

RED BANK PBA LOCAL 39

and

BOROUGH OF RED BANK

CONTRACT FOR 2014 through 2017

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ARTICLE I – PREAMBLE

Section 1.

This Agreement entered into this _____ day of _____, **2014**, by and between the Borough of Red Bank in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the “Borough” and PBA Local 39, hereinafter called the “Association” or the “PBA” or the “employee” or “employees”, represents the complete and final understanding on all bargainable issues between the Borough and the Association.

ARTICLE II – RECOGNITION

Section 1.

The Borough recognizes PBA Local 39 of Red Bank as the sole and exclusive representative for collective negotiations concerning wages and other terms and conditions of employment for all Patrolmen, Detectives, Sergeants, Lieutenants and Captains employed by the Borough of Red Bank but excluding Deputy Chief and Chief and all other employees of the Police Department.

Appointment of a patrolman to the Police Department is for a probationary period of one (1) year from the date of appointment; provided however, the Chief of Police, in his absolute discretion, may extend the probationary period for a period not to exceed six (6) months. Continuation in the service is dependent upon the conduct of the appointee and his or her fitness to perform his or her duties. At any time during his or her probationary period, if the conduct or capacity of the probationer has not been satisfactory, in the opinion of the Chief of Police, the probationary officer shall be notified in writing that he or she will not receive absolute appointment and their service shall be terminated by the Police Chief with the approval of the Mayor and Council without a hearing. References to male police officers shall include female police officers as well.

ARTICLE III – EQUAL OPPORTUNITY

Section 1.

The Borough and the Union agree to continue their policy of not discriminating against any employee or applicant for employment because of race, creed, color, national origin, age or sex.

ARTICLE IV – POLICE OFFICER RIGHTS

Section 1.

If a Police Officer covered by this Agreement is required to appear and respond to questions which might lead to any disciplinary charges or disciplinary proceedings, then such officer shall be given written notice of the reason for such questioning and proceeding and shall be afforded, if he or she so requests, a reasonable opportunity to contact and consult privately with a representative of the PBA and his attorney before being questioned. The PBA representative and his attorney may be present and participate during all questioning and all disciplinary proceedings. If an officer requests representation in a disciplinary proceeding, he or she shall have a reasonable time, not to exceed 48 hours, to obtain PBA representation and a lawyer.

Section 2.

An officer who is the subject of a disciplinary proceeding shall be given, 48 hours in advance, an exact copy of any and all written charges and statements to be used in a disciplinary hearing. If the disciplinary proceeding is mechanically or stenographically recorded, the officer shall be given a copy of such recording or transcript if requested and paid for by the employer.

Section 3.

If an officer is a suspect or the target of a criminal investigation, the procedure and requirements set forth herein shall not apply, but instead such officer shall be accorded his or her rights pursuant to Constitutional and New Jersey Supreme Court requirements, and United States Supreme Court requirements.

ARTICLE V – PROCEDURE FOR COLLECTIVE NEGOTIATIONS

Section 1.

Collective negotiations with respect to negotiable terms and conditions of employment shall be conducted by the duly authorized negotiating agents of each of the parties.

Section 2.

Collective negotiating meetings shall be held at times and places mutually convenient at the request of either party.

Section 3.

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

ARTICLE VI – MAINTENANCE OF PRESENT PRACTICES

Section 1.

Except as otherwise provided herein, all rights, privileges and benefits which officers are presently enjoying and which are known and acknowledged by both parties as an existing practice or benefit shall be maintained and continued by the Borough during the term of this Agreement.

ARTICLE VII – AGENCY SHOP BILL

Section 1.

The Borough of Red Bank shall deduct annual dues from the salaries of employees subject to this contract. The amount of these dues is to be prescribed by the Red Bank Policeman's Benevolent Association Local 39. In the event that an employee shall not be paid during any one or more pay periods, for any reason whatsoever, the Borough shall not be responsible for payment of the dues to the Association on his behalf.

Section 2.

Any member of the Red Bank Police Department not wishing to belong to the Red Bank Policeman's Benevolent Association Local 39 shall have deducted from his wages the sum equal to eighty-five (85%) percent of the Association dues and which sum shall be remitted twice monthly to the Association by the Borough Treasurer. Such payment shall represent a legal deduction for each affected officer's wages. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 N.J.S.A. 52:14-15e, as amended.

Section 3.

Annually, the PBA Treasurer shall notify the Borough Treasurer in writing regarding the amount of monthly dues the PBA Membership has decided, by vote, to withhold from the regular paychecks.

a. Notification, in writing, shall be submitted no later than December 1st of each year as to the amount to be deducted commencing on January 1st of the following year. Pursuant to N.J.S.A. 42:14-15 and N.J.S.A. 40A:9-17.

ARTICLE VIII – SALARIES

Section 1. All employees covered by this agreement and hired before August 1, 2014 shall be paid the salaries set forth below for the years 2014, 2015, 2016, and 2017.

