

1485

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF LEONIA

AND

LEONIA P.B.A. LOCAL NO. 86

FROM JANUARY 1, 1997 THROUGH DECEMBER 31, 1999

LOCCKE & CORREIA P.A.
24 SALEM STREET
HACKENSACK, N.J. 07601
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ARTICLE I

RECOGNITION

A. The employer hereby recognizes the Association as the exclusive collective negotiation agent for all patrolmen, sergeants, and lieutenants in the Police Department of the employer.

B. The title of policeman or police officer shall be defined to include the plural as well as the singular, and to include males and females.

C. All the terms, covenants and conditions herein contained shall inure to the benefit of and bind the respective parties hereto, their respective legal representatives, successors and assigns.

ARTICLE II

ASSOCIATION REPRESENTATIVES

The Association shall have the right to designate such members of the Association as it deems necessary as Association representatives and they shall not be discriminated against due to their legitimate Association activities.

A. One duly elected representative of the Association will be granted a leave of absence with pay for period not to exceed five (5) days to attend the annual PBA convention.

B. A certificate of attendance to the convention shall, upon request, be submitted by the representatives so attending, the Chief of Police.

C. 1. During contract negotiations the authorized representatives of the Association, consisting of not more than two (2) representatives, shall be excused from normal duties for the amount of time reasonably required for the scheduled negotiations and shall receive their regular compensation for time spent when such negotiations interfere with their work schedule. During the course of active negotiations neither party may change the personnel of its negotiating team unless forty-eight (48) hours written advance notice is given to the other party of the changes.

2. Collective negotiation meetings shall be held at such times and places as are mutually convenient and either party may request of the other party attendance at said meetings.

3. The duly authorized negotiating agent or representative of either the Borough or the PBA, shall not be required to be an employee of the Borough.

D. The duly elected Association representatives or alternate shall be excused with pay from their normal assignments to process grievances or to attend to union business during regular working hours. Proper notice is to be given to the immediate supervisor.

E. The duly elected representative or his designee shall be entitled to exchange regular working shifts, or parts thereof, in accordance with Article XXVII herein to attend state delegate meetings. If any of the aforementioned meetings should occur on the regular day off, they will not receive any compensation for the day.

F. In the event the PBA officer is incapacitated, or is unable to carry out the functions of the office due to illness, vacation, or otherwise, an alternative representative of the PBA shall have the full authority to represent the Association for any and all business.

ARTICLE III

PROMOTIONS

The employer agrees to consider qualified members with the Association for advancement and/or promotion of a temporary or permanent nature.

ARTICLE IV

EMPLOYEE'S BASIC RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, as amended, the Employer hereby agrees that every police officer shall have the right to freely organize, join and support the Association, the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any 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 in the Association, the PBA and its affiliates, his participation in any lawful activities of the Association, the PBA, and its affiliates, collective negotiations with the Employer or his institution of any lawful grievance, complaint or proceeding under this Agreement, as prescribed by the Statutes of the State of New Jersey. The PBA, or any of its agents, shall not intimidate or coerce employees into membership. Neither the Borough nor the PBA shall discriminate against any employees because of race, creed, color, age (except as required by law), sex or national origin.

Pursuant to the "New Jersey Employer-Employee Relation Act" as amended, effective July 1, 1980, all non-members of the Union shall pay to the Union a representation fee in lieu of dues for services

rendered by the Union in an amount an equivalent to the regular membership dues, initiation fees and assessment charged by the Union to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

ARTICLE V

FUTURE BARGAINING

The parties shall not, during the term of this Agreement, be required to negotiate with respect to any issue except insofar as there may be a unilateral change in terms and conditions of employment flowing from any permissible management decision or action. In the event such occurs, the parties agree to negotiate the impact of same and if they cannot reach agreement, they may utilize interest arbitration as set forth in N.J.S.A. 34:13A-5.3 et seq. to resolve the impact of such permissible management decision or action, all consistent with law.

In accordance with New Jersey Statute 34:13A-5.3 et seq. proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

ARTICLE VI

EXISTING LAW

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

ARTICLE VII

MANAGEMENT OF THE BOROUGH'S AFFAIRS

There are areas of responsibility and control reserved to the Borough acting through its duly authorized representatives in order for the Governing Body of the Borough to serve the public effectively and in accordance with law. It is mutually understood and agreed, by and between the parties hereto, that the right to manage the affairs of the Borough and to direct the working forces and operations of the Police Department and all other departments of the Borough, subject only to the specific limitations of this Agreement and applicable State law, is vested in and retained by the Borough exclusively.

