

**AGREEMENT
BETWEEN
BOROUGH OF EAST RUTHERFORD
AND
EAST RUTHERFORD PBA LOCAL 275**

JANUARY 1, 2000 THROUGH DECEMBER 31, 2004

**LAW FIRM OF
LOCCKE & CORREIA PA
24 SALEM STREET
HACKENSACK, NJ 07601
201-488-0880**

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1.00 AGREEMENT

THIS AGREEMENT, made this 8 day of August 2000 by and between the BOROUGH OF EAST RUTHERFORD, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Borough", and THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 275, (East Rutherford Unit), hereinafter referred to as the "PBA".

WHEREAS, the Borough 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:

2.00 EMPLOYEES BASIC RIGHTS

2.01 Pursuant to Chapter 303, Public Laws, 1968, as amended, the Borough hereby agrees that every Police Officer shall have the right to freely 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 Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Police Officer 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; that it shall not discriminate against any Police Officer with respect to hours, wages or any terms or conditions of employment by reason of his membership on the PBA and its affiliates, his participation on any lawful activities of the PBA, and its affiliates, collective negotiations with the Borough, or his institution of any lawful grievance, complaint or proceeding under this Agreement, as prescribed by the Statutes of the State of New Jersey.

3.00 ASSOCIATION RECOGNITION

3.01 The Borough recognizes PBA Local 275, (East Rutherford Unit) as the exclusive representative as certified on October 18, 1977, by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to all negotiable items of employment of all employees employed by the Police Department, Borough of East Rutherford, Bergen County, New Jersey, but excluding the Chief of Police, Deputy Chief, all office clerical employees, as well as, civilian cadets, dispatchers, special or auxiliary Police, parking enforcement officers, school crossing guards and marshalls, subsidized locally or otherwise, craft employees, managerial executives and supervisors within the meaning of the New Jersey Employer Relations Act of 1968.

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

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

3.04 The Borough agrees that it will not enter into any contract or agreement with anyone but the recognized Association PBA Local 275, (East Rutherford Unit) with regard to the categories of personnel covered by the said Agreement during the term of the Agreement.

4.00 DUES - CHECK OFF

4.01 Upon presentation to the Borough of a dues check off card signed by individual employees, the Borough will deduct from such employee's biweekly salaries the amount set forth on said dues check off authorization card. Thereafter, the Borough will as soon as practicable, forward a check in the amount of all dues withheld for this purpose for the PBA representative entitled to receive same. The said PBA representative shall be appointed by resolution of the PBA and certified to the Borough by the PBA.

5.00 EXISTING LAW

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

6.00 ASSOCIATION REPRESENTATIVES

6.01 The Borough recognizes the right of the Association to designate one (1) representative and one (1) alternate for the enforcement of this Agreement. The Association shall furnish the Borough in writing the names of the representatives and the alternate and notify the Borough of any changes.

6.02 The authority of the representative and alternate 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.

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

6.04 The aforesaid shall be accomplished without undue hardship on the Department, but the Chief or his representative shall not unreasonably withhold permission to accomplish the purpose of this Article.

7.00 PRESERVATION OF RIGHTS

7.01 The Borough hereby retains and reserves unto itself 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 of 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.

7.02 Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority, under R.S. 11.40 and 40A, or any other national, state, country, or other applicable laws.

7.03 The Borough agrees that all benefits, terms and conditions of employment relating to the status of Employees, 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 the collective bargaining negotiations between the parties leading to the execution of this Agreement.

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

8.00 RIGHTS OF EMPLOYEES

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

BILL OF RIGHTS

This Article is not intended, nor shall it be used, to impede or interfere with the normal and routine operation of the Police Department.

(1) All employees shall be entitled to the protection of what shall be hereafter termed as the "Bill of Rights" for Police Officers and Detectives in said classification of the Borough of East Rutherford Police Department and which provides as follows.

(2) The Police Department has established the following procedures to govern the conduct and control of investigations.

(3) The wide ranging powers and duties given to the Department and its members involve them in all manner of contracts and relationships with the public. Out of these contracts come many questions concerning the actions of employees. These questions often require immediate investigation by the Chief of Police or his designee. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

(a) The interrogations 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.

