

**COLLECTIVE BARGAINING AGREEMENT**

**2024 – 2028**

**BETWEEN**

**NEW JERSEY STATE POLICEMAN'S BENEVOLENT  
ASSOCIATION**

**BOUND BROOK LOCAL #380**

**AND**

**BOROUGH OF BOUND BROOK  
SOMERSET COUNTY, NEW JERSEY**

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## **AGREEMENT**

THIS AGREEMENT, made this 26<sup>th</sup> day of JUNE 2024, between the Mayor and Council of the Borough of Bound Brook, hereinafter, referred to as "The Borough" or "The Employer" and New Jersey State Policeman's Benevolent Association, Bound Brook Local #380, hereinafter referred to as "The P.B.A.," representing the complete and final understanding of all bargainable issues between the Borough and the P.B.A. in the years 2024 through the end of 2028.

## **WITNESSETH**

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

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the employer recognized as being represented by the P.B.A. as follows:

## **ARTICLE I**

### **RECOGNITION**

#### **Section I:**

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

#### **Section II:**

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

#### **Section III:**

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

**ARTICLE II**  
**RETENTION OF BENEFITS**

**Section I:**

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

**Section II:**

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

**Section III:**

The provisions of all municipal ordinances and resolutions affecting negotiable terms and conditions of employment, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as it is set forth herein at length.

**Section IV:**

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

**ARTICLE III**  
**MANAGEMENT RIGHTS**

**Section I:**

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

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

- C. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees; and
- D. To take disciplinary action permitted by law for good and just cause.

**Section II:**

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

**ARTICLE IV**

**EMPLOYEE RIGHTS**

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

**ARTICLE V**

**CRITICAL INCIDENT STRESS POLICY**

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

**ARTICLE VI**

**GRIEVANCE PROCEDURE**

**Definition:**

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

**Procedures:**

**Level I:**

The grievant and the president of the P.B.A., or his duly authorized and designated representative, shall present and discuss the grievance(s) orally with the immediate supervisor

within thirty (30) business days of the occurrence giving rise to the grievance(s) or from the time the grievant could reasonably have had knowledge of said event. Failure to present said grievance(s) within the aforesaid time period shall constitute abandonment of same unless the time periods have been modified by mutual consent. The immediate supervisor shall answer the grievance(s) within ten (10) business days from the date of the presentation. If an answer is not presented within ten (10) business days from the date of the presentation, the grievance automatically proceeds to Level II.

Level II:

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

Level III:

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

Level IV:

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

## **ARTICLE VII**

### **BASE SALARY, WAGES, AND LONGEVITY**

The salary schedule for all officers recognized as being represented by the P.B.A. shall be set forth in Exhibit A, which is attached hereto and hereby made a part hereof. The salary schedules shall be for the years 2024, 2025, 2026, 2027, and 2028. As reflected in Exhibit A, all salaries shall be increased according to the following:

2024 – adjustment to the new pay scale (Exhibit A)

2025 – 4.0%

2026 – 3.5%

2027 – 3.5%

2028 – 3.5%

The 2025 – 2028 Academy Rate shall be equal to the New Jersey minimum wage for said calendar year. The steps set forth in the salary guide do not necessarily reflect the officer's actual years of service. For those officers who must attend and complete the Police Academy, their service shall commence on the date of completion of said academy. For those officers who are already PTC-certified, their service shall commence on the date of hire.

The new Academy step shall apply only while the officer attends the Police Academy. Upon graduation, he/she shall progress to the Probation step where he/she shall remain for 12 months.

Annual increases for each step in the guide shall take effect on January 1<sup>st</sup> of each calendar year.

Step increases shall occur on the first of the month of the officer's anniversary date (i.e. date of hire). However, those officers who must attend the Police Academy shall progress from the Academy Step to Probation immediately upon graduation from said Academy. Said officers shall progress to Step 1 12 months from the date of graduation. Subsequent step progressions shall occur every 12 months thereafter.

For 2024, all officers employed prior to January 1, 2024 shall be placed at the step in the 2024-2028 guide closest to their current salary, but in no event shall any such officer experience a reduction in salary.

