

COLLECTIVE BARGAINING AGREEMENT

2008-2014

BETWEEN

**NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION
BOUND BROOK LOCAL #380**

AND

BOROUGH OF BOUND BROOK, SOMERSET COUNTY, NEW JERSEY

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AGREEMENT

THIS AGREEMENT, made this 8th day of June 2010, between the Mayor and Council of the Borough of Bound Brook, hereinafter, referred to as "The Borough" or "The Employer" and New Jersey State Policeman's Benevolent Association, Bound Brook Local #380, hereinafter referred to as "The P.B.A.," representing the complete and final understanding of all bargainable issues between the Borough and the P.B.A. in the years 2008 through the end of 2014.

WITNESSETH

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and other conditions of employment;
NOW, THEREFORE, in consideration of the promises 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 P.B.A. as follows:

ARTICLE 1

RECOGNITION

Section I:

The Borough recognizes the P.B.A. as the sole and exclusive bargaining representative of all police officers in the rank of patrol officer, sergeants and lieutenants, including detectives, but excluding all other employees employed by the Police Department, and the Chief of Police.

Section II:

As used in this Agreement, the term "Officer" refers to the aforementioned patrol officers, sergeants and lieutenants, including detectives, employed by the Police Department.

Section III:

As used in this Agreement, the term "working day" refers to the following; those officers working in the uniformed patrol division, a "working day" is a 12-hour day. Those officers assigned to administration, detective bureau, school resource officer, or any other assignment other than patrol, a "working day" is a 8-hour day.

ARTICLE II

RETENTION OF BENEFITS

Section I:

The employer shall not make any unilateral changes to any negotiable terms and conditions of employment without entering into negotiations with the PBA with respect to impact thereof.

Section II:

Except as otherwise provided herein, and unless changed by operation of applicable law, all rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying shall be maintained and continued by the employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

Section III:

The provisions of all municipal ordinances and resolutions affecting negotiable terms and conditions of employment, 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 it is set forth herein at length.

Section IV:

Modifications of the terms and conditions of employment shall be subject to the negotiation process.

ARTICLE III

MANAGEMENT RIGHTS

Section I:

The employer hereby retains and reserves unto itself 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:

- a. To hire executive management;
- b. To have administrative control of the government and its properties and facilities and the activities of its employees;

- c. 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
- d. To take disciplinary action permitted by law for good and just cause.

Section II:

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the terms of the Agreement and by the Constitution and laws of the United States.

ARTICLE IV

EMPLOYEE RIGHTS

The Employee Bill of Rights attached hereto as Exhibit A is hereby incorporated by reference as if set forth verbatim herein.

ARTICLE V

CRITICAL INCIDENT STRESS POLICY

The Critical Incident stress Policy attached hereto as Exhibit B is hereby incorporated by reference as if set forth verbatim herein.

ARTICLE VI

GRIEVANCE PROCEDURE

Definition:

A grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation or application of this Agreement, policies or administrative decisions affecting an officer or a group of officers.

Procedures:

Level I

The grievant and the president of the P.B.A., or his duly authorized and designated representative, shall present and discuss the grievance(s) orally with the immediate supervisor within thirty (30) calendar days of the occurrence giving rise to the grievance(s) or from the time the grievant could reasonably have had knowledge of said event. Failure to present said grievance(s) within the aforesaid time period shall constitute abandonment of same unless the time periods have been modified by mutual consent. The immediate supervisor shall answer the grievance(s) within ten (10) calendar days from the date of the presentation. If an answer is not presented within ten (10) calendar days from the date of the presentation, the grievance automatically proceeds to Level II.

Level II

If the grievance(s) is not resolved at Level I, or if an answer has not been received by the P.B.A. within the time set forth on Level I, the P.B.A. shall present the grievance(s) in writing within ten (10) calendar days to the Chief of Police or his duly designated representative. At the request of either party, discussions to settle said grievance(s) may ensue. The Chief of Police shall answer the grievance(s) in writing within ten (10) calendar days after receipt of said grievance(s). If an answer is not presented within ten (10) calendar days from the date of the presentation, the grievance automatically proceeds to Level III.

