

CONTRACT

Between

*Spotswood Borough*

BOROUGH OF SPOTSWOOD

And

P.B.A LOCAL #225

January 1, 1989 through December 31, 1990

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
OCT 13 1989  
RUTGERS UNIVERSITY

LAW OFFICES OF  
RUDERMAN & GLICKMAN  
56 Park Place  
Newark, New Jersey 07102  
(201) 624-7755

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AGREEMENT

This Agreement entered into this            day of            , 1989, by and between the Borough of Spotswood, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough," and Policemen's Benevolent Association, Local No. 225, duly appointed representative of the Police Department of the Borough of Spotswood, excluding the Chief of Police, hereinafter called the "Association," represents the complete and final understanding on all bargainable issues between the Borough and the Association.

The period of this Agreement shall be - January 1, 1989 to December 31, 1990.

MEMORANDUM OF AGREEMENT

The BOROUGH OF SPOTSWOOD and P.B.A. LOCAL 225, subject to formal approval and ratification, hereby agree to resolve all issues in dispute at interest arbitration, as follows:

1. The duration of the contract shall be from January 1, 1989 through December 31, 1990.

2. Effective January 1, 1989 salaries of unit members shall be increased by seven (7%) percent across-the-board.

3. Effective January 1, 1990 salaries of unit members shall be increased by 6.33% across-the-board and the dental plan shall be upgraded by two levels.

4. For 1989 a new salary schedule shall be developed for employees not yet hired as of this date. That schedule shall have the same top patrolman pay as the schedule for current unit members. It shall retain the 1988 starting salary and shall add one additional step to achieve maximum. The new steps shall be of relatively equal dollar differences. This 1989 guide shall be subject to the January 1, 1990 6.33% across-the-board increase for 1990.

5. For all future hirees only, the personal day benefit shall be two (2) days in the first year of employment; three (3) days in the second year; four (4) days in the third year and five (5) days in the fourth year.

6. For all future hirees only, the current 15-year level of vacation shall be effective upon twenty (20) years rather than fifteen (15).

7. All vacation days in the current schedule shall be expressed in the appropriate number of "work days" rather than the current "calendar days." This is purely a conversion factor. There is no adding or subtracting of actual vacation time.

8. The parties agree to allow the use of civilian dispatchers and that the Captain shall remain in the bargaining unit.


9. The "Franklin Township" Bill of Rights clause shall be substituted for the current Article XXIV.

10. The prior agreements in these negotiations shall be incorporated in the new contract.

11. The parties shall reach mutual agreement as to the language changes in the new contract. The Arbitrator retains jurisdiction pending final contract execution.

The undersigned agree to recommend ratification and approval.

FOR THE BOROUGH

  
\_\_\_\_\_  
GEORGE R. BALASCK  
Mayor

\_\_\_\_\_  
DATED

ATTEST:


\_\_\_\_\_  
REGGIE PASTERCZYK  
BOROUGH CLERK

FOR THE P.B.A

\_\_\_\_\_  
WILLIAM MC DONALD

  
\_\_\_\_\_  
VINCENT J. AMENDOLA

  
\_\_\_\_\_  
HOWARD KEENAN

  
\_\_\_\_\_  
JACK OLIVER

\_\_\_\_\_  
JAMES ROESE

\_\_\_\_\_  
JOHN RUHL

**ARTICLE I**

**RANK AND SALARY**

Within the Police Department of the Borough of Spotswood there shall be designated the following ranks and salaries:

<b>A. <u>PATROLMEN</u> hired before 1/1/89</b>	<b><u>1989 SALARY</u></b>	<b><u>1990 SALARY</u></b>
Beginning of the first year to the completion of the first year	\$24,926.00	\$26,505.00
Beginning of the second year to the completion of the second year	\$27,723.00	\$29,478.00
Beginning of the third year to the completion of the third year	\$29,705.00	\$31,586.00
Beginning of the fourth year and thereafter	\$32,243.00	\$34,284.00
<b>B. <u>PATROLMEN</u> hired after 1/1/89</b>	<b><u>1989 SALARY</u></b>	<b><u>1990 SALARY</u></b>
Beginning of the first year to the completion of the first year	\$23,296.00	\$24,771.00
Beginning of the second year to the completion of the second year	\$25,583.00	\$29,149.00
Beginning of the third year to the completion of the third year	\$27,770.00	\$29,528.00
Beginning of the fourth year to the completion of the fourth year	\$30,007.00	\$31,906.00
Beginning of the fifth year and thereafter	\$32,243.00	\$34,284.00
<b>C. <u>OFFICERS</u></b>	<b><u>1989 SALARY</u></b>	<b><u>1990 SALARY</u></b>
Captain	\$37,486.00	\$39,859.00
Sergeants	\$34,777.00	\$36,978.00

