

Contract # 1889

LIBRARY
INSTITUTE OF MANAGEMENT

DEC 10 1993

RUTGERS UNIVERSITY

COLLECTIVE BARGAINING AGREEMENT

1991, 1992 and 1993

BETWEEN

MIDDLESEX BOROUGH POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 181

AND

THE BOROUGH OF MIDDLESEX
1200 MOUNTAIN AVENUE
MIDDLESEX, NEW JERSEY 08846

TABLE OF CONTENTS

	PAGE NO.
PREAMBLE.....	1
I.....REPRESENTATION FEE.....	1 & 2
II.....JUST-CAUSE PROVISION.....	2
III.....GRIEVANCE PROCEDURES.....	2,3 & 4
IV.....HOURS OF WORK AND OVERTIME.....	4 & 5
V.....BASE SALARIES.....	5
VI.....LONGEVITY BENEFITS.....	5
VII.....CLOTHING ALLOWANCE.....	6
VIII.....HOLIDAYS.....	6
IX.....EMERGENCY DAY.....	7
X.....VACATIONS.....	7
XI.....UNLIMITED SICK LEAVE.....	8
XII.....NON-JOB RELATED INJURIES.....	8
XIII.....BEREAVEMENT LEAVE.....	8
XIV.....INSURANCE POLICIES.....	9
XV.....EMPLOYEE RIGHTS DURING INVESTIGATIONS.....	10
XVI.....RETENTION OF BENEFITS.....	10
XVII.....SEPARABILITY CLAUSE.....	11
XVIII.....MISCELLANEOUS PROVISIONS.....	11 & 12

PREAMBLE:

This agreement made this _____ day of _____ 1991, between the Borough of Middlesex, hereinafter referred to as the "Borough" and the Middlesex Borough Policeman's Benevolent Association, Local No. 181, hereinafter referred to as the "PBA", with the members of the bargaining unit hereinafter referred to as "Employees."

WHEREAS, the Borough has recognized its obligation to negotiate with the PBA pursuant to the provisions of the New Jersey Employer-Employee Relations Act (N.J.S.A. 34A-1 et seq., as amended);

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties hereto agree to the following terms and conditions:

I. REPRESENTATION FEE:

If an employee does not become a member of the PBA 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 PBA for that membership year. This fee shall be the maximum allowed by law.

1. NOTIFICATION: Prior to March 1st of each year, the PBA will submit to the Borough a list of those employees who have neither become a member of the PBA for the then current membership year nor paid directly to the PBA the full amount of the representation fee for that membership year. The Borough will deduct from the salaries of such employees, in accordance with section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

2. PAYROLL DEDUCTION SCHEDULE: The Borough 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 deduction will begin on the first paycheck paid:

- (a) Ten days after receipt of the aforesaid list by the Borough; or
- (b) Thirty days after the employee begins his employment in a bargaining unit position.

3. PROCEDURES: If the affected employee, group of employees, or the PBA fails to commence a grievance within ten (10) calendar days after the grievant knew or should have known about the occurrence of a grievable event, then and in that event the grievance shall be considered waived. Failure at any level of this procedure to communicate a decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be an abandonment of the grievance or an acceptance by the grievant of the decision at that level. All decisions shall be in writing with supportive reasons provided. The steps in the grievance procedure shall be as follows:

STEP ONE:

A grievance should first be presented verbally to the immediate supervisor and the supervisor must either arrange a mutually satisfactory settlement of the grievance within 48 hours or advise the grievant of his inability to do so. The immediate supervisor may not make any decision contrary to the existing policies of the department.

STEP TWO:

If the grievance cannot be settled at step one, the grievant, and/or a PBA representative, may present a written grievance to the Captain, with a copy to the Chief of Police, within a forty eight (48) hour period (excluding weekends) after being notified the initial grievance was denied.

The grievance shall be stated as completely and clearly as possible and is to be signed by the grievant and/or PBA representative. The Captain is to initial and date the grievance upon receipt and return a copy of same to the grievant. The Chief of Police, or the Captain, acting on behalf of the Chief, will make a decision concerning the grievance with 48 hours (excluding weekends) after the receipt of the grievance and will submit to the grievant, with a copy to the Borough Police Committee, a written report setting forth his determination and his reasons for same.

