

#2679

A G R E E M E N T

Between

THE TOWNSHIP OF SADDLE BROOK

and

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 102

JANUARY 1, 1996 THROUGH DECEMBER 31, 1998

LAW OFFICES:

**LOCCKE & CORREIA P.A.
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A G R E E M E N T

This Agreement, made this day of , 1996,
by and between the TOWNSHIP OF SADDLE BROOK, a municipal
corporation of the State of New Jersey and a public employer
(hereinafter called Township) and the POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 102, a collective bargaining representative
of certain Police department personnel employed by the Township
(hereinafter called the PBA).

WHEREAS, both parties to this Agreement are desirous of
reaching an amicable understanding with respect to the
Employer-Employee relationship existing between them and wish to
enter into a complete Agreement covering the terms and conditions
of employment, and

WHEREAS, the parties have by good faith collective bargaining
reached an Agreement with respect to such terms and conditions of
employment, and

NOW, THEREFORE, in consideration of the mutual promises and
covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

RECOGNITION

The Township recognizes the PBA as the sole and exclusive collective bargaining representative for all full time law enforcement personnel employed by the Township Police Department excluding therefrom only the Chief of Police and the Deputy Chief of Police.

The parties acknowledge that their relationship is governed by the "New Jersey Employer-Employee Relations Act", the Laws of 1968, Chapter 303, as amended and they agree in the conduct and procedures of their collective bargaining to be bound by the aforesaid laws and to observe the rules and regulations of the New Jersey Public Employment Relations Commission.

ARTICLE II

TERM OF AGREEMENT

Section 1.

The duration of this Agreement shall be from January 1, 1996 through December 31, 1998.

Section 2.

In the event the parties do not enter into a new agreement on or before midnight of December 31, 1998, then this Agreement shall continue in full force and effect until such time as a new agreement is entered into. This agreement shall have retroactive effect from January 1, 1996 except as otherwise provided herein.

ARTICLE III

NEGOTIATION PROCEDURES

The Township and the PBA agree that they shall exchange proposed changes to this Agreement, if any, no later than September 1, 1998.

Collective negotiations with respect to rates of pay, hours of work and conditions of employment shall be conducted by such additional agents or persons as each party shall designate as constituting its negotiating committee.

Collective negotiation meetings shall be held at times and places mutually convenient at the request of either the Township or the PBA and shall commence as prescribed by statute.

Employees of the Township who may be designated by the PBA to participate in collective negotiations will be excused from Police assignments, provided their absence from duty, in the opinion of the Chief of Police, will not interfere seriously with the operation of the Township Police Department.

The duly authorized negotiating agents of either the Township or PBA shall not be required to be an Employee of the Township.

The Township shall provide to the PBA "negotiating committee time compensation". The amount of said benefit shall be nine (9) days per calendar year. The use of said days shall be controlled by the chairman of the PBA negotiation committee who's identification shall be made known to the public employer in writing annually. Said days shall be each comprised of one full eight (8) hour shift of work. The use of said days shall not be

the subject of inquirey by the Township.

In order to make available prompt correct answers to questions regarding insurance benefits provided by the town, the public employer agrees to designate a benefits representative to which police department members may refer inquiries. In the event that the employer's desingee is not able to respond within 14 days then a designated member of the PBA negotiating committee shall be entitled to contact the Mayor directly for resolution of the problem.

ARTICLE IV

MANAGEMENT RIGHTS

The right to manage the affairs of the Township Police Department and to direct the working force and operations of the Department are vested in and retained by the Township.

ARTICLE V

RULES AND REGULATIONS

The right to change existing rules and regulations concerning the administration of the Police Department or introduce new rules and regulations is retained by the Township with respect to those terms and conditions of employment which are not the subject of mandatory collective negotiation.

With respect to terms and conditions of employment which are subject to mandatory collective negotiations no changes in Police Department rules or regulations affecting the same will be made except through agreement with the PBA.

ARTICLE VI

NO STRIKE

It is recognized that the Police Department does not have the right to strike, and this Agreement shall be controlled by the provisions of R.S. 34:13A-8 as amended and supplemented.

ARTICLE VII

NON-DISCRIMINATION

There shall be no discrimination, interference, or coercion by the Township or any of its Officers or agents against any Employee of the Police Department because of membership in or activity on behalf of the PBA or because of activity as a member of the PBA negotiating committee. Neither the Township nor the PBA shall discriminate against any Employee because of race, creed, color, age, sex or national origin.

Further, the PBA or its members shall not discriminate, interfere or coerce any other Township Employees or Township officials, because of activity on behalf of the Township.

ARTICLE VIII

REGULARLY SCHEDULED HOURS OF WORK

Section 1.

The practice of the Township Police Department as of the date of this Agreement concerning the annual number of regularly scheduled hours of work shall continue. The starting and ending hours of shift work and rotation of hours of duty shall be continued except as that practice is expressly changed by this Agreement.