All Detectives assigned to said position prior to January 1, 2024 shall be compensated at the applicable salary set forth in the 2024 – 2028 salary guide. Those Detectives assigned to said position on or after January 1, 2024 shall be compensated at his/her applicable salary step plus the difference between Step 10 and the Detective salary step.

## **ARTICLE VIII**

### **HOLIDAYS**

Personnel assigned to 8 hour work days, as set forth in Article XVII, shall receive the following days off with pay: New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day. Additionally, each such officer shall be entitled to elect, at his/her discretion, one (1) of the following holidays off with pay annually: Martin Luther King's Day, Memorial Day, or Labor Day. Said holidays shall be utilized as paid time off only. If the holiday falls on a weekend the personnel shall not be entitled to compensation nor time off on another day.

## **ARTICLE IX**

### **DISCRIMINATION OR COERCION**

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

## **ARTICLE X**

### **LOST OR DAMAGED EQUIPMENT**

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

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

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

## **ARTICLE XI**

### **CLOTHING AND MAINTENANCE ALLOWANCE**

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

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

All newly-hired officers shall receive an initial issue of all necessary equipment and uniforms, as established by the Chief of Police. No clothing or maintenance allowance shall be tendered during the academy and/or probationary step. At the end of the probationary step, the officer will be entitled to the clothing and maintenance allowance provided in this article. Moreover, no clothing or maintenance allowance shall be tendered in the officer's last year of employment unless he/she retired or expired during said year. The Borough shall be permitted to deduct the amount of any clothing and/or maintenance allowance previously paid to an officer in his/her last year of employment, except those who retired or expired, from his/her last paycheck.

## **ARTICLE XII**

### **BULLETPROOF VESTS**

The Borough shall pay for one (1) bulletproof vest for each member of the department. The vests shall at least meet the specifications and quality of the vests utilized in 2023 prior to the institution of this contract. Vests will be replaced at the expiration of their useful life as designated by the manufacturer's specifications.

## **ARTICLE XIII**

### **LAYOFF POLICY**

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

## **ARTICLE XIV**

### **VACATIONS**

Employees enjoying the benefits under this Agreement shall be entitled to an annual paid vacation in accordance with the schedule below. While vacation leave shall be earned on a pro-rata basis, the applicable vacation days shall be available for use as of January 1<sup>st</sup> each year. However, if any officer separates from employment for reasons other than retirement or death and has used more vacation leave than earned to date, he/she shall reimburse the Borough all such excess unearned leave.

| <b><u>Employment</u></b>                               | <b><u>Vacation Time</u></b>                                                |
|--------------------------------------------------------|----------------------------------------------------------------------------|
| Six (6) months but less than a year                    | 8 working days                                                             |
| One (1) year but less than six (6) years               | 13 working days                                                            |
| Six (6) years but less than eleven (11) years          | 17 working days                                                            |
| Eleven (11) years but less than sixteen (16) years     | 21 working days                                                            |
| Sixteen (16) years but less than twenty-one (21) years | 26 working days                                                            |
| Twenty-one (21) years or more                          | 31 working days plus one (1) day for each year over twenty-five (25) years |

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

## **ARTICLE XV**

### **SICK LEAVE**

#### **Section I:**

- A. Each officer shall be paid during periods of sick leave fifteen (15) working days per year. Any employee who utilizes 50% or less of his allowed sick days in any calendar year shall be entitled to two (2) personal days off in the following year. These personal days must be used in the year they are received and cannot be "banked".
- B. Sick leave may be used by employees for personal illness; illness in his immediate family which requires his personal attendance upon the ill person; quarantine

restrictions; pregnancy of the spouse/significant other or disabling injury. The term immediate family for the purpose of this paragraph shall mean and refer only to the employee's spouse/significant other, child, parents of either spouse or any other member residing in the employee's household.

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

- C. All officers who were hired after 01/01/2015, shall be moved to an unlimited paid sick leave in lieu of a set number of sick days per year. If an officer is absent from duty due to illness or injury for three (3) or more consecutive work days, the officer shall provide a doctor's certificate. Officers who previously accrued, shall keep their "banked" sick time for the duration of their employment with the Bound Brook Police Department. All accumulated days remaining at an officer's retirement shall be compensated in the manner set forth in Article XIX, Section II. Officer's using 7 days or less of their unlimited sick day allowance in a calendar year shall be entitled to two (2) personal days off in the following year. Those moving into unlimited sick leave went into effect on 01/01/2019.

