

Bergen County

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APPENDIX

ADDENDUM

1977

A G R E E M E N T

THIS AGREEMENT, made this 1st day of March 1977, by and between the BOROUGH OF RUTHERFORD, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Borough," and THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 26, (RUTHERFORD UNIT), hereinafter referred to as the "PBA."

WHEREAS, the Borough and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties,

NOW, THEREFORE, it is agreed as follows:

I. EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, the Borough hereby agrees that every police officer shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution

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of New Jersey and of the United States; that it shall not discriminate against any police officer with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

II. ASSOCIATION RECOGNITION

(1) The Borough recognizes PBA Local 26 (Rutherford Unit) as the exclusive representative, as certified on July 1, 1974, by the New Jersey Public Employment Relations Commission for the purpose of collective negotiation with respect to all negotiable items of employment of all employees employed by the Police Department, Borough of Rutherford, Bergen County, New Jersey, but excluding the Chief of Police, Captains, all office clerical employees, professional employees, craft employees, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968.

(2) No employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

(3) The term "Police Officer" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

III. EXCLUSIVITY OF ASSOCIATION REPRESENTATION

The Borough agrees that it will not enter into any contract or memorandum of agreement with any one but the recognized Association (PBA Local 26 [Rutherford Unit]) with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

IV. DUES - CHECK-OFF

Upon presentation to the Borough of a dues check-off card signed by individual employees, the Borough will deduct from such employees' biweekly salaries the amount set forth on said dues check-off authorization card. Thereafter, the Borough will, as soon as practicable, forward a check in the amount of all dues withheld for this purpose for the PBA representative entitled to receive same. The said PBA representative shall be appointed by resolution of the PBA and certified to the Borough by the PBA.

V. EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

VI. ASSOCIATION REPRESENTATIVES

(1) The Borough recognizes the right of the Association to designate one (1) representative and one (1) alternate for the enforcement of this Agreement. The Association shall furnish the

Borough in writing the names of the representative and the alternate and notify the Borough of any changes.

(2) The authority of the representative and alternate so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentative of grievances in accordance with the provisions of the collective bargaining Agreement.

(b) The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.

(3) The designated Association representative shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on contract negotiations with Borough officials.

(4) Not more than on member of the PBA bargaining team shall be excused at any one time from duty to attend contract negotiations.

VII. MAINTENANCE OF WORK OPERATIONS

(1) The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Association shall authorize, instigate, or condone such activity.

(2) It is understood that violation of the provisions of this Article may subject any employee particiapting in or condoning such activity to disciplinary action by the Borough. Such

(2) Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority, under R.S. 11,40 and 40A, or any other national, state, county or other applicable laws.

(3) The Borough of Rutherford agrees that all benefits, terms and conditions of employment relating to the status of Borough of Rutherford Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

(4) Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any police officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

(5) The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such additional issues as may arise. Failure to meet pursuant to this clause shall not be cause for a grievance.

(6) If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the

execution of same, duly signed by the Association President and the Borough Administrator.

IX. BILL OF RIGHTS

This Article is not intended, nor shall it be used, to impede or interfere with the normal and routine operation of the Police Department.

(1) All employees shall be entitled to the protection of what shall be hereafter termed as the "Bill of Rights for Police Officers and Detectives in said classifications of the Borough of Rutherford Police Department" and which provides as follows.

(2) The Police Department has established the following procedures to govern the conduct and control of investigations.

(3) The wide ranging powers and duties given to the Department and its members involve them in all manner of contracts and relationships with the public. Out of these contracts come many questions concerning the actions of employees. These questions often require immediate investigation by the Chief of Police or his Designee. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

(a) The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the

investigation dictate otherwise, Where practicable, interrogations should be scheduled for the daytime.

(b) The interrogations shall take place at a location designated by the investigating officer. Usually it will be at the Rutherford Police Headquarters.

(c) The employee shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer and of all persons present during the interrogation, and shall be advised of his right to an adjournment in order to have his counsel and/or Association representative present.

(d) The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The address of complainants and/or witnesses need not be disclosed, however, sufficient information to reasonably apprise the employee of the allegation should be provided. If it is known that an employee being interrogated is the target of a criminal investigation or a witness only, he should be so informed at the initial contact.

(e) The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

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

(g) The complete interrogation of the employee shall be recorded mechanically or by a department stenographer. All recesses called during the questioning shall be recorded. The employee or his counsel shall be entitled to a transcript of such stenographic record within a reasonable time after such interrogation. When a transcript of the proceedings has been made prior to the employee's request, the employee shall only be required to pay for a copy of the transcription. When a transcription is made at the employee's request, he shall be required to pay for the cost of the transcription.

