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COLLECTIVE BARGAINING AGREEMENT FOR
PERIOD FROM JANUARY 1, 1973 TO DECEMBER 31, 1974
BETWEEN THE BOROUGH OF PARAMUS AND PBA LOCAL NO.186
DATED OCTOBER 11, 1973

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A G R E E M E N T

THIS AGREEMENT, MADE THIS DAY OF
1973, BY AND BETWEEN THE BOROUGH OF PARAMUS, A MUNICIPAL
CORPORATION OF THE STATE OF NEW JERSEY (HEREINAFTER CALLED
"BOROUGH") AND THE PARAMUS POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL No. 186, A COLLECTIVE BARGAINING REPRESENTATIVE OF CER-
TAIN POLICE DEPARTMENT PERSONNEL (HEREINAFTER CALLED "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;

WHEREAS, THE PARTIES HAVE BY GOOD FAITH COLLECTIVE
BARGAINING REACHED AN AGREEMENT WITH RESPECT TO SUCH TERMS AND
CONDITIONS OF EMPLOYMENT;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES
AND COVENANTS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

RECOGNITION

THE BOROUGH RECOGNIZES THE PBA AS THE SOLE AND EXCLUSIVE
REPRESENTATIVE FOR ALL OFFICERS HOLDING THE POSITIONS OF
PATROLMAN, TRAFFIC CONTROL OFFICER AND DETECTIVES REGARDLESS OF
ASSIGNMENT OF THE PARAMUS POLICE DEPARTMENT.

ARTICLE II

NEGOTIATION PROCEDURES

THE COLLECTIVE NEGOTIATION WITH RESPECT TO RATES OF PAY, HOURS OF WORK OR CONDITIONS OF EMPLOYMENT SHALL BE CONDUCTED BY THE DULY AUTHORIZED BARGAINING AGENT OF EACH OF THE PARTIES AND SUCH ADDITIONAL AGENTS OR PERSONS AS EACH PARTY SHALL DESIGNATE AS ITS NEGOTIATING TEAM.

COLLECTIVE NEGOTIATION MEETINGS SHALL BE HELD AT TIMES AND PLACES MUTUALLY CONVENIENT AT THE REQUEST OF EITHER THE BOROUGH OR THE PBA.

EMPLOYEES OF THE BOROUGH WHO MAY BE DESIGNATED BY THE PBA TO PARTICIPATE IN COLLECTIVE NEGOTIATIONS WILL BE EXCUSED FROM POLICE ASSIGNMENTS, PROVIDED THAT THEIR ABSENCE FROM DUTY WILL NOT INTERFERE SERIOUSLY WITH THE OPERATION OF THE BOROUGH POLICE DEPARTMENT IN THE OPINION OF THE CHIEF OF POLICE.

THE DULY AUTHORIZED NEGOTIATING AGENT OF EITHER THE BOROUGH OR PBA SHALL NOT BE REQUIRED TO BE AN EMPLOYEE OF THE BOROUGH.

THE PARTIES RECOGNIZE AND AFFIRM THAT THEIR RELATIONSHIP IS COVERED BY THE "NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT", THE LAWS OF 1968, CHAPTER 303, (N.J.S.A. 34:13A-1, ET SEQ.) AND THEY AGREE IN THE CONDUCT AND PROCEDURES OF THEIR COLLECTIVE NEGOTIATIONS TO BE BOUND BY THE RULES AND REGULATIONS OF THE NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION.

ARTICLE III

MANAGEMENT OF THE BOROUGH'S AFFAIRS

THE PBA RECOGNIZES THAT AREAS OF RESPONSIBILITY MUST BE RESERVED TO THE BOROUGH IF THE GOVERNING BODY OF THE BOROUGH IS TO SERVE THE PUBLIC EFFECTIVELY. THEREFORE, THE RIGHT TO MANAGE THE AFFAIRS OF THE BOROUGH AND TO DIRECT THE WORKING FORCES AND OPERATIONS OF THE BOROUGH, SUBJECT ONLY TO THE LIMITATIONS OF THIS AGREEMENT AND APPLICABLE STATE LAW, IS VESTED IN AND RETAINED BY THE BOROUGH EXCLUSIVELY.

ARTICLE IV

CONTINUED WORK OPERATIONS

Section 1.

Neither the PBA nor any of its members shall engage in any job action, strike, work stoppage, sit down, slowdown, sick call action, boycott or any other interference with the operations of the Borough during the term of the Agreement. The PBA agrees that it will use its best efforts to prevent acts forbidden herein on the part of its employees or group of employees and in the event any such acts by an employee take place, the PBA agrees to use its best efforts to cause immediate cessation thereof.

Section 2.

The Borough will not engage in any lock out of employees covered by this Agreement during the term thereof.

ARTICLE V

NON-DISCRIMINATION

THERE SHALL BE NO DISCRIMINATION, INTERFERENCE, OR COERCION BY THE BOROUGH OR ANY OF ITS AGENTS AGAINST THE EMPLOYEES REPRESENTED BY THE PBA BECAUSE OF MEMBERSHIP OR ACTIVITY IN THE PBA. THE PBA OR ANY OF ITS AGENTS SHALL NOT INTIMIDATE OR COERCE EMPLOYEES INTO MEMBERSHIP. NEITHER THE BOROUGH NOR THE PBA SHALL DISCRIMINATE AGAINST ANY EMPLOYEES BECAUSE OF RACE, CREED, COLOR, AGE, SEX OR NATIONAL ORIGIN.