<u>RANK</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
CAPTAIN	\$118,973	\$121,352	\$123,779	\$126,255
LIEUTENANT	\$112,248	\$114,493	\$116,782	\$119,118
SERGEANT	\$103,109	\$105,171	\$107,274	\$109,420
DETECTIVE	\$99,505	\$101,495	\$103,525	\$105,595
PATROLMAN 1	\$95,774	\$97,689	\$99,643	\$101,636
PATROLMAN 2	88,983	\$90,762	\$92,578	\$94,429
PATROLMAN 3	\$82,193	\$83,836	\$85,513	\$87,223
PATROLMAN 4	\$75,400	\$76,908	\$78,446	\$80,015
PATROLMAN 5	\$68,606	\$69,978	\$71,378	\$72,805
PATROLMAN 6	\$61,814	\$63,050	\$64,311	\$65,597
PATROLMAN 7	\$51,445	\$52,474	\$53,523	\$54,593
ACADEMY	\$39,021	\$39,801	\$40,597	\$41,409

Section 2 All employees covered by this agreement hired on or after August 1, 2014 shall be paid the salaries set forth below for the years 2014, 2015, 2016, and 2017.

<u>RANK</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
CAPTAIN	\$118,973	\$121,352	\$123,779	\$126,255
LIEUTENANT	\$112,248	\$114,493	\$116,782	\$119,118
SERGEANT	\$103,109	\$105,171	\$107,274	\$109,420
DETECTIVE	\$99,505	\$101,495	\$103,525	\$105,595
PATROLMAN 1	\$95,774	\$97,689	\$99,643	\$101,636
PATROLMAN 2	\$88,983	\$90,762	\$92,578	\$94,429
PATROLMAN 3	\$82,193	\$83,836	\$85,513	\$87,223
PATROLMAN 4	\$75,400	\$76,908	\$78,446	\$80,015
PATROLMAN 5	\$68,606	\$69,978	\$71,378	\$72,805
PATROLMAN 6	\$62,885	\$64,143	\$65,425	\$66,734
PATROLMAN 7	\$57,165	\$58,308	\$59,474	\$60,664
PATROLMAN 8	\$51,445	\$52,474	\$53,523	\$54,593
ACADEMY	\$39,021	\$39,801	\$40,597	\$41,409

The “academy” salary step shall last for as long as the newly hired police officer is in the Police Academy. Upon successful completion of the police academy, the officer will be advanced to “Patrolman 7” on the salary guide (unless the officer was hired on or after August 1, 2014, in which case he/she shall move to “Patrolman 8”). After one full year of service subsequent to graduation from the Police Academy, during which period the officer will be at the “Patrolman 7” salary guide step (or “Patrolman 8” if hired on or after August 1, 2014), the officer will be advanced to the next step on the salary guide . Thereafter, each guide advancement step will

only occur after a full year of service. Effective September 1, 2009, the probationary period for police officers will begin after the officer has successfully graduated from the Police Academy, and will be for one year from the successive graduation date.

ARTICLE IX – LONGEVITY

Section 1.

In addition to an employee's regular salary, the employee shall receive a longevity increment to be added to the employee's base salary as follows:

YEARS OF CONTINUOUS SERVICE

After 5 years	3.5%
10 years	4.5%
15 years	5.5%
20 years	6.5%
25 years	7.5%

Section 2.

For the purpose of computing longevity, continuous years of service shall commence from the date of hire of the employee by the Borough. For example, an employee hired on September 16, 1981 would have five years of service on September 17, 1986; therefore, longevity benefits would begin to be paid to this employee starting on September 17, 1986.

ARTICLE X – SICK LEAVE

Section 1.

All employees covered by this agreement shall be granted a sick leave with pay of one (1) working day for every month of service during the first calendar year of service, and (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year.

Section 2.

If any employee (who was hired and an employee of any status on or before December 30, 1992) retires, then the Borough of Red Bank shall pay to the employee an accumulated sick leave, not to exceed (300) three hundred days, to the employee at the daily rate when the employee retires. The Borough of Red Bank shall pay the employee for the accumulated sick days within (30) thirty days of the employee's retirement, providing that notice of retirement had been given as of January 1st of the year of retirement. If notice is not received by January 1st, the employee shall be paid for the accumulated sick time up to the balance of the current year's budgeted salary in one (1) lump sum. Any unpaid sick time will be paid in the first (1st) payroll period of the following year.

Section 3.

If the employee dies while still employed as a Police Officer with the Borough of Red Bank, his/her accumulated sick time will be paid to his/her beneficiary. The number of sick days to be paid shall not exceed (300) three hundred days, at the rate at his time of death.

Section 4.

The (15) fifteen sick days after the first year shall be credited to each employee on

January 1st of each year.

Section 5.

The amount of sick leave not taken in any year shall accumulate indefinitely, from year to year. The number of sick days that can accumulate is unlimited.

