

Contract no. 1475

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CONTRACT AGREEMENT

BETWEEN

BOROUGH OF EAST RUTHERFORD

AND

EAST RUTHERFORD P.B.A. LOCAL #275

January 1, 1991 - December 31, 1993

LAW OFFICES:

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1.00

A G R E E M E N T

THIS AGREEMENT, made this twenty-fourth day of June, 1991, by and between the BOROUGH OF EAST RUTHERFORD, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Borough", and THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 275, (East Rutherford Unit,) hereinafter referred to as the "PBA."

WHEREAS, the Borough and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties,

NOW, THEREFORE, it is agreed as follows:

3.00 ASSOCIATION RECOGNITION

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

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

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

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

5.00 EXISTING LAW

5.01 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.

6.00 ASSOCIATION REPRESENTATIVES

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

6.02 The authority of the representative and alternate so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.

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

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

7.00 PRESERVATION OF RIGHTS

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

- (a) To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
- (b) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment of assignment and to promote and transfer employees;
- (c) To suspend, promote, demote, transfer, assign, re-assign, discharge, or take any other disciplinary action for good and just cause according to law.

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

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

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

8.00 RIGHTS OF EMPLOYEES

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

BILL OF RIGHTS

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

- (1) All employees shall be entitled to the protection of what shall be hereafter termed as the "Bill of Rights" for Police Officers and Detectives in said classifications of the Borough of East Rutherford Police Department and which provides as follows.
- (2) The Police Department has established the following procedures to govern the conduct and control of investigations.
- (3) The wide ranging powers and duties given to the Department and its members involve them in all manner of contracts and relationships with the public. Out of these contracts come many questions concerning the actions of employees. These questions often require immediate investigation by the Chief of Police or his designee. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:
 - (a) The interrogations of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed. If any time is lost, the member of the force shall be compensated.

- (b) The interrogations shall take place at a location designated by the Chief of Police.
- (c) The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
- (d) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods, as are reasonably necessary.
- (e) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- (f) The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer. There will be no "off-the-record" questions. All recesses called during the questions shall be recorded.
- (g) If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
- (h) In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford a reasonable opportunity for a member of the force if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of Departmental Rules and Regulations during the interrogation of a member of the force.

9.00 DATA FOR FUTURE BARGAINING

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

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

10.00 SALARIES

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

10.02 Employees, regardless of rank, who have completed 22 years of service shall attain "Senior Officers Status". Step 6 of Appendix "A" will take effect.

10.03 The base annual salaries as shown for sergeants, lieutenants, and captains shall be payable to said employees immediately on promotion to said ranks.

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

11.00 WORK DAY, WORK WEEK AND OVERTIME

11.01 The normal work day tour shall be eight (8) hours which shall include within the eight (8) hour span, thirty (30) minutes of meal time per day and additional personal breaks for a reasonable period of time. Notification will be given to Headquarters when on personal break.

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

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

11.04 The schedule of work for employees covered by this Agreement shall be as follows: Four (4) tours a week on the day shift (7:00 a.m. to 3:00 p.m.) followed by two (2) days off; then four (4) tours of work on the night shift (11:00 p.m. to 7:00 a.m.) followed by two (2) days off; then four tours of work on the afternoon shift (3:00 p.m. to 11:00 p.m.) The schedule shall continue, alternating four (4) days of work followed by two (2) days off; then four (4) days of work followed by two (2) days off with the employee advancing his shift forward to the next later work shift (sequence: days, nights, evenings.) This schedule is commonly known as "4-2, 4-2" schedule, the aforesaid shall be accomplished pursuant to past practice.

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

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

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

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

12.00 HOURLY RATE

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

13.00 COURT TIME

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

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

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

14.00 TRAINING PAY

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

15.00 RECALL

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

16.00 PRIORITY FOR OVERTIME

16.01 Overtime for regularly scheduled shifts and details will be offered to regular full time employees of the Department first, in an order of preference based upon a rotating seniority roster where practicable. There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interest of the Borough to bypass an employee or employees on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such by-passed employee or employees must become next on the list for the purposes of the overtime roster. The purpose of this clause is to equalize overtime among employees and same shall not be defeated by the Borough's selection of special persons for special details as set forth herein. Such overtime will be offered to persons other than full time employees only if it has first been refused by each member on the seniority roster aforementioned. The overtime roster and time sheets shall be available for inspection by the Union representative.

