

Bergen

A G R E E M E N T

Between

BOROUGH OF GLEN ROCK,  
BERGEN COUNTY, NEW JERSEY

and

P.B.A. LOCAL #110  
GLEN ROCK UNIT

X January 1, 1980 through December 31, 1981

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PREAMBLE

This Agreement entered into this            day of  
1980, by and between the BOROUGH OF GLEN ROCK, in the County of  
Bergen, a municipal corporation of the State of New Jersey,  
(hereinafter called the "Borough"), and the P.B.A. LOCAL #110,  
GLEN ROCK UNIT (hereinafter called the "Association").

ARTICLE I  
RECOGNITION

A. The Borough recognizes the Association for the purposes of collective negotiations as the exclusive representative of all full-time members of the Department regularly and normally employed by the Borough as Patrolmen, Sergeants and Lieutenants, excluding however the Chief of Police and the Captain, and temporary Patrolmen, who have not completed the probationary period. Excluded specifically are school crossing guards, special Patrolmen, constables, marshalls, reserve policemen, police dispatchers and all other employees of the Borough.

B. Reference to males shall include female Police Officers. Reference to "Police Officer" or "employee" as used herein, shall be defined to include the plural as well as the singular.

ARTICLE II

ASSOCIATION REPRESENTATIVES

A. The Borough recognizes the right of the Association to designate two (2) representatives and one (1) alternate for the enforcement of this Agreement. The Association shall furnish the Borough in writing the names of the representatives and the alternate, and notify the Borough of any changes.

B. The authority of the representatives and alternate, so designated by the Association, shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

2. The transmission of such messages and information which shall originate with, and/or authorized by the Association or its officers.

C. The designated Association representatives shall be granted time off with pay during working hours to investigate and seek to settle grievances, and to attend all meetings and conferences on collective negotiations with employer officials, provided said meetings or conferences are scheduled by the Department.

ARTICLE III

MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;

4. To establish a code of rules and regulations of the Department for the operation of the Department.

B. Nothing contained herein shall be construed to deny or restrict the Borough in its exclusive right to administer the Department and control the work of its personnel, nor to deny or restrict the Borough in any of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or ordinances.

ARTICLE IV

DATA FOR FUTURE BARGAINING

A. The Borough agrees to make available to the Association all relevant public data the Association may require to bargain collectively.



## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department, and having the grievance adjusted without the intervention of the Association.

#### B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of this Agreement and of those policies, agreements or administrative decisions which affect the terms and conditions of employment of employees covered under this Agreement and may be raised by an individual, the Association on behalf of and at the request of an individual or group of individuals, or the Borough.

#### C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

a. An aggrieved employee shall institute action under the provisions hereof within five (5) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate superior, for the purpose of resolving the matter informally. Failure to act within the said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

b. The immediate superior shall render a decision within five (5) calendar days after receipt of the grievance.

STEP TWO:

a. In the event the grievance is not settled through Step One and involves an alleged violation of this Agreement only, the same shall be reduced to writing and filed with the Deputy Chief, or his designee, within three (3) calendar days.

b. The Deputy Chief, or his designee, shall render a decision in writing within five (5) calendar days after the grievance was first presented to him.

STEP THREE:

a. In the event the grievance has not been resolved through Step Two, then within three (3) calendar days following the determination of the Deputy Chief or his designee, the matter may be submitted, in writing, to the Chief of Police.

b. The Chief, or his designee, shall render a decision in writing within twelve (12) calendar days after the grievance was first presented to him.

STEP FOUR:

a. If the aggrieved wishes to appeal the decision of the Chief of Police, or his designee, the grievance shall be presented in writing to the employer's Governing Body or its delegated representative, within seven (7) calendar days from the date of the Chief, or his designee's decision. The Governing Body, or its representative, shall provide a decision in writing within fourteen (14) calendar days of the receipt of the written grievance.

