

195

**BOROUGH OF TENAFLY**

**MAYOR AND COUNCIL**

**RESOLUTION #R98-105**

OFFERED BY: Councilwoman Kerge

SECONDED BY: Councilman Lipson

At a regular meeting of the Mayor and Council of the Borough of Tenafly, County of Bergen, State of New Jersey, held on Tuesday, April 14, 1998.

WHEREAS, by decision of the Public Employment Relations Commission dated March 26, 1998, the governing body has been Ordered to present the Memorandum of Agreement dated December 11, 1995 between P.B.A. Local 180 and the Borough of Tenafly for a vote at its next open public meeting; and

WHEREAS, said Order also directed the governing body to notify any member of the Council who signed the Memorandum of Agreement and who is now on the Council that he or she must vote for that agreement; and

WHEREAS, Councilwoman Martha Kerge is the sole member of the Council who signed the Memorandum of Agreement and currently serves on Council and she has been duly notified of the Order of the Public Employment Relations Commission.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Tenafly that the Memorandum of Agreement dated December 11, 1995 and approved by Councilmembers William Saunders, Martha Kerge and Lenore Saydah and signed by four members of the P.B.A. Local 180 is hereby ratified as follows:

1. The term of agreement shall be retroactive from January 1, 1996 to January 1, 1998.

2. There is an annual increase each year across the board of 4.9%.

3. Retroactive to January 1, 1996, all new employees shall have an academy rate of \$23,000.00 and a probation rate of \$26,000.00. There also is a new step between the probation rate and the rate designated currently as "after one year": five years instead of four to reach the maximum pay level.

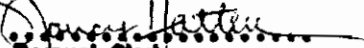
Approved: April 14, 1998

Vote recorded as follows:

Councilwoman Kerge:	aye	Councilwoman Reyes:	absent
Councilman Kuhns:	aye	Councilman Wilson:	nay
Councilman Lipson:	aye	Councilman Yegen:	nay

I hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Council of the Borough of Tenafly, N.J. on 4/14/98.....

Tenafly, N.J. on 4/14/98.....

  
Borough Clerk

MEMORANDUM OF AGREEMENT

- 1) ACCEPT AS MODIFIED <sup>HEREIN</sup> ~~HAND~~ OF PRIOR CONTRACT SHALL CONTINUE IN FULL FORCE AND AFFECT.
- 2) TERM OF AGREEMENT SHALL BE 1/1/96 TO 1/1/98.
- 3) ANNUAL INCREASE IN EACH YEAR ACROSS THE BOARD OF 4.9%.
- 4) EFFECTIVE 11/1/96 ALL NEW ~~CONTRACT~~ <sup>EMPLOYEE'S</sup> SHALL HAVE AN ACADEMY RATE OF \$23,000. AND ADPROB. RATE OF \$26,000. THERE SHALL ALSO BE A NEW SETTED ADD BETWEEN THE PROB. RATE. AND THAT RATE CURRENTLY DESIGNATED AS ~~GRADE~~ "AFTER ONE YEAR!"  
5 years instead of 4 to reach max pay level
- 5) THIS ~~MEMORANDUM~~ MEMORANDUM IS SUBJECT TO RATIFICATION BY BOTH PARTIES. BOTH NEGOTIATING COMMITTEES, AGREE TO RECOMMEND RATIFICATION.

DATE

11 DEC 95

BOROUGH OF TENAFLY

William S. Johnson  
 Nicholas J. George  
 Eugene C. Saydah

P.B.A. LOCAL 180

Don Hill  
 Peter Murray  
 [Signature]  
 Timothy O'Reilly

**A G R E E M E N T**

**ORIGINAL**

**Between**

**THE BOROUGH OF TENAFLY  
BERGEN COUNTY, NEW JERSEY**

**and**

**TENAFLY PBA LOCAL NO. 180  
POLICEMEN'S BENEVOLENT ASSOCIATION OF NEW JERSEY**

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**January 1, 1996 through December 31, 1998**

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**LAW OFFICES:**

**LOCCKE & CORREIA P.A.**  
24 Salem Street  
Hackensack, New Jersey 07601

(201) 488-0880

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W I T N E S S E T H

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Borough and PBA to the end that continuous and efficient service will be rendered to and by both parties, for the benefit of both;

NOW, THEREFORE, IT IS AGREED, AS FOLLOWS:



## ARTICLE I

### ASSOCIATION RECOGNITION

Section 1. The Borough hereby recognizes PBA Local No. 180 (Tenafly Unit) hereinafter referred to as the PBA as the sole and exclusive representative of all Patrolmen, Detectives and other Employees of the Department of Police below the rank of Captain, covered under this Agreement, for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions. The PBA shall not represent the Administrative Assistant to the Chief of Police, the Civilian Dispatchers nor any other civilian personnel which may be hired, so long as such persons are not designated as "Policeman".

Section 2. The title, "Policeman" shall be defined to include the plural as well as the singular and to include males and females.

## ARTICLE II

### LEGAL REFERENCE

Section 1. Nothing contained herein shall be construed to deny or restrict to any Policeman such rights as he may have under other applicable laws and regulations. The rights granted the Policeman hereunder shall be deemed to be in addition to those provided elsewhere.