Section 2.

Uniformed Employees engaged in continuous shift operations shall start and end work at the following times; subject to Director of Public Safety and Chief of Police (N.J.S.A. 40A:14-132):

<u>Shift</u>	<u>Start</u>	<u>End</u>
1st	8:00 A.M.	4:00 P.M.
2nd	4:00 P.M.	12:00 Midnight
3rd	12:00 Midnight	8:00 A.M.

Such Employees shall be assigned to six (6) consecutive days of work on the same shift. After working six (6) consecutive days, Employees shall receive three (3) days off.

An Employee's shift should not be rotated until a cycle of eighteen (18) calendar days has been completed.

ARTICLE IX

EMERGENCY OVERTIME

Employees shall be required to work emergency overtime duty at the direction of the Mayor, the Chief of the Police Department or in their absence the Senior Officer on duty.

In the event emergency overtime duty is required to be performed and if as a result thereof, Employees begin work before or complete work after the regular hours of work, then Employees shall receive compensation as provided herein. Employees shall be compensated at the time and one-half ($1\frac{1}{2}$) rate.

In the event emergency overtime is required, and the Employee is recalled, the Employee shall be compensated with a minimum of three (3) hours for time worked. Compensation shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the Employee's therein hourly wage rate. In the event that the Employee's work shift is extended by pre-shift or post shift overtime which is contiguous to his scheduled shift, then the Employee shall be compensated pursuant to this Article but only for the actual time worked, without any minimum guarantee.

Said time and one-half ($1\frac{1}{2}$) rate compensation shall either be in pay [one and one-half ($1\frac{1}{2}$) times the Employee's base hourly rate] or in compensatory time off (C.T.O.) which shall be one and one-half ($1\frac{1}{2}$) hours of C.T.O. time for each hour of time worked. The Employee shall have the option of electing to recover pay or compensatory time off after he has worked the overtime, however, if

the Employee elects C.T.O. time, then such election shall be subject to the discretion and approval of the Chief or his appointee. In any event, the Employee shall not accumulate more than forty-eight (48) hours of C.T.O. time at any one time. C.T.O. which in the calendar year in which it is earned shall be converted to paid overtime and paid by the end of that same calendar year.

Once an Employee accumulates a maximum of Forty-eight (48) hours in his C.T.O. bank then while such maximum time remains in said C.T.O. bank, the Employee shall be compensated in pay (at the overtime rate).

ARTICLE X

PRIORITY FOR OVERTIME

Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Police Department first, in an order or preference based upon a rotating seniority roster. Where a need for overtime exists, the person charged with filling the overtime need shall refer to the rotating priority list and contact the Employee whose turn is next in line. If that Employee cannot be contacted or if the Employee declines the opportunity for overtime, then that Employee shall lose his turn and the next Employee shall be contacted on the list.

There may be certain situations in which the Police Department, because of certain skills or other attributes of a particular Officer, determines that it is necessary to bypass an Employee or Employees on the seniority lists. While it is understood that this may occur, such bypassed Employee or Employees shall not lose their turn for the purpose of the overtime roster.

There shall be two (2) separate lists for priority for overtime purposes, one list for Patrolmen and the other list for Superior Officers with each list rotating independently. Patrolman shall be replaced by the Patrolman from the Patrolmen list and the Superiors shall work overtime for Superiors.

The purpose of this clause is to equalize overtime among Employees of the same rank and shall not be defeated by the Township's selection of special persons for special details.

Overtime may be offered to persons other than full time Employees only if it has first been refused by the member on the seniority roster aforementioned. The overtime roster and time sheets shall be available for inspection by the PBA representative. The name of the PBA representative who may inspect said information shall be given to the Chief of Police upon execution of this Agreement and any changes in the name of the representative shall be the subject of immediate notification.

It is understood that the ultimate decision as to whether or not overtime is required is a departmental decision to be made by the Chief of Police or Officer in charge.

It is also understood that in the event the Chief or Officer assigned to fill the overtime vacancy cannot locate a person from the overtime roster to work the shift, then the Department shall have the right to order an Employee out to work the time required.

ARTICLE XI

SALARY AND OTHER COMPENSATIONS

Section 1.

Salaries for Employees covered by this Agreement shall be as set forth on Appendix A.

An Employee's job title during the first twelve (12) months of employment shall be Patrolman starting. Thereafter, upon the first, second and third anniversary dates of hire the job title shall automatically be changed to Patrolman 1; Patrolman 2; and Patrolman 3, respectively.

Section 2.

Employees shall receive the base annual salary in fifty-two (52) weekly paychecks which shall be as equal as possible. In calendar years that contain fifty-three (53) pay dates the employer shall consider the date on which holiday compensation is paid (Article XIII, Section 2 of this agreement) as the 53rd pay date. The other 52 pay dates in said 53 pay date year shall therefore receive the regular compensation check with the first pay date in December serving as the holiday compensation week.

Section 3.