After thirty (30) consecutive calendar days of paid sick leave to care for an ill immediate family member or a pregnant spouse or significant other, as defined herein, the paid sick leave shall terminate. The employee may elect to utilize leave pursuant to the New Jersey Family Leave Act, pursuant to N.J.S.A. 34:11B-1, with payment originating from the New Jersey Family Leave Insurance Act, pursuant to N.J.S.A. 43:21-25, et. seq., or through the use of the officer's accrued vacation, compensatory time, or personal leave. This shall only apply to those officers who are receiving unlimited sick leave.

## **Section II:**

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

## **Section III:**

An officer who is absent because of disability caused in the usual course of his/her employment and directly in the line of duty must have such absence certified by a Borough or insurance carrier selected physician at the Borough's expense. Pursuant to practice, in the event

that an officer qualifies for workmen's compensation said officer shall continue to receive his/her full rate of pay and shall return any monies received through workmen's compensation for temporary disability to the Borough. Such absence will not be charged against the officer's sick leave.

#### **Section IV:**

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

#### **Section V:**

If an officer is absent from duty due to illness or injury for three (3) or more consecutive work days, the officer shall provide a doctor's certificate. The Chief shall not contact an officer's physician without the officer's prior consent.

#### **Section VI:**

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

#### **Section VII:**

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

#### **Section VIII:**

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

#### **Section IX:**

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

### **ARTICLE XVI**

#### **FUNERAL/BEREAVEMENT LEAVE**

##### **Section I:**                      **Funeral Leave**

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

**Section II:**                      **Bereavement Leave**

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

**Relationship =**

Spouse, child, parent of child, grandchildren, parents, and spouse

parents.....5 working days

Brother, sister, grandparents, grandchild, brothers and sisters-in-law, any relative of the employee's household .....3 working days

**ARTICLE XVII**

**SCHEDULE**

Officers shall be given at least ninety-six (96) hours prior notice of a schedule change except in cases of bona fide emergencies.

The work week for steady day personnel (i.e., Administration, Det. Bureau, S.R.O.) shall consist of an 8 hour work day as follows: 5 days on followed by 2 days off. (i.e., work Mon-Fri, off Sat-Sun). The work schedule for uniformed personnel (i.e., Sgts., Ptlmn.) shall be a 12 hour work day as follows: 2 days on followed by 2 days off, 3 days on followed by 2 days off, and 2 days on followed by 3 days off. Any changes to this clause will result in the re-opening of this Article immediately upon notice of any said change for the purpose of allowing the P.B.A. consultation on any such change. Employees working a 12 hour day shall continue to receive 9 working days off as compensation for working 9 extra days per year.



## **ARTICLE XVIII**

### **P.B.A. RIGHTS AND PRIVILEGES**

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

## **ARTICLE XIX**

### **RETIREMENT BENEFITS**

#### **Section I:**

Effective January 1, 2019, upon retirement members shall not be obligated to contribute toward the cost of their post-retirement medical-surgical insurance premiums and said premiums shall be paid fully (100%) by the Borough, provided that such members shall have either been awarded a PFRS Disability retirement or attained twenty-five (25) or more years of PFRS pension credit at the time of retirement. Thus, officers retiring on or after January 1, 2019 shall not be obligated to contribute toward the cost of their post-retirement benefits.

## **Section II:**

### **Terminal Leave/Pay**

All officers hired prior to January 1, 2010 shall be compensated for all earned and unused vacation leave and personal leave, in either cash at the rate of one (1) day pay for every one (1) day accumulated, in three (3) equal installments over the course of three (3) consecutive calendar years in the first pay period in January of each such year; OR in the officer's sole discretion, Vacation and personal leave may be exhausted by said officer immediately prior to his/her retirement at the rate of one (1) day pay for every one (1) day accumulated.

Cash payouts for earned and unused sick leave shall be compensated in the same manner as set forth above, except that any such cash payout shall be at the rate of one (1) day pay for every three (3) sick days accumulated. Sick leave may be exhausted by said officer immediately prior to his/her retirement at the rate of one (1) day pay for every one (1) day accumulated.