Section 2. If any provision of this Agreement or any application of this Agreement to any member or group of members is held to be contrary to law, then such provision and application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect. In the event any provision as aforesaid is deemed to be invalid, then the parties hereto agree to meet immediately for the purpose of negotiating a provision to replace said invalid provision.

Section 3. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State Laws.

Section 4. All rules and regulations of the Department shall remain in effect except as modified, amended or annulled by the terms of this Agreement, which Agreement shall in all respects be superior to the rules and regulations of this Department. The rules of the Department shall be deemed to include the "Police Rules", dated March 1968, approved by the Mayor and Council on December 26, 1967, and shall be further deemed to include the

Personnel Manual of the Borough of Tenafly in effect for 1977. A Committee shall be established by both parties to study the "Police Rules" and the "Personnel Manual" and may recommend changes which shall then be considered by both parties.

**ARTICLE III**

**PRESERVATION OF STANDARDS**

**Section 1.** The Borough of Tenafly 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:

(A) To the executive management and administrative, control of the Borough Government and its properties and facilities and the activities of its Employees;

(B) To hire all Employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees.

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

**Section 2.** Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority, under R.S. 40 and 40A, or any other National, State or County Laws.

**Section 3.** The Borough of Tenafly agrees that all

benefits, terms and conditions of employment relating to the status of the Borough of Tenafly Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of 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 Memorandum of Agreement.

Section 4. To establish policy the Borough shall have the right:

- (A) To maintain the efficiency of Borough Operations entrusted to them.
- (B) To determine methods, means and personnel by which Borough Operations are to be controlled.
- (C) The exercise of the foregoing powers, rights, authority, duties and 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 specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey, including Chapter 303 of the Laws of 1968, and of the United States.
- (D) The Chief of Police shall have discretion in determining finality of tentative work schedules, squad or division strength or other matters related

to insuring adequate Police coverage for the Borough of Tenafly.

- (E) Proposed new rules or changes in existing rules governing working conditions shall be negotiated with the majority representative before they are established.

## ARTICLE IV

### THE ASSOCIATION REPRESENTATIVES AND MEMBERS

Section 1. The Employer agrees to grant the necessary time off without discrimination for the PBA delegate from the Tenafly Police Department to attend State and County PBA Meetings not to exceed one (1) each per month, and in addition, for the hours necessary to attend one (1) meeting per month of the Local PBA Chapter provided twenty-four (24) hours notice is given in writing to the Chief of Police.

Section 2. Authorized representatives of the Local PBA shall be permitted to visit Police Headquarters or the Office of the Police Chief for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably and such visits shall be made upon notice to and at the convenience of the Chief of Police.

Section 3. During the period of contract negotiations, Association representatives from the Tenafly Police Department not to exceed two (2) shall be excused from normal duties for the actual time necessary to attend negotiating sessions with the Employer.

Section 4. In the event the President of the Local PBA Chapter is a member of the Tenafly Police Department, the President shall then be accorded the time off as is applicable to the delegate under Section 1 of this Article.

Section 5. Two (2) members shall be permitted the necessary time off to attend each of the two (2) annual State PBA

conventions; that time not to exceed fifteen (15) days annually and one (1) month's notice shall be given.



ARTICLE V

RETENTION OF CIVIL RIGHTS

Members shall retain all civil rights under the New Jersey State Law and Federal Law.

**ARTICLE VI**

**RETIREMENT**

Members shall retain all pension rights under the New Jersey Law and Ordinances of the Borough of Tenafly so long as the members are still employed by the Borough of Tenafly and there is full compliance with the New Jersey Pension Law.

## ARTICLE VII

### EXTRA CONTRACT AGREEMENT

The Borough agrees not to enter into any other Agreement or Contract with its members who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

## ARTICLE VIII

### WORK WEEK, OVERTIME

Section 1. The working schedule shall be adhered to and maintained throughout the duration of this contract or until such time as a successor agreement is executed.

Section 2. If a member is required to work longer than his normal tour of duty, he shall be entitled to overtime at the rate of time and one-half ( $1\frac{1}{2}$ ) his regular rate of pay.

Section 3. In computing overtime, any fraction or part of a half-hour shall constitute a half-hour.

Section 4. If a member is called to duty on his day off, he shall be entitled to be paid for all hours worked; in this connection, he shall be guaranteed two and one-half ( $2\frac{1}{2}$ ) hours "work" to be paid for at the time and one-half ( $1\frac{1}{2}$ ) rate for said member.

Section 5. If a member is recalled to duty, he shall be entitled to be paid for all hours worked and the Borough shall make every effort to permit the member to work his full shift if the member so desires.

Section 6. Overtime rates shall be calculated as per the following formula:

$(\$) \text{ BASE} + \text{LONGEVITY} / (\text{HOURS}) \text{ 2080} \times 1.5$

Section 7. In lieu of being paid overtime upon submission of proper voucher therefor a member may elect, subject to approval

of timing thereof by the Chief of Police, to have compensatory time off of a duration equivalent to the hours earned by the formula set forth in Section 6 of this Article. Generally, the election for overtime or compensatory time will be made within ten (10) days of the overtime worked. If compensation is elected, vouchers must be submitted within forty (40) days of the member's election as set forth herein.

Section 8. Bargaining unit employees who provide police type service within the Borough of Tenafly for employers other than the Borough of Tenafly shall inform the said employer of the wage payments to be made by the said employer to the Borough of Tenafly, and the Borough of Tenafly, after receipt of the wages from the said employer, will then pay the employee the amount due by a separate check. Advance notification to the Borough of Tenafly of said employment shall be the responsibility of the bargaining unit employee.