(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 also 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.

The complete interrogation of the member of the force shall be recorded mechanically or by a Department stenographer. There will be no "off-the-record" questions. All recesses called during the questions 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 a reasonable 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 Departmental Rules and Regulations during the interrogation of a member of the force.

9.00 DATA FOR FUTURE BARGAINING

9.01 The parties agree to make available to each other all relevant data the other may require to bargain collectively. This clause shall not include work product for privileged communication.

9.02 The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other East Rutherford employee groups, the cost of various insurance and other programs, information concerning overtime worked by employees, total number of sick leave days utilized 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. Any work product or work prepared specifically for negotiations shall be excluded from this clause. is

10.00 SALARIES

10.01 The base annual salary of all Employees covered by this Agreement shall be set forth in Appendix "A".

10.02 The base annual salaries as shown for Sergeants, Lieutenants, and Captains shall be payable to said employees immediately on promotion to said ranks.

10.03 Any retroactive monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

11.00 WORK DAY, WORK WEEK AND OVERTIME

11.01 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 additional personal breaks for a reasonable period of time. Notification will be given to Headquarters when on personal break.

11.01(a) The normal work day tour shall consist of a minimum of three (3) Police Officers with at least two (2) Patrol Officers on the road per shift.

11.02 The existing practice with regard to schedule and rotations shall continue.

11.03 The normal work day shall be based upon the utilization of a three squad system and shall function for eight (8) hours for each squad during a twenty-four hour day, pursuant to present practice. In the event the Employer desires to maintain an 8:00 p.m. to 4:00 a.m. work shift, which shift has in the past been utilized by the Borough, then employees on the midnight tour maybe utilized for filling the roster of the 8:00 p.m. to 4:00 a.m. work shift.

11.04 The schedule of work for employees covered by this Agreement shall be as follows: Four (4) tours a week on the day shift (7:00 a.m. to 3:00 p.m.) followed by two (2) days off; then four (4) tours of work on the night shift (11:00 p.m. to 7:00 a.m.) followed by two (2) days off; then four tours of work on the afternoon shift (3:00 p.m. to 11:00 p.m.) . The schedule shall continue, alternating four (4) days of work followed by two (2) days off; then four (4) days of work followed by two (2)

days off with the employee advancing his shift forward to the next later work shift (sequence: days, nights, evenings) This schedule is commonly known as "4-2, 4-2" schedule, the aforesaid shall be accomplished pursuant to past practice.

11.05 Overtime is defined as work in excess of the normal eight (8) hour work day or work on a regular day off (R.D.O.). A regular day off (R.D.O.) is defined as a scheduled day off from work as set forth in the work tour schedule posted by the Police Department. Posting shall be in accordance with present practice.

11.06 Work in excess of the employee's basic work week or tour for a day is overtime. Overtime shall be paid at time and one-half. Parades, inspections, or other Borough functions will be paid at time and one-half rate when an officer is not scheduled to be on duty.

11.07 It is agreed and understood that during all meal periods and coffee breaks arising under this section that all employees will be available to respond to any call or emergency or other contingency.

11.08 Effective July 1, 1978, and thereafter, all overtime shall be paid at the overtime rate of one hundred and fifty (150%) percent of the employee's hourly rate in Article XII.

12.00 HOURLY RATES

12.01 To compute the hourly rate of a Police officer, his yearly base salary, plus his longevity, shall be divided by 1,952 hours.

13.00 COURT TIME

13.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any employee in good standing covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceedings, or other Courts or Administrative Bodies, including Civil proceedings. PERC hearings and arbitrations under this Agreement are excluded from the definition of Court time under this section.

13.02 All such required Court time shall be considered as time worked for all purposes under this Agreement and shall be compensated at the employee's time and one-half rate of pay.

13.03 The amount of time to which an employee may be entitled under this Article shall be not less than four (4) hours of time for all Courts and administrative bodies except the East Rutherford Municipal Court in which situation the employee entitlement to time under this Article shall not be less than two (2) hours of time at the appropriate time and one-half rate.

14.00 TRAINING PAY

14.01 All scheduled training shall be considered as time, worked for all purposes under this Agreement at time and one half rates.