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

ARTICLE VIII

MAINTENANCE OF OPERATIONS

A. Consistent with law and with the terms of this Agreement, each of the parties hereby agree that they will fulfill their obligations to one another and further agree that they shall not interfere with the operation of the Borough or the operation of the Association respectively.

B. Nothing contained in this Agreement shall be construed to limit or restrict the Borough or the Association in their right to seek and obtain such judicial relief or administrative relief as they may be entitled to have in law or equity for injunction or damages or both in the event of a breach by the Borough or its agents or by the Association or its agents.

C. The Borough agrees that it will not lock out its employees and the Association agrees that it will not authorize any strike.

ARTICLE IX

SALARIES

The base annual salaries for employees covered by this Agreement shall be set forth on "**Schedule A**" annexed. The term "New Hires" as used in the salary schedules shall be defined as employees hired on or after January 1, 1994.

ARTICLE X

HOURS AND OVERTIME

A. The standard weekly work schedule shall consist of an average of thirty-seven and one-half ($37\frac{1}{2}$) hours on a standard, rotating tour basis, insofar as is practicable. The work schedule shall be made known to all personnel of the Department at least three (3) months in advance, and shall not be changed unless seventy-two (72) hours advance notice is given, except in the case of an emergency as is defined by New Jersey Statute or except as may be occasioned by the onset of sudden illness or injury of a member of the Department which would reasonably require the Chief of Police to change the work schedule and be unable to afford a member of the Department the seventy-two (72) hour advance notice contemplated herein. The Chief of Police of the Police Department shall be responsible for the preparation of the work schedule herein mentioned. The numerical composition of each tour shall be determined by the Chief of the Department or his designee.

B. 1. It is recognized that the needs of the Borough may require overtime work beyond the employee's standard daily or weekly work schedule although it is the stated policy of the Borough that every reasonable effort shall be made to avoid the necessity of overtime work wherever and whenever possible. The first two and one-half ($2\frac{1}{2}$) hours of overtime work beyond the normal schedule for any calendar week shall be paid at the employee's regular hourly base rate. Overtime work, in excess of two and one-half ($2\frac{1}{2}$) hours beyond the normal schedule for any calendar week will be paid at the hourly

rate of one and one-half (1½) times the regular base pay of the employee of the Department.

2. Should an employee be called in for extra duty during the employee's off duty time, the employee shall be entitled to a minimum of two (2) hours overtime as defined by Subsection (B)(1) hereof. The policy for payment for "training time" shall be maintained at time-back, if mutually agreed upon, or at time and one-half if the "training time" is mandated by the Chief of Police, the County Prosecutor or the State Attorney General.

3. Any employee covered by the terms of this Agreement who is assigned by the Chief of Police to act as a detective shall receive an additional compensation (which shall not be deemed part of base pay) the annual sum of One Thousand Seven Hundred Fifty (\$1,750) Dollars pro rated for the period during which that assignment is in effect. Employees in this category shall not be eligible for overtime compensation under the terms of Subsections (B) (1) or (2) above of this Agreement for work they perform as detectives.

If any employee covered by the terms of Subsection (B)(3) is assigned to overtime duties in any capacity other than as a detective, such as uniformed patrol or desk duties, that employee shall be eligible for overtime compensation under the terms of Subsections (B) (1) and (2), provided that overtime work as a detective during the same payroll period shall not be calculated as part of the hours worked.

Nothing in this section shall be deemed to create the rank or grade of detective.

4. Should any member of the Police Department be required to appear at a criminal trial for the purpose of offering testimony at any County or Superior Court of New Jersey, during the employee's off duty hours, the employee shall be paid overtime, as is defined herein, (See Subsection (B) (1)) for appearances arising out of the employee's duties as a member of the Police Department.

The Borough shall request the Municipal Court Judge of the Borough of Leonia to arrange, so far as the Court is able, the scheduling of Municipal Court appearances by members of the Police Department, during the regular tour of duty of the Police Officer. The Borough assumes no responsibility other than making the foregoing request of the Court.