The base hourly salary is hereby defined as the total of the base annual salary; divided by the total annual hours of regularly scheduled work.

Section 4.

Immediately upon an automatic change of job title, resulting

from the occurrence of an anniversary date of hire, an Employee shall begin to receive the annual base salary provided for the new job title.

Section 5.

If an Employee is promoted to a higher job title he shall begin to receive the annual base salary for that title effective retroactive to the date of the promotion.

Section 6.

When an error occurs in deductions from an employee's paycheck, or there is a question with respect to said deductions, no deductions shall be made without prior explanation to the employee. In the event that there are any adjustments which would result in a deduction to an employee's paycheck then no said deduction shall occur unless there is agreement between the employee and the Township on the terms of said repayment.

ARTICLE XII

LONGEVITY PAYMENTS

Employees covered by this Agreement shall receive a longevity payment based upon the number of years of completed service as a Police Officer (regardless of the job title) and a percentage of the annual base salary. The manner of computing the longevity payment is set forth below:

<u>Number of Years of Completed Service as a Police Officer</u>	<u>Percentage of Annual Base Salary to be Paid</u>
3	1
6	2
9	3
12	4
15	5
18	6
21	7
24	9
28	10

The number of years of completed service shall be measured from the date of hire and each anniversary of the date of hire shall be considered a complete year of service.

ARTICLE XIII

HOLIDAY COMPENSATION

Section 1.

All Employees shall receive fourteen (14) guaranteed holidays per year. Payment shall be made by multiplying the base hourly salary by the number of hours worked.

Section 2.

Payment for the holidays shall be in one (1) single check to be paid no later than the first week in December.

Section 3.

The parties recognize the following holidays as covered by this clause:

- | | |
|--------------------------|--------------------------------------|
| 1. New Year's Day | 8. Christmas |
| 2. Washington's Birthday | 9. Columbus Day |
| 3. Easter | 10. Election Day |
| 4. Memorial Day | 11. Veteran's Day |
| 5. Labor Day | 12. Lincoln's Birthday |
| 6. Independence Day | 13. Day After Thanksgiving |
| 7. Thanksgiving | 14. Martin Luther King's
Birthday |

ARTICLE XIV

SPECIAL ANNUAL ALLOWANCES

Section 1.

(a) Each uniformed Employee shall receive an annual uniform allowance in the amount of Eight Hundred (\$800.00) Dollars. This allowance shall be used for the purpose of uniform and equipment replacement.

(b) Each non-uniformed Employee (detective) shall receive a special annual allowance in the amount of One Thousand Fifty (\$1050.00) Dollars. This allowance shall be used for the purpose set forth in Section 1, Paragraph (a).

(c) Payment of the allowances set forth in this Section shall be made in a single check as soon as possible following the adoption of the Township Operating and Expense Budget.

Section 2.

Employees hired after the execution of this Agreement shall purchase uniforms at their own expense. New Employees hired prior to the adoption by the Township of the Operating and Expense Budget, shall receive the special annual allowance set forth in Section 1 (a).

ARTICLE XV

REPLACEMENT OF UNIFORM OR EQUIPMENT

(1) The Township of Saddle Brook agrees to reimburse Employees for loss or unusual damage to uniform or personal equipment when said loss or damage is incurred during the Employee's official performance of his duties and when it is determined by the Chief of Police that the loss or damage could not have been prevented by said Employee because of circumstances or negligence.

(2) All Police, law enforcement and safety equipment shall be maintained on a status quo basis as of the effective date of the commencement of this Agreement.

ARTICLE XVI

COURT APPEARANCES

Whenever any member of the Division of Police shall be required to appear before any Grand Jury or at any Municipal, County, Superior, Supreme Court or Administrative proceedings, except in a civil action, outside his assigned duty hours, he shall receive either compensatory time off from his regular duty hours, or additional compensation at his prevailing wage, but not both (R.S. 40A:14-135). In the case of additional compensation, he shall receive a minimum of three (3) hours for all courts. No compensation will be paid when an Officer is on standby for the Municipal Court.

All compensation under this Article shall be at the time and one-half (1½) rate.

All Employees shall endeavor to write the return date on summons issued for periods when the Saddle Brook Municipal Court is in session and they are scheduled to work.

ARTICLE XVII

SICK LEAVE

The provisions of Township Ordinance No. 746 adopted by the Township of Saddle Brook, Mayor and Council on March 10, 1977, are incorporated herein by reference and made a part of this Agreement.

The parties acknowledge that the Employees are covered by the provisions of the New Jersey Civil Service Laws and the rules and regulations of the New Jersey Civil Service Commission. Sick leave benefits received by the Employees shall not be less than the benefits mandated by the statutes and rules and regulations.