For all officers hired on or after January 1, 2010 and prior to the date of the full execution of this Agreement, all earned and unused vacation, personal, and sick leave shall be compensated in the manner as set forth above except that if the officer elects the cash payout option, sick leave shall be paid at the rate of one (1) day pay for every five (5) sick days accumulated.

For all officers hired after the date of full execution of this Agreement, all earned and unused personal and vacation leave shall be compensated in cash at the rate of one (1) day pay for one (1) day pay accumulated in the same manner as set forth above; OR in the officer's discretion, exhausted by said officer immediately prior to his/her retirement at the rate of one (1) day pay for every one (1) day accumulated. All officers with unlimited sick time shall not be entitled to sick leave as terminal leave unless they had earned and saved sick time prior to being moved into the unlimited sick time and they shall not be entitled to any cash compensation for their sick time unless the time was saved prior to Jan 1, 2019 and that payout will be at a rate of (1) day pay for every (5) sick days accumulated.

For all officers hired on or after January 1, 2010, the monetary value of his/her terminal leave payout shall not exceed \$35,000. All cash payments referred to as above shall be paid at his/her rate of pay immediately prior to his/her retirement.

## **ARTICLE XX**

### **COURT PAY**

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

## **ARTICLE XXI**

### **SAVINGS CLAUSE**

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

## **ARTICLE XXII**

### **REIMBURSEMENT FOR EXPENSES**

#### **Section I:**

##### **Terms and Conditions**

##### **A. Court Appearances**

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

##### **B. Schools, Training, and Other Assignments**

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

#### **Section II:**

##### **Meals**

Meals shall be paid in full following approval by the Chief when incurred under the above listed "Terms and Conditions". The mileage shall be paid at a rate of eighteen

cents (\$.18) per mile, computed from the officer's home and returning to same when incurred under the above "Terms and Conditions".

### **ARTICLE XXIII**

#### **EDUCATIONAL INCENTIVE COMPENSATION**

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

|                   |                 |
|-------------------|-----------------|
| Bachelor's Degree | \$1400 per year |
| Master's Degree   | \$1800 per year |

These figures are not cumulative.

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

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

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

The Borough shall reimburse up to twelve (12) credit hours a year per officer, to a maximum of four (4) officers, per calendar year, not to exceed \$1,000.00 per credit hour, toward the attainment of a bachelor's or master's degree. Reimbursement shall be conditioned upon the officer earning a passing grade (C or better) for said class. The first four (4) officers applying for this benefit on or after September 1<sup>st</sup> and whose classes have been pre-approved by the Chief of Police shall receive reimbursement, with first preference being given to officers who are currently and actively pursuing their degree and had been reimbursed by the Borough the previous academic semester for the same purpose.

**ARTICLE XXIV**  
**PERSONAL DAYS**

**Section I:**

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

**Section II:**

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

**Section III:**

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

**ARTICLE XXV**  
**PERSONNEL FILES**

**Section I:**

All officers shall have the right to inspect and photocopy their personnel file (except in the event of a prior or ongoing investigation) within a period of forty-eight (48) hours after the request is made and at a reasonable time, provided that the Chief of Police, or his designated representative, is present at the time of inspection and photocopying. A representative of the Association may be present when requested by the officer.

**Section II:**

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

## **ARTICLE XXVI**

### **OVERTIME**

#### **Section I:**

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

#### **Section II:**

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

#### **Section III:**

Effective upon the full execution of this Agreement by both parties, all officers who work outside employment shall be entitled to an hourly flat rate of compensation of \$90.00, regardless of years of service.

#### **Section IV:**

Any PBA member that is suspended from the PBA or any Non-Member of the PBA shall not be Eligible for outside employment details unless the detail has been turned down by all other PBA Members regardless of the amount of total hours any PBA member may have accumulated in outside employment compared to the suspended or Non-Member of the PBA (Local 380).