15.00 RECALL

15.01 Any employee who is called back to work after having completed is regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee to two (2) hours work or pay in lieu thereof. No employee shall be required to be on standby.

16.00 PRIORITY FOR OVERTIME

16.01 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 roster where practicable. 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 Borough to bypass an employee or employees on the seniority list. While this Agreement contemplates such possibilities, 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. The purpose of this clause is to equalize overtime among employees and same shall not be defeated by the Borough's selection of special persons for special details as set forth herein. 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. The overtime roster and time sheets shall be available for inspection by the Union representative.

16.02 The Department will refer to the PBA representative any outside calls it receives for employment of off-duty Policemen.

17.00 LONGEVITY

17.01 In addition to all wages and other benefits, each employee shall be entitled to a longevity payment as set forth in Appendix "B".

18.00 UNIFORMS

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

18.02 Thereafter, the Borough will pay each employee as an annual amount as clothing and maintenance allowance to be paid by check by July 1, of each year pursuant to present practice. The amount of annual clothing allowance shall be \$950.00 effective January 1, 2000. Effective January 1, 2001 the annual uniform allowance shall increase to \$1,050. Effective January 1, 2002 the annual uniform allowance shall increase to \$1,150.

18.03 This payment shall be made to plain clothed as well as uniformed employees.

18.04 If the Borough decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items. Utilization of this clause shall not diminish the clothing allowance set forth in this Agreement.

18.05 A Police Officer's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged during the course of his employment, shall be replaced at the expense of the Borough, except where such damage is caused by the negligence of the employee. Management reserves the right to inspect uniforms.

18.06 Any such payments made under Section 5 of this Article shall be in addition to the Police officer's annual clothing allowance otherwise referred to in this Agreement.

19.00 EDUCATION INCENTIVE

19.01 Each employee shall receive the sum of Ten (\$10.00) Dollars for each credit hour completed for which credit is given toward a Bachelor Degree in Police Science or Public Safety, or an Associate Degree in Police Science or Public Safety which credit hours must have been completed in or accepted by, an accredited institution of higher learning offering a program leading to a Bachelor's Degree or an Associate Degree in Police Science or Public Safety, provided, however, that such Policemen attend any such institution on off-duty time and at their own expense.

19.02 Any credits earned after July 1, of any year, are to be paid the following January.

19.03 Such additional payments shall be payable upon submission to the Office of the Borough Clerk, proper certification from such an accredited institution of higher learning setting forth the number of credit hours completed or the conferring of an Associate or Bachelor Degree. All payments made under this section shall be paid along with all regular payments which employees under this contract receive biweekly.

19.04 This Educational Incentive payment shall only apply to those credits earned for the degree by the employees while they are employed by the Borough of East Rutherford. This provision shall only apply to employees hired after the date of the execution of this agreement.

20.00 WORK IN HIGHER RANK

When an employee or any number of employees are required to work in a higher rank for ten (10) or more days, any employee or any number of employees so assigned shall receive the pay of a higher rank in which he or they are working, commencing in the eleventh (11th) day and thereafter and the Borough shall not defeat the intent of this clause by shifting two (2) or more employees to cover the higher rank in question. The intent of this clause shall be to pay employees for performing work in a higher rank in blocks of eleven (11) days or more.

21.00 VACATIONS

21.01 The vacation allowance shall be as set forth in this Agreement in Appendix "C".

21.02 When in any calendar year, the vacation or any part thereof, is not granted by reasons of pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year. All vacation time shall be utilized in the year for which it is allowed unless special permission is received from the Chief of Police. Entitlements to a vacation shall be on a calendar year basis.

21.03 If an employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, 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.

21.04 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 Borough. Employees will advise the Department where they can be reached on vacation.

21.05 Vacations shall be selected on a rotating seniority basis which shall be established by the Department. Once an employee selects two (2) or more days of vacation under this clause, the next senior man shall make his selection, and so on, until the seniority list is exhausted, at which time, the process shall be continued.

22.00 HOLIDAYS

22.01 Effective January 1, 1992, all employees covered by this Agreement shall be entitled to and will receive fifteen (15) paid holidays per year.

