

*Contract no. 245*

3-0354 1

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

**Between**

**THE BOROUGH OF NORTH ARLINGTON  
NEW JERSEY**

**and**

**POLICEMEN'S BENEVOLENT ASSOCIATION OF NORTH ARLINGTON,  
N.J. LOCAL NO. 95  
SUPERIOR OFFICERS**

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**January 1, 1989 through December 31, 1991**

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**LAW OFFICES:**

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

**(201) 488-0880**

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**PREAMBLE**

This Agreement is effective as of the first day of January, 1989, by and between the Borough of North Arlington, New Jersey, hereinafter referred to as the "Borough", and the Policemen's Benevolent Association, Local No. 95, hereinafter referred to as the "Association", is designated to maintain and promote a harmonious relationship between the Borough of North Arlington and such of its Employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

## ARTICLE I

### RECOGNITION

#### Section 1

The Borough hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Superior Officers of the North Arlington Police Department, excluding the Chief of Police.

#### Section 2

Unless otherwise indicated, the terms "Officer", "Employee" or "Employees" when used in this Agreement, refer to all persons represented by the Association in the above-defined negotiating unit.

#### Section 3

Insofar as permitted by law, the Borough agrees to deduct from the pay of all members of this Association, dues, the amount of which will be set by the Association By-Laws and/or other Association rules enacted. Deductions will be made weekly and all such deductions paid over to the Association. Dues deductions are mandatory for all members of the Association.

## ARTICLE II

### POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every Policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body, exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Policeman in the enjoyments 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 Policemen with respect to hours, wages or any terms or conditions of employment by reasons of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the Borough, or his institution of a grievance or complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

Elected representatives of the PBA shall be entitled time off with full pay to attend negotiating sessions, grievance sessions and meetings of the Joint PBA Management Committee.

provided the Department is not faced with an emergency. No time spent at the aforesaid shall be construed as overtime.

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.

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, and said review in the presence of the chief of Police or his designated representative.

Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file, in the presence of the Chief of Police or his designated representative.

All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

## ARTICLE III

### SALARIES

#### **Section 1**

Commencing January 1, 1989, annual salaries of all Employees covered by this Agreement shall be set forth in Appendix "A" for the 1989-1991 calendar years.

#### **Section 2**

A Police Officer employed in the Detective Bureau shall receive Six Hundred (\$600.00) Dollars per year more than an Officer would earn if he were a uniformed Officer.

#### **Section 3**

All monies and benefits shall be deemed to be retroactive to the appropriate dates set forth in this Agreement.

#### **Section 4**

Wage rates for all persons covered by this Agreement shall be calculated by computing a nine (9%) percent rank differential for the years 1989 through 1991. Each rank shall be paid nine (9%) percent more than the next lower rank.

The following schedule shall govern the calculation of Superior pay rates:

<b>Sergeant</b>	9% above base rate of Top Grade Patrolman.
<b>Lieutenant</b>	9% above base rate of Sergeant.
<b>Captain</b>	9% above base rate of Lieutenant.



## ARTICLE IV

### BULLETIN BOARDS

#### **Section 1**

Subject to prior approval of the Police Chief, which approval shall not be unreasonably withheld, the Borough shall permit the Association reasonable use of the Bulletin Boards and the other Police facilities for posting notices concerning Association business and activities and concerning matters dealing with the welfare of its members.

#### **Section 2**

The Borough agrees that a bulletin board supplied by the Association will be placed in a conspicuous location, however, outside the view of the public. The bulletin board will be for the use of Association business dealing with the welfare of its members.

## ARTICLE V

### SENIORITY

#### **Section 1**

Traditional principles of seniority shall apply to Employees covered by this agreement. Such principles shall apply to layoffs, recall, transfer and other similar acts. Seniority is defined to mean the accumulated length of service with the Department, computed from the last date of hire. An Employee's length of service shall not be reduced by the time lost due to an absence from his employment for a bonafide 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.