ARTICLE X(A) – SICK LEAVE

Notwithstanding the above provisions of Clause 10 the following shall apply in lieu thereof as to all employees covered by this agreement and hired after December 30, 1992.

Section 1(a).

All such employees covered by this agreement shall be granted sick leave with pay of one (1) working day for every month of service during the first calendar year of service and fifteen (15) working days in every calendar year thereafter. The amount of sick leave not taken in any year shall accumulate indefinitely, from year to year. The number of sick days that can accumulate is unlimited.

Section 1(b).

For the second and third calendar years of service, all such employees shall be granted sick leave with pay of one and one-quarter (1 1/4) days for every month of service.

Section 1(c).

For the fourth calendar year and every year thereafter all such employees shall be granted fifteen (15) sick days credited to each employee on January 1st of each year.

Section 1(d).

For all employees covered by this Agreement and hired after November 15, 2001, sick leave shall be credited on January 1st of each year but will be earned on a pro-rated basis according to the time actually worked by the employee during the calendar year.

It is agreed that if unearned sick leave is utilized and the employee leaves the employment of the Borough prior to earning such sick leave then, in such event, the Borough

will receive a credit back from the employee for the unearned sick days, which credit may be withheld by the Borough from the employee's final paycheck.

Section 2.

For any employee hired on or after December 30, 1992 who retires shall be entitled to one half (½) pay for accumulated sick days in a total amount not to exceed \$20,000.00. The Borough of Red Bank shall pay the employee for the accumulated sick days within thirty (30) days of the employee's retirement, providing that notice of the retirement had been given as of January 1st of the year of retirement. If notice is not received by January 1st, the employee shall be paid for the accumulated sick time up to the balance of the current year's budgeted salary in one (1) lump sum. Any unpaid sick time will be paid in the first payroll period of the following year.

Section 3.

As to any employee hired after December 30, 1992, if such an employee dies while still employed as a police officer with the Borough of Red Bank, his/her accumulated sick time will be paid to his/her beneficiary under the same terms as if payment were made under Section 2 hereinabove.

ARTICLE XI – VACATIONS

Section I.

During the term of this agreement, all employees who have satisfactorily completed probation shall be entitled to annual paid vacation leave in accordance with the following schedule.

<u>LENGTH OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 st thru 5 th year	10 days
6 th thru 10 th year	15 days
11 th thru 15 th year	20 days
16 th thru 30 th year	25 days
31 st and over	30 days

Section 2.

Vacations shall be scheduled and approved by the Chief or designee in accordance with the present policy and procedure regulating vacation requests. Consent for vacations shall not be unreasonably withheld.

Section 3.

Except as provided in Section 6 hereafter, vacation leave is to be credited automatically to each employee on January 1st of each year. In the event the 6th, 11th, 16th and 31st anniversary year of service falls during that particular calendar year, then five (5) additional vacation days shall be earned for that calendar year. In the event that an employee cannot take the earned vacation time, the employee will be permitted to carry a maximum of (5) five days into the next calendar year.

Section 4.

In the event of death of an employee, the spouse or beneficiary of such employee shall

receive the payment for the accumulated vacation leave provided for in this article.

Section 5.

It is agreed that employees shall be permitted to take vacation days in one day increments. Vacation days can be used in one-half day increments pending the approval as set by the Chief of Police.

Section 6.

For all employees covered by this Agreement and hired after November 15, 2001, vacation days shall be credited on January 1st of each year but will be earned on a pro-rated basis according to the time actually worked by the employee during the calendar year.

It is agreed that if unearned vacation days are utilized and for some reason the employee leaves the employment of the Borough prior to earning such vacation days then, in such event, the Borough will receive a credit back from the employee for the unearned vacation days, which credit may be withheld by the Borough from the employee's final paycheck.

ARTICLE XII – HOURS OF WORK, OVERTIME
AND COMPENSATORY TIME

Section 1 – Hours of Work.

A. The workday shall consist of twelve (12) hour tours of duty. Each tour of duty shall include two (2) fifteen (15) minute breaks and one (1) half (½) hour meal break.

B. The shifts shall run from 7:00 a.m. to 7:00 p.m. and from 7:00 p.m. to 7:00 a.m. The basic schedule shall begin on Monday with 2 days on; followed by 2 days off; followed by 3 days on; followed by 2 days off; followed by 2 days on; and then 3 days off. At that point, the cycle will then repeat itself. Officers shall rotate between the Day Shift (7:00 a.m. to 7:00 p.m.) and the Night Shift (7:00 p.m. to 7:00 a.m.) at the completion of every 28 day cycle.

