

Contract no. 1378

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOROUGH OF DUMONT

AND

N.J. P.B.A. LOCAL 83 (DUMONT UNIT)

TERM: 1/1/91 THROUGH 12/31/92

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AGREEMENTPREAMBLE

THIS AGREEMENT, made this 8th day of May 1991 by and between the BOROUGH OF DUMONT, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer", and PBA LOCAL 83 (Dumont Unit), hereinafter referred to as the "PBA"; this agreement is effective as of January 1, 1991, and will terminate on December 31, 1992

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

NOW THEREFORE, it is agreed as follows:

ARTICLE I: EMPLOYEES' BASIC RIGHTS

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

The Employer further agrees that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates. Collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

ARTICLE II: EXCLUSIVITY OF ASSOCIATION REPRESENTATION

The Employer agrees that it will not enter into any contract or Memorandum of Agreement with any one but the recognized Association (PBA Local 83 Dumont Unit) only with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

ARTICLE III: PERSONAL EQUIPMENT

If an item of personal equipment is lost or damaged during the course of an employee's police action, the employee shall be reimbursed for same up to a maximum of \$350.00 upon proof of the cost of the item.

ARTICLE IV: EXISTING LAW

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

ARTICLE V: ASSOCIATION RECOGNITION

The Employer recognizes PBA Local 83 (Dumont Unit) only as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all employees employed by the Employer's Police Department except those employees specifically excluded herein, i.e., the Chief of Police.

No employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

ARTICLE VI: ASSOCIATION REPRESENTATIVES

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

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

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

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement;
- (b) The transmission of such messages and information which shall originate with, and are authorized by, the Association or its officers.

The designated Association representative shall be granted time with pay during working hours to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with Employer officials.

ARTICLE VII: RIGHTS OF EMPLOYEES

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

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

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

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

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

These investigations shall be conducted in the following manner:

- (a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed. If any time is lost, the member of the force shall be compensated.

- (b) The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
- (c) The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
- (d) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
- (e) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- (f) The complete interrogation of the member of the force shall be recorded mechanically or by department stenographer. There will be no "off-the record" questions. All recesses called during the questioning shall be recorded.
- (g) If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
- (h) In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests,

to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during his interrogation.

ARTICLE VIII: DATA FOR FUTURE BARGAINING

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

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

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

ARTICLE IX: SALARIES

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

The base annual salary for the period covered by this Agreement, shall, along with all other economic items, be deemed payable as of January 1, 1991, and any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

A SALARY STEP SYSTEM IS HEREBY IMPLEMENTED WITH THE MAXIMUM SALARY TO COMMENCE AT THE CONCLUSION OF FIVE (5) YEARS INSTEAD OF THREE. THIS ARTICLE SHALL APPLY ONLY TO THOSE OFFICERS HIRED AFTER JANUARY 1, 1989.

ARTICLE X: WORK DAY, WORK WEEK AND OVERTIME

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

THE EXPERIMENTAL 6-3 SCHEDULE SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE TERM OF THIS AGREEMENT AND CONTINUING UNTIL A NEW AGREEMENT IS EXECUTED BY THE PARTIES. HOWEVER, IT IS THE UNDERSTANDING OF THE PARTIES THAT SAID SCHEDULE SHALL BE SUBJECT TO MODIFICATION BY AN AGREEMENT BETWEEN THE PARTIES BASED UPON THE RESULTING COST.

WORK IN EXCESS OF THE EMPLOYEE'S BASIC 6-3 WORK PERIOD OR DAILY TOUR OF DUTY SHALL GENERATE OVERTIME AND PAID AT A RATE OF TIME AND A HALF.

Overtime shall be paid by the following rules: it shall be paid as paid overtime compensation (time and one-half).

ARTICLE XI: HOURLY RATE

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

ARTICLE XII: COURT TIME

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

All such required court time shall considered as overtime and shall be compensated a time and one-half.

When an employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled, provided, however, that such travel time shall be computed between the Employer's police headquarters and the pertinent court of Administrative Body.

The amount of overtime to which an employee may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time, provided, however, that the employee entitlement to overtime under this Article shall not be less than TWO hours of overtime pay.

ARTICLE XIII: TRAINING PAY

The Employer agrees to compensate all employees covered by this Agreement at time and one-half rate for attending required training courses, APPROVED BY THE EMPLOYER, on their own time.