## ARTICLE IX

### VACATIONS

Section 1. All selections of summer vacations as defined by Section 5 shall be completed by February 28th.

Section 2. Non-summer vacations shall be taken at the discretion of each member provided same does not adversely affect the efficiency and operation of the Department. Applications shall be granted in the order of filing for same. Seniority shall govern the selection of non-summer vacations and personal days where such selections are made during the first week of January of that calendar year.

Section 3. In case of conflict vacation picks shall be based solely on seniority.

Section 4. All vacations taken between June 15th and September 15th shall be considered to be summer vacations and shall be limited to a maximum of two (2) weeks per member unless a member of the same squad shall waive his rights. The dates of June 15th and September 15th are approximate.

Section 5. Vacations once approved shall not be changed by either the Employer or the member without good reason having been shown and further provided that notice of same is given not less than ten (10) days prior to the scheduled start of said vacation.

Section 6. Vacations shall normally be scheduled between January 1 and December 31, provided however, that between December

18th and December 31st no more than one (1) man per squad nor more than five (5) men shall be permitted a vacation unless more are allowed at the discretion of the Chief.

Section 7. No carry-over of vacation time from year to year shall be allowed unless necessitated by pressure of Police Department business. Where a member's vacation was not permitted to be taken during the entitlement year, then the member shall use such carried-over vacation time not later than May 1st of the ensuing year.

Section 8. Request for split vacations of less than one (1) week duration may be submitted but shall be granted at the discretion of the Chief.

Section 9. Members shall be entitled to the amount of vacation relating to their years of service as set forth below:

1 Year	-	10 Working Days
2 Years	-	11 Working Days
3 Years	-	11 Working Days
4 Years	-	12 Working Days
5 Years	-	12 Working Days
6 Years	-	13 Working Days
7 Years	-	14 Working Days
8 Years	-	15 Working Days
9 Years	-	16 Working Days
10 Years	-	16 Working Days
11 Years	-	17 Working Days
12 Years	-	17 Working Days

13 Years - 18 Working Days  
14 Years - 19 Working Days  
15 Years - 20 Working Days  
16 Years - 20 Working Days  
17 Years - 21 Working Days  
18 Years - 21 Working Days  
19 Years - 22 Working Days  
20 Years - 22 Working Days  
21 Years - 23 Working Days  
22 Years - 23 Working Days  
23 Years - 24 Working Days  
24 Years - 24 Working day  
25 Years - 25 Working Days



**ARTICLE X**

**HOLIDAYS AND PERSONAL DAYS**

**Section 1.** Members shall be entitled to thirteen (13) paid holidays upon submission of voucher, which holidays shall be as follows:

- |                               |                      |
|-------------------------------|----------------------|
| 1. New Year's Day             | 8. Labor Day         |
| 2. Martin Luther King's B'day | 9. Columbus Day      |
| 3. Washington's Birthday      | 10. Veteran's Day    |
| 4. Good Friday                | 11. Election Day     |
| 5. Easter Sunday              | 12. Thanksgiving Day |
| 6. Memorial Day               | 13. Christmas Day    |
| 7. Independence Day           |                      |

**Section 2.** In addition to the holidays set forth in **Section 1,** should other Employees of the Borough be granted additional holidays not presently in the Salary Ordinance of Tenafly, such as for observation of a new holiday or in respect for the death of a national, state or local figure, then each member shall be entitled to receive holiday pay for the equivalent time.

**Section 3.** In addition to the paid holidays, members shall be entitled to time off and not holiday pay for five (5) additional days (non-cumulative) which are called personal days. These personal days shall be permitted upon forty-eight (48) hours notice to the Chief of Police, who shall not unreasonably withhold such

request since it is the intention of the parties to permit the members time off of their own choosing to attend to personal matters, social events and other affairs, since Police in their duties normally work many weekends. In case of conflict in granting personal days preference shall be given to that member or members having an emergency, serious family illness or childbirth.

Section 4. Notwithstanding the provision for personal days as set forth in Section 3, no more than one (1) man per squad shall be permitted personal days at any given time. Requests for personal days shall be honored on the basis of the timeliness of the request. Seniority shall govern the selection of personal day use where such selections are made during the first week of January for that calendar year. In case of emergencies, serious illness or childbirth, the one man per squad limit may be waived at the discretion of the Chief of Police.

Section 5. In addition to the holidays and personal days set forth in Sections 1 through 4 herein, each member of the bargaining unit shall be entitled to time off with pay for two (2) days per annum known as "Chief's Days". These days shall be granted upon request by the Employee subject to prior approval of the Chief of Police (or his designee) and Departmental needs.

Section 6. Upon completion of twenty-two (22) years of service, employees covered by this Agreement shall no longer receive holiday compensation.

## ARTICLE XI

### WORK INCURRED INJURY

Section 1. Where an Employee covered under this Agreement suffers a work connected injury or disability the Employer shall continue such Employee at full pay for a period not to exceed twelve (12) months 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 Workers Compensation Act shall be paid over to the Employer. Extensions may be granted on a case by case basis and such decisions shall not be considered precedent or to establish a past practice.

Section 2. 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.