STEP THREE:

If the grievant is not satisfied with the determination made by the Chief, or the Captain, acting on his behalf, the grievant and/or the PBA representative, may present the written grievance to the Borough Police Committee with 48 hours (excluding weekends) after the grievance was denied in step two. The Borough Police Committee will conduct a hearing within ten (10) days after the receipt of the Chief's or Captain's written determination with respect to the grievance and the Borough Police Committee shall render a written decision with respect to said grievance within one (1) week after the hearing.

STEP FOUR:

If the grievant wishes to present the grievance to the Mayor and Council, he or they must do so in writing within 48 hours (excluding weekends) after being notified that the grievance has been denied by the Police Committee by filing it with the Borough Clerk, with a copy submitted to the Chief of Police. The Borough Clerk shall present the grievance to the Mayor and Council at the next scheduled agenda meeting and the Mayor and Council will conduct a hearing within two weeks after receipt of the written grievance from the Borough Clerk. Thereafter, the Mayor and Council shall render a written decision with respect to said grievance within (2) weeks after the hearing.

STEP FIVE:

In the event the grievant is dissatisfied with the determination of the Mayor and Council, the grievant shall have the right to binding arbitration pertaining to any grievances. A request for binding arbitration shall be made under the rules and regulations of the Public Employees Relations Commission no later than ten (10) days following the receipt by the grievant of the determination of the Mayor and Council. Failure to file within said time period shall constitute a bar to such arbitration. In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs. All papers and documents relating to the grievance and its disposition will be placed in the grievant's personnel file.

IV. HOURS OF WORK AND OVERTIME:

1. Police employees will be reimbursed for overtime at the rate of one and one half times their regular hourly rate of pay for all time worked in excess of an eight (8) hour tour of duty. The employee shall have the option of direct cash payments or compensatory time off, according to the following:

a. Monetary compensation for overtime worked shall be made within the next pay period of the month in which the overtime was earned.

b. Employees may accrue up to 480 hours of compensatory time. This time may be taken at any time, subject to the approval of the Chief of Police or his designee, which approval shall not be unreasonably withheld. This compensatory time may also be taken upon termination of employment, the employee having the option to a monetary payment for the hours accrued as per the Fair Labor Standards Act as amended in 1985.

2. In the event an employee is called into work on his non-scheduled time (including, but not limited to, off-duty court or administrative appearances, police school, firearms qualifications, special training, etc.) he shall be guaranteed a minimum of two (2) hours pay at one and one half the regular rate of pay. However, if an employee is called into work immediately prior to or immediately following his regular scheduled shift, the two (2) hour minimum will not apply and he will be paid for the actual time worked at the rate of one and one half his regular rate of pay for all hours worked in excess of the regular eight (8) hours.

3. In the event employees are required to testify on behalf of the Borough in a civil case, the Borough will attempt to have the Borough's insurance company reimburse police employees for testifying in such civil proceedings.

V. BASE SALARIES:

The 1991 Salary Guide represents a 6.5% increase, the 1992 salary guide represents a 6.5% increase and the 1993 Salary Guide represents a 6.5% increase, retroactive to January 1, 1991 as follows:

	<u>1991</u>	<u>1992</u>	<u>1993</u>
<u>CAPTAIN:</u>	\$48,904.....	\$52,083.....	\$55,468.
<u>LIEUTENANT:</u>	\$45,933.....	\$48,919.....	\$52,099.
<u>SERGEANT:</u>	\$42,960.....	\$45,752.....	\$48,726.
<u>PATROLMAN "A":</u> ...	\$39,933.....	\$42,529.....	\$45,293.
<u>PATROLMAN "B":</u> ...	\$35,589.....	\$37,902.....	\$40,366.
<u>PATROLMAN "C":</u> ...	\$33,534.....	\$35,714.....	\$38,035.
<u>PATROLMAN "D":</u> ...	\$31,720.....	\$33,782.....	\$35,978.
<u>PATROLMAN "E":</u> ...	\$29,650.....	\$31,577.....	\$33,630.
<u>PROBATIONARY</u>			
<u>PATROLMAN:</u> ...	\$27,576.....	\$29,368.....	\$31,277.

