

AGREEMENT

BETWEEN

BOROUGH OF SADDLE RIVER
BERGEN COUNTY, NEW JERSEY

-and-

NEW JERSEY POLICE BENEVOLENT ASSOCIATION
LOCAL NO. 348

JANUARY 1, 2014 through DECEMBER 31, 2016

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PREAMBLE

This Agreement entered into this _____ of _____, 2014 by and between the Borough of Saddle River, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough", and the New Jersey Policemen's Benevolent Association, Local 348, hereinafter referred to as the "Association", represents the complete and final understanding on all bargainable issues between the Borough and the Association.

ARTICLE I

RECOGNITION

- A. The Borough hereby recognizes the Association as the sole and exclusive collective negotiation agent and representative for all full-time employees of the Borough of Saddle River employed as patrolmen, sergeants and lieutenants of the Borough of Saddle River Police Department, but excluding all other employees of the Police Department, professional employees, supervisors and all other Borough employees.
- B. The title "employee", "Patrolman", "Policeman" or "Police Officer" shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II

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 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;
 4. To make all such decisions relating to the performance of the Borough's operations and maintenance activities; and,
 5. To determine the work pace, work performance, levels and standards of performance of the employee.
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in

accordance with the Constitutions and Laws of the State of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Borough in its exclusive right to administer the Borough and control the work of its personnel nor to deny or restrict the Borough or the Association in any of its rights, responsibilities and authority under N.J.S.A. 40 or 40A, or any other national, state, county or local laws or ordinances.
- D. The Memorandum of Understanding dated December 26, 2000 by the Association and December 20, 2000 by the Borough, shall continue in effect through the duration of this contract.

ARTICLE III

NON-DISCRIMINATION

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

- B. The Borough and the Association agree that all employees 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 activity. There shall be no discrimination by the Borough and the Association against an employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE IV

NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any personnel acting on 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 to duty or willful absence of an employee from his/her position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Borough.
- B. The Association agrees that it will take reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other aforementioned activity.
- C. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in such activity by any Association member shall be deemed grounds for disciplinary action, including possible termination of employment of such employee or employees.
- D. 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 an injunction or damages, or both, in the event of such breach by the Association or any of its members.

ARTICLE V
GRIEVANCE PROCEDURE

- A. 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 employment under this Agreement.
- B. Nothing 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.
- C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or alleged violation of policies, agreements and administrative decisions affecting them.
2. No grievance may proceed beyond Step 3 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by Statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 3 herein.
- D. 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 1

The aggrieved or the Association shall institute action under the provisions hereof within thirty (30) calendar days after the event giving rise to the grievance has

occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.

Step 2

If no agreement can be reached orally within fifteen (15) calendar days of the initial discussion with the Chief of Police, the employee or the Association may present the grievance in writing within fifteen (15) calendar days thereafter to the Police Commissioner or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract allegedly violated, and the remedy requested by the grievant. The Police Commissioner or his designated representative will answer the grievance in writing within fifteen (15) calendar days of receipt of the written grievance.

Step 3

If the Association wishes to appeal the decision of the Police Commissioner, such appeal shall be presented in writing to the Public Safety Committee- Police within fifteen (15) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The final decision of the Public Safety Committee- Police shall be given to the Association in writing within fifteen (15) calendar days after the receipt of the grievance by the Public Safety Commission- Police.

Step 4

If the grievance is not settled through Steps one (1), two (2), or three (3), either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission (PERC). The costs of the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, included but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

The decision of the arbitrator shall be binding.

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

ARTICLE VI

SALARIES

A. For all current employees (hired on or before January 2, 2014) the following (existing) salary guide shall remain in effect. All such employees shall be entitled to a yearly two percent (2%) salary increase calculated utilizing their base salary from the prior year of employment.