## ARTICLE VI

### EDUCATIONAL BENEFITS

#### **Section 1**

All Employees covered by this contract shall be entitled to receive, in addition to all other wages and benefits, payment for education credits earned by said Employee pursuant to the qualifications set forth herein.

- a. Each Employee shall receive a sum of Seven Hundred (\$700.00) Dollars per annum for an Associates Degree in Police Science and a sum of One Thousand Four Hundred (\$1,400.00) Dollars per annum for a Bachelor's Degree in Police Science upon attainment or immediately if said degree has already been attained, to be paid once yearly.
  
- b. If a degree is earned during a calendar year an Employee shall be entitled to a pro-rata share of the Seven Hundred (\$700.00) Dollar and One Thousand Four Hundred (\$1,400.00) Dollar figures based upon the date of attainment of said

degree.

- c. Any member attending a four (4) year college and attaining any equivalency of sixty-six (66) credits shall be deemed to have reached the Associate's Degree level and shall be paid Seven Hundred (\$700.00) Dollars as aforesaid.

**Section 2**

Each member requesting credit shall submit a certification from the institution that he or she has successfully completed the credits, the specific courses and programs under which the credits were completed and verification that the same were pursued towards the attainment of a degree in Police Science.

## ARTICLE VII

### VACATIONS

#### Section 1

EARNED VACATIONS. Officers shall be entitled to vacations based upon the length of time employed as hereinafter provided.

NUMBER OF DAYS. Officers who have not completed one (1) year of service shall have one (1) working day vacation for each full month of continuous service rendered from the date of his appointment. Officers who have completed from one (1) to ten (10) years of service shall be granted seventeen (17) working days vacation. Officers who have completed eleven (11) years to fifteen (15) years of service shall be granted eighteen (18) working days vacation. Officers who have completed sixteen (16) years to twenty (20) years of service shall be granted twenty (20) working days vacation. Officers who have completed twenty-one (21) years to twenty-five (25) years of service shall be granted twenty-five (25) working days vacation. Officers who have completed more than twenty-five (25) years of service shall be given thirty (30) working days vacation. There shall be no carry over of vacation time or days to the following year, unless expressly given permission by the Chief of Police, for a valid

reason, such as an unexpected injury or illness immediately prior to the scheduled vacation.

## **Section 2**

Any Officer who is entitled to more than two (2) weeks of vacation shall be allowed to take his vacation in consecutive weeks and/or days provided it does not unreasonably interfere with Departmental operations and provided further that the Police Chief grants approval, which approval shall not be unreasonably withheld.

## **Section 3**

Employees shall be entitled to take their vacations between June 15 and September 15 of each year provided it does not unreasonably interfere with operations of the Department, and provided further that the Police Chief grants approval, which approval shall not be unreasonably withheld.

## **Section 4**

In the event an Employee dies before taking his earned vacation in any calendar year, his estate or his widow, to the extent of the law, shall receive any vacation due and other accrued benefits such as compensatory time leave, clothing allowance, etc. If the full amount is not due, the amount to be paid shall be pro-rated.

## ARTICLE VIII

### HOLIDAYS

#### **Section 1**

Each Police Officer covered by this agreement shall be granted pay for fourteen (14) holidays as follows: Christmas, New Year's, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Day after Thanksgiving, Columbus Day, Veteran's Day, Martin Luther King's Birthday. Payment shall be as set forth in Article XXXI.

#### **Section 2**

In addition to the fourteen (14) holidays, Employees shall be compensated for all additional legal and official holidays declared so by the President or Congress of the United States, the Governor and Legislature of the State of New Jersey, and also all additional holidays declared by the Mayor and Council of the Borough of North Arlington.