ARTICLE XIV: STANDBY TIME

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

ARTICLE XV: RECALL

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

ARTICLE XVI: SHIFT CHANGES

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

THE CHIEF OF POLICE OR HIS DELEGATE HAS THE RIGHT TO ADJUST SHIFTS WITHOUT PROVIDING FORTY-EIGHT (48) HOURS NOTICE IN CASES OF DISASTER OR RECOGNIZED EMERGENCY SITUATIONS. EMERGENCY AS USED HEREIN SHALL INCLUDE ANY UNUSUAL CONDITIONS CAUSED BY ANY CIRCUMSTANCES OR SITUATION INCLUDING SHORTAGES IN THE PERSONNEL OF THE POLICE DEPARTMENT OR FORCE CAUSED BY VACANCIES, SICKNESS OR INJURY, OR BY THE TAKING OF ACCRUED VACATION OR SICK LEAVE OR BOTH, WHEREBY THE SAFETY OF THE PUBLIC IS ENDANGERED OR IMPERILED, AS SHALL BE DETERMINED WITHIN THE SOLE DISCRETION OF THE OFFICER, BOARD OR OFFICIAL HAVING CHARGE OF THE POLICE DEPARTMENT OR FORCE IN ANY MUNICIPALITY. THE EMPLOYER AGREES THAT THE ADJUSTMENT OF SHIFTS PROVISION OF FORTY-EIGHT (48) HOURS NOTICE WILL NOT BE UNREASONABLY OR ARBITRARILY APPLIED.

ARTICLE XVII: LONGEVITY

In addition to all wages and other benefits, each employee shall be entitled to a longevity payment. THIS PAYMENT SHALL BE TWO PERCENT (2%) OF THE ANNUAL BASE SALARY FOR EACH CONSECUTIVE FOUR YEARS OF MUNICIPAL SERVICE FOR THE BOROUGH OF DUMONT, EXCEPT IN NO CASE SHALL THE SUM EXCEED TWELVE (12%) PERCENT OF THE ANNUAL BASE SALARY. This sum shall be included as part of regular salary installments and be subject to retirement system deduction.

The said payments for longevity shall be paid on a bi-weekly basis to the employees entitled to same.

ARTICLE XVIII: UNIFORMS

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

Thereafter, the Employer will pay each employee, during the term of this Agreement, the sum on \$575.00 for 1991 and \$625.00 for 1992, as a clothing allowance which shall be payable the first pay period in May.

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

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

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

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

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

ARTICLE XIX: PBA REPRESENTATIVES

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

IN ADDITION TO ALL OTHER MEETINGS TO WHICH THE PBA REPRESENTATIVE OR HIS ALTERNATE HAS A RIGHT TO ATTEND SUCH PBA REPRESENTATIVE OR HIS ALTERNATE SHALL BE ENTITLED TO ATTEND THREE (3) ADDITIONAL MEETINGS PER ANNUM.

ARTICLE XX: VACATIONS

WITH THE EXCLUSION OF POLICE OFFICERS HIRED AFTER JANUARY 1, 1989, PRESENT MEMBERS OF THE POLICE DEPARTMENT SHALL RECEIVE ANNUAL VACATIONS WITH PAY ACCORDING TO THE FOLLOWING SERVICE SCHEDULE:

(a) Less than six months	None
(b) Six months to one year	Five (5) working days
(c) One year to five years	Ten (10) working days
(d) Five years to ten years	Fifteen (15) working days
(e) Ten years to fifteen years	Twenty (20) working days
(f) Fifteen years to twenty years	Twenty-five (25) working days
(g) Twenty years to twenty- five years	Thirty (30) working days
(h) Twenty-five or more years	Thirty-five (35) working days

THE SEVENTH WEEK VACATION FOR POLICE OFFICERS HIRED AFTER JANUARY 1, 1989 IS ELIMINATED.

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

If an employee is on vacation and becomes sufficiently ill so as to require hospitalization for four (4) days or more, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

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

NOT MORE THAN ONE-HALF OF ALL VACATION TIME TO WHICH EACH MEMBER IS ENTITLED MAY BE TAKEN IN DAILY SEGMENTS ANNUALLY.

ARTICLE XXI: PERSONAL LEAVE

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

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

ARTICLE XXII: HOLIDAYS

All employees covered by this Agreement shall be entitled to receive thirteen (13) paid holidays per year.

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

New Year's Day
Martin Luther King Jr.'s Birthday
Lincoln's Birthday
Washington's Birthday

Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

ARTICLE XXIII: SICK LEAVE

THE SICKNESS AND SICK LEAVE POLICY SHALL BE MAINTAINED AS PROVIDED FOR IN ORDINANCE #690.

