

A G R E E M E N T

Between

BOROUGH OF ENGLEWOOD CLIFFS

and

PBA LOCAL NO. 45 (ENGLEWOOD CLIFFS UNIT)

January 1, 2014 through December 31, 2018

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ARTICLE I

PREAMBLE

THIS AGREEMENT, made this 12th day of MARCH, 2013, ~~2014~~²⁰¹⁴
between the **BOROUGH OF ENGLEWOOD CLIFFS**, a body politic and corporate located
in Bergen County, State of New Jersey (hereinafter called the "Borough"), and **NEW
JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 45
(ENGLEWOOD CLIFFS UNIT)**, hereinafter referred to as the 'PBA'.

WHEREAS, the Borough and the PBA recognize 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:

ARTICLE II
ASSOCIATION RECOGNITION

(1) The Borough recognizes PBA Local 45 (Englewood Cliffs Unit) as the exclusive representative for the purpose of collective negotiation with respect to all negotiable items of employment of all sworn Employees employed by the Police Department Borough of Englewood Cliffs, Bergen County, New Jersey, but excluding the Chief of Police and 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.

ARTICLE III
EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, the Borough hereby agrees that every Police Officer shall have the right to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted 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 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.

ARTICLE IV

DUES - CHECK-OFF

(1) Upon presentation to the Borough of a PBA dues check-off card signed by individual Employees, the Borough will deduct from such Employees' bi-weekly salaries the amount set forth on said PBA dues check-off authorization card. Thereafter, the Borough will, as soon as is practicable, forward a check in the amount of all dues withheld for this purpose to 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.

(2) The Borough shall also deduct from such Employees' bi-weekly salaries the amount set forth on said Englewood Cliffs PBA Local 45 Bargaining Unit dues check-off authorization card. The amount of all dues withheld for this purpose shall be directly deposited into an account established and maintained by the Englewood Cliffs PBA Local 45 Bargaining Unit.

(3) The PBA shall indemnify the Borough for any and all costs, claims, lawsuits, administrative actions or other matters relating to dues deduction or agency shop fees.

ARTICLE V
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 presentation 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 off with pay during working hours to investigate and seek to settle Local (Englewood Cliffs) grievances and to attend all meetings and conferences on contract negotiations with Borough officials subject to operational needs. The referenced grievances covered by this paragraph are with respect to Englewood Cliffs PBA personnel only.

(4) Not more than one (1) member of the PBA bargaining team shall be excused at any one time from duty to attend contract negotiations with the Borough of Englewood Cliffs.

ARTICLE VI

PRESERVATION OF RIGHTS

(1) The Borough of Englewood Cliffs 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 not 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.

(2) The Borough of Englewood Cliffs agrees that all benefits, terms and conditions of employment relating to the status of the Borough of Englewood Cliffs Police Officers, which benefits, terms and conditions of employment are not specifically set forth to this Memorandum of Agreement, shall be maintained at not less than the 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.

(3) 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.

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

(5) 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 Bargaining Unit Chairman and the Borough Administrator.

ARTICLE VII

SALARY

(1) The base salaries for Employees covered by this Agreement shall be as set forth in **Appendix A**.

(2) The base annual salaries on the Salary Guide (**Appendix A**) shall be deemed to be retroactive to the effective dates set forth on **Appendix A**. 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 Supervisors shall be payable to said Employees immediately on promotion to said ranks.

(4) Step movements for Employees not yet at maximum Patrolman's rate shall be automatic on the Officer's anniversary date year to year.

(5) There shall be an eight percent (8%) spread between the ranks.

ARTICLE VIII

WORK SCHEDULE, TOUR ASSIGNMENTS, AND OVERTIME

- (1) The current work schedule for all positions covered by this Agreement shall be maintained.
- (2) Employees shall receive a thirty (30) minute paid meal period during the regular work day and additional paid rest periods as scheduled by the desk will be prorated if the Employee's shift is extended beyond the regular work day.
- (3) The Employer agrees that every effort will be made to post the tour assignments not less than thirty (30) calendar days prior to start of the following calendar year. In the event the tour assignments cannot be posted in the specified time, the current tour assignments shall continue into the next calendar year. The tour assignments will remain in effect until a time designated by the Chief of Police, where not less than thirty (30) calendar days notice of any changes or reassignments shall be given to the Employee prior to the implementation of the new tour assignments.
- (4) Overtime is defined as work in excess of the normal work day or work on the 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 per current practice.
- (5) Overtime shall be paid either as paid overtime compensation (time and one-half (1½)) or compensatory time at the one and one-half (1½) rate (one and one-half (1½)) hours for each hour worked. All work performed in excess of the specified hours in

any tour of duty shall be considered overtime and shall be computed to the nearest quarter hour.

(6) The Employees shall have the discretion as to whether overtime shall be paid in cash or compensatory time.

(7) Beginning January 1, 2014, members will no longer be allowed to accumulate overtime from year to year. Officers will have the option to utilize any accumulated time throughout the year as compensatory time, or receive overtime payment in cash. Any accumulated overtime or compensatory time currently banked by members will remain banked and can be used or paid out as cash at the discretion of the member.

ARTICLE IX

ADMINISTRATIVE SHIFT CHANGES, EXCHANGE OF SHIFTS/DAYS/HOURS

ADMINISTRATIVE SHIFT CHANGES

(1) The Employer agrees that it will not indiscriminately adjust shifts for the purpose to avoid overtime payment to Employees covered by this Agreement. Administrative shift changes may be requested to fill short shifts for Employees attending schools or training. The tour commander will be informed of any request for an administrative shift change that affects his squad. Due regard will be afforded to all Officers of the affected squad.

(2) A mutual agreement shall be made between the Employer and Employee for the shift change. The shift change will be on a voluntary basis and no Employee will be ordered to change from their regularly scheduled shift. If the administrative shift change would create a minimum manpower shift on the squad the Employee was changed from, appropriate notification (twenty-four (24) hours) will be made to the affected squad to afford the Officers the opportunity to use acquired leave time. If an Officer elects to use acquired leave time and the pending shift change would create overtime, the administrative shift change will not be made. In the event appropriate notification is not made, no Employee will be denied the use of acquired leave time as a result of the administrative shift change.

(3) This agreement in no way impedes the powers of the Chief of Police to exercise his authority to adjust an Employees shift to meet specific needs of the Department, the utilization of an Officer with a specialized skill, during a time of disaster

or emergent circumstances.

EXCHANGE OF SHIFTS/DAYS/HOURS

Nothing in the Agreement shall be construed to prevent the exchange of shifts by mutual agreement between individual Employees. Requests will be made to the Chief of Police. In the absence of the Chief, his Executive Officer or the Tour Commander will have the authority to grant the exchange. All requests will be considered and none shall be unreasonably denied.

ARTICLE X
COURT TIME & COURT "ON CALL" 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, 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.

(3) All such required court time shall be considered as overtime and shall be compensated at time and one-half (1½).

(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 Englewood Cliffs and the pertinent Court or Administrative Body.

(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 Englewood Cliffs, provided however, that the Employee's entitlement to overtime under this Article shall not be less than two (2)

hours overtime pay.

(6) The Borough shall provide cars for Court appearances as set forth in Paragraph (1) of this Article. If the vehicle is not available, then said Employee shall be compensated at the current annual mileage rate set each year by the Internal Revenue Service for Court travel.

(7) When an Employee covered by this Agreement is scheduled to appear in any Court when off duty and said Court appearance is cancelled with less than twelve (12) hours notice of the scheduled Court appearance, then said Employee shall be paid two (2) hours overtime compensation unless the entire Court is closed due to emergent circumstances.