C. Each officer working the aforesaid schedule shall receive twelve (12) hours of “Kelly” time at the conclusion of each 28-day cycle. Under no circumstances will Officers ever be paid for “Kelly” time. “Kelly” time is to be exhausted only by way of taking time off, not pay. All “Kelly” time must be exhausted within the calendar year in which it is earned, with the exception of time accrued during the last 28 days of each calendar year. However, if an officer is unable to utilize any such “Kelly” time during the calendar year due to business necessity; said time shall carry over to the following calendar year. Any such “Kelly” time carried over (including such time earned in the last 28 days of the preceding year) shall be exhausted on or before March 31st of the following year.

D. An officer’s request to use “Kelly” time will not be granted if to do so would interfere with the manpower needs of the Department. Within that parameter, however, approval of the use of “Kelly” time by the Chief of Police or his designee should not be unreasonably

withheld.

E. Absent emergent circumstances, no officer shall be permitted or required to work more than eighteen (18) hours in a twenty-four (24) hour period, including any and all overtime and extra duty assignments.

F. All officers working the twelve (12) hour shift schedule shall have their holiday, sick and vacation time converted to hours. However, personal days shall not be afforded hourly but rather on a “day for day” basis.

G. Officers who are not working the “Kelly” shift, as described in Paragraph B above, shall be assigned work shifts mutually agreed upon by and between the Chief of Police and the PBA.

Section 2 – Overtime.

In order to meet the demands of work, employees may be required to work in excess of their regularly scheduled hours.

Employees, except department heads and appointed officials, are entitled to overtime compensation when they work in excess of their regularly scheduled hours. Overtime may be paid or taken as compensatory time off at the discretion of the employee.

a. Overtime with Pay.

Overtime shall begin after the employee’s regularly scheduled shift. Overtime will be paid at one-and-one half (1½) times the employee’s base hourly rate of pay. In computing overtime compensation, the nearest one-half (½) hour shall be the smallest fraction of an hour reported. The employer shall pay any employee an automatic minimum three hours of overtime pay if called out to work or court. Any additional overtime will be rounded to the half

hour. The records must be kept current and made available for review by the employee during normal working hours.

b. Compensatory Time Off.

Employees may be granted time off with pay in lieu of paid overtime. Compensatory time off shall be earned at one-and a half (1½) times the actual hours worked. In computing compensatory time, the nearest one-half (½) hour shall be the smallest fraction of an hour reported.

c. Banked Overtime.

An employee can accumulate unlimited overtime but will be paid for (80) eighty hours at the end of the calendar year. Any time in excess of (80) eighty hours will be used before the end of the calendar year, subject to scheduling. If said time cannot be used, the banked overtime may be carried over to the next calendar year.

d. Review of Banked Overtime.

A review of banked overtime will be conducted on or about October 15th of each year. Said review will be conducted by the Chief of Police and/or his designee.

ARTICLE XIII – HOLIDAYS

Section 1.

The following days shall be considered legal holidays during the term of this agreement and the employer shall pay each employee eight (8) hours of straight time for each holiday or, subject to the requirements of the Department as set by the Chief of Police, the employee may take the actual holiday off.

New Year's Day	Labor Day
Martin Luther King Day	Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Section 2.

In addition to the twelve (12) paid holidays noted above, employees will be entitled to two (2) “floating” holidays, each of which shall be utilized in the same manner as a Personal Day (for all other purposes of this Contract, these days shall be considered holidays). An employee wishing to take a “floating” holiday must submit a request in writing to the Chief of Police at least 24 hours in advance.

Section 3.

Employees terminating their employment with the Borough of Red Bank, or having their employment with the Borough of Red Bank terminated by the Borough of Red Bank, shall be entitled to be paid for all holidays and holiday pay accrued on a pro-rata monthly basis.

ARTICLE XIV – PERSONAL DAYS

Section 1.

All employees of the Red Bank Police Department may request up to two (2) personal days per year for personal, business, household or family matters and shall be non-accumulative. Approval of said personal days by the Chief of Police or his designee shall not be unreasonably withheld.

Section 2.

Application in duplicate for a personal day must be submitted at least twenty-four (24) hours in advance, except in case of unforeseen circumstances. Personal leave will not be granted if it interferes with the manpower needs of the department.

ARTICLE XV – BEREAVEMENT LEAVE

Section 1.

Members of the Police Department shall be granted three (3) working days off for death in the immediate family, which shall consist of spouse, mother, father, step-parent, father-in-law, mother-in-law, child, step-child, foster child, grandparent, grandchild, sister, brother, or other relative of the employee residing in the employee's household.

Section 2.

Members of the Police Department shall be granted two (2) working days off for the death of the following family members: aunt, uncle, nephew, niece and grandparent-in-law.

Section 3.

If a relative not a member of the employee's family as defined in Section 1 or Section 2 above dies, then the employee will be granted one (1) day off for bereavement leave.

Section 4.

Time off for bereavement leave shall not be charged to vacation, personal or sick leave.

ARTICLE XVI – MILITARY LEAVE

Section 1.

Any employee called into the Armed Forces of the United States during national emergency shall receive the protection of all applicable laws.

Section 2.

