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COLLECTIVE BARGAINING AGREEMENT  
BETWEEN

THE BOROUGH OF PARAMUS AND PBA LOCAL NO. 186

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1/1/79-12/31/80

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AGREEMENT

This Agreement made this 17<sup>th</sup> day of May, 1979,  
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 certain Police Department  
personnel (hereinafter called "PBA").

Whereas, both parties to this agreement are desirous of reach-  
ing 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 mutual promises and cove-  
nants hereinafter set forth, the parties agree as follows:

ARTICLE I

RECOGNITION

The Borough recognition the PBA as the sole exclusive representa-  
tive for all officers holding the positions of Patrolman, Traffic Con-  
trol Officer and Detectives regardless of assignment of the Paramus  
Police Department.

This Agreement made this 17<sup>th</sup> day of May, 1979, 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 certain 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;

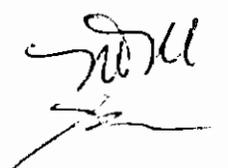
Whereas, the parties have by good faith collective bargaining reached an agreement with respect to such terms and conditions of employment;

Now, therefore, in consideration of 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 Sergeant, Traffic Sergeant, Detective Sergeant, Lieutenant, Detective Lieutenant and Captain regardless of assignment of the Paramus Police Department.



ARTICLE II  
MISCELLANEOUS

Section 1.

In all references to any parties, persons, entities or corporation, 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.

ARTICLE III  
DURATION

Section 1.

The duration of this Agreement shall be from January 1, 1979 through December 31, 1980 .

Section 2.

In the event the parties do not enter into a new Agreement on or before midnight of December 31, 1980 , 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 (30) days prior to any intended expiration date.

-NDL  
C 2

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 No. 186 at the Borough Police Department.

Section 4.

This Agreement will have retroactive effect from the date of executive to January 1, 1979.

ARTICLE IV

MEETINGS

The PBA agrees that they shall submit proposed changes in the contract no later than forty-five (45) days prior to December 31st, and may, at their option, submit proposed changes at any time between August 1st and November 15th. The Borough shall reply within thirty (30) days of receipt of the PBA proposals and present such reply at a meeting with the PBA representatives at the conclusion of which a subsequent meeting shall be scheduled no later than thirty (30) days thereafter, and further subsequent meeting shall be scheduled at intervals of no more than thirty (30) days until the conclusion of the negotiations by an agreement to the contract.

Subject to mutual agreement and vacation schedules, the PBA may submit proposals prior to August 1st of the contract expiration.



In any event, the provisions of this clause shall be subordinate to and in no way conflict with the rules of the Public Employment Relations Commission as they may be amended from time to time.

ARTICLE V

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT

The parties recognize and affirm that their relationship is covered by the "New Jersey" Employer-Employee Relations Act", 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.

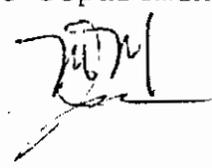
ARTICLE VI

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 meeting 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.

Members of the negotiation committee shall be permitted to attend all committee meetings while on duty provided their absence from duty will not create an emergency situation which seriously impairs the operation of the Police Department.

ARTICLE VII

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 VIII

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.

Title 40 and Police Ordinance Chapter 17 of Revised Ordinances of Borough of Paramus are applicable to members of the Police Department.



ARTICLE IX

NO STRIKE

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

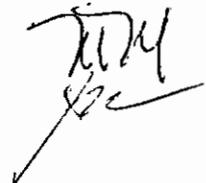
Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, parties hereto agree that there will not be and that the PBA, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism or other actions which would interfere with the normal operation of the Police Department.

ARTICLE X

CONTINUED WORK OPERATIONS

Section 1.

Neither the PBA nor any of its members shall engage in any job action, strike, work stoppage, sit down, slow down, 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.

A handwritten signature in black ink, appearing to be 'JIM' with a flourish underneath.

Section 2.

