

COLLECTIVE BARGAINING AGREEMENT

Between

BOROUGH OF DUMONT

And

PATROLMEN'S BENEVOLENT ASSOCIATION
(PBA) LOCAL 377 (DUMONT UNIT)

JANUARY 1, 2004 - DECEMBER 31, 2007

Law Offices of

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PREAMBLE

THIS AGREEMENT, made this 1ST day of February, 2004, by and between the BOROUGH OF DUMONT, a body politic and corporation of the State of New Jersey (hereinafter the "Employer"), and PATROLMEN'S BENEVOLENT ASSOCIATION (PBA) LOCAL 337 (DUMONT UNIT) (hereinafter the "PBA"), is effective as of January 1, 2004, and will terminate on December 31, 2007.

W I T N E S S E T H:

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

NOW, THEREFORE, it is agreed as follows:

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ARTICLE I

EMPLOYEES' BASIC RIGHTS

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

B. The Employer further agrees that it shall not discriminate against an employee with respect to hours, wages, or any terms or conditions of employment by reason of the employee's membership in the PBA and its affiliates and/or the employee's participation in any activities of the PBA and its affiliates, or collective negotiations with the Employer, or the institution of any grievance, complaint or proceeding under this

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Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

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ARTICLE II

EXCLUSIVITY OF PBA REPRESENTATION

The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but recognized PBA Local 377 (Dumont Unit) only with regard to the categories of personnel covered by the said memorandum of agreement during the term of this Agreement.

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ARTICLE III

PERSONAL EQUIPMENT

If an item of personal equipment is lost or damaged during the course of an employee's police action, the employee shall be reimbursed for same up to a maximum of Three Hundred Fifty Dollars (\$350) upon proof of the cost of the item.

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ARTICLE IV

EXISTING LAW

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

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ARTICLE V

PBA RECOGNITION

A. The Employer recognizes PBA Local 377 (Dumont Unit) only as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of employees employed by the Employer's Police Department, except those employees specifically excluded herein, i.e. the Chief of Police.

B. No employee shall be compelled to join the PBA, but shall have the option to voluntarily join the PBA.

C. The term "police officer" or "employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

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ARTICLE VI

PBA REPRESENTATIVES

A. The Employer recognizes the right of the PBA to designate representatives within the Department and alternates for the enforcement of this Agreement, provided they are members of the Dumont Police Department.

B. The PBA shall furnish the Employer in writing with the names of the representatives and alternates and notify the Employer of any changes.

C. The authority of the representatives and alternates so designated by the PBA 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; and

2. The transmission of messages and information which shall originate with, and is authorized by the PBA or its officers.

D. The designated PBA representative shall be granted time with pay during working hours to investigate and seek to settle formal grievances and to attend all meetings and

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conferences on collective negotiations with Employer officials.

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ARTICLE VII

RIGHTS OF EMPLOYEES

A. Members of the Force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

B. The security of the community depends to a great extent on the manner in which police officers perform their duty, and their employment is thus in the nature of a public trust.

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

D. Out of these contacts may come questions concerning the actions of the members of the Force.

E. These questions may require investigation by superior officers designated by the Chief of Police.

F. An investigation shall be conducted in the following manner:

1. 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, in which event reassignment of the member of the Force should be employed. If any time is lost, the member of the Force shall be compensated.

2. Interrogation 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. A member of the Force shall be informed of the nature of the investigation before interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the member of the allegation 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. Questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

5. A member of the Force shall not be subject to 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. The complete interrogation of a member of the Force shall be recorded mechanically or by the Department stenographer. There will be no "off-the-record" questions. Recesses called during questioning shall be recorded.

7. If a member of the Force is under arrest or is likely to be, i.e. 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. In all cases and at every stage of the proceedings, in the interest of maintaining the usual high morale of the Force, the Department shall afford the opportunity for a member of the Force, if he so requests, to consult with counsel and/or his PBA representative before being questioned concerning a violation of the Police Department Rules and Regulations during interrogation.

ARTICLE VIII

DATA FOR FUTURE BARGAINING

A. The Employer agrees to make available to the PBA all relevant data the PBA may require to bargain collectively.

B. The relevant data noted above shall include, but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty, and other data of a similar nature.