Section 3. 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 Workers Compensation, or by the final decision of the last reviewing Court shall be binding upon the parties.

Section 4. For the purposes of this Article, injury or

disability incurred while the Employee is acting in any Employer sponsored activity, shall be considered in the line of duty.

Section 5. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave, or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers Compensation Judgment, or if there is an appeal therefrom, the final decision of the last reviewing Court.

Section 6. 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, however, every effort shall be made to schedule such treatment in a manner so as to avoid additional costs to the Borough.

Section 7. Pursuant to the Statutes of the State of New Jersey, in such cases made and provided, the Employer may process the pension papers as to a disabled Employee, or take other steps according to law.

Section 8. Nothing in this Article shall be deemed to prohibit the right of the Borough to require the Employee to return to work to perform light duty or other special tasks even though his status of recovery is such that he may not be capable of performing full duties.

ARTICLE XII

SICK LEAVE

Section 1. Sick leave shall be granted in accordance with the following schedule:

<u>Time of Service</u>	<u>Period</u>
Less than 1 Month	None
At least 1 Month but less than 2 Months	5 Days
At least 2 Months but less than 3 Months	10 Days
At least 3 Months but less than 1 Year	2 Weeks
At least 1 Year but less than 2 Years	4 Weeks
At least 2 Years but less than 3 Years	6 Weeks
At least 3 Years but less than 4 Years	8 Weeks
At least 4 Years but less than 5 Years	10 Weeks
At least 5 years but less than 6 Years	12 Weeks
At least 6 Years but less than 9 Years	14 Weeks
Ten (10) Years and Over	26 Weeks

Section 2. The Borough reserves the right to require a physical examination of each member at the Borough's expense.

Section 3. Nothing in this Article shall be deemed to prohibit the right of the Borough to require the Employee to return to work to perform light duty or other special tasks even though his status of recovery is such that he may not yet be capable of performing full duties.

Section 4. When an Officer calls in sick, the nature of the illness or disability shall be stated.

## ARTICLE XIII

### INSURANCE, HEALTH AND WELFARE

**Section 1.** The Borough shall provide Blue Cross, Blue Shield (UCR/PACE) Plan, Rider "J" and Major Medical Insurance, Maximum One Million (\$1,000,000.00) Dollars coverage for the member and his family, deductible of \$100/\$300 or equivalent coverage. Paid hospitalization shall be deemed to include members who retire after at least completing twenty-five (25) years of service, and their spouse, with basic hospitalization plan only and including a coordination of benefits to correspondingly reduce the amount or drop former members who become covered under a plan at a new place of employment in the event they become re-employed. (spousal coverage shall be effective for all full time employees who retire after January 1, 1991)

**Section 2.** Effective September 1, 1989, the Borough shall provide a full family Dental Insurance Program. The coverage shall be the Delta Dental Insurance Plan Program II-A with Ortho II coverage or equivalent plan, provided that the equivalent plan provides coverage not less than that provided by the Delta Insurance Plan II-A with Ortho II coverage. The plan would cover the member and his family and be fully paid for by the Borough.

**Section 3.** The Borough shall maintain false arrest insurance with coverage of Five Hundred Thousand (\$500,000.00) Dollars and will provide existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits

arising out of the performance of their duties, including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy, and any charges or offenses directly related to the Employee's employment.

**Section 4.** The Borough shall provide excess group insurance for a vehicle owned by a member, which coverage shall be applicable only if the vehicle is used in the scope of the member's employment except that such coverage shall not be deemed to include coverage for the transportation to and from work.

**Section 5.** The Borough shall provide a Five Thousand (\$5,000.00) Dollar life insurance policy to each member. The member shall designate the beneficiary and owner of the policy.

**Section 6.** The Borough shall provide legal representation for each member as set forth in the New Jersey Statutes. If the member is not satisfied with the representation provided or offered by the Employer, the matter shall be referred to the Board of Police Commissioners of the Borough of Tenafly for resolution of all issues which shall include but not limited to a determination of the maximum costs to be borne by the Employer and any cost over said amount shall be the member's sole responsibility.



## ARTICLE XIV

### EXCHANGE OF DAYS OFF

The Chief of Police may grant the request of any member of the Department to exchange hours or days off. Such requests shall be granted on a uniform basis with standard rules and regulations applying to all members who make this request. All requests will be considered and none shall be unreasonably denied. In the absence of the Chief, squad leaders may grant such requests in which event the Chief shall be notified by the squad leader that such permission has been granted in a manner and in the form to be prescribed by the Chief of Police.

**ARTICLE XV**

**CLOTHING ALLOWANCE, WEAPONS AND STANDARDS**

**Section 1.** The Borough shall provide an annual Three Hundred Fifty (\$350.00) Dollars upon submission of a voucher as maintenance allowance.

**Section 2.** The Borough shall provide a Two Hundred Fifty (\$250.00) Dollar clothing allowance given annually to all members upon submission of a voucher provided, however, that members shall subsequently file with the Chief of Police receipts to verify expenditures of such allowance for the purchase of uniform items.

**Section 3.** Uniforms damaged in the line of duty shall be replaced by the Borough if deemed unrepairable by the Chief of Police.

**Section 4.** The Borough shall issue to each member a safe usable revolver. Each member agrees to take proper care of said equipment and to maintain same at the member's expense for any repair occasioned by the member's neglect; otherwise, the service weapon will be maintained by the Borough. In addition, the members agree to maintain their proficiency in the use of said weapon under such training procedures and drills as may be established by the Chief of Police.