Leaves requested by employees who are members of the New Jersey National Guard or a military reserve unit in order to make minimum attendance requirements, shall be governed by the applicable provisions of the New Jersey Revised Statutes.

ARTICLE XVII – GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Step One.

The grievance shall be taken up first with the Captain in charge in an effort to resolve the matter informally at this level. The Captain shall have five days within which to try to resolve this grievance at this informal level.

Section 2. Step Two.

If, as a result of the foregoing discussions in Step One, the matter is not resolved to the satisfaction of the PBA or the employee affected within the five calendar days set forth in Step One (which shall be treated as an inability to resolve the grievance), any involved party may then file with the Chief of Police a written statement setting forth the nature of the grievance with the request that the Chief of Police try to resolve the same. The Chief of Police shall have five calendar days after receiving the written statement of the grievance to try to resolve the matter. The Chief of Police shall have an additional four calendar days within which time to render a written decision as to the grievance which written decision shall be mailed within the nine calendar day period to the affected employee, the association, and the Borough of Red Bank.

Section 3. Step Three.

a. If as a result of Step Two, the Chief of Police is not able to resolve the matter within the nine calendar days (which includes the five days to discuss and try to resolve the matter and the four additional days to render his written decision) after receiving the written statement of the grievance with a request to try to resolve the same, or if no action or written decision is made by the Chief of Police within the nine day period or the matter is not resolved to the satisfaction of the PBA or the employee affected (which shall be treated as an inability to

resolve), then any party involved may submit the written grievance to the Borough Administrator.

b. The Borough Administrator shall conduct a hearing within fourteen calendar days after receiving the written statement of grievance. At this hearing the PBA, the employee affected, and/or the Borough can present witnesses, signed under oath certifications or affidavits, exhibits, and other reliable proof at the hearing. The employee affected, the PBA and the Borough may have an attorney present to represent each of its interests at the hearing. All testimony shall be under oath. The hearing shall, at request of either party, be tape recorded. The Borough Administrator shall render a written decision within the nineteen calendar days after receiving the written statement of grievance. The Borough Administrator shall, within nineteen days of receiving the written grievance, send a copy of his decision to the employee affected, the PBA Local 39 and to the Mayor and Council. If the PBA, the affected employee, or the Borough of Red Bank are not satisfied with the Borough Administrator's decision or the Borough Administrator does not file a written decision within nineteen days of the date of receiving the written statement of grievance, all of which shall be treated as an inability to resolve the grievance, then the employee affected, the PBA or the Borough of Red Bank may submit the grievance to binding arbitration in accordance with the following Section 4.

Section 4.

If the matter is not resolved by the Borough Administrator within the nineteen days as set forth in Step 3, or if no written decision or action is taken within the said time period all of which shall be treated as an inability to resolve the grievance, the aggrieved party, the PBA or the Borough of Red Bank, within an additional sixty days from the date the Borough Administrator

should have rendered his written decision or from the date of receipt of his written decision, may submit the grievance or any portion of the grievance to binding arbitration as follows:

a. A written request shall be made to the New Jersey Public Employment Relations Commission that the grievance has not been resolved to the satisfaction of a party and the submitting party is requesting that New Jersey Public Employment Relations Commission appoint an arbitrator. The arbitrator shall be selected pursuant to the procedures of PERC.

b. The rules and procedures of the New Jersey Public Employment Relations Commission shall be followed by the arbitrator. The arbitrator shall be limited to issues presented and shall have no power to add to, subtract from or modify any of the terms of this Agreement or to establish or change any wage rate.

The decision shall be binding and final. Any fees or administrative charges for arbitration shall be borne equally. Witness fees and other expenses shall be borne by the parties incurring such expenses.

Section 5.

It is expressly understood that the Borough or the Employee or Association, as the case may be, shall not waive any legal and/or equitable remedies, if any, and may resort to the court at anytime. Moreover, if questions arise regarding the violation, application or interpretation of a Statute, such questions shall be resolved by the courts.

ARTICLE XVIII – ACCESS TO PERSONNEL FILE

Section 1.

The Borough of Red Bank agrees to permit each officer a reasonable opportunity for full inspection and examination without restriction of his personnel file any time between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, subject to the Police Chief or his Designee being present. The inspection shall take place in a private place provided by the Borough and the officer may, at his option, have a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings or information contained in his personnel file, the cost of copying to be borne by the employee.

ARTICLE XIX – DEPARTMENTAL MEETINGS

Section 1.

Employees will attend a maximum of three departmental meetings a year. These meetings are not to exceed four (4) hours. Employees will not be compensated for overtime for the first meeting. Assuming said employees are not otherwise on duty, employees will be compensated at overtime rate of pay (time and one-half) for attendance at departmental meetings subsequent to the first meeting.

Section 2.

No meetings will be held on legal holidays or on the day before and the day after said holiday.

Section 3.

No employee will be required to attend departmental meetings if said employee is on vacation, holiday or sick time off.