ORDINANCE NO. 746

AN ORDINANCE TO ESTABLISH SICK LEAVE RULES AND REGULATIONS FOR FULL TIME EMPLOYEES OF THE TOWNSHIP OF SADDLE BROOK PRIOR TO JANUARY 1, 1966, AND TO PROVIDE THAT THE SICK LEAVE PROVISIONS ESTABLISHED BY THE NEW JERSEY STATE DEPARTMENT OF CIVIL SERVICE SHALL BE APPLICABLE AND SHOULD INCLUDE FULL TIME MEMBERS OF THE DEPARTMENT OF POLICE.

WHEREAS, it appears that no formal, uniform sick leave rules and regulations had been established or enacted by the Township of Saddle Brook for the benefit of full time Employees prior to January 1, 1966, the date when New Jersey State Department of Civil Service rules and regulations became applicable in the Township of Saddle Brook; and

WHEREAS, the Township Council of the Township of Saddle Brook is of the opinion that the public interest and the interest of the full time Employees would be better served by formally adopting rules and regulations applicable to sick leave benefits for all full time Employees as herein defined for those years prior to January 1, 1966;

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Saddle Brook, Bergen County, New Jersey, as follows:

Section 1.

All full time Employees, meaning Employees who had work forty (40) hours per week or more, are hereby granted one (1) working day of sick leave for each month of employment during the first calendar year after initial employment. Thereafter each full time Employee is hereby granted fifteen (15) working days of sick leave

time for each calendar year.

Section 2.

Sick leave benefits described above shall not accrue to part time or seasonal Employees.

Section 3.

Sick leave benefits shall be deemed to have accumulated from year to year prior to January 1, 1966, less the actual sick days taken or utilized by the Employee due to illness and in accordance with Title 11:24A-3.

Section 4.

Any Employee claiming unused sick leave benefits prior to January 1, 1966, shall be required to submit to the Township Administrator and the Township Council a verified statement setting forth the Employee's initial employment date, the year or years during which the Employee was a full time municipal Employee and the day or days that the Employee acknowledges were utilized by the Employee as sick days chargeable to sick leave benefits, and upon receipt of said claim for unused benefits and the verification as required herein the Administrator shall verify to the fullest extent possible and the statements contained in the Employee's statement of verification and the Administrator shall certify to the Township Council the results of his findings with respect to the Employee. The Township Council may conduct a further review and investigation and upon completion of said review and investigation the Township Council shall by an appropriate resolution notify the Employee of the amount of unused sick leave

benefits that the Council has determined is actually due and owing to said Employee.

Section 5.

The provisions of this ordinance shall relate solely to time periods prior to January 1, 1966 and Civil Service rules and regulations and any other ordinances or regulations of the Township of Saddle Brook shall govern sick leave benefits subsequent to January 1, 1966.

Section 6.

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 7.

This ordinance shall take effect immediately upon passage and publication as provided by law.

ATTEST:

APPROVED
TOWNSHIP OF SADDLE BROOK

s/Edward F. Kugler, Jr.

ARTICLE XVIII

PERSONAL LEAVE

In addition to any other leave provided for in this Agreement, each Employee shall be entitled to four (4) personal days off with pay, during a calendar year. Two of the four annual personal days may be designated by the employee as "non-refusal days" if said employee gives at least two (2) weeks advanced notice of said use and designation. The designation of "non-refusal" shall guarantee the employee the use of said designated time subject only to full departmental mobilization by the Chief of Police. "Non-refusal" designation shall not be available for use on the following days; New Year's Eve, New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day. All other personal day use shall be at the convenience of the employee subject to advance approval by the Chief of Police. Approval by the Chief of Police shall be subject to the needs of the Police Department, but approval will not be unreasonably withheld. Unused personal days shall not accumulate from year to year.

ARTICLE XIX

BEREAVEMENT LEAVE

Upon the death of a father, mother, grandfather, grandmother, spouse, child, brother or sister, father-in-law, mother-in-law, son-in-law or daughter-in-law, an Employee, upon his written request shall have bereavement leave of three (3) days, with pay, from the date of death to and including the date of burial; except where unusual and extenuating circumstances prevail. The above listed categories of relatives covered shall mean relatives of the Employee or relatives of the Employee's spouse. Persons who regularly reside in the Employee's household shall be covered by the provisions of this contract.

Upon the death of a grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law or cousin, an Employee upon his written request shall have the right to time off, with pay, on the date of burial only.

Notwithstanding the provisions hereinabove, if the death or burial occur while the Employee is on a regularly scheduled day off, then the Employee shall not be entitled to bereavement leave, in place of the regular day off.

ARTICLE XX

PBA BUSINESS

1. The Township will give annual convention leave for participation in the annual New Jersey Patrolmen's Benevolent Association Convention to one (1) Employee of the Association holding the position of State Delegate to the PBA. This absence of leave for convention purposes shall be with pay, and shall be in accordance with the provisions of R.S. 11:26C-4. A Certificate of Attendance to the State Convention shall be submitted by the representative attending the convention to the Township immediately upon return to the community by the Employee.