(h) This Article shall not apply with regard to minor violations or the routine day to day activities of the Department.

(i) If an employee is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the Miranda decision.

(j) Except as provided in (i) immediately preceding, the law imposes no obligation, legal or otherwise, on the Department to provide an opportunity for an employee to consult with counsel or anyone else when questioned by a superior officer about his employment or matters relevant to his continuing fitness for police service. Nevertheless, in the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for an employee, if he so requests, to consult with counsel and/or with a representative of the Association before being questioned concerning a serious violation of the Rules and Procedures, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for purposes of consultation past 10:00 a.m. of the day following the notification of interrogation. The employee shall have the right to have his counsel and/or Association representative present to assist him during the interrogation.

X. DATA FOR FUTURE BARGAINING

(1) The Borough agrees to make available to the Association all relevant data the Association may require to bargain collectively.

(2) The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough personnel, the cost of various insurance and other programs, information concerning overtime worked by police officers, the total number of sick leave days utilized by police officers, the total number of IODs, the total length of time lost as a result of IODs and other data of a similar nature.

XI. SALARIES

(1) The base annual salaries shall be set forth in Appendix "A".

(2) The base annual salary guide for 1976 shall be deemed to be retroactive to January 1, 1976, and the base annual salary guide for the year 1977 shall be retroactive to January 1, 1977. Any retroactive monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

(3) The base annual salaries as shown for sergeants and lieutenants shall be payable to said employees immediately on promotion to said ranks.

XII. WORK DAY, TOURS OF WEEK AND OVERTIME

(1) The normal work day shall be eight hours, which shall include within the eight hour span, thirty minutes of paid meal time per day, and in addition thereto two coffee breaks of fifteen minutes each. The normal work day shall be based upon

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the utilization of a three squad system which shall function for eight rotating hours for each squad during a twenty-four hour day.

(2) Commencing with the execution of this Agreement the schedule of work for employees covered by this Agreement shall be as follows: Five tours of work on the day shift (7:00 a.m. to 3:00 p.m.) followed by two days off; then five tours of work on the night shift (11:00 p.m. to 7:00 a.m.) followed by three days off; then five tours of work on the afternoon shift (3:00 p.m. to 11:00 p.m.). The schedule shall continue, alternating five days of work followed by two days off, then five days of work followed by three days off with the employee advancing his shift forward to the next later work shift (sequence: days, nights, evenings). This schedule is commonly known as the "5-2, 5-3 schedule".

(3) Overtime is defined as work in excess of the normal eight hour work day or work on a regular day off (R.D.O.). A regular day off (R.D.O.) is defined as a scheduled day off from work as set forth in the annual work tour schedule posted by the Police Department.

(4) Overtime shall be paid either as paid overtime compensation (time and one-half) or compensatory time at the time and one-half rate (one and one-half hours for each hour worked).

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(5) The employees shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time and shall exercise such discretion either immediately before working such overtime or immediately after completing the working of such overtime and notify his commanding officer in writing of his decision.

(6) An employee may accumulate no more than sixty-four hours of overtime to be banked as compensatory time which is equivalent to ninety-six hours at straight time. For all hours in excess of sixty-four hours of overtime pay the employee shall receive only paid overtime compensation.

(7) If the member chooses paid overtime compensation, that choice, once made, may not be altered. If the member chooses compensatory time, that choice may be altered at the sole option of the employee under the following conditions:

(a) The request for the conversion is made in the calendar year during which the compensatory time was earned.

(b) The request for conversion must be received by the commanding officer no later than the day following the normal pay day to insure inclusion within the next two pay periods.

(8) It is agreed and understood that during all meal periods and coffee breaks arising under this section that all employees will be available to respond to any call for emergency or other contingency.

(9) Any compensatory time not utilized by the employee during the calendar year shall be paid to him pursuant to the paid overtime compensation provision of this Agreement.

XIII. HOURLY RATE

To compute the hourly rate of a police officer, his yearly base salary shall be divided by 1950 hours.

XIV. JOB DESCRIPTIONS

(1) Patrolman:

Patrolman job description shall be as described in Police Department Order #3-72 and in Article IV of the Rules and Regulations of the Rutherford Police Department and on Page 50 of the Civil Service Reclassification Survey for the Borough of Rutherford dated 1965.

(2) Sergeant:

Sergeant job description shall be as described in Article III (A) of the Rules and Regulations of the Rutherford Police Department and on Page 54 of the Civil Service Reclassification Survey for the Borough of Rutherford dated 1965.