ARTICLE VI

HOSPITALIZATION

THE BOROUGH SHALL PROVIDE ALL EMPLOYEES COVERED BY THIS AGREEMENT WITH NEW JERSEY PUBLIC EMPLOYEES STANDARD BLUE CROSS-BLUE SHIELD MAJOR MEDICAL PLAN INCLUDING EXTENDED RIDER "J".

ARTICLE VII

HOURS OF WORK

THE STANDARD WEEKLY WORK SCHEDULE SHALL CONSIST OF AN AVERAGE OF FORTY (40) HOURS ON A CHANGING, ROTATING EIGHT (8) HOUR PER TOUR BASIS. THERE SHALL BE NO MORE THAN THREE (3) TOURS IN EXISTENCE AT ANY ONE TIME IN THE PATROL DIVISION, BUT THE NUMERICAL COMPOSITION OF EACH TOUR SHALL BE DETERMINED BY THE CHIEF OF POLICE. SUCH SCHEDULE SHALL BE ARRANGED BY THE CHIEF OF POLICE.

ARTICLE VIII

HOLIDAYS

Section 1.

All employees covered by this Agreement shall receive eleven
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(11) ~~additional~~ days of regular compensation in lieu of time off for any
holidays.

Section 2.

In addition to the aforesaid compensation in lieu of holidays,
employees shall be entitled to one personal day off, to be specified by
mutual agreement between the employee and the Chief of Police.

Section 3.

The payments specified in Section 1 above shall be payable upon
execution of this Agreement by both parties and passage of the Borough
Salary Ordinance covering personnel of the Paramus Police Department for
the year 1973. Such payment for the year 1974 shall be made on or before
the 13th pay period. Provided, however, that the additional compensation
provided herein shall be returned by or paid to the Officer on a pro rata
basis in the event his employment is terminated voluntarily or involun-
tarily prior to the end of the year except in the event of death, dis-
ability or retirement. Holidays shall be earned by the employee at the
rate of one holiday per month commencing in January and continuing through
to the month of November.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1

THE FOLLOWING STEPS ARE HEREBY ESTABLISHED AS THE PERSONAL GRIEVANCE PROCEDURE TO BE FOLLOWED BY ALL EMPLOYEES OF THE BOROUGH COVERED BY THIS AGREEMENT:

STEP 1.

WITHIN TEN (10) WORKING DAYS AFTER EITHER THE OCCURRENCE OF THE EVENT OR ACTS WHICH GAVE RISE TO A GRIEVANCE, OR THE DATE ON WHICH THE EMPLOYEE KNEW OR SHOULD HAVE KNOWN OF SUCH EVENT OR ACTS, AN EMPLOYEE WITH A GRIEVANCE SHALL FIRST ORALLY DISCUSS THE SAME WITH THE LIEUTENANT IN CHARGE OF HIS TOUR WITH THE OBJECTIVE OF RESOLVING THE MATTER INFORMALLY. WITHIN THREE (3) WORKING DAYS NEXT FOLLOWING SUCH ORAL DISCUSSION, THE LIEUTENANT SHALL COMMUNICATE HIS DECISION TO THE EMPLOYEE. IF THE DECISION IS UNSATISFACTORY TO THE EMPLOYEE, OR, IF THE LIEUTENANT FAILS TO COMMUNICATE HIS DECISION WITHIN THE SAID THREE (3) WORKING DAYS, THE EMPLOYEE MAY PROCEED TO STEP 2 OF THIS GRIEVANCE PROCEDURE.

STEP 2.

WITHIN THREE (3) WORKING DAYS FOLLOWING THE DENIAL OR FAILURE OF RELIEF UNDER STEP 1, THE EMPLOYEE SHALL FILE HIS GRIEVANCE, IN WRITING, WITH THE CAPTAIN IN CHARGE OF HIS DIVISION, SETTING FORTH THE SPECIFIC NATURE THEREOF, THE FACTS RELATING THERETO AND THE ACTION REQUESTED TO BE TAKEN. WITHIN THREE (3)

ARTICLE IX

VACATIONS

EACH FULL-TIME EMPLOYEE SHALL BE ENTITLED TO TWO (2) WEEKS VACATION ANNUALLY AFTER THE COMPLETION OF THE FIRST YEAR OF SERVICE AND UNTIL THE COMPLETION OF TWO (2) YEARS OF SERVICE.

AFTER TWO (2) YEARS, AN EMPLOYEE SHALL BE ENTITLED TO ONE (1) ADDITIONAL VACATION DAY ANNUALLY FOR EACH SUBSEQUENT YEAR OF SERVICE UP TO A MAXIMUM OF THIRTY (30) DAYS PER ANNUM.

VACATION LEAVE SHALL NOT BE ACCUMULATED FOR USE IN SUBSEQUENT YEARS.

AN ANNUAL VACATION SCHEDULE SHALL BE PREPARED BY THE CHIEF OF POLICE WITH DUE CONSIDERATION FOR THE CONDUCT OF DEPARTMENT OPERATIONS, THE DESIRES OF EMPLOYEES, SENIORITY, DATES OF FILING REQUESTS AND SIMILAR FACTORS.

STEP 4.