STEP FIVE:

Arbitration:

a. If the grievance is not settled through Steps One, Two, Three or Four, either party may refer the matter to the New Jersey State Board of Mediation within fourteen (14) calendar days after the determination by the Governing Body, or its representative. An arbitrator shall be selected pursuant to the rules of the New Jersey State Board of Mediation.

b. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

Article V - Grievance Procedure (continued):

c. The cost for the services of the arbitrator shall be borne equally between the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

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

ARTICLE VI  
INVESTIGATION OF POLICE OFFICERS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward

shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

ARTICLE VII

SENIORITY

A. Seniority is defined to mean the accumulated unbroken length of service with the Department computed by time in grade for each rank. In the event time in grade cannot be determined by date of rank, then, in that event, time in service by date of appointment shall apply. An employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

B. Principles of seniority shall apply to layoffs and recall.

ARTICLE VIII  
PERSONNEL FILES

A. A separate personnel history file shall be established and maintained for each employee covered by this Agreement. Personnel history files are confidential records and shall be maintained by the Chief of Police.

B. Any member of the Police Department may, by appointment, review his personnel file but this appointment for review must be made to the Chief of Police, or his designated representative.

C. 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. In the event the officer wishes to file a rebuttal, he must do so in writing within fifteen (15) days of receipt of a copy of the written complaint.

D. All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, except upon agreement by the parties.



ARTICLE IX

SAFETY AND HEALTH

A. The employer shall, at all times, maintain working conditions to insure maximum safety for all employees and shall provide employees with appropriate equipment and devices toward that end.

ARTICLE X

YEARLY CALENDAR

A. Except as otherwise modified by this Agreement, the present calendar shall remain in full force and effect.

B. The calendar showing the yearly schedule rotations and assignments shall be posted at a conspicuous location and available for review by employees no later than January 15th of the schedule year, or the date of the signing of this Agreement, whichever is later.

C. Vacations are selected pursuant to the Agreement and shall be fully shown and included upon the posting of the yearly calendar as set forth in this Article.

ARTICLE XI

POLICE VEHICLES

A. All regular, marked police vehicles purchased after the execution of this Agreement shall be a standard sized vehicle with a standard police package. Such vehicles shall contain the following equipment: automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic trunk release, 12 guage shotgun, roof rack with electronic siren and lights, oxygen, first aid kit and flares.

ARTICLE XII

FACILITIES

A. All Police Headquarters shall have adequate air conditioning heating, hot water, sanitary facilities, reasonable private locker rooms and adequate facilities for eating.

ARTICLE XIII

NO-STRIKE PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the Borough's department and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full and proper performance of the employees' duties of employment), work stoppage, slowdown or walkout against the Borough.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, or such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Borough to take appropriate disciplinary action including, but not limited to, discharge in

accordance with applicable law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE XIV

PENSIONS

A. The employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

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

ARTICLE XV  
CEREMONIAL ACTIVITIES

A. In the event a police officer in another Department in the State of New Jersey is killed in the line of duty, the employer will permit at least two (2) uniformed off duty police officers of the Department to participate in funeral services for the said deceased police officer.

B. Subject to the availability of the same, the employer will permit a Department police vehicle to be utilized by the members in the funeral service.

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



ARTICLE XVI  
BULLETIN BOARD

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

B. 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.

C. No matter may be posted without receiving permission of the officially designated Association representative.

ARTICLE XVII

LEAVE OF ABSENCE

A. All permanent full time employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed one hundred twenty (120) working days.

B. The employee shall submit in writing all facts bearing on the request to the Chief of Police, or his designated representative, who shall append his recommendations and forward the request to the governing body. The governing body shall consider each case on its merits and without establishing a precedent. A denial shall not be the subject of a grievance.

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

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

E. Seniority shall be retained during all leaves.

ARTICLE XVIII

WORK INCURRED INJURY

A. Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue such employ at full pay, for a period not to exceed one (1) year, 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.

B. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the employer may reasonably require the said employee to present such certificates from time to time.

C. 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 by obtaining a Judgment in the Division of Workmen's Compensation, or by the final decision of the last reviewing Court shall be binding upon the parties.

D. For the purposes 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.

E. In the event a dispute arises as to whether an absence shall be computed or designated as a sick leave, or as an injury or duty, the parties agree to be bound by the decision of an appropriate Workmen's Compensation Judgment, or, if there is an

appeal therefrom, the final decision of the last reviewing Court.

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

ARTICLE XIX

WORK IN HIGHER RANK

A. When an employee works in a higher rank for thirty (30) consecutive work days or more, he shall receive the pay of that higher rank in which he is working and the employer shall not defeat the intent of this clause by shifting two (2) or more employees to cover the higher rank in question.

ARTICLE XX

PRIORITY FOR OVERTIME

A. Overtime for regularly scheduled shifts and details will be offered to regular full-time employees of the Department first, in an order of preference based upon a rotating seniority roster.

B. The purpose of this section is to equalize overtime among employees and the same shall not be defeated by the employer's selection of special persons for special details, except as set forth herein.

C. There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interests of the employer to by-pass an employee or employees on the seniority list. While this Agreement contemplates special situations as noted herein, it is agreed and understood that such by-passed employee or employees must become next on the list for the purposes of the overtime roster.

D. In the event seven (7) names of the seniority roster refuse overtime, the Chief, or his designee, shall have the right to assign overtime as appropriate.

E. Such overtime will be offered to persons other than full-time employees only if it has first been refused by each member on the seniority roster aforementioned.

F. With regard to what is commonly known as school or special details, such as ball games and dances and other

Article XX - Priority for Overtime (continued):

similar details, it is agreed that the employer will attempt to obtain full-time employees of the Police Department to work said details, and will make an offer of such details to the regular full-time employees on the basis of the rotating seniority roster.

G. It will be the obligation of the employees to set up their own roster for school or special details.

ARTICLE XXI

RECALL

A. Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at the rate of time and one-half (1-1/2) the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.

B. The minimum guarantee of two (2) hours work or pay in lieu thereof shall not apply to recall which is contiguous with the employee's regular work day. In such event, the employee shall be paid at the rate of time and one-half (1-1/2) for work after the conclusion of the regular work day or up to the commencement of the regular work day.



ARTICLE XXII

STAND-BY TIME

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

B. The same rule shall apply when an employee receives a subpoena referred to as an "on call subpoena", pursuant to their duties as a police officer.

ARTICLE XXIII

TRAINING

A. The present practice of sending employees covered by this Agreement to required training courses during their tours of duty, or in the alternative, giving them equivalent time off, shall continue.

ARTICLE XXIV

COURT TIME

A. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or administrative bodies, pursuant to his duties as a police officer.

B. All such required Court time shall be considered as overtime and shall be compensated at the time and one-half (1 1/2) hourly rate as paid overtime compensation.

C. 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 paragraph A of 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 employer's Police Headquarters and the pertinent Court or administrative body.

D. The amount of overtime to which an employee may be entitled to under this Article shall be the actual time required, including waiting time in the Court or administrative body, together with any applicable travel time, provided however, that the employee's entitlement to overtime under this Article shall not be less than one and one-half (1 1/2) hours of overtime pay at the time and one-half (1 1/2) rate.

ARTICLE XXV

HOURLY RATE

A. To compute the base hourly rate of an employee for overtime or other purposes, the employee's yearly base salary shall be divided by 2080 hours.

ARTICLE XXVI

WORK DAY, WORK WEEK AND OVERTIME

A. The normal work day tour shall be eight (8) consecutive hours in a twenty-four (24) hour period, which shall include within the eight (8) hour span, appropriate meal and rest periods pursuant to prior practices.

B. There shall be a minimum of sixteen (16) hours between consecutive work day tours, except upon the twenty-eight (28) day tour rotation and in emergency situations as determined by the Chief of Police.