(3) Lieutenant:

Lieutenant job description shall be as described in Article III of the Rules and Regulations of the Rutherford Police Department and on Page 53 of the Civil Service Reclassification Survey for the Borough of Rutherford dated 1965.

(4) See job descriptions attached hereto as Appendix "B".

XV. COURT TIME

(1) Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies.

(2) When an employee covered by this Agreement is subpoenaed to appear in a civil court case (example: automobile negligence case, etc.) then he shall be entitled to payment as provided in this Article, however the employee subpoenaed shall complete the Borough's "civil court overtime record" form as per departmental procedures.

(3) All such required court time shall be considered as overtime and shall be compensated at time and one-half.

(4) When an employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled. Provided, however, that such travel time shall be computed between the Borough of Rutherford and the pertinent court or administrative body, except that there shall be no overtime computation, or payment for travel time when the pertinent court or administrative body is within five (5) miles of the Borough of Rutherford.

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(5) The amount of overtime to which an employee may be entitled under this Article shall be the actual time required in the Court or Administrative Body, together with any applicable travel time to and from the Borough of Rutherford, provided however, that the employee's entitlement to overtime under this Article shall not be less than one hour overtime pay.

XVI. TRAINING PAY

The Borough agrees to compensate all employees covered by this Agreement at time and one-half rate for attending required training courses on their own time.

XVII. STAND BY TIME

Stand by time shall be considered as time worked if the Borough requires the employee to remain in a fixed location.

XVIII. RECALL

Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of two hours work or pay in lieu thereof.

XIX. PRIORITY FOR OVERTIME

(1) Overtime for regularly scheduled shifts and details will be offered to regular full time employees of the Department first, in an order of preference based upon a rotating seniority roster. There may be certain situations in which the

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Department, because of special skills or other attributes of a particular officer, determines that it is in the best interests of the Borough to bypass an employee or employees on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed employee or employees must become next on the list for the purposes of the overtime roster. The purpose of this clause is to equalize overtime among employees and same shall not be defeated by the Borough's selection of special persons for special details as set forth herein. Such overtime will be offered to persons other than full time employees only if it has first been refused by each member on the seniority roster aforementioned.

(2) With regard to what is commonly known as "school details" it is agreed that the Borough will attempt to obtain at least one full time employee of the Police Department to work said detail and will make an offer of such detail to the regular full time employees on the basis of the rotating seniority roster. It will be the obligation of the employees to set up their own roster for school details and other special events.

XX. SHIFT CHANGES

The Borough agrees that it will not indiscriminately adjust shifts so as to avoid overtime payment to employees covered by this Agreement.

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XXI. LONGEVITY

(1) Each employee shall be entitled to longevity payments computed on his base salary for completed years of service with the Borough according to the following schedule:

<u>Years of Service</u>	<u>Percentage of Base Annual Salary</u>
(a) Five (5) years of service-----	One percent
(b) Ten (10) years of service-----	Three percent
(c) Fifteen (15) years of service--	Five percent
(d) Twenty (20) years of service---	Seven percent
(e) Twenty-five (25) years of service-----	Eight percent

The said payments shall be paid on a biweekly basis to the employees entitled to same.

(2) The new schedule as set forth in (1) shall commence and become effective on January 1, 1977. The previous method of longevity computation (1% every 5 years - maximum of 5%) shall apply for the year 1976.

XXII. UNIFORMS

(1) Each new employee shall receive from the Borough, free of charge in lieu of a clothing allowance, a complete uniform. Thereafter, the Borough will pay each employee, during the term of this Agreement, the sum of \$300.00 per year, as a clothing allowance.

(2) This payment shall be made to plainclothed as well as uniformed employees.

(3) If the Borough decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items. Utilization of this clause shall not diminish the clothing allowance set forth in this Agreement.

(4) A police officer's uniform or personal equipment which are required by him in his capacity as a police officer, which may be damaged during the course of his employment, shall be replaced at the expense of the Borough, except where such damage is caused by the negligence of the employee.

(5) Any such payments made under Paragraph (4) of this Article shall be in addition to the police officer's annual clothing allowance otherwise referred to in this Agreement.

(6) The Three Hundred (\$300.00) Dollars clothing allowance is retroactive to January 1, 1976, and such retroactive payment shall be made as soon hereafter as is practicable.

XXIII. EDUCATION INCENTIVE

(1) Each employee covered under this Agreement who shall earn an AAS degree in Police Science shall, upon proper notification and proof to the Borough receive an increment, in addition to all other wage and benefits provided in this Agreement, in the amount of One Thousand (\$1,000.00) Dollars per year.

