

Contract no. 1654

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A G R E E M E N T

BETWEEN

BOROUGH OF SADDLE RIVER

BERGEN COUNTY, NEW JERSEY

and

NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 218

JANUARY 1, 1992 through DECEMBER 31, 1993

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PREAMBLE

This Agreement entered into this 13th day of APRIL, 1992 by and between the Borough of Saddle River, In the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and the New Jersey Policemen's Benevolent Association, Local 218, herein called the "Association", represents the complete and final understanding on all bargainable issues between the Borough and the Association.

ARTICLE I
RECOGNITION

A. The Borough hereby recognizes the Association as the sole and exclusive collective negotiating agent and representative for all full-time employees of the Borough of Saddle River employed as patrolmen, sergeants and lieutenant of the Borough of Saddle Police Department, but excluding all other employees of the Police Department, professional employees, supervisors and all other Borough employees.

B. The title _"employee", "Patrolman", "Policeman", or "Police Officer" shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II
MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights.

1. The executive management and administrative control of the Borough and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause;

4. To make all such decisions relating to the performance of the Borough's operations and maintenance activities; and

5. To determine the work pace, work performance, levels and standards of performance of the employee.

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Borough, the adoption of

policies, rules, regulations and practices in furtherance hereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough in its exclusive right to administer the Borough and control the work of its personnel, nor to deny or restrict the Borough or the Association in any of its rights, responsibilities and authority under N.J.S.A. 40 or 40A, or any other national, state, county or local laws or ordinances.

ARTICLE III
NON-DISCRIMINATION

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

B. The Borough and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any activity. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE IV
NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any personnel acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage slowdown, walk-out or other job action against the Borough.

B. The Association agrees that it will take reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned.

C. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in such activity by any Association member shall be deemed grounds for disciplinary action, including possible termination of employment of such employee or employees.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Association or any of its members.

ARTICLE V
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or alleged violation of policies, agreements, and administrative decisions affecting them.

2. No grievance may proceed beyond Step 3 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 3 herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is

waived by mutual consent:

Step 1. The aggrieved or the Association shall institute action under the provisions hereof within thirty (30) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.

Step 2. If no agreement can be reached orally within fifteen (15) calendar days of the initial discussion with the Chief of Police, the employee or the Association may present the grievance in writing within fifteen (15) calendar days thereafter to the Police Commissioner or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract allegedly violated, and the remedy requested by the grievant. The Police Commissioner or his designated representative will answer the grievance in writing within fifteen (15) calendar days of receipt of the written grievance.

Step 3. If the Association wishes to appeal the decision of the Police Commissioner, such appeal shall be presented in writing to the Public Safety Committee -

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

Step 4. If the grievance is not settled through steps one, two or three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

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

The decision of the arbitrator shall be binding.

E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for

decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE VI

SALARIES

The following salary schedules shall be in effect:

	<u>Effective</u> <u>1/1/92</u>	<u>Effective</u> <u>1/1/93</u>
<u>PATROLMAN:</u>		
Probationary	\$23,500	\$25,204
Probationary on completion of 6 months or Police Academy	27,794	(eliminated as of 5/1/92)
On completion of 1 year of employment	34,160	36,637
On completion of 18 months of employment	39,762	(eliminated as of 6/19/92)
On completion of 2 years of employment	43,789	46,964
On completion of 3 years of employment	46,227	49,578
On completion of 4 years of employment	51,886	55,648
 <u>SERGEANT:</u>	 54,819	 59,093
<u>LIEUTENANT:</u>	56,202	60,577

ARTICLE VII
OUT OF TITLE WORK

When a vacancy occurs in a higher rank, excluding vacancies caused by illness, vacation, or holiday leave, the officer working in the vacant position shall receive the rate of compensation for the higher rank commencing at the sixty-first (61st) day. In the event that the ranking officer who has left the Department has failed to provide the Borough with at least a sixty (60) day notice, payment of the higher rate of compensation to the officer working in the vacant position shall not commence until the ninety-first (91st) day.