COURT "ON CALL" TIME

Employees not working during the hours specified in a subpoena for any Court, Administrative proceedings, including depositions or Grand Jury proceedings and placed "On Call", are entitled to two (2) hours overtime compensation. When at least forty-eight (48) hours prior notice are given to the Employee of any date changes, cancellations, or requirements to appear, then no overtime will be paid. Officers are not required to appear at Police Headquarters or call into Police Headquarters while "On Call". Officers are not required to appear in Court or call the Court while "On Call" unless otherwise instructed by the Court or Police supervisor.

ARTICLE XI

RECALL

Any Employee who is called back to work and appears after having completed his regularly scheduled shift shall be compensated at time and one-half (1½) the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.

ARTICLE XII

WORK IN HIGHER RANK

(1) When an Employee works in a higher rank than said Employee holds, he/she shall receive the pay of that higher rank in which he is working and the Borough shall not defeat the intent of his 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.

ARTICLE XIII

PRIORITY FOR OVERTIME

PATROL DIVISION OVERTIME

The following is the procedure that is to be adhered to when it becomes necessary to replace a member of the Patrol Division because of a manpower shortage caused by illness, vacation, emergency personal day, *etc.*.

(1) At no time will any Employee work more than twelve (12) consecutive hours unless approved or instructed otherwise by the Chief of Police or his designee.

(2) At no time will an Employee be considered to work an overtime shift, if that Employee has worked, or is scheduled to work, an extra detail (ex: traffic, *etc.*) either, immediately before or immediately after the shift that is to be covered. (Exception: Employee last midnight shift).

REPLACEMENT OF TOUR COMMANDERS

(a) Tour commanders will be replaced by a Supervisor (Lieutenant, Sergeant) starting in the off column and is to be governed by the least amount of total overtime hours then seniority.

Weekends the list shall be extended to include personnel not assigned to the Patrol Divisions rotational schedule.

(b) In the event that an off duty Supervisor is not available the Tour Commander currently on duty and the Tour Commander of the following tour will split the shift equally four (4) hours.

* Personnel not assigned to the Patrol Divisions rotational schedule can be considered for this option.

(c) If a tour is only manned by Patrol Officers, due to illness, vacation, emergency personal day, etc. and it becomes necessary to replace someone on that tour, for any reason, all attempts should be made to replace this shortage with a Supervisor as governed by sections a and b.

* All efforts are to be made to have a Supervisor in charge of the tour between the hours of 0700 hrs and 2300 hrs.

REPLACEMENT OF PATROL PERSONNEL

(1) Patrol Officers will be replaced by a Sergeant or Patrol Officer starting in the off column and is to be governed by the least amount of total overtime hours then seniority.

(2) In the event that no off duty Officers are available the preceding and the following Patrol personnel will split the shift equally four (4) hours as per the least amount of total overtime hours then seniority.

Patrol Division shift shortages on day tour, 0700 hrs - 1500 hrs, Monday - Friday

A member of the Administrative Staff may be utilized to supplement the Patrol Division to reduce the need to call in additional personnel. Personnel will be replaced with an Officer of the Administrative Staff, providing the schedule is clearly and properly marked to indicate the availability of the Officers.

* The d\Desk Officer initialing the overtime slip will log the overtime hours on the respective Officer's sheet in the overtime logbook. The overtime log will consist of adding four (4) and eight (8) hour blocks of patrol shift overtime only. Overtime hours accumulated

for Court, schools, training, reports, arrests, *etc.* are not to be added to the overtime logbook.

ARTICLE XIV

LONGEVITY

(A) Each Employee covered by this Agreement shall be entitled to a longevity benefit as provided below:

<u>Years of Service</u>	<u>Percentage of Base Annual Salary</u>
(a) Four (4) Years of Service	Two (2%) Percent
(b) Eight (8) Years of Service	Four (4%) Percent
(c) Twelve (12) Years of Service	Six (6%) Percent
(d) Sixteen (16) Years of Service	Eight (8%) Percent
(e) Twenty (20) Years of Service	Ten (10%) Percent
(f) Twenty-Four (24) Years of Service	Twelve (12%) Percent
(g) Twenty-Eight (28) Years of Service	Fourteen (14%) Percent
(h) Thirty-Two (32) Years of Service	Sixteen (16%) Percent
(i) Thirty-Six (36) Years of Service	Eighteen (18%) Percent

(B) Employees hired after January 1, 2012 shall be provided with the following longevity benefit:

<u>Years of Service</u>	<u>Percentage of Base Annual Salary</u>
(a) Five (5) to Ten (10) Years of Service	Two (2%) Percent
(b) Eleven (11) to Fifteen (15) Years of Service	Four (4%) Percent
(c) Sixteen (16) to Twenty (20) Years of Service	Six (6%) Percent
(d) Twenty-One (21) to Twenty-Five Years of Service and Thereafter	Eight (8%) Percent

(C) All longevity benefits shall be paid on a bi-weekly basis to Employees entitled to same and shall be used for all calculations.

ARTICLE XV

UNIFORMS

(1) Each new Employee shall receive from the Borough, free of charge, in lieu of a clothing allowance, the following:

(a) Items to be issued to the Employee prior to attending the Police Academy;

(1) duty holster, (1) magazine pouch, (1) breast badge, (1) hat badge, (1) name plate, (1) ASP baton & holder, (1) pepper spray & holder, (1) Stinger flashlight & holder, (1) Leatherman tool, (1) radio carrier.

(b) Items to be issued to the Employee prior to graduating the Police Academy;

One (1) Class A Dress Uniform consisting of; (1) blouse, (1) L/S shirt, (1) tie & clasp, (1) Set E.C.P. collar insignias, (1) pair of pants, (1) gun belt w/buckle, (1) holster, (1) magazine pouch, (1) handcuff case and (1) Sam Browne belt.

(c) Items to be issued to the Employee upon successful completion of the Police Academy; One (1) Class B Uniform consisting of; (1) pair of BDU pants, (1) L/S shirt and (1) S/S shirt. One (1) Class C Uniform consisting of; (1) pair of khaki BDU pants, (1) L/S shirt and (1) S/S shirt.

Thereafter, the Borough will pay each Employee an annual clothing allowance. The amount of the annual clothing allowance shall be One Thousand Dollars (\$1000.00).

(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) Uniform Transition

Uniform Transition shall be controlled by the Order of the Chief of Police dated September 30, 2009, **Appendix F** annexed.

(7) Over The Ankle Protective Foot Wear (As Approved)

All Officers working Patrol may wear over the ankle protective foot wear on all tours.

ARTICLE XVI

EDUCATIONAL INCENTIVE

(A) All college credits, as set forth in Borough Ordinance, shall be included in the bi-weekly salaries as base salary, but shall not be included in regard to longevity payments. The compensation shall be Twenty Five Dollars (\$25.00) per credit. Remuneration shall begin in regard to college credits on the first regular pay day in April for courses completed as of December 31st of the prior year, provided the Employee has completed his or her one year probation period prior to the first regular pay period in April of the applicable year. Payment shall be made upon submission of a voucher which shall be approved by the Chief of Police, or his designee. The payment shall be based upon twenty-six (26) equal payments.

(B) Employees hired after January 1, 2012, shall receive an educational incentive of Ten Dollars (\$10.00) per credit for each course approved by the Chief of Police in accordance with Borough Ordinance.