WITHIN THREE (3) WORKING DAYS AFTER AN UNSATISFACTORY DECISION OR RESULT UNDER STEP 3, THE GRIEVANCE COMMITTEE MAY APPEAL SUCH DECISION TO THE MUNICIPAL ADMINISTRATOR. SUCH APPEAL SHALL BE IN WRITING AND SHALL SET FORTH THE SPECIFIC NATURE OF THE GRIEVANCE, THE FACTS RELATING THERETO, EACH SPECIFIC ISSUE WITH WHICH THE SAID COMMITTEE DISAGRES WITH THE DECISION AT STEP 3, AND THE ACTION REQUESTED TO BE TAKEN BY THE MUNICIPAL ADMINISTRATOR. WITHIN FIVE (5) WORKING DAYS AFTER THE APPEAL HAS BEEN FILED WITH THE MUNICIPAL ADMINISTRATOR, THE SAME SHALL BE ORALLY DISCUSSED BETWEEN THE ADMINISTRATOR, THE GRIEVANCE COMMITTEE OF THE PBA AND THE EMPLOYEE. THEREAFTER, THE ADMINISTRATOR SHALL COMMUNICATE HIS DECISION IN WRITING, TO THE SAID COMMITTEE AND THE EMPLOYEE WITHIN SIX (6) WORKING DAYS AFTER THE CONCLUSION OF SUCH ORAL DISCUSSION.

SECTION 2.

IN THE EVENT AN APPEAL IS NOT TIMELY FILED IN WRITING PURSUANT TO STEPS 2, 3 OR 4, THE DECISION AT THE PRIOR STEP SHALL BE FINAL AND THE MATTER SHALL BE CONSIDERED CLOSED.

SECTION 3.

THE FOLLOWING STEPS ARE HEREBY ESTABLISHED AS THE GRIEVANCE PROCEDURE TO BE FOLLOWED BY ALL EMPLOYEES OF THE BOROUGH SUBJECT TO THIS AGREEMENT WITH RESPECT TO GENERAL GRIEVANCES.

WORKING DAYS THEREAFTER SAID CAPTAIN SHALL COMMUNICATE HIS DECISION, IN WRITING TO THE EMPLOYEE. IN THE EVENT THE EMPLOYEE DOES NOT RECEIVE SATISFACTORY RELIEF WITHIN THE SET PERIOD OF TIME, HE SHALL HAVE THE RIGHT TO PROCEED TO THE NEXT STEP IN THIS GRIEVANCE PROCEDURE.

STEP 3.

WITHIN THREE (3) WORKING DAYS AFTER AN UNSATISFACTORY DECISION OR RESULT UNDER STEP 2, THE EMPLOYEE MAY PRESENT HIS GRIEVANCE TO THE GRIEVANCE COMMITTEE OF THE PBA FOR ITS CONSIDERATION. IF THE GRIEVANCE COMMITTEE OF THE PBA SHALL DETERMINE, BY MAJORITY VOTE, THAT THE GRIEVANCE HAS MERIT, IT MAY APPEAL SUCH DECISION TO THE CHIEF OF POLICE. SUCH APPEAL SHALL BE IN WRITING AND SHALL SET FORTH THE SPECIFIC NATURE OF THE GRIEVANCE, THE FACTS RELATING THERETO, EACH SPECIFIC ISSUE WITH WHICH THE EMPLOYEE DISAGREES WITH THE DECISION AT STEP 2, AND THE ACTION REQUESTED TO BE TAKEN BY THE CHIEF OF POLICE. WITHIN FIVE (5) WORKING DAYS AFTER THE APPEAL HAS BEEN FILED WITH THE CHIEF OF POLICE, THE SAME SHALL BE ORALLY DISCUSSED BETWEEN THE CHIEF OF POLICE, THE GRIEVANCE COMMITTEE AND THE EMPLOYEE. THEREAFTER THE CHIEF SHALL COMMUNICATE HIS DECISION, IN WRITING, TO THE GRIEVANCE COMMITTEE OF THE PBA AND THE EMPLOYEE WITHIN SIX (6) WORKING DAYS AFTER THE CONCLUSION OF SUCH ORAL DISCUSSION. IN THE EVENT THE EMPLOYEE DOES NOT RECEIVE SATISFACTORY RELIEF WITHIN THE SAID PERIOD OF TIME, THE COMMITTEE SHALL HAVE THE RIGHT TO PROCEED TO THE NEXT STEP IN THIS GRIEVANCE PROCEDURE.

STEP 1.

ALL GENERAL GRIEVANCES SHALL BE FIRST PRESENTED TO A GRIEVANCE COMMITTEE OF THE PBA FOR ITS CONSIDERATION. IN THE EVENT THE GRIEVANCE COMMITTEE OF THE PBA SHALL BY A MAJORITY VOTE DETERMINE THAT THE GRIEVANCE PRESENTED HAS SUFFICIENT MERIT, SUCH GENERAL GRIEVANCE SHALL BE PRESENTED IN WRITING TO THE CHIEF OF POLICE. SUCH GENERAL GRIEVANCE SHALL BE DEEMED TO BE FROM ALL THE EMPLOYEES OF THE DEPARTMENT AND IT SHALL NOT BE NECESSARY TO REVEAL ANY INDIVIDUAL'S NAME THEREIN. WITHIN TEN (10) WORKING DAYS AFTER THE PRESENTATION OF SUCH WRITTEN GRIEVANCE THE CHIEF OF POLICE SHALL MEET WITH THE GRIEVANCE COMMITTEE OF THE PBA WITH THE OBJECTIVE OF RESOLVING THE MATTER INFORMALLY. WITHIN THREE (3) WORKING DAYS NEXT FOLLOWING SUCH MEETING, THE CHIEF OF POLICE SHALL COMMUNICATE HIS DECISION TO THE GRIEVANCE COMMITTEE OF THE PBA, OR IF THE CHIEF FAILS TO COMMUNICATE HIS DECISION WITHIN THE SAID THREE (3) WORKING DAYS, THE GRIEVANCE COMMITTEE MAY PROCEED TO STEP 2 OF THIS GRIEVANCE PROCEDURE.