2. In the event that the President of PBA Local No. 102 is elected from the Employees on the Saddle Brook Police Department then the Township of Saddle Brook shall allow the President time to attend Local No. 102 meetings if he is working at the time of the scheduled meeting.

3. In the event that the PBA Delegate of PBA Local No. 102 is elected from the Employees of the Saddle Brook Police Department, then the Township of Saddle Brook shall allow the Delegate time to attend PBA Local No. 102, Bergen County Conference, and New Jersey State PBA meetings, if the Delegate is scheduled to work at the time of the scheduled meetings.

4. The parties recognize N.J.S.A. 40A:14-177 to be controlling.

ARTICLE XXI

LEAVE OF ABSENCE

Leaves of absence may be granted in accordance with the following statutes: R.S. 40A:14-136 and R.S. 40A:14-137, and may further be granted in accordance with R.S. 11:24A-6.1 and R.S. 11:24A-6.2.

ARTICLE XXII

VACATION LEAVE

Employees shall be granted annual vacation leave, with pay, in an for each calendar year of employment as provided herein below:

<u>(1) Length of Employment</u>	<u>Working Days</u>
Less than One (1) Year	One (1) Working Day per Month
One (1) Year to Four (4) Years Inclusive	Twelve (12) Working Days
Five (5) Years to Eight (8) Years Inclusive	Fifteen (15) Working Days
Nine (9) Years to Twelve (12) Years Inclusive	Eighteen (18) Working Days
Thirteen (13) Years to Sixteen (16) Years Inclusive	Twenty-One (21) Working Days
Seventeen (17) Years to Twenty (20) Years Inclusive	Twenty-Four (24) Working Days
Twenty-One (21) Years to Twenty-Five (25) Years Inclusive	Twenty-Seven (27) Working Days
Over Twenty-Five (25) Years	Thirty (30) Working Days

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

(3) Blocks of one (1) day or more may be granted upon prior request and subject to the prior approval and discretion of the Chief or his appointee. Such approval shall not be unreasonably withheld.

ARTICLE XXIII

RETENTION OF EXISTING BENEFITS AND RIGHTS

Except as expressly otherwise provided herein, all rights, privileges and benefits which Employees of the Township Police Department have heretofore enjoyed and are presently enjoying as a result of Township practices, ordinance, resolution or policy or pursuant to any State statute as of the date of execution of this Agreement shall be maintained and continued by the Township during the term of this Agreement. All Employees shall retain all civil rights guaranteed them under Federal Law, and under the laws of the State of New Jersey.

ARTICLE XXIV

HEALTH AND WELFARE BENEFITS

A. All full-time employees and their dependents continue to be covered by the same group insurance benefits including, but not limited to health, medical, dental, life and accidental death policies as are in force on the date of the execution of this Agreement. These group policies include hospitalization and major medical coverage with Rider "J" (365 day coverage/\$1,000,000.00 coverage), which Plan is administered by Rasmussen Agency; Pacific Mutual Insurance Company or current provider (\$50,000.00 life; \$25,000.00 accidental death benefit); Dental coverage (\$2,000.00 with \$2,000.00 Orthodonture coverage), and a \$1.00 co-payment prescription plan with P.S.C. Inc. The life and accidental death policy covers only the employee. The Township shall pay the entire referenced herein cost of the premiums for the insurance coverage.

The Township will provide at its expense Workers' Compensation Insurance coverage as is mandated by state statute.

If for any reason a carrier should cancel any of the hospitalization and insurance coverages provided, the Township shall make a good faith effort to immediately obtain similar coverage from another carrier.

B. Retired Employees (after twenty-five (25) years of service only).

The Township agrees to continue its past practice of providing certain benefits for retired employees and their dependents as

stated herein below:

WHEREAS, Chapter 21. P.L. 1971 approved February 1, 1972 (amendment R.S. 40:11-15 and 40:1-16), provides that under such rules as may be adopted by the governing body, employees retiring from public service after twenty-five (25) years of employment may continue in group health and medical programs together with their dependents without reimbursement to the former employer, and

WHEREAS, it appears to be to the best interest of the Township of Saddle Brook to grant this benefit to former employees who have served honorably and faithfully for a period of twenty-five (25) years or more, and

NOW, THEREFORE, Be it Resolved, by Council of the Township of Saddle Brook, County of Bergen, State of New Jersey that employees retiring from public service of the Township of Saddle Brook after twenty-five (25) years or more be continued in group health and medical programs, together with their dependents without reimbursement to the Township, effective April 1, 1972.

C. In the event the employee organization can secure a disability program which it deems acceptable, this Agreement may be reopened at the request of the labor organization for the sole purpose of negotiating the inclusion of said disability program as part of the work contract to be effective January 1, 1993. Notice to reopen must be presented no later than September 1, 1992, to the Employer. It is understood and agreed that any cost incurred by the Township as a result of implementing a disability program will be credited against the 1993 wage adjustment.