ARTICLE XVII

VACATIONS

- (1) The vacation entitlement shall be guided by **Appendix B** annexed hereto.
- (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.
- (3) If an Employee is on vacation and becomes sufficiently ill, he may have such period of illness charged against sick leave at his option provide that a doctor's note is supplied.
- (4) No Employee who is on vacation shall be recalled except in a case of an emergent situation of the Department declared by the Chief of Police to meet a clear and present danger confronting the Borough.
- (5) Vacations may be taken in four (4) hour segments. There shall be no limitations or restrictions on vacation fragmentation.
- (6) Vacations shall be selected on a rotating seniority basis. Employees will be entitled to submit for vacation time up to the maximum number of days they are entitled to in a calendar year, then the next Employee shall make their selection, and so on, until the seniority list is exhausted. After all Employees have submitted a request for their calendar year allotment, Employees may submit a request for any additional vacation days they may have acquired.
- (7) Telephonic requests for the use of acquired leave time may be approved at

anytime by the on duty tour commander.

(8) Employees submitting to use less than two (2) acquired leave days in any one week period will have their request subject to withdrawal by the Employer in the event another Employee assigned to the same squad, regardless of seniority, submits a request to take the entire week off. The determination will be at the discretion of the Chief of Police or his designee and will be determined on a case by case basis.

(9) The Employer shall respond promptly to requests for vacation use.

(10) Approved vacation requests shall not be rescinded except in emergent circumstances and with due consideration as to the impact of change on the Employee.

ARTICLE XVIII

HOLIDAYS

- (1) There shall be thirteen (13) paid holidays per year.
- (2) The holidays noted herein shall be as set forth in **Appendix C**. 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.
- (3) The holiday benefit set forth in Paragraph (1) of this Article shall be paid along with regular payroll and utilized for all computation purposes.

ARTICLE XIX

SICK LEAVE

- (1) Sick leave entitlement shall be consistent with **Appendix D** annexed hereto.
- (2) For the first two years of any such employment by the Borough one (1) working day of sick leave for every month of employment over six months to a maximum of ten (10) working day's sick leave in any given year.
- (3) After two (2) years of employment fifteen (15) working days of sick leave in any calendar year.
- (4) After five (5) years of employment thirty (30) working days of sick leave in any calendar year.
- (5) After five (5) years of employment any illness which is continuous and which disables the Employee continuously during a period up to a maximum of one hundred eighty (180) working days in any calendar year.
- (6) The period of sick leave above indicated shall not be accumulative from year to year and any right to sick leave to any given employee shall terminate on December 31 of each calendar year for that year.
 - (a) The period of sick leave above indicated shall be accumulative from year to year for the purpose of compensation only and not for the purpose of sick leave. The right to sick leave terminating on December 31 of each calendar year for that calendar year. Upon retirement any Employee having accumulated sick leave aforesaid, shall be entitled to compensation therefor at the rate of one-half ($\frac{1}{2}$) of his then pay for the year during

which sick leave was unused for a maximum of one hundred fifty (150) days accumulated sick leave. Any Employee retiring after at least twenty (20) years service within the Borough shall be entitled to compensation therefor at the full rate of his then pay for the year during which the sick leave was unused for a maximum of one hundred fifty (150) days accumulated sick leave.

(7) When an Employee is entitled to sick leave, said Employee shall be paid his full salary less any sums which the said Employee is entitled to receive under the Workman's Compensation Laws of this State.

- (8)
- a. If an Employee, for health reasons, is out for three (3) or more working days upon said Employee's return the Employer may request a doctor's note concerning the reason for the absence. If there is a charge related to obtaining a doctor's note then the Borough shall pay said charge.
 - b. If an Employee continues under active medical care or hospitalization, reasonable information shall be provided to the Employer with regard to said treatment.
 - c. Any illness or injury will be, where applicable, subject to compliance under the New Jersey State Worker's Compensation statute, rules and regulations.
 - d. In the event that the Employer wishes to send the injured or ill Employee to a Borough designated physician then the Employee shall comply and the Borough will pay the cost of same.
 - e. If for any other reason a doctor's note is required by the Borough, the Employer shall pay for the cost of said doctor's note.

(9) Any Employee falsifying a doctor's certificate or obtaining a doctor's certificate for fraudulent purposes or with the intent of obtaining additional vacation time under the guise of sick leave shall be subject to dismissal after a public hearing.

(10) No Employee shall be paid for any period of time when said Employee has not actually worked unless the period of time in question is either vacation time or covered by sick leave as the same is established and limited by this agreement.

ARTICLE XX

WORK INCURRED INJURY

(1) Where an Employee covered under this Agreement suffers a work connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work. 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 Employer.

(2) The Employee shall be required to present evidence, by a certificate from a responsible physician, that he is unable to work.

(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 Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability to the satisfaction of the Employer.

(4) For the purpose of this Article, injury or illness incurred while the Employee is acting in any Employer-authorized activity shall be considered in the line of duty.

(5) Any loss of work for any work incurred injury shall not be charged against the Employee's sick leave benefits.

(6) Any 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 by the parties.

ARTICLE XXI

PERSONAL LEAVE - EMERGENCY LEAVE

(1) Each Employee shall have four (4) personal leave days per year. One (1) personal day may be utilized as an emergency leave day per year. For the purpose of this clause, an Employee shall not be required to advise his Supervisor of the reasons for the personal leave day.

(2) Employees must give the Chief of Police or the Officer in Charge notice of their intention to take a personal day and must receive approval from the Chief or the Officer in Charge to insure that the Borough has adequate personnel on hand to perform all necessary functions.

(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) Unused personal leave not utilized by the end of the first quarter of the subsequent year may be assigned by the Police Chief in its discretion.

ARTICLE XXII

BEREAVEMENT LEAVE

(1) In the event of the death of an Employee's spouse, child, parent, brother or sister, the Employee will be allowed "Bereavement Leave" up to five (5) paid days per occasion.

(2) Employees shall further be entitled to days off with pay from the date of death to the day of burial for the Employee's grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

(3) In the event of the death of a Employee's aunt, uncle, niece or nephew, the Employee will be allowed one (1) paid day of "Bereavement Leave" per occasion to attend the funeral.

(4) Employees will be allowed to take additional bereavement leave in addition to any allowed "Bereavement Leave" at the discretion of the Department.

(5) If "Bereavement Leave" is taken during an Employee's scheduled vacation day(s), the vacation will cease and the "bereavement" shall begin; the remaining unused vacation day(s) shall be given back to the Employee, to be later used at their discretion.

(6) In the case of unusual circumstances not specifically covered in this Article, "Bereavement Leave" may be granted or extended at the discretion of the Chief of Police or his designee.

(7) In all instances the Employee shall make written application to the Chief of Police, or his designee, stating specifically the relationship between themselves and the

deceased.

ARTICLE XXIII

INSURANCE

(A) The Borough will continue to provide existing insurance coverage to Employees pursuant to **Appendix E** annexed.

(B) The Borough shall continue to provide Police Officers with protection against civil suits arising out of the performance of their duties including, but not limited to, false arrest, malicious prosecution, liable, slander, defamation of character, violation of the right of privacy, invasion of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

ARTICLE XXIV
LIFE INSURANCE

(1) The Employer will continue to maintain at the Employer's expense, a convertible life insurance policy in the sum of Fifty Thousand Dollars (\$50,000.00), payable to a beneficiary or beneficiaries designated by the Employee.

(2) An additional Fifty Thousand Dollars (\$50,000.00), accidental death and dismemberment coverage for incidents occurring while on or off duty, payable to a beneficiary or beneficiaries designated by the Employee.

(3) The Spouse or domestic partner of the Employee will be covered in the sum of Five Thousand Dollars (\$5,000.00). It is understood that this is an Employee option to elect said insurance.

