

AGREEMENT
BETWEEN
THE BOROUGH OF ALLENDALE
AND
NEW JERSEY STATE PATROLMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 217

JANUARY 1, 2009 THROUGH DECEMBER 31, 2011

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AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2009, by and between the **MAYOR AND COUNCIL OF THE BOROUGH OF ALLENDALE**, acting for and on behalf of the **BOROUGH OF ALLENDALE** (sometimes herein referred to as the "Borough") and **PBA LOCAL NO. 217 of the NEW JERSEY STATE PATROLMEN'S BENEVOLENT ASSOCIATION** (sometimes herein referred to as the "Department").

WITNESSETH:

In consideration of the mutual promises contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

RECOGNITION

The Borough recognizes **PBA LOCAL NO. 217** of the New Jersey State Patrolmen's Benevolent Association as the sole and exclusive collective bargaining agent for the unit consisting of Detective Lieutenants, Lieutenants, Detective Sergeants, Sergeants, and Patrolmen who have been duly appointed by the Mayor and Council of the Borough of Allendale.

ARTICLE II

WAGES AND CLASSIFICATIONS

Section 1

Salaries for Employees covered by this Agreement shall be as set forth at **Schedule A-1, A-2** and **Schedule B** annexed.

In the event that the Borough, in its sole and exclusive discretion, shall, on or before December 31, 2009, effectuate (i) the filling of the position of Lieutenant or Captain; (ii) the promotion of a Patrolman to Sergeant; and (iii) the hiring of an additional Patrolman, the salary guide set forth in **Schedule B** annexed, shall become effective for all Patrolmen hired on or after such date. In the event such promotions are not effectuated by such date, the currently existing salary guide (**Schedule A-1** and **A-2**) will continue in full force and effect.

Section 2

Longevity payment increases shall take effect on the anniversary date of all members of the Department to which such compensation applies.

Section 3

An annual night differential shall be paid to all employees covered by this Agreement who are subject to rotation. The annual night differential is Four Hundred Twenty-Five (\$425.00) Dollars for 2009; Five Hundred Twenty-Five Dollars (\$525.00) for 2010 and Six Hundred Twenty-Five Dollars (\$625.00) for 2011. The night differential annual amount shall be paid in equal installments along with the Employee's regular biweekly pay. The salaries for Employees covered by this Agreement, as set forth at **Schedule A-1** and **Schedule A-2** annexed, are calculated including the value of each

respective year's night differential.

Section 4

The Borough agrees to maintain a biweekly pay schedule.

Section 5

Out of Title Work - When an Employee works in a higher rank for thirty (30) consecutive days or more, he shall receive the pay of that higher rank in which he is working. This pay shall continue for as long as the Employee performs the work of the higher rank in question. The Borough shall not defeat the intent of this clause by shifting two (2) or more Employees to cover the higher rank in question. This clause shall not apply in cases of vacancies due to vacations. This clause shall become effective on June 1, 1991.

Section 6

Police Service - The Borough agrees that all monies received from requests for the services of Police Officers shall be paid through its payroll process, and the Officer while so employed shall be treated in all respects as an Employee of the Borough. The Borough may pass along the costs of administering this system to the group, agency or company requesting the service.

Section 7

Patrol Officers assigned as Detectives shall receive a One Thousand Five Hundred (\$1,500.00) Dollar stipend each year.

ARTICLE III

VACATIONS

The following vacation schedule shall be maintained for all Employees covered by this Agreement:

VACATION SCHEDULE

<u>Yrs. of Service</u>	<u>Vacation Days</u>
1	10
5	15
7	16
9	17
11	18
13	19
15	20
17	21
19	22
21	23
23	24
25	25

Officers entitled to twenty-five (25) days of vacation may elect to accumulate vacation days at a rate not to exceed five (5) days per year. The maximum accumulation of days is fifteen (15). Days so accumulated may be taken in subsequent years.

Probationary Patrolmen shall receive the equivalent of one (1) day per month vacation, limited to a maximum of ten (10) working days per year. Seniority will be recognized in vacation selection to the extent possible, except that proper coverage shall also be considered. If an Officer believes that his seniority rights have not been duly considered, he may take the matter up as a grievance.