VI. LONGEVITY BENEFITS:

1. The longevity benefits which existed previously have been modified and pre-existing longevity program which provided for a two percent (2%) increase for each five (5) years of service without limitations, has been amended to provide that there will still be a longevity program providing for a two (2) percent (2%) increase for each five years of service, with a maximum longevity bonus that an employee may now expect to receive will be eight percent (8%).

2. All periods of employment shall be computed for January 1 of the year of the appointment or employment, unless the date of said appointment took place on or after July 1, in which case said period of employment shall be computed from January 1 of the year following said appointment or employment. The payment of the above-defined additional remuneration shall be made retroactive to January 1 of each given year.

3. Longevity benefits shall continue as set forth above for all employees hired as of December 31, 1984, but all employees hired after December 31, 1984, will not be entitled to receive longevity benefits.

VII. CLOTHING ALLOWANCE:

1. Employees shall receive a clothing allowance for uniforms in the amount of twelve hundred (\$1,200.00) dollars per man for the years 1991, 1992 and 1993.

2. Upon determination by the Chief of Police and Chairman of the Police Committee that a uniform, wristwatch or eyeglasses/contact lenses have been damaged in the line of duty, the Borough shall pay the affected employee the following amounts in addition to the regular clothing allowance:

- a. Complete expenses for replacement of uniforms.
- b. Up to twenty-five dollars (\$25.00) for the repair or replacement of a wristwatch.
- c. Up to seventy five dollars (\$75.00) for the repair or replacement of eyeglasses/contact lenses.

VIII. HOLIDAYS

1. Employees shall be paid for thirteen (13) holidays per year, by separate check, one-half in June and one-half in November of each year, as follows:

NEW YEARS DAY	VETERAN'S DAY
MARTIN LUTHER KING'S BIRTHDAY	GENERAL ELECTION DAY
PRESIDENT'S DAY	THANKSGIVING
GOOD FRIDAY	DAY AFTER THANKSGIVING
MEMORIAL DAY	CHRISTMAS DAY
INDEPENDENCE DAY	PERSONAL BIRTHDAY
LABOR DAY	

2. Compensatory time off up to two days will be granted for any other unusual occurrence/holidays for which other Borough employees are given time off. Any time off beyond two days will be paid at the current regular rate of pay.

3. Employees shall be given three (3) additional "floating" holidays over and above the thirteen (13) paid holidays. These "floating" holidays must be taken and the employee cannot choose to be paid in lieu of taking the holiday.

a. No more than two people can take a "floating" holiday at any one time and a holiday will be given by seniority in the event that more than two people seek to have the same "floating" holiday. One week advance notice must be given to the Chief by the employee requesting a floating holiday except in cases of emergency.

b. It is further understood that an employee may choose to request a "floating" holiday at the beginning or at the end of a vacation period. In the event an employee has been granted a "floating" holiday based upon a written request, and thereafter an employee with greater seniority requests the same holiday, seniority will not prevail and an employee may not be "bumped" because of seniority once the "floating" holiday has been granted.

IX. EMERGENCY DAY: Deleted as per agreement for this bargaining agreement.

X. VACATIONS:

1. Vacations will be granted under the following schedule:

0 to 6 MONTHS.....NO VACATION

6 MONTHS TO 1 YEAR.....FIVE WORKING DAYS

1 YEAR TO 3 YEARS.....TEN WORKING DAYS

2. Commencing January 1st of the year of which the employee will attain four (4) years of service, the vacation days will be increased by one (1) additional day for each year of service over three (3) years, with a maximum vacation limit of thirty-two (32) days.

3. All periods of employment shall be computed from January 1st of the year of appointment or employment unless the date of said appointment took place on or after July 1st, in which case said period of employment shall be computed from January 1st of the year following said appointment or employment. The payment of the above vacation benefits shall be made retroactive to January 1st of each year.

4. Any employee may, upon receiving prior approval of the Mayor and Council, carry forward up to five (5) days of unused vacation time from one

calendar year into the next succeeding calendar year. Employees desiring to carry forward vacation time as aforesaid must submit a written request to the Mayor and Council on or before September 1st of the year from which the vacation time is to be carried forward. Each such request will be considered by the Mayor and Council in the order in which received and will be evaluated on the basis of demonstrated need and the effect on departmental operations.