Level III

If the grievance(s) is not resolved at Level II, or if no answer has been received by the P.B.A. within the time set forth in Level II, the grievance(s) may be presented in writing to the Mayor and Council within twenty (20) calendar days. At the request of either party, a meeting shall be held within ten (10) calendar days in an attempt to settle said grievance(s). The decision of the Mayor and Council shall be given in writing to the P.B.A. within twenty-one (21) calendar days after the receipt of the grievance(s). If an answer is not presented within (21) calendar days from the date of the presentation, the grievance automatically proceeds to Level IV.

Level IV

If the grievance(s) is not settled in the Level provided for in this Article as set forth above, the P.B.A. shall have the right to submit grievance(s): a) involving policies and administrative decisions to advisory arbitration; and b) involving the interpretation or application of this Agreement to binding arbitration under rules and regulations of the New Jersey State Public Employment Relations Commission (P.E.R.C.). The decision of the arbitrator, along with his reasoning, shall be submitted in writing to the Council and P.B.A. and the cost of the arbitrator's services shall be borne equally between the parties. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any term of this Agreement. The decision of the arbitrator, along with his/her reasoning, shall be submitted in writing to the Borough and P.B.A. The arbitrator shall be without power to establish work schedules or salary structures. The cost of the arbitrator's services shall be borne equally between the parties.

ARTICLE VII

BASE SALARY, WAGES AND LONGEVITY

Section I:

The salary schedule for all officers recognized as being represented by the P.B.A. shall be set forth in Schedules A, B, C, D, E, F and G which are attached hereto and hereby made a part hereof. The salary schedules shall be for the years 2008, 2009, 2010, 2011, 2012, 2013 and 2014.

The schedule for each year shall be effective as of January 1 of that year.

Section II:

Longevity

In addition to the above annual basic wage, each officer shall be paid a longevity increment based upon his years of continuous employment as of January 1st of his qualifying year in accordance with the following schedule:

Five (5) years – 3%
Ten (10) years – 4%
Fifteen (15) years – 4%
Twenty (20) years – 4%
Twenty-five (25) years – 4%

Said longevity payments shall be paid in accordance with the payment practices as they existed prior to the effective date of this Agreement. Holiday pay shall be included in the calculation of longevity compensation.

ARTICLE VIII

HOLIDAY PAY

The borough designates the following holidays for the life of this contract:

New Years Day	Martin Luther King's Day	Presidents day	Good Friday
Memorial Day	Independence Day	Labor Day	Columbus Day
General Election Day	Thanksgiving Day	Day after Thanksgiving	
Christmas Day			

Each officer shall be paid for the above twelve (12) holidays at his regular working day rate.

ARTICLE IX

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the P.B.A. because of membership or activity in the P.B.A. The P.B.A. or any of its agents shall not intimidate or coerce employees into membership. Neither the employer nor the P.B.A. shall discriminate against any employee because of race, color, creed, age, sex or national origin.

ARTICLE X

LOST OR DAMAGED EQUIPMENT

The Borough shall repair or replace any item of the officer's designated uniform or equipment that is lost or damaged in performance with his duties provided that such a loss or damage was not a result of negligence on the part of the officer. In the latter case, repair and replacement shall be at the officer's expense.

The Borough shall repair or replace articles of personal property of an officer commonly worn while working, these items to include watches, all eyewear and contact lenses, which is lost or damaged in the performance of his duty, provided that such a loss or damage is not a result of negligence on the part of the officer. In the latter case, repair or replacement shall be at the officer's expense.

The loss or damage shall be reported to the supervising officer on the shift that the loss or damage occurred. In the event of damage, the items shall be turned over to said supervising officer. The reimbursement received on the above conditions will be up to \$300.00 per item.

ARTICLE XI

CLOTHING AND MAINTENANCE ALLOWANCE

Each member of the Police Department shall receive an annual clothing/maintenance allowance of one thousand five- hundred dollars (\$1,500.00). Nine hundred dollars (\$900.00) for clothing shall be payable to a Borough approved vendor using the voucher system. This amount will be available as of January 1 of each year. Six hundred dollars (\$600.00) shall be payable for maintenance using the voucher system. This amount will be available by April 1 of each year except in the case of emergency or absolute necessity in which situation, application may be made

for an earlier availability of funds to a particular officer. The Chief of Police shall prepare an approved list of items of clothing and equipment required to insure uniformity.

Detectives shall be entitled to the same clothing/maintenance allowance with the understanding that they are to be in possession of one (1) complete serviceable uniform.