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

ARTICLE XI

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. 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 XII

HOURS OF WORK

The standard weekly work schedule shall consist of an average of forty (40) hours on a changing, rotating eight (8) hours 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.

Call week hours shall be 10:00 P.M. to 6:00 A.M.

A Detective called to duty after 6:00 A.M. shall then work for eight (8) consecutive hours.











ARTICLE XII

HOURS OF WORK

~~Members of the Investigative Unit shall work five consecutive days except call week.~~  
Members of the Investigative Unit shall work five consecutive days except call week.

All sworn personnel through the rank of Detective Sergeant shall be assigned call time on a rotating basis.

Call time shall include the hours 6 A.M. to 12 Noon and after 8 P.M. on Sunday night up to 6 A.M. on Monday morning.

The designation of a 10 - 6 tour shall be a night tour, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, ending 6 A.M. on Sunday morning.

The call man will have a split day off on the Friday prior to his working Sunday.

Attached hereto and made a part of this agreement is the working schedule of the Investigative Unit.

A handwritten signature in black ink, appearing to be 'Judy' followed by a flourish.

ARTICLE XIII

SCHEDULES

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

In no event, except by mutual agreement shall there be less than sixteen (16) hours of off duty time between consecutive work days except for members of the Traffic Division.

All tour changes shall be in writing and dated on the date that the man personally received the change.

ARTICLE XIV

OVERTIME

Section 1.

Overtime shall be compensated by one and one-half (1-1/2) times the base hourly rate. The employee working the overtime may by mutual agreement request that said overtime be compensated at time and one-half (1-1/2) in compensatory time and maintain in a compensatory time bank.

Section 2.

Employees shall be permitted to accumulate ten (10) days in their compensatory time bank (C.T.O.Bank). After ten (10) days the employee must take such extra days off within thirty (30) days. All employees presently over the ten (10) day maximum accumulation shall have twelve (12) months after date of agreement to reduce their

time back to ten (10) days. In case of death, the estate of the employee shall receive in cash the accumulated time back days at the daily rate at the time of the employee's death. In case of disability retirement, the employee shall receive in cash the value of accumulated time back days at the employee's daily rate at the time of retirement. All time back days accumulated by the employee shall be used up before normal retirement. The officer in charge of the Division affected shall have the right to assign days off to anyone who does not use up his accumulated time back of over ten (10) days after the first twelve (12) month period. The same shall hold for the thirty (30) day time period of accumulated ten (10) days. If the employee does not take any days over ten (10) during the thirty (30) day period the days shall be assigned by the officer in charge of the Division.

### 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.

Said personnel shall receive an additional five (5) days compensatory time off for said time so spent in recognition of additional hours of work.

### Section 4.

An overtime book shall be kept in each division. It shall be the responsibility of the officer to enter his name in the book when

he is available to work during his off duty hours. The officers on the list shall be called by seniority for overtime until the list is exhausted and then it shall be restarted.

Section 5.

In the event of scheduled overtime the officer so scheduled shall be guaranteed of minimum of three (3) hours pay except when the overtime precedes or follows a working tour then the overtime shall be time and one-half for each hour worked.

ARTICLE XV

RIGHT OF FIRST REFUSAL

The past practices of the Borough to employ special personnel for certain duties carried out by the Department shall continue.

However, regular police who are off duty shall be offered the first opportunity to work overtime for park patrols, crowd control, criminal court hearing and strike duty when the on duty force is inadequate.

No employee covered by this agreement shall be replaced by any non-police or special person during the term of this agreement. No post presently filled or position presently filled by an employee covered by this agreement shall be abolished, impaired or filled by any non-regular police personnel.