## ARTICLE IX

### EXCUSED LEAVES

#### **Section 1 - Leave Because of Death**

In the case of a death of a member of an Officer's family, time-off necessary to arrange for the funeral and to attend the services up to three (3) days at the established rate of pay shall be granted if the Officer actually attends the services during the time he would be required to be on duty. Immediate family includes: mother, father, sisters, brothers, spouse, children, mother-in-law, father-in-law, grandmother and grandfather of the Officer or Officer's spouse, and persons so designated as legal guardians. In the event that the funeral is in excess of two hundred fifty (250) miles from North Arlington, four (4) days may be taken. An Officer may request additional days off in connection with a death in the family including brothers-in-law or sisters-in-law, to the Police Chief and approval shall not be unreasonably withheld.

#### **Section 2 - Leave Without Pay**

The Mayor and Council on the request of an Officer and after reasonable notice, may grant a six (6) month leave of absence without pay to said Officer. Said leave may only be granted by them and when they receive a written request by the



Officer. The Mayor and Council may extend such leave for an additional six (6) months upon approval of the governing body. Additional leave may be approved only with the consent of the Department of Civil Service. If, however, the said Officer overstays such leave, his employment with the Borough shall be deemed to have terminated.

### **Section 3 - Terminal Leave**

An Officer having completed the time required by law for retirement (including military leave), shall be entitled to ninety days at his current rate of pay. Upon retirement all Employees shall be entitled to utilize his unused and accumulated sick leave days up to a maximum of one hundred and eighty (180) days. Total time shall not exceed one hundred and eighty (180) days.

An Employee may, at his sole option, elect to take said Employee's terminal leave option as either time off at the end of his active duty career or the retiring Employee may choose to take the cash value of that time at said Employee's daily rate of pay. If the retiring Employee elects the lump sum cash option, then said Employee may elect to receive said monies from the Employer in up to three (3) separate payments at dates specified by the retiring Employee over a period of time not to exceed eighteen (18) months from completion of active duty. There shall be ninety (90) days notice for the cash option during the first

half of the calendar year and a two (2) check minimum in the last half of the calendar year.

Effective January 1, 1988, Employees retiring are recognized as having terminal benefits including a continuation of compensation status until all sick leave, accrued time and terminal benefits are exhausted. During such period of compensation continuation the retiring Employee shall be entitled to full compensation and accrual of all Employee benefits. Annual benefits for such retiring Employee shall be pro-rated so as to cover the period of continued compensation. The compensation period for accrual purposes shall not exceed one hundred and eighty (180) days.

#### **Section 4**

All sick leave benefits will continue in full force and effect.

## ARTICLE X

### CLOTHING

#### **Section 1**

Each Officer shall receive an annual clothing allowance of Five Hundred (\$500.00) Dollars for the purpose of replacing worn-out articles of designated uniforms.

#### **Section 2**

If any part of an Officer's uniform and/or personal effects is destroyed in the line of duty, it shall be the responsibility of the Borough to replace same, upon approval of the Police Chairman which approval shall not be unreasonably withheld. The maximum replacement value of personal items shall not exceed Fifty (\$50.00) Dollars, with the exception of prescription eyeglasses or dentures.

#### **Section 3**

Police Officers are allowed to wear short sleeve shirts during the appropriate season.

#### **Section 4**

The summer uniform will be worn between May 15 and September 15 of each year.

**Section 5**

The shift commander may prescribe uniform changes during unreasonable weather on his own initiative or at the request of the Association. Said changes will not be unreasonably required or refused.

**Section 6**

The Borough shall provide all Employees covered by this Agreement with foul weather gear.

**Section 7**

The Borough shall provide all Employees covered by this Agreement with Bullet-Proof vests. Should the vest or any part of it need replacement or repair, the Borough will bear the full cost for such replacement or repair.

The Borough shall institute a regular annual inspection program for a yearly evaluation of Employer-supplied Bullet-Proof vests.

**Section 8**

The Borough shall supply two (2) holders (carriers) to each Employee for the Bullet-Proof vests.

**Section 9**

Changes in uniform shall be the responsibility of that

party mandating the change, i.e., if the Chief mandates a change of uniform, it shall be the responsibility of the Borough to pay for same. If change is petitioned by the PBA, then the members shall pay for same.