STEP 2.

WITHIN THREE (3) WORKING DAYS FOLLOWING THE DENIAL OR FAILURE OF RELIEF UNDER STEP 1 IN THE GENERAL GRIEVANCE PROCEDURE, THE GRIEVANCE COMMITTEE OF THE PBA MAY APPEAL SUCH DECISION TO THE MUNICIPAL ADMINISTRATOR. SUCH APPEAL SHALL BE IN WRITING AND SHALL SET FORTH THE SPECIFIC NATURE OF THE GRIEVANCE, THE FACTS RELATING THERETO, EACH SPECIFIC ISSUE WITH WHICH THE

GRIEVANCE COMMITTEE DISAGREE WITH THE DECISION AT STEP 1, AND THE ACTION REQUESTED TO BE TAKEN BY THE MUNICIPAL ADMINISTRATOR. WITHIN FIVE (5) WORKING DAYS AFTER THE APPEAL HAS BEEN FILED WITH THE MUNICIPAL ADMINISTRATOR THE SAME SHALL BE DISCUSSED AT A MEETING BETWEEN SAID ADMINISTRATOR AND THE GRIEVANCE COMMITTEE OF THE PBA. THEREAFTER THE MUNICIPAL ADMINISTRATOR SHALL COMMUNICATE HIS DECISION IN WRITING TO THE GRIEVANCE COMMITTEE OF THE PBA WITHIN SIX (6) WORKING DAYS AFTER THE CONCLUSION OF SUCH MEETING. IN THE EVENT THE APPEAL IS NOT TIMELY FILED IN WRITING WITH THE MUNICIPAL ADMINISTRATOR, THE DECISION AT STEP 1 SHALL BE FINAL AND THE MATTER SHALL BE DEEMED CLOSED.

SECTION 4. TIME LIMITS

THE NUMBER OF DAYS INDICATED AT EACH STEP SHALL BE CONSIDERED AS A MAXIMUM PERIOD. TIME LIMIT SPECIFIED MAY, BY MUTUAL WRITTEN AGREEMENT, BE ENLARGED OR REDUCED.

THE FAILURE OF AN EMPLOYEE TO PROCEED TO THE NEXT STEP WITHIN THE SPECIFIED TIME LIMITS SHALL BE DEEMED TO BE AN ACCEPTANCE OF THE DECISION RENDERED AT THE STEP LAST RESORTED TO AND SHALL CONSTITUTE A WAIVER OF ANY FURTHER PROCEEDINGS ON THE BASIS OF THE GRIEVANCE IN QUESTION.

SECTION 5.

ALL EMPLOYEES SHALL HAVE THE RIGHT TO BE REPRESENTED IN ANY STEP OF THE PERSONAL GRIEVANCE PROCEDURE SPECIFIED IN SECTION 1 BY A MEMBER OF THE GRIEVANCE COMMITTEE OF THE PBA.

ARTICLE XII

LONGEVITY

SECTION 1.

COMMENCING WITH THE FIRST DAY OF THE CALENDAR YEAR DURING WHICH FIVE YEARS OF CONTINUAL SERVICE SHALL HAVE BEEN COMPLETED, THE EMPLOYEES COVERED BY THIS AGREEMENT SHALL RECEIVE AN ADDITIONAL TWO PER CENT (2%) OF THEIR CURRENT ANNUAL BASE SALARY.

SECTION 2.

FOR EACH ADDITIONAL YEAR OF SERVICE THEREAFTER, COMMENCING WITH THE FIRST DAY OF THE CALENDAR YEAR FOLLOWING THE COMPLETION THEREOF, SUCH PERSONS SHALL RECEIVE AN ADDITIONAL FOUR TENTHS PER CENT (0.4%) OF THEIR CURRENT ANNUAL BASE SALARY UP TO A MAXIMUM TOTAL OF TEN PER CENT (10%) THEREOF.

ARTICLE XI
OUTSIDE EMPLOYMENT

THE RULES AND REGULATIONS CONCERNING OUTSIDE EMPLOYMENT
SHALL BE AMENDED AS FOLLOWS:

A. ANY OFFICER WHO PERMITS OUTSIDE EMPLOYMENT IN ANY WAY TO INTERFERE WITH HIS ABILITY TO PERFORM HIS DUTIES AS A POLICE OFFICER SHALL BE SUBJECT TO DISCIPLINARY ACTION.

B. NO OUTSIDE EMPLOYMENT INVOLVING CONFLICT OF INTEREST OR ILLEGAL ACTIVITIES AS DEFINED BY STATE STATUTE AND MUNICIPAL ORDINANCE SHALL BE PERMITTED.

C. NO SECURITY OR POLICE RELATED EMPLOYMENT SHALL BE PERMITTED WITHIN THE BOROUGH, SUBJECT TO FURTHER NEGOTIATIONS ON THIS ISSUE TO BE HELD ON THE REQUEST OF THE PBA NO EARLIER THAN APRIL 1, 1974.