**Section 5.** Members agree to keep their uniforms and appearance in accordance with the standards established in the rules of the Department or as modified by the Chief of Police.

Section 6. In the event a personal item, such as a wristwatch, flashlight or other gear is damaged in the line of duty, a member may request that the item be replaced or some monetary compensation given, but the Employer is not bound to honor any request, each of which shall be judged on a case by case basis. The Chief of Police shall be authorized to approve replacements up to a cost of Fifty (\$50.00) Dollars; for items in excess of this amount (such as eyeglasses) approval shall be obtained from the Board of Police Commissioners.

## ARTICLE XVI

### SPECIAL CONSIDERATION IN THE EVENT OF DEATH

Section 1. Any member having death in the immediate family shall be granted time off without deduction from pay or compensatory time not to exceed a period of up to four (4) days. Said days shall be utilized up to and including the day of the funeral except where there is pressing legitimate business pertaining thereto. For purposes of this Section, "immediate family" shall be deemed to include a spouse, child, step-child, mother, father, brother, sister, step-mother, step-father, guardian, mother-in-law, father-in-law, or a brother or sister of their spouse.

Section 2. In the event a member has the death of a grandmother, grandfather or grandchildren, he shall be accorded the time off not to exceed one (1) day in order to attend the funeral.

Section 3. The provisions of this Article shall be in addition to the personal days otherwise provided for in this Agreement (Article X, Section 3.).

**ARTICLE XVII**

**TERMINAL LEAVE**

Terminal Leave shall be granted as follows:

After 15 Years of Service.....	1½ Months
After 20 Years of Service.....	3 Months
After 25 Years of Service.....	4½ Months
After 30 Years of Service.....	6 Months
After 35 Years of Service.....	7½ Months
After 40 Years of Service.....	9 Months

Added to such leave shall be any compensatory time off and vacation time which is owed to the retiring member. Vacation time shall be deemed to be earned at the rate per month of the annual period divided by twelve (12) for the eligibility as determined by the years of service.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

Section 1. The purpose of the Grievance Procedure shall be to settle all grievances between the Borough and the Association and members as quickly as possible, so as to assure efficiency and promote Employees morale. A grievance is defined as any disagreement between the Borough and the members of the PBA involving the interpretation, application or violation of policies, agreements and administrative decisions affecting them. This grievance procedure shall cover minor discipline. Minor discipline shall be defined as all discipline where the penalty is five (5) days of suspension, or equivalent fine, or any lesser penalty. All grievances shall be processed as follows:

- A. They shall be discussed with the members involved and the local PBA representatives, with the Chief of the Department, or any representative designated by him. An answer shall be made to the member with a copy to the PBA within three (3) calendar days by the Chief or his designated representatives.
- B. If the grievance is not settled through Step A, it shall be submitted in writing to the Board of Police Commissioners and the answer to such grievance shall be

made in writing, a copy to the Association, within five (5) days of the submission.

C. If the grievance is not settled through **Step B** above, it shall be submitted in writing to the Mayor and Council of the Borough of Tenafly, which body shall review the record made below and advise the member with a copy to the PBA within ten (10) days after submission to the Mayor and Council.

D. **ARBITRATION**

1. If the grievance is not settled through **Steps A, B, or C**, the Grievant(s) may refer the matter to the Public Employment Relations Commission (PERC) within fourteen (14) calendar days after the determination of the **Steps** preceding. The Arbitrator or Arbitrators shall be selected in accordance with the rules of the said Association and the expense of the Arbitrator or Arbitrators shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his presentation.

2. The Arbitrator or Arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or

supplement hereto. The decision of the Arbitrator shall be final and binding.

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 Mayor and Council.
4. The time limits expressed herein shall be strictly adhered to. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the Grievance Procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.



## ARTICLE XIX

### COMMENDATION AND HONORABLE MENTION

In the event a member receives an official commendation from the Borough of Tenafly or the Chief of Police of the Borough of Tenafly, the Employer shall give suitable publicity and recognition to such member in such event, in a type and form to be prescribed by the Board of Police Commissioners which recognition shall include a compensatory day off.

## ARTICLE XX

### WAGES AND LONGEVITY

Section 1. Salaries for members shall be as set forth in Appendix A-1 and Appendix A-2 annexed. Employees hired on or after January 1, 1996 shall receive salaries in accordance with Appendix A-2. All employees hired prior to January 1, 1996 shall receive salaries in accordance with Appendix A-1.

Section 2. New employees who are sent to the police basic training academy shall be compensated at the "Academy" rate for the first six (6) months of employment. Thereafter the new employee shall be compensated at the "Probationary" rate for the second six (6) months of employment. Upon completion of the first year of employment the new employee shall advance to the "after one year" rate. Thereafter annual step movement shall occur on each anniversary date of employment until the maximum patrolman's pay rate is reached, upon completion of four (4) years of service.

Section 3. Upon completion of twenty-two (22) years of service each Employee covered by this Agreement shall be compensated with "Senior Officer Pay". "Senior Officer Pay" shall be defined as a five (5%) percent increase in the Officer's base rate of pay and said increase shall be paid along with, and made part of, the Employee's regular paychecks thereafter. Employees receiving Senior Officer Pay shall not thereafter receive any additional time off or pay for subsequent holidays, under the holiday provisions of this contract.