ARTICLE IV

HOLIDAYS

Section 1

All members of the Department shall be entitled to twelve (12) paid holidays per year. Up to two (2) holidays per year may be taken as half-days, *i.e.*, in lieu of taking two (2) full days, four (4) half-days may be taken, provided these are scheduled so as not to interfere with the needs of the Department or to require overtime. All such members shall have the option of taking said twelve (12) days off or taking seven (7) days off and receiving compensation for the remaining five (5) at their overtime (time and one-half (1 ½)) rate of pay. Reimbursement for any of these five (5) days shall not be received prior to November 1st of the current year. Seniority will be recognized in holiday selection to the extent possible, except that proper coverage shall also be considered. If an Officer believes that his seniority rights have not been duly considered, he may take the matter up as a grievance.

Section 2

Employees who are scheduled to and who work on such holidays shall, in addition, be eligible to receive a total of six (6) such additional days off in lieu of such holiday. The said additional days off shall be without any financial impact on the Borough and the selection thereof shall at all times be subject to the scheduling and manning requirements of the Department as determined by the Chief.

All covered personnel are entitled to the following holidays:

- | | |
|--------------------------|----------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Lincoln's Birthday | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Easter Sunday | 10. Election Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Independence Day | 12. Christmas Day |

ARTICLE V

PERSONAL DAY

Officers will be permitted two (2) days of excused time with pay, with this so scheduled as to not interfere with the needs of the Department or to require overtime to compensate for the absence of the member taking excused time. At the mutual convenience of the Officer and the Department, this excused time may be taken upon more than two (2) calendar days, with the provision that total excused time for each member will not exceed twenty-four (24) hours in any year. Effective January 1, 2003 excused shall be increased to two (2) calendar days, with the provision that total excused time for each member will not exceed twenty-four (24) hours in any year.

ARTICLE VI

INSURANCE

The Borough shall provide false arrest insurance for all members of the Department in the minimum amount of One Hundred Thousand (\$100,000.00) Dollars for each person, Three Hundred Thousand (\$300,00.00) Dollars for each occurrence with an aggregate of Five Hundred Thousand (\$500,000.00) Dollars coverage being provided by the Borough under the coverage required by this paragraph.

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.

ARTICLE VII

CLOTHING ALLOWANCE

All members of the Department shall be guaranteed an annual clothing allowance each year, except the Detective Sergeant and Detective Lieutenant, who as non-uniformed members, are otherwise provided for. No man may exceed this amount unless another member is willing to give up part of his allowance. The Chief will control the style, quality and color of the uniform and equipment. Purchases shall be made from an approved list of shops to be agreed upon by the Chief and the PBA.

When a member believes that his uniforms or equipment have been damaged in circumstances beyond normal wear and tear anticipated in the routine nature of Police work, he may request that they be repaired or replaced at the Borough's expense and not charged against his or her uniform allowance. If this request is denied by the Police Department or the Borough Administration, he or she may appeal that decision in writing to the Police and Public Safety Committee of the Borough Council, outlining the facts of the incident. The decision of the Committee will be rendered promptly and it is agreed that said decision will be accepted as final and not subject to appeal through the grievance procedure.

The annual clothing allowance shall be Eight Hundred (\$800.00) Dollars *per annum*.

ARTICLE VIII

EYE EXAMINATIONS

The Borough, at its own expense, shall cause to be provided a complete eye examination for all members of the Department, biannually, which shall be mandatory and which shall be performed by a doctor designated by the Borough subject, however, to the approval of the Department.

ARTICLE IX

COURT TIME

All members of the Department shall be entitled to compensation at the rate of time and one-half (1 ½) for all Municipal Court appearances with a minimum of two (2) hours per appearance. Court time shall be recorded on all time cards and submitted by voucher to the Borough.

ARTICLE X

OVERTIME

Overtime compensation shall be at the rate of time and one-half (1 ½) for all overtime except time required for Municipal Court appearances as outlined in **Article IX**. If at the end of the present calendar year any member of the Department has accrued overtime for which no compensation has been paid or claimed, such member may carry over such accrued overtime not in excess of five (5) days to be taken as days off within the first four (4) months of the succeeding calendar year.

When an Employee covered by this contract is called in while off duty, said Employee shall be entitled to a minimum of two (2) hours pay at the rate of time and one-half (1½).

ARTICLE XI

GRIEVANCE PROCEDURE

The purpose of the Grievance Procedure shall be to settle all grievances between the Policemen and their Employer as quickly as possible, so as to insure efficiency and promote the morale of the Department.

A grievance is defined as any disagreement between the Policemen and the Employer involving the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. Grievances shall be concerned with, but not limited to, employment working conditions, and attitude of supervisors. Minor discipline shall be defined as those circumstances where the disciplinary penalty is five (5) days of suspension or equivalent fine or any lesser penalty.