Overtime compensation will be paid to any member of the Department whose appearance in Municipal Court is required, provided:

- A. The Officer whose appearance is required is not scheduled to work at any time during the shift during which such appearance is required or scheduled, and
- B. Due to action by the Municipal Court Judge, the Municipal Prosecutor and/or any Defense Attorney directly involved in the particular case concerning which the officer's appearance is required, such appearance must be scheduled other than during the officer's regularly scheduled tour of duty, and
- C. The Clerk of the Municipal Court has notified the Chief of Police of the required scheduling of such appearance by an officer and the Chief of Police has approved such scheduling and has authorized, in advance, the incurring of liability for overtime payments.

5. Prior to any scheduled departmental examination or testing procedure, any officer(s) scheduled to work the previous Midnight shift tour of duty will be rescheduled to a mutually

acceptable tour of duty. Prior to any scheduled departmental fire arms qualifications, any officer(s) scheduled to work the previous Midnight shift tour of duty will be rescheduled to a mutually acceptable tour of duty.

ARTICLE XI

CLOTHING ALLOWANCE

1. In addition to other pay and benefits due under the terms of this Agreement each employee shall receive an annual clothing allowance for the purchase and maintenance of the official uniforms of the Police department used in the performance of duty. The annual clothing allowance shall be Seven Hundred (\$700.00) Dollars. The designation of corporal shall entitle the officer to a one time additional payment of One Hundred (\$100.00) Dollars in clothing allowance, at the time the individual is designated as a corporal. Insofar as practicable, and following the final approval of the municipal budget, payments under this section shall be made prior to April 15, in each year covered by this Agreement.

2. Each member of the Department, upon receipt of the clothing allowance payment shall sign a settlement attesting that the payment is used exclusively for purchase and maintenance of uniforms.

3. Purchase of uniforms by members of the Department may be made at a store of the individual member's choice, provided that uniforms must comply with the standards set forth by the Board of Police Commissioners and the Chief of Police.

4. If the Borough elects to change the existing uniform or any part thereof during the term of this Agreement, it shall provide each employee with any such new item or items of uniform at Borough expense. Such payment shall not be due if the change in the existing

uniform or any part thereof is made at the request or initiation of the employees covered by the terms of this Agreement. Any such change shall be subject to the approval of the Borough.

5. Any item or items of an employee's uniform or equipment (excluding personal property such as jewelry) required in his capacity as a police officer which may be damaged as a result of a single violent episode involving another person or other circumstances which may warrant such replacement, during the course of his duties, shall be replaced at the expense of the Borough, in accordance with the depreciation schedule herein set forth, subject to the review and approval of the Chief of Police. Damage due to the employee's negligence, and ordinary wear and tear is not covered by the terms of this section.

In accordance with the provisions of the immediately preceding paragraph, the Borough shall, in addition, reimburse to an employee the amount of Fifty (\$50.00) Dollars toward the cost of replacing eyeglasses damaged in the line of duty under circumstances as defined in this section, provided such replacement eyeglasses are constructed of safety materials (lenses and frames),, which may assist in the protection of the employee and prevent future breakage.

A. Depreciation schedule, showing maximum useful life of the described uniform items in good condition:

1.	Winter Outercoat	4 years
2.	Dress Uniform	8 years
3.	Duty Trousers	4 years
4.	Duty Shirt	2 years
5.	Shoes	3 years
6.	Leather Goods	10 years
7.	Winter Cap	3 years
8.	Summer Hat	3 years

B. Employees making a claim under this section shall do so in writing addressed to the Chief of Police. The claim shall include a reference to the incident giving rise to the claim, a statement concerning the purchase date of uniform items for which replacement is requested. The claim shall be reviewed by the Chief of Police, who shall determine the value for the items damaged, based on their stated age and current value. For example, duty trousers purchased three (3) years previously, with a current retail cost of Thirty (\$30.00) Dollars shall be valued at Seven Dollars and Fifty cents (\$7.50), that is, current value less three (3) years depreciation.

C. The Chief of Police, after examining the claim described in subsection 5(B), may determine that the item damaged can be repaired and still meet the Department's standards for condition of uniforms. If he makes such a determination, the item shall be repaired at the Borough's expense.

ARTICLE XII

HOLIDAYS

Each employee shall receive thirteen (13) holidays per year. Compensation for these holidays shall be provided as an addition to regular pay, and shall be provided in the regular pay. Said holiday value shall be used for all calculation purposes.