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

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

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

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

G. The Borough will pay the members all retroactive pay and benefits due as a result of this Agreement no later than ninety (90) days after it is signed by all parties. This assumes that no unforeseen circumstances arise which would prevent payment within ninety (90) days, in which case the P.B.A. will be informed of the reason and given the estimated date payment will be made.

## ARTICLE II

### GRIEVANCE PROCEDURE

This section is intended to provide members of the Police Department, regardless of rank, with a fair method of resolving disagreements with respect to policy, working conditions or other problems.

1. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.

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

A. The aggrieved employee shall reduce the grievance to writing and present it to his immediate superior (first step). If the aggrieved employee does not receive satisfaction, he shall present his grievance to the Captain of Police, if available. This action shall be considered the second step. If, upon reaching the second step, the employee does not receive satisfaction, he shall present his grievance to the Chief of Police, for his action. This action shall be considered the third step. If the employee does not receive satisfaction at the third step, he shall present his grievance to the Mayor of the Borough for his action. This shall be considered the fourth step of the grievance procedure. Step five, if the grievance is not settled through steps, one, two, three and four, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

B. Any employee or group of employees may present a grievance at any time.

C. When a grievance has been initiated, the superior being presented with the grievance shall make all efforts to satisfy all persons concerned.

D. Any employee or group of employees instigating a complaint or grievance may have a representative chosen by them present during the hearings at any step of the grievance procedure.

E. No step of this procedure shall exceed seven (7) working days. If, after seven (7) days, the employee does not receive a written reply to his grievance, it shall automatically be assumed that the grievance has been denied and the grievance shall be considered released for presentation to the next step in the procedure.

F. Any grievance must be initiated within fifteen (15) working days of its occurrence or the grievance can be denied. This provision shall not apply where extraordinary circumstances beyond the control of the grievant prevent filing within fifteen (15) days.



ARTICLE III

LONGEVITY

A. The percentage of longevity shall be predicated upon the current year's salary of the officer. The longevity payments shall commence on the first pay period after the anniversary date and shall be prorated from the date on which the longevity payments commence.

B. It is further agreed between said parties to this Agreement that longevity payments shall be made in accordance with the following schedules:

- |  |   |     |
|--|---|-----|
| 1. Commencing upon the first day of the fifth year of service        | - | 2½% |
| 2. Commencing upon the first day of the ninth year of service        | - | 4½% |
| 3. Commencing upon the first day of the thirteenth year of service   | - | 5½% |
| 4. Commencing upon the first day of the seventeenth year of service  | - | 6½% |
| 5. Commencing upon the first day of the twenty-first year of service | - | 7½% |

## ARTICLE IV

### EXTRA PAY FOR OVERTIME

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

A. Court appearances in any court for any purpose scheduled beyond the average work day and not within the period of time in which the particular officer is scheduled for his normal working day or hours. In the event a member is assigned overtime and the location of that overtime is outside the geographic boundaries of the Borough of Spotswood, overtime shall be paid from time of departure to time of return to point of origin. Point of origin shall in most cases be considered as Spotswood Police Headquarters. This shall include, but not be limited to, required appearances in criminal, quasi-criminal, civil and administrative hearings, but specifically excludes disciplinary actions.

B. All court appearances whether civil or criminal in nature which arise from the member performing his/her police duties which require said member to appear in answer to a subpoena shall be compensated at the overtime rate. The minimum amount of overtime payment for court appearance shall be one (1) hour in overtime payment. All court appearances which occur during the employee's work tour shall be exempted from the provisions of this article.

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

D. If and when a particular officer is required to complete paperwork, either by use of the typewriter or such other work as may be required in the completion of reports, the officer in charge shall assign when possible, such a period of time as may be required to complete the duty assigned during the shift of the officer.

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

F. Overtime payment shall be made in all cases on the basis of one and one-half (1½) times the normal current hourly wage. However, a grace period of thirty (30) minutes before the designated tour of duty as a shift shall begin is acknowledged.