SCHEDULE A-1

SALARY GUIDE FOR EMPLOYEES HIRED ON OR BEFORE JANUARY 2, 2014**

Effective	<u>1/1/2014*</u>	<u>1/1/2015</u>	<u>1/1/2016</u>
<u>Police Officers</u>			
Probationary Year 1	\$41,371	\$42,199	\$43,043
<u>Completion of:</u>			
1 st Year	\$50,918	\$51,937	\$52,976
2 nd Year	\$60,761	\$61,977	\$63,216
3 rd Year	\$73,184	\$74,648	\$76,141
4 th Year	\$82,330	\$83,977	\$85,656
5 th Year	\$91,480	\$93,309	\$95,176
6 th Year	\$108,633	\$110,806	\$113,022
7 th Year	\$122,355	\$124,802	\$127,298
8 th Year	\$134,934	\$137,632	\$140,385
9 th Year	\$149,470	\$152,459	\$155,508
Sergeant	\$162,475	\$165,724	\$169,039
Lieutenant	\$171,086	\$174,507	\$177,997

*This schedule also applies to officers hired on or before January 2, 2014.

**This schedule reflects figures in which the two percent (2%) increase has been added to each step's base salary for the given year.

B. For employees hired after January 2, 2014 the following salary schedule shall be in effect for the contract period. New employees hired after January 2, 2014 and during the term of the Agreement shall also be entitled to a yearly two percent (2%) salary increase calculated utilizing their base salary from the prior year of employment.

SCHEDULE A-2
SALARY GUIDE FOR EMPLOYEES HIRED AFTER JANUARY 2, 2014**

	Effective 1/1/2014*	Effective 1/1/2015	Effective 1/1/2016
PATROLMAN			
BEGIN	\$30,000	\$30,600	\$31,212
Academy	\$34,500	\$35,190	\$35,894
2 nd Year	\$39,000	\$39,780	\$40,576
3 rd Year	\$48,000	\$48,960	\$49,939
4 th Year	\$57,000	\$58,140	\$59,303
5 th Year	\$66,000	\$67,320	\$68,666
6 th Year	\$75,000	\$76,500	\$78,030
7 th Year	\$84,000	\$85,560	\$87,394
8 th Year	\$93,000	\$94,860	\$96,757
9 th Year	\$102,000	\$104,040	\$106,121
10 th Year	\$111,000	\$113,220	\$115,484
11 th Year	\$120,000	\$122,400	\$124,848
12 th Year	\$129,000	\$131,580	\$134,212
13 th Year	\$138,000	\$140,760	\$143,575
14 th Year	\$149,470	\$152,459	\$155,508
Sergeant 1 st Year	\$153,000	\$156,060	\$159,181
Sergeant 2 nd Year	\$162,475	\$165,724	\$169,039
Lieutenant	\$171,086	\$174,507	\$177,997

* This schedule shall not apply to any employee hired on or before January 2, 2014.

**This schedule reflects figures in which the two percent (2%) increase has been added to each step's base salary for the given year.

C. Effective as of January 1, 2010, the provisions of the former Agreement relating to Senior Differential shall be deleted and no further payment shall be made pursuant thereto.

ARTICLE VII

OUT OF TITLE WORK

Effective as of January 1, 1997, the provisions of the former Agreement relating to out of title work shall be deleted and no further payment shall be made pursuant thereto.

ARTICLE VIII

LONGEVITY

Effective as of January 1, 2010, the provisions of the former Agreement relating to Longevity pay shall be deleted and no further payment shall be made pursuant thereto.

ARTICLE IX

OVERTIME

- A. Overtime compensation shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay including Salary (Article VI), College Credit (Article XVIII) for all overtime, including municipal court overtime.
- B. In the event that an employee is called in for duty during his/her time off, he/she shall receive a minimum of four (4) hours of overtime pay. If an employee is required to appear in Saddle River Municipal Court during his/her time off, he/she shall receive a minimum of four (4) hours of overtime pay. All other required Court appearance outside of Saddle River will be recognized as "call-in" (i.e. subpoena, etc.) and shall be paid at the four (4) hour minimum. This section shall not apply to extensions of the regular tour of duty.
- C. In the event that an employee is called in on a listed holiday, he/she shall receive an additional day off.
- D. 1. A scheduled tour of duty shall be eight (8) hours.
2. Employees shall have a minimum of sixteen (16) hours off between scheduled tours of duty.
3. Should the Borough schedule an employee to work a tour of duty prior to the employee receiving the sixteen (16) hour minimum above, the employee shall receive compensation at the overtime rate for the first four (4) hours of the shift, and compensation at the straight time rate for the second four (4) hours of the shift.
- E. All overtime compensation shall be calculated on a bi-weekly basis and paid bi-weekly.