(2) Each employee covered under this Agreement who shall earn a Bachelor's degree (B.A. or B.S.) shall upon proper notification and proof to the Borough receive an increment and benefits provided in this Agreement, in the amount of Fifteen Hundred (\$1500.00) Dollars per year which shall be deemed to include any prior degree increment.

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XXIV. WORK IN HIGHER RANK

When an employee works in a higher rank for thirty (30) days or more, he shall receive the pay of that higher rank in which he is working and the Borough shall not defeat the intent of this clause by shifting two (2) or more employees to cover the higher rank in question. This clause shall not apply in cases of vacancies due to vacations.

XXV. VACATIONS

(1) The vacation allowance shall be as set forth in this Agreement in Appendix "C".

(2) When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year only.

(3) If an employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

(4) No employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Borough.

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(5) Vacations may be taken in four hour segments. However, when fragmenting vacations, not over five days of vacation may be taken on fragmentation basis except with the approval of the Chief of Police.

(6) Vacations shall be selected on a rotating seniority basis which shall be established by the Department. Once an employee selects two or more consecutive days of vacation under this clause, the next senior man shall make his selection, and so on, until the seniority list is exhausted at which time the process shall be continued.

XXVI. HOLIDAYS.

(1) All police officers will be entitled to and will receive twelve (12) paid holidays per year.

(2) The holidays noted herein shall be as set forth in Appendix "D".

(3) In addition to the annual salary set forth in this Agreement, each employee shall be paid an additional day's pay for each holiday enumerated in this Agreement.

(4) To the extent possible, the choice of which holidays each employee shall be off duty shall be determined by a rotating seniority schedule which shall be administered in the same

fashion as the vacation roster. For the purpose of this clause, the senior employee shall select one day as his first choice of a holiday and so on until the process has been completed.

(5) In addition to the regular paid holidays heretofore set forth, the employees covered under this Agreement shall be entitled to such further paid holidays as may be declared from time to time by the Borough's governing body for any other Borough employees.

XXVII. SICK LEAVE

(1) All permanent full time employees covered by this Agreement shall be granted sick leave with pay of one working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in each calendar year thereafter which shall accumulate from year to year.

(2) Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family.

(3) To qualify for payment while absent on sick leave each employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge at least one hour before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absence from

duty. An employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

(4) An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if reasonably requested by the Borough.

(5) One-half (1/2) of a work day shall be the smallest unit to be considered in computing sick leave used.

(6) All sick leave heretofore accumulated shall not be impaired by this Agreement, and said accumulated days shall be carried forward during the term of this Agreement.

(7) Upon an employee's retirement after twenty-five (25) years of service or upon a disability retirement, the employee shall be entitled to time off representing fifty (50%) percent of all remaining accumulated sick days calculated at the daily rate at the time of his retirement.

XXVIII. WORK INCURRED INJURY

(1) Where an employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act shall be paid over to the Borough.

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(2) The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the mayor and council, may reasonably require the said employee to present such certificates from time to time.

(3) In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workmen's Compensation establishing such further period of disability and such findings by the Division of Workmen's Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

(4) For the purposes of this Article, injury or illness incurred while the employee is attending a Borough-sanctioned training program, shall be considered in the line of duty.

(5) In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workmen's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

(6) An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

XXIX. PERSONAL LEAVE

(1) Commencing January 1, 1977, each employee shall have five (5) personal leave days per year which shall be charged against sick leave. For the purposes of this clause, an employee shall not be required to advise his superior of the reason for the personal leave day.

(2) Employees must give the Chief of Police twenty-four (24) hours' notice of their intention to take a personal day and must receive approval from the Chief to insure that the Borough has adequate personnel on hand to perform all necessary functions. The said personal leave days shall be non-cumulative.

(3) A denial of an application for personal time under this section by the Chief shall only be made for sufficient cause and any such denial may become the subject of a Grievance Procedure under this Agreement.

(4) Personal leave time under this Article shall be granted in units of not less than four (4) hours for each occasion.

XXX. BEREAVEMENT LEAVE

(1) All permanent full time employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family within the State of New Jersey and up to five (5) days leave if outside the state with the consent of the Chief of Police or his designated representative.

(2) Immediate family shall include spouse, children, parents, brothers, sisters and grandparents of employee or spouse.

(3) Such funeral leave shall not be charged against the employee's vacation or sick leave.

(4) Any extension of absence under this Article, however, may at the employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

(5) In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

XXXI. LEAVE OF ABSENCE

(1) All permanent full time employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed thirty (30) days.