ARTICLE XIII

EMERGENCY, LEAVE, COMPENSATORY TIME AND LEAVE

A. Emergency leave of three (3) working days shall be granted without loss of pay for death in the immediate family of employee. Immediate family includes spouse, child, mother, father, brother, sister, grandparents, mother-in-law, and father-in-law. An additional day for travel shall be granted to attend the funeral of a member of the immediate family as defined above if such occurs beyond one hundred (100) miles from the Borough of Leonia.

B. Each employee shall have two (2) personal leave days per year. For purposes of this clause, an employee shall be required to give his superior at least forty-eight (48) hours notice in advance of such personal leave except in emergent circumstances. An employee may take personal days contiguously with vacation days.

C. Compensatory time may be accumulated and carried over into the following year, but may not be carried over any further than the anniversary date from which it was accumulated ("rolling calendar").

D. "Golden Day" - Each employee upon accumulating eight hours (8) of compensatory time, may convert said eight hours of compensatory time into a "golden Day." An employee may earn two such "Golden Days" per year, to be used as personal leave days, as defined by this Agreement. Forty-eight (48) hours notice shall be given for the use of a "golden day" whenever possible. It is acknowledged that in emergent circumstances, or where time is not subject to such advance notice, the use of "golden day" time on short notice shall not be prohibited.

ARTICLE XIV

LEAVE OF ABSENCE

All permanent full time employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed three (3) months. Said leave shall be renewable after three (3) months with approval of the Employer.

The employer shall submit in writing all facts bearing on the request to the Chief of Police or his designated representatives 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 Employer will not unreasonably deny an employee's request for a leave of absence. There shall not be more than one (1) member of the bargaining unit on leave of absence at any time without the approval of the Employer.

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

At the expiration of such leave, the employee shall be returned to the position from which he is on leave and will receive as of the date of his return all benefits he would have received had he not taken the leave.

Seniority shall be retained and shall accumulate during all leaves.

ARTICLE XV

MOTOR VEHICLE REIMBURSEMENT

Any policeman using his own motor vehicle on official police business with approval of the Chief of Police will be compensated at no less than the current or existing rate of the Borough during the term of this Agreement. The policeman shall be reimbursed for parking fees and tolls upon presentation of a receipt.

ARTICLE XVI

LONGEVITY

In addition to the regular base pay of the employee, as is established under this Agreement, a member of the Police Department shall be entitled to one and one-half (1½%) percent of the employee's base annual salary per year for each four (4) years of service by the employee with the Police Department of the Borough reaching seven and one-half (7½%) percent after twenty (20) years. After twenty-four (24) years of service, the employee shall receive an additional one-half (½%) percent, to a maximum of eight (8%) percent.

ARTICLE XVII

MEDICAL COVERAGE AND INSURANCE BENEFITS

A. In addition to continuing its existing Blue Cross, Medical Surgical coverage, including Rider "J" and Major Medical Insurance, the Borough shall provide for the furnishing of such insurance to members of the Police Department covered under this Agreement who are on normal full time or disability retirement, as well as each such retired member's spouse. If the retired member of the Police Department is employed following his retirement, and similar type of insurance coverage is available to the retired employee by virtue of said employment, or if the retired employee is covered by similar insurance of the spouse of the retired employee, there shall be no obligation on the part of the Borough to provide for the coverage heretofore mentioned. The obligation of the Borough to provide for the Blue Shield, Medical-Surgical coverage and Major Medical Insurance, as is heretofore set forth, shall terminate upon the retired employee becoming eligible for "Medicare" or if the retired employee accepts full time employment following his retirement from the Police Department of the Borough.

B. The employer shall provide a dental insurance program for each employee and his or her dependents, effective no later than January 1, 1990.

ARTICLE XVIII

SICK TIME

1. All full time members of the within bargaining unit shall be granted sick leave as per the prior practice.

2. Leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family.

3. To qualify for payment while absent on sick leave each employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge two (2) hours before the commencement of his scheduled tour of duty on afternoon and evening tours and one (1) hour before the commencement of his scheduled tour of duty on morning tours. Said notice shall state the nature of the cause of the absence from duty. Shorter notice shall state the nature of the cause of the absence from duty. Shorter notice shall be permitted in exceptional circumstances which shall be reviewed on a case by case basis with final determination by the Chief of Police. An employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

4. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if reasonably requested by the Borough.

ARTICLE XIX

WORK INCURRED INJURY

A. Where an employee covered under this Agreement suffers a work-connected injury or disability the employer shall continue such employee at full pay, during the continuance of such employee's inability to work, 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 employer.