F. At the option of the employee, overtime compensation may be taken as time off in lieu of monetary compensation in accordance with and subject to the following except as otherwise approved by the Chief of Police:

1. Time off shall be earned at the rate of one and one-half (1 ½) hour for every hour worked but shall be taken in minimums of two (2) hour units, upon prior notice to and approval by the Tour Commander.
2. Such time shall not result in additional overtime and shall be subordinate in priority to vacation, holidays, personal days and emergencies.

ARTICLE X
VACATION LEAVE

A. Employees shall be entitled to vacations based upon length of service as hereinafter provided.

<u>Years of Service</u>	<u># of Days Vacation</u>
Up to 1 year of service	5 working days
From 1 to 5 years of service	10 working days
In the 6 th year of service	11 working days
In the 7 th year of service	12 working days
From 8 to 10 years of service	15 working days
From 11 to 15 years of service	20 working days
Over 15 years of service	23 working days
Over 20 years of service	25 working days

B. In the event that an employee's regular pay day falls on a day during the employee's vacation, said employee shall receive his/her pay prior to leaving for vacation.

ARTICLE XI
HOLIDAY LEAVE

- A. All employees shall be entitled to thirteen (13) paid holiday leave days per year.
- B. Employees may elect to receive monetary compensation for up to six (6) holiday leave days in lieu of time off. Such compensation shall be at the straight time base rate of pay for the employee.
- C. Employees electing to receive monetary compensation pursuant to Section B of this Article must notify the Chief of Police and the Borough Administrator prior to November 1 of each calendar year as to the number of holidays for which the employee elects to receive monetary compensation. Payments made by the Borough to the employee shall be made in January of the following calendar year. Failure to make the proper timely notification will disqualify the employee from receiving monetary compensation pursuant to this Article.
- D. In addition to the holidays set forth above, all employees shall receive an additional holiday when an emergency closure occurs and the Borough offices are closed for a full day due to a weather event or other emergency.

ARTICLE XII

SICK LEAVE

- A. All employees shall be entitled to fifteen (15) days of sick leave per year which should be cumulative up to a maximum of three-hundred (300) sick days.
- B. In the event that an employee utilizes zero (0) sick days during the period from January 1 through June 30 of each year, and zero (0) sick days during the period from July 1 through December 31 of each year, he/she shall be entitled to one (1) personal day for each such six (6) month period, to be taken during the following calendar year in addition to the personal days provided in Article XVII.
- C. Commencing in 2003, all employees shall participate in the Borough's short-term disability program (hereinafter referred to as the "Program") upon the following terms and conditions:
1. The annual premium for the Program shall be shared equally by the employee and the Borough.
 2. The employee shall be eligible to apply for the Program benefits after eight (8) calendar days from the date of an injury or illness which causes a disability, as determined by a physician. For purposes of this Article (XII), the first date on which benefits under the Program are available to the employee shall be defined as the "Commencement Date."
 3. The maximum period of disability under the Program will be six (6) calendar months from the Commencement Date. During the disability period: (i) the employee will no longer be charged with sick time under the terms of this Contract;

(ii) he/she shall continue to receive the full pay and benefits to which he/she is entitled under this Contract; and, (iii) he/she shall assign over to the Borough all disability payments made pursuant to the Program.

4. If the period of disability exceeds six (6) months from the Commencement Date, benefits under the Program shall terminate and the employee shall be required to utilize sick days in accordance with this Contract.

D. Upon retirement, all employees hired after January 2, 2014 shall be entitled to fifty percent (50%) of their accrued unused sick leave, not to exceed Fifteen Thousand Dollars (\$15,000.00). If the New Jersey Legislature should enact new legislation which places a monetary cap on such entitlement, the new legislation shall take precedence upon the expiration of the Collective Bargaining Agreement unless otherwise specified by the Legislature.

ARTICLE XIII

TERMINAL LEAVE

- A. All employees retiring under the Policemen's and Firemen's Retirement System (PFRS) shall be paid for the unused accumulated sick leave on the basis of one (1) day's terminal leave or pay at the employee's option, for every two (2) accumulated days, not to exceed one hundred fifty (150) paid days provided that the employee has accumulated at least forty five (45) days.
- B. In order for an employee to be eligible for the benefits enumerated in Section A of this Article, the employee must be eligible for full or disability retirement under PFRS. If an employee dies while an employee of the Borough, the employee's designated pension beneficiary shall receive the employee's terminal leave payment for unused accumulated sick leave on a basis of one (1) day's terminal leave payment for every two (2) accumulated days not to exceed one hundred fifty (150) paid days provided that the employee has accumulated at least forty five (45) days.
- C. An employee terminating his/her employment for any reason other than those enumerated above shall not be reimbursed for any unused accrued sick leave.
- D. In order for an employee to be eligible for the above enumerated retirement benefits, the employee must notify the Borough at least six (6) months prior to the employee's projected date of retirement.