G. The regular work day shall start at 8:00 a.m., or as scheduled by superiors, and shall end twenty-four (24) hours later.

H. Eight hours shall constitute a normal day's work and said eight hours shall be continuous.

I. The regular "work week" shall begin on Monday at the beginning of the employee's "work day" and end the following Monday at the same time.

J. Overtime pay at the rate of one and one-half (1½) times the employee's regular rate will be paid for any one of the following:

1. All hours worked in excess of eight (8) hours within any period of twenty-four (24) consecutive hours from the time the employee is scheduled to start work or actually starts work, whichever

is earlier, or in excess of forty (40) hours in any one work week, whichever calculation gives the greater amount of pay. When such period of twenty-four (24) hours has begun (consecutive), it shall continue for twenty-four (24) consecutive hours. A new period shall begin at the expiration of the previous period if the employee is then at work and continues working, otherwise the new period shall begin when the employee is next scheduled to work or actually starts working, whichever is earlier. Any period of twenty-four (24) consecutive hours may not overlap into another twenty-four (24) consecutive hour period for the purpose of this provision.

2. All hours worked on the sixth "work day" worked in the "work week."
  3. All hours worked on a day of rest as originally scheduled except when a scheduled day of rest is changed at the request of, or for the convenience of, an employee or group of employees. Overtime pay at the rate of three and one-half (3½) times shall be paid for all overtime hours worked on a holiday.
  4. All hours worked on a scheduled shift which requires an employee to report to work less than twelve (12) hours after the end of his last shift worked, except when the short time between work periods results from the employee working hours beyond and in addition to his last scheduled shift.
  5. Overtime pay at the rate of two (2) times the employee's regular rate will be paid for all hours worked on the "seventh work day" worked in the work week.
  6. When an employee whose scheduled hours of work are changed from one shift to another in a scheduled day of work, or whose scheduled day of rest is changed to a scheduled day of work, with less than twenty-four (24) hours of notice prior to the new reporting time, and who works the revised schedule, shall receive an allowance of two (2) hours pay at his regular rate (straight time) or, any Police Officer who elects to work a double shift sixteen (16) hours shall receive four (4) hours pay at his regular straight time rate of pay, except when such change is made under any of the following conditions:
    - a. When the change in schedule is made for the convenience of the employee or for the convenience of a majority of the employees involved whose schedules are changed.
    - b. When the change in schedule is made because of the employee's health, assignment ~~to another division.~~
  7. When more than one overtime rate is applicable, only the highest applicable rate will be assigned.
  8. Overtime pay at the rate of one and one-half (1½) times the employee's regular rate will be paid for all hours worked in excess of seven consecutive days.
- K. No police officer shall be compelled to work more than twelve (12) hours in any twenty-four (24) hour period. This shall not prevent police officers from working more than twelve (12) hours in a twenty-four (24) hour period at their acceptance. The intent of this section is to limit the number of hours which an officer may be compelled to work to twelve (12) hour maximum in any twenty-four (24) hour period. The officer may, if he chooses, work a double shift, or eight (8) hours on duty, eight (8) hours off duty, and eight (8) hours on duty, but cannot be ordered to do so, except as specified in sections D and E of this Article.
- L. Members of the Detective Bureau only shall be granted two (2) hours straight time pay for any time they are called in on their off-duty time to assist or initiate an investigation. This will be in addition to their overtime pay for the hours actually worked on the investigation.
- M. Members of the Department shall receive a supplemental pay for working the afternoon and midnight shifts. Such monies shall be paid on a monthly basis to the member as part of his regular paycheck. Monies shall be paid in accordance with the below schedule:

1. Afternoon Shift (1600 - 2400) - \$.40/hr.  
Midnight Shift (2400 - 0800) - \$.55/hr.

2. Such supplemental pay shall be separate and apart from any other monies and shall not be used in the computation of hourly or overtime rates.

N. Any member of the Department who shall be placed on emergency stand-by in accordance with the rules and regulations of the Department, shall receive the sum of one-half ( $\frac{1}{2}$ ) his hourly rate for every hour that he is on stand-by. The member shall remain on stand-by until notified otherwise by his superior, or until he shall report for full duty.

O. When changes are made regarding an employee's posted scheduled days and hours of work or rest, said employee shall be notified by Administration as soon as possible either by phone or written notice.