Section 4.

No employee may be required to perform any work function during meetings if said employee is off duty.

Section 5.

The meeting will be held between the hours of 0800 and 2100 hours.

Section 6.

There will be a minimum of seventy-two (72) hours notice of a meeting, prior to that meeting.

ARTICLE XX – WORKING OUT OF JOB CLASSIFICATION

Section 1.

Any employee who is required to accept the responsibility and to carry out the duties of a position or rank above that which he normally holds and is classified for, shall be paid at the rate of that superior position or rank while performing the duties of same. The said employee assigned temporarily to a superior position or rank must work for a minimum of one full shift in that capacity to receive compensation at the rate of the superior position or rank. There shall be no over-lapping of shifts and when a new shift arrives for work, said superior position or rank will be assumed by the appropriate officer on the new shift. Any employee temporarily assigned to a superior position or rank shall complete all supervisory work by the end of the employee's work shift or day. Any employee seeking additional compensation for the performance of such service in a superior position or rank must file a written Officer Report requesting the additional compensation within five (5) days of the performance of said service.

ARTICLE XXI – COMPENSATION FOR LOSS OF PERSONAL PROPERTY

Section 1.

If an employee of the Police Department while in the performance of his duties sustains the loss or damage of personal property such as watch, necklace, bracelet, eyeglasses, contact lenses or clothing, the Chief of Police shall authorize replacement or payment subject to the incident.

ARTICLE XXII – AUTOMOBILE USE

Section 1.

Employees who use their own cars for travel authorized and scheduled by the Chief, shall be compensated for mileage at the rate of \$0.375 per mile, or such additional amount as may be set in the future by the Internal Revenue Service, and for all necessary tolls and parking fees.

All distances will be computed from Headquarters.

ARTICLE XXIII – BULLETIN BOARD

Section 1.

The Borough will provide a bulletin board in the squad room of police headquarters for the use of the Union in posting notices concerning Union business and activities. All such notices shall be posted only upon the authority of the President of PBA Local 39, and no defamatory or derogatory material shall be posted.

ARTICLE XXIV – OUTSIDE EMPLOYMENT

Section 1.

Employees shall consider their employment with the Borough as their primary occupation. Any outside employment must not interfere with an employee's performance of duties for the Borough.

Section 2.

All outside and job-connected assignments (for example, construction, parades and sports events) shall first be authorized through the Chief of Police or his designee who will place such work in the extra duty ledger. Authorization shall not be unreasonably withheld.

The terms and guidelines of the Borough Ordinance establishing a program for special duty assignments and the Police Department Policy & Procedures, PAD 20, shall be followed.

Section 3.

Employees may voluntarily sign up for extra duty work, which work shall be assigned from a rotating list of employees. This list shall be maintained by the Chief of Police or his designee.

ARTICLE XXV – ACCRUAL OF BENEFITS

Section 1.

Employees who retire, or employees in good standing who resign with not less than 10 years service, shall be paid accumulated vacation days, personal days, sick days, compensatory time and holiday benefits on the last day of employment, prorated to the date of termination and in accordance to any other applicable sections in this contract. This prorated payment will be in addition to, and exclusive of, any other earnings due the employee on the date of termination.

The above listed days and benefits are calculated in recognition of the regular work week established pursuant to the terms herein set forth in this Agreement at the employee's straight rate of pay. The employee must give the Borough two (2) weeks notice prior to termination. In the event that termination of the employee's service is instituted by the Borough, the two (2) week rule will not apply.

ARTICLE XXVI – SAVINGS CLAUSE

Section 1.

It is understood and agreed that if any provisions of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, by a Judge, Administrative Law Judge, or PERC, then the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2.

If any such provisions are so invalid, the Borough and the PBA shall meet, forthwith, for the purpose of negotiating changes made necessary by the application of the law.

ARTICLE XXVII – CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 1. Grievance Committee.

The Employer shall, at its discretion, permit one member of the Union Grievance Committee in addition to the grievant to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein for a reasonable period of time during the duty hours of the member of the Union Grievance Committee and the Grievant without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policeman to bring the Department to its proper effectiveness. Permission for necessary time off as provided in this section of the agreement shall not be unreasonably denied.

Section 2. Negotiating Committee.

The Employer shall permit members of the Union Negotiating Committee to attend collective negotiating meetings with its attorney and the Borough of Red Bank during the duty hours of the members.

Section 3. Convention Committee

The Employer agrees to grant the necessary time off without loss of pay to three duly authorized PBA delegates to attend not more than any two State or National Conventions of the New Jersey Policeman's Benevolent Association. The union agrees to furnish the Chief with at least one month advance notice of any such State or National Convention. During the term of this Agreement the present practice of the Department concerning paid leave of absence to attend monthly state PBA meetings and the annual mini-convention shall be maintained.

Section 4.