ARTICLE XIV

ILLNESS IN FAMILY LEAVE

- A. In the event of a serious illness in the immediate family of a member of the Department, said member shall be entitled to three (3) days off without loss of pay.
- B. The immediate family includes father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, grandfather and grandmother.

ARTICLE XV

BIRTH LEAVE

In the event of a birth of a child to the employee and his spouse, said employee shall be entitled to three (3) days off without loss of pay.

ARTICLE XVI

BEREAVEMENT LEAVE

- A. In case of the death of a father, mother, grandfather, grandmother, grandchild, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, an employee will be allowed time off at his/her regular rate of pay from the date of the death until the day of the funeral, inclusive.
- B. In the case of death of an uncle, aunt, nephew, niece or cousin of the first degree, an employee will be allowed time off at his/her regular rate of pay for the day of the funeral only.
- C. With prior approval of the Chief of police, bereavement leave may be extended by up to two (2) days for a total bereavement leave up to five (5) days without loss of pay.

ARTICLE XVII
PERSONAL LEAVE

- A. All employees shall be granted two (2) personal leave days per year without loss of pay, in addition to any other leave the employee may be entitled to.
- B. Personal leave days may be taken by the employee at any time during the year upon providing a written request to the Chief of Police at least seventy-two (72) hours prior to the desired time off. When personal days are requested pursuant to this Section, the employee may not be required to give the reason for said personal leave.
- C. In cases of emergency, an employee need not give the required seventy-two (72) hour notice. However, the employee may be required to give the reason for said emergency.

ARTICLE XVIII
COLLEGE CREDIT

All personnel employed by the Borough as of January 1, 1997 shall receive: (1) \$750.00 annual college credit compensation if they received no such compensation prior to January 1, 1997; or, (2) \$750.00 college credit compensation in addition to the amount to which they were entitled on December 31, 1999 pursuant to prior practice. All employees hired after January 1, 1997 shall not be entitled to college credit compensation under this Article.

ARTICLE XIX

CLOTHING ALLOWANCE

A. All employees shall receive a clothing allowance as follows:

2014 - \$2,000 per year

2015 - \$2,000 per year

2016 - \$2,000 per year

Said clothing allowance shall be paid by check to each employee in February of each year.

B. Clothing and equipment, if damaged in the line of duty, shall be replaced by the Borough, subject to the written approval of the Chief of Police which shall set forth that such damage occurred in the line of duty and the facts in support thereof.

C. The actual cost of repairing or replacing an Officer's ring(s) and/or watch, up to a maximum of two hundred dollars (\$200.00) for both items, if damaged or lost in the line of duty, shall be paid by the Borough. Such payment shall be subject to the written approval of the Chief of Police which shall set forth that such damage or loss occurred in the line of duty and the facts in support thereof, together with presentation of a paid bill for the cost thereof by the Officer.

D. The actual cost of repairing or replacing a Police Officer's regular eyeglasses or contact lenses, if lost or damaged in the line of duty, shall be paid by the Borough. Such payment shall be subject to the written approval of the Chief of Police which shall set forth that such damages or loss occurred in the line of duty and the facts in support thereof, together with presentation of a paid bill for the cost thereof by the Officer.

ARTICLE XX

EMERGENCY RECALL ALLOWANCE

In order to formalize the existing provision requiring each officer to maintain a cellular phone for "Emergency Recall", all employees shall receive an emergency recall allowance of One Hundred and Fifty Dollars (\$150.00) per year. Said emergency recall allowance shall be paid by check to each employee in February of each year.

ARTICLE XXI

MILEAGE ALLOWANCE

- A. When an employee must use his/her personal vehicle for any official police business, he shall receive a mileage allowance at the rate of eighteen (\$0.18) cents per mile.
- B. Mileage allowance will be given only when the employee received prior approval from the Chief of Police to use his/her own personal vehicle for official police business and only when an official municipal vehicle is not available for use by the employee.