Section 4. In addition to salary, members shall receive

longevity pay which shall be computed at one (1%) percent for every two (2) years of service with a maximum of twelve and one-half (12½%) percent for twenty-five (25) years of service.

Section 5. The employer shall have the prerogative to change from the current weekly payroll procedure to a bi-weekly payroll procedure.

ARTICLE XXI

SCHOOL AND COLLEGE CREDITS

Section 1. Notwithstanding other compensation to which members of the Police Department may be entitled, all members of the Police Department of the Borough of Tenafly shall be eligible to receive a lump sum or salary increment based upon completion of stages of education as follows:

- A. Upon obtaining thirty-two (32) credits towards an approved degree in Police Science - the lump sum of One Thousand (\$1,000.00) Dollars.
- B. Upon obtaining sixty-four (64) cumulative credits as aforesaid, the additional sum of Four Hundred Sixteen (\$416.00) Dollars per year added to the base salary.
- C. Upon obtaining ninety-six (96) cumulative credits as aforesaid, the additional sum of Six Hundred Twenty-Four (\$624.00) Dollars per year added to the base salary.
- D. Upon obtaining one hundred twenty-eight (128) cumulative credits as aforesaid or a Baccalaureate Degree, an additional sum of Eight Hundred Thirty-Two (\$832.00) Dollars per year added to the base salary.
- E. Each additional graduate credit as aforesaid, Two Dollars and Fifty Cents (\$2.50) per credit per year added to the base salary.
- F. Supplemental Police Academy Credits - Four Dollars and Fifty Cents (\$4.50) per credit per year added to the base salary.

Notwithstanding the aforesaid, members shall elect by December 1 of the prior calendar year whether they are to be compensated by using credits towards a course or credits as per Subsection F above since in no case shall a member be permitted to collect in any given year for both type credits.

Section 2. The Borough shall supply textbooks and tuition for members if the same is not covered by Federal or State sources, provided however, that the textbooks or other material shall remain the property of the Borough for use in the Police Library or for circulation to other students similarly situated. It is understood that the Borough shall not pay for Graduate Tuition.

Section 3. If the Borough requires any member to attend a seminar or other special course which is not creditable towards a degree in Police Science, the Borough shall have the option of supplying transportation to said seminar if Borough vehicles are available, or may compensate the member using his own vehicle at a reimbursement rate of Fifteen (\$.15) Cents per mile; in this connection, the Borough may designate car pool arrangements so as to reduce or avoid duplication of mileage charges.

Section 4. The Borough shall reserve the right to require all members or some members to participate at no expense to the members in in-house training or evaluation programs of a type and for a duration to be determined by the Training Officer or upon approval by the Chief of Police. If formal training sessions are held outside normal duty hours, members shall be entitled to compensation at the overtime rate for such training session.

Section 5. In order for a member to be eligible for payment of credits for training courses and for graduate courses as set forth in Sections E and F of Section 1 herein, said credits shall be documented and certified by December 1 of the prior year to be added onto the base salary for any current year. Further in this regard, for payment of steps based upon the levels set forth in Paragraphs B, C and D of Section 1, said degree must have been completed, certified and obtained no later than December 1 of the year preceding the year in which the step payment is to be made.

## ARTICLE XXII

### LEAVE OF ABSENCE

Section 1. Leaves of absence may be accorded to permanent full time members without loss of job status or seniority for a period of one hundred twenty (120) days in any two (2) calendar years for emergency situations. The determination of such emergency situations shall be within the discretion of the Mayor and Council. During such leaves, the Employee shall not be considered unemployed for purposes of collecting unemployment compensation.

Section 2. Benefits shall not accrue during such leave, however, the Employee upon his return shall be entitled to continue in his employment from the point which he began his leave of absence (i.e. the Employee picks up where he left off).

Section 3. The Employer may at its option provide for insurance benefits (e.g. medical, life, etc.) either at its own costs or the Employer may elect to provide the coverage and surcharge the Employee in an amount equal to the cost of said programs to the Borough.

Section 4. Sporadic, part time, temporary or self-employment work may be engaged in but said leave is not intended to permit an Employee to experiment with a new full time job. The Employee shall submit to the Chief all the facts bearing on his request and the Chief shall make recommendations to the Mayor and Council. Each case shall be considered on its merits and a denial shall not be the subject of a grievance. One renewal may

also be requested. Normally such leave will not be granted for illness unless sick leave is exhausted or for other cause, vacation is exhausted.



## ARTICLE XXIII

### PERSONNEL FILES

Section 1. A separate personal history file shall be established and maintained for each Employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police.

Section 2. Any member of the Police Department may, by appointment, review his personnel file but this appointment for review must be made to the Chief of Police or his designated representative.

Section 3. 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.

Section 4. All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, except upon agreement of the parties.

Section 5. Complaints concerning any member of the Department need not be disclosed to the member by the Chief unless said complaint is to be made a part of the member's personnel file.

ARTICLE XXIV

INVESTIGATION OF A POLICE OFFICER

Section 1. In an effort to insure that Departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

- 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.
- B. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
- C. The member of the force shall be informed of the nature of the investigation before any interrogation commences. 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. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.
- 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. At every stage of the proceedings, 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 the interrogations of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with the Association representative nor more than two (2) hours for consultation with his Attorney. However, this paragraph shall not apply to routine day to day investigations.