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

C. 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 establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

D. For the purposes of this Article, injury or illness incurred while the employee is attending an employer-sanctioned training program, shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as 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.

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

ARTICLE XX

VACATIONS

The following vacation schedule shall be in effect:

<u>TIME WITH DEPT.</u>	<u>VACATION TIME EARNED</u>
Less than one (1) full year of service	- One (1) working day of vacation for each full month of service in the dept. up to a maximum of ten (10) working days.
After one (1) year and until completion of five (5) years of service	- Ten (10) working days
After five (5) years and until completion of nine (9) years of service	- Twelve (12) working days
After nine (9) years and until completion of fourteen (14) years of service	- Seventeen (17) working days
After fourteen (14) years and until completion of seventeen (17) year of service	- Nineteen (19) working days
After seventeen (17) years and until completion of twenty (20) years of service	- Twenty (20) working days
After completion of twenty (20) years of service, and thereafter	- Twenty-two (22) working days

Year shall mean twelve (12) months of completed service with the department since the date of last hiring: "years" shall mean multiples of one (1) year; "days": shall mean the number of working days of vacation benefit due to the employee.

An annual vacation schedule shall be prepared by the Chief of Police, with due consideration being given to the proper conduct of

the Police Department operation, the desires of the employees, seniority, the dates of filing of requests for vacations and other similar factors. Vacations may be taken between January 1 and December 31 of each year and may not be accumulated for use in subsequent years. The vacation selection procedure shall be based on Leonia Police Department Seniority.

Subject to the approval of the Chief, employees covered under this Agreement may use their vacation entitlement in units of less than five (5) working days. Such "splits" however, shall be limited to one for each full five (5) working days of vacation entitlement to a maximum of four (4). Approval by the Chief of such "splits" shall not be withheld arbitrarily or unreasonably.

ARTICLE XXI

GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the complaints occurring under this Agreement, the following procedure shall be used. A grievance may be brought by an employee or group of employees covered by this Agreement or the Association.

For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement, any rule or regulation of the Department, or any matter affecting or impacting upon any employee's safety. The procedure for settlement of grievances shall be as follows:

A. STEP ONE

In the event that any employee covered by this Agreement has a grievance, within five (5) calendar 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 five (5) calendar 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 five (5) calendar days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within five (5) calendar 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.

C. STEP THREE

If the grievant 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 employer's governing body or its delegated representative, within five (5) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The employer's governing body or its delegated representative may give the grievant the opportunity to be heard and will give his decision in writing within twenty (20) days of receipt of the written grievance.

D. ARBITRATION

1. If no satisfactory resolution of the grievance is reached at STEP THREE, then within twenty (20) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of PERC. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration 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 employer's governing body or its representative on the grievance.

4. Employees covered by this Agreement shall have the right to process their own grievances, with or without a PBA representative or may select a representative of their own choosing.

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

ARTICLE XXII

INSURANCE

The Borough shall provide False Arrest Insurance by a blanket policy covering the members of the Police Department of the Borough, with limits of not less than Five Hundred Thousand (\$500,000.00) Dollars subject to the normal policy exclusions. Additionally, the Borough shall provide legal services to all members of the Police Department who may be named as defendants in any legal action for incidents arising out of the performance of the employee's duties as a member of the Department. Nothing herein contained will be deemed to require the Borough to provide legal services or to indemnify or hold harmless a member of the Department for any action occasioned by the employee's willful detour from the prescribed duties and regulations of the Department. The Borough shall not be responsible for the payment of any judgment rendered in any civil action for willful or intentional tort, or for the payment of punitive or exemplary damages, pursuant to N.J.S.A. 59:9-2, or for the payment of damages relating to any other statutory preclusions or exclusions.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3 et. seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXIV

DATA FOR FUTURE BARGAINING

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 or privileged communication.

The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough 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 negotiation shall be excluded from this clause.

ARTICLE XXV

RIGHTS OF EMPLOYEES

In an effort to insure that investigations are conducted in a manner which is conducive to good order and discipline, all employees shall be entitled to the protection of certain rights for police officers, in accordance with the procedures established in Volume 12, section 2.H et seq. of the Internal Affairs Policies and Procedures of the Leonia Police Department manual, governing the conduct and control of investigations.

In all cases, and at every state 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 Department Rules and Regulations during the interrogation of a member of the force.