## ARTICLE XI

### COURT APPEARANCES

#### **Section 1**

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

#### **Section 2**

All such required court time shall be compensated at time and one-half ( $1\frac{1}{2}$ ). Payment of a full hour shall be made for any time spent which may be less than a full hour. Each Employee shall receive a minimum payment of two (2) hours at time and one-half ( $1\frac{1}{2}$ ) for each such appearance under this Article.

#### **Section 3**

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

Police Headquarters and the pertinent court or administrative  
body.

## ARTICLE XII

### OVERTIME

#### **Section 1**

For time worked on off duty hours or on days off, except when called in for a full tour, all Officers shall receive a minimum of two (2) hours at time and one-half (1½). In the event he works more than two (2) hours, such time shall be paid at time and one-half (1½).

#### **Section 2**

There shall be a fair and equal system of overtime allocation. Overtime shall be allocated in the order of seniority as the names appear in the Department roster. If the first name on this list refuses overtime, the offer of overtime shall be made to the second man on the list, etc.. Each time an Officer accepts or refuses he shall be placed at the bottom of the overtime list. The overtime list shall be maintained by the designee of the PBA. The name of such designee shall be furnished to the Chief of Police during the first week of January of each year.

#### **Section 3**

Overtime is defined as follows: hours worked in excess



of the regular eight (8) hour work day or hours worked on any regularly scheduled time-off.

#### **Section 4**

Employees will receive payment for one-quarter ( $\frac{1}{4}$ ) hours intervals for all overtime worked, excluding the two (2) hour minimum as set forth in **Section 1**.

#### **Section 5**

Employees have the option of receiving payment or compensatory time for all overtime or court time worked. Compensatory time shall be given back at time and one-half ( $1\frac{1}{2}$ ). Employees must choose within ten (10) days of the overtime or court time worked, whether to take compensatory time or payment.

#### **Section 6**

**Compensatory Time-Due Time**, is defined as time spent in service to the Department for training. Firearms Qualifications, Department Meetings, Inspections, etc., and when requested by an Officer as set forth in **Section 5** above.

Compensatory-time (time off) may be requested by an Officer at any time and will be granted provided it does not interfere with the normal everyday operations of the Department.

The individual Employee shall have the right to elect to take payment under this Section (time and one-half ( $1\frac{1}{2}$ ))

expressed in either time or cash payment). Employees must choose within ten (10) days of the time worked, whether to take compensatory time or payment.

ARTICLE XIII

LONGEVITY

**Section 1**

The longevity schedule is as follows:

Three (3) Years of Service	1% of His Base Salary
Six (6) Years of Service	2% of His Base Salary
Nine (9) Years of Service	3% of His Base Salary
Twelve (12) Years of Service	4% of His Base Salary
Fifteen (15) Years of Service	5% of His Base Salary
Eighteen (18) Years of Service	6% of His Base Salary
Twenty-one (21) Years of Service	7% of His Base Salary
Twenty-four (24) Years of Service	8% of His Base Salary
Twenty-seven (27) Years of Service	9% of His Base Salary
Thirty (30) Years of Service	10% of His Base Salary

This payment shall be made in addition to all other payments as has been the past practice.

## ARTICLE XIV

### GRIEVANCES

#### **Section 1**

A grievance is any complaint arising with respect to wages, hours of work, or other conditions of employment and includes, but is not limited to, any dispute over interpretation, application or construction of this Agreement. In order to provide for the expedition and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

#### **Section 2**

Complaints may be initiated by the individual Employee to the Chief of Police or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the Employee wishes to enter a grievance, it shall be presented by the authorized PBA representative.

#### **Section 3**

When the PBA wishes to present a grievance for itself or any Employee covered by this Agreement for settlement, such grievance shall be presented as follows:

Step 1. The President of the PBA or his duly

authorized and designated representative shall present in writing and discuss the grievance or grievances orally with the Chief of Police or his duly designated representative. The Chief of Police shall answer the grievance in writing within ten (10) days.