G. In cases other than Departmental investigations, if a member of the force is under arrest or 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. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

I. No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of these three (3) circumstances exist: (1) Where the

employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific employee being tested. (2) Where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Police Department. (3) Where the employee violates a State Statute which authorizes the taking of a urinalysis or blood screening to substantiate the violation.

J. Under no circumstance shall the employer offer or direct the taking of a polygraph or voice print examination of any employee covered by this Agreement.

K. Where an Officer has been the subject of an investigation then said officer shall be advised, in writing, at the conclusion of the investigation as to the results of the investigation and what action, if any, is taken.

L. The PBA shall be notified, in writing, in the event a Bargaining Unit Employee is disciplined.

## ARTICLE XXVI

### COURT TIME

Section 1. Should a member have to appear before the Grand Jury or before the Juvenile Court, County Court or Superior Court in conjunction with any matter arising out of the course of his employment or should he have to appear for a matter involving the Borough of Tenafly or in conjunction with a hearing held by the Director of Motor Vehicles or should he have to appear in conjunction with actions of the Borough of Tenafly as the issuing authority for any hearings before the Alcoholic Beverage Control Commission of the State of New Jersey, he shall receive overtime at the rate of one and one-half ( $1\frac{1}{2}$ ) times his base salary with a minimum guarantee of two and one-half ( $2\frac{1}{2}$ ) hours, provided that such appearance is not during his normal duty hours. In the event that a portion occurs during his normal duty hours, he shall not receive any overtime for the portion of his normal shift. If eligible for overtime, travel time shall be included.

Section 2. Should any member have to appear outside of his normal shift in the Tenafly Municipal Court, he shall be paid overtime for the time actually spent or two and one-half ( $2\frac{1}{2}$ ) hours, whichever is greater; travel time shall not be included.

Section 3. Payments for the above shall be made upon submission of proper voucher, and members shall be eligible therefore retroactive to January 1, 1993.

Section 4. The following types of appearances are covered by this clause:

ARTICLE XXV

DATA FOR FUTURE BARGAINING

The Borough agrees to make available to the Association all relevant public data the Association may require to bargain collectively, excluding Attorney work product.

- A. All criminal proceedings.
- B. All quasi-criminal proceedings.
- C. All actions in which the Employer is a party.
- D. All actions where the insurance carrier for the Employer is defending.
- E. All Court appearances arising out of an Employee's status as a Police Officer.
- F. When subpoenaed by the Employer or its insurance carrier or a co-Employee, on a work related or Departmental matter.

## ARTICLE XXVII

### ASSOCIATION NOTIFICATION

Proposed new rules and modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. It is recognized in cases of extreme emergency the Article shall not apply. Nothing in this Article shall be deemed, however, to prevent the Chief of Police from exercising his discretion to rotate personnel in their duties as may be required in his discretion to maintain the efficiency of the Police Department, and to make decisions affecting general scheduling, squad or division strength or time off. Changes in division assignments for an anticipated duration of more than one (1) week may be made at the discretion of the Chief. A notice of proposed change of assignment shall be posted on the bulletin board and members shall have seventy-two (72) hours to volunteer. If persons who have volunteered for re-assignment have not been selected, they shall be notified by letter or interview of the general reasons for their non-assignment.



## ARTICLE XXVIII

### PRIORITY FOR OVERTIME

Section 1. Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating seniority list.

Section 2. There may be certain situations in which the Department because of special skills or other attributes of a particular Officer, determines that it is in the best interest of the Employer to by-pass an Employee or Employees on the seniority list. While this Agreement contemplates special situations as noted herein, it is agreed and understood that such by-passed Employee or Employees must become next on the list for the purposes of the overtime roster.

Section 3. In the event three (3) names on the seniority roster refuse overtime, the Chief, or his designee, shall have the right to assign overtime as appropriate.

Section 4. It is understood that the purpose of this clause is to equalize the opportunity for overtime among the Employees covered by this Agreement. The equality of opportunity for overtime may be considered by a rank by rank basis. Nothing shall be deemed to require the total hours of overtime engaged in to be equalized.

Section 5. Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member on the seniority roster aforementioned.

**Section 6.** With regard to what is commonly known as school or special details, such as ball games and dances and other similar details, it is agreed that the Employer will attempt to obtain full time Employees of the Police Department to work said details and will make an offer of such details to the regular full time Employees on the basis of the rotating seniority roster.

**Section 7.** It will be the obligation of the Employees to set up their own roster for school or special details.

**Section 8.** All school or special details will be made available to the squad on a numerical rotating basis. A master copy of the overtime detail sheet shall be maintained at the Police desk.

ARTICLE XXIX

BULLETIN BOARD

Section 1. The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

Section 2. 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.

Section 3. No matter may be posted without receiving permission of the officially designated Association representative.

ARTICLE XXX

MILITARY LEAVE

Military leave shall be granted in accordance with Federal and State Laws, provided however, that during periods of twelve (12) days or more consecutive training duty, the Borough shall receive a credit against the member's salary for the amount of the member's compensation during said training period pursuant to law.

**ARTICLE XXXI**

**PATROL CARS AND UNSAFE VEHICLES**

**Section 1.** The Borough agrees to provide air conditioned patrol cars which shall be maintained by the Borough if budgetary constraints permit such acquisition.