XI. SICK LEAVE:

1. One-half ($\frac{1}{2}$) of a working day shall be the smallest unit to be considered in computing sick leave used.

2. Sick leave in excess of three (3) consecutive days must be justified by a certificate from a physician relating to the employee's illness.

3. An employee on sick leave must be at their residence during the time of his normal shift. If the employee must leave during this time he/she must call in when leaving his residence and must call in upon returning. All or any portion of the time not accounted for by the employee will result in loss of salary for that period of time. This paragraph will not apply to an employee who is on an extended disability, injury, illness or hospitalization.

XII. NON-JOB RELATED INJURIES:

In the event that an employee sustains any injury which does not occur in the course of employment with the Borough of Middlesex; the Borough of Middlesex will be obligated to pay said employee that employee's full salary minus whatever monies are received by the employee as a result of insurance money or other benefits paid to him as a result of insurance money or an employer other than the borough of Middlesex. For example, if a police officer is working on a part-time job for an employer other than the Borough of Middlesex and is injured on that job and receives workman's compensation benefits or other benefits from the employer, the policeman will be entitled to receive his full salary from the borough minus whatever benefits he receives from the other employer. The employee will be obligated to furnish to the borough of Middlesex a statement under oath attesting to whatever benefits he has received as a result of this employment with any other employers.

XIII. BEREAVEMENT LEAVES:

1. In the event of death in the employee's immediate family or of the death of a relative who resides with the employee, the Mayor and Council will grant a three (3) day leave of absence with pay to the employee. One (1) day of mourning will be permitted in cases where the employee cannot physically attend the funeral because of distance to the location.

2. For purposes of bereavement leave, the term "Immediate Family" shall mean and refer to the employee's spouse, children, parents, father-in-law, mother-in-law, sisters, brothers or any member of the immediate household.

3. In addition, an employee will be given one (1) day off with pay to attend the funeral of a "near relative" defined as follows:

EMPLOYEE'S GODFATHER OR GODMOTHER

SPOUSE'S BROTHERS OR SISTERS

EMPLOYEE'S AND SPOUSE'S GRANDMOTHER, GRANDFATHER, SON-IN-LAW AND

DAUGHTER-IN-LAW

4. Employee's must provide the Chief with reasonable verification of the decease of a near relative.

XIV. INSURANCE POLICIES:

1. HOSPITAL/MEDICAL: The Borough agrees to pay for the cost of Blue Cross/Blue Shield insurance for all employees and dependents who are a party to this contract and retired employees who had 25 years or more as Borough employees as provided under chapter III, PL. 1973 (N.J.S.A. 52: 14-17.38) and under N.J.S.A. 52:14-17.25 et seq., commonly known as the New Jersey State Health Benefits Program Act.

2. DENTAL PLAN: The Borough shall provide a basic dental plan, based on the UCR concept, for employees and their dependents, at no cost to the employee. The maximum amount payable by the carrier for an eligible patient in any calendar year is \$1,000.00 for basic and prosthodontic benefits. In addition, orthodontic benefits are subject to a \$500.00 maximum per case. The plan includes the following coverage:

PREVENTIVE AND DIAGNOSTIC:	100%
REMAINING BASIC SERVICES:	70/30
SEALANT BENEFIT RIDER:	70/30
PROSTHODONTIC BENEFITS:	50/50
ORTHODONTIC BENEFITS:	50/50

3. TERM LIFE INSURANCE: The Borough held term life insurance policy is for \$10,000.00 per employee.

4. LONG TERM DISABILITY: Insurance costs for long term disability insurance will be paid in full by the Borough.

5. The Borough reserves the right to present alternate hospitalization and insurance proposals to the PBA during the term of the contract.

XV. EMPLOYEE RIGHTS DURING INVESTIGATIONS:

The wide ranging powers and duties given to the department and it's 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 ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted whenever a written complaint has been filed with the Chief of Police against any employee concerning his duties as a police officer and or whenever a criminal investigation is being conducted of a police employee:

1. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.
2. The employee shall be informed of the nature of the investigation before any interrogation commences.
3. The questioning shall be reasonable in length.
4. The complete interrogation of the employee shall be recorded mechanically upon the request of either party. There will be no "off the record" questions unless mutually agreed upon.
5. The employee shall not 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 the subject of an investigation and is to be interrogated, he shall be so advised that he is under investigation and shall be assured his rights pursuant to the current decisions of the United States 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 and/or his PBA representative(s) before being questioned concerning any alleged violation of his duties or written complaint which may result in any disciplinary action being taken against said employee and before being questioned concerning any criminal activities.
8. These provisions are not intended to deprive an employee of any of his rights granted to employees under the laws of the State of New Jersey and the Constitution and other laws of the United States.