ARTICLE XVI

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 XVI-B

PAID HOSPITALIZATION FOR RETIRED MEMBERS

When a police employee retires during the term of this agreement on a regular retirement or disability retirement he shall be entitled to up to \$50.00 per month from the Borough of Paramus to pay for his own medical insurance program. If the employee, who is retired, is employed by another employer where there is supplied a Blue Cross-Blue Shield plan, then during such employment the retiree cannot take under this Paramus Police Department benefit as is proposed. The retiree also shall not be entitled to take under this proposed benefit if the retiree's spouse has employment that provides for this type of coverage for the retiree. It is further suggested that the Borough of Paramus provides for annual certification of such lack of coverage and the fact that the retiree did purchase the insurance on his own. This benefit shall end when the retired employee reaches the age of sixty two(62) years old.

*[Handwritten signature]*

ARTICLE XVII

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 the employee.

ARTICLE XVII -A

PHYSICAL EXAMINATIONS

Each employee shall be entitled at his sole option to have a biannual physical examination. The cost of said physical examination shall be paid for by the employer, not to exceed One Hundred Fifty (\$150.00) Dollars.

Fifty (50%) percent of members shall be eligible each year.

ARTICLE XVIII

HOLIDAYS

Section 1

All employees covered by this agreement shall receive twelve (12) days of regular compensation in lieu of time off for any holidays.



ARTICLE XVII

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 the employee.

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Each employee shall be entitled at his sole option to have a biannual physical examination. The cost of said physical examination shall be paid for by the employer, not to exceed One Hundred Fifty (\$150.00) Dollars.

Fifty (50%) percent of members shall be eligible each year.

ARTICLE XVIII

HOLIDAYS

Section 1

All employees covered by this agreement shall receive twelve (12) days of regular compensation in lieu of time off for any holidays.

A handwritten signature in dark ink, appearing to be 'J. M. M.', is located in the lower right quadrant of the page.

Section 2.

The payment specified in Section 1 above shall be payable upon the execution of this agreement by both parties and passage of the 1979 and 1980 Borough budget. Such payment for the year 1979 and 1980 shall be made by the second or third pay period following the passage of the 1979 and 1980 Borough budget. 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 involuntarily prior to the end of the year except in the event of death, disability or retirement. Holidays shall be earned by the employee at the rate of one (1) holiday per month commencing in January and continuing through the month of December. In case of death of an employee, the holidays shall be paid to the employee's estate.

Section 3.

Members of the Patrol Division shall receive an additional four (4) hours time back for every holiday worked. The twelve (12) Borough listed holidays shall be the days that each man receives credit if he is on duty. Any member out sick, service or non-service connected or takes a personal day or time back day on a listed holiday shall not be entitled to the four (4) hours time back. A member shall receive four (4) hours time back if he is on vacation during any of the listed holidays.

ARTICLE XIX

PERSONAL DAY

Each employee shall be entitled to one (1) personal day off, to be specified by mutual agreement between the employee and the Chief of Police.

BOROUGH HOLIDAYS - 1979

NEW YEAR'S DAY..... MONDAY, JAN. 1  
MARTIN LUTHER KING ..... MONDAY, JAN. 15  
WASHINGTON'S BIRTHDAY ..... MONDAY, FEB. 19  
GOOD FRIDAY ..... FRIDAY, APRIL 13  
MEMORIAL DAY ..... MONDAY, MAY 28  
INDEPENDENCE DAY ..... WEDNESDAY, JULY 4  
LABOR DAY ... MONDAY, SEPT. 3  
ELECTION DAY ..... TUESDAY, NOV. 6  
VETERANS DAY ..... MONDAY, NOV. 12  
THANKSGIVING DAY ..... THURSDAY, NOV. 22  
DAY AFTER THANKSGIVING DAY ..... FRIDAY, NOV. 23  
CHRISTMAS DAY ..... TUESDAY, DEC. 25

*Handwritten signature*

ARTICLE XX

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.

By mutual agreement the employees of the Police Department may work the vacation days due them and be compensated therefore at their regular rate of pay. All offers from the employees shall be submitted to the Chief of Police. All offers shall be for blocks of five (5) working days.

Upon termination vacation time if any due to any employee shall be prorated based upon service in the preceding year.