ARTICLE XII

BULLETPROOF VESTS

The Borough shall pay for one (1) bulletproof vest for each member of the department. The vests shall at least meet the specifications and quality of the vests utilized in 2003 prior to the institution of this contract. Vests will be replaced at the expiration of their useful life as designated by the manufacturer's specifications.

ARTICLE XIII

LAYOFF POLICY

It shall be the Borough's policy with regard to layoffs that the last individual hired shall be the first individual laid off.

ARTICLE XIV

VACATIONS

Employees enjoying the benefits under this Agreement shall be entitled to an annual paid vacation on the following basis and are earned January 1st of his qualifying year in accordance with the following schedule:

<u>Employment</u>	<u>Vacation Time</u>
Six (6) months but less than a year	8 working days
One (1) year but less than six (6) years	13 working days
Six (6) years but less than eleven (11) years	17 working days
Eleven years but less than sixteen (16) years	21 working days
Sixteen years but less than twenty-one (21) years	26 working days
Twenty-one (21) years or more	31 working days plus one (1) day for

each year over twenty-five (25) years

The vacations above can be taken any time from January 1st through December 31st with preference given to seniority.

ARTICLE XV

SICK LEAVE

Section I:

- A. Each officer shall be paid during periods of sick leave fifteen (15) working days per year. Any employee who utilizes 50% or less of his allowed sick days in any calendar year shall be entitled to two (2) personal days off in the following year. These personal days must be used in the year they are received and can not be “banked”.
- B. Sick leave may be used by an employee for personal illness; illness in his immediate family which requires his personal attendance upon the ill person; quarantine restrictions; pregnancy of the spouse/significant other or disabling injury. The term immediate family for the purpose of this paragraph shall mean and refer only to the employee’s spouse/significant other, child, parents of either spouse or any other member residing in the employee’s household.

Any sick days not utilized in a calendar year may be accumulated at the discretion of the officer. There shall be no maximum limit to the number of sick days accumulated. An officer may elect to have unused sick days of that calendar year purchased by the Borough at the end of each calendar year at the rate of one (1) day for every two (2) sick days. Any such election shall be communicated to the Borough Clerk/Administrator by October 1 of each year. In the event no notice is provided by the yearly date, the unused days shall be deemed to have been accumulated. All accumulated days remaining at an officer’s retirement shall be compensated for at the rate of one (1) day pay for every three (3) days accumulated.

Section II:

Pursuant to practice, in the event that an officer qualifies for municipal, state or federal disability payments, said officer shall continue to receive his/her full rate of pay and shall return any monies received through the Borough’s insurance program to the Borough.

Section III:

An officer who is absent because of disability caused in the usual course of his/her employment and directly in the line of duty must have such absence certified by a Borough or insurance carrier selected physician at the Borough’s expense. Pursuant to practice, in the event that an officer qualifies for workmen’s compensation said officer shall continue to receive his/her

full rate of pay and shall return any monies received through workmen's compensation for temporary disability to the Borough. Such absence will not be charged against the officer's sick leave.

Section IV:

Consistent with applicable State law, no officer while on sick leave from the Borough shall be otherwise employed or engaged in any outside work or employment whatsoever.

Section V:

In cases of two (2) working days of consecutive reported absence due to illness or disability, the Chief of Police shall have the right to require a doctor's certificate of illness, which may include a statement of fitness for duty. This shall only apply where there is suspected abuse of the sick leave provisions of the Agreement. The Chief shall not contact an officer's physician without the officer's prior consent.

Section VI:

All absences on account of illness or disability shall be reported at least two (2) hours prior to the start of the shift whenever possible.

Section VII:

In the event of an injury caused in the course of employment, the injured officer, or his/her immediate superior, if the officer is incapacitated, should report such injury in a timely manner to the Borough Clerk, who will process the necessary forms for insurance purposes. The officer should then report to a physician selected by the Borough and the physician's report and bill should be forwarded to the Borough.

Section VIII:

In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

Section IX:

The Chief of Police may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Borough, by a physician chosen by the employee from a panel of physicians designated by the Borough. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

ARTICLE XVI

FUNERAL/BEREAVEMENT LEAVE

SECTION I: FUNERAL LEAVE

- A. Employees shall be granted time off from day of death until day of funeral to attend or make arrangements for a funeral of a deceased member of the employee’s immediate family. The immediate family is defined as spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, sister-in-law, brother-in-law, grandparents, grandchildren, relative residing in the employee’s home, or significant other. This time shall not be charged against the employee’s sick or vacation time.
- B. For non-immediate family (ie., aunt, uncle, niece, nephew, cousins, etc..), employees shall be granted two (2) days off for viewing and funeral.