Step 2. If the grievance is not resolved at Step 1, or no answer has been received by the PBA within the time set forth in Step 1, the grievance may be presented in writing to the Mayor and Borough Council. The final decision of the Mayor and Council shall be given to the Union in writing within fourteen (14) days after receipt of the grievance by the Mayor and Council.

Step 3. If the grievance has not been settled by the parties at Step 2 of the Grievance Procedure or if no answer in writing by the Mayor and Borough Council has been received by the PBA within the time provided in Step 2, the PBA may demand arbitration of the grievance.

#### **Section 4**

Any grievance with the Chief of Police shall be subject to the grievance and arbitration procedures established in this Agreement and, in those cases where the grievance is not covered by the terms of this Agreement, the grievance will be determined on the basis of traditional principles of fairness and equity.

## ARTICLE XV

### ARBITRATION

#### Section 1

Step 1. Any grievance or other matter in dispute involving interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure as herein provided, may be referred to an Arbitrator as hereinafter provided.

Step 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an Arbitrator to hear the arbitration in the manner set forth in the Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

Step 3. The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Step 4. The decision of the Arbitrator shall be final and binding on the PBA and the Borough.

Step 5. Where the Employee has exercised his right to appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this Article.

## ARTICLE XVI

### INSURANCE

#### **Section 1**

All persons or Employees covered by this Agreement will be provided with a life insurance policy with a full amount of Twenty Thousand (\$20,000.00) Dollars, the premium for which will be paid fully by the Borough. All Employees who may hereafter retire shall likewise be covered with a life insurance policy of not less than Ten Thousand (\$10,000.00) Dollars, the premium for which will be paid fully by the Borough.

#### **Section 2 - Blue Cross/Blue Shield**

The Borough agrees to provide and pay for the premium for Blue Cross and Blue Shield coverage, including Rider J, also to provide and pay for Major Medical coverage with the New Jersey State Health Plan for all members of the bargaining unit and their eligible dependents. The coverage provided for under this Section shall also apply to all Employees covered by this Agreement who may hereafter retire, but said coverage shall be limited to the first five (5) years of retirement. This provision shall only apply to those Employees who hereafter retire after December 31, 1980 and not to former Employees who have already retired prior to December 31, 1980. Furthermore,



**Health Insurance** premiums must be paid by the Borough when an **Employee** goes out on disability.

**Section 3 - False Arrest Insurance, etc.**

In the event of a civil action against any Employee for conduct arising in, or out of, the course of his employment, the Borough shall pay any adverse judgment, save harmless and protect such Employee from any financial loss resulting therefrom. Each Employee shall also be covered by a minimum policy of Five Hundred Thousand (\$500, 000.00) Dollars, in insurance holding him harmless for all actions arising in or out of the course of his employment, including actions for false arrest, excessive force and the like.

The Employer will indemnify all Employees covered by this Agreement 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, privileged occupancy and the invasion of civil rights.

Employees covered by this Agreement shall be fully indemnified and defended by the Employer for all circumstances in which the Employee renders first aid, whether on duty or off duty.

**Section 4 - Dental Coverage**

The Borough agrees to provide Dental Insurance for all

Employees covered by this Agreement, and their eligible dependents, the premium for which will be paid fully by the Borough. Said plan shall be no less than the present plan of Dental Insurance.

#### **Section 5 - Prescription Drug Plan**

Effective January 1, 1986, the Borough shall provide a Prescription Drug Program of insurance for all Employees covered by this Agreement and their families. Said full family prescription plan shall be at the Employer's sole cost and expense and shall have a Three (\$3.00) Dollar co-payment provision.

ARTICLE XVII

PENSION

**Section 1**

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 XVIII

RETENTION OF BENEFITS

**Section 1**

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

## ARTICLE XIX

### COLLECTIVE BARGAINING PROCEDURE

#### **Section 1**

Collective Bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor or the Employer, or his designee, and the President of the PBA or his designee, shall be the respective bargaining agents for the parties.