In case of death any owed vacation shall be paid to the employee's estate.

A handwritten signature in black ink, appearing to be 'J. M. J.', is located in the lower right quadrant of the page.

ARTICLE XX

VACATIONS

Each full time employee hired after January 1st, 1979, 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, the employee shall be entitled to the following vacation guide up to a maximum of twenty five (25) days.

<u>After Completion of</u>	<u>Days</u>	<u>After Completion of</u>	<u>Days</u>
1st Year	10	14th Year	19
2nd Year	10	15th Year	20
3rd Year	11	16th Year	21
4th Year	11	17th Year	22
5th Year	12	18th Year	23
6th Year	12	19th Year	24
7th Year	13	20th Year	25
8th Year	13	21st Year	25
9th Year	14	22nd Year	25
10th Year	15	23rd Year	25
11th Year	16	24th Year	25
12th Year	17	25th Year	25
13th Year	18		



ARTICLE XXI

OUTSIDE EMPLOYMENT AND OFF DUTY POLICE ACTION

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) Officers shall be permitted to be employed in any position within the Borough permitted under state provided that before accepting quasi police employment, he shall file with the Chief of Police a hold harmless agreement to the benefit of the Borough and in a form approved by the Borough Attorney, signed by the prospective employer assuming all liability which may be claimed against the Borough as a result of any act or incident related to said outside employment.

Under the provisions of N.J.S.A. 40A:14-152.1 and N.J.S.A. 40A:14-152.2 enacted by Laws of 1977, Chapters 436 and 437 effective March 2, 1978, any full time permanent appointed municipal officer shall have the authority of full power of arrest for any crime committed in the officer's presence anywhere in the State of New Jersey.



Whenever the officer is acting lawfully beyond the territorial limits of the municipality of Paramus, the said officer shall have all of the immunities from liability from suit and shall have all of the pension, relief, disability, workmens compensation, insurance and any other benefits that he would be entitled to while performing his duties within the municipality.

Since all police officers are permitted by the above law to be subject to duty twenty-four (24) hours per day in the performance of police work, the parties agree that any police action taken by a member of the force on his time off which would have been taken by an officer on active duty if present or available shall be considered as police action and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty performing police work.

The employer agrees to pay such employee an additional sum to be added to the regular and periodic payments that the employee receives in the amount of One (\$1.00) Dollar per year which shall be considered as part of his base annual wage.

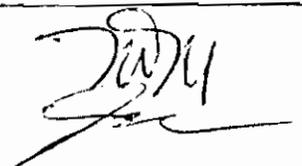
HOLD HARMLESS AGREEMENT

I, the undersigned, a Police Officer of the Borough of Paramus, hereby agree that I will hold the Borough of Paramus harmless from any and all acts performed by me while working for an outside employer within the Borough of Paramus in the capacity of quasi-police employment.

In the presence of:

---

---



TO: BOROUGH OF PARAMUS  
JOCKISH SQUARE  
PARAMUS, N. J. 07652

The undersigned, prospective employer of \_\_\_\_\_  
\_\_\_\_\_, a Police Officer of the Borough of Paramus,  
hereby agrees to hold the Borough of Paramus harmless for any acts  
performed by said officer while in my employ in a quasi-police  
capacity.

\_\_\_\_\_  
Employer

In the presence of:  
\_\_\_\_\_

ARTICLE XXII

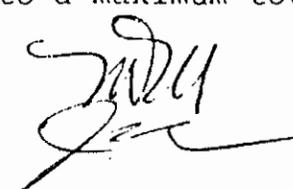
LONGEVITY

Section 1.