(2) The employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the Borough Council. The Borough Council shall consider each case on its merits and without establishing a precedent. The Borough will not unreasonably deny an employee's request for a leave of absence.

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(3) This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Borough. Normally, it shall be granted only when the employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

(4) At the expiration of such leave, the employee shall be returned to the position from which he is on leave and will receive as of the date of his return all benefits he would have received had he not taken the leave.

(5) Seniority shall be retained and shall accumulate during all leaves.

XXXII. MEDICAL COVERAGE

The Borough will provide and pay for Blue Cross, Blue Shield, Rider J and Major Medical insurance for employees covered by this Agreement and their families, of the same type and in the same amounts as presently exists. The Borough shall have the option of securing equivalent coverage from another insurance company.

XXXIII. INSURANCE

The Borough will continue to provide existing insurance coverage to employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False

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arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

XXXIV. ACCIDENTAL DEATH POLICY

The Borough will provide at its own costs and expense and without costs to the employee, an accidental death and dismemberment insurance policy in the face amount of Five Thousand (\$5,000.00) Dollars per employee effective January 1, 1975. Said policy shall be limited to work-connected occurrences only.

XXXV. BULLETIN BOARD

(1) The Borough will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

(2) The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

(3) No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

XXXVI. CEREMONIAL ACTIVITIES

(1) In the event a police officer in another department in the State of New Jersey is killed in line of duty, the Borough will permit at least one uniformed police officer of the Borough to participate in funeral service for the said deceased officer.

(2) Subject to the availability of same, the Borough will permit a Borough police vehicle to be utilized by the members in the funeral service.

(3) Police officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

XXXVII. PERSONNEL FILES

(1) A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police.

(2) Any member of the Police Department may by appointment review his personnel file. This appointment for review must be made through the Chief of Police or his designated representative.

(3) Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file a copy shall be made available to him and he shall be given the opportunity

to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

(4) All personal history files will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed therefrom.

XXXVIII. MILITARY LEAVE

Military leave for employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

XXXIX. OFF DUTY POLICE ACTION

Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

(a) Any proper and responsible action taken by a member of the force on his time off where the circumstances necessitated prompt police action which would have been taken by an officer on active duty if present or available, shall be considered police action, and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

(b) In all such circumstances the employee shall promptly report such actions to the officer in charge at Police Headquarters at the desk.

XL. SAFETY AND HEALTH

The employer shall at all times maintain working conditions to insure maximum safety for all employees. Present equipment and working conditions are recognized by both parties as being safe and adequate.

XLI. REPLACEMENTS

No full time employee covered by this Agreement shall be replaced by any non-police, part time or other personnel.

No post presently filled by a full time employee covered by this Agreement shall be filled by any non-police, part time or other personnel.

XLII. PENSION

(1) The Borough shall 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.

(2) The Borough will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to employees pursuant to this Agreement.

(3) It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then, and in that event resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

XLIII. FURTHER NEGOTIATIONS

(1) The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such additional issues as may arise.

10
P.D.T.

(2) If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the Borough Administrator.

XLIV. GRIEVANCE PROCEDURE

(1) To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Borough and any employee or group of employees with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

(A) Step One

In the event that any employee or group of employees has a grievance then within seven (7) calendar days from the event being grieved, the grievance shall be presented in writing to the Captain in charge of the unit to which the grievant is assigned. The Captain shall render a decision within five (5) calendar days after the grievance was presented to him.

J. G.
Q. L. T.

(B) Step Two

If no satisfactory resolution of the grievance is reached at Step One, then within five (5) calendar days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within seven (7) calendar days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the Captain in charge of the Department for determination.

(C) Step Three

If the Association wishes to appeal the decision of the Chief of Police (or the Captain in charge if the Chief is absent), it shall be presented in writing to the Borough Administrator, or his delegated representative, within seven (7) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator or his authorized representative may give the Association the opportunity to be heard and will give his decision in writing within ten (10) calendar days of receipt of the written grievance.

(D) Arbitration

(1) If no satisfactory resolution of the grievance is reached at Step Three, then within

J.C.
P.M.T.

seven (7) calendar days the grievance shall be referred to the American Arbitration Association for the selection of an Arbitrator, pursuant to the rules of said Association. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(2) The arbitrator shall have no authority to add to or subtract from the Agreement.

(3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Borough Administrator on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

(4) Any employee covered by this Agreement may have the right to process his own grievance with his representative.

J.G.
Quilley

(5) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

XLV. SAVINGS CLAUSE

(1) It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

(2) If any such provisions are so invalid, the Borough and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

XLVI. TERM OF CONTRACT

This contract shall take effect upon the execution thereof and shall terminate on ~~December 31, 1977.~~

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this _____ day of _____ 1977..