STEP ONE. An aggrieved Policeman shall first try to settle his grievance with his immediate supervisor. If at that point, the individual is not satisfied with the determination of his immediate supervisor, he shall, within ten (10) days, reduce his grievance to writing and shall forward same through the chain of command to the Chief for his determination.

STEP TWO. Within ten (10) days after receipt of the grievance by the Chief, the Chief shall meet with the Employee involved. After reviewing the case, the Chief shall, within ten (10) days thereafter, in writing, inform the aggrieved Employee of the determination of the case.

STEP THREE. In the event the Employee(s) in question is/are dissatisfied with the determination of the Chief, said Employee(s) shall have the right of appeal to the Borough Business Administrator within ten (10) days of receipt of the decision from the Chief. The Business Administrator shall meet with the interested Employee(s) within ten (10) days of the Business Administrator's receipt of the grievance. The Business Administrator shall render a decision within ten (10) days of said grievance meeting.

STEP FOUR. In the event the Employee in question is dissatisfied with the

determination of the Business Administrator, he shall have the right to appeal to the Police Committee within ten (10) days from the date of receipt of the determination by the Business Administrator.

Within ten (10) days after the request for a hearing by the individual alleged to be aggrieved, the Police Committee will fix a date for hearing.

Following the conclusion of the hearing, and within fifteen (15) days of said hearing, the Police Committee shall inform the individual, in writing, of the determination.

STEP FIVE. In the event the Employee in question is dissatisfied with the determination of the Police Committee, he shall have the right to appeal to the Mayor and Council within ten (10) days from the date of the determination by the Police Committee.

Within ten (10) days after the request for a hearing by the individual alleged to be aggrieved, the Mayor and Council will fix a date for hearing.

Following the conclusion of the hearing, and within fifteen (15) days of said hearing, the Mayor and Council shall inform the individual, in writing, of the determination.

STEP SIX - ARBITRATION

A. If the grievance is not settled through **STEPS ONE, TWO, THREE, FOUR, or FIVE**, grievant may refer the matter to the Public Employment Relations Commission within thirty (30) calendar days after the determination by the Mayor and Council. An Arbitrator may be selected pursuant to the rules of the Public Employment Relations Commission.

B. The Arbitrator shall set forth his/her findings of fact and conclusions of law and the reasons for making his award. The decision of the Arbitrator shall be final and binding upon the parties.

C. The cost for the services of the Arbitrator shall be borne equally between the Borough and the grievant or the PBA as may be appropriate. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XII

LONGEVITY

Members shall receive longevity compensation computed at two (2%) percent of the annual compensation for each four (4) years of service, up to a maximum of ten (10%) percent.

ARTICLE XIII

LIFE INSURANCE

The Borough shall provide Ten Thousand (\$10,000.00) Dollars life insurance with double indemnity coverage for each member at the Borough's expense. Additional life insurance shall be made available to those members electing to purchase such insurance, subject to approval and acceptance by the insurance company.

ARTICLE XIV

MEDICAL INSURANCE

During the term of this Agreement, the Borough agrees to provide, at the Borough's sole expense, such medical coverage as in effect as of the date of this Agreement. Notwithstanding the foregoing, the Borough shall have the right to change insurance carriers/providers, or to institute a self-insurance program, so long as an equivalent level of benefits is provided. The identification of the plan in effect is set forth in **Schedule C.**

The medical insurance coverage shall be continued for a dependent surviving spouse and minor children in the event of the death of a member. Effective January 1, 2006, the surviving spouse benefit referenced in the preceding sentence shall be modified to provide that it applies where the surviving spouse does not have like coverage from another source and that said program will be integrated with any Federal plan when the surviving spouse shall qualify. Such coverage shall be discontinued upon remarriage of the surviving spouse.

In accordance with the standards set forth in the New Jersey State Health Benefits Plan, as is provided above, the Borough shall provide a program of retiree medical coverage for retirees and their families at the Borough's sole cost and expense. The level and terms of coverage and benefits set forth under this plan shall be as are presently set forth under the 1991 New Jersey State Health Benefits Plan, or its equivalent.

Any member with twenty-five (25) years of credit in the New Jersey Pension System will, upon retirement, have one hundred (100%) percent of his/her health benefits

paid by the Borough, including full family coverage.

For members of the Department who are rendered completely disabled as verified by a medical certificate as acceptable to the Borough, as a result of injuries suffered in the performance of duty, the Borough will provide medical insurance coverage, including family coverage.

The Employer shall provide, at its sole cost and expense, a dental program covering Employees and their families. The Dental Plan shall be that designated by the Delta Dental Plan of New Jersey, Inc., as Program IIA with orthodontic coverage Ortho Plan II, or its equivalent.