Commencing with the first day of the calendar year during  
which five (5) years of continual service shall have been completed,  
the employees covered by this agreement shall receive an additional  
two (2%) per cent 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 XXIII

PREMIUM PAY FOR WORKING OUT OF RANK

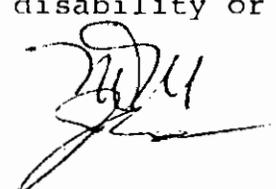
In the event that a vacancy in a permanent authorized position of rank higher than patrolman exists for longer than thirty (30) consecutive days, the Borough shall then assign the individual to fill the rank temporarily and then fill the rank ninety (90) consecutive days after the vacancy. This shall not be construed to apply to vacancies created by temporary illness or injury, nor shall the same be deemed to change the present "rotations" program of temporary assignments in various divisions.

ARTICLE XXIV

CLOTHING ALLOWANCE

The Borough shall pay the additional sum of Three Hundred Fifty (\$350.00) Dollars per year 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 by the third or fourth pay period following the passage of the Paramus Municipal budget. 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 year except in the event of death, disability or retirement.



Personal property of an employee necessary to the proper performance of duty (e.g. eyeglasses, watches, etc.) damaged, lost or destroyed in the line of duty shall be repaired or replaced by the Borough.

In the event of a uniform change no other Borough employee will be authorized to wear or purchase the same.

Uniforms which are worn, damaged or destroyed in the course of duty will be replaced by the Borough upon presentation of the uniform or reason for the wear, damage or destruction which is acceptable to the Borough.

#### ARTICLE XXV

#### COURT TIME

The Borough agrees that the benefits dealing with court time be rewritten to make the benefits clearer to all concerned in the form provided by the Borough.

- (A) Grand Jury: Full days credit for any time spent before any Grand Jury.
- (B) Court Appearances: Full days credit for any time spent in any criminal or civil court outside of the Borough of Paramus while off duty including any municipal court where cases are transferred by the Municipal Judge.
- (C) Court Appearances: Minimum of four (4) hours time back for all appearances in Paramus Municipal Court in all instances where an officer cannot arrange court appearances on court nights when he is working.

(D) Call Time:

- (1) Subpoenas for criminal court will be served after calendar call. A designated member of the department will attend calendar call and inform those under subpoena of the status of the case. Those under subpoena will receive four (4) hours credit for standing by while on call and until released from call time by the designated member.
- (2) Subpoenas for civil courts are the sole responsibility of the officer receiving the subpoena. Whether received at headquarters or at home, subpoenas shall be logged in the subpoena log when received. Officers in civil matters shall check daily while on call and inform department heads when released from call time. Four (4) hours credit.

If any officer is required to remain in any court beyond his normal tour of duty, he shall be compensated at time and one-half for all such additional time as indicated in Section 1 of Article XIV.

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

All employees required to attend to appear at the prosecutor's office or report the assignment Judge for failing to appear in court on



a subpoena which he did not receive shall be accompanied to the prosecutor's office or before the assignment Judge with the Chief of Police or Captain in charge of the division where the employee is assigned.

For Municipal Court work if the United States Fair Labor Standards Act is made applicable to Municipal Law Enforcement personnel both parties to this agreement will abide by its provisions.

ARTICLE XXVI

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 one and one-fourth (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 or in the event of death, an employee or his legal representative shall be entitled to receive severance pay in an amount equal to one-half (1/2) 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 Workmens Compensation Laws of the State of New Jersey, the Borough shall continue such employee's full pay as the employee continues to receive temporary disability benefits for a period not exceeding one year. Payment made to any employee of Workmens Compensation as temporary disability benefits shall be deducted from any salary payments made by 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 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.

In the event of death of an employee the Borough will make a cash payment of fifty per cent (50%) of accumulated unused sick leave to his estate.

If the Borough requires an employee to submit a certificate from a physician then the Borough shall pay for the cost of the physician.