22.02 The holidays noted herein shall be as set forth in Appendix "D".

22.03 The annual holiday benefit set forth in Paragraph 22.01 above shall be paid in equal installments along with each employee's regular payroll dates. Said holiday benefit shall be folded in and used for all computation purposes. The holiday benefit has been calculated into the pay rates set forth at **Appendix A** of this Agreement.

22.04 In the event an employee covered by this Agreement works on all of the scheduled holidays then said employee should get one of the following days off; Christmas Eve, Christmas Day, New Year's Eve, New Year's Day. If an employee is not working on all of the holidays and said employee is next in seniority, then said employee shall be entitled to take one of the following days off; Christmas Eve, Christmas Day, New Year's Eve, New Year's Day. The purpose of this paragraph is to provide a method of equitable relief in the form of time off on the identified four (4) premium holidays where there is a full staff.

22.05 Vacation days will be allowed during the calendar year with the exception of Christmas Day, Christmas Eve, New Year's Eve, New Year's Day. As per past practice, a man working all of the above will be allowed to choose a day off following a seniority list.

23.00 SICK LEAVE

23.01 All full-time members of the within bargaining unit shall have unlimited sick leave as per the prior practice.

23.02 The Employer shall have the right to send a member of the Department to a physician to the employee's home at the Employer's expense for the purpose of examination.

23.03 To qualify for payment while absent from duty on sick leave such employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge at least one hour before the commencement of the scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty. Any employee who is absent without such notification shall be charged with an unpaid day for each day's absence and shall be subject to appropriate disciplinary action.

23.04 In any of the following three (3) circumstances, the Employer may reasonably, require a Police Officer to submit physician's certificate upon his return to work after his use of sick time:

- (a) Where the Officer used more than four (4) consecutive days; or
- (b) The Officer used more than three (3) individual uses of sick time in a calendar quarter; or
- (c) Where there has been illustrated a regular or current pattern of use

of sick time.

23.05 All employees covered by this Agreement shall be compensated one-half (½) day's pay at their then regular rate for all unused sick time each year based on 12 sick days per year. Such compensation will not affect the employee's 6 month terminal leave as per past practice. Such compensation will not affect unlimited sick time. Such compensation will be paid in the first check in February of the following year.

24.00 TERMINAL LEAVE

24.01 Terminal leave will be granted to employees pursuant to practice, but shall be accomplished fairly and reasonably.

25.00 WORK INCURRED INJURY

25.01 Where an employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers Compensation Act shall be paid over to the Borough.

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

25.03 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 Borough 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. This section is not intended to amend Section (1) of this Article.

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

25.05 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.

25.06 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.

26.00 PERSONAL LEAVE

26.01 Each employee shall have four (4) personal leave days for each year.

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

26.03 A denial of an application for personal time under this section by the Chief shall only be made for sufficient cause and any such denial may become the subject of a Grievance Procedure under this Agreement.

26.04 Personal leave time under this Article shall be granted in units of not less than one-half ($\frac{1}{2}$) day for each occasion.

27.00 BEREAVEMENT LEAVE

27.01 Pursuant to present practice, all permanent full-time employees covered by this Agreement, shall be entitled to four (4) working days leave with pay upon the death of a member of his immediate family or serious illness requiring hospitalization of a spouse or child, within the State of New Jersey, and up to Six (6) working days leave if outside the State of New Jersey.

27.02 Immediate family shall include spouse, ex-spouse, children, parents, brothers, sisters and grandparents of employees or spouse.

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

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

27.05 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.

28.00 LEAVE OF ABSENCE

28.01 All permanent full-time employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed six (6) months. Said leave shall be renewable after six (6) months with approval from the Borough.

28.02 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 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 Borough will not unreasonably deny an employee's request for a leave of absence.

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

28.04 Seniority shall be retained and shall accumulate during all leaves

29.00 MEDICAL AND INSURANCE COVERAGE

29.01 The Borough will continue to provide and pay for existing Blue Cross, Blue Shield, Rider J, Major Medical and prescription plans and coverage for employees covered by this Agreement and their families.

29.01(a) A \$3.00 Co-Payment will be attached to the Prescription Insurance Plan, per prescription.

29.02 All increases in premiums during the term of this Agreement shall be borne entirely by the Borough pursuant to present practice.