SECTION II: BEREAVEMENT LEAVE

- 1. All employees covered by this agreement shall be entitled to leave without loss of pay for all time lost from work as outlined below based on the relationship of the decease to the employee. These days are in addition to the time off between the day of death and the day of burial.

Relationship
 Spouse, child, parent of child, grandchildren, parents, and Spouse parents.....
5 working days.

Brother, sister, grandparents, grandchild, brother and sister-in-laws, any relative of the employee’s household).....3 working days.

ARTICLE XVII

SCHEDULE

- I. Officers shall be given at least ninety-six (96) hours prior notice of a schedule change except in cases of bona fide emergencies.
- II. The work week for steady day personnel (ie., Administration, Det. Bureau, S.R.O.) shall consist of an 8 hour work day as follows; 5 days on followed by 2 days off. (ie., work mon-fri., off sat-sun.) The work schedule for uniformed personnel (ie.,Sgts., Ptlmn.) shall be a 12 hour work day as follows; 2 days on followed by 2 days off, 3 days on followed by 2 days off and 2 days on followed by 3 days off. Any change to this clause will result in the re-opening of this Article immediately upon notice of any said change for the purpose of allowing the PBA consultation

on any such change. Employees working a 12-hour day shall continue to receive 9 working days off as compensation for working 9 extra days per year.

ARTICLE XVIII

P.B.A. RIGHTS AND PRIVILEGES

A. The state delegate of the Association shall be granted one (1) day leave of absence with pay each month for the purpose of attending any monthly meeting organized or sanctioned by the New Jersey State Police Benevolent Association, Inc.

1. The Delegate shall provide the Chief of Police with reasonable written notice of such meeting.
2. Meeting leave days will not be limited to meetings which occur during the Delegate's workday but may be utilized for any shift scheduled on the day of the meeting.
3. The State Delegate and association President or their alternates shall be granted leave of absence with pay to attend conventions organized by the New Jersey State Benevolent Association, Inc. Said leave shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from convention. A certificate of attendance to the State convention shall, upon request, be submitted by the representative so attending.
 - a. The delegate shall provide the Chief of Police with reasonable written notice of the convention.
 - b. Convention leave of absence will be provided for the Annual State convention and the State mini-convention.
4. The P.B.A. shall be authorized to use a designated bulletin board at Police headquarters for the posting of P.B.A. notices. This bulletin board shall be in a common area and shall be free of any and all materials that are not P.B.A related. The bulletin board shall be maintained by the Association President or his duly appointed representative.
5. Officers of the P.B.A. are allowed up to 3 hours per week to conduct Union business.

ARTICLE XIX

RETIREMENT BENEFITS

Section I:

Each member of the Police Department having twenty-five (25) years or more of service shall be entitled to, upon retirement, severance pay equal to twenty-five percent (25%) of his annual salary without deduction for vacation or sick time.

Section II:

Upon retirement, each Police Department member's medical-surgical insurance premiums shall be continued to be paid by the Borough provided that such members shall have served the Borough for twenty-five (25) or more years at the time of retirement.

Section III:

All accrued payouts at retirement shall be paid out in equal installments over the course of three (3) budget years with dates of payments proposed by the retiring officer. Any such proposal, so long as it covers three (3) budget years, shall not be unreasonably denied. This shall not prevent any mutual agreement between the Borough and the retiring officer to either shorten or expand the payout period.

ARTICLE XX

COURT PAY

Each court attendant and member of the Police Department who shall be required to attend court outside of their scheduled hours, or the officers scheduled day off, shall be paid a minimum of four (4) hours of overtime pay at a rate of time and one-half. All additional time spent at court over the four (4) hours shall be compensated at the rate of time and one-half.