ARTICLE XXVI

OFF DUTY POLICE ACTION

"The rights and obligations of the parties concerning off-duty police action shall be those as set forth in the provisions of N.J.S.A. 40A:14-152.1 and N.J.S.A. 40A:14-152.2, an enacted by Laws of 1977, Chapters 436 and 437, effective March 2, 1978".

ARTICLE XXVII

EXCHANGE OF DAYS OFF

Members of the Department may exchange hours, shifts of duty, or days off provided such requests are coordinated with the Chief of Police, or his designee, and such changes do not adversely effect staffing, patrol coverage and supervision.

ARTICLE XXVIII

SHIFT CHANGES

The Employer agrees that it will not indiscriminately adjust shifts so as to avoid overtime payment to employees covered by this Agreement. A minimum of forty-eight (48) hours notice shall be given on any change of shift. Any change of shift on less than forty-eight (48) hours notice, shall entitle the employee two (2) additional hours of pay at the straight time rate. This clause shall not be interpreted so as to limit the employer's duties of manning and staffing.

ARTICLE XXIX

PERSONNEL FILES

A 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.

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

Whenever a written complaint concerning an officer or his actions is to be placed in his personal file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he desires and he shall be permitted to place said rebuttal in his file.

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

ARTICLE XXX

SAFETY AND HEALTH

The employer shall at all times maintain working conditions to insure maximum for all employees.

ARTICLE XXXI

BULLETIN BOARD

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

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

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

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.

ARTICLE XXXII

CEREMONIAL ACTIVITIES

In the event a police officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) off-duty uniformed police officers of the Department to participate in funeral services for the said deceased officer.

Subject to the availability of same, the employer will permit a Department police vehicle to be utilized by the members in the funeral services.

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.

ARTICLE XXXIII

DEATH BENEFITS

The estate of any deceased employee shall receive benefits as follows:

- A. All salary earned but unpaid at the time of death.
- B. Any unused earned vacation pay.
- C. Any unused earned holiday pay.

ARTICLE XXXIV

PENSION

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

ARTICLE XXXV

FURTHER NEGOTIATIONS

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

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 Employer.

ARTICLE XXXVI

POLICE VEHICLES

The employer shall make every effort to provide all police vehicles with the best and safest equipment available and the employer will make every effort to keep such equipment in a good state of repair.

ARTICLE XXXVII

SAFETY AND HEALTH COMMITTEE

The parties acknowledge a Borough wide Health and Safety Committee. The PBA shall select one (1) representative for this Committee who shall be mutually agreeable to both parties. Said Committee shall meet regularly at a mutually convenient time and place. Any person may submit suggestions to the Committee member either orally or in writing.

ARTICLE XXXVIII

FACILITIES

All police quarters shall have adequate air conditioning, heating, hot water, sanitary facilities, and reasonable private locker rooms.

ARTICLE XXXIX

RETIREMENT

The present practice of providing employees with retirement leave shall continue, but shall also provide that unit members retiring from the Department with twenty-five (25) years of service under the Police and Fire Pension Act shall receive terminal leave compensation of One Thousand (\$1,000.00) Dollars.

ARTICLE XL

OVERTIME LIST AND PRIORITY FOR OVERTIME

Section 1.

Unscheduled overtime shall be handled in the following manner:

1. In the event that the Shift Commander, after exhausting all attempts to secure a replacement officer, cannot find anyone to work unscheduled overtime, the junior man on the shift immediately prior to the shift that needs to be covered will be ordered to cover that shift.
2. Management shall provide for the equitable opportunity for overtime among personnel, and keep available records of the same.

Section 2.

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. 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 bypass an employee or employees on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed 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 Employer'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.

With regard to what is commonly known as "school details" it is agreed that the employer will attempt to obtain at least one (1) full time employee of the Police Department to work said detail and will make and offer of such detail to the regular full time employees on the basis of the rotating seniority roster. It will be the obligation of the employees to set up their own roster for school details and other special events.

Management shall provide for the equitable opportunity for overtime among personnel and keep available records of the same.

ARTICLE XLI

SAVINGS DEDUCTIONS

The Borough shall make automatic payroll deductions to be used for the purchase of United States Savings Bonds, and the Borough shall purchase same on behalf and in the name of any employee who requests in writing that the Borough do so.

ARTICLE XLII

SPEN RADIOS

The Borough shall install SPEN radios in all patrol cars, on a one-time basis.