(4) Dependent children of the Employee will be covered in the sum of One Hundred Dollars (\$100.00) for ages fourteen (14) days but less than six (6) months, Five Hundred Dollars (\$500.00) for ages six (6) months but less than nineteen (19) years.

DEATH BENEFITS

The estate of any deceased Employee shall receive benefits as follows:

- (1) All salary earned but unpaid at the time of death.
- (2) All unused earned and accumulated vacation pay.
- (3) All unused earned and accumulated compensation pay.
- (4) All unused earned and accumulated sick leave pay to a maximum of one hundred fifty (150) days.
- (5) All unused earned personal leave and holiday pay.

ARTICLE XXV

MEDICAL, PRESCRIPTION, DENTAL AND OPTICAL BENEFITS

MEDICAL INSURANCE

(1) The current level of coverage for medical and hospitalization currently provided through the NJ State Health Benefit Plan, including the current amount for co-pays and deductibles shall continue in full force and effect.

(2) For Employees who retire after Twenty-Five (25) years of creditable service in the State of New Jersey Police and Fire Retirement System (P.F.R.S.), the Employer will provide full (100%) medical insurance, including family coverage. This coverage shall continue for the spouse upon the death of the retired Employee. Insurance coverage for fully retired (twenty-five (25) years of service) Employees, as authorized herein, is secondary to any coverage or benefits available or which may become available from Medicare or any other sources of insurance, governmental or otherwise. Additionally, such coverage as may be provided by the Borough, will be discontinued for any period when insurance coverage is obtained as a result of other employment, but will be reinstated upon the termination of such employment.

(3) If, as a direct casual result of injuries suffered in the line of duty, any Employee of the Department is permanently disabled and is awarded early disability retirement, the Employer shall maintain and continue all medical, life and hospitalization insurance for such Employee and his spouse, until the death of such spouse or remarriage of his/her spouse; provided, however, that in the event of early disability retirement, such

coverage would be discontinued if the following exists:

- (a) such disabled member procures full time employment having similar medical coverage and the waiting or qualifying period of such new coverage has expired; or
- (b) such disabled member shall participate in any business venture wherein his earnings equal the amount of salary and wages he received in the last calendar year with the Borough.
- (c) Any dependents of said disabled member, under the age of twenty-six (26), shall be covered under the Borough's medical, life and hospitalization insurance plans at the expense of the Borough.

(4) Employees will receive one (1) annual physical examination at the cost of the Employer.

(5) The current level of medical and related insurance coverages shall continue in force and shall be paid for by the Borough for the surviving spouse and children of an Employee of the Englewood Cliffs Police Department who dies while either on or off duty. Children shall be eligible until they attain their twenty-sixth (26th) birthday. The widow(er) shall be eligible for life unless said spouse remarries.

(6) The Employer reserves the right to change insurance carriers so long as equivalent coverage is maintained and provided. In the event that the Employer decides to change insurance carriers then the Employer shall provide the PBA with at least a sixty

(60) calendar day notice of such change and shall, at the time of notice, supply such information as may be necessary for the PBA to evaluate the proposed change. A copy of the proposed policy, or policies, should be provided at the time of notice.

* Unmarried children are eligible for coverage until the end of the year in which they turn twenty-six (26).

DEPENDENT CHILDREN WITH DISABILITIES

If a covered child is not capable of self-support when he or she reaches age twenty-six (26) due to mental illness or incapacity, or a physical disability, the child may be eligible for a continuance of coverage. Coverage for children with disabilities may continue only while:

- (a) the child continues to be disabled, AND
- (b) the child is unmarried or does not enter into a civil union or domestic partnership, AND
- (c) the child remains substantially dependent on you for support and maintenance.

CONTINUED COVERAGE FOR OVER AGE CHILDREN

Certain dependent children may be eligible for continued coverage under the provisions of Chapter 375, P.L. 2005.

This includes a child by blood or law who:

- (a) is under the age of thirty-one (31);
- (b) is unmarried or not a partner in a civil union or domestic

- partnership;
- (c) has no dependent(s) of his or her own;
 - (d) is a resident of New Jersey or is a student at an accredited public or private institution of higher education, with at least fifteen (15) credit hours; and
 - (e) is not provided coverage as a subscriber, insured, enrollee, or covered person under a group or individual health benefits plan, group health plan, church plan, or health benefits plan, or entitled to benefits under Medicare.

PRESCRIPTION PLAN

The current level of coverage under the State of New Jersey Prescription Drug Plan, including the current amount for deductibles shall continue in full force and effect.

DENTAL COVERAGE

The dental insurance coverage currently provided by the Borough of Englewood Cliffs and administered by Delta Dental shall continue in full force and effect. The Employer shall have the right to change carriers so long as coverage equivalent or better results.

OPTICAL BENEFITS

The Employee will receive one (1) annual eye exam at the cost of the Employer. Eyeglasses damaged during the course of work will be replaced by the Employer at a cost not to exceed Two Hundred Fifty Dollars (\$250.00).

ARTICLE XXVI

TERMINAL LEAVE

(1) All Employees who qualify for retirement consistent with the New Jersey Police and Firemen's Retirement System shall be entitled to the Terminal Leave benefit.

(2) The Terminal Leave benefit shall be defined as follows:

- (a) Two (2) Months Terminal Leave for twenty (20) years of service.
- (b) Three (3) Months Terminal Leave for twenty-five (25) years of service.
- (c) Four (4) Months Terminal Leave for thirty (30) years of service.
- (d) Five (5) Months Terminal Leave for thirty-five (35) years of service.
- (e) Six (6) Months Terminal Leave for forty (40) years of service.

ARTICLE XXVII

MILITARY LEAVE

(1) Periods of military leave shall be permitted in accordance with established Federal and State Laws.

(2) Any Employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in training shall be granted a paid military leave of absence for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation. The Employee may be required to provide sufficient proof as to Military Leave.

(3) When an Employee has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence for the duration of such active military service. Each Employee must be reinstated without loss of privileges or seniority.

(4) During the period of active military duty, the Employee shall be paid the difference between military salary and the Employee's regular salary for a period up to one (1) year or end of duty. For the first ninety (90) days there shall be no deduction between the military salary and the Employee's regular salary. The right to opt out of the ninety (90) day offset shall remain with the Governing Body. In addition, at no time shall there be any reduction for combat pay. Employees on active service shall continue to receive paid health insurance for up to one (1) year plus an additional thirty (30) days. After this period

has expired, Employees may continue coverage for themselves and their dependents under the Employer's group plan through the COBRA provision. Members of the State administered retirement system (State of New Jersey Police and Fire Retirement System) will continue accruing service and salary credit in the system during the one year period.

ARTICLE XXVIII

MEAL AND TRAVEL ALLOWANCE

MEAL ALLOWANCE

Employees attending classes at the Police Academy, Training Schools, Federal, County and State seminars shall receive a meal allowance of Eight Dollars (\$8.00) daily for lunch and Twenty Dollars (\$20.00) daily for dinner. In the event any meals are provided at no cost to the Employee, they will be deducted from the daily allowance.

TRAVEL ALLOWANCE

Reimbursement will be made at the current Internal Revenue Service (IRS) rate per mile for use of the Employee's personal vehicle to and from school when attending classes at the Police Academy, Training Schools, Federal, County and State seminars.

ARTICLE XXIX

EXTRA DUTY

Employees hired to work extra duty assignments are employed through the Borough. The Employee shall have an on duty status and will be covered by all insurance and benefits provided by the Employer consistent with New Jersey law.

ARTICLE XXX

BULLETIN BOARD

(1) The Borough will supply one (1) 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. The posting of profane or offensive materials will be removed by the PBA.