ARTICLE XXV

RETIREMENT BENEFITS

1. The Township agrees to continue its past practice of providing certain benefits for retired Employees and their dependents as stated herein below:

"WHEREAS, Chapter 421. P.L. 1971, approved February 1, 1972 (amendment R.S. 40:11-15 and 40:11-16), provides that under such rules as may be adopted by the Governing Body, Employees retiring from public service after twenty-five (25) years of employment may continue in group health and medical programs together with their dependents without reimbursement to the former Employer, and

WHEREAS, it appears to be to the best interest of the Township of Saddle Brook to grant this benefit to former Employees who have served honorably and faithfully for a period of twenty-five (25) years or more,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Saddle Brook, County of Bergen, State of New Jersey that Employees retiring from public service to the Township of Saddle Brook after twenty-five (25) years or more be continued in a group health and medical programs, together with their dependents without reimbursement to the Township, effective April, 1972."

2. All retirees who have retired on or after January 1, 1985, or who in the future, retire, due to a work connected disability shall receive full retiree benefits as are available to any other retiree. Said retirees on work connected disability

shall be entitled to said benefit regardless of their respective number of years of service. Should a retiree who is receiving medical benefits pursuant to this paragraph become subsequently employed by an Employer which provides equivalent or superior benefits then said retiree shall not receive the benefits of this paragraph during the period of such subsequent employment.

3. In the event of the death of a retiree, said retiree's surviving spouse and minor surviving children shall be entitled to continuation of the retiree benefits as would have been available had the retiree not died. Said benefit shall continue through the minority of the surviving children. As to the surviving spouse, said entitlement shall continue unless and until the surviving spouse remarries. Minority as used in this paragraph shall mean to the end of year in which the dependent becomes nineteen (19).

ARTICLE XXVI

DEPARTMENTAL TRAINING

The Township of Saddle Brook agrees to post the regular selection list as they become available for training programs at the Bergen County Police Academy, New Jersey State Police Academy, In-Service Training Programs in the Township of Saddle Brook and any other training programs which may come to the attention of the Saddle Brook Police Department. Employees covered by this Agreement shall be free to submit requests to the Police Department for attendance to such schools.

The Township of Saddle Brook agrees to make every effort to arrange for attendance at said training programs. It is understood that the ultimate decision as to need and appropriateness of the various training programs is a Departmental decision.

ARTICLE XXVII

CONTINUING EDUCATION BENEFIT

Section 1.

The Township agrees to pay the sum of Fifteen (\$15.00) Dollars per college credit, to any Employee who successfully completes (i.e., passing grade) an accredited course in Police Science or Public Safety at any accredited college. This payment shall be made after proof of completion is submitted. Employee will receive payment only once for each credit obtained, during off duty hours.

Section 2.

The Township agrees to reimburse any Employee for attendance in "In-Service Training Schools", as hereinafter prescribed, when such attendance is designated by the Chief of Police.

When any Employee designated to attend school must supply his own transportation due to the unavailability of a Township vehicle, he shall be reimbursed at a rate not exceeding Fifteen (\$.15) Cents per mile traveled to and from said school.

When any Employee designated to attend school for a period in excess of one (1) day, he shall be reimbursed for meals at a rate not exceeding Three (\$3.00) Dollars per meal, with a limit of one (1) meal per day attending said school.

The Employees agree that the aforementioned reimbursements shall not apply to Employees that are designated to attend a basic Police Training course.

Section 3.

The Township agrees to reimburse any Employee for attendance in "In-Service Training Schools", as hereinafter provided, when such attendance is designated by the Chief of Police and when such attendance requires an Employee to attend on his regular day off.

For attendance in school that commences and terminates the same day, the Employee shall receive compensatory time for attendance.

For attendance that commences and continues for more than one (1) day, the Employee shall be reimbursed at the rate of one and one-half ($1\frac{1}{2}$) times his prevailing base hourly salary rate for attendance on each of his days off.

ARTICLE XXVIII

INSURANCE AND COUNSEL FEES

A. The Employer will indemnify all Employees covered by this Agreement from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, privileged occupancy and the invasion of civil rights.

B. Employees covered by this Agreement shall be fully indemnified and defended by the Employer for all circumstances in which the Employee renders first aid, whether on duty or off duty.

C. The Employer shall pay reasonable fees for an attorney of the Employee's selection for defense of all matters arising out of or related to Employee's status as a Police Officer.

ARTICLE XXIX

OFF DUTY POLICE ACTION

A. Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a member of the force on his time off, while in the State of New Jersey, which would have been taken by an Officer if present or available, shall be considered as Police action, and the Employee shall have all of the rights and benefits concerning such action as if he were on active duty.

B. Recognizing that the Employer and its residents benefit from the additional protection afforded them by off-duty Police Officers, and further recognizing the weighty responsibility and hazards confronting each off-duty Police Officer, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount: One (\$1.00) Dollar per year which shall be considered as part of the base annual wage.