C. The Employer shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.

*For
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ARTICLE IX

SALARIES

A. The base annual salaries of employees covered by this Agreement are contained in Appendix A.

B. The base annual salary for the period covered by this Agreement shall, along with other economic items, be deemed payable as of January 1, 2004.

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ARTICLE X

WORK DAY, WORK WEEK AND OVERTIME

A. The normal work day tour shall be eight (8) hours, which shall include within the eight (8) hour span, thirty (30) minutes of meal time per day, and two (2) coffee breaks per day of fifteen (15) minutes each.

B. The experimental 6-3 schedule shall remain in full force and effect for the term of this Agreement and continue until a new agreement is executed by the parties. However, it is the understanding of the parties that the 6-3 schedule shall be subject to modification by an agreement between the parties based upon the resulting cost.

C. Work in excess of the employee's basic 6-3 work period or daily tour of duty shall generate overtime and be paid at the rate of time and one-half.

D. Overtime compensation shall be paid at the rate of time and one-half.

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ARTICLE XI

HOURLY RATE

To compute the base hourly rate of an employee for overtime and other purposes, the employee's annual base salary, annual longevity payment, and annual holiday pay shall be added together and the sum divided by two thousand eighty (2080) hours.

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ARTICLE XII

COURT TIME

A. Court time, as referred to in this Article, shall consist of time, excluding regular tours of duty, during which an employee covered under this Agreement shall be required to attend Municipal Court, County Court, Superior Court or Grand Jury proceedings, or proceedings in other Courts or Administrative Bodies.

B. Such required court time is considered overtime and shall be compensated at time and one-half.

C. When an employee covered under this Agreement is required to travel to and from the Courts or Administrative Bodies noted in this Article, the 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 is 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 under this Article shall be the actual time required, including waiting time in the Court or Administrative Body, together with applicable travel time; provided, however, that

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the employee entitlement to overtime under this Article shall not be less than two (2) hours of overtime pay.

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ARTICLE XIII

TRAINING PAY

The Employer agrees to compensate employees covered under this Agreement at the time and one-half rate for attending required training courses, approved by the Employer, on their own time.

ARTICLE XIV

STANDBY TIME

Standby time shall be considered time worked if the Employer requires the employee to remain in a fixed location.

ARTICLE XV

RECALL

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

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ARTICLE XVI

SHIFT CHANGES

A. The Employer agrees that it will not unreasonably adjust shifts so as to avoid overtime payment to employees covered under this Agreement, and shift changes shall not occur without giving affected employees forty-eight (48) hours notice.

B. The Chief of Police or his delegate has the right to adjust shifts without providing forty-eight (48) hours' notice in cases of disaster or recognized emergency situations. Emergency as used herein shall include unusual conditions caused by any circumstances or situations, including shortages in personnel of the Police Department or Force caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of the public is endangered or imperiled, as shall be determined within the sole discretion of the officer, board or official having charge of the Police Department or Force in any municipality. The Employer agrees that the adjustment of shifts provision of forty-eight (48) hours' notice will not be unreasonably or arbitrarily applied.

ARTICLE XVII

LONGEVITY

A. In addition to wages and other benefits, each employee shall be entitled to a longevity payment. This payment shall be two percent (2.0%) of the annual base salary for each consecutive four (4) years of municipal service for the Employer, except that in no case shall the sum exceed twelve percent (12.0%) of the employee's base salary. This sum shall be included as part of regular salary installments and be subject to retirement system deduction.

B. Disbursements for longevity shall be paid on a bi-weekly basis to employees entitled to same.

C. The longevity schedule for Police Officers hired on or after October 26, 2001 shall read as follows:

9-12	4%
13-16	6%
17-20	8%
21-24	10%
25+	12%

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ARTICLE XVIII

UNIFORMS

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

B. Thereafter, the Employer will pay each employee, during the term of this Agreement, the sum of Seven Hundred Dollars (\$700) as a clothing allowance payable the first pay period in May.

C. This payment shall be made to plainclothed as well as uniformed employees.

D. If the Employer decides to change the uniform or any part thereof, it shall provide any such changed items to each employee free of charge.