ARTICLE XXII

MEDICAL AND DENTAL INSURANCE

- A. 1. For all retirees and officers employed as of the execution of this Agreement, the use of the traditional plan concluded on December 31, 2009 and all covered members became part of the Borough Health Plan. The Borough provided a thirty (30) day transition period, from January 1, 2010, to move the covered employees to the Borough Health Plan.
2. Beginning January 1, 2011 all active covered members shall pay thirty dollars (\$30) per bi-weekly pay period for family coverage; twenty dollars (\$20) per bi-weekly pay period for husband/wife coverage; and, ten dollars (\$10) per bi-weekly pay period for single coverage towards medical premium for all covered medical benefits. This Benefit Contribution shall remain unchanged for the duration of the contract and shall be processed through the Section 125 Plan.
3. Dental coverage limited shall be adjusted to reflect increasing market costs from the current annual limit of One Thousand Five Hundred Dollars (\$1,500.00) to Two Thousand Five Hundred Dollars (\$2,500.00) and include the addition of a lifetime maximum for dependent children for orthodontia of Three Thousand Dollars (\$3,000.00). The Borough will continue the current coverage provisions of One Hundred Percent (100%) for preventative and diagnostic care and Seventy Percent (70%) for basic coverage procedures.
4. Any active covered employees may opt-out of the health benefits program, by notification to the Borough Administrator, if they show and certify that they will receive coverage from a spouse. The Borough will pay Fifty Percent (50%) of the

cost savings to the employee for the entire period the employee remains off of the Borough's health care plan. If for any reason the employee's spouse loses health care coverage, the employee shall make formal notification to the Borough Administrator as soon as reasonably possible. At the time of such notification, the Borough will reinstate the employee's coverage and prorate the amount of cost savings paid to the employee from the date of opt-out to the day of reinstatement. Failure to notify the Borough will relieve the Borough of any and all health benefit obligations incurred by the employee from the opt-out date to the date of reinstatement. A member may re-enroll in the Borough Health Plan for any reason after notification to the Borough.

- B. In the event that the Borough elects to utilize an alternative insurance program, the benefits provided thereunder shall be equal to or better than the benefits currently provided. The Borough will notify the PBA and all retired members of any policy changes concerning their Insurance Plan. Said insurance shall continue to be paid by the Borough after retirement except in the event an employee retired and is covered in full by a new employer. In that event, said coverage shall be terminated.
- C. The Borough shall maintain and pay the full costs of the existing dental plan for family, husband and wife, or single, as applicable. Said insurance shall be continued to be paid by the Borough after the retirement except in the event an employee retires and is covered in full by a new employer. In that event, said coverage shall be terminated.

ARTICLE XXIII

PHYSICAL EXAMINATION

Effective as of January 1, 2010, the provisions of the former Agreement relating to Physical Examination were deleted and no further payments were made pursuant thereto.

ARTICLE XXIV

BALLISTIC PROTECTION VEST PROGRAM

- A. The Borough agrees to provide a ballistic protection vest for every employee desiring a vest.
- B. The type of vest to be purchased must be approved by the Chief of Police prior to purchase.
- C. Replacement of the vest and/or any part thereof shall be at the expense of the Borough upon approval of replacement by the Chief of Police.
- D. All employees, whether or not desiring a ballistic protection vest, must sign and return to the Borough, a statement indicating whether or not they desire the Borough to purchase a ballistic protection vest on their behalf.

ARTICLE XXV

POLICE OFFICERS' BILL OF RIGHTS

- A. The purpose of this Article is to establish a procedure for departmental investigations concerning alleged violations of departmental rules, regulations and/or procedures.
- B. The interrogation of a member of the force shall be at a reasonable hour.
- C. The interrogation shall take place at police headquarters.
- D. The member of the force shall be informed of the nature of the investigation before any questioning of that member.
- E. The member of the force shall be informed if he/she is being questioned as a witness or possible defendant at the initial contact.
- F. At any formal stage of the proceedings whenever disciplinary action is definitely being contemplated, the member shall be entitled to consult with counsel and/or his/her Association representative before being questioned.
- G. The member of the force shall not be subject to any offensive or abusive language, nor shall he/she be threatened nor shall he/she be promised some form of reward as an inducement to answer any questions, except in the presence of counsel or other representative.
- H. Should the member be the subject of a criminal investigation, he/she shall be informed of any and all of his/her rights pursuant to the Constitutions of the United States and the State of New Jersey.