**Section 2.** The Borough shall repair unsafe vehicles immediately or remove said vehicles from service.

**Section 3.** In the event it becomes necessary to have a member perform work on a Borough Police vehicle, it shall be understood that such work is being done under a standing order and is within the scope of employment. In this connection, work shall be deemed to be limited to changing flat tires and adding snow chains and simple adjustments and shall not be deemed to mean major repair work to the engine or other parts of the vehicle.

**Section 4.** The Borough shall make every effort to insure that vehicles meet the standards established in Title 39 of the Revised Statutes.

**Section 5.** Operators believing defects exist on any vehicle shall file an incident report in a manner to be prescribed by the Chief of Police.

**Section 6.** In providing said automobiles, the Employer may purchase or lease automobiles so long as the vehicles involved conform to at least the State standard vehicle uniform purchase specifications.

ARTICLE XXXII

AGENCY SHOP

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, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into 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 (85%) percent of the regular Union membership dues, fees and assessments charged by the majority representatives to its own members 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 but not more frequently than one each calendar year. 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. Union represents that membership is and shall be during the term or extensions of this agreement available on an equal basis.

Section 2.

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

**ARTICLE XXXIII**

**REPLACEMENTS**

No full time Employee covered by this Agreement shall be replaced by a non-Police Officer, part time or other personnel.



## ARTICLE XXXIV

### DURATION OF AGREEMENT

THIS AGREEMENT shall be effective as of January 1, 1996, and shall terminate on December 31, 1998. Bargaining for the next succeeding contract shall commence on or about August 1, 1998, or otherwise so as to comply with the schedules determined by the rules of the Public Employment Relations Commission. The terms of this Agreement shall continue in full force and effect until a new contract is executed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

BOROUGH OF TENAFLY,  
NEW JERSEY

TENAFLY POLICEMEN'S  
BENEVOLENT ASSOCIATION  
OF NEW JERSEY - LOCAL 180

\_\_\_\_\_  
Mayor

\_\_\_\_\_

\_\_\_\_\_  
Borough Clerk

\_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

*See Reso #105 April 14, 1998*

**APPENDIX A-1**  
**(Employees hired before 1/1/96)**  
**SALARIES**

<u><b>POSITION</b></u>	<u><b>EFF.</b></u> <u><b>1/1/96</b></u>	<u><b>EFF.</b></u> <u><b>1/1/97</b></u>	<u><b>EFF.</b></u> <u><b>1/1/98</b></u>
<b>PATROL OFFICER</b>			
a) <b>ACADEMY RATE</b>	<b>\$26,520</b>	<b>\$27,819</b>	<b>\$29,182</b>
<b>PROBATIONARY RATE</b>	<b>29,667</b>	<b>31,120</b>	<b>32,645</b>
b) <b>AFTER ONE YEAR</b>	<b>42,829</b>	<b>44,927</b>	<b>47,129</b>
c) <b>AFTER TWO YEARS</b>	<b>49,417</b>	<b>51,839</b>	<b>54,379</b>
d) <b>AFTER THREE YEARS</b>	<b>56,006</b>	<b>58,750</b>	<b>61,629</b>
e) <b>AFTER FOUR YEARS</b> <b>(MAXIMUM)</b>	<b>65,890</b>	<b>69,118</b>	<b>72,505</b>
<b>DETECTIVE PATROLMAN</b>	<b>66,459</b>	<b>69,716</b>	<b>73,132</b>
<b>SERGEANT</b>	<b>69,712</b>	<b>73,128</b>	<b>76,712</b>
<b>LIEUTENANT</b>	<b>73,211</b>	<b>76,798</b>	<b>80,561</b>

**APPENDIX A-2**  
**(Employees hired on or after 1/1/96)**  
**SALARIES**

<u><b>POSITION</b></u>	<u><b>EFF.</b></u> <u><b>1/1/96</b></u>	<u><b>EFF.</b></u> <u><b>1/1/97</b></u>	<u><b>EFF.</b></u> <u><b>1/1/98</b></u>
<b>PATROL OFFICER</b>			
a) <b>ACADEMY RATE</b>	<b>\$23,000</b>	<b>\$24,127</b>	<b>\$25,309</b>
<b>PROBATIONARY RATE</b>	<b>26,000</b>	<b>27,274</b>	<b>28,610</b>
b) <b>AFTER ONE YEAR</b>	<b>34,415</b>	<b>36,101</b>	<b>37,870</b>
c) <b>AFTER TWO YEARS</b>	<b>42,829</b>	<b>44,927</b>	<b>47,129</b>
d) <b>AFTER THREE YEARS</b>	<b>49,417</b>	<b>51,839</b>	<b>54,379</b>
e) <b>AFTER FOUR YEARS</b>	<b>56,006</b>	<b>58,750</b>	<b>61,629</b>
f) <b>AFTER FIVE YEARS</b> <b>(MAXIMUM)</b>	<b>65,890</b>	<b>69,118</b>	<b>72,505</b>
<b>DETECTIVE PATROLMAN</b>	<b>66,459</b>	<b>69,716</b>	<b>73,132</b>
<b>SERGEANT</b>	<b>69,712</b>	<b>73,128</b>	<b>76,712</b>
<b>LIEUTENANT</b>	<b>73,211</b>	<b>76,798</b>	<b>80,561</b>