E. Utilization of the above section shall not diminish the clothing allowance set forth in this Agreement.

F. An employee's uniform or personal equipment, required by the employee in his capacity as a police officer, which may be damaged as the result of a single episode during the course of his employment, shall be replaced at the expense of the Employer with the approval of the Chief of Police and Police



Commissioner, except where such damage is caused by the negligence of the employee.

G. Payments made under the above section shall be in addition to the employee's annual clothing allowance otherwise referred to in this Agreement and shall be made to the employee within thirty (30) days of the reporting of same.

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ARTICLE XIX

PBA REPRESENTATIVES

A. The Employer agrees to grant the necessary time off, without loss of pay, to one member of the PBA, or alternate selected by the members of the PBA, as the delegate to attend a State or National Convention of the New Jersey Policemen's Benevolent Association. Further, the Employer agrees to grant the necessary time off, without loss of pay, to the PBA representative duly designated as the State delegate to attend the monthly State PBA meetings.

B. In addition to other meetings to which a PBA representative or alternate has the right to attend, the PBA representative or alternate shall be entitled to attend three (3) additional meetings per annum.

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ARTICLE XX

VACATIONS

A. With the exclusion of police officers hired after January 1, 1989, present members of the Police Department shall receive annual vacations with pay according to the following service schedule:

1. Less than Six Months	0 Days
2. Six Months to One Year	5 Working Days
3. One Year to Five Years	10 Working Days
4. Five Years to Ten Years	15 Working Days
5. Ten Years to Fifteen Years	20 Working Days
6. Fifteen Years to Twenty Years	25 Working Days
7. Twenty Years to Twenty-Five Years	30 Working Days
8. Twenty-Five or More Years	35 Working Days

B. The seventh (7th) week vacation for police officers hired after January 1, 1989 is eliminated.

C. When, in any calendar year, a vacation or any part thereof is not granted by reason of pressure of police activity, the vacation period not granted shall accumulate and shall be granted during the next succeeding year with the approval of the Chief of Police or the Police Commissioner.

D. If an employee is on vacation and becomes sufficiently ill so as to require hospitalization for four (4) days or more, the employee may have such period of illness and post-hospital recuperation period charged against sick leave at his option



upon proof of hospitalization and a physician's certificate.

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

F. Not more than one-half of vacation time to which each member is entitled may be taken in daily segments annually.

ARTICLE XXI

PERSONAL LEAVE

A. Each employee shall have three (3) personal leave days per year. For purposes of this Article, an employee shall not be required to advise his superior of the reason for a personal leave day.

B. Employees must give the Chief of Police twenty-four (24) hours' notice of their intention to take a personal leave day and must receive approval from the Chief of Police to insure that the Employer has adequate personnel on hand to perform all necessary functions.

ARTICLE XXII

HOLIDAYS

A. Employees covered under this Agreement shall be entitled to receive thirteen (13) paid holidays per year.

B. The holidays for which the members are entitled to be paid are as follows:

New Year's Day
Martin Luther King Jr.'s Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

ARTICLE XXIII

SICK LEAVE

A. The sickness and sick leave policy shall be maintained as provided for in Ordinance No. 690.

B. Employees hired after October 26, 2001 shall receive (12) days annually through the year in which top step salary is reached and fifteen (15) days thereafter.

ARTICLE XXIV

WORK-INCURRED INJURY

A. When an employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue the employee at full pay during the continuance of the employee's inability to work. During this period of time, temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

B. An 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 employee to present such certificates from time to time.

C. In the event an 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 Workers' Compensation by the final decision of the last reviewing Court. The decision or judgment shall be binding upon



the parties.

D. For the purpose of this Article, injury or illness incurred while an employee is acting under the Employer's authorized activity shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence should be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of the Workers' Compensation judgment or, if there is an appeal therefrom, by 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.

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ARTICLE XXV

BEREAVEMENT LEAVE

A. A permanent full-time employee covered under this Agreement shall be entitled to five (5) days' leave with pay upon the death of a member of the employee's immediate family.

B. The immediate family shall include children, parents, brothers, sisters and grandparents of the employee or employee's spouse and such other relatives as may be approved by the Chief of Police or Police Commissioner.