P. Whereas Department members assigned to the Detective Bureau are on stand-by for calls twenty-four (24) hours a day and alternate weekends, and any member of the Department who is assigned to weekend Detective stand-by duty shall receive one and one-half ( $1\frac{1}{2}$ ) hours pay at time and one-half for each day of weekend stand-by duty. The amount shall be payable in the next regular paycheck.

Q. Any member attending a school that requires him to stay away from home overnight shall be furnished with suitable lodging and 3 meals per day. The Borough shall pay for the meals and lodging unless they are included in the price of the school.

ARTICLE V

HOLIDAYS

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

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

**B. Each member of the Department shall receive one (1) day off with pay for each holiday on which he shall work. The officer may elect to work and get straight time pay in lieu of having a compensatory day off if there is work available, at the discretion of the Chief.**

1. Each member of the Department shall receive by December 1, a special pay check for the thirteen (13) paid holidays computed at his daily rate of pay.

2. The compensatory day given for a holiday worked shall be selected by the officer and such selection shall not be arbitrarily denied.

**C. In the event of emergent situations or any reason beyond the control of the officer or member of the force wherein it is not possible for him to take advantage of the accredited time, he shall receive double time rate of pay for each day accredited. However, for each holiday on which he is required to work, in addition to the one day off with pay, he shall be compensated for the day on which he worked on the basis of double time or twice the current rate.**

**D. Special Holidays: Any special holiday declared by the President of the United States, Governor of New Jersey, or the Mayor of Spotswood which is benefitted by other day employees of the Borough of Spotswood shall give officers similar time off.**

ARTICLE VI

CLOTHING ALLOWANCE

A. Clothing allowance at the rates listed below shall be paid directly to each member during January of each new year and maintenance allowance shall be paid directly to each member during April of each new year.

\$599.00	-	clothing
\$150.00	-	maintenance

B. Probationary members of the Department who have not been members of the Police Force prior to such probation shall receive an initial allowance of a sum not less than six hundred fifty (\$650.00) dollars for his clothing allowance, to be paid to the supplier upon presentation of a voucher.

C. Members of the Department shall have a free choice in making clothing purchases and not be questioned thereon except if the condition of their equipment is so bad as to justify inquiry therein, subject to Departmental regulations.

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

E. If, as a result of such exposure, potential or actual infestation to an officer's clothing or other belongings, said items must be discarded, the employer shall reimburse the officer for the entirety of the belongings so discarded and shall bear the full cost of any and all sanitization procedures necessary to prevent further infestation or exposure to others to include the officer's person, clothing, personal automobiles, home and family.

ARTICLE VII

SICK LEAVE

A. Sick leave shall accrue for regular full-time employees at the rate of one and one quarter (1¼) days per month during the first calendar year of employment, and one and one-quarter (1¼) working days per month in every calendar year of employment thereafter, and shall accumulate from year to year.

B. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness, accident resulting in injury or exposure to contagious disease. Sick leave may be used by an employee for illness in his immediate family which requires the employee's attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries. For the purpose of this paragraph, immediate family shall mean spouse, child, parent, or unmarried brother, sister, relative or dependent person living under the same roof.

C. An employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than two (2) hours before the employee's usual reporting time except in cases of sudden illness or emergency. Failure to give such notice may be cause of denial of the use of sick leave without absence, and may constitute cause for disciplinary action.

D. The Chief of Police or his designee may at any time require proof of illness of an employee on sick leave, whenever such a requirement appears reasonable.

E. Absence for five (5) consecutive days without notice shall constitute a resignation on the employee's behalf.

F. In cases of leaves of absence ordered by the Borough or County Health Department due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work and time lost will not apply to sick leave time or any loss of pay.

G. Sick leave shall be considered independent of any other leave of absence herein provided.

H. In the event of accident or illness resulting in the disability of the member of the force for any reason other than such disability being considered in the line of duty shall be subject to the following provisions:

I. Article VIII Section A-1 is hereby included by reference.

1. The exhaustion of all sick days to which the member shall be entitled.

2. The placing of the member on an extended sick leave with provisions on the part of the member himself to take advantage of the available compensation through whatever sources may be necessary.

## ARTICLE VIII

### INJURY-LEAVE

A. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to full pay for a period of up to one (1) year, upon compliance with and in accordance with the rest of this Article.