ARTICLE XXI

SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation or court decision cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE XXII

REIMBURSEMENT FOR EXPENSES

Section I:

Terms and Conditions

a. **Court Appearances**

Meals and mileage expenses shall be paid to an officer who attends court, with the exception of civil court, outside the Borough in connection with a matter arising out of the Borough's employment when the Chief determines it is impractical to eat at home and/or fails to provide transportation.

b. **Schools, Training and Other Assignments**

Meals and mileage expenses shall be paid to an officer who is on an official assignment including overtime assignment, when the Chief determines that it is impractical for the officer to eat at home and/or fails to provide transportation.

Section II:

Meals

Meals shall be paid in full following approval by the Chief when incurred under the above listed "Terms and Conditions". The mileage shall be paid at a rate of eighteen cents (\$.18) per mile, computed from the officer's home and returning to same when incurred under the above "Terms and Conditions".

ARTICLE XXIII

EDUCATIONAL INCENTIVE COMPENSATION

The borough will pay to each individual officer the following amounts for possessing a degree:

Associate Degree	\$600 per year
Bachelor's Degree	\$1400 per year
Master's Degree	\$1800 per year.

These figures are not cumulative.

All credits previously earned and those while employed as a police officer of the Borough shall be included. The borough will also pay to each individual officer the sum of Ten Dollars (\$10.00) per credit earned, up to a maximum of sixty (60) credits, for those officers who have not yet completed a degree program. Proof of college credits must be supplied by those officers involved to receive compensation.

Compensation paid to each officer shall be paid by November 15th of each year. The Borough will pay to the officer or on his behalf, the actual cost of law enforcement classes successfully passed by the officer at an accredited college, provided such officer has obtained the prior approval of the Police Department for such course.

Education and training classes are periodically made available to members of the Police Department through various providers. A notice of all classes made available to department members shall be posted.

ARTICLE XXIV

PERSONAL DAYS

Section I:

All officers shall be granted four (4) "personal" working days off per calendar year. Officers will be permitted to take the dates requested provided that four (4) working days advanced notice has been given to the Chief of Police. Management reserves the right to deny personal days in the event of a departmental emergency. The necessity of utilizing officers for overtime shall not constitute an "emergency" for purposes of this section. Said "personal" days may be added to the vacation leave specified in Article XIV.

Section II:

In any event "personal" working days referred to in Section I are not used, they may be accumulated.

Section III:

An officer may be granted a "personal" working day off upon approval of his immediate supervisor, and will not have to conform to the mandated four (4) days notice.

ARTICLE XXV

PERSONNEL FILES

Section I:

All officers shall have the right to inspect and photocopy their personnel file (except in the event of a prior or ongoing investigation) 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 and photocopying. A representative of the Association may be present when requested by the officer.

Section II:

No document or report shall be placed in an officer's personnel file without prior notice to the officer. In the case of derogatory material, the officer shall have the opportunity or may be required to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The officer shall also have the right to submit a written answer to such derogatory material and his answer shall be attached to the file copy.

ARTICLE XXVI

OVERTIME

Section I:

Intradepartmental Overtime: Regular or full-time officers of equal or lesser ranks shall be given preference for all intradepartmental overtime assignments. No officer shall be eligible for overtime if he has not performed his last duty assignment unless such overtime is a result of schedule changes.

Section II:

Police Services for Special Events Throughout Said Organizations: With regard to requests for police protection at special events or by outside organizations, a regular full-time officer shall have preference for such assignments. Assignments shall be distributed as equally as possible among the members of the department and shall not interfere or conflict with the performance of the officer's regular duties. No officer shall be eligible for special assignments if he has not performed his last duty assignment.

ARTICLE XXVII

ON CALL SUBPOENA PAY

Each member of the department shall be entitled to two (2) hours of regular hourly pay for each eight (8) hours during which they are on call for trial testimony pursuant to prosecutorial subpoena or notice provided they are not already on duty during at least one-half of the hours during which testimony may be required pursuant to the time specified in the subpoena or notice or regular hours of the applicable court. All officers will make a reasonable good faith attempt to determine when they are released from on call status. In no case will compensation for on call status be extended beyond the week of the subpoena or notice unless a new subpoena or notice is issued.

ARTICLE XXVIII

ON CALL PAY

All employees shall be entitled to on call compensation on the following terms and conditions. Each officer shall be entitled to one (1) hour of regular hourly pay for each working day during which they are on call.

ARTICLE XXIX

OUT OF RANK PAY

Anyone working above his rank shall receive the compensation of the higher rank for the hours worked beginning immediately upon assuming the role of the higher rank.