ARTICLE VIII

LONGEVITY

In addition to the salaries and other compensation set forth herein, there shall be paid to each regular, full-time member of the Police Department an additional sum based upon his annual salary, as follows:

- 1 percent after 4 years of service
- 2 percent after 8 years of service
- 3 percent after 12 years of service
- 4 percent after 16 years of service
- 5 percent after 20 years of service

This sum shall be added to the salary heretofore set forth and shall be paid at the regular pay periods.

ARTICLE IX

OVERTIME

A. Overtime compensation shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay including Salary (Article VI), Longevity (Article VIII), College Credit (Article XVIII), and Canine Unit Allowance (Article XX) for all overtime, including municipal court overtime.

B. In the event that an employee is called in for duty during his time off, he shall receive a minimum of four (4) hours of overtime pay. If an employee is required to appear in Saddle River Municipal Court during his time off, he shall receive a minimum of two (2) hours of overtime pay. All other required Court appearances outside of Saddle River will be recognized as "call-in", (i.e. subpoena, etc.) and shall be paid at the four hour minimum. This section shall not apply to extensions of the regular tour of duty.

C. In the event that an employee is called in on a listed holiday, he shall receive an additional day off.

D. Employees shall have a minimum of sixteen (16) hours off between scheduled tours of duty. Should the Borough schedule an employee to work a tour of duty prior to the employee receiving the sixteen (16) hour minimum above, the employee shall receive compensation at the overtime rate for the first four (4) hours of the shift, and compensation at the straight time rate for the second four (4) hours of the shift.

E. All overtime compensation shall be paid to the employees on a monthly basis.

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

(a) Time off shall be earned at the rate of one and one-half ($1\frac{1}{2}$) hour for every hour worked, but shall be taken in increments of eight (8) hours within the time prescribed for payment of monetary compensation to the employee.

(b) Such time shall not result in additional overtime and shall be subordinate in priority to vacation, holidays, personal days and emergencies.

ARTICLE X
VACATION LEAVE

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

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

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

ARTICLE XI
HOLIDAY LEAVE

A. All employees shall be entitled to thirteen (13) paid holiday leave days per year.

B. Employees may elect to receive monetary compensation for up to six (6) holiday leave days in lieu of time off. Such compensation shall be at the straight time base rate of pay of the employee.

C. Employees electing to receive monetary compensation pursuant to Section B of this Article must notify the Chief of Police prior to July 1 of each calendar year as to the number of holidays for which the employee elects to receive monetary compensation. Failure to notify the Chief prior to July 1 may, at the sole discretion of the Chief, disqualify the employee from receiving monetary compensation in lieu of time off for said holiday.

ARTICLE XII

SICK LEAVE

A. All employees shall be entitled to fifteen (15) days sick leave per year which should be cumulative up to a maximum of three hundred (300) sick days.

B. In the event that an employee utilizes zero (0) sick days during a calendar year, he shall be entitled to two (2) personal days during the following calendar year in addition to the personal days provided in Article XVII.

ARTICLE XIII

TERMINAL LEAVE

A. All employees retiring under the Policemen's and Firemen's Retirement System shall be paid for their unused accumulated sick leave on the basis of one (1) day's terminal leave or pay at the employees option, for every two (2) accumulated days, not to exceed one hundred fifty (150) paid days provided that the employee has accumulated at least forty-five (45) days.

B. In order for an employee to be eligible for the benefits enumerated in Section A of this Article, the employee must be eligible for full or disability retirement under P.F.R.S. At the discretion of the Borough, terminal leave pay may be granted if an employee dies while an employee of the Borough or resigns.

C. An employee terminating his employment for any reason other than those enumerated above shall not be reimbursed for any unused accrued sick leave.

D. In order for an employee to be eligible for the above enumerated retirement benefits, the employee must notify the Borough at least six (6) months prior to the employee's projected date of retirement.

ARTICLE XIV

ILLNESS IN FAMILY LEAVE

A. In the event of a serious illness in the immediate family of a member of the Department, said member shall be entitled to three (3) days off without loss of pay.