ARTICLE XIII

NO STRIKE

IT IS RECOGNIZED THAT THE NEED FOR CONTINUED AND UN-
INTERRUPTED OPERATION OF THE CITY'S DEPARTMENTS AND AGENCIES IS
OF PARAMOUNT IMPORTANCE TO THE CITIZENS OF THE COMMUNITY AND THAT
THERE SHOULD BE NO INTERFERENCE WITH SUCH OPERATION.

ADEQUATE PROCEDURES HAVING BEEN PROVIDED FOR THE
EQUITABLE SETTLEMENT OF GRIEVANCES ARISING OUT OF THIS AGREEMENT,
PARTIES HERETO AGREE THAT THERE WILL NOT BE AND THAT THE PBA,
ITS OFFICERS, MEMBERS, AGENTS, OR PRINCIPALS WILL NOT ENGAGE IN,
ENCOURAGE, SANCTION, OR SUGGEST STRIKES, SLOWDOWNS, LOCKOUTS,
MASS RESIGNATIONS, MASS ABSENTEEISM OR OTHER ACTIONS WHICH
WOULD INTERFERE WITH THE NORMAL OPERATION OF THE POLICE DEPART-
MENT.

ARTICLE XIV

PREMIUM PAY FOR WORKING OUT OF RANK

In the event that a vacancy in a permanent authorized position of rank higher than patrolman exists for longer than 90 days, the Borough will thereafter pay the salary of the higher rank to any person assigned temporarily to fill that vacancy. This shall not be construed to apply to vacancies created by temporary illness or injury, nor shall the same be deemed to change the present "rotation" program of temporary assignments in various divisions.

ARTICLE XV

ATTENDANCE OF DELEGATE AT
ANNUAL STATE PBA CONVENTION

THE BOROUGH AGREES TO GIVE TIME OFF WITH PAY TO FOUR DESIGNATED OFFICERS OR DELEGATES OF LOCAL No. 186 ANNUALLY FOR FOUR DAYS EACH AND TO PAY EACH OF THESE OFFICERS UP TO \$125.00 AS EXPENSE MONEY UPON PRESENTATION OF ITEMIZED EXPENSE VOUCHERS. THE BOROUGH WILL ALSO ALLOW ADDITIONAL TIME OFF TO THE AUTHORIZED STATE DELEGATE TO ATTEND ANY OTHER STATE PBA MEETINGS WITHOUT FURTHER EXPENSE OR REIMBURSEMENT BY THE BOROUGH.

ARTICLE XVI

CLOTHING ALLOWANCE

THE BOROUGH SHALL PAY THE ADDITIONAL SUM OF TWO HUNDRED SEVENTY-FIVE (\$275.00) DOLLARS TO EACH EMPLOYEE OF THE POLICE DEPARTMENT COVERED BY THIS AGREEMENT FOR THE PURPOSE OF PURCHASING UNIFORMS AND MAINTENANCE OF UNIFORMS AND CLOTHING.

THE BOROUGH AGREES TO PAY THE COST OF ANY MAJOR UNIFORM CHANGES REQUIRED BY THE BOROUGH DURING THE TERM OF THIS AGREEMENT. THE CLOTHING ALLOWANCE CHECK SHALL BE PAID TO THE EMPLOYEES ON OR BEFORE THE 13TH PAY CHECK OF 1974. FURTHERMORE, THE CLOTHING ALLOWANCE PROVIDED HEREIN SHALL BE PAID TO OR RETURNED BY THE OFFICER ON A PRO RATA BASIS IN THE EVENT HIS EMPLOYMENT IS TERMINATED VOLUNTARILY OR INVOLUNTARILY PRIOR TO THE END OF THE YEAR EXCEPT IN THE EVENT OF DEATH, DISABILITY OR RETIREMENT.

Section 5.

In the case of court time, shift assignments will not be changed for subpoena reasons to defeat overtime or compensatory time benefits due an officer.

Section 6.

Officers shall not have their schedules changed on less than 72 hours notice except in the event of an emergency.

Section 7.

In the event of scheduled overtime, the Officers so scheduled shall be guaranteed a minimum of three hours pay, but this shall not apply in the case of emergency overtime.

Section 8.

Employees shall receive compensatory time off for all off-duty appearances in all Courts, Civil and Criminal, in accord with existing Police Department directives, copies of which are annexed hereto and made a part hereof.

ARTICLE XVII

OVERTIME

SECTION 1.

OVERTIME WORK WILL ORDINARILY BE COMPENSATED BY COMPENSATORY TIME AND A HALF OFF TO BE GRANTED BY THE CHIEF OF POLICE AT A TIME AS NEAR MUTUALLY AGREEABLE WITH THE EMPLOYEE AS POSSIBLE, AND IN ANY EVENT, WITHIN TWO MONTHS OF THE TIME THE EXTRA WORK HAS BEEN PERFORMED.

SECTION 2.

IN THE EVENT THE WORK OF A DEPARTMENT DOES NOT PERMIT THE ALLOWANCE OF COMPENSATORY TIME AND A HALF OFF, THE CHIEF OF POLICE MAY RECOMMEND TO THE BOROUGH THAT THE EMPLOYEE BE PAID FOR SUCH OVERTIME WORK ON THE BASIS OF TIME AND A HALF.

SECTION 3.