#### **Section V:**

Officers may elect to be paid for overtime worked at the rate of time and one-half (1 ½) in cash or compensatory time. Officers may not accrue in excess of 480 hours of compensatory time at any one time. Upon separation of employment, officers shall be compensated in one lump sum up to a maximum of 240 hours of compensatory time at the current rate of pay. However, any officer retiring on a PFRS disability pension who has earned more than 240 hours of compensatory time at the time of disability retirement shall receive payment for all of his/her compensatory time.

## **ARTICLE XXVII**

### **ON CALL SUBPOENA PAY**

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

## **ARTICLE XXVIII**

### **ON CALL PAY**

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

## **ARTICLE XXIX**

### **OUT OF RANK PAY**

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

## **ARTICLE XXX**

### **CALL BACK PAY**

Any officer who is called back to work for a time period outside of his regularly scheduled shift which time period is not contiguous, not immediately before or after the regularly scheduled shift, shall be entitled to call back pay of a minimum of four (4) hours of overtime pay or to compensation at overtime rates for the actual time worked if more than four (4) hours. This shall include training and other departmental ordered meetings. Officers who are required to work non-scheduled time which is contiguous to (immediately before or after) a regularly scheduled shift shall be entitled to overtime pay (time and a half) multiplied by the actual time worked with no minimum payment.

## **ARTICLE XXXI**

### **NO STRIKE**

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

## **ARTICLE XXXII**

### **LEGAL AID**

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

## **ARTICLE XXXIII**

### **DENTAL PLAN**

The Borough shall provide each member of the department with a family policy of insurance covering dental expenses in accordance with a plan. The borough's responsibility is not more than \$40.38 per month per department member which shall be their only obligation. The departmental members shall be responsible for any and all increases in costs after the first year and above the \$40.38 per month per officer baseline. The department, at its discretion may select an alternative policy, in later years, with the Borough's obligation being exclusively limited to \$40.38 per month per department member. This policy will not be precedential or evidential for purposes of establishing any co-payment obligation for general medical coverage.

## **ARTICLE XXXIV**

### **MEDICAL DENTAL CO-PAYMENT**

Upon completion of three (3) months of full-time employment and thereafter, officers shall be entitled to individual and dependent medical/dental coverage. Effective January 1, 2015, all Officers while active members of the Bound Brook Police Department, shall contribute the requisite amount according to the sliding payment scale tables in the bill (formerly referred to as "Chapter 78") to the cost of Medical Benefits (See Exhibit "D"). No officer shall exceed the maximum annual contribution of 35% on the said scale.

**ARTICLE XXXV**  
**REPRESENTATION FEE**

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

**Section I:**

**Notification**

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

**Section II:**

**Payroll Deduction Schedule**

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

- A. Ten (10) days after receipt of the aforesaid list by the employer; or
- B. Thirty (30) days after the employee begins his/her employment in a bargaining unit position.

**Section III:**

**Termination of Employment**

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

**Section IV:**

**Mechanics of Deduction and Transmission of Fees**

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

## Section V:

### Changes

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

## Section VI:

### New Employees

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

## Section VII:

### Indemnification

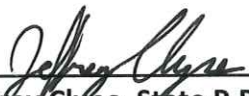
The P.B.A. agrees to indemnify and hold the Borough harmless against any liability which may arise by reason of any action taken by the Borough in complying with the provisions of this Article, provided the Borough gives the P.B.A. timely notice in writing of any claim, demand, suit or other form of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

## ARTICLE XXXVI

### DURATION

This Agreement shall become effective as of January 1, 2024 and shall terminate on December 31, 2028 and shall continue in full force and effect until a successor Agreement is signed.