B. The immediate family includes father, mother, sister, brother, wife, child, mother-in-law and father-in-law.

ARTICLE XV

BIRTH LEAVE

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

ARTICLE XVI

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed three (3) calendar days.

B. The term "immediate family" shall include father, mother, sister, brother, spouse, child, mother-in-law and father-in-law.

C. With prior approval of the Chief of Police, Bereavement Leave may be extended by up to two (2) days, for a total Bereavement Leave of up to five (5) days, without loss of pay.

ARTICLE XVII

PERSONAL LEAVE

A. All employees shall be granted two (2) personal leave days per year without loss of pay, in addition to any other leave the employee may be entitled to receive.

B. Personal leave days may be taken by the employee at any time during the year upon providing a written request to the Chief of Police at least seventy-two (72) hours prior to the desired time off. When personal days are requested pursuant to this section, the employee may not be required to give the reason for said personal leave.

C. In cases of emergency, an employee need not give the required seventy-two (72) hours notice. However, the employee may be required to give the reason for said emergency.

ARTICLE XVIII

COLLEGE CREDIT

A. In addition to all other compensation, all covered personnel shall be entitled to additional compensation at the rate of seventeen (\$17.00) dollars per annum for each credit of an approved Police Science Course completed up to a maximum of one hundred twenty (120) credits. Said compensation shall be paid only upon completion of thirty (30), sixty (60) or one hundred twenty (120) credits. The provision of this Article shall not apply to Patrolmen in their first year of employment.

B. Employees shall be entitled to compensation pursuant to Section A only upon receipt of a passing grade.

C. Employees shall be entitled to compensation pursuant to Section A of this Article only upon providing the Borough with verification of the minimum grade requirement pursuant to Section B.

ARTICLE XIX

CLOTHING ALLOWANCE

A. All employees shall receive a clothing allowance of \$1,000.00 per year. Said clothing allowance shall be paid by check to each employee in the first pay period following adoption of the municipal budget.

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

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

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

ARTICLE XX

CANINE UNIT ALLOWANCE

One (1) employee assigned to the Canine Unit of the Police Department as a handler shall receive an annual stipend of two hundred fifty (\$250.00) dollars.

ARTICLE XXI
MILEAGE ALLOWANCE

A. Whenever an employee must use his personal vehicle for any official police business, he shall receive a mileage allowance at the rate of eighteen (\$.18) per mile.

B. Mileage allowance will be given only when the employee received prior approval from the Chief of Police to use his own personal vehicle for official police business, and only when an official municipal vehicle is not available for use by the employee.

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ARTICLE XXII

MEDICAL AND DENTAL INSURANCE

A. The Borough shall continue to maintain and pay the full cost of insurance coverages, at benefit levels equal to or better than the level of benefit existing as of the date of execution of this agreement, for all employees. In the event that the Borough elects to utilize an alternative insurance program, the benefits provided thereunder shall be equal to or better than the benefits currently provided. The Borough will notify the PBA and all retired members of any policy changes concerning their Insurance Program. Said insurance shall be continued to be paid by the Borough after retirement except in the event an employee retires and is covered in full by a new employer. In that event, said coverage shall be terminated.

B. The Borough shall maintain and pay the full cost of the existing dental plan for family, husband and wife, or single, as applicable. Said insurance shall be continued to be paid by the Borough after retirement except in the event an employee retires and is covered in full by a new employer. In that event, said coverage shall be terminated.

ARTICLE XXIII

PHYSICAL EXAMINATION

The Borough, at its sole cost and expense, shall provide to each employee a complete and thorough physical examination once each calendar year by a medical doctor selected by mutual agreement of the Borough and the PBA. Such physical examination shall include any and all necessary laboratory testing services ordered by the doctor. Employees may elect to utilize their own personal physician for the complete and thorough physical examination in lieu of the examination provided by the Borough. However, the Borough shall only be required to pay up to a maximum of two hundred fifty (\$250.00) dollars towards such examination. Any cost of the examination above the two hundred fifty (\$250.00) dollars maximum shall be borne by the individual employee.