Made this            day of

BOROUGH OF PARAMUS, a Municipal Corporation of the State of New Jersey, located at Jockish Square, Paramus, New Jersey (hereinafter referred as "BOROUGH"

residing at

(hereinafter referred to as "EMPLOYEE")

W I T N E S S E T H :

WHEREAS, the undersigned EMPLOYEE of the Borough of Paramus is entitled to certain benefits by reason of a separate agreement or by reason of Borough Ordinances whereby if the EMPLOYEE is unable to work because of injuries sustained on his job entitling him to Workmens Compensation Temporary Disability Benefits, it assures the



EMPLOYEE to receive his full pay upon condition that the Workmens Compensation Temporary Disability benefits received by said EMPLOYEE is transferred to the BOROUGH; and

WHEREAS, it is the BOROUGH's policy to pay the EMPLOYEE his full pay on condition that the BOROUGH receives the Temporary Disability Benefits; and

WHEREAS, the undersigned EMPLOYEE in order to receive this privilege must cooperate fully with the Workmens Compensation insurance company so that the temporary disability payments will not be delayed or suspended.

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

(1) If an employee injures himself in the course of employment by the BOROUGH in which he is entitled to receive temporary disability benefits under the New Jersey Workmens Compensation Act that the Borough of Paramus shall pay the employee injured his full and usual pay while the said employee is receiving temporary disability benefits.

(2) The employee agrees to pay to the Borough of Paramus the full amount of all temporary disability benefits received from the Workmens Compensation insurance company carrier, representing temporary disability payments for all weeks during which the BOROUGH has paid the employee full pay while said employee has been unable to work as a result of a compensable injury incurred in the course of employment.

(3) Said employee shall further cooperate fully with the workmens compensation insurance carrier in order to avoid any suspension or delay in receipt of any temporary workmens compensation disability benefits.

(4) Any suspension or delay in the receipt of the temporary disability benefits caused by the employee shall be reason for the Borough to discontinue the payment of its full salary under this agreement.

(5) The Employee hereby authorizes the Borough's workmens compensation insurance carrier to forward all payments of temporary disability payments directly to the Borough so that the check or draft may be endorsed over to the Borough by the employee immediately.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be executed by their proper corporate officers the date and year first above written.

ATTEST:

BOROUGH OF PARAMUS

By: JOHAN C. MASEL, Borough Clerk

By: JOSEPH CIPOLIA, Mayor

Witness:

\_\_\_\_\_  
Employee of the Borough of  
Paramus

ARTICLE XXVII

LEAVE OF ABSENCE

Employees may request unpaid leave of absence subject to the following conditions:

- (1) No more than two (2) employees of the department may be on leave at any time.
- (2) A leave of absence shall not exceed ninety (90) calendar days.
- (3) No wages or other benefits shall be paid or accrued during a leave or absence except, ~~the~~ <sup>for</sup> ~~Borough will continue to pay premiums for health and hospitalization.~~
- (4) All requests shall be in writing and state the reason for the leave and shall be submitted to the Chief for approval.
- (5) The Borough reserves the right not to approve a leave when in the opinion of the Chief the reasons are insufficient or when the capacity of the department to perform its duties would be impaired.
- (6) The decision of the Chief is subject to the grievance procedure.

<sup>for</sup> ~~next~~ \* Whenever there is a leave of absence and there is no unused sick leave available, the employee himself shall personally pay for his hospitalization premium for a maximum of three (3) months.

#### ARTICLE XXVIII

#### USE OF PRIVATE VEHICLES

For authorized use of personal vehicles an official Borough business an employee shall receive fifteen (15) cents per mile. The employee shall maintain a mileage log. Benefits shall be paid by submission of a voucher.

ARTICLE XXIX

MEALS

When the Borough requires an employee to attend a police activity outside the Borough, the employee shall be entitled to up to Three Dollars and Fifty Cents (\$3.50) for lunch.

ARTICLE XXX

PATROL ROTATION ALLOWANCE

Effective January 1, 1980 every employee who is in the Patrol Division and who rotates through three tours shall be paid in addition to other paying benefits and allowances of \$150.00 annually and shall be defined as "Patrol Rotation Allowance". This \$150.00 is meant to be paid on a biweekly basis along with his regular pay.

A handwritten signature in black ink, appearing to be 'J. H. J.', with a long horizontal line extending to the right.