C. Funeral leave shall not be charged against an employee's vacation or sick leave.

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

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



ARTICLE XXVI

LEAVE OF ABSENCE

A. A permanent full-time employee covered under this Agreement may be granted a leave of absence, without pay, for a period not to exceed ninety (90) working days.

B. An employee shall submit in writing all facts bearing on the employee's request to the Chief of Police or designee, who shall append his own recommendations and forward the employee's request to the governing body. The governing body shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny the employee's request for a leave of absence.

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

D. At the expiration date of a leave of absence, an employee shall be returned to the position from which he was on leave.

ARTICLE XXVII

MEDICAL COVERAGE

A. The Employer will provide and pay for the existing Blue Cross, Blue Shield, Rider J and Major Medical policies for employees covered under this Agreement and their families. Medical plans presently in existence shall be maintained. The Borough may change insurance carriers so long as substantially equivalent medical benefits are provided. Absent an emergency, the Borough shall provide at least (60) days notice of any change in insurance carriers to the PBA before any change may be implemented, and upon request, provide the PBA with a detailed summary of the new plan as soon as possible thereafter but no less than 30 days before implementation of the new plan.

B. Increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

C. The Employer shall continue to reimburse an employee covered under this Agreement who retires after, at least, twenty-five (25) years of service for health benefits covered under this Article until age sixty-five (65). The covered employee shall submit proof of payment before reimbursement can be made.

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D. The Employer shall provide full dental coverage under the family plan of the Delta Dental Plan of New Jersey, Inc. to covered employees.

E. Orthodontic benefits are subject to a maximum payment of Five Hundred Dollars (\$500). The benefits encompass individual and family plans applicable to the employee.

F. The Employer shall provide an optical plan with a maximum of One Hundred Dollars (\$100) per employee, as an individual. The Treasurer will reimburse the covered employee on submission of proof of payment.

G. Those covered employees not eligible to receive Medicare benefits commencing at age sixty-five (65), because they or their spouses are not enrolled in Social Security, will receive an alternate equivalent plan paid for solely by the Employer. Payment will be provided through the form of a reimbursement. The eligible retiree will first purchase the plan, then submit proof of payment to the Employer.

ARTICLE XXVIII

LIFE INSURANCE

The Employer will provide, at its own cost and expense and without cost to the employee, a life insurance policy in the face amount of Five Thousand Dollars (\$5000) per employee, with a double indemnity provision.

ARTICLE XXIX

BULLETIN BOARD

A. The Employer will supply one bulletin board for the use of the PBA to be placed in a conspicuous location.

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

C. No matter may be posted without obtaining the permission of the officially designated PBA representative.

ARTICLE XXXI
PERSONNEL FILES

- A. A separate personal history file shall be established and maintained for each employee covered under this Agreement. Personnel files of covered employees shall be maintained in the Office of the Chief of Police or designee.
- B. A member of the Police Department may, by appointment, review his personnel file, but the appointment for review must be made through the Chief of Police or designee.
- 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. The officer shall be given the opportunity to rebut the written complaint if he so desires, and he shall be permitted to place such rebuttal in his personnel file.

ARTICLE XXXII

MILITARY LEAVE

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

ARTICLE XXXIII

NIGHT DIFFERENTIAL

Each member of the bargaining unit shall receive Six Hundred Dollars (\$600) per year as night differential.

ARTICLE XXXIV

PENSION

A. The Employer shall provide pension and retirement benefits to employees covered under this Agreement pursuant to the provisions of the Statutes and Laws of the State of New Jersey.

B. The Employer will pay to the appropriate police retirement fund all amounts which the fund will accept on account of payments made to employees pursuant to this Agreement.

C. 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 dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

ARTICLE XXXV

GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a claim by a police officer that, as to him/her, there has been inequitable, improper or unjust application, interpretation, violation, modification or change of a policy, agreement or administrative decision affecting the terms and conditions of his/her employment. A grievance, to be considered under the procedure, must be initiated by the police officer within fifteen (15) calendar days after the event which gave rise to the grievance.