(4) The PBA shall be permitted to install a locked bulletin board.

ARTICLE XXXI

CEREMONIAL ACTIVITIES

(1) In the event of a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Borough may permit uniformed Police Officers of the Borough to participate in funeral services for the said deceased Officer. Off duty Police Officers are permitted to go in uniform.

(2) Subject to the availability of same, the Borough may 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.

ARTICLE XXXII

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 circumstances the Employee shall as soon as possible report such actions to the Officer in Charge at Police Headquarters at the desk which shall be supplemented with a written report as soon as possible.

ARTICLE XXXIII

REPLACEMENTS

(1) No full time Employee covered by this Agreement shall be replaced by any non-Police, part-time or other personnel.

(2) 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.

ARTICLE XXXIV

SAFETY AND HEALTH

The Employer shall endeavor at all times to 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.

ARTICLE XXXV

GRIEVANCE PROCEDURE

(1) The following steps are hereby established as the Grievance Procedure to be followed by all Employees of the Borough covered by this Agreement to provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement. The term "Grievance" means any complaint, difference or dispute between the Borough and any Employee(s) with respect to the interpretation, application, or violation of any provisions of this Agreement or of policies, agreements, and administrative decisions affecting them. Minor disciplinary matters (less than six (6) days of fine or suspension or equivalent thereof) shall be included in this Grievance Procedure.

The procedure for settlement of grievances shall be as follows:

(a) **STEP ONE**

In the event that any Employee, group of Employees or the PBA covered by this Agreement has a grievance, within thirty (30) calendar days after either the occurrence of the event, or acts which gave rise to a grievance, or the date on which the Employee knew such event or acts, his grievance shall be presented in writing to the Chief of Police. The Chief shall communicate his decision, in writing within ten (10) working days. In the event the Grievant does not receive satisfactory relief within said period of time, the Grievant shall have the right to proceed to the next step of the Grievance Procedure.

(b) STEP TWO

Within ten (10) working days after an unsatisfactory decision or result under **STEP ONE**, or a failure to respond within the time limit provided, the Grievant may appeal such decision to the Police Committee of the Governing Body. Such appeal shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto and the action requested to be taken by the Police Committee of the Governing Body. Thereafter, the Police Committee of the Governing Body shall communicate their decision in writing, to the said Committee and the Employee within fifteen (15) working days.

(1) With respect to any grievance arising from loss of actual cash time by an Employee(s), the grievance shall be determined by the Mayor and Council prior to the deduction of any such payment from the Employee(s).

(c) STEP THREE

In the event that the Grievant(s) is dissatisfied with **STEP TWO** result; or in the event that there is no answer in the time period allowed, Grievant(s) may appeal to the Mayor as a **STEP THREE** Grievance within ten (10) working days. The Mayor shall have ten (10) working days to respond in writing.

(d) STEP FOUR - ARBITRATION

If no satisfactory resolution of the grievance is reached at **STEP THREE**, then within thirty (30) calendar days, the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of said Commission. 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.

The Arbitrator shall have no authority to add to, or subtract from, the Agreement.

It is agreed between the parties that no arbitration hearing shall be held until after the expiration of the last thirty (30) days after the decision rendered by the Mayor and Council 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.

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

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 did not proceed 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.

ARTICLE XXXVI

PBA UNION BUSINESS

The Employer agrees to grant the necessary time off without loss of pay to duly authorized representatives of P.B.A. Local 45 as outlined in the Convention Leave Act, N.J.S.11A:6-10 and C.40A: 14-177, to attend any State or National Convention of the State of New Jersey or National Convention of the New Jersey State Policemen's Benevolent Association with seven (7) working days' notice to the Employer of the intention of the individual(s) to attend said convention. Further, the Borough agrees to grant the necessary time off without loss of pay to any P.B.A. representative duly designated as the State Delegate to attend monthly P.B.A. meetings.

ARTICLE XXXVII

VOTING

Any Employee who desires to vote in a general or primary election, special election or local/municipal election in the community where they reside, and who is required to work on the day of such election and whose hours of work are such that it will be difficult or impossible for them to vote shall be granted one (1) hour of excused time to vote. This time shall not count against the Employee's thirty (30) minute meal break. However, any Employee who has four (4) or more consecutive hours off before or after his working hours during which polls are open will be considered to have sufficient time to vote outside of his or her working hours and will not, therefore, be granted excused time.

ARTICLE XXXVIII

EMERGENCY MEDICAL CARE COVERAGE

Employees rendering Emergency Medical Care shall be fully indemnified by the Borough for any and all claims, lawsuits or other matters relating to Emergency Medical Care.

ARTICLE XXXIX

DEPARTMENTAL INVESTIGATIONS

DEPARTMENTAL INVESTIGATIONS

(1) Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the Police power in the municipality.

(2) The security of the community depends to a great extent on the manner in which Police Officers perform their duties, and their employment is thus in the nature of a public trust.

(3) The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

(4) Out of these contacts may come questions concerning the actions of the members of the force.

(5) These questions may require investigation by Supervisory Officers designated by the Chief of Police and the Governing Body.

(6) In an effort to insure that these investigations are conducted in a manner, which is conducive to good order and discipline, the Employer agrees to adhere to the Attorney General's Guideline in regards to Internal Affairs Policies and Procedures, as adopted by the Borough, when conducting Departmental Investigations.

ARTICLE XL

NO WAIVER

(1) The failure to enforce any provision in this Agreement shall not be deemed a waiver thereof.

(2) This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the parties are entitled by law.

ARTICLE XLI

PENSION

(1) The Borough shall provide pension and retirement benefits to Employees pursuant to provisions of the statutes and laws of the State of New Jersey. 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.

(2) 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 such dispute shall be made by the appropriate Fund and the parties to this Agreement agree to be bound thereby.

ARTICLE XLII

WEAPONS

The Employer shall be responsible for providing each Officer with one (1) service weapon. This item shall be replaced by the Employer if damaged during the course of work.

Retired Officers, if they have met the statutory requirements so provided, may, at no cost to the retiree, be qualified by the Employer or the Employer's Designee.

ARTICLE XLIII
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.

ARTICLE XLIV

SENIORITY

Traditional principles of seniority shall apply to Employees covered by this Agreement. Such principles shall apply to layoff and recall, transfer and any other similar acts. Seniority and qualifications must be factored into promotional decisions in accordance with existing statutes and other precedent. For employment actions solely involving Superior Officers, time in rank will supersede departmental seniority. An Employee's length of service shall not be reduced by time lost due to an absence from his employment for illness or injury certified by a physician or any period of military service. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

ARTICLE XLV
SAVINGS CLAUSE

(1) It is understood and agreed that if any portion of this Agreement or the application of this Agreement as 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 change made necessary by applicable law.

ARTICLE XLVI

EXTENSION OF CONTRACT PROTECTION

(1) In the event that the Borough and the bargaining agent for the PBA have not, by December 31, 2018, agreed upon the terms and conditions of employment of the PBA for the contract period commencing January 1, 2019, then the terms and conditions of this contract of employment shall remain in full force and effect, without prejudice to either party, until the negotiation, consummation and execution of said later contract.

(2) Nothing contained herein shall be deemed to supersede the provision of any law of the State of New Jersey, which may be applicable in appropriate cases. Therefore, the pay provisions of this Agreement shall become effective upon an adoption of an appropriate salary ordinance by the Borough of Englewood Cliffs.

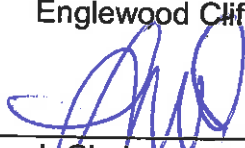
ARTICLE XLVII

TERM OF CONTRACT

This contract shall take effect upon the execution thereof and shall have a termination date of December 31, 2018. If a successor Agreement is not executed by December 31, 2018, then this Agreement shall continue in full force and effect until a successor Agreement is signed.