Effective with the signing of this Agreement this Article shall be deemed amended to delete the reference to the identity of the insurance carrier and to provide that consistent with law the Borough has the right to change the insurance provider so long as the same or better benefits are provided.

ARTICLE XV

PENSION

Effective January 1, 1974, the Borough shall enroll the covered members of this Police Agreement in the Police and Firemen's Retirement System of New Jersey.

ARTICLE XVI

SICK LEAVE-INJURY LEAVE

A. Members of the Department are entitled to ten (10) incidental sick days *per annum* and additional benefits in cases of prolonged and incapacitating illnesses. An absence of more than seven (7) calendar days, when properly reported and when documented by a certificate of a physician in the form prescribed by the Borough, shall not count against the ten (10) incidental sickness time currently being paid by the Borough of Allendale for all Borough personnel.

B. The Borough shall continue in effect, disability insurance coverage currently in effect, provided, however, members shall individually pay the difference in cost between fifty (50%) percent of the monthly salary and seventy-five (75%) percent of the monthly salary coverage.

C. The Borough agrees to meet the terms and conditions of the "New Jersey Family Leave Act".

D. Officers on leave as a result of a legitimate work-incurred injury shall remain on the payroll and receive compensation from the Borough directly. The Borough shall be entitled to receive any Borough provided insurance money paid to cover a portion of the Officer's salary.

ARTICLE XVII

ATTENDANCE AT FUNERALS

In the event of a death in the Employee's family, such as wife, husband, mother, father, child, brother or sister, mother-in-law, or father-in-law, or other close relative residing with the Employee, the Department Head shall grant up to a three (3) day leave of absence, between the time of death and burial, with pay. In the event an Employee attends the funeral of any other close relative, the Department Head may grant a one (1) day leave of absence with pay, for the day of burial.

ARTICLE XVIII

CAR MILEAGE ALLOWANCE

Reimbursement for the use of personal cars and for Borough business shall be reimbursed at the IRS rate per mile.

ARTICLE XIX

SENIORITY CLAUSE

It is agreed that existing provisions and practices in Borough Ordinances, Resolution, or any other form, shall not be altered during the term of this contract.

ARTICLE XX

STATE PBA DELEGATE

The PBA Representative for the Allendale Police Department shall be afforded those rights provided by *N.J.S.A. 40A:14-177*.

ARTICLE XXI

OTHER PROVISIONS

In the event that a general cost of living wage adjustment for other Borough employees is granted (other than increases that are normally granted at the beginning of the year), it is agreed that this contract can be reopened, at the request of either party to negotiate that condition of the wage agreement only.

Employees may elect to carry all Holidays, Red Dot, Vacation and/or Personal Days into the succeeding calendar year. Any days not used within that succeeding year will be forfeited.

ARTICLE XXII

RIGHTS OF POLICE OFFICERS

Security and protection of personal rights depends to a great extent on the manner in which Police Officers perform their duty, and their employment is thus in the nature of a public trust.

The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

Out of these contacts may come questions concerning the actions of the members of the force.

These questions may require investigation by Superior Officers designated by the Chief of Police and the Governing Body.

In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted but only in the event a member of the force is under arrest or the target of a criminal investigation or a Departmental investigation where there exists the likelihood of discharge:

- (A) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise as may be determined by the Chief or his designee.
- (B) The interrogations shall take place at a location designated by the Chief of Police, usually it will be at Police Headquarters or the location where

the incident allegedly occurred.

- (C) The member of the force shall be informed of the nature of the investigation before any interrogation commences, (including the name of the complainant where charges are drawn). Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member 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 as determined by the Chief of Police.
- (E) The member of the force shall not be subject to any offensive language nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- (F) The complete interrogation of the member of the force shall be recorded mechanically or by a Department stenographer if a recorder is not available. There will be no "off the record" questions. All recesses called during the questioning 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 state of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representatives before

being questioned.

ARTICLE XXIII

PERSONNEL FILES

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the Office of the Chief of Police.

Upon advance notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Nothing derogatory shall be placed in an Officer's file without his/her knowledge and he/she shall be given the opportunity to rebut it if he/she so desires and shall be permitted to place said rebuttal in his/her file.

Each Employee shall be supplied with a written certification from the Borough, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the Officer.

ARTICLE XXIV

PRESERVATION OF RIGHTS

This contract remains in effect and in full force until a new contract is executed by the appropriate PBA representatives and Borough Officials.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall have a term of January 1, 2009 through December 31, 2011. If the parties have not executed a successor agreement by December 31, 2011, 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.

