUE
JERSEY CITY, NEW JERSEY 07308

ARTICLE XVI

DUES CHECK-OFF

A. The Borough agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually and voluntarily authorize the Borough to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9 e.

B. If during the life of this Agreement there should be any change in the rate of membership dues, the Association shall furnish to the Borough written notice sixty (60) days prior to the effective date of such change.

C. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough. 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 the salary deduction authorization forms submitted by the Association to the Borough.

D. The above deductions should be paid the PBA quarterly.

E. In addition, the Borough shall make deductions for a savings bond program and a credit union if requested in writing by the individual police officers.

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TILL & SALSBERG
COUNSELLORS AT LAW
691 SUMMIT AVENUE
MORRISTOWN, NEW JERSEY 07960

ARTICLE XVII

PROMOTIONAL PROCESS

A. For any promotion within the Watchung Police Department except rank of Chief, a Promotional Examination shall be given and the following items will be made known to the officers prior to their taking the examination:

1. The amount of time from the announcement of the proposed examination until the examination date will be a minimum of one (1) month.

2. The eligibility requirements needed to take the examination and the requirements needed to obtain the rank shall be posted.

3. The length of time that the grade received is valid for consideration of future rank shall be posted.

4. The answer sheet of each Officer taking the test will be retained in their respective personnel files.

5. Prior to the start of the examinations, the value of the following items will be posted:

- a. Written test
- b. Oral test
- c. Departmental Evaluation
- d. Any other factors which will have a bearing upon the final grade received by the Officer.

B. The maximum time between each section of the Promotional Examination will be ten (10) working days and each Officer will be advised by the Chief of Police as to the grade received from each part of said examination.

ARTICLE XVIII

POLICE OFFICERS DISCIPLINARY RIGHTS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The questioning of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The questioning shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any questioning 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 questioned as a witness only, he shall be so informed at the initial contact.

4. The questioning shall be reasonable in length. Ten (10) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every three (3) hours.

5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward

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Police Officers Disciplinary Rights continued:

shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his 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 the ability to conduct the routine and daily operations of the Department.

9. Discipline shall be carried out in accordance with N.J.S.A. 40A:14-147.

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L & SALSBERG
COUNSELLORS AT LAW
111 SUMMIT AVENUE
NEW JERSEY 07106

ARTICLE XIX

SICK LEAVE AND PERSONAL LEAVE

A. Each employee covered by this Agreement shall be entitled to fifteen (15) sick days during each calendar year of this Agreement; however, probationary employees shall receive such sick leave on a prorated basis depending on their months of service.

B. Sick days granted but not used may be credited to the employee for further use, and there shall be a limit on the maximum accumulation of one hundred twenty (120) days.

C. Unused sick leave shall be paid for on retirement to the employee, at the rate earned, at the rate of one (1) day to be paid for every two (2) days accumulated, up to a total of sixty (60) days paid for, one hundred twenty (120) days accumulated.

D. Job related illnesses and injuries which necessitate sick days are not applicable to this Article.

E. If an employee works for up to four (4) hours of his scheduled work day, he shall be charged with only one-half (1/2) day of sick day usage. If he works over four (4) hours, he shall not be charged with sick day usage for that day.

F. In addition to sick leave as provided in paragraph A above, effective January 1, 1980, each employee shall be credited with two (2) sick days for each full year of service as a police officer in the Borough of Watchung. These days shall be added to each employees accumulated "bank" of sick days on a one-time basis.

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HILL & SALSBERG
COUNSELLORS AT LAW
591 SUMMIT AVENUE
TEJ CITY, NEW JERSEY 07308

G. Days added in accordance with paragraph F, above, may not be used unless and until an employee is out ill for thirty (30) consecutive days. In the event of such an illness, the sick time accumulated under paragraph F is to be automatically employed, beginning with the 31st day, whether or not the employee has additional sick time to his credit accumulated under paragraph A above.

H. Employees shall have one-fifth (1/5) of the days added in accordance with paragraph F above, deducted from their "bank" each year until all the days are either used or deducted, whichever occurs first, it being the express intent of the parties that the "bank" is to protect employees in the event of long term illness before they have had a chance to accumulate days under paragraph B above.

I. In addition to the sick days granted herein, each employee shall be entitled to one (1) personal leave day per year, which shall be non-cumulative. Employees must provide two weeks advance notice to the Chief in order to utilize the personal day. If less than two weeks notice is given, days may only be utilized at the discretion of the Chief.

ARTICLE XX

WORK IN HIGHER RANK

A. Patrolmen who work in the capacity of Acting Sergeant or Watch Commander shall be paid at a Sergeant's rate of pay for the time worked in that capacity. To qualify, however, the patrolman must work a minimum of two (2) full days in the elevated position during a calendar week beginning Monday and ending Sunday. The designation of patrolmen to work in the capacity of Acting Sergeant or Watch Commander shall be made by the Chief of Police, or in his absence, the person acting in same capacity.

ARON,
MILL & SALSBERG
COUNSELLORS AT LAW
507 SUMMIT AVENUE
KEY CITY, NEW JERSEY 07306

ARTICLE XXI

A. The 1980 and 1981 clothing allowance shall be Two hundred Fifty (\$250.00) Dollars per year.

B. In addition to the clothing allowance as provided in paragraph A, above, beginning in calendar year 1981, the Borough shall provide seventy-five (\$75.00) Dollars per year as a clothing maintenance allowance.

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ARTICLE XXII

HOLIDAYS

A. The PBA shall be entitled to be paid under the current system of payment for all legal holidays enjoyed by any other Borough employee.

B. All holidays shall be paid in one lump sum on November 15th, except Thanksgiving and Christmas, which shall be paid during December.

ARTICLE XXIII

FUNERAL LEAVE AND DEATH BENEFIT

A. Employees shall be entitled, in the case of the death of an immediate member of his or her family or spouse's family, to a maximum of three (3) days of absence with pay upon approval from the chairman of the committee of the Borough Council having supervision over the employee's department. An immediate member of the family is defined as spouse, parent, child, sister, or brother, mother-in-law or father-in-law.

B. In the event of the death of a relative who resides with the employee, other than an immediate member of the family as above defined, the borough may grant a three (3) day leave of absence with pay.

C. In the event a police officer should be killed while acting in his official capacity in the line of duty, the Borough shall provide a death benefit to the officer's family of up to Two thousand (\$2,000.00) Dollars to help defray funeral expenses.

ARTICLE XXIV

DURATION

This AGREEMENT shall become effective on January 1, 1980 and shall terminate on December 31, 1981.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures.

ATTEST:

BOROUGH OF WATCHUNG

BY: *Blaise J. Baird*

BY: *[Signature]*

ATTEST:

POLICEMEN'S BENEVOLENT ASSOCIATION, WATCHUNG LOCAL #193

BY: *[Signature]*
5-7-80

BY: *Michael Scott*

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591 SUMMIT AVENUE
SEY CITY, NEW JERSEY 07308

SCHEDULE A

SALARY

	<u>1980</u>	<u>1981</u>
Probationary Patrolman	\$12,925.00	\$13,958.00
First Year Patrolman	14,555.00	15,720.00
Second Year Patrolman	16,911.00	18,264.00
Third Year Patrolman	18,723.00	20,221.00
Sergeant	19,870.00	21,558.00
Lieutenant	20,837.00	22,713.00
Captain	22,044.00	24,028.00

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