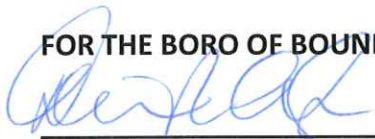
FOR THE P.B.A. BOUND BROOK LOCAL #380

  
Jeffrey Clyne, State P.B.A. Delegate

  
Joseph Bozzomo, P.B.A. Vice President

6/26/24  
Dated

FOR THE BORO OF BOUND BROOK

  
Dominic Longo, Mayor

  
Jasmine D. McCoy, Boro Administrator

6-25-24  
Dated

**EXHIBIT "A"**

|                  | <b>2024</b>  | <b>2025</b>  | <b>2026</b>  | <b>2027</b>  | <b>2028</b>  |
|------------------|--------------|--------------|--------------|--------------|--------------|
| <b>Sergeant</b>  | \$148,738.72 | \$154,688.27 | \$160,102.36 | \$165,705.94 | \$171,505.65 |
| <b>Detective</b> | \$139,592.25 | \$145,175.94 | \$150,257.10 | \$155,516.10 | \$160,959.16 |
| <b>10</b>        | \$134,592.25 | \$139,975.94 | \$144,875.10 | \$149,945.73 | \$155,193.83 |
| <b>9</b>         | \$126,414.93 | \$131,471.53 | \$136,073.03 | \$140,835.59 | \$145,764.83 |
| <b>8</b>         | \$118,237.63 | \$122,967.14 | \$127,270.98 | \$131,725.47 | \$136,335.86 |
| <b>7</b>         | \$110,060.33 | \$114,462.74 | \$118,468.94 | \$122,615.35 | \$126,906.89 |
| <b>6</b>         | \$101,883.03 | \$105,958.35 | \$109,666.89 | \$113,505.23 | \$117,477.92 |
| <b>5</b>         | \$93,705.73  | \$97,453.96  | \$100,864.85 | \$104,395.12 | \$108,048.95 |
| <b>4</b>         | \$85,528.43  | \$88,949.57  | \$92,062.80  | \$95,285.00  | \$98,619.98  |
| <b>3</b>         | \$77,351.13  | \$80,445.18  | \$83,260.76  | \$86,174.88  | \$89,191.00  |
| <b>2</b>         | \$69,173.83  | \$71,940.78  | \$74,458.71  | \$77,064.77  | \$79,762.03  |
| <b>1</b>         | \$60,996.53  | \$63,436.39  | \$65,656.66  | \$67,954.65  | \$70,333.06  |
| <b>Probation</b> | \$52,819.23  | \$54,932.00  | \$56,854.62  | \$58,844.53  | \$60,904.09  |
| <b>Academy</b>   | \$31,470.40  | TBD          | TBD          | TBD          | TBD          |

**EXHIBIT "B"**  
**EMPLOYEE BILL OF RIGHTS**

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 ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

**Section I:**

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, the employee shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he was remiss in his/her duties or found guilty of a preferred charge.

**Section II:**

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/she shall be so informed at the initial contact.

**Section III:**

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

**Section IV:**

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.

**Section V:**

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.

**Section VI:**

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

**Section VII:**

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

**Section VIII:**

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

## **EXHIBIT "C"**

### **CRITICAL INCIDENT STRESS POLICY**

#### **Introduction:**

The implementation of this policy is in all actuality a two-fold method of dealing with Critical Incident Stress. One must not assume that all stressors can be handled simply by following the guidelines contained within. Union members must be trained on methods of recognition and the proper approach to treatments when faced with one who may be experiencing Critical Incident Stress Disorders.

#### **Procedures:**

A critical incident stress debriefing team shall be called in the event of the following:

- A. The death of or serious injury to a fellow officer in the line of duty;
- B. Any incident in which a fatality occurs because of an officer's actions, including but not limited to a motor vehicle accident or an officer(s) involvement in a shooting incident;
- C. A mass casualty incident;
- D. The sudden death of a child;
- E. The death of a victim after prolonged rescue efforts;
- F. An extreme high-risk event;
- G. A high visibility event which draws considerable media or public attention;
- H. Any other event that occurs which produces significant and unusual stressors and the involved officer(s) displays symptoms of critical incident stress, either at the scene or at a later time, so long as the event occurred during the course of employment.

It is to be stressed that the physical, cognitive and emotional problems which may occur are normal reactions and they can affect almost any officer, no matter how much time he/she has on the job or what he or she has experienced previously.

If either of the first two incidents listed above occur, the union designee will ensure that one of the trained CISD Team members are called to respond to assist as soon as possible after the event, however any member of the department may of his/her own volition contact a CISD Team member with questions or CISD related problems. The purpose of the CISD Team involvement at or in any incident will have nothing to do with fixing responsibility or blame upon any member and team members will refrain from any discussion involving such responsibility or blame.