2. An "aggrieved person" is the person(s) making the claim.

3. A "party in interest" is the person(s) making the claim, and a person who might be required to take action, or against whom action might be taken in order to resolve the claim. At Level Two and above, the party in interest shall include the PBA or its representative.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to problems which may from time to

time arise affecting the terms and conditions of a police officer's employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the proceedings.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One

A police officer with a grievance shall submit the grievance in writing to the Chief of Police either directly or through the PBA's designated representative, with the objective of resolving the matter informally. The Chief of Police's response to the police officer's grievance shall be in writing.

3. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been made by the Chief of Police within five (5) working days after presentation of the grievance, the aggrieved person may

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file the grievance in writing with the Police Committee or the Mayor and Council and with the Chairman of the PBA's Professional Committee. The Police Committee or the Mayor and Council shall review the grievance and supporting material submitted to them. The Police Committee or the Mayor and Council shall discuss the issue with all of the parties in interest present and shall render a written decision within ten (10) working days after the filing of the grievance with the Police Committee.

4. Level Three

If an aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within the aforesaid ten (10) working days, the aggrieved person may appeal to the Mayor and Council by filing a written request that the Mayor and Council hear the matter. At the same time the aggrieved person files his documentation with the Mayor and Council, he shall give notice of such appeal to the Chief of Police and any other party in interest. The Mayor shall determine whether to schedule the hearing for an executive session at the next regular meeting of the Mayor and Council or at a special meeting of the Mayor and Council, either of which



shall be no later than ten (10) working days after the date of receipt of the written request. The Mayor and Council shall review the case and render a written decision within one (1) month from the date of the receipt of the written request.

5. Level Four - Arbitration

a. If no satisfactory resolution of a grievance is reached at Level Three, which alleges that there has been a violation of the express written terms of this Agreement then, within twenty (20) calendar days, the grievance may be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of PERC. The decision of the arbitrator shall be final and binding upon the parties. The general expenses of such arbitration shall be borne equally by the parties, except that each party shall bear the expense of its own representatives and witnesses.

b. The arbitrator shall have no authority to add to or subtract from the Agreement nor shall he have authority to rule on grievances which concern the interpretation, application or alleged violation of the Employer's policies and administrative decisions affecting the

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terms and conditions of employment or of statutes and regulations setting forth the terms and conditions of employment.

c. 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. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the arbitrator not to accept or to decide a matter in dispute that is subject to the Civil Service Commission's review and decision.

d. Nothing herein shall be construed as restricting the right of an employee or group of employees to present their problems or requests directly to their supervisor; or a group of employees shall have the right at any time to present grievances to the appropriate Employer representative and to have such grievances adjusted, without the intervention of the negotiating representative, so long as the adjustment is not inconsistent with the terms of the collective negotiating

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contract or agreement then in effect; further, that the negotiating representative has been given the opportunity to be present at such adjustment.

e. Nothing contained herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing a grievance at any step in the grievance procedure. The failure to respond to any level within the time limits provided shall be deemed a denial of the grievance at that step.

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ARTICLE XXXVI

SAVINGS

A. It is understood and agreed that if a portion of this Agreement or the application of this Agreement to a person or circumstances shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

B. If a provision is so invalidated by statute, the Employer and the PBA will meet for the purpose of negotiating changes made necessary by applicable law.

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ARTICLE XXXVII

MANAGEMENT RIGHTS

A. Except as otherwise provided herein and subject to applicable law, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitutions of the State of New Jersey and of the United States of America including, but without limitation thereto, the following rights:

1. To the executive management and the administrative control of the Employer's government and its properties and facilities and the activity of its employees;

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

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

4. To take whatever action may be necessary to carry out the mission of the governing body in cases of emergency.

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B. It is understood by the parties that the governing body, not the employees, possesses both the authority and responsibility for governing the community as provided by law.

C. Nothing herein shall be construed to deny or restrict either party of, or in its rights, responsibilities and authority under N.J.S. Titles 11, 34, 30 and 40A, or any other national, state, county, or any other applicable law.

D. Neither the PBA nor its members shall engage in a job action, strike, work stoppage, sit-down, slow-down, sick-call action, boycott or any other forms of interference with the Employer's operations during the term of this Agreement.