ARTICLE XXIV: WORK INCURRED INJURY

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

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

In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workmen's Compensation or, by the final decision of the last reviewing court. THE DECISION OR JUDGMENT shall be binding upon the parties.

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

In the event a dispute arises as to whether an absence should be computed or designated as a sick leave or as an injury on duty,

the parties agree to be bound by the decision of an appropriate Workmen's Compensation judgment, or if there is an appeal therefrom, the final decision of the last reviewing court.

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

ARTICLE XXV: BEREAVEMENT LEAVE

All permanent full time employees covered by this Agreement shall be entitled to a five (5) day leave with pay upon the death of a member of his immediate family.

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

Such funeral leave shall not be charged against the employee's vacation or sick leave.

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

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

ARTICLE XXVI: LEAVE OF ABSENCE

All permanent full time employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed 90 working days.

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

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

At the expiration date of such leave, the employee shall be returned to the position from which he is on leave.

ARTICLE XXVIII: MEDICAL COVERAGE

The Employer will provide and pay for the existing Blue Cross, Blue Shield, Rider J and major medical policies for employees covered by this Agreement and their families. All plans presently in existence shall be maintained.

All increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

THE BOROUGH SHALL CONTINUE TO REIMBURSE EMPLOYEES COVERED BY THIS AGREEMENT WHO RETIRE AFTER, AT LEAST, TWENTY-FIVE (25) YEARS OF SERVICE FOR HEALTH BENEFITS COVERED UNDER THIS ARTICLE UNTIL AGE SIXTY-FIVE (65). THE COVERED EMPLOYEE SHALL SUBMIT PROOF OF PAYMENT BEFORE REIMBURSEMENT MAY BE MADE.

THE EMPLOYER SHALL PROVIDE FULL DENTAL COVERAGE UNDER THE FAMILY PLAN OF THE DELTA DENTAL PLAN OF NEW JERSEY, INC. TO COVERED EMPLOYEES.

ORTHODONTIC BENEFITS ARE SUBJECT TO A MAXIMUM PAYMENT OF \$500.00. SAID PLAN ENCOMPASSES INDIVIDUAL AND FAMILY PLAN, WHICH IS APPLICABLE TO THE EMPLOYEE.

THE EMPLOYER SHALL PROVIDE AN OPTICAL PLAN WITH A MAXIMUM OF \$100.00 PER MAN, AS AN INDIVIDUAL. THE TREASURER WILL REIMBURSE THE COVERED EMPLOYEE ON SUBMISSION OF PROOF OF PAYMENT.

EACH MEMBER COVERED BY THIS AGREEMENT SHALL RECEIVE A STIPEND OF FIFTY DOLLARS (\$50.00) PER MONTH AT AGE SIXTY-FIVE (65) TOWARD EXTENDED HEALTH CARE BENEFITS.

THOSE COVERED EMPLOYEES NOT ELIGIBLE TO RECEIVE MEDICAIRE BENEFITS COMMENCING AT AGE SIXTY-FIVE (65) BECAUSE THEY OR THEIR SPOUSES ARE NOT ENROLLED IN SOCIAL SECURITY WILL RECEIVE AN ALTERNATE EQUIVALENT PLAN PAID FOR SOLELY BY THE BOROUGH. PAYMENT WILL BE PROVIDED THROUGH THE FORM OF A REIMBURSEMENT. THE ELIGIBLE RETIREE WILL FIRST PURCHASE THE PLAN, THEN SUBMIT PROOF OF PAYMENT TO THE BOROUGH.

ARTICLE XXIX: LIFE INSURANCE

The Employer will provide, at its own cost and expense and without cost to the employee, a life insurance policy in the face amount of five-thousand dollars (\$5,000.00) per employee, with a double indemnity provision.

ARTICLE XXX: BULLETIN BOARD

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

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

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

ARTICLE XXXI: CEREMONIAL ACTIVITIES

In the event a police officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit a department vehicle to be utilized by the members in the funeral service.

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

ARTICLE XXXII: PERSONNEL FILES

A separate personal history file shall be established and maintained for each employee covered by this Agreement. ALL PERSONNEL FILES OF COVERED EMPLOYEES SHALL BE MAINTAINED IN THE OFFICE OF THE BOROUGH ADMINISTRATOR.