The involved officer(s) may, if he/she so desires, have a PBA representative present during any CISD discussions. All matters discussed with involved officers will be kept strictly confidential by personnel present. No notes or other records will be made of any CISD discussions and no reports or communications will be written. No discussions will be conducted with the administration of this department or any other agency regarding the incident or an officer's concerns and/or problems with it without the officer's specific permission. The only other time that confidentiality must be breached is when an involved officer expresses strong tendencies to injure himself/herself or others. However, before reporting these tendencies to the administration, the CISD Team member will discuss it with the department psychologist and abide by his/her decision as to the course of action to pursue.

#### **Union Responsibilities:**

Although law enforcement officers involved in a shooting will be sequestered, those who have wounded or killed someone will have a Stress Unit Member remain with them until the incident investigators can conduct interviews. The union shall assign a union designee responsible for this task who shall provide aid and assistance as needed, but shall avoid discussion of the facts of the incident with personnel involved in the shooting.

#### **Administrative Guidelines for Dealing with Officers Involved in On-Duty Shooting Situations:**

The goal of these guidelines is to provide information on how to constructively support an officer(s) involved in a shooting and diminish emotional trauma by doing so. Extensive field experience has shown that following these guidelines reduces the probability of long-lasting emotional problems resulting from a shooting. However, these guidelines are not meant to be a rigid protocol. It is important to apply these guidelines in a flexible manner that is appropriate to the situation.

- A. At the scene: Show concern. Give mental and physical first aid.
- B. Psychological break: Get the officer away from the body and some distance from the scene. The officer can be with a supportive peer or supervisor and return to the scene only if necessary. This break should be of a non-stimulant nature with discretionary use of drinks and caffeine.
- C. Explain to the officer what will happen administratively during the next few hours and why, so that the officer does not take the investigation as a personal attack.
- D. If the weapon is taken as evidence, replace it immediately or when appropriate (with the officer being told that it will be replaced.) This guideline can be modified depending on how aggravated the circumstances are and how stressed the officer is (very depressed, agitated, suicidal, etc.)
- E. The officer should have some recovery time before detailed interviewing. The officer should be in a secured setting, insulated from the press and curious officers.
- F. Totally isolating the officer breeds feelings of resentment and alienation. The officer can be with a supportive friend or a peer who has been through a similar experience.

(To avoid legal complications, the situation should not be talked about prior to the preliminary investigation.) It is important to show concern and support to the officer during this time.

- G. If the officer is not injured, the officer or department should contact the family, i.e., phone call or personal contact and let them know what happened before rumors, information via scanners and phone calls get to the family. If the officer is injured, a department member the family knows should pick the family up and drive them to the hospital. Make sure the family has support, i.e., call friends, chaplains, etc.
- H. Personal concern and support for the shooter from a high-ranking administrator (communicated in a face-to-face manner) goes a long way toward alleviating future emotional problems. The administrator does not have to comment on the situation or make any premature statements regarding legal or departmental resolutions, however can show concern and empathy for the officer who has just undergone a very stressful experience.
- I. The officer should be given administrative leave (not suspended with pay) to deal with the emotional impact (usually three days - more or less as the situation dictates.) Some officers prefer light duty to leave. Depending on the situation and officer's reaction, it may be best to avoid the double-binding situation of the officer going back to work and facing the possibility of another critical incident before the shooting is resolved by keeping the officer off the street until the shooting is resolved, i.e., after investigation, grand jury, coroner's inquest, County Prosecutor's statement. All personnel at the scene (including dispatchers) should be screened carefully for their reactions and given leave or the rest of the shift off as necessary.
- J. The officer will attend a mandatory (to defuse stigma) confidential debriefing with a licensed mental health professional who is experienced with the law enforcement culture and trauma prior to returning to duty. There should be a debriefing as soon after the incident as practical. Return to duty and/or follow-up sessions should be determined by a mental health professional. Everybody at the scene (including dispatchers) should have a debriefing with the mental health professional (which can be done in a group) within seventy-two (72) hours. The officer(s) who did the shooting may or may not want to be included in the group debriefing, as actually doing the shooting creates different emotional issues. Follow-up sessions for other personnel involved in the shooting may be appropriate.
- K. Opportunity for family counseling (spouse, children, significant others) should be made available.
- L. If the involved officer's phone number is published, it may be advisable to have a friend or telephone answering machine screen phone calls, as sometimes threats to the officer and family may occur.
- M. An administrator should advise the rest of the department (or the supervisor advise the rest of the team) what happened so the officer does not get bombarded with questions and rumors are held in check. Screen for "vicarious thrill seekers."