At the discretion of the Chief, on-duty staff will be permitted to attend PBA Local 39 meetings without loss of pay provided such attendance does not diminish the effectiveness of the Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

ARTICLE XXVIII – PENSIONS

Section 1.

The Borough shall continue to provide pension and retirement benefits to employees covered by this agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XXIX – REIMBURSEMENT OF EDUCATIONAL EXPENSES

Section 1.

The Borough agrees to reimburse Employees for expenses incurred in the pursuit of certain educational courses. It is emphasized that this is not an invitation to Employees to pursue their personal educational goals. Rather, this practice is intended solely as a means of the Employee providing more effective police service. The major criteria for tuition reimbursement courses is whether or not the course of study to be undertaken is of a direct benefit to the Borough. The proposed course of study must be job related.

Section 2. For tuition reimbursement, the following condition shall be met:

All permanent Employees covered by this agreement are eligible to apply for reimbursement of educational expenses. Expenses for which reimbursement may be claimed are defined as being:

1. Tuition
2. Registration fees
3. Books and lab materials

A written application must be submitted to the Borough Administrator at least thirty (30) days prior to the start of a course, which application must have the recommendation for approval of the Police Chief. The Borough Administrator will then recommend approval or disapproval to the Borough Council. If the application is approved, the employee will be reimbursed the expenses upon certification of completion of the course with a grade of not less than C or the equivalent. The written application must contain:

1. Name
2. Position of employment
3. Name and synopsis of course for which application is made

4. Duration of course
5. Location at which course will be given
6. Summary of applicant's education background
7. Details of expenses for which reimbursement is requested
8. Previous courses for which reimbursement has already been provided by the Borough
9. Outline of specific benefits that will accrue directly to the Borough as a result of completion of this course.

ARTICLE XXX - IN-SERVICE TRAINING

Section 1.

The cost of all police training courses and seminars authorized by the Chief of Police shall be borne by the Borough, and seniority shall be a factor in the selection of employees for in-service training, seminars and work shops.

ARTICLE XXXI – FALSE ARREST AND LIABILITY INSURANCE

Section 1.

The Borough shall continue to provide and pay for False Arrest and Liability Insurance for employees covered by this Agreement in accordance with the present coverage in effect. Additionally, the Borough shall indemnify any employee covered by this agreement with reference to any compensatory damages awarded against any employee, which damage award arose out of and was directly related to the lawful exercise of police powers in furtherance of the employee's official duties in accordance with N.J.S.A. 40A:14-155.

Section 2.

All legal proceedings involving any member or officer of the Police Department and arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties shall be governed by the applicable provisions of N.J.S.A. 40A:14-155. It is agreed the employee shall have the absolute right to choose an attorney of the employee's choice; provided however, an express agreement is reached with the municipality as to the reasonable expense. Reasonable expense is the equivalent of the cost of competent counsel that could be obtained by the municipality.

ARTICLE XXXII – CLOTHING AND MAINTENANCE

Section 1.

The Borough of Red Bank shall provide the financing necessary to maintain issued uniforms at a rate of \$1,100.00 per year for uniform officers and detectives for the years 2014, 2015, 2016, and 2017. This clothing allowance shall be paid on June 1st for the years 2014, 2015, 2016 and 2017.

Section 2.

Detectives, who do not wear uniforms and do not have them issued to them, shall be given \$1,100.00 for the purchase of clothing suitable for duty for the years 2014, 2015, 2016 and 2017. The clothing allowance for Detectives in this section shall be paid on June 1st for the years 2014, 2015, 2016 and 2017.

Section 3.

During the term of this agreement the employer shall maintain this present practice of supplying uniforms to the officers as may be required.

ARTICLE XXXIII – DENTAL INSURANCE COVERAGE

Section 1.

The present practice of the dental health insurance coverage provided by the Borough of Red Bank shall continue in force.

Section 2.

If an employee shall die while employed by the Borough of Red Bank before the age of 70 years then the Borough of Red Bank shall provide health care insurance including hospital, medical and dental insurance (all three of which are now being provided to active employees) for the employee's spouse and for his children under the age of 19, or a full time student under the age of 25. This benefit shall be paid for by the Borough and shall be available until the spouse has dental health insurance coverage available from another source including but not limited to another employer or another spouse. While Medicare and Medicaid are not to be considered as substitute health insurance coverage for the Borough provided insurance, the Borough, in accordance with its medical plan, may require Medicare and Medicaid to be the primary coverage and the Borough insurance to be the secondary insurance. The spouse is obligated to notify the Borough in writing promptly when another dental insurance coverage is available. Failure to so notify may result in a loss of benefits.

ARTICLE XXXIV – HOSPITAL, MEDICAL INSURANCE COVERAGE

Section 1.

The present practice of health insurance coverage provided by the Borough of Red Bank shall continue in force, **subject to the requirements of P.L. 2011, c.78 (commonly referred to as Chapter 78).**

Section 2.