1. When a Borough employee is injured or contracts sickness in the line of duty, the Borough Council shall, pursuant to R.S. 40:11-8, pass a resolution giving the employee up to one (1) year's leave of absence with pay. When such action is taken, the employee shall not be charged any sick leave time for time lost due to such sickness, injury or illness.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report before the end of his shift to the Chief of Police or the Officer in charge.

C. It is understood that the employee must file an injury report with the Chief of Police or Officer in charge so that the Borough may file the appropriate Workmen's Compensation Report. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier or the Borough physician that he is unable to work and the Borough may reasonably require the employee to present such certificate from time to time.

E. If the Borough does not accept the certificate of the physician designated by the insurance carrier, the Borough shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Borough.

F. In the event the Borough appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. If a conflict arises between the employee's personal physician and the opinion of the Borough or insurance carrier physician regarding his fitness to return to duty, the employee shall have the right to have a third examination by another physician at the Borough's expense. The third examining physician shall be selected through mutual agreement of the employee and/or his personal physician and the Borough physician and/or insurance carrier physician. The decision of this third physician, shall decide the employee's immediate fitness for duty.

G. The Borough, at its option, and upon certification by the Borough appointed physician, may extend the disability pay for no more than one (1) additional year. The Borough appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

H. In the event any employee is granted said injury leave, the Borough's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Borough.

I. If the Borough can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Borough to the extent which is provided within this Agreement and any Ordinance in effect governing the Borough of Spotswood Police Department.



**ARTICLE IX**

**BEREAVEMENT LEAVE**

**A. Leave of absence by reason of death in the immediate family of the member shall be granted five (5) consecutive working days, the day of the funeral being one (1) of the five (5) days. Immediate family shall include spouse, child, parent, grandparent, brother, sister or spouse's child, parent, grandparent, brother sister or other relative living under the same roof.**

**B. Leave with pay not exceeding two (2) days shall be granted to an employee in the event of the death of an Aunt or Uncle. The last day an employee may take under this section will be the day of the funeral, unless time is needed for travel, in which case the final day may be the day following the funeral.**

**C. Reasonable verification of the event may be required by the employer and shall not be requested in an arbitrary or capricious manner.**

ARTICLE X

PERSONAL-DAYS

A. It is further agreed between the parties to this Agreement that each member of the Spotswood Police Department, shall be entitled to five (5) personal days per year with full pay, which personal days shall not be accumulative.

1. Employees hired after 1/1/89 shall receive personal days under the following schedule:

- a. 2 days during first year of employment
- b. 3 days during second year of employment
- c. 4 days during third year of employment
- d. 5 days thereafter

B. Said personal days may be used only upon twenty-four (24) hours notice.

C. No member of the Department of Police shall request a personal day off on any holidays granted through contract, or for reasons of attending any P.B.A. Local #225 sponsored function, unless the request is made in consideration of an emergency. Only one (1) member of the Department of police will be allowed to take a personal day off per work day, which is from 8:00 a.m. to 8:00 a.m.

D. Any member asking for leave, with or without pay, for whatever reason he may think it necessary, may be passed upon and approved by the Mayor and the Superior Officer of the Department.

E. Members may elect to be paid for unused personal days earned in a given year at their regular rate of pay and to be paid after December 1 of each year.

ARTICLE XI

TERMINAL LEAVE

A. Upon full retirement or permanent disability retirement under the Police and Fire Retirement System, or upon death or involuntary termination by the Borough, all employees who have accumulated sick days prior to December 31, 1983 shall receive terminal leave pay in the amount of their accumulated sick time on the basis of one (1) day terminal leave pay for each accumulated sick day at employee's current rate of pay, at the time of retirement.

B. Upon full retirement or permanent disability retirement under the Police and Fire Retirement System, or upon death or involuntary termination by the Borough, all employees accumulating sick days beginning January 1, 1984, shall be paid for their unused accumulated sick days on the basis of one (1) day terminal leave pay for every two (2) accumulated sick days, not to exceed twelve thousand (\$12,000.00) dollars computed upon the employee's current rate of pay at the time of retirement. Such pay as outlined in this paragraph shall be in addition to any monies the employee may be entitled to under Paragraph A of this Article.

C. An employee terminating his employment for any reasons other than retirement under the P.F.R.S., or upon death or involuntary termination by the Borough shall not be reimbursed for any unused accrued sick leave.

D. At the employee's option, terminal leave shall be paid in one of the following ways:

1. Lump Sum.
2. Take terminal leave in the amount of their accumulated sick time to be paid in equal bi-weekly installments.
3. Any combination of the above.