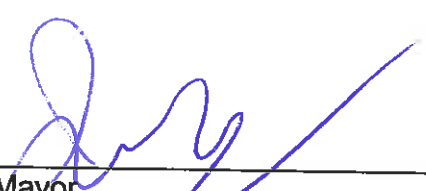
IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this 12th day of MARCH, 2013.2014

ATTEST:
(As to the Borough of Englewood Cliffs)

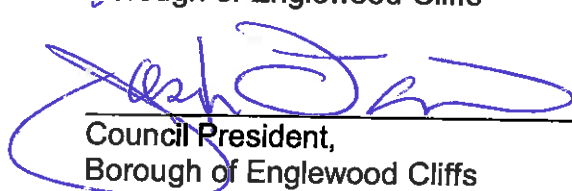


Borough Clerk,
Borough of Englewood Cliffs

BOROUGH OF ENGLEWOOD CLIFFS



Mayor,
Borough of Englewood Cliffs



Council President,
Borough of Englewood Cliffs

(As to PBA Local 45, Englewood Cliffs Unit)



JAMES TRACY, CHAIR.

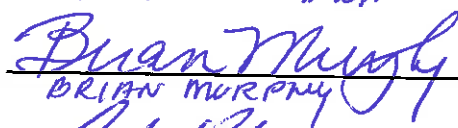
PBA LOCAL 45 ENGLEWOOD CLIFFS



RONALD F WALDT - CO CHAIR



William Hentelman



BRIAN MURPHY



Steven Kochig

APPENDIX A

ANNUAL BASE SALARIES

STEP	Effective 1/1/2014	Effective 1/1/2015	Effective 1/1/2016	Effective 1/1/2017	Effective 1/1/2018
Patrol Officer 1	\$35,874	\$35,874	\$35,874	\$35,874	\$35,874
Patrol Officer 2	\$46,160	\$47,083	\$48,025	\$48,985	\$49,965
Patrol Officer 3	\$54,135	\$55,218	\$56,323	\$57,449	\$58,598
Patrol Officer 4	\$65,588	\$66,900	\$68,238	\$69,603	\$70,995
Patrol Officer 5	\$77,041	\$78,581	\$80,153	\$81,756	\$83,391
Patrol Officer 6	\$88,493	\$90,263	\$92,068	\$93,910	\$95,788
Patrol Officer 7	\$99,945	\$101,944	\$103,982	\$106,062	\$108,183
Patrol Officer 8	\$116,099	\$118,421	\$120,790	\$123,206	\$125,670
Patrol Officer 9	\$124,280	\$126,765	\$129,301	\$131,887	\$134,525
Sergeant	\$134,224	\$136,908	\$139,646	\$142,439	\$145,288
Lieutenant	\$144,960	\$147,860	\$150,817	\$153,833	\$156,910
Captain	\$156,557	\$159,688	\$162,882	\$166,139	\$169,462
Deputy Chief	\$169,082	\$172,464	\$175,913	\$179,431	\$183,020

APPENDIX B

VACATIONS
BOROUGH OF ENGLEWOOD CLIFFS

BERGEN COUNTY, NEW JERSEY

ORDINANCE NO. 7616

AN ORDINANCE AMENDING ORDINANCE NO. 7609 OF OF THE BOROUGH OF ENGLEWOOD CLIFFS ENTITLED AN ORDINANCE AMENDING AN ORDINANCE TO AMEND AN ORDINANCE TO AMEND "AN ORDINANCE OF THE BOROUGH OF ENGLEWOOD CLIFFS, BERGEN COUNTY, NEW JERSEY, TO ESTABLISH, REGULATE AND CONTROL A DAY AND NIGHT POLICE FORCE IN THE BOROUGH OF ENGLEWOOD CLIFFS AND TO REGULATE AND DEFINE THE MANNER OF APPOINTMENT AND REMOVAL FROM OFFICE AND THE DUTIES AND COMPENSATION OF THE MEMBERS OF SAID POLICE FORCE."

BE IT ORDAINED by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen and State of New Jersey, as follows:

Ordinance No. 7609 of the Borough of Englewood Cliffs adopted September 20, 1976, be and hereby is amended by deleting therefrom the following provision designated as Section 14 thereof as follows:

"SECTION:14. Each member shall be allowed an annual vacation with pay of 15 working days during his first 5 years of service; 17 working days during his 6th through 10th years of service; 19 working days during his 11th through 15th years of service; and 21 working days during his 16th through 20th years of service; and 23 working days during his 21st through 25th years of service; No member shall take more than 15 working days vacation at one time unless approved by the Chief of Police. After the first year of service on or before the tenth of April of each year, each member of the department shall make application in writing, for the period of the year which he desires to take a vacation and the Chief of Police shall give preference to the applicants in order of their seniority of service."

AND BY THE ADDITION TO AND SUBSTITUTION THEREFOR OF THE FOLLOWING, which shall be designated henceforth as Section 14, as follows:

"SECTION 14. Each member shall be allowed an annual vacation with pay of 15 working days during his first 5 years of service; 18 working days during his 6th through 10th years of service; 22 working days during his 11th through 15th years of service; and 26 working days during his 16th through 20th years of service; and 30 working days during his 21st through 25th years of service. No member shall take more than 15 working days vacation at one time unless approved by the Chief of Police. After the first year of service on or before the tenth of April of each year, each member of the department shall make application in writing, for the period of the year which he desires to take a vacation and the Chief of Police shall give preference to the applicants in order of their seniority of service."

Should any section, part or provision of this Ordinance be held unconstitutional or invalid, such decision shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so held unconstitutional or invalid.

All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistencies.

This ordinance shall take effect upon final passage and publication as required by law.

ATTEST:


William R. Talbot, Borough


Joseph C. Parisi, Mayor

BOROUGH OF ENGLEWOOD CLIFFS

BERGEN COUNTY, NEW JERSEY

ORDINANCE NO. 7609.

AN ORDINANCE AMENDING ORDINANCE NO. 7419 OF THE BOROUGH OF ENGLEWOOD CLIFFS ENTITLED AN ORDINANCE AMENDING AN ORDINANCE TO AMEND "AN ORDINANCE OF THE BOROUGH OF ENGLEWOOD CLIFFS, BERGEN COUNTY, NEW JERSEY, TO ESTABLISH, REGULATE AND CONTROL A DAY AND NIGHT POLICE FORCE IN THE BOROUGH OF ENGLEWOOD CLIFFS AND TO REGULATE AND DEFINE THE MANNER OF APPOINTMENT AND REMOVAL FROM OFFICE AND THE DUTIES AND COMPENSATION OF THE MEMBERS OF SAID POLICE FORCE."

BE IT ORDAINED by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen and State of New Jersey, as follows:

Ordinance No. 7419 of the Borough of Englewood Cliffs adopted July 16, 1974, be and hereby is amended by deleting therefrom the following provision designated as Section 14 thereof as follows:

Section 14. Each member shall be allowed an annual vacation with pay of 25 working days during his first year of service; 17 working days during his 2nd through 5th years of service; 19 working days during his 6th through 10th years of service; 21 working days during his 11th through 15th years of service; and 23 working days during his 16th through 20th years of service. No member shall take more than 15 working days vacation at one time unless approved by the Chief of Police. After the first year of service on or before the tenth of April of each year, each member of the department shall make known to the Chief of Police the period of 15 days which he desires to take a vacation and the Chief of Police shall give preference to the applicant in order of their seniority of service.