INVESTIGATIVE PERSONNEL SHALL EARN OVERTIME ONLY IF THEY ARE CALLED IN FOR AN UNUSUAL ASSIGNMENT OUTSIDE THE SCOPE OF NORMAL INVESTIGATIVE PROCEDURES, SUCH AS A STAKEOUT FOR A SPECIFIED PERIOD OF TIME.

A. SAID PERSONNEL SHALL RECEIVE AN ADDITIONAL FIVE DAYS COMPENSATORY TIME OFF FOR SAID TIME SO SPENT IN RECOGNITION OF ADDITIONAL HOURS OF WORK.

SECTION 4.

IN ALL SITUATIONS OF EARNED OVERTIME, EMPLOYEES SHALL BE COMPENSATED ON A TIME AND A HALF BASIS IN COMPENSATORY TIME OR CASH.

ARTICLE XVIII

SICK LEAVE AND SERVICE-
CONNECTED INJURIES AND TERMINAL LEAVE

Employees who are temporarily unable to work by reason of injury or illness which does not result or arise from their employment with the Borough shall nevertheless be entitled to receive compensation in the form of fully paid sick leave to the extent set forth hereinafter during the period of their disability.

Each permanent employee shall be allowed sick leave with full pay at the rate of 1 1/4 days per month of employment retroactive to date of appointment. All unused sick leave shall accumulate to the employee's credit from month to month and from year to year and each employee shall be entitled to such accumulated sick leave if and when needed.

As a condition of sick leave entitlement, the Borough may require the employee to submit a certificate from the attending physician evidencing the employee's incapacity for duty. The Borough may require the employee to submit to an examination by a physician appointed by the Borough and whenever such physician shall report in writing the employee is fit for duty, such sick leave shall terminate.

At the date of retirement under provisions of the New Jersey Division of Pensions program for public employees, providing such retirement is in good standing, an employee or his legal representative shall be entitled to receive severance pay in an amount equal to one half of his accumulated unused sick leave retroactive to date of appointment.

An unwarranted claim by an employee of sick leave privileges shall be grounds for disciplinary action against such employee.

If an injury is suffered by an employee which is determined to be compensable under the Workmen's Compensation Laws of the State of New Jersey, the Borough shall continue such employee's full pay so long as the employee continues to receive temporary disability benefits for a period not exceeding one year. Payment made to any employee of workmen's compensation as temporary disability benefits shall be deducted from any salary payments made by the Borough to the employee under the provisions of this section, or, if the Borough has made such full salary payments prior to receipt of the temporary disability payments by the employee, the employee shall assign or pay said benefits to the Borough when they are received. It is understood that the intent of this paragraph is that no employee shall receive less than full pay while suffering from a compensable temporary disability, but that no such employee shall receive more than full pay for such a period of time lost, excluding the employee's personal insurance programs.

The Borough will make a cash payment of fifty per cent (50%) of accumulated unused sick leave due and owing to an employee at the time of his retirement.

ARTICLE XIX

DENTAL INSURANCE

THE BOROUGH AGREES TO UNDERTAKE THE ADMINISTRATIVE COSTS OF MAKING DEDUCTIONS AND PAYMENTS TO A GROUP DENTAL INSURANCE CARRIER, IT BEING UNDERSTOOD THAT THE PREMIUM COSTS MUST BE PAID BY THE EMPLOYEE.

ARTICLE XX

EFFECT OF EXISTING MUNICIPAL ORDINANCES

The provisions of all municipal ordinances and resolutions which are applicable to members of the bargaining unit shall remain in full force and effect except as modified herein during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

adoption of the annual budget for semester hours successfully completed as of September 1 of the previous calendar year. Payments for any credits less than a full degree shall be at the rate of 50 per cent of the semester hour rate with the balance being disbursed immediately upon completion of each degree. No employee shall be eligible for such additional compensation until he shall have earned at least thirty two credits.

D. All semester hours less than an Associate Degree must be earned while the Officer is a member of this Department. However, credits which have been earned prior to the institution of this program or prior to becoming a member of this Department, will be compensated at the rate of 50 per cent of the semester hour rate starting with the enrollment of the Officer in a police related Associate Degree Program while a member of the Department. Credit hours earned prior to the institution of this program or prior to the Officer becoming a member of this Department will thereafter be compensated as full semester hours upon successful completion of the Associate Degree program as described in the first two sentences of Paragraph C. above.

E. Credit hours earned under a program for which the Officer received reimbursement of tuition, books and similar costs will be compensated for at the rate of 75 per cent of the semester hour rate set forth in Paragraph B. above and at 33 per cent of such semester hour rate if the classes were attended during hours for which the Officer was receiving his normal compensation.

ARTICLE XXI

HIGHER EDUCATION AND TECHNICAL
TRAINING INCENTIVE PROGRAMS

Section 1. Higher Education or College Program

A. Each Police Officer enrolled in the program must have previously completed or must pledge that he will complete at least an Associate Degree program in a police related field, including, but not limited to, Criminology, Police Science, Police Administration, Criminal Justice or Public Administration. The program must be approved by the Chief of Police and must be completed within a seven year period of its commencement.

B. The number of program base credit hours, hereinafter referred to as semester hours, shall be the equivalent of an Associate Degree, which is assumed to be sixty four semester hours for purposes of illustration, but which may be more or less depending upon the institution and the course taken. The Borough shall pay a participating Police Officer \$10 per year for each semester hour previously earned at his own cost in tuition, books, etc., in addition to his other compensation as a Borough employee. The Borough shall pay a proportionate percentage of the semester hour rate in the cases described below, with each applicable provision being compounded on top of the other. For example, in the case of an officer with eligible credits less than a full degree (Paragraph C), and which have been earned prior to the inception of the program (Paragraph D), the applicable compounded rate shall be 25 percent (50% of 50%) of the semester hour rate, or \$2.50 per credit hour, until the full degree has been earned.