WITNESS:
(As to the Borough of Rutherford)

BOROUGH OF RUTHERFORD

By: *William Berube*
Mayor, Borough of Rutherford

By: *Robert DiTommaso*
Robert DiTommaso
Administrator, Borough of Rutherford

By: *Helen Soroka*
Helen Soroka
Borough Clerk, Borough of Rutherford

LOCAL 26, PBA (Rutherford Unit)

(As to Local 26, PBA Rutherford Unit)

By: *Thomas E. Arnold*
Thomas E. Arnold

Richard D. Loccke

By: *Louis Eberspeacher*
Louis Eberspeacher

By: *Frank Henderson*
Frank Henderson

By: *Robert Prall*
Robert Prall

APPENDIX "A"

	<u>1976</u>	<u>1977</u>
<u>Patrolmen</u>		
0-1 years	\$11,015.00	\$11,760.00
1-2 years	12,315.00	13,060.00
2-3 years	13,615.00	14,360.00
3 years and over	14,915.00	15,660.00
<u>Sergeants</u>	16,183.00	16,991.00
<u>Lieutenants</u>	17,558.00	18,435.00

*J.G.
G.I.T.*

APPENDIX "B"

RUTHERFORD

NEW JERSEY POLICE DEPARTMENT

Patrolman, Job Description

Operations, Patrolman's Job Description

1. Scope and Purpose

It is the purpose of this Department Order to define the responsibilities of the Patrolman and to clarify his position within the organizational structure of the Department.

2. General Duties and Responsibilities

- A. The Patrolman is a representative of his Department and the Borough of Rutherford. As such he is governed by the highest legal and moral standards. His philosophy must be one of dedication to the public service, submerging his own personal interests for the common good.
- B. The conduct and deportment of the patrolman will be governed by the laws of the State, Borough orders, general orders, and the order of superior officers.

C. The patrolman is immediately subordinate to the Patrol Sergeant.

3. Patrol Responsibilities

A. The patrolman, during his tour of duty, shall:

1. Patrol his assigned beat for the purpose of:

- a. Prevention of crime
- b. Enforce the law
- c. Protect life and property
- d. Preserve the peace
- e. Apprehend law violators
- f. Recover stolen property
- g. Investigate suspicious persons

2. Familiarize himself with his assigned beat, by knowing the locations of:

- a. Police and fire emergency call boxes
- b. Public telephones
- c. Places frequented by suspected law violators
- d. Dangerous and unwholesome places
- e. All other hazards within his beat and advising the patrol Sergeant so that situations can be corrected.

3. At no time patrol any beat other than that assigned to him unless otherwise ordered by his Superior Officer or Acting Superior Officer.
4. Report to the Desk Officer any nuisances or other matters affecting the safety and convenience of the public and interest of the Borough, such as:
 - a. Street and sidewalk construction and defects
 - b. Faulty street lamps, traffic lights, traffic signs, street name signs, power lines, or any stray shopping carts, or any hazardous condition in which situation he shall remain at the location when necessary, until the hazard is past or he is relieved.
5. Visit all public places on his beat, especially where crowds gather, for the purpose of enforcing all laws and ordinances.
6. At the scene of a fire, shall further protect life and property by observing the following procedures
 - a. Immediately after a fire is discovered, cause the Fire Department to be notified by the most rapid communication available.

- b. Secure the safety of all persons in burning or threatened buildings.
 - c. Establish a fire zone and keep all unauthorized persons from entering same.
 - d. Cooperate fully with the commanding officer of the Fire Department at the scene, as he has jurisdiction over fires.
 - e. Assume the responsibilities for the protection of damaged premises until the control of the property has been assumed by an authorized person, or until relieved.
 - f. Assume responsibility for notifying desk officer that lodging or help is needed for displaced persons.
7. When assigned to foot patrol, the patrolman shall make hourly calls to desk officer either by walkie talkie radio or by call box.
8. When assigned to a beat car or foot patrol, unless otherwise specified, immediately after roll call proceed to his beat and promptly check radio equipment with radio dispatcher to make sure radio is working properly.

9. Perform such other duties as may be required and make all necessary reports.
10. Be always alert for motorists who need assistance and provide such aid as is practical under the circumstances.
11. Check all abandoned cars or cars parked in unusual locations for the purpose of detecting possible criminal activity.