Any member of the police department may by appointment review his personal file, but this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be

made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

ARTICLE XXXIII: MILITARY LEAVE

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

ARTICLE XXXIV: NIGHT DIFFERENTIAL

The Employer will pay the sum of five-hundred dollars (\$500.0) per year as a night differential to each member of the bargaining unit. Said five hundred dollars (\$500.00) per year shall be in addition to all other benefits to which members of the bargaining unit are entitled and shall be included in the periodic pay checks received by such employees. Effective January 1, 1992 member of the bargaining unit shall receive six hundred dollars (\$600.00) per year as night differential.

ARTICLE XXXV: PENSION

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

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

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

ARTICLE XXXVI: GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a claim by a police officer that, as to him/her, there has been inequitable, improper or unjust application, interpretation, violation, modification or change of a policy, agreement or administrative decision affecting the terms and conditions of his/her employment. A grievance, to be

considered under the procedure, must be initiated by the police officer within fifteen (15) calendar days after the event which gave rise to the grievance.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim. At Level Two and above, it shall include the Association or its representative.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting the terms and conditions of a police officer's employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the proceedings.

C. Procedure

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

2. Level One

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

3. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been made by the Chief of Police within five (5) working days after presentation of the grievance, he may file the grievance in writing with the Police Committee of the Mayor Council and with the Chairman of the Association's Professional Committee. The Police Committee of the Mayor and Council shall review the grievance and any supporting material submitted to them. They

shall discuss the issue with all of the parties in interest present and shall render a written decision within ten (10) days after the filing of the grievance with them.

4. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within the aforesaid ten (10) working days, he may appeal to the Mayor and Council by filing a written request that the Mayor and Council hear the matter. At the same time the employee shall file with the Mayor and Council any and all documentation. He shall give notice of such appeal to the Chief of Police and any other party in interest. The Mayor shall determine whether to schedule the hearing for an executive session at the next regular meeting of the Mayor and Council or at a special meeting of the Mayor and Council, either of which meeting shall be no later than ten (10) working days after the date of receipt of the written request. The Mayor and Council shall review the case and render a written decision within one (1) month from the date of the receipt of the written request.

5. Level Four - ARBITRATION

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

(2) The arbitrator shall have no authority to add to or subtract from the Agreement nor shall he have authority to rule on grievances which concern the interpretation, application or alleged violation of the Employer's policies and administrative decisions affecting terms and conditions of employment or of statutes and regulations setting terms and conditions of employment.

(3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Borough's governing body or its representative on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to the Civil Service Commission's review and decision.

(4) Nothing herein shall be construed as restricting the right of an employee or group of employees to present their problems or requests directly to their supervisor or a group of employees shall have the right at any time to present grievances to the appropriate Borough representative and to have such grievances adjusted, without the intervention of the negotiating representative, as long as the adjustment is not inconsistent with the terms of a collective negotiating contract or agreement then in effect; further, that the negotiating representative has been given opportunity to be present at such adjustment.

(5) Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure. A failure to respond to any level within the time limits provided shall be deemed a denial of the grievance at that step.

ARTICLE XXXVIII: SAVINGS CLAUSE

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

If any such provisions are so invalidated by statute, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

SECTION 4:

NEITHER THE ASSOCIATION NOR ANY OF ITS MEMBERS SHALL ENGAGE IN ANY JOB ACTION, STRIKE, WORK STOPPAGE, SITDOWN, SLOWDOWN, SICK-CALL ACTION, BOYCOTT OR ANY OTHER FORMS OF INTERFERENCE WITH THE BOROUGH OPERATIONS DURING THE TERM OF THIS AGREEMENT.

SECTION 5:

THE BOROUGH RESERVES THE RIGHT TO ESTABLISH POLICY OF THE DEPARTMENT AND SHALL FURTHER HAVE THE POWER TO:

- (A) MAINTAIN THE EFFICIENCY OF THE BOROUGH OPERATIONS ENTRUSTED TO THEM.
- (B) TO DETERMINE METHODS, MEANS AND PERSONNEL BY WHICH BOROUGH OPERATIONS ARE TO BE CONTROLLED.
- (C) TO ADOPT POLICIES, RULES, REGULATIONS AND PRACTICES IN THE FURTHERANCE THEREOF AND THE USE OF JUDGMENT AND DISCRETION IN CONNECTION THEREWITH.