#### **Section 2**

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

#### **Section 3**

Employees of the Employer who may be designated by the PBA to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their assignments.

#### **Section 4**

Ordinarily, not more than six (6) additional

representatives of each party shall participate in collective bargaining meetings.

ARTICLE XX

CONVENTION

**Section 1**

The Employer agrees to grant the necessary time off without loss of pay to the members of the PBA selected by the members of the PBA as delegates limited to President and Delegate or to their alternates to attend any State or National Convention of the New Jersey State Policemen's Benevolent Association, as provided under N.J.S.A. 11:26C-4.

ARTICLE XXI

ACTIONS AGAINST POLICEMEN

**Section 1**

Whenever any action is brought against an Employee or group of Employees covered by this Agreement for any acts or omission directly or indirectly arising out of and in the course of his employment, the Borough shall defray all costs of defending such action, provided the Employee or group of Employees notify the Chief of Police immediately who shall notify the Mayor and Council, in writing. The Mayor and Council may select the attorney with this approval of the PBA, or the Employee may request a specific attorney, in writing, permission for which shall not be unreasonably withheld by the Mayor and Council. In the event of an immediate emergency, the Chief of Police may select the attorney or may honor the request for a specific attorney from an Employee. In the case of a civil action, the Borough shall pay any adverse judgment, save harmless and protect such Employee from any financial loss resulting therefrom.



ARTICLE XXII

EXTRA CONTRACT AGREEMENTS

**Section 1**

The Borough agrees not to enter into any other agreement or contract with the Employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the PBA agrees to any change in writing.

## ARTICLE XXIII

### SAVINGS CLAUSE

#### **Section 1**

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

#### **Section 2**

Failure to enforce any part of this Agreement by either party will not constitute a waiver of said Agreement.

ARTICLE XXIV

MUTUAL AID

**Section 1**

Employees while rendering aid to another community are fully covered by Workers' Compensation and Liability Insurance and pensions as provided by law.

**Section 2**

The Borough shall not require Employees covered by this contract to be sent to other communities whose Policemen are engaged in a job action.

ARTICLE XXV

INCLUSION CLAUSE

**Section 1**

The Borough agrees that the members of the PBA shall receive no less benefits than are granted other Employees of the Borough.

## ARTICLE XXVI

### WORK WEEK

#### **Section 1**

All uniformed tour Employees shall work a rotating shift consisting of a four (4) and two (2) work week. That is, they shall work four (4) consecutive days and then they shall be off two (2) consecutive days, they will work the next four (4) consecutive days, be off the next two (2) days, etc. However, the work week shall consist of thirty-seven and one-half (37½) hours.

#### **Section 2**

Except in cases of bona fide emergency, there shall be no change in the work schedule without notice to the Officer. Every reasonable effort will be made to give forty-eight (48) hours notice before the actual change but in no event shall the notice be less than twenty-four (24) hours, unless there is a bona fide emergency.

Any change of schedule on less than forty-eight (48) hours notice shall result in two (2) hours of overtime compensation, except where the change is requested by the Employee.

#### **Section 3**

In the event no Superior Officer is assigned during a patrol tour, the senior patrolman on that tour will be paid at the rate of a Sergeant.

ARTICLE XXVII

MEETINGS

**Section 1**

In order to encourage a more efficient Department and harmony within the Department, the Police Committee, the Chief of Police and the PBA representatives shall endeavor to meet once a month if necessary.

## ARTICLE XXVIII

### MISCELLANEOUS

#### **Section 1 - Special Events**

Any Police Officer who works special events for or at the direction of the Borough of North Arlington, shall be hired and paid by the Borough. Special events include, but are not limited to, events such as football and basketball games, dances, etc. Employees working these events shall be compensated at time and one-half (1½), with a minimum of two (2) hours pay.

#### **Section 2**

A uniform code of Police procedure shall be established within a reasonable time. Implementation and adoption of those in the proposed code dealing with terms and conditions of employment shall be in accordance with the applicable statutes.