ARTICLE XXXI

EQUIPMENT

If an employee of the department alleges that a motor vehicle he is assigned to use is unsafe to operate then, the vehicle shall be inspected by a Borough mechanic before it is used. If a mechanic is not available to inspect the vehicle then another vehicle shall be assigned to the employee.

If no vehicle is available then the Superior Officer shall call in a Borough mechanic to inspect the vehicle and the decision of the Borough mechanic shall be final.

All regular marked police vehicles purchased after the execution of this agreement shall be a standard size vehicle with a standard police package.

The equipment of said vehicles shall include but not limited to the following equipment: automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic trunk release, roof rack with electronic siren and lights, oxygen, first aid kit and flares.

At least two (2) marked vehicles shall be equipped with twelve (12) gauge shotguns and cages.

ARTICLE XXXII

RESIDENCY

Police officers shall not be required to be residents of the Borough, unless otherwise provided by law.

ARTICLE XXXIII

INSURANCE

*BENEFICIARY*

The designated ~~survivors~~ of the Police Officers who died while employed shall be entitled to receive a Five Thousand (\$5,000.00) Dollars survivors' life insurance benefit which shall be funded by the Borough.

ARTICLE XXXIV

ATTENDANCE OF DELEGATE AT ANNUAL STATE PBA CONVENTION

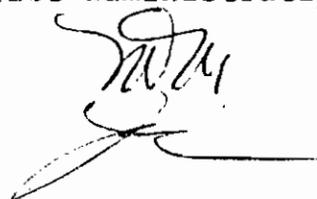
The Borough agrees to give time off with pay to four (4) designated officers or delegates of Local No. 186 annually for four (4) days each and to pay each of these officers up to One Hundred Twenty-Five (\$125.00) Dollars as expense money upon presentation of itemized expense vouchers. The Borough will 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 XXXV

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 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 (7) 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 (64) 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 Ten (\$10.00) Dollars 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 twenty-five (25%) percent (50% of 50%) of the semester hour rate, or Two Dollars and Fifty Cents (\$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 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 fifty (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 (32) 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 fifty (50%) percent 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 a 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 seventy-five (75%) per cent of the semester hour rate set forth in paragraph B above and at thirty-three (33%) per cent of such semester hour rate if the classes were attended during hours for which the officer was receiving his normal compensation.

(F) If an enrolled officer fails to continue in a program for three (3) 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 fifty (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 (2) years of completing a degree shall be reimbursed to the Borough, not to exceed the previous two (2) years' payments.

Section K of 1977-1978 PBA Contract to be attached to Page 35C.

This shall not apply to men enrolled in other than State colleges prior to the date of this contract - semester hours earned through college records.

(K) The Borough recommends no change in the present tuition scale. Further, if the course being taken is given at either the

Bergen Community College or a State College and the tuition scale is lower, that course should be paid for at the lower tuition rate, no matter which school the employee chooses to attend, the difference to be made up by the employee.

Section 2. Technical Training Program

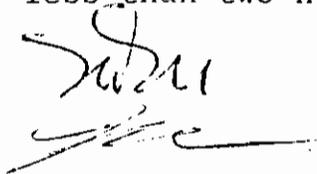
Department officers completing the following technical police training programs shall be eligible for additional compensation to the extent indicated hereinafter.

(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.

(B) Notwithstanding the provisions of Section 2, G., all technical training hours credited shall be compensated at the rate of Fifty (.50¢) Cents per hour 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 two hundred (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 not later than the second pay period following passage of the Borough of Paramus Annual Municipal Budget, as provided in this article effective January 1 of any year.

Section 4.

The employees shall be assigned to in service school only on Borough time but may voluntarily attend on their own time.

Section 5.

The college credit program shall be modified to provide an accumulative payment of Ten (\$10.00) Dollars per credit payable in 1979 for credits earned up to August 31, 1978, and payable in 1980 for credits earned up to August 31, 1979.