ARTICLE XXIV

BALLISTIC PROTECTION VEST PROGRAM

A. The Borough agrees to provide a ballistic protection vest for every employee desiring a vest.

B. The type of vest to be purchased must be approved by the Chief of Police prior to purchase.

C. Replacement of the vest and/or any part thereof shall be at the expense of the Borough upon approval of replacement by the Chief of Police.

D. All employees, whether or not desiring a ballistic protection vest, must sign and return to the Borough a statement indicating whether or not they desire the Borough to purchase a ballistic protection vest on their behalf.

ARTICLE XXV
POLICE OFFICERS' BILL OF RIGHTS

A. The purpose of this Article is to establish a procedure for departmental investigations concerning alleged violation of department rules, regulations and/or procedures.

B. The interrogation of a member of the force shall be at a reasonable hour.

C. The interrogation shall take place at police headquarters.

D. The member of the force shall be informed of the nature of the investigation before any questioning of that member.

E. The member of the force shall be informed if he is being questioned as a witness or possible defendant at the initial contact.

F. At any formal stage of the proceedings whenever disciplinary action is definitely being contemplated, the member shall be entitled to consult with counsel and/or his association representative before questioned.

G. The member of the force shall not be subject to any offensive or abusive language, nor shall he be threatened nor shall he be promised some form of reward as an inducement to answer any questions, except in the presence of counsel or other representative.

H. Should the member be the subject of the criminal investigation, he shall be informed of any and all of his rights pursuant to the Constitution of the United States and State of New Jersey.

ARTICLE XXVI

RETENTION OF BENEFITS

The Borough agrees that all benefits, terms and conditions of employment relating to the status of members in the Saddle River Police Department not covered by this Agreement shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

ARTICLE XXVII
PERSONNEL FILES

A. An employee shall have the right to inspect his personnel file on reasonable notice and at reasonable times, provided a designated superior officer is present at the time of inspection.

B. The Borough agrees to notify the individual police officer if any material derogatory to the police officer is placed in his personnel jacket.

ARTICLE XXVIII

PBA BUSINESS

One (1) Local 218 P.B.A. Representative shall be entitled to one (1) work day off per year with no loss of regular pay to conduct P.B.A. business. This will be in addition to days off already provided to the Delegate or Alternate to attend State Convention and meetings. Proper notice shall be provided to the Chief.

ARTICLE XXIX

SHIFT COVERAGE AND SCHEDULING

A. The Association recognizes that the number of employees on a shift is a management prerogative and not subject to the grievance procedure. However, both the Borough and the Association recognize that to insure the efficiency of the Police Department and the safety of the residents, citizens and taxpayers of the Borough and the employees themselves, the Borough shall attempt to maintain at least two (2) employees on duty at all times.

B. Upon the prior request of the P.B.A., Borough and P.B.A representatives shall meet to discuss issues and problems arising from shift changes. In the event that the parties are unable to resolve this matter within a reasonable time, this issue may become the sole purpose for further negotiations between the Borough and the P.B.A. in accordance with the Rules and Regulations of the Public Employment Relations Commission. Said negotiations shall have no effect on the remainder of this agreement.

ARTICLE XXX

EDUCATION AND TRAINING

A. An active training program in courses of value to the Borough will be instituted and adminisitered by the Chief of Police.

B. See Resolution No. 65 adopted by the Borough of Saddle River on or about April ¹³~~20~~, 1992.

ARTICLE XXXII

SAVINGS CLAUSE

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

ARTICLE XXXI

MISCELLANEOUS

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

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

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

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

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

ARTICLE XXXIII

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1992, and shall remain in effect to and including December 31, 1993, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, of a desire to change, modify or terminate Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Saddle River, New Jersey on this 13th day of April, 1992.

BOROUGH OF SADDLE RIVER

Theodore E. Anthony
J. J. [Signature]

PBA LOCAL NO. 218

Daniel Edwards
[Signature]
Robert Breen