C. Work in excess of the employee's basic work week or tour for a day is overtime.

D. Overtime shall be paid as paid overtime compensation at the time and one-half (1-1/2) rate.

ARTICLE XXVII

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 County of Bergen, which would have been taken by an Officer on active duty 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 Officer, 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 XXVIII

MILEAGE ALLOWANCE

A. Whenever an employee shall be required to use his personal vehicle in any job-connected capacity, he shall be entitled to an allowance of ten cents (~~10¢~~) per mile.

18.5

ARTICLE XXIX

SALARIES

A. The base annual salaries of all employees covered by this Agreement shall be as set forth in Appendix A.

B. The base annual salaries for the period covered by this Agreement shall be deemed to be retroactive to January 1, 1980, and any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.



ARTICLE XXX

LONGEVITY

A. In addition to the annual salary schedules contained in Appendix A, compensation will be paid based on the length of continuous service of all personnel.

B. Such longevity compensation shall be calculated at the rate of two percent (2%) of the annual salary for each completed four (4) years of service, with two percent (2%) to be paid after four (4) years of service; four percent (4%) after eight (8) years of service; six percent (6%) after twelve (12) years of service; eight percent (8%) after sixteen (16) years of service; ten percent (10%) after twenty (20) years of service; and twelve percent (12%) after twenty-four (24) years or more of service.

C. No employee shall receive, pursuant to paragraph "B", more than the following "cap" amounts:

Patrolmen	-	\$2,000.00 per annum
Sergeants	-	\$2,100.00 per annum
Lieutenants	-	\$2,200.00 per annum

D. Such longevity compensation computed on an annual basis, shall be included in the regular salary payment check and will take effect in each instance on January 1st or July 1st next following the anniversary date for which the longevity compensation is earned or is increased.

E. For purposes of calculating longevity payments, the date of hire as a probationary Patrolman shall be considered the starting date in such computations.

ARTICLE XXXI

UNIFORM ALLOWANCE

A. Each new employee shall receive from the employer, free of charge, in lieu of a clothing allowance, a complete uniform.

B. During 1980, each employee of the bargaining unit shall be entitled to a maximum of two hundred fifty (\$250.00) dollars as a clothing allowance. During 1981, each employee of the bargaining unit shall be entitled to a maximum of three hundred (\$300.00) dollars as a clothing allowance. Payments made under this Article shall be by the voucher system.

C. This payment shall be made to plain-clothed, as well as uniformed employees.

D. If the employer decides to change the uniform, or any part thereof, it shall provide to each employee, free of charge, any such changed items; however, such employer-directed change shall not diminish the clothing allowance set forth in this Agreement.

E. An employee's uniform or personal equipment, which are required by him in his capacity as a police officer, which may be damaged as a result of a single episode during the course of his employment, shall be replaced at the expense of the employer, except where such damage is caused by the negligence of the employee. Any such payments or equipment made under this paragraph shall be in addition to the employee's annual clothing allowance otherwise referred to in this Agreement, and shall be made to the employees within thirty (30) days of reporting same.

ARTICLE XXXII

EDUCATIONAL INCENTIVE

A. The Borough will provide additional compensation at the rate of Eighteen (\$18.00) Dollars for each college credit or point earned on or after the effective date of this Agreement, when such credits or points are awarded by an accredited school, college or university for such courses related to police work as approved by the Borough.

B. Said compensation will be paid in one (1) installment annually, in the first salary check of the year following the accreditation or increase and accreditation of the employee.

C. The foregoing will be paid on a retroactive basis for credits earned after, but not before, the beginning of this program in 1969, including credits leading to a Master's Degree. It shall not include, however, courses taken at the Bergen County Police Academy.

D. Such compensation will be limited to Twenty Three Hundred Forty (\$2,340.00) Dollars per year for each member of the Department.

E. No employee hired after January 1, 1977, shall ever receive any payment for any credits earned before or during the first three (3) years of completed service with the Borough of Glen Rock.