29.03 All benefits set forth in this section shall be paid to employees who retire after twenty-five (25) years of service or upon disability retirement until such employee obtains a new employment which provides him with the above coverage or until said retired employee qualifies for medicare. Widows and dependents are to be covered for a time period of not less than six (6) months after the death of the employee.

29.04 The Borough will pay one Hundred and Fifty Dollars to each employee covered by this Agreement for Eye Care. (Examinations and/or Prescription glasses). The Borough will also pay One Hundred and Fifty Dollars (\$150.00) to one member of the employee's family for Eye Care. (Examinations and/or Prescription glasses). Sun glasses are exempt from payment unless Prescription sun glasses are required.

30.00 INSURANCE

30.01 The Borough will continue to indemnify 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 the invasion of civil rights.

31.00 LIFE INSURANCE

31.01 The Borough will provide, at its own cost and expense and without cost to the employee, a life insurance policy or policies for the benefit of the employee, in the amount of Ten Thousand (\$10,000) Dollars face.

32.00 BULLETIN BOARD

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

32.02 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.

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

32.04 Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

33.00 CEREMONIAL ACTIVITIES

33.01 In the event a Police officer is another Department in the State of New Jersey is killed in the line of duty, the Borough will permit at least two (2) uniformed Police Officers of the Department to participate in funeral services for the said deceased officer.

33.02 Subject to the availability of same, the Borough will permit a Department Police vehicle to be utilized by the members in the funeral service.

33.03 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 to by the Chief of Police.

34.00 PERSONNEL FILES

34.01 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.

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

34.03 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.

34.04 All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate discipline.

35.00 PENSION

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

35.02 The Borough will pay its portion 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.

35.03 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 bound thereby.

36.00 GRIEVANCE PROCEDURE

36.01 To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to the complaints occurring under this Agreement, the following procedures shall be used.

36.02 For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Borough and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this agreement.

Minor disciplinary matters (less than six (6) days of fine or suspension or equivalent thereof) shall be included in this Grievance Procedure.

The procedures for settlement of grievances be as follows:

(a) STEP ONE

In the event that any employee covered by this Agreement has a grievance, within five (5) working days of the occurrence of the event being grieved the employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him.

(b) STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within two (2) working days the grievance shall be presented in writing to the

supervisor in charge of the unit to which the grievance is assigned. The supervisor shall render a decision within five (5) working days after the grievance was presented to him.

(c) STEP THREE

If no satisfactory resolution of the grievance is reached at Step Two, then within two (2) working days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within five (5) working days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the next ranking Officer in charge of the Department for determination.

(d) STEP FOUR

If the Association wishes to appeal the decision of the Chief of Police (or the supervisor in charge, if the Chief is absent) it shall be presented in writing to the Borough's governing body or its delegated representative, within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough's governing body or its delegated representative shall give the Association the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.

(e) ARBITRATION

(1) If no satisfactory resolution of the grievance is reached at Step Four,

then within fifteen (15) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant of the rules of PERC. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitrator shall be borne equally by the parties.

(2) The arbitrator shall have no authority to add to or subtract from the Agreement.

(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 it's 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 Civil Service Commission review and decision.

(4) Employees covered by this Agreement shall have the right to process their own grievances, with or without a PBA representative.

(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.

37.00 SAVINGS CLAUSE

37.01 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 invalid, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

37.02 If any such provisions are so invalid, the Borough and the Association will meet for the purpose of negotiating changes made necessary by applicable laws.

37.03 Except 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 as a waiver of any right or benefit to which the employees herein are entitled by law.

• 38.00 OFF DUTY POLICE ACTION

38.01 Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following: Recognizing that the Borough 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, any action taken by a member of the force on his time off when not in the active employ of another 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. Section 30.00 will apply when proper Police Action is taken the same as when on active duty.