ARTICLE XLIII

TERM AND RENEWAL

This Agreement shall have a term from January 1, 1997 through December 31, 1999. If the parties have not executed a successor agreement by December 31, 1999, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

SCHEDULE A - 1

EFFECTIVE 1/1/97

	<u>H.S. GRAD.</u>	<u>H.S. +30</u>	<u>H.S. +60</u>	<u>H.S. +90</u>	<u>H.S. +120</u>	<u>B.S./A Masters</u>
LIEUTENANT	\$68,595	\$69,302	\$70,009	\$70,061	\$70,951	\$71,660
SERGEANT	65,775	66,478	67,185	67,537	68,128	68,810
PATROLMAN I	62,948	63,655	64,360	64,714	65,302	65,955
PATROLMAN II					50,722	51,229
PATROLMAN III					40,907	41,316
PATROLMAN IV					34,304	34,648
PATROLMAN V					29,961	30,261
PATROLMAN PROBATIONARY					27,300	27,574
PATROLMAN TRAINEE					26,000	26,000

SCHEDULE A - 1A (Base + Holiday)

LIEUTENANT	72,025	72,768	73,509	73,563	74,498	75,243
SERGEANT	69,063	69,802	70,544	70,913	71,534	72,250
PATROLMAN I	66,095	66,838	67,578	67,949	68,567	69,253
PATROLMAN II					53,258	53,791
PATROLMAN III					42,953	43,382
PATROLMAN IV					36,020	36,380
PATROLMAN V					31,459	31,774
PATROLMAN PROBATIONARY					28,666	28,953
PATROLMAN TRAINEE					26,000	26,000

SCHEDULE A - 2

EFFECTIVE 1/1/98

	<u>H.S. GRAD.</u>	<u>H.S. +30</u>	<u>H.S. +60</u>	<u>H.S. +90</u>	<u>H.S. +120</u>	<u>B.S./A + Masters</u>
LIEUTENANT	\$71,339	\$72,074	\$72,809	\$72,863	\$73,789	\$74,526
SERGEANT	68,406	69,137	69,872	70,238	70,853	71,562
PATROLMAN I	65,466	66,201	66,934	67,303	67,914	68,593
PATROLMAN II					52,751	53,278
PATROLMAN III					42,543	42,969
PATROLMAN IV					35,676	36,034
PATROLMAN V					31,159	31,471
PATROLMAN PROBATIONARY					28,392	28,677
PATROLMAN TRAINEE					27,040	27,040

SCHEDULE A - 2A (BASE + HOLIDAY)

LIEUTENANT	\$74,906	\$75,679	\$76,449	\$76,506	\$77,478	78,253
SERGEANT	71,826	72,594	73,366	73,750	74,395	75,140
PATROLMAN I	68,739	69,512	70,281	70,667	71,310	72,023
PATROLMAN II					55,388	55,943
PATROLMAN III					44,671	45,117
PATROLMAN IV					37,461	37,835
PATROLMAN V					32,717	33,045
PATROLMAN PROBATIONARY					29,813	30,111
PATROLMAN TRAINEE					27,040	27,040

SCHEDULE A - 3

	<u>H.S. GRAD.</u>	<u>H.S. +30</u>	<u>H.S. +60</u>	<u>H.S. +90</u>	<u>H.S. +120</u>	<u>B.S./A. + Masters</u>
EFFECTIVE 1/1/92						
LIEUTENANT	\$74,371	\$75,137	\$75,903	\$75,960	\$76,925	\$77,693
SERGEANT	71,313	72,075	72,842	73,223	73,864	74,603
PATROLMAN I	68,248	69,015	69,779	60,163	70,800	71,508
PATROLMAN II					54,993	55,542
PATROLMAN III					44,351	44,795
PATROLMAN IV					37,192	37,565
PATROLMAN V					32,483	32,809
PATROLMAN PROBATIONARY					29,599	29,896
PATROLMAN TRAINEE					28,189	28,189

SCHEDULE A-3A (BASE & HOLIDAY)

LIEUTENANT	78,895	79,698	79,758	80,771	81,579
SERGEANT	74,879	76,484	76,884	77,557	78,333
PATROLMAN I	71,660	73,268	73,670	74,341	75,084
PATROLMAN II				57,742	58,321
PATROLMAN III				46,570	47,034
PATROLMAN IV				39,053	39,443
PATROLMAN V				34,107	34,449
PATROLMAN PROBATIONARY				31,080	31,391
PATROLMAN TRAINEE				28,189	28,189