ARTICLE XXXIII

VACATIONS

A. The vacation allowance shall be as set forth in this Agreement in Appendix B.

B. When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.

C. If an employee is on vacation and becomes sufficiently ill so as to require hospitalization, he may have such period of hospitalization and the same amount of days that required hospitalization as a post-hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

D. No employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet an emergency confronting the employer.

E. Vacations may be taken in full day segments at the option of the employee, but subject to the needs of the Department. During the period from Independence Day through Labor Day, no employee shall take more than two (2) consecutive weeks of vacation.

F. The number of holidays that a police officer is entitled to shall not be diminished by reason of a holiday falling during their vacation.

Article XXXIII - Vacations (continued):

G. Vacation shall be selected on a rotating seniority basis which shall be established by the Department. Once an employee has selected two (2) or more consecutive days of facation under this clause, the next senior man shall make his selection, and so on, until the seniority list is exhausted, at which time the process shall be continued.

ARTICLE XXXIV

SICK LEAVE

A. As used in this Article, "sick leave" shall mean paid leave that may be granted to all covered personnel, who, through sickness or injury, become mentally or physically incapacitated to a degree that makes it impossible for them to perform the duties of their position, or who are quarantined by a physician because they have been exposed to a contagious disease.

B. A certificate from the employee's and/or employer's doctor may be required as sufficient proof of the need for sick leave.

C. All covered personnel shall accumulate sick leave on the basis of twenty (20) days of sick leave per year. All covered personnel shall begin with five (5) days of sick leave for every three (3) months of employment, from the date of their appointment, but shall not exceed one hundred twenty (120) days. Sick leave shall be accumulated from year to year, but not to exceed one hundred twenty (120) days of earned sick leave. At the time of separation due to retirement, each employee shall be compensated on the basis of one-half (1/2) day per full day of sick leave accumulated and not previously used. (All days herein referred to shall be working days).

D. The Borough shall provide disability insurance for all covered personnel, which would take effect on the 91st calendar day of the covered employee's sickness. The foregoing policy will provide disability benefits of 60% of the monthly full-time salary, with a maximum of one thousand (\$1,000.00) dollars per month.

Article XXXIV - Sick Leave (continued):

E. When a covered member of the bargaining unit is sick for more than ninety (90) calendar days, and the disability policy shall commence paying benefits, the Borough may discontinue its payment of wages until the employee returns to his employment. Sick days taken by the covered personnel after the 90th day shall not be considered in determining sick days under paragraph C of this Article.

ARTICLE XXXV

HOLIDAYS

A. All covered personnel shall receive twelve (12) holidays per annum, six (6) days of which may not be worked and six (6) days of which may be worked, with additional compensation at the straight time rate for all such days worked, with all of the above scheduled in accordance with existing procedure.



ARTICLE XXXVI

BEREAVEMENT LEAVE

A. All permanent full-time employees covered by this Agreement shall be granted leave without loss of pay, not to exceed three (3) calendar days following the death of a member of his immediate family.

B. Immediate family shall be defined, for the purposes of this Article, as:

1. The employee's spouse, child, parent, brother or sister.
2. The child, parent, brother or sister of his spouse.
3. A relative living under the same roof.

ARTICLE XXXVII

MEDICAL COVERAGE

A. Hospitaliation:

The Borough will continue to provide the hospitalization and major medical benefit program presently being provided to the P.B.A. In addition to the foregoing, the Borough will provide the same hospitalization and major medical coverage received by the full-time members of the Department to members who have retired or who do retire from the Department during the term of this Agreement provided, however, the right of a retired member to such hospitalization and major medical coverage shall be subject to the following:

1. The retired member shall have had twenty-five (25) years of accredited service prior to retirement.

2. He shall have attained the age of 51 years prior to the time of his retirement.

3. In the event the retired member, after retirement, becomes employed by an employer who makes available to him a hospitalization plan, whether contributory or non contributory, the obligation of the Borough to continue to cover such retired member in the Borough's hospitalization program shall cease and he shall not be again eligible for coverage under the Borough's program.