C. All courses of study must be at an accredited institution of higher learning. Payments will be commenced effective January 1 of each year but shall be disbursed after the

B. Notwithstanding the provisions of Section 2. G., all technical training hours credited shall be compensated at the rate of \$1.00 for every four hours of such training.

C. None of the above hours earned as a part of basic police training or the continuous fire arms program shall be eligible for additional compensation.

D. No payment shall be made for less than 200 hours of approved technical training.

E. Employees shall only receive incentive payment credit for credit hours for which they receive satisfactory evidence of completion, subject to the approval of the Chief of Police.

F. All qualifying courses similar to but not specifically mentioned in Subparagraph A. hereinabove shall be eligible for incentive pay credit, subject to approval of the Chief of Police.

G. All payments shall continue on an annual basis and be paid in the same manner and at the same times and with the same provisions for reimbursement as if set forth in Section 1 above.

H. An individual may receive additional compensation under both the higher education and the technical training programs.

Section 3.

The additional compensation provided under Section 1 and 2 of this Article shall not be deemed base pay for longevity purposes. Such additional compensation shall be payable as provided in this Article effective January 1, 1974.

F. If an enrolled Officer fails to continue in a program for three consecutive semesters without justification approved by the Chief Of Police, all incentive payments shall be discontinued until the Officer enrolls again under a program which satisfies the Chief of Police of his genuine intention to continue through completion of the Associate Degree.

G. Additional credit hours leading toward a Bachelor's or Master's Degree in an approved police related program shall be compensated at 50 per cent of the semester hour rate for Associate Degree credits.

H. Once an Associate, Bachelor's or Master's degree has been earned, payments for each of these semester hours shall continue permanently throughout the remainder of the Officer's career with the Department.

I. The Borough shall require submittal of each applicant's proposed program of higher education and proof of semester hours earned through college records.

J. Educational incentive payments made to an Officer leaving this Department within two years of completing a degree shall be reimbursed to the Borough, not to exceed the previous two years' payments.

Section 2. Technical Training Program

Department Officers completing the following technical police training programs shall be eligible for additional compensation to the extent indicated hereinafter:

A. Police Law, Narcotics, Community Relations, Fingerprinting, Investigative, Criminology, Police Administration, Police Photography, Riot and Civil Disturbances Control, Juvenile Procedures, Search and Seizure, Accident Investigation, First Aid, Defensive and Combat Tactics, Police Emergency Operations Command, Propane Gas Explosive Devices and Chemical Agents, Defensive Driving, Water Rescue, Breathalyzer or Identikit Operation, Homicide Investigation, Organized Crime, Sex Crime, Auto Theft.

ARTICLE XXII

1974 NEGOTIATIONS

THE PBA MAY REQUEST NEGOTIATIONS WITH THE EMPLOYER ON OR AFTER APRIL 1, 1974, OF NON-ECONOMIC ISSUES ONLY INCLUDING THE QUESTION OF SECURITY WORK WITHIN THE BOROUGH.

ARTICLE XXIIIWAGESSection 1.

The salaries for the Paramus Police Officers covered by this Agreement shall be as set forth in Schedule A annexed hereto and made a part hereof for the years 1973 and 1974.

Section 2.

All step increases, which shall be granted at least annually, are to be based upon a satisfactory performance rating as determined by the Chief of Police subject, however, to the right of the employee or the PBA on his behalf to submit the matter and this matter only to binding arbitration subject to the rules of the American Arbitration Association.

Section 3.

In the case of Detectives on the payroll of the Borough as of January 1, 1973 where the differential between their pay range and the top Patrolman (max.) is less than \$739.00 adjustment will be made to their salary to bring such differential to \$739.00 in 1973 and in 1974.

Section 4.

In the case of Detective James Mahoney who was promoted to his present title on January 15, 1973 the hold harmless provisions above will likewise apply as of the date of promotion.

Section 5.

All Patrolmen will be placed at the Salary Step corresponding to the Salary Step at which they were placed under the

ARTICLE XXIV

MISCELLANEOUS

SECTION 1.

IN ALL REFERENCES TO ANY PARTIES, PERSONS, ENTITIES OR CORPORATIONS, THE USE OF ANY PARTICULAR GENDER OR THE PLURAL OR SINGULAR NUMBER SHALL BE DEEMED TO REFER TO AND INCLUDE THE APPROPRIATE GENDER OR NUMBER, AS THE TEXT MAY REQUIRE.

SECTION 2.

ALL THE TERMS, COVENANTS AND CONDITIONS HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND SHALL BIND THE RESPECTIVE PARTIES HERETO, THEIR LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS.

SECTION 3.

THE DESIGNATED SURVIVORS OF THE POLICE OFFICERS KILLED IN THE LINE OF DUTY SHALL BE ENTITLED TO RECEIVE A \$5,000.00 SURVIVORS' LIFE INSURANCE BENEFIT WHICH SHALL BE FUNDED BY THE BOROUGH.

SECTION 4.

POLICE OFFICERS SHALL NOT BE REQUIRED TO BE RESIDENTS OF THE BOROUGH, UNLESS OTHERWISE PROVIDED BY LAW.