ARTICLE XXX

CALL BACK PAY

Any officer who is called back to work for a time period outside of his regularly scheduled shift which time period is not contiguous, not immediately before or after the regularly scheduled shift, shall be entitled to call back pay of a minimum of four (4) hours of overtime pay or to compensation at overtime rates for the actual time worked if more than four (4) hours. This shall include training and other departmental ordered meetings. Officers who are required to work non-scheduled time which is contiguous to (immediately before or after) a regularly scheduled shift

shall be entitled to overtime pay (time and a half) multiplied by the actual time worked with no minimum payment.

ARTICLE XXXI

NO STRIKE

There shall be no strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the P.B.A. shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The employer shall have the right to take disciplinary action, including discharge, against any employee participating in violation of the provisions of the Article.

ARTICLE XXXII

LEGAL AID

The employer shall provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty in accordance with current state statutes. This shall not be applicable in any disciplinary or criminal proceedings instituted against the employees by the employer. The attorney selected shall be reasonably satisfactory to the officer.

ARTICLE XXXIII

DENTAL PLAN

The Borough shall provide each member of the department with a family policy of insurance covering dental expenses in accordance with a plan. The borough's responsibility is not more than \$40.16 per month per department member which shall be their only obligation. The departmental members shall be responsible for any and all increases in costs after the first year and above the \$40.16 per month per officer baseline. The department, at its discretion may select an alternative policy, in later years, with the Borough's obligation being exclusively limited to \$40.16 per month per department member. This policy will not be precedential or evidential for purposes of establishing any co-payment obligation for general medical coverage.

ARTICLE XXXIV

MEDICAL DENTAL CO-PAYMENT

Any officer hired after the effective date of this contract shall be entitled to medical/dental payments in accordance with the following schedule which includes co-payments:

A. Upon completion of three (3) months of full-time employment and thereafter, officers shall be entitled to individual and dependant medical/dental coverage. Beginning May 21, 2010, all officers shall contribute an amount equal to 1.5% of their salary as required by NJS 40A:-10-21 to the cost of medical benefits. The dental plan payment limitations set forth in the prior section shall remain.

ARTICLE XXXV

REPRESENTATION FEE

If an employee does not become a member of the P.B.A. during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the P.B.A. for that membership year. This fee shall be the maximum allowed by law.

Section I:

Notification

Prior to March 1 of each year, the P.B.A. will submit to the employer a list of those employees who have neither become members for the then current membership year nor paid directly to the P.B.A. the full amount of the representation fee for that membership year. The employer will deduct from the salaries of such employees, in accordance with Paragraph II below, the full amount of the representation fee and promptly will transmit the amount so deducted to the P.B.A.

Section II:

Payroll Deduction Schedule

The employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the employer; or

- b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position.

Section III:

Termination of Employment

If an employee required to pay a representation fee terminates his employment with the employer before the P.B.A. has received the full amount of the representation fee to which it is entitled under this Article, the employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question. The PBA must provide borough with notice of amount due.

Section IV:

Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fee and the transmission of such fees to the P.B.A. will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the P.B.A.

Section V:

Changes

The P.B.A. will notify the employer in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the employer receives said notice.

Section VI:

New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the employer will submit to the P.B.A. a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job, title, and date of employment for all such employees.

Section VII:

Indemnification

The P.B.A. agrees to indemnify and hold the Borough harmless against any liability which may arise by reason of any action taken by the Borough in complying with the provisions of this Article, provided the Borough gives the P.B.A. timely notice in writing of any claim, demand, suit or other form of liability arising out of the implementation of this Article. This indemnification shall include all legal costs.

ARTICLE XXXVI

SEPARABILITY

In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

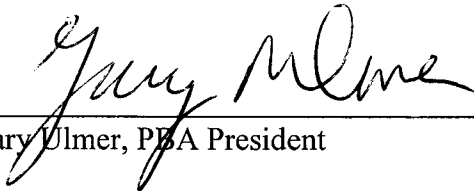
ARTICLE XXXVII

DURATION

This Agreement shall become effective as of January 1, 2008 and shall terminate on December 31, 2014 and shall continue in full force and effect until a successor Agreement is signed.