E. The Employer reserves the right to establish policy of the Department and shall further have the power to:

1. Maintain the efficiency of the Employer's operations entrusted to it;
2. Determine methods, means and personnel by which the Employer's operations are to be controlled;
3. Adopt policies, rules, regulations and practices in the furtherance thereof and the use of judgment and discretion in connection therewith.



ARTICLE XXXVIII

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 to the following:

1. An action taken by a member of the Force on the member's time off, which would have been taken by an officer on active duty if present or available, shall be considered a police action, and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

2. Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed off-duty police officers, and further recognizing the weighty responsibility and hazards confronting armed off-duty police officers, the Employer agrees to pay such employees a sum in addition to the regular and periodic payments the employees receive in the following amount: One Dollar (\$1) per year for off-duty time.

*Jer
JW*

ARTICLE XXXIX

MILEAGE ALLOWANCE

Whenever an employee shall be required to use his personal vehicle in a job-connected capacity, he shall be entitled to an allowance of Fifteen Cents (15¢) per mile.

*per
JW*

ARTICLE XL

MATERNITY LEAVE

A. A maternity leave not to exceed six (6) months without pay shall be granted at the request of a female employee.

B. Maternity leave may be extended or renewed for a period not to exceed six (6) months without pay at the request of a female employee.

A handwritten signature in dark ink, appearing to be 'J.R. [unclear]', is written over the page number.

ARTICLE XLI

SAFETY AND HEALTH

The Employer shall at all times maintain existing working conditions to insure maximum safety for employees and shall provide employees with the appropriate equipment and devices toward this end, including safety cages in all police vehicles.

ARTICLE XLIII
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 be available for review by employees no later than February 1st of the year in question.

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

ARTICLE XLIII

NO WAIVER

A. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

B. This Agreement is not intended and shall not be construed as a waiver of a right or benefit to which Employees herein are entitled by law.

ARTICLE XLIV

UNIFORM REGULATIONS

A. While the parties agree that a full and complete uniform and the use thereof by an Employee has an affirmative impact upon an officer's image, it is recognized that the use of the police hat while riding in a patrol vehicle can cause inconvenience and discomfort to the Employee.

B. The parties, therefore, agree that an Employee may remove his uniform hat while riding in an official patrol vehicle.

ARTICLE XLV

FACILITIES

Police quarters (including the desk area and locker rooms) shall have adequate air conditioning, heating, hot water, sanitary facilities, and reasonably private locker rooms.

61 *[Handwritten signature]*

ARTICLE XLVI

TERMINAL LEAVE

The present terminal leave program in effect shall be maintained, as prescribed in Ordinance No. 690.

J. S. W.

ARTICLE XLVII

SENIORITY

Traditional principles of seniority shall apply to employees covered under this Agreement. Such principles shall apply to layoff, recall, transfer and other similar acts. Seniority is defined to mean the accumulated length of service with the Department. 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 or 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 a physician mutually acceptable to the parties.

63 JER
JW

ARTICLE XLVIII

IN-SERVICE TRAINING

A. Each Employee covered under this Agreement shall be entitled to attend at least two (2) in-service training courses, as approved by the New Jersey State Police Training Commission, during the calendar year. Whenever possible, notice of available courses shall be posted in a conspicuous location within Police Headquarters at least two (2) weeks in advance of the commencement of the course. Selection of courses shall be based upon a rotating seniority roster, except in those circumstances where the Employee's specialized function within the Department dictates otherwise (e.g. juvenile officers would have preference, regardless of the existing roster, for courses directly applicable to juvenile work).

B. Each member of the Department attending school pursuant to this Article shall be reimbursed for all expenses incurred.

64 JER
DW

ARTICLE XLIX

TERM OF CONTRACT

A. The Employer agrees that all benefits, terms and conditions of employment relating to the status of Borough of Dumont police officers, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

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

65 *JP*
SW

ARTICLE L

EDUCATION INCENTIVE

In addition to the yearly salary previously set forth, each member of the Police Department who attends an accredited college or university and takes a course(s) required for an Associate or Bachelor's Degree in police science, criminal justice or public safety shall be paid the sum of Ten Dollars (\$10) per credit earned during a given year, not to exceed, however, the sum of One Thousand Dollars (\$1000) in the aggregate to a member of the Police Department for credits earned during the entire course of study.