ARTICLE XL: OFF DUTY POLICE ACTION

Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

- (a) Any 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 police action, and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty.
- (b) Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed off-duty police officers, and further recognizing the weighty responsibility and hazards confronting such armed off-duty police officers, the Employer agrees to pay such employees an additional sum to be added to the regular and periodic payments the employees receive in the following amount: one dollar (\$1.00) per year for off-duty time.

ARTICLE XLI: MILEAGE ALLOWANCE

Whenever an employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance of .15 cents per mile.

ARTICLE XLII: MATERNITY LEAVE

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

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

ARTICLE XLIII: SAFETY AND HEALTH

The Employer shall at all times maintain existing working conditions to insure maximum safety for all employees and shall provide employees with appropriate equipment and devices toward this end, INCLUDING SAFETY CAGES IN ALL POLICE VEHICLES.

ARTICLE XLIV: YEARLY CALENDAR

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

The calendar showing the yearly schedule rotations and assignments shall be posted at a conspicuous location and available for review by employees no later than February 1st of the year in question.

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

ARTICLE XLV: NO WAIVER

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

This Agreement is not intended and shall not be construed a waiver of any right or benefit to which the employees herein are entitled by law.

ARTICLE XLVI: UNIFORM REGULATIONS

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

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

ARTICLE XLVII: FACILITIES

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

ARTICLE XLVIII: TERMINAL LEAVE

The present terminal leave program which is in effect shall be maintained, AS PRESCRIBED IN ORDINANCE #690.

ARTICLE XLIX: SENIORITY

Traditional principles of seniority shall apply to employees covered by this Agreement. Such principles shall apply to lay off, recall, transfer and any other similar acts. Seniority is defined to mean the accumulated length of service with the Department. Time in service by date of appointment shall apply. An employee's length of service shall not be reduced by time lost due to an absence from his employment or bona fide illness or injury certified by a physician not in excess of one year. Such certification shall be subject to review by the police surgeon, if any, or any physician mutually acceptable to the parties.

ARTICLE L: IN-SERVICE TRAINING

Each employee covered by this Agreement shall be entitled to attend at least two (2) in-service training courses, as approved by the New Jersey State Police Training Commission, during the calendar year. Whenever possible, notice of available courses shall be posted in a conspicuous location within Police Headquarters at least two (2) weeks in advance of the commencement of the course. Selection of such courses shall be

based upon a rotating seniority roster except in those circumstances where the employee's specialized function within the Department dictates otherwise (e.g., Juvenile Officers would have preference, regardless of the existing roster, for courses directly applicable to juvenile work).

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

ARTICLE LI: TERM OF CONTRACT

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

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

ARTICLE LII: EDUCATION INCENTIVE

In addition to the yearly salary as set forth previously, each member of the Police Department who attends any accredited college or university and takes a course or courses required for an Associate or Bachelor's Degree in police science, criminal justice or public safety shall be paid the sum of ten dollars (10.00) per credit earned during a given year, not to exceed, however, the sum of one-thousand dollars (\$1,000.00) in the aggregate to any member of the Police Department for credits earned during the entire course of study.

ARTICLE LIII: AGENCY SHOP AND DUES DEDUCTION

Section 1

Any permanent employee in the bargaining unit of the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of reentry in to employment with the unit shall, as a condition of employment, pay a

Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided, that no modification is made in this provision by a successor agreement between the Union and the Employer.

Section 2

The PBA agrees that it will indemnify and hold harmless the BOROUGH against any and all actions, claims and demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the BOROUGH at the request of the PBA under this Article.

ARTICLE LIV: TOUR COMMANDER PAY

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

IN WITNESS THEREOF, the parties have hereunto entered their hands and seals this 23 day of September, 1991.

ATTEST:

Kathy A. Sayers

(As to Local 83 PBA, Dumont Unit)

Bruce A. Venezio

BOROUGH OF DUMONT
BY:

[Signature]

THE POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL 83
(Dumont Unit)

Joseph L. Fulmer, Jr.

SCHEDULE "A"

	April 24, 1991 - 8%	August 14, 1992 - 8%
Captain	\$53,774	\$58,076
Det. Lt.	53,154	57,407
Lieutenant	51,041	55,124
Det. Sgt.	50,361	54,390
Sergeant	48,314	52,179
Detective	47,545	51,348
Ptl.- Start of 6th Year	45,501	49,142
Start of 5th	40,562	43,806
Start of 4th	35,622	38,471
Start of 3rd	30,682	33,136
Start of 2nd	25,741	27,800
End of Academy or 6 months	20,801	22,465
Starting Salary	18,490	19,969