**FOR THE P.B.A.
BOUND BROOK LOCAL #380**

**FOR THE BOROUGH OF
BOUND BROOK**



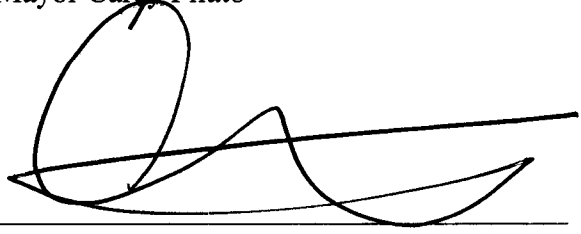
Gary Ulmer, PBA President



Mayor Carey Pilato



Michael Fairlie, State PBA Delegate



Anthony Pranzatelli, Negotiations
Committee Chairman

Dated: 6/30/10

Dated: 6/30/10

SCHEDULE A

The following base salaries shall be paid for the respective following year to employees hired prior to 1/1/2010: (2.75% increment)

<u>POSITION</u>	<u>2008</u>
Lieutenant	\$93,213
Sergeant	\$86,694
Detective	\$83,360
Patrolman, after completion of the probationary period and four (4) years	\$80,011
Patrolman, after completion of the probationary period and three (3) years	\$73,177
Patrolman, after completion of the probationary period and two (2) years	\$67,944
Patrolman, after completion of the probationary period and one (1) year	\$57,257
Patrolman, during one (1) year probationary period	\$52,882

SCHEDULE B

The following base salaries shall be paid for the respective following year to employees hired prior to 1/1/2010: (2.75% increment)

<u>POSITION</u>	<u>2009</u>
Lieutenant	\$93,213
Sergeant	\$89,078
Detective	\$85,652
Patrolman, after completion of the probationary period and four (4) years	\$82,211
Patrolman, after completion of the probationary period and three (3) years	\$75,189
Patrolman, after completion of the probationary period and two (2) years	\$69,812
Patrolman, after completion of the probationary period and one (1) year	\$58,832
Patrolman, during one (1) year probationary period	\$54,336

SCHEDULE C

The following base salaries shall be paid for the respective following year to employees hired prior to 1/1/2010: (1.50% increment)

<u>POSITION</u>	<u>2010</u>
Sergeant	\$90,414
Detective	\$86,937
Patrolman, after completion of the probationary period and four (4) years	\$83,444
Patrolman, after completion of the probationary period and three (3) years	\$76,317
Patrolman, after completion of the probationary period and two (2) years	\$70,859
Patrolman, after completion of the probationary period and one (1) year	\$59,714
Patrolman, during one (1) year probationary period	\$55,151

SCHEDULE C

The following base salaries shall be paid for the respective following year to employees hired after 1/1/2010:

<u>POSITION</u>	<u>2010</u>
Sergeant	\$90,414
Detective	\$86,937
Patrolman, after completion of the probationary period and Seven (7) years	\$83,444
Patrolman, after completion of the probationary period and six (6) years	\$77,094
Patrolman, after completion of the probationary period and five (5) years	\$70,745
Patrolman, after completion of the probationary period and four (4) years	\$64,396
Patrolman, after completion of the probationary period and three (3) years	\$58,047
Patrolman, after completion of the probationary period and two (2) years	\$51,698
Patrolman, after completion of the probationary period and one (1) year	\$45,349
Patrolman, during one (1) year probationary period	\$39,000

SCHEDULE D

The following base salaries shall be paid for the respective following year to employees hired prior to 1/1/2010: (2.75% increment)

<u>POSITION</u>	<u>2011</u>
Sergeant	\$92,900
Detective	\$89,328
Patrolman, after completion of the probationary period and four (4) years	\$85,739
Patrolman, after completion of the probationary period and three (3) years	\$78,416
Patrolman, after completion of the probationary period and two (2) years	\$72,808
Patrolman, after completion of the probationary period and one (1) year	\$61,356
Patrolman, during one (1) year probationary period	\$56,668

SCHEDULE D

The following base salaries shall be paid for the respective following year to employees hired after 1/1/2010:

<u>POSITION</u>	<u>2011</u>
Sergeant	\$92,900
Detective	\$89,328
Patrolman, after completion of the probationary period and Seven (7) years	\$85,739
Patrolman, after completion of the probationary period and six (6) years	\$79,214
Patrolman, after completion of the probationary period and five (5) years	\$72,690
Patrolman, after completion of the probationary period and four (4) years	\$66,167
Patrolman, after completion of the probationary period and three (3) years	\$59,643
Patrolman, after completion of the probationary period and two (2) years	\$53,120
Patrolman, after completion of the probationary period and one (1) year	\$46,596
Patrolman, during one (1) year probationary period	\$40,073