1972 SALARY GUIDE AND SHALL BE MOVED TO THE NEXT HIGHER SALARY STEP ON THE 1973 ANNIVERSARY DATE OF THEIR EMPLOYMENT BY THE BOROUGH SUBJECT TO SATISFACTORY PERFORMANCE.

SECTION 6.

AN EMPLOYEE PROMOTED TO A HIGHER GRADED POSITION SHALL RECEIVE A PROMOTIONAL WAGE INCREASE COMMENCING THE FIRST DAY OF THE NEXT REGULAR PAY PERIOD FOLLOWING THE EFFECTIVE DATE OF THE PROMOTION. THE RATE OF PAY OF SUCH EMPLOYEE SHALL BE DETERMINED BY PLACING HIM AT THE LOWEST STEP OF THE NEW POSITION WHICH WILL CONSTITUTE AN INCREASE IN SALARY OF NOT LESS THAN \$400 PER ANNUM UNLESS THE HIGHEST PAY STEP OF THE NEW POSITION PROVIDES LESS THAN A \$400 INCREASE.

ARTICLE XXV

DURATION

SECTION 1.

THE DURATION OF THIS AGREEMENT SHALL BE FROM JANUARY 1, 1973 THROUGH DECEMBER 31, 1974.

SECTION 2.

IN THE EVENT THE PARTIES DO NOT ENTER INTO A NEW AGREEMENT ON OR BEFORE MIDNIGHT OF DECEMBER 31, 1974, THEN THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT FROM MONTH TO MONTH, SUBJECT TO BEING TERMINATED UPON WRITTEN NOTICE BY EITHER PARTY AT LEAST THIRTY DAYS PRIOR TO ANY INTENDED EXPIRATION DATE.

SECTION 3.

ALL NOTICES SHALL BE SERVED BY EITHER PARTY ON THE OTHER PARTY STATING SUCH INTENTION TO TERMINATE OR AMEND THIS AGREEMENT AND SHALL BE SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, IN THE CASE OF THE BOROUGH TO THE BOROUGH CLERK AT THE MUNICIPAL BUILDING, AND IN THE CASE OF THE PBA TO THE PRESIDENT OF THE PBA, LOCAL 186 AT THE BOROUGH POLICE DEPARTMENT.

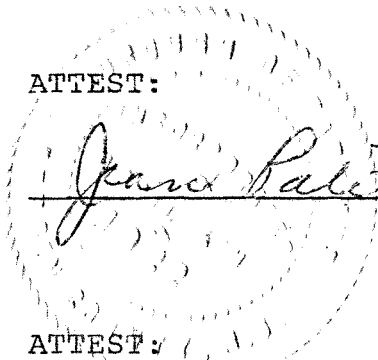
SECTION 4.

THE PARTIES AGREE THAT THEY WILL EXCHANGE PROPOSALS FOR ANY PROPOSED CHANGES TO THIS AGREEMENT AT LEAST FORTY FIVE DAYS BEFORE DECEMBER 31, 1974 AND WILL MEET AND NEGOTIATE WITHIN SUCH FORTY FIVE DAY PERIOD IN AN EFFORT TO DETERMINE THE TERMS

AND PROVISIONS OF A NEW COLLECTIVE BARGAINING AGREEMENT FOR A
SUCCEEDING PERIOD.

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 the day and year first above set forth.

ATTEST:



James Palitto

BOROUGH OF PARAMUS

By

Paul J. Hunt

ATTEST:

William J. 277
Secretary B 7 186

NEW JERSEY STATE PBA
PARAMUS LOCAL NO. 186

Michael O'Caro

President

A. V. Gallo Jr

Vice Pres.

SCHEDULE APOLICE SALARIES
1973 CONTRACT

	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
POLICE OFFICER	9,600	10,350	11,100	11,950	12,600
TRAFFIC CONTROL OFFICER	10,000	10,750	11,500	12,250	13,000
DETECTIVE			12,000	12,600	13,230
EXISTING PERSONNEL BY 1/15/73 WILL GO TO STEP E AND RECEIVE					13,339

POLICE SALARIES
1974 CONTRACT (1973 + 5.5%)

POLICE OFFICER	10,128	10,919	11,710	12,502	13,293
TRAFFIC CONTROL OFFICER	10,528	11,319	12,110	12,902	13,693
DETECTIVE			12,660	13,293	13,957
EXISTING PERSONNEL AS OF 1/15/73					14,032

ARTICLE XXXVEDUCATIONAL INCENTIVE

The City recognizes the need for educational advancement of its officers, therefore those officers who have earned an Associate Degree in the Arts or Sciences from an accredited institution of higher learning shall receive an additional 2.5% of their annual salary as an annual payment and 5% of their annual salary as an annual payment for those officers who have earned a Bachelors Degree in the Arts or Sciences from an accredited institution of higher learning.

An member currently furthering his education in an accredited institution of higher learning who is enrolled in a course, which course is a police science related course, shall be paid annually \$5.00 for each credit earned in addition to his base salary.

ARTICLE XXXVIBINDING ARBITRATION

In the event that during the life of this Agreement that any municipal employees shall enjoy the benefit of binding arbitration, then the PBA shall also be permitted to join in binding arbitration with the City.

ARTICLE XXXVIIDURATION

This Agreement shall become effective on January 1, 1973 and shall terminate on December 31, 1974. If either party desires to change this Agreement it shall notify the other party in writing at least 30