XVI: RETENTION OF BENEFITS:

All other benefits granted prior to this agreement, not specifically set forth herein, will remain in full force and effect.

XVII.: SEPARABILITY CLAUSE:

If any section, subsection, subdivision, clause or provision of the written contract agreement shall be adjudged invalid, such adjudications shall apply only to the section, subsection, subdivision, clause or provisions so adjudged, and the remainder of the written contract shall be deemed valid and effective.

XVIII.: MISCELLANEOUS PROVISIONS:

1. Funds shall be provided for training of members of the Middlesex Police Department.

2. A committee shall be established with representation from the Middlesex Police Department which shall review all accidents involving Borough employees and/or Middlesex Borough owned equipment. This committee shall determine cause(s) of accidents, determine the degree of negligence and report findings with recommendations for action to the Chairman of the Council Safety Committee.

3. The Borough shall provide a defensive driving course for all members of the Middlesex Police Department.

4. A paid terminal leave shall be granted employees hired on or before December 31, 1984, six (6) months prior to normal retirement. No terminal leave shall be granted for disability retirement or for voluntary resignation. A paid terminal leave shall be granted employees hired after December 31, 1984, three (3) months prior to normal retirement.

5. Payroll Savings Plan Deductions, for purposes of purchasing United States Saving Bonds, is available to every member of the Middlesex Borough Police Department.

6. In the event an employee is killed during the performance of his duties as a police officer, the Borough will pay to the heirs or estate of said employee a sum of money equivalent to the employee's base salary during the year that he is killed in the line of duty. This benefit shall be in addition to any and all benefits paid to the family of said employee as workmen's compensation benefits and other benefits paid to the survivors of said employee.

7. A committee shall be formed comprised of three (3) representatives of the Mayor and Council and three (3) representatives of the PBA to establish by no later than December 31, 1987 minimum physical fitness standards for the Police Department and to provide for a mandatory physical exam for police employees every two (2) years, said exam at the expense of the borough. Should an agreement not be reached by December 31, 1987, the Mayor and Council may establish such standards by ordinance.

8. Two-man patrols are, in the opinion of the Mayor and Council, a desirable policy, however due to the existing size and commitment of the Police Department, it is impossible to guarantee two-man patrols at all times. Accordingly, the Police Chairman and the Police Chief are charged with the responsibility of developing a plan to maximize the occurrence of two-man patrols in the after daylight hours,

9. A police reference library will be established by the Chief of Police for the use of the department.

10. Those individuals receiving reimbursement for use of personal vehicles on Borough business on a per-mile basis shall be compensated at the rate of 15 cents per mile.

11. Notwithstanding the provisions of the New Jersey Statute covering attendance at the State PBA Convention, it is understood that the PBA will only be allowed to send two (2) delegates to attend the State PBA Convention and the PBA will not request to send more than two (2) delegates to the State PBA Convention.

12. Effective January 1, 1989, the Borough agrees to pay each employee up to \$100.00 every two years for the purchase of eyeglasses or contact lenses. The employee shall provide proof of purchase for the eyeglasses or contact lenses and a voucher shall be submitted for reimbursement of the cost of the eyeglasses or contact lenses.

This agreement constitutes the employment contract between the Borough of Middlesex and the members of the Middlesex Borough Policeman's Benevolent Association Local 181 covering the period from January 1, 1991 through December 31, 1993. Whenever and wherever the contract language refers to the masculine gender, it is understood to refer also to the female gender.

FOR THE BOROUGH OF MIDDLESEX:

FOR PBA LOCAL 181:

RONALD DOBIES, MAYOR

JOHN SWEENEY, COUNCIL PRESIDENT

CHARLES CORCORAN, COUNCILPERSON

JOHN FUHRMANN, COUNCILPERSON

RICHARD MATUSZKIEWICZ, COUNCILPERSON

SHERLEY PENROSE, COUNCILPERSON

TIMOTHY SHEENAN, COUNCILPERSON