39.00 DETECTIVES

39.01 In addition to other compensation and benefits set forth in this Agreement, those employees designated as "Detectives" shall receive additional compensation in the amount of Seven Hundred and Fifty (\$750.00) Dollars per year. Designated Detectives shall receive additional compensation as a detective stipend. This amount is in recognition of those special skills, qualifications, obligations, duties and other attributes of the Detective. The annual Detective Stipend shall be as follows:

Eff. January 1, 2000	\$ 850.00 per year
Eff. January 1, 2001	\$ 950.00 per year
Eff. January 1, 2002	\$1,050 per year
Eff. January 1, 2003	\$1,150 per year
Eff. January 1, 2004	\$1,250 per year

39.02 Pursuant to Section XI - 2, et seq., overtime for Detectives shall be allowed for work in excess of an eight (8) hour day or a forty (40) hour week.

39.03 The Detective Stipend provided in paragraph 39.01 above shall be paid pursuant to past practice.

40.00 FURTHER NEGOTIATIONS

40.01 The parties agree that during the term of this Agreement, they shall meet periodically in good faith attempt to resolve such additional issues as may arise.

40.02 If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the Borough.

41.00 POLICE VEHICLES

41.01 All police automobiles purchased after the execution of this Agreement shall have the same or similar equipment as vehicles purchased by the Borough heretofore and the Borough will make every effort to keep such equipment in a good state of repair. The Police Mechanic reserves the right to repair vehicles at his convenience subject to existing emergency conditions at the time.

42.00 SENIORITY

42.01 Unless otherwise provided in this Agreement, traditional principles of seniority shall apply to employees covered by this Agreement. Such principles shall apply to lay off, recall, and any other similar acts. Seniority is defined as to mean the accumulated length of service with the Department, computed by time in grade for each rank. In the event time in grade cannot be determined by date of rank, then, in that event, time in service by date of appointment shall apply. An employee's length of service shall not be reduced by time lost due to absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

43.00 IN SERVICE TRAINING

43.01 Each member of the Department with two (2) or more years in service will be scheduled by the Chief of Police to attend at least one (1) in service training course during the calendar year. Employees shall be scheduled for such training subject to the needs of the Borough.

43.02 Each member of the Department attending school pursuant to Section 1 (above) shall be reimbursed for all reasonable expenses upon proper presentation of vouchers for same.

44.00 POLICE CONVENTIONS

44.01 The Borough agrees to allow the PBA Delegate and one (1) attendee time off for attendance at PBA Conventions. Leave of absence shall be for a period inclusive of the duration of the conventions with a reasonable time allowed for travel to and from convention. The PBA will provide the employer with the name of the PBA Delegate and one (1) attendee for the convention. The PBA further agrees to provide the employer with 90 days notice of convention dates. At the beginning of each year the PBA shall provide to the municipality a list of four names of which the second attendee will be selected from.

44.02 Further, the Borough 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 and County meetings.

45.00 MILEAGE ALLOWANCE

45.01 When a police vehicle is not made available to an employee and the Chief or his designee determines that the employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance permitted by the State of New Jersey for its employees. The aforesaid allowance shall be in lieu of the present practice whereby employees are authorized to utilize the employer's gasoline on such activities.

46.00 DENTAL INSURANCE

46.01 Effective January 1, 1998 the Borough shall provide unit employees with a family dental plan corresponding to the Municipal wide plan at no cost to the employee. Employees who wish to opt for the individual Delta Premium Dental Plan may do so, however, the Borough's funding obligation shall be no more than what it is obligated to under the per employee cost of the Municipal wide family dental plan.

46.02 Any unit employee who retires prior to the signing of the new 1997-1999 Collective Bargaining Agreement will be entitled to the full coverage of the dental plan as set forth above.

47.00 SIDE JOBS

47.01 All side jobs shall be paid through the Borough using a voucher system.

48.00 TERM OF CONTRACT

This Contract shall cover the five (5) calendar years of 2000, 2001, 2002, 2003 and 2004. This contract will be in effect as of January 1, 2000 and will terminate on December 31, 2004.

In Witness Whereof, the parties hereto have entered their hands and seals this

8 Day of August, 2000.

ATTEST:

Robert A. Savino
RMC/CMC

BOROUGH OF EAST RUTHERFORD

James J. Hall
MAYOR

ATTEST:

J. H. C. / J. A.
PRESIDENT

EAST RUTHERFORD PBA LOCAL 275

Dee J. Kowalski - Del.