ARTICLE XXVI

RETENTION OF BENEFITS

The Borough agrees that all benefits, terms and conditions of employment relating to the status of members in the Saddle River Police Department not covered by 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.

ARTICLE XXVII

PERSONNEL FILES

- A. An employee shall have the right to inspect his/her personnel file on reasonable notice and at reasonable times, provided a designated superior officer is present at the time of inspection.
- B. The Borough agrees to notify the individual police officer if any material derogatory to the police officer is placed in his/her personnel jacket.

ARTICLE XXVIII

ASSOCIATION BUSINESS

One (1) Local 348 PBA representative shall be entitled to one (1) work day off per year with no loss of regular pay to conduct PBA business. This will be in addition to days off already provided to the Delegate or Alternate to attend the State Convention and meetings. In addition, not more than three (3) additional days may be used by the PBA for its designated member or members to attend State PBA functions. Proper notice shall be provided to the Chief of Police.

ARTICLE XXVIX

SHIFT COVERAGE AND SCHEDULING

- A. The Association recognizes that the number of employees on a shift is a management prerogative and not subject to the grievance procedure. However, both the Borough and the Association recognize that to insure the efficiency of the Police Department and the safety of the residents, citizens and taxpayers of the Borough and the employees themselves, the Borough shall attempt to maintain at least two (2) employees on duty at all times.
- B. Upon the prior request of the PBA, Borough and PBA representatives shall meet to discuss issues and problems arising from shift changes. In the event that the parties are unable to resolve this matter within a reasonable time, this issue may become the sole purpose for further negotiations between the Borough and the PBA in accordance with the Rules and Regulations of the Public Employment Relations Commission. Said negotiations have no effect on the remainder of this Agreement.

ARTICLE XXX

EDUCATION AND TRAINING

- A. An active training program in courses of value to the Borough will be instituted and administered by the Chief of Police.
- B. See Resolution Number 65 adopted by the Borough of Saddle River on or about April 13, 1992.

ARTICLE XXXI

MISCELLANEOUS

A. The Borough agrees that police units shall be maintained in safe, operative condition. As used herein, safe, operative condition is defined as the absence of deficiencies for which summonses may be issued. When incipient problems exist, these problems must be reported to the responsible supervisor in a timely manner.

B. As far as practicable, police units shall be equipped with the following:

a. Shotgun	g. Blankets
b. Night Stick	h. Functional Heater
c. Portable Radio	i. Air Conditioner
d. Road Flares	j. Tinted Windows
e. First-Aid Kit	k. AM Radio
f. Resuscitator	l. Protective Cages in marked units

C. Pick-ups and deliveries shall be restricted to official business of the Borough, the Council and the various Boards constituted by Ordinance and shall not be made outside the borders of the Borough unless approved by the Mayor or Police Commissioner.

D. Ammunition will be inspected annually and replaced as necessary.

ARTICLE XXXII

SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXXIII

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2014 and shall remain in effect through and including December 31, 2016, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or other gives notice, in writing, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Saddle River, New Jersey on this 30 day of Oct, 2014.

BOROUGH OF SADDLE RIVER

PBA LOCAL 348


Mayor Samuel S. Raia


Paul Passaretti, PBA Local 348 President

Attest: Borough Clerk


Marie Elena Macari

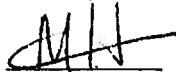

Charles Schwartz

CHARLES SCHWARTZ, PBA Local 348 State Delegate

Initials:

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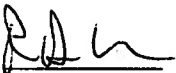
Les Shenkler, Acting Borough Administrator
Borough of Saddle River



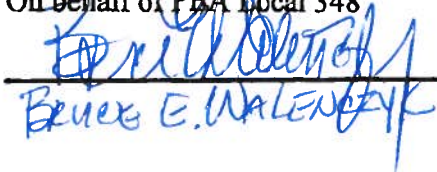
Mollie F. Hartman, Esquire, Eric M. Bernstein & Associates
On behalf of Borough of Saddle River



Timothy McWilliams, Chief of Police
Borough of Saddle River



Richard D. Loccke, Esquire, Law Offices of Loccke, Correia, Limsky & Bukosky
On behalf of PBA Local 348


Bruce E. Walencyk