#### **Section 3**

The Borough agrees to accept the attached Award and Incentive Program as part of this Agreement.

#### **Section 4**

The Borough agrees to accept the attached New Jersey Department of Civil Service Job Descriptions as part of this Agreement, subject to updating.

#### **Section 5**

In the event a Police Officer in another department in the State of New Jersey is killed in the line of duty, the Borough will permit at least one (1) off-duty uniformed Police Officer of the Borough to participate in the funeral service for

the said deceased Officer.

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

Police Officers participating in such 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.

#### **Section 6**

Any Employee required to travel outside of the Borough of North Arlington on official business by means of his own transportation, shall receive twenty (.20¢) cents per mile traveled for expenses.

Mileage is to be calculated from North Arlington Borough Hall and return.

This **Section** shall not apply to Officers attending initial recruit training.



ARTICLE XXIX

PERSONAL DAYS

**Section 1**

Each Employee shall receive three (3) personal days off per year, with approval of the Chief of Police, which approval shall not be unreasonably withheld, provided that payment shall not be made in lieu of said time off and provided further that there shall be no carry-over of days to the following year, unless however, Employees are unable to take such personal days in any year because of Departmental difficulties in scheduling, in which event the personal days shall be carried into the following years, with the approval of the Chief of Police.

Effective January 1, 1991, each Employee shall receive four (4) personal days off per year.

## ARTICLE XXX

### DEPARTMENTAL INVESTIGATIONS - INVESTIGATION OF POLICE OFFICERS

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

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. 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.
6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so

requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

7. In cases other than Departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operation of the Department.
9. No Employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the two (2) circumstances exist: (1) Where the Employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific Employee being tested. (2) Where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Police Department.
10. Under no circumstance shall the Employer offer or direct the taking of a polygraph or voice print examination for any Employee covered by this Agreement.

ARTICLE XXXI

PAYMENT DATES

**Section 1**

Payment for the listed benefits shall be made as follows:

**Clothing Allowance:** No later than the first Thursday in May.

**Education Allowance:** No later than the first Thursday following the July Council Meeting.

**Holiday Allowance:** Payment for seven (7) days no later than the first Thursday in June. Payment for the remaining days no later than the first Thursday in December.

**Convention Allowance:** No later than the first Thursday in September.

ARTICLE XXXII

AGENCY SHOP

**Section 1**

Insofar as permitted by law, the Borough agrees to deduct from the salaries of non-Association members up to eighty-five (85%) percent of all dues and assessments so designated by the Association for all benefits gained by this Agreement and enjoyed by both members and non-members of the Association.


ARTICLE XXXIII


DURATION


**Section 1**


This Agreement shall be effective January 1, 1989, and shall remain in full force and effect until December 31, 1991. On or about September 1, 1991, either party may serve notice upon the other party of an intent to commence negotiations for a new agreement. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations continue after December 31, 1991, the terms and conditions of this Agreement shall continue in full force and effect until a new Agreement is executed.

  
For the Borough of North  
Arlington, New Jersey

  
For the PBA

  
For the Borough of North  
Arlington, New Jersey

  
For the PBA

  
For the Borough of North  
Arlington, New Jersey

  
For the PBA

APPENDIX A

WAGE SCALE

	<u>Effective 01/01/89</u>	<u>Effective 01/01/90</u>	<u>Effective 01/01/91</u>	<u>Effective 07/01/91</u>
SERGEANT	\$42,972.51	\$46,625.17	\$50,355.19	\$51,362.29
LIEUTENANT	\$46,840.04	\$50,821.44	\$54,887.16	\$55,984.90
CAPTAIN	\$51,055.64	\$55,395.37	\$59,827.00	\$61,023.54

COMPUTATION OF HOURLY RATE

Employee's base annual wage shall be divided by fifty-two (52), then divided by thirty-seven and one-half (37.5) which will determine the Employee's hourly rate. Add to this sum the Employee's percentage of longevity for a final hourly rate.