ARTICLE XXX

MATERNITY LEAVE

A. Female Police Officers shall advise the Employer of a pregnancy. The rights of a female Police Officer shall include but not be limited to the following provisions:

1. The female Police Officer shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. The doctor shall be a physician of the female Police Officer's own choosing.
2. In addition to the other provisions of this Article, the female Police Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.
3. In addition an Employee with one (1) year or more of service shall be granted, on thirty (30) days notice, maternity leave without pay, for up to twelve (12) months duration and shall be returned to work without loss of seniority or benefits provided she notifies the Chief of Police no later than after six (6) months of leave that she intends to return.
4. The female Police Officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes.
5. Upon return to active duty status, the female Police

Officer shall be placed in the same position which she held before departing for maternity status.

B. A male employee shall be granted one day off from scheduled work for the birth of his child. Said day shall be designated as a "birthing day".

ARTICLE XXXI

GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any Employee(s) covered by this Agreement.

Disciplinary matters where the penalty imposed is five (5) days suspension (or equivalent fine) or any lesser penalty, shall be subject to the grievance procedure.

The procedure for settlement of grievances shall be as follows:

(A) STEP ONE

In the event that any Employee covered by this Agreement has a grievance within ten (10) working days of the occurrence of the event being grieved, the Employee shall present the grievance in writing to the Chief of Police or the Officer in charge of the Department in the event of the Chief's absence.

(B) STEP TWO

If the Association wishes to appeal the decision of the Chief of Police (or Officer in charge if the Chief is absent), it shall be presented in writing to the Employer's Governing Body or its delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's Governing Body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.

(C) STEP THREE

1. If no satisfactory resolution of the grievance is reached at STEP TWO then within five (5) working 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.

2. 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 Employer's Governing Body or its representative on the grievance.

3. Employees covered by this Agreement shall have the right to process their own grievance without representative.

4. The cost of the Arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

ARTICLE XXXII

SAVINGS CLAUSE

In the event that any Court of competent jurisdiction renders a decision invalidating any part of the Agreement, all other parts of this Agreement not invalidated shall remain in full force and effect. In the event that any Federal or State Legislation or Government regulation invalidates or supersedes any part of this Agreement, all other parts of this Agreement not invalidated shall remain in full force and effect.

ARTICLE XXXIII

POLICE VEHICLES AND SAFETY STANDARDS

Section 1.

The Township agrees to provide all Police vehicles with air-conditioning, heater, emergency light(s), and siren, all of which will be in proper operating condition when said vehicle is in service. The Township will further provide for all marked Police vehicles to have a protective separation device between the front and rear seating compartments.

Section 2.

The Township shall make every effort to insure that all vehicles meet the standards established in Title 39 of the Motor Vehicle Statutes.

Section 3.

(a) Employees believing that a defect(s) may exist on any vehicle will indicate said defect(s) on his daily report and/or other report prescribed by the Chief of Police.

(b) The Township shall repair unsafe vehicles immediately or remove said vehicle from service until repaired.

Section 4.

Every uniformed Officer, when on duty, shall, whenever possible, be issued a portable radio for communications with Police Headquarters.

ARTICLE XXXIV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement of the parties of all bargainable issues, subject to N.J.S.A. 34:13A-5.3.

ARTICLE XXXVI

PERSONNEL FILES

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

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.

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.

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

ARTICLE XXXVII

DUES CHECK-OFF AND AGENCY SHOP PROVISIONS

Section 1.

Upon receiving the written voluntary authorization and assignment of an Employee covered by this Agreement, the Township agrees to deduct from the pay periods of each month, membership dues (and initiation fees and assessments where applicable), in such amount as shall be fixed by the Employee Association during the full term of this Agreement and any extension or renewal thereof. The Township shall promptly remit monthly any and all amounts so deducted with a list of changes to the person designated by the Association.

Any changes in monthly dues will be certified in writing by the authorized Association representative and the amount shall be uniform for all members.

Section 2.

Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment; pay a representation fee to the recognized Employee Association herein by automatic payroll deduction. The representation fee shall be in an amount equal to

eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount.

ARTICLE XXXVIII

WORK INCURRED INJURY

Where an Employee covered under this Agreement suffers a work-connected injury or disability the Township shall continue such Employee at full pay, during the continuance of such Employee's inability to work in his regular and assigned position, for a period of up to one (1) year. During this period of time, all temporary disability benefits being paid to such Employee under the Workers' Compensation Law of the State of New Jersey will be used as a credit against his full compensation.

The Employee may 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.

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 Township or by its insurance carrier, then, and in that event, the burden shall be the Employee to establish such additional period of disability either by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability or, in the event such decision is not applicable, by pursuing his/her contractual remedies. Such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing agency, shall be binding upon the parties.

For the purposes of this Article, injury or illness incurred while the Employee is attending a Town-sanctioned training program, shall be considered in the line of duty.