- N. Expedite the completion of administrative and criminal investigations and advisement of the outcome to the officer.
- O. Consider the officer's interests in the media releases.
- P. The option of talking to peers who have had a similar experience can be quite helpful to all personnel at the scene. Peer counselors are an asset conducting group debriefings (in conjunction with a mental health professional) and in providing follow-up support.
- Q. Allow a paced return to duty, i.e., the officer can ride around with another officer, work a different beat or shift, etc.

**Prevention:**

Train all officers in critical incident reactions and what to expect personally, departmentally, and legally.

## EXHIBIT "D"

| Single Coverage Health<br>Benefit Contribution % |        |
|--------------------------------------------------|--------|
| Salary Range                                     | Year 4 |
| less than 20,000                                 | 4.50%  |
| 20,000 – 24,999.99                               | 5.50%  |
| 25,000 – 29,999.99                               | 7.50%  |
| 30,000 – 34,999.99                               | 10.00% |
| 35,000 – 39,999.99                               | 11.00% |
| 40,000 – 44,999.99                               | 12.00% |
| 45,000 – 49,999.99                               | 14.00% |
| 50,000 – 54,999.99                               | 20.00% |
| 55,000 – 59,999.99                               | 23.00% |
| 60,000 – 64,999.99                               | 27.00% |
| 65,000 – 69,999.99                               | 29.00% |
| 70,000 – 74,999.99                               | 32.00% |
| 75,000 – 79,999.99                               | 33.00% |
| 80,000 – 94,999.99                               | 34.00% |
| 95,000 and over                                  | 35.00% |

| Employee Plus Child(ren)<br>Employee Plus Spouse Coverage<br>Health Benefit Contribution |        |
|------------------------------------------------------------------------------------------|--------|
| Salary Range                                                                             | Year 4 |
| less than 25,000                                                                         | 3.50%  |
| 25,000 – 29,999.99                                                                       | 4.50%  |
| 30,000 – 34,999.99                                                                       | 6.00%  |
| 35,000 – 39,999.99                                                                       | 7.00%  |
| 40,000 – 44,999.99                                                                       | 8.00%  |
| 45,000 – 49,999.99                                                                       | 10.00% |
| 50,000 – 54,999.99                                                                       | 15.00% |
| 55,000 – 59,999.99                                                                       | 17.00% |
| 60,000 – 64,999.99                                                                       | 21.00% |
| 65,000 – 69,999.99                                                                       | 23.00% |
| 70,000 – 74,999.99                                                                       | 26.00% |
| 75,000 – 79,999.99                                                                       | 27.00% |
| 80,000 – 84,999.99                                                                       | 28.00% |
| 85,000 – 99,999.99                                                                       | 30.00% |
| 100,000 and over                                                                         | 35.00% |

| Family Coverage Health<br>Benefit Contribution % |        |
|--------------------------------------------------|--------|
| Salary Range                                     | Year 4 |
| less than 25,000                                 | 3.00%  |
| 25,000 – 29,999.99                               | 4.00%  |
| 30,000 – 34,999.99                               | 5.00%  |
| 35,000 – 39,999.99                               | 6.00%  |
| 40,000 – 44,999.99                               | 7.00%  |
| 45,000 – 49,999.99                               | 9.00%  |
| 50,000 – 54,999.99                               | 12.00% |
| 55,000 – 59,999.99                               | 14.00% |
| 60,000 – 64,999.99                               | 17.00% |
| 65,000 – 69,999.99                               | 19.00% |
| 70,000 – 74,999.99                               | 22.00% |
| 75,000 – 79,999.99                               | 23.00% |
| 80,000 – 84,999.99                               | 24.00% |
| 85,000 – 89,999.99                               | 26.00% |
| 90,000 – 94,999.99                               | 28.00% |
| 95,000 – 99,999.99                               | 29.00% |
| 100,000 – 109,999.99                             | 32.00% |
| 110,000 and over                                 | 35.00% |