APPENDIX A-1
EMPLOYEES HIRED PRIOR TO 1/1/98

	EFF. 1/1/2000	EFF. 7/1/2000	EFF. 1/1/2001	EFF. 7/1/2001	EFF. 1/1/2002	EFF. 7/1/2003	EFF. 7/1/2004
STEP 1	\$30,331	\$30,937	\$31,556	\$32,187	\$33,475	\$34,814	\$36,554
STEP 2	44,510	45,400	46,308	47,234	49,123	51,088	53,642
STEP 3	53,199	54,263	55,348	56,455	57,381 58,174	61,062	64,115
STEP 4	61,888	63,125	64,388	65,676	68,565	71,308	74,873
STEP 5	70,642	72,055	73,496	74,996	77,965	81,083	85,137
SGT.	73,768	75,244	76,749	78,284	81,415	84,672	88,905
LT.	76,793	78,329	79,895	81,493	84,753	88,143	92,550
CAPT.	79,810	81,406	83,034	84,695	88,606	91,606	96,186

* Holiday pay folded in as set forth in Article 22.03

APPENDIX A-2
EMPLOYEES HIRED ON OR AFTER 1/1/98

	EFF. 1/1/2000	EFF. 7/1/2000	EFF. 1/1/2001	EFF. 7/1/2001	EFF. 1/1/2002	EFF. 7/1/2003	EFF. 7/1/2004
STEP 1 Academy	\$26,295	\$27,000	\$27,500	\$27,500	\$28,000	\$28,500	\$29,000
STEP 2 After Academy	28,582	29,154	29,737	30,331	31,545	32,806	34,447
STEP 3	36,546	37,277	38,022	38,787	40,334	41,947	44,045
STEP 4	44,510	45,400	46,308	47,234	49,123	51,088	53,642
STEP 5	53,199	54,263	55,348	56,455	58,714	61,062	64,115
STEP 6	61,888	63,125	64,388	65,676	68,565	71,308	74,873
STEP 7	70,642	72,055	73,496	74,966	77,965	81,083	85,137
SGT.	73,768	75,244	76,749	78,284	81,415	84,672	88,905
LT.	76,793	78,329	79,895	81,493	84,753	88,143	92,550
CAPT.	79,810	81,406	83,034	84,695	88,083	91,606	96,186

* Holiday pay folded in as set forth in Article 22.03

APPENDIX "B"

LONGEVITY

Employees hired before January 1, 1995 shall receive longevity increases in the amount of two percent (2%) for each four (4) years of service completed, with no maximum.

Employees hired on or after January 1, 1995 shall receive longevity increases in the amount of two percent (2%) for each four (4) years of service completed, with a maximum of twelve percent (12%) after twenty-four (24) years of service.

For all Employees hired before January 1, 1998 the Borough shall continue the existing Police Department policy now in effect covering the Police Officers during the first four (4) years of service. The Borough shall increase the Police Officers salaries to the next higher step upon the completion by the Police Officer of each year in service, and that each Police Officer shall, at the completion of four (4) years in service, reach maximum pay grade. For all Employees hired after January 1, 1998 the Borough shall place new employees at the Academy Step of the guide where they shall remain until they successfully complete the Police Training Academy course at which time they shall move to the "After Graduation" Step where the employee shall remain until the completion of that employee's first year of departmental service.

As of the start of the employee's second year of employment the employee should be placed at the third step of the guide for new hires for the next year of service. The Borough shall increase these Police Officer's salaries to the next higher

step of the salary guide upon the completion of each subsequent year in service, until that Police Officer reaches the maximum pay grade; i.e. Step 7 of the new hire salary guide.

APPENDIX "C"

VACATIONS

0 - 1 year	-----	One (1) work day per month
1 year - 4 complete years	-----	13 work days
Start of:		
5 years - 9 complete years	-----	15 work days
Start of:		
10 years - 14 complete years	-----	17 work days
Start of:		
15 years - 19 complete years	-----	21 work days
Start of:		
20 years or more	-----	26 work days

APPENDIX "D"

HOLIDAYS

HOLIDAYS:

1. New Year's Day
2. President's Day
3. Martin Luther King's Birthday
4. Easter
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day
12. Employee's Birthday
13. Floating Holiday
14. Floating Holiday
15. Floating Holiday