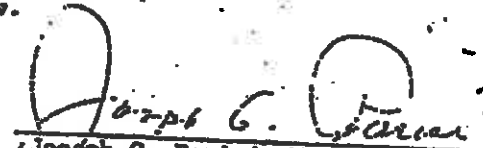
AND BY THE ADDITION TO AND SUBSTITUTION THEREFOR OF THE FOLLOWING, which shall be designated henceforth as Section 14, as follows:

"SECTION 14. Each member shall be allowed an annual vacation with pay of 15 working days during his first 5 years of service; 17 working days during his 6th through 10th years of service; 19 working days during his 11th through 15th years of service; and 21 working days during his 16th through 20th years of service; and 23 working days during his 21st through 25th years of service. No member shall take more than 15 working days vacation at one time unless approved by the Chief of Police. After the first year of service on or before the tenth of April of each year, each member of the department shall make application in writing, for the period of the year which he desires to take a vacation and the Chief of Police shall give preference to the applicants in order of their seniority of service."


Should any section, part or provision of this Ordinance be held unconstitutional or invalid, such decision shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so held unconstitutional or invalid.

All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistencies.

This ordinance shall take effect upon final passage and publication as required by law.


Joseph C. Parisi, Mayor

ATTEST:


William R. Talbot, Borough Clerk

9/20/76
2000

APPENDIX B

VACATIONS

- (1) The vacation allowance shall be as follows:**
 - (a) 15 Working days Per Year during the first 5 years of service.**
 - (b) 18 Working days Per Year during the 6th through 10th years of service.**
 - (c) 22 Working days Per Year during the 11th through 15th years of service.**
 - (d) 26 Working days Per Year during the 16th through 20th years of service.**
 - (e) 30 Working days Per Year during the 21st year of service and beyond.**

- (2) The word During as it is used herein, shall mean from the beginning of the work year in question, through the completion of the work year.**

- (3) Employees working a schedule of Five (5) working days, then Two (2) days off, will be compensated with an additional Fifteen (15) days off per calendar year. The additional Fifteen (15) days off must be used within the calendar year and may not be carried over or credited for compensation.**

APPENDIX C

HOLIDAYS

Each Employee shall be compensated with Thirteen (13) paid holidays per calendar year; said holidays are as follows:

- (1) New Year's Day
- (2) Martin Luther King Day
- (3) President's Day
- (4) Good Friday
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Columbus Day
- (9) Election Day
- (10) Veteran's Day
- (11) Thanksgiving Day
- (12) Friday after Thanksgiving
- (13) Christmas Day

Dick
JERRY FRANK

BOROUGH OF
ENGLEWOOD CLIFFS
Bergen County, N.J.
ORDINANCE NO. 7509
AN ORDINANCE
PROVIDING FINANCE
FOR THE
EMPLOYEES OF THE
BOROUGH OF
ENGLEWOOD CLIFFS
DURING PERIODS OF
ILLNESS

WHEREAS, it is the desire of the Mayor and Council of the Borough of Englewood Cliffs, to establish by ordinance a policy for payment of the employees of the Borough of Englewood Cliffs during periods of illness;

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of the Borough of Englewood Cliffs:

1. Every Borough employee of the Borough of Englewood Cliffs shall be entitled to sick leave with full pay for the time periods hereinafter indicated subject to the terms and conditions hereinafter set forth:

(a) For the first two years of any such employment by the Borough one day of sick leave for every month of employment over six months to a maximum of 10 days sick leave in any given year.

(b) After two years of employment 15 days of sick leave in any calendar year.

(c) After five years of employment 20 days of sick leave in any calendar year.

(d) After ten years of employment any illness which is continuous and which disables the employee continuously during a period up to a maximum of 120 days in any calendar year.

(e) The period of sick leave above indicated shall not be accumulative from year to year and any right to sick

leave to any given employee shall terminate on December 31 of each calendar year, for that calendar year.

(f) When an employee is entitled to sick leave, said employee shall be paid his full salary less any sums which the said employee is entitled to receive under the Workmen's Compensation Laws of this State.

(g) No payments shall be made to any employee by virtue of his being entitled to sick leave unless a doctor's certificate attesting to the sickness of said employee during the time period in question is forwarded to the Chairman of the Finance Committee of this Mayor and Council.

(h) Any employee fabricating a doctor's certificate or obtaining a doctor's certificate for fraudulent purposes or with the intent of obtaining additional vacation time under the guise of sick leave shall be subject to dismissal after a public hearing.

(i) No employee shall be paid for any period of time when said employee has not actually worked unless the period of time in question is either vacation time or covered by sick leave as the same is established and limited by this ordinance.

(j) This ordinance shall be in effect for the entire calendar year 1975 and hereafter until repealed.

BE IT FURTHER ORDAINED that should any section, part or provision of this ordinance be held unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole or any part thereof.

Other than the part so held unconstitutional or invalid, this ordinance shall take effect immediately upon publication (after final passage) according to law.
THOMAS E. STAGNITTI
Mayor

Introduced: May 20, 1975

Adopted: June 4, 1975

Approved: June 4, 1975

THOMAS E. STAGNITTI
Mayor

ATTEST:
WILLIAM R. TALBOT
Borough Clerk

The foregoing ordinance which was introduced at a meeting of the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey, held on the 20th day of May 1975, was given its final reading and was adopted at a meeting of the said Mayor and Council held on the 4th day of June, 1975, and was approved by the Mayor on the same date.

WILLIAM R. TALBOT
Borough Clerk

June 12 --

LAW OFFICES OF
BRESLIN AND BRESLIN

41 MAIN STREET
HACKENSACK, N.J. 07601

(201) 342-4014 (201) 342-4015

JOHN J. BRESLIN, JR.
CHARLES RODGERS
E. CARTER CORRISTON
JOHN J. BRESLIN III
JON J. AUTY

BRIAN T. CAMPION
MICHAEL T. FITZPATRICK
DONALD A. CAMINITI
MEMBER N.J. N.Y. & D.C. BARS
MICHAEL G. FALK

JAMES A. BRESLIN
(1969-1979)

Sergeant Whiting
Englewood Cliffs Police Department
10 Kahn Terrace
Englewood Cliffs, NJ 07632

RE: BOROUGH ORDINANCE NO. 7509

Dear Sergeant Whiting:

Councilman Arthur Goldstein, at our last Council meeting, requested the Council to reconsider our present sick-day Ordinance.

I advised him at that time that any consideration of this Ordinance would have to be done in conjunction with negotiations with the Police Negotiation Committee since the Council had agreed that there would be no changes in regard to any benefits or conditions involving our police department without such negotiations. In addition, this consideration of a change in the Ordinance is solely, at this point, Councilman Goldstein's suggestion and I have serious thoughts as to whether or not first, there should be such a change; and, second, if there was such a change, whether or not it should affect our police department.

I am enclosing herewith a copy of the proposed Ordinance so that you can review same. I would then ask you to contact me concerning a meeting which would be held some time after our next Council meeting on July 14th. It is not the intention of the Council at this time to discuss the matter at that meeting.

Yours truly,

ECC:mc
Enclosure
cc Chief Jack Murphy

Heaney
8/4/76
9:15 PM

BOROUGH OF ENGLEWOOD CLIFFS

BERGEN COUNTY, NEW JERSEY

ORDINANCE NO. 7605

AN ORDINANCE AMENDING AN ORDINANCE NO. 7524 ENTITLED "AN ORDINANCE PROVIDING FOR COMPENSATION OF EMPLOYEES OF THE BOROUGH OF ENGLEWOOD CLIFFS DURING PERIODS OF ILLNESS," OF THE BOROUGH OF ENGLEWOOD CLIFFS, BERGEN COUNTY, NEW JERSEY.