4. Investigation Responsibilities

- A. The patrolman shall check all complaints received in the field and take whatever remedial action required.
- B. Make thorough and complete investigations of all assignments, crimes, incidents and any law violations that are brought to his attention and make all required reports.
- C. Take initial charge of scene of investigation and determine what additional police service is required to complete the investigation, then notify headquarters. At the scene of a crime the patrolman's primary purpose after determining what shall be needed is to protect the crime scene, keeping all unauthorized personnel out of same.

5.
 - A. The patrolman shall address all citizens in a firm, courteous manner calculated to develop respect and confidence in the officer and the Department.
 - B. He shall work to create genial relations with other public officials for the purpose of creating an atmosphere of mutual trust and respect.
 - C. He shall give due respect to all Superior Officers and co-workers.
 - D. The patrolman shall cultivate friendly but formal relationship with lay citizens and civic leaders in all parts of his patrol beat.
 - E. The patrolman shall tactfully refuse any gifts, favors, or monetary or other reward which may be offered him by the public for his acts or omissions, so as to avoid placing himself and the Department in a compromising position.

6. Responsibility for Knowledge Relating to His Job
 - A. The patrolman, through continuous study, shall have a thorough and complete knowledge of all sections of the State Law and Borough Ordinances, criminal and traffic.

- B. The patrolman shall be thoroughly familiar with all Statutes which govern or limit his authority and responsibilities. He is thoroughly familiar with all policies, procedures, rules and regulations set forth in Department orders and special orders of the patrol units.
- C. The patrolman shall have a general acquaintance with community leaders, other governmental agencies, and the persons in charge, transportation agencies, their locations, schedules, and related information. He shall know the authority and locations of all enforcement agencies bounding the Borough of Rutherford.

7. Coordination and Cooperation Responsibilities

- A. The patrolman shall render assistance to all other enforcement agencies when detailed to do so by the Superior officer in charge of said tour of duty.
- B. The patrolman shall assist, and work with other agencies in time of sudden emergency when such assistance is needed or he is detailed to do so by Superior in charge of tour of duty.

- C. The patrolman shall act as a liaison officer between his organization and other law enforcement agencies for the purpose of furthering the achievements of law enforcement throughout the State.

8. Economy and Equipment Responsibilities

- A. The patrolman is responsible for maintaining all equipment issued to him, in good condition and using it as effectively and economically as possible.
- B. The patrolman avoids unnecessary waste of materials.
- C. He shall constantly strive to keep his patrol vehicle in good condition. He shall take reasonable precautions to avoid accidents when driving. He shall report all vehicle defects which need correcting to his Superiors immediately upon discovery.

9. Records and Reporting Responsibilities

- A. The patrolman shall complete all reports required of him promptly and forward them to the officer in charge of the desk within a reasonable time.
- B. The patrolman shall complete all reports and make them clear and understandable.

10. Required Skills, Knowledge, and Ability

- A. Must continue to keep up with changing laws, statutes and Borough Codes and the enforcement of same.
- B. Must be in excellent health and physical condition.
- C. Integrity, character, and reputation within the community must be above reproach.
- D. Must be emotionally mature.
- E. Must possess a neat and pleasant appearance with considerable ability to deal tactfully with people from all walks of life.
- F. Must have considerable ability to express himself easily and well.
- G. Must possess a current driver's license and be a competent operator of a motor vehicle.

11. Rules and Regulations and Orders

Along with the foregoing, must abide by the rules and regulations of the Department, special orders and all other orders given by Superior Officers in the performance of his duties.

Definition:

During an assigned tour of duty, on foot, or in an automobile, patrols a designated area to provide assistance and protection for persons; to safeguard property; to assure observance of the law, and to apprehend law breakers; does related work as required.

Examples of Work:

Gives desired information to inquirers as to local geography, local occurrences, provisions of the law and other proper matters; assists and protects children in crossing streets regulates and controls pedestrian and vehicular traffic, when necessary, so as to assure safety, reasonably rapid movement of traffic, and a minimum of interferences; helps to maintain order at places where people gather in numbers; notes conditions while patrolling the designated territory, calls the attention of householders and others to matters needing their attention, checks the condition of occupied buildings, and takes steps to protect them from damage and theft; takes needed action as to suspicious persons and conditions and reports significant actions, occurrences and conditions; provides police protection when large sums of money are in transit; makes investigations of complaints involving misconduct, suspicious behavior, illegal activities,

improper conditions, and other matters within the field of police operations; notes and reports holes in the pavements, dangerous poles, imperfect street lights, and other conditions constituting dangers or hazards; gives needed first aid in case of accidents; keeps records of the time and place of varied public meetings and takes any steps necessary to assure orderly and safe conditions; when on duty at night, notes whether gates, doors, gratings, and entrances are securely fastened when they should be, and if not, investigates and notifies interested persons or police headquarters of conditions that should be corrected; checks cars in restricted areas; when necessary, apprehends, warns, or takes into custody violators of the law; gives testimony in court; prepares simple but clear reports of significant activities and conditions; when in police headquarters, receives complaints, takes proper action by notifying patrolman by radio, and helps keep needed records.