E. Terminal leave shall be paid at the employee's current rate of pay at the beginning of the terminal leave period. Employees shall not continue to accrue any additional time-related benefits, including salary increases, while on terminal leave.

**ARTICLE XII**

**PROMOTION**

Assignments or transfers to or from sections, bureaus and other divisions of the Police Department shall be based on merit and not require a written or oral examination. Assignments to sections, bureaus or other divisions shall be made solely at the discretion of the Chief of Police, after reviewing an individual's past performance and/or evaluation reports, and paying particular attention to those qualities that pertain to the assignment involved. There will be nonmonetary gains from these assignments other than overtime worked in excess of the normal hours of a work day.

## ARTICLE XIII

### VACATIONS

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

- |  |   |   |
|--|---|---|
| 1. Less than one year                    | - | One working day for each month worked in the previous year with a maximum of ten working days |
| 2. One year but less than three years    | - | Ten (10) working days   |
| 3. Three years but less than ten years   | - | Twenty (20) working days  |
| 4. Ten years but less than fifteen years | - | Twenty-five (25) working days   |
| 5. Fifteen years and over                | - | Thirty (30) working days  |

B. Employees hired after January 1, 1989 shall receive the last step of the vacation schedule (paragraph A5) upon twenty years service.

C. Employees who become eligible for an additional week vacation during the calendar year shall receive additional vacation based on the following schedule.

1. One additional day for each month worked between the employee's anniversary date and December 31, up to a maximum of five days.

2. Employees hired on or before the fifteenth of the month will be given credit for the full month.

D. Only two (2) weeks consecutively may be taken during the months of JUNE, JULY and AUGUST. Once in each four (4) year period a member may take up to four (4) weeks consecutively during JUNE, JULY and AUGUST. No restrictions on the other months of the year. Individual vacation days may be taken upon seventy-two (72) hours notice being given to the employee's immediate supervisor.

E. Vacation day/week choices shall be based on rank and seniority within each rank. There shall be two (2) lists of members of the Police Department. The first list shall consist of all ranking officers excluding the Chief of Police, Captain and members of the Detective Bureau, in order of seniority. The second list shall consist of non-ranking officers in order of seniority. There shall be allowed at least one (1) member from each list on vacation at one time.

F. Employees may elect payment at their regular rate of pay for vacation weeks not taken and worked, but employees must take off at least ten (10) days of vacation during the year. Election of straight time pay in lieu of vacation will only be granted when work is available for the employee. Extra pay will be distributed in a separate check from the regular bi-weekly pay check.

G. Employees receiving at least twenty (20) vacation days per year may carry over to the next year ten (10) individual days or two (2) weeks not taken during the previous vacation year.

H. The current practice of scheduling vacations either fronting or backing weekends shall be continued. Weekends could be defined as more than two (2) days consistent with current practice.

ARTICLE XIV

INSURANCE

A. The member of the Police Department from time of appointment will be covered by the following medical insurance plans.

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

B. Members who elect alternate (RCHP, etc.) coverage under the State Health Benefits program shall be required to pay the employee's share of the difference between traditional and alternate coverages as required by State statute.

C. All members of the Police Department shall be given a complete physical check-up once a year. Such physical check-up shall include an electrocardiogram test, complete blood test, chest x-ray, and all members of the Police Department shall have their eyes examined once (1) yearly by a qualified optometrist. The cost of the above examination to be absorbed by the Borough.

D. The Borough will reimburse the employee for eyeglasses or contact lenses required as a result of an examination up to one hundred (\$100.00) dollars in a calendar year.

E. The Borough shall pay full cost for medical insurance coverage for retirees and their spouses and children normally covered. Provision of this benefit shall be governed by applicable State statutes regarding such coverage.

F. The Borough agrees to continue providing the current medical insurance coverage to the surviving spouse and dependent children of any currently employed member who dies, for a period of one (1) year from the date of death.

G. The Borough shall provide dental insurance coverage to all members and dependents. There will be no cost borne by the member with the exception of orthodontic premiums which shall be paid by the member for all eligible dependents age 18 or under. Effective January 1, 1990 the dental program will be upgraded by two (2) steps.