If an employee shall die while employed by the Borough of Red Bank before the age of 70 years then the Borough of Red Bank shall provide health care insurance including hospital, medical and dental insurance (all three of which are now being provided to active employees) for the employee's spouse and for his children under the age of 19, or a full time student under the age of 25. This benefit shall be paid for by the Borough and shall be available until the spouse has health insurance coverage available from another source including but not limited to another employer or another spouse. While Medicare and Medicaid are not to be considered as substitute health insurance coverage for the Borough provided insurance, the Borough, in accordance with its medical plan, may require Medicare and Medicaid to be the primary coverage and the Borough insurance to be the secondary insurance. The spouse is obligated to notify the Borough in writing promptly when other health insurance coverage is available. Failure to so notify may result in a loss of benefits.

Section 3.

Effective January 1, 2015 and thereafter, employees choosing to waive their health insurance coverage, and who meet the requisite requirements for doing so, shall receive from the Borough a payment of 25% of the Borough's cost for the waived health insurance, up to the maximum allowable by statute (\$5,000.00). For example, payment in the amount of \$3,750 shall be made by the Borough to an officer who is obtaining health insurance at a cost to the Borough of \$15,000 (25% of the premium up to the current statutory maximum of \$5,000).

ARTICLE XXXV – DUES DEDUCTIONS

Section 1.

The Borough shall withhold from the employee's paycheck twice monthly, an amount of money to be forwarded to the PBA Treasurer. Such deductions shall be known as "PBA Membership Dues Deductions."

a. Each employee who desires to have deductions made shall submit a written request to the Borough Treasurer indicating such desire to have the deductions made automatically.

b. Such request shall be maintained by the Borough Treasurer until such time as the employee indicates in writing, to alter such request. The employee in no event shall submit such request for alteration more than once yearly.

c. Such request form shall be of such design and format as the Borough Treasurer may deem proper and correct.

d. The Borough shall not require employees to submit written requests more than once yearly with the Borough Treasurer; further, the Borough shall not require weekly, monthly, or other time period submission of the written request if such employee has no desire to alter the request.

Section 2.

The PBA Treasurer shall notify, in writing, the Borough Treasurer once yearly the amount of monthly dues the PBA Membership has decided, by vote to withhold from the regular paychecks.

a. Notification, in writing, shall be submitted no later than December 1st of

each year as to the amount to be deducted commencing on January 1st of the following year.

Pursuant to N.J.S.A. 42:14-15 and N.J.S.A. 40A:9-17.

ARTICLE XXXVI – RETIRED MEMBERS

Section 1.

Employees of the Red Bank Police Department and, their spouse upon retirement shall have maintained their hospitalization, medical and dental insurance coverage currently in force at the time of retirement and such coverage shall be maintained at the cost to the Borough for the life of the retired employee and the life of the employee's spouse.

This benefit shall be provided and maintained by the Borough until the retiree and/or his spouse has insurance coverage available from another source including, but not limited to, another employer. The retiree and spouse are obligated to notify the Borough in writing when other health insurance coverage is available. The continued coverage is divisible; e.g., if a new employer provided health insurance but not dental insurance, the Borough would continue to provide dental insurance.

Section 2.

The Borough agrees, as to any employee who retires during the term of this contract, to extend the coverage provided in Section 1 hereof to the retiree's unemancipated children who are under age 19 or who are full time students under the age of 23.

Section 3.

Employees, while rendering aid outside of their jurisdiction, shall be fully covered by worker's compensation and liability insurance and pension as provided by the state law.

ARTICLE XXXVII – MUTUAL AID

Section 1.

Employees, while rendering aid outside of their jurisdiction, shall be fully covered by worker's compensation and liability insurance and pension as provided by state law.

ARTICLE XXXVIII – BOROUGH REVIEW OF HEALTH CARE COVERAGE

Section 1.

Borough agrees to review the health care coverage provided by the Borough's present carrier with a view of determining whether it is receiving the best available health care coverage for the cost or whether superior coverage might be available for the same cost or less. By this provision the Borough agrees to review the matter but is not committed to make any change by reason of such review.

ARTICLE XXXIX – DURATION

Section 1.

This agreement shall be in effect as of January 1, **2014** up to and including December 31, **2017**.

Section 2.

In the event no new agreement is reached prior to the expiration of this agreement, then this agreement shall remain in full force and effect until a new agreement is executed.

Section 3.

Any new agreement for year **2014**, etc. shall be retroactively applied to January 1, **2014**.

Section 4.

It is agreed by the parties that negotiations shall begin not later than 90 days prior to the expiration date of this agreement which means that negotiation shall begin on or before **October 1, 2017**.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, do hereby consent and agree to the terms set forth in this contract and set their hands and seal this _____ day of _____, 2014.

ATTEST:

BOROUGH OF RED BANK

, Clerk

By: _____
Pasquale Menna, Mayor

ATTEST:

BOROUGH OF RED BANK PBA
LOCAL 39

By: _____