ARTICLE LI

AGENCY SHOP AND DUES DEDUCTION

A. A permanent employee in the bargaining unit on the effective date of this Agreement who does not join the PBA within thirty (30) days thereafter, and a new permanent employee who does not join the PBA within thirty (30) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the PBA by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular PBA membership dues, fees and assessments as certified to the Employer by the PBA. The PBA may revise its certification of the amount of the representation fee at any time to reflect changes in the regular PBA membership dues, fees and assessments. The PBA's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the PBA remains the majority representative of the employees in the unit; provided, that no modification is made of this provision by a successor agreement between the PBA and the Employer.

B. The PBA agrees that it will indemnify and hold harmless the Employer against any and all actions, claims and

67 Jen
JW

demands, losses or expenses (including reasonable attorney fees)
in any matter resulting from action taken by the Employer at the
request of the PBA under this Article.

JKR
DL

ARTICLE LII

TOUR COMMANDER PAY

When[ever] a patrolman serves in the function of tour commander, he shall receive compensation for that tour at the rate of pay [then] in effect for the rank of sergeant.

ARTICLE LIII

TERM AND RENEWAL

A. This Agreement shall have a term from January 1, 2004 through December 31, 2007. If the parties have not executed a successor agreement by December 31, 2007, then this Agreement shall continue in full force and effect until a successor agreement is executed.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

BOROUGH OF DUMONT

By: _____

Don Bonart

ATTEST:

POLICEMEN'S BENEVOLENT
(DUMONT UNIT)

By: _____

Joseph C. Rizza

J. J. [Signature]

APPENDIX "A"

SALARY GUIDE

Salary Guide for Officers hired prior to October 26, 2001

	3.75% <u>1/1/04</u>	4.00% <u>1/1/05</u>	4.00% <u>1/1/06</u>	4.00% <u>1/1/07</u>
Starting Salary	\$31,685	\$32,952	\$34,270	\$35,641
End of Academy (6 Mos.)	\$35,647	\$37,073	\$38,556	\$40,098
Start of 2nd	\$44,113	\$45,878	\$47,713	\$49,622
Start of 3rd	\$52,581	\$54,684	\$56,871	\$59,146
Start of 4th	\$61,048	\$63,490	\$66,030	\$68,671
Start of 5th	\$69,513	\$72,294	\$75,186	\$78,193
Start of 6th	\$77,982	\$81,101	\$84,345	\$87,719
Detective	\$81,480	\$84,739	\$88,129	\$91,654
Sergeant	\$82,798	\$86,110	\$89,554	\$93,136
Detective Sergeant	\$86,308	\$89,760	\$93,350	\$97,084
Lieutenant	\$87,472	\$90,971	\$94,610	\$98,394
Detective Lieutenant	\$91,096	\$94,740	\$98,530	\$102,471
Captain	\$92,157	\$95,843	\$99,677	\$103,664

Salary Guide for Officers hired on or after October 26, 2001

	3.75% <u>1/1/04</u>	4.00% <u>1/1/05</u>	4.00% <u>1/1/06</u>	4.00% <u>1/1/07</u>
Starting Salary	\$29,155	\$30,321	\$31,534	\$32,795
End of Academy (6 Mos.)	\$36,130	\$37,575	\$39,078	\$40,641
Start of 2nd	\$43,105	\$44,829	\$46,622	\$48,487
Start of 3rd	\$50,080	\$52,083	\$54,166	\$56,333
Start of 4th	\$57,055	\$59,337	\$61,710	\$64,178
Start of 5th	\$64,030	\$66,591	\$69,255	\$72,025
Start of 6th	\$71,005	\$73,845	\$76,799	\$79,871
Start of 7th	\$77,982	\$81,101	\$84,345	\$87,719
Detective	\$81,480	\$84,739	\$88,129	\$91,654
Sergeant	\$82,798	\$86,110	\$89,554	\$93,136
Detective Sergeant	\$86,308	\$89,760	\$93,350	\$97,084
Lieutenant	\$87,472	\$90,971	\$94,610	\$98,394
Detective Lieutenant	\$91,096	\$94,740	\$98,530	\$102,471
Captain	\$92,157	\$95,843	\$99,677	\$103,664