WHEREAS, it is the desire of the Mayor and Council of the Borough of Englewood Cliffs to amend Ordinance No. 7524 of the Borough of Englewood Cliffs entitled "An Ordinance Providing for Compensation of Employees of the Borough of Englewood Cliffs During Periods of Illnesses" adopted September 2, 1975 by adding the following Section:

SECTION K. In the event that any Borough employee sustains a job-related injury, said employee shall be entitled to sick leave with full pay for the time periods hereinafter indicated subject to the terms hereinafter set forth.

(a) For a period up to one year subject to said employee providing the Mayor and Council with valid proof as to his work-connected illness and disability.

(b) In the event that said employee is entitled to temporary Workmen's Compensation Benefits, then in that event, the Borough shall be subrogated and entitled to the reimbursement of any of said monies collected for temporary Workmen's Compensation.

(c) Any loss of employment for any job-related injury shall not be charged against the employee's sick-day benefits which benefits are set forth in Ordinance Nos. 7509 and 7524.

(d) In the event that any regularly-salaried Borough employee shall be injured in the course of other municipal services, such as a volunteer fireman, volunteer ambulance corps member, recreational activities or any other Borough activity, said employee shall be entitled to receive the benefits provided for in subsection (a) but shall also be subject to the provisions of subsection (b) in the event that he is entitled to Workmen's Compensation Benefits.

(e) A Borough Employee for the purposes of this Ordinance shall be defined as any employee of the Borough who is employed in excess of thirty (30) hours per week.

This Ordinance shall be retroactive to January 1, 1974 and shall continue to be in effect until hereafter repealed.

BE IT FURTHER ORDAINED that should any section, part of provision of this ordinance be held unconstitutional or invalid, such decision shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so held unconstitutional or invalid.

This Ordinance shall take effect immediately upon publication (after final passage) according to law.

JOSEPH C. PARISI, MAYOR

Introduced: , 1976

Adopted: , 1976

Approved: , 1976

ATTEST: JOSEPH C. PARISI, MAYOR

WILLIAM R. TALBOT, BOROUGH CLERK

The foregoing ordinance which was introduced at a meeting of the Mayor and Council of the Borough of Englewood Cliffs, County

of Bergen, State of New Jersey, held on the day of
1976, was given its final reading and was adopted at a meeting of
the said Mayor and Council held on the day of
1976, and was approved by the Mayor on the same date.

WILLIAM R. TALBOT, BOROUGH CLERK

DATED: , 1976

Det.

BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY

ORDINANCE 8820

AN ORDINANCE AMENDING AND MODIFYING ORDINANCE 8201, ENTITLED "AN ORDINANCE PROVIDING FOR DEFENSE AND INDEMNIFICATION OF MUNICIPAL OFFICIALS AND EMPLOYEES."

WHEREAS, a recent amendment of N.J.S.A. 59:10-4 allows municipalities to adopt legislation indemnifying their officials and employees for punitive or exemplary damages under certain conditions; and

WHEREAS, it is the desire of the Mayor and Council to afford to its officials and employees such coverage;

NOW THEREFORE, BE IT ORDAINED as follows:

SECTION I. Ordinance No. 8201 entitled "Defense and Indemnification of Municipal Officials and Employees", be and is hereby modified and amended as follows:

A. Section III of Ordinance 8201 is hereby modified and amended so the same shall hereinafter read as follows:

"Defense of Civil Actions. Whenever any civil proceeding has been brought against any official or employee of the Borough for any action or omission within the scope of the performance of the duties of such office, position, or employment, the Borough upon request, shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any. The official or employee may be indemnified for all such costs of defense resulting from the official's or employee's civil violation of State or Federal law, if, in the opinion of the governing body, the acts committed by the official or employee upon which the claims are based did not constitute actual fraud, actual malice, willful misconduct or an intentional wrong."

B. Section IV of Ordinance 8201 is hereby modified and amended so that same shall hereinafter read as follows:

Payment of Claims. The Borough shall indemnify and save harmless each official or employee from financial loss resulting from any action described above in this section, including claims, losses, expenses, judgment, attorney's fees, court costs, and expert or technical witness fees, and any amount paid in settlement thereof and actually and reasonably incurred in connection therewith to the extent permitted by law. Expenses thus incurred may be paid in advance of final disposition of the action.

In addition to the foregoing, the official or employee may be indemnified for exemplary or punitive damages resulting from the official's or employee's civil violation of State or Federal law if, in the opinion of the governing body, the acts committed by the official or employee upon which such damages are based did not constitute actual fraud, actual malice, willful misconduct or an intentional wrong."

SECTION II. All parts, portions and provisions of Ordinance 8201 not consistent with the terms of this Ordinance are hereby ratified and confirmed.

SECTION III. The terms of this Ordinance are hereby declared severable. Should any part, portion or provision of this Ordinance be deemed invalid or unconstitutional, said determination shall not affect any other part, portion or provision not held to be invalid.

SECTION IV. This Ordinance shall take effect immediately upon final passage according to law.

UNIFORM TRANSITION ORDER

September 30, 2009

To: All Personnel
From: Chief Thomas Bauernschmidt
Subject: Change Over For Long and Short Sleeve Shirts

The new procedure for the change over for long and short sleeve shirts shall be as follows:

- October and April will be designated as transition months.
- The 1st Day of November and May the change over will be complete
- Officers are to have both a long sleeve and short sleeve shirt cleaned and available in their locker.
- Temperature and weather conditions are to be the determining factors on which shirt is to be worn.
- Tour Commanders are responsible for the decision on what the uniform of the day will be and can only be overturned by the Deputy Chief or Chief.
- Tour Commanders in making their decision are expected to show and will be held responsible for:
 1. Professionalism
 2. Common Sense
 3. Consistency

In the case of an Officer having to stay to cover a short shift, for instance, if an Officer working the day tour is wearing a short sleeve shirt and has to stay over into the swing shift and they are wearing long sleeve shirts...then that officer working the overlap has two options:

1. Change into a long sleeve shirt
2. Put a tie or turtle neck on and wear the uniform jacket.

Note: This only applies to Officers having to stay over to cover the next shift.

In the case of an Officer coming in early, for instance, if an Officer has to come in at 0300hrs and is wearing a long sleeve shirt and the day tour decides that it's going to be warm and the decision is made for the short sleeve shirt then the Officer that came in early has no choice but to change over to the short sleeve shirt for his day tour. This also would be the same for a swing shift Officer coming early.

This procedure is on a trial basis. If a decision is made that shows a lack of professional responsibility, common sense or is made because of peer pressure then this policy will be revisited and restrictions applied.

Although some Officers will be inconvenienced with this procedure, the object is to allow for a more comfortable working atmosphere. I have believed that just because a certain date has arrived doesn't necessarily mean that the weather has completed its change.

**APPENDIX G
ELIMINATION OF POSITION OF DEPUTY CHIEF OF POLICE**

- (1) It is hereby agreed that the position of Deputy Police Chief shall be eliminated at such time as there becomes a vacancy in same either by resignation, retirement, death or disability or any other cause for severance.”
- (2) The parties agree to the municipality amending Ordinance 2-13.4.1 as follows:

“The position of Deputy Chief of Police shall be eliminated as of the vacancy of said office by the present Deputy Chief Michael McMorrow either by resignation, retirement, death or disability or any other cause for severance.”
- (3) The Borough agrees that the elimination of the Position of Deputy Chief of Police will not result in a decrease in the number of officers currently employed by the Borough of Englewood Cliffs.