H. All employee deductions required by this Agreement shall be deducted monthly from the member's pay check.

I. The Borough reserves the right to change insurance carriers or institute a self insurance program so long as the same or substantially similar benefits are provided. Plan administration shall be given due weight when determining plan and coverage similarity. It is acknowledged that prior to any such change the Borough will consult the P.B.A. and will consider suggestions and analysis of said changes as submitted by the P.B.A.

J. All members of the Police Department from time of their employment are covered by the following liability insurance coverage under the Middlesex County Municipal Joint Insurance Fund:

- |                           |                |
|---------------------------|----------------|
| 1. False arrest coverage  | \$5,000,000.00 |
| 2. Professional Liability | \$5,000,000.00 |

ARTICLE XV

EDUCATION

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

B. It shall be incumbent upon the Chief of Police to post all such school openings in a prominent position so that each and every member of the Department may be made aware of the availability of the school and be afforded an opportunity to attend. Any member of the Department may submit a written request to attend any such job related school and shall receive a written reply within fourteen (14) days of such submission.

C. With the approval of the Department Head the Borough shall pay (one-time only) ten dollars (\$10.00) per college credit earned in a given year for job-related college courses taken and passed. Payment will take place upon receipt of transcript proving successful completion of course.

ARTICLE XVI

PERSONAL SAFETY AND SECURITY

A. During the year 1978, a suitable parking area at Police HQ shall be paved and spaces designated for the use of P.B.A. members' cars. The Borough is not mandated to provide outside lighting and fencing for the protection of personal and emergency police vehicles, but this shall be done at the discretion of the Mayor and Council when the Borough's economic condition permits.

B. Each marked police vehicle shall be equipped with a prisoner cage protection for the prisoner's safety as well as the police officers.

C. Officers who are ordered or respond by virtue of circumstances to the aid of police officers of neighboring communities shall be fully protected and covered by all applicable health, life and other insurances as well as Workmen's Compensation. Officers in said situations shall be entitled to all rights and benefits as would they had the situation occurred within the borders of their own jurisdiction.



**ARTICLE XVII**

**COMPENSATION FOR USE OF PERSONAL AUTOMOBILES**

**A. Any member of the Police Department who shall be required to use his personal auto for police use shall be compensated in the amount of twenty-two (.22) cents per mile of use under the following conditions:**

- 1. Patrol or other police use where the officer is required to use his personal automobile.**
- 2. Use of personal autos for any schools, courts, etc.**

**B. When a police officer is required to use their personal vehicle for Police purposes, such as surveillance, patrol, stakeout, the Borough shall reimburse the office for any damages done to the vehicle as a direct result of the assigned duty.**

ARTICLE XVIII

P.B.A. EXPENSES AND OFFICES

A. The Borough will pay the annual State P.B.A. membership dues for all members. It is understood that the dues include a State-wide life insurance policy.

B. The Borough shall allow the State delegate one (1) day off per month to attend State P.B.A. meetings if such meeting occurs on a regularly scheduled work day.

C. The Borough shall provide a private office, file cabinet and desk for the sole and exclusive use of the P.B.A. if, as and when the space is available in the reasonable opinion of the Borough. The P.B.A. shall be allowed to use the Borough copy machine and shall be supplied with copy paper for its use.

D. The Delegate shall be allowed to alter his working schedule with the approval of the Chief or his designee so as to be able to attend the bi-monthly meetings of the Tri-County P.B.A.

E. The P.B.A. shall have full right and authority to investigate and apply for any federal, state or county funds or grants which may be available to the Borough or the Department and which will be of benefit to the Borough, P.B.A. or Department. The Borough is obligated to provide any and all information or records, that is necessary, or deemed necessary by the P.B.A. for the completion of such grants or funds. The Borough is further obligated to provide all support for the P.B.A. inclusive of the Business Administrator's services to respond to questions of the membership.

F. The Borough shall print, or cause to be printed, a full amended copy of each new contract between the Borough and the P.B.A., and shall distribute such copies to each member of the P.B.A. within forty-five (45) days of ratification of the contract by membership of the P.B.A. Costs of such printing and distribution shall be borne solely by the Borough.

ARTICLE XIX

DETAILING OF EMPLOYEES

Any officer of the Police Department detailed to a temporary position of higher temporary rank due to death, retirement, or demotion shall be paid the rate of pay for that higher temporary rank immediately. If such detailing shall occur due to injury the higher rate of pay shall take effect after ten (10) days.