POLICE SERGEANT

Definition:

Under the supervision of a Police Lieutenant during an assigned tour of duty, has charge of the police activities intended to provide assistance and protection for persons, safeguard property, assure observance of the laws, and apprehends

law breakers; does related work as required.

Examples of Work:

Visits and inspects beats; notes and reports irregularities, fires, accidents, as to their condition and operation; receives complaints and makes needed investigations; gives needed information to citizens and others; notes conditions which are significant from a police standpoint, and takes appropriate action to assure that persons and property are safeguarded and good order is maintained; that patrolmen are doing their work properly; sees that needed police protection is provided when large sums of money are in transit; when there are fires, outbreaks, and other conditions which may result in disorder and when large numbers of people congregate for any reason; when necessary, apprehends, warns, or takes into custody violators of the law; gives testimony in court; prepares and directs the preparation of reports; keeps needed records and files.

POLICE LIEUTENANT

Definition:

A Police Lieutenant works under the direction of a Captain of the Police Department; has charge of a police platoon or performs specialized supervisory police duties; does related

work as required.

Examples of Work:

Gives suitable police assignments and instructions to sergeants and patrolmen; provides them with needed advice and assistance when difficult problems of maneuvers arise, checks their work to see that proper procedures are followed, reasonable standards of workmanship, conduct and output are maintained, and that desired police objectives are achieved; directs criminal and non-criminal investigations and sees that appropriate police action is taken; takes classified records, and files fingerprints; when on desk duty keeps a desk blotter, arrest book, and a property book; when necessary apprehends, warns, or takes into custody violators of the law; sees that needed police protection is provided when large sums of money are in transit; when there are fires, outbreaks, and other conditions which might result in disorder, and when large numbers of people congregate for any reason; makes thorough investigation, prepares suitable reports and keeps needed records and files.

APPENDIX "C"

VACATION (All numbers refer to working days)

	<u>Ptl.</u>	<u>Sgt.</u>	<u>Lt.</u>
0-1 year - one day for each month in service			
1-4 years	12	14	16
5-9 years	14	16	18
10-14 years	16	18	20
15-19 years	18	20	22
20 plus years	20	22	24

*J.A.
Q.A.T.*

APPENDIX "D"

The following shall be considered holidays under this Agreement:

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

19
G. L. T.

ADDENDUM

The following clauses represent a mutual understanding and agreement reached by and between the parties, through subsequent negotiations, and are meant to become a part of the annexed Agreement:

(A) Article XII. - Work Day, Work Week and Overtime shall be interpreted to include the following: All work performed in excess of the specified hours in any tour of duty shall be considered overtime and shall be credited on the following basis: Up to fifteen (15) minutes no credit - thenceforth, overtime will be computed to the nearest quarter hour.

(B) XXIII. Education Incentive - Increments paid under this Article shall be prorated from the date of receipt of said degree and shall be paid as part of the employee's biweekly salary.

(C) Article XXIV. Work in Higher Rank - After an employee works in a higher rank for thirty (30) days or more, he shall thereafter receive the pay of such higher rank for the remaining period of time during which he performs the work of such higher rank.

(D) Article XXV. Vacations - Paragraph (6) - This paragraph shall be changed to read, "If an official holiday occurs during an employee's authorized vacation, he will not be entitled to an additional vacation day in lieu of the holiday."

J.G.
P. Di T.

ADDENDUM (continued)

(E) Article XXX. Bereavement Leave - Paragraph (5) - said extension shall be at the discretion of the chief and at the request of the officer involved be chargeable to available sick leave.

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this 1st day of March 1977.

WITNESS:
(As to the Borough of
Rutherford)

BOROUGH OF RUTHERFORD

By: [Signature]
Mayor, Borough of Rutherford

By: [Signature]
Robert DiTomaso
Administrator, Borough of
Rutherford

By: [Signature]
Helen Soroka
Borough Clerk, Borough of
Rutherford

(As to Local 26, PBA
Rutherford Unit)

LOCAL 26, PBA (Rutherford Unit)

By: [Signature]
Thomas E. Arnold

Richard D. Loccke

By: [Signature]
Louis Eberspeacher

disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of state statute and other applicable provisions of this Agreement.

VIII. PRESERVATION OF RIGHTS

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

(a) To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;

(b) 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;

(c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.