TERM AND RENEWAL

This Agreement shall have a term from January 1, 1996 through December 31, 1998. If the parties have not executed a successor agreement by December 31, 1998, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized Officers or representatives on this day and year first set forth hereinabove.

ATTEST:

Jayce M. Lareau
Township Clerk

TOWNSHIP OF SADDLE BROOK

[Signature]
Mayor

ATTEST:

E. Paula Seneski

POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL NO. 102

P.O. Stuart Dravitz

APPENDIX A
SALARIES

<u>Position</u>	<u>Eff.</u> <u>1/1/96</u>	<u>Eff.</u> <u>1/1/97</u>	<u>Eff.</u> <u>1/1/98</u>
Patrolman (starting)	\$36,400	\$38,220	\$40,131
Patrolman (One Year)	51,066	53,619	56,300
Patrolman (Two Years)	55,953	58,751	61,689
Patrolman (Three Years)	61,324	64,390	67,610
Sergeant	65,332	68,599	72,029
Lieutenant	69,467	72,940	76,587
Captain	73,599	77,279	81,143

APPENDIX B

ORDINANCE #823

An ordinance to fix and determine the terms and conditions of retirement benefits for all full time Employees of the Police Department of the Township of Saddle Brook, County of Bergen and State of New Jersey, Effective January 1, 1981.

Be it ordained by the Township Council of the Township of Saddle Brook, in the County of Bergen and the State of New Jersey, as follows:

Article I: All full time Employees of the Police Department of the Township of Saddle Brook, who qualify, shall be entitled to receive the following retirement benefits subject to the terms and conditions hereinafter set forth in this Ordinance. Employees on the Saddle Brook payroll as of the date of the adoption of this Ordinance shall be eligible for these benefits and said benefit shall not apply to Employees who have heretofore left the employment of the Township or who have heretofore retired or terminated their services with the Township for any reason.

Article II: Retirement benefits shall be based upon an Employee's accumulated and unused sick days which shall be based upon only the Employee's actual time of service or employment in the Township of Saddle Brook:

<u>Years of Employment Saddle Brook</u>	<u>Maximum Unused Sick Days That Could be Acquired</u>	<u>% of Unused Sick Days</u>	<u>Maximum Days Entitled to With Pay</u>
Over 20 less than 21	300	50%	= 150 Days
Over 21 less than 22	315	50%	= 157 Days
Over 22 less than 23	330	50%	= 165 Days
Over 23 less than 24	345	50%	= 172 Days
Over 24 less than 25	360	50%	= 180 Days
Over 25 less than 26	375	64%	= 240 Days
Over 26 less than 27	390	67%	= 261 Days
Over 27 less than 28	405	70%	= 283 Days
Over 28 less than 29	420	75%	= 315 Days
Over 29 less than 30	435	80%	= 348 Days
Over 30	450	85%	= 383 Days

Article III: All benefits and other terms and conditions of employment shall terminate on the day that the Employee retires other than medical and insurance benefits, which can be purchased through the Group Plan after the twentieth (20th) year.

Article IV: Payments to an Employee who retires shall be determined and based upon the Employee's current rate of salary as of the date that the Employee's retirement begins.

Article V: An Employee desiring to retire and to receive the benefits contained in the Ordinance must give the Governing Body of the Township of Saddle Brook a notice, in writing, at least six (6) full calendar months prior to the date that the Employee desires his leave from service to actually begin and once said notice is given the Employee shall not be permitted to rescind the notice or to alter or change the decision to retire and said decision shall be considered final and irrevocable upon filing said notice with the Governing Body.

Article VI: Payment of the Employee's retirement benefits as determined under this Ordinance shall be made by the Township over a thirty-six (36) month period and shall be in three (3) equal annual payments, the first payment to be made on the Employee's actual first day of retirement or on the first regular payroll date that all other Employees are paid following the Employee's actual date of retirement, whichever is more convenient for the Township Treasurer and each payment shall be made thereafter on or about the actual anniversary date of the Employee until the last payment is made. In the event an Employee on retirement should fail to survive and receive the full retirement benefits, any unpaid portion of the retirement benefits shall be paid by the Township of Saddle Brook to the beneficiary designated by the Employee on a form to be filled out by the Employee at the time of retirement, provided that twenty (20) years of employment have been completed.

Article VII: Once an Employee has filed notice of a request to use unused and accumulated sick days in connection with retirement the Township Council shall receive a monthly report from the proper official of the sick days used by said Employee and if the Council is of the opinion that the Employee is or may be abusing the use of sick days in order to use up sick days that are not part of the Employee's retirement benefits and the Council shall have the right to demand that the Employee take a physical examination by a physician selected and employed by the Township Council and upon review of said medical report and any other

information which may be made available to the Council if the Council determines that the Employee has in fact abused the use of unused sick days, the Council shall have a right, upon notice to the Employee, to rescind the requested retirement benefits and to terminate same immediately and said Employee shall be expected to return to full time employment with the Township.