**ARTICLE XX**

**DEATH BENEFITS**

In the event of an officer's death, all accumulated sick time, vacation time, personal days and/or other benefits convertible to cash shall be paid to the officer's surviving spouse or, in her absence, the dependent children or, in their absence, according to the laws of intestacy.

**ARTICLE XXI**

**SAVINGS CLAUSE**

Should any part of any provision herein contained be rendered or disclosed invalid by reason of any existing or subsequently enacted State or Federal legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

ARTICLE XXII

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, facilities, and its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods of equipment, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized as long as not conflicting with this Agreement.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Borough.

5. To suspend, demote or take any other appropriate disciplinary actions against any employee for just cause according to law.

6. Nothing contained herein shall prohibit the Borough from contracting out any work.

7. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

8. To hire civilians as dispatchers.

B. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any national, state, or local laws or regulations.

ARTICLE XXIII

MUTUAL COOPERATION PLEDGE

Parties hereto agree that the first priority of the P.B.A. and the Borough of Spotswood shall be the protection of life and property at all times.

The P.B.A. agrees that during contract negotiations, contract disputes, grievances, or any other impasse or dispute between the Borough of Spotswood and the P.B.A., the P.B.A. will not engage in, encourage, sanction or suggest strikes, mass resignations, mass absenteeism, slowdowns, blockouts, or other similar actions which would involve suspension of or interference with normal work performance.

The Borough of Spotswood agrees that during contract negotiations, contract disputes, grievances, or any other impasse or dispute between the P.B.A. and the Borough of Spotswood, that Borough of Spotswood will not engage in, encourage, sanction or suggest changes in work rules, policies, working conditions, regulations or other tactics tending to be of a harassing nature.

Both parties hereby agree to submit all issues unresolved and in dispute to arbitration according to the laws of the State of New Jersey and the rules and regulations of the Public Employment Relations Commission. The cost incurred during mediation or arbitration shall be divided equally between the P.B.A. and the Borough of Spotswood.

A violation of this Agreement and pledge by either the P.B.A. or the Borough of Spotswood shall be considered an unfair labor practice.

ARTICLE XXIV

OUTSIDE EMPLOYMENT AND ACTIVITIES

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty, subject to limitations of this Agreement.

B. It is understood that the full-time employees will consider their position with the Borough as their primary employment. Any outside employment or activity must not interfere with the employee's efficiency in his position with the Borough and must not constitute any conflict of interest.

C. All outside employment shall be listed with the Chief of Police. The information provided to the Chief of Police shall include the outside employee's name, address, and Employer's name and address.



## ARTICLE XXV

### BILL OF RIGHTS

A. The wide ranging powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty. If it is required that the employee report to headquarters on his off-duty hours, he shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he was remiss in his duties or found guilty of a preferred charge.

2. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the employee of the nature of the investigation. If the employee is to be questioned as a witness only, he shall be so informed at the initial contact.

3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are necessary.

4. The complete interrogation of the employee shall be recorded mechanically or by Department stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.

5. The employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. If an employee is under arrest or is the subject of an investigation, he shall be so advised that he is under investigation, and shall be given his rights pursuant to current decisions of the U.S. Supreme Court.

7. In all cases and at every stage of the proceedings the Department shall afford an opportunity for the employee, if he so requests, to consult with counsel, consultant, and/or his P.B.A. representative(s) before being questioned concerning any violation or complaint of any type, which may result in any action being taken against said employee.

8. No complaint against a law enforcement officer shall be investigated unless the complaint be duly sworn to before an official authorized to administer oaths.

ARTICLE XXVI

DURATION OF AGREEMENT

Section 1:

This Agreement shall become effective as of January 1, 1989 and shall expire December 31, 1990. Both parties agree to commence negotiations for the year of 1991 in accordance with then applicable rules of the Public Employment Relations Commission.

Section 2:

In the event negotiations are not completed for a new agreement by the expiration date of this Agreement, the parties agree that this Agreement shall remain in full force and effect until such time as the new agreement is reached.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Spotswood, New Jersey on this 28th day of September, 1989.

LOCAL 225

BOROUGH OF SPOTSWOOD  
MIDDLESEX COUNTY, NEW JERSEY

By: *Howard Keener*

By: *George R. Balascak*  
George R. Balascak, Mayor

WITNESS:

WITNESS:

*Vincent J. Amadio*

*Reggie Pasterczyk*  
Reggie Pasterczyk  
Borough Clerk