SCHEDULE E

The following base salaries shall be paid for the respective following year to employees hired prior to 1/1/2010: (2.75% increment)

<u>POSITION</u>	<u>2012</u>
Sergeant	\$95,455
Detective	\$91,784
Patrolman, after completion of the probationary period and four (4) years	\$88,097
Patrolman, after completion of the probationary period and three (3) years	\$80,572
Patrolman, after completion of the probationary period and two (2) years	\$74,810
Patrolman, after completion of the probationary period and one (1) year	\$63,043
Patrolman, during one (1) year probationary period	\$58,226

SCHEDULE E

The following base salaries shall be paid for the respective following year to employees hired after 1/1/2010: (2.75% increment)

<u>POSITION</u>	<u>2012</u>
Sergeant	\$95,455
Detective	\$91,784
Patrolman, after completion of the probationary period and Seven (7) years	\$88,097
Patrolman, after completion of the probationary period and six (6) years	\$81,392
Patrolman, after completion of the probationary period and five (5) years	\$74,689
Patrolman, after completion of the probationary period and four (4) years	\$67,986
Patrolman, after completion of the probationary period and three (3) years	\$61,283
Patrolman, after completion of the probationary period and two (2) years	\$54,580
Patrolman, after completion of the probationary period and one (1) year	\$47,877
Patrolman, during one (1) year probationary period	\$41,174

SCHEDULE F

The following base salaries shall be paid for the respective following year to employees hired prior to 1/1/2010: (2.50% increment)

<u>POSITION</u>	<u>2013</u>
Sergeant	\$97,842
Detective	\$94,079
Patrolman, after completion of the probationary period and four (4) years	\$90,299
Patrolman, after completion of the probationary period and three (3) years	\$82,586
Patrolman, after completion of the probationary period and two (2) years	\$76,680
Patrolman, after completion of the probationary period and one (1) year	\$64,620
Patrolman, during one (1) year probationary period	\$59,682

SCHEDULE F

The following base salaries shall be paid for the respective following year to employees hired after 1/1/2010: (2.50% increment)

<u>POSITION</u>	<u>2013</u>
Sergeant	\$97,842
Detective	\$94,079
Patrolman, after completion of the probationary period and Seven (7) years	\$90,299
Patrolman, after completion of the probationary period and six (6) years	\$83,427
Patrolman, after completion of the probationary period and five (5) years	\$76,557
Patrolman, after completion of the probationary period and four (4) years	\$69,686
Patrolman, after completion of the probationary period and three (3) years	\$62,816
Patrolman, after completion of the probationary period and two (2) years	\$55,945
Patrolman, after completion of the probationary period and one (1) year	\$49,074
Patrolman, during one (1) year probationary period	\$42,204

SCHEDULE G

The following base salaries shall be paid for the respective following year to employees hired prior to 1/1/2010: (2.50% increment)

<u>POSITION</u>	<u>2014</u>
Sergeant	\$100,288
Detective	\$96,431
Patrolman, after completion of the probationary period and four (4) years	\$92,556
Patrolman, after completion of the probationary period and three (3) years	\$84,651
Patrolman, after completion of the probationary period and two (2) years	\$78,597
Patrolman, after completion of the probationary period and one (1) year	\$66,235
Patrolman, during one (1) year probationary period	\$61,174

SCHEDULE G

The following base salaries shall be paid for the respective following year to employees hired after 1/1/2010: (2.50% increment)

<u>POSITION</u>	<u>2014</u>
Sergeant	\$100,288
Detective	\$96,431
Patrolman, after completion of the probationary period and Seven (7) years	\$92,556
Patrolman, after completion of the probationary period and six (6) years	\$85,513
Patrolman, after completion of the probationary period and five (5) years	\$78,471
Patrolman, after completion of the probationary period and four (4) years	\$71,428
Patrolman, after completion of the probationary period and three (3) years	\$64,386
Patrolman, after completion of the probationary period and two (2) years	\$57,344
Patrolman, after completion of the probationary period and one (1) year	\$50,301
Patrolman, during one (1) year probationary period	\$43,259