4. In the event a retired member, after retirement, becomes gainfully self-employed in excess of twenty (20) hours per week, the obligation of the Borough to continue to cover such retired member in the Borough's hospitalization program shall cease

and he shall not be again eligible for coverage under the Borough's program.

5. Upon written request of the Borough, any retired member, from time to time, will supply, under oath, such information relative to his employment, if any, and the availability of hospitalization from his employer, as the Borough may reasonably deem necessary as a condition for such retired member's continued participation in the Borough's hospitalization program.

B. The Borough will, as may be required by law or regulation, adopt such resolutions or ordinances necessary to make effective the hospitalization program for retired member.

C. Nothing herein, however, shall be deemed to limit a retired member's rights to hospitalization at the Borough's expense in the event the retirement is due to disability prior to the member having reached the age of 51 years and twenty-five (25) years of accredited service.

D. The Borough reserves the right to change carriers, so long as not less coverage is provided.

ARTICLE XXXVIII

INSURANCE

A. The employer will continue to provide existing insurance coverage to employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

B. The Borough agrees to pay any bond required as a result of any criminal charge against an employee by reason of the good faith performance of an employee's police duties.

C. The Borough reserves the right to change carriers, so long as not less coverage is provided.

ARTICLE XXXIX

LIFE INSURANCE

A. The Borough shall continue to provide, at its expense, a \$2,000.00 face amount life insurance policy for each member of the bargaining unit.

B. The Borough reserves the right to change carriers, so long as coverage remains the same.

ARTICLE XL

SHIFT CHANGES

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

ARTICLE XLI

P.B.A. BUSINESS

A. The Borough agrees to grant the necessary time off without loss of pay to one (1) member of the P.B.A. duly designated as State Delegate to attend the regular monthly meeting of the State P.B.A.

B. The Borough agrees to grant the necessary time off without loss of pay to the one (1) member of the P.B.A. selected by the membership as Delegate to attend the regular State and County Convention of the New Jersey Policemen's Benevolent Association.

ARTICLE XLII

NON-DISCRIMINATION

A. The Borough and the Association agree that there shall be no discrimination against any employee because of race, creed, color, sex or national origin.

B. The Borough and the Association agree that all police officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.



ARTICLE XLIII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XLIV  
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1980, and shall remain in full force and effect to and including December 31, 1981, without any reopening date. This Agreement shall continue in full force and effect thereafter, unless one party or the other gives notice, in writing, pursuant to the rules of the Public Employment Relations Commission of a desire to change, modify or terminate this Agreement.

In witness whereof, the parties hereto have set their hands and seals the date and year written above, at Glen Rock, New Jersey.

P.B.A. LOCAL #110,  
GLEN ROCK UNIT

BOROUGH OF GLEN ROCK,  
BERGEN COUNTY, NEW JERSEY

By: Michael Taylor

By: Charles W. Taylor  
MAYOR

ATTEST:  
Steven D. Oring

ATTEST:  
Robert H. Hershman

APPENDIX A  
ANNUAL BASE SALARIES

	<u>1980</u>	<u>1981</u>
A. <u>PATROLMEN</u>		
1. During first year (probation)	\$12,300	\$13,900
2. During second year	14,300	15,900
3. During third year	15,016	16,616
4. During fourth year	16,800	18,400
5. Fifth year - maximum (top)	20,750	22,350
B. <u>SERGEANTS</u>	21,950	23,550
C. <u>LIEUTENANTS</u>	23,150	24,750

APPENDIX B

Vacation Schedule

One (1) year of completed service, including probationary period	-	Ten (10) scheduled working days
After ten (10) years of service	-	Fifteen (15) scheduled working days
After twenty (20) years of service	-	Twenty (20) scheduled working days