Anything herein to the contrary notwithstanding, nothing in this Agreement shall be deemed to supersede the provision of any other applicable law of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

Gwen McCarthy

BOROUGH OF ALLENDALE:

[Signature]

WITNESS:

[Signature] #225

PBA LOCAL NO. 217 OF THE NEW JERSEY STATE PATROLMEN'S BENEVOLENT ASSOCIATION

[Signature] #236

SCHEDULE A-1

SALARY GUIDE

	Effective 01/01/09	Effective 01/01/10	Effective 01/01/11
PATROLMAN			
New Employee (Academy)	\$39,302	\$40,958	\$42,680
Balance of First Year of Employment	\$44,007	\$45,849	\$47,764
During the Second Year	\$55,419	\$57,712	\$60,096
During the Third Year	\$65,531	\$68,223	\$71,022
During the Fourth Year	\$73,384	\$76,387	\$79,508
During the Fifth Year	\$82,178	\$85,528	\$89,010
During the Sixth Year	\$92,028	\$95,767	\$99,654
Over Six Years (Maximum)	\$103,057	\$107,232	\$111,572
FIRST YEAR SERGEANT	\$108,261	\$112,641	\$117,194
SECOND YEAR SERGEANT	\$109,629	\$114,063	\$118,672
FIRST YEAR DETECTIVE SERGEANT	\$114,173	\$118,787	\$123,583
DETECTIVE SERGEANT	\$115,541	\$120,209	\$125,061
LIEUTENANT	\$112,797	\$117,356	\$122,096
DETECTIVE LIEUTENANT	\$118,744	\$123,538	\$128,522

SCHEDULE A-2

SALARY GUIDE

EFFECTIVE FOR EMPLOYEES HIRED AFTER 01/01/06

	Effective 01/01/09	Effective 01/01/10	Effective 01/01/11
PATROLMAN			
New Employee (Academy)	\$39,302	\$40,958	\$42,680
Balance of First Year of Employment	\$44,007	\$45,849	\$47,764
During the Second Year	\$51,504	\$53,642	\$55,865
During the Third Year	\$55,419	\$57,712	\$60,096
During the Fourth Year	\$65,531	\$68,223	\$71,022
During the Fifth Year	\$73,384	\$76,387	\$79,508
During the Sixth Year	\$82,178	\$85,528	\$89,010
During the Seventh Year	\$92,028	\$95,767	\$99,654
Over Seven Years (Max.)	\$103,057	\$107,232	\$111,572
FIRST YEAR SERGEANT	\$108,261	\$112,641	\$117,194
SECOND YEAR SERGEANT	\$109,629	\$114,063	\$118,672
FIRST YEAR DETECTIVE SERGEANT	\$114,173	\$118,787	\$123,583
DETECTIVE SERGEANT	\$115,541	\$120,209	\$125,061
LIEUTENANT	\$112,797	\$117,356	\$122,096
DETECTIVE LIEUTENANT	\$118,744	\$123,538	\$128,522

SCHEDULE B

SALARY GUIDE

THIS SCHEDULE B SALARY GUIDE SHALL ONLY BE EFFECTIVE IF THE CONTINGENCY SET FORTH AT ARTICLE II, SECTION A OCCURS

	Effective 01/01/09	Effective 01/01/10	Effective 01/01/11
PATROLMAN			
ACADEMY	\$28,000	\$29,210	\$30,468
Until Completion of First Year (PROBATION)	\$39,000	\$40,644	\$42,353
During the Second Year	\$43,000	\$44,802	\$46,676
During the Third Year	\$48,000	\$50,000	\$52,079
During the Fourth Year	\$55,000	\$57,276	\$59,642
During the Fifth Year	\$62,000	\$64,553	\$67,207
During the Sixth Year	\$70,000	\$72,869	\$75,851
During the Seventh Year	\$78,000	\$81,185	\$84,496
During the Eighth Year	\$86,000	\$89,501	\$93,140
During the Ninth Year	\$95,000	\$98,856	\$102,865
During the Tenth Year (Maximum)	\$103,057	\$107,232	\$111,572
FIRST YEAR SERGEANT	\$108,261	\$112,641	\$117,194
SECOND YEAR SERGEANT	\$109,629	\$114,063	\$118,672
FIRST YEAR DETECTIVE SERGEANT	\$114,173	\$118,787	\$123,583
DETECTIVE SERGEANT	\$115,541	\$120,209	\$125,061
LIEUTENANT	\$112,797	\$117,356	\$122,096
DETECTIVE LIEUTENANT	\$118,744	\$123,538	\$128,522