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

17.00 LONGEVITY

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

18.00 UNIFORMS

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

18.02 Thereafter, the Borough will pay each employee during the term of this Agreement, the sum of Seven Hundred Dollars (\$700.00) as a clothing and maintenance allowance, to be paid by check by July 1st of each year pursuant to present practice.

18.02a Effective 1/1/93, the sum of Eight Hundred Dollars (\$800.00) will be paid as clothing and maintenance allowance.

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

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

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

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

18.07 Revised.

18.08 Upon completion of 22 years of service, clothing and maintenance allowance will terminate.

19.00 EDUCATION INCENTIVE

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

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

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

20.00 WORK IN HIGHER RANK

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

21.00 VACATIONS

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

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

21.03 If an employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

21.04 No employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Borough. Employees will advise the Department where they can be reached on vacation.

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

22.00 HOLIDAYS

22.01 Effective January 1, 1991, all employees covered by this Agreement shall be entitled to and will receive fourteen (14) paid holidays per year. This benefit shall terminate at the completion of 22 years of service.

22.01a Effective January 1, 1992, all employees covered by this Agreement shall be entitled to and will receive fifteen (15) paid holidays per year. This benefit shall terminate at the completion of 22 years of service.

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

22.03 In addition to the annual salaries and other benefits set forth in this Agreement, each employee shall be paid an additional days pay for each holiday enumerated in this Agreement, to be paid by check, prior to December 1st.

22.04 To the extent possible, the choice of one (1) day, either Christmas Eve, Christmas Day, New Year's Day, New Year's Eve, shall be granted to each employee and shall be determined by a rotation seniority schedule which shall be asserted in the same fashion as a vacation roster; for the purpose of this clause, the senior employee shall select one (1) day as his first choice of a holiday and so on until the process has been completed, all pursuant to present practices.

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

23.00 SICK LEAVE

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

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

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

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

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

24.00 TERMINAL LEAVE

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

25.00 WORK INCURRED INJURY

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

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

25.03 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers Compensation, or, by the final decision of the last reviewing court shall be binding upon the parties. This section is not intended to amend Section (1) of this Article.

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

25.05 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

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

26.00 PERSONAL LEAVE

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

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

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

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

27.00 BEREAVEMENT LEAVE

Pursuant to present practice, all permanent full-time employees covered by this Agreement, shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family or serious illness requiring hospitalization of a spouse or child, within the State of New Jersey, and up to five (5) days leave if outside the State of New Jersey.

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

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

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

27.05 In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

28.00 LEAVE OF ABSENCE

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

28.02 The employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the governing body. The governing body shall consider each case on its merits and without establishing a precedent. The Borough will not unreasonably deny an employee's request for a leave of absence.

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

28.04 Seniority shall be retained and shall accumulate during all leaves.

29.00 MEDICAL AND INSURANCE COVERAGE

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

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

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

29.03 All benefits set forth in this section shall be paid to employees who retire after twenty-five (25) of service or upon disability retirement until such employee obtains a new employment which provides him with the above coverage or until said employee reaches age sixty-five (65). Widows and dependents are to be covered for a time period of not less than six (6) months after the death of the employee.

29.04 The Borough will pay One Hundred Dollars to each employee covered by this Agreement for Eye Care. (Examinations and/or Prescription glasses.) The Borough will also pay One Hundred Dollars (\$100.00) to one member of the employee's family for Eye Care. (Examinations and/or Prescription glasses.) Sun glasses are exempt from payment unless Prescription sun glasses are required.

30.00 INSURANCE

30.01 The Borough will continue to indemnify employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, Malicious Prosecution, Libel, Slander, Defamation of Character, Violation of the right of Privacy, Invasion of the right of Priviledged Occupancy and the Invasion of Civil Rights.

31.00 LIFE INSURANCE

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

32.00 BULLETIN BOARD

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

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

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

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

33.00 CEROMONIAL ACTIVITIES

33.01 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 two (2) uniformed Police Officers of the Department to participate in funeral services for the said deceased Officer.

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

33.03 Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

34.00 PERSONNEL FILES

A separate personal history file shall be established and maintained for each employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

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

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

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

35.00 PENSION

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

35.02 The Borough will pay its portion to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to employees pursuant to this Agreement.

35.03 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement fund, then, and in that even resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to bound thereby.

36.00 GRIEVANCE PROCEDURE

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

36.02 For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Borough and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement, any rule or regulation of the Department, or any matter affecting or impacting upon an employee's safety.

The procedures for settlement of grievances be as follows:

(a) STEP ONE

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

GRIEVANCE PROCEDURE (continued)

(b) STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within two (2) working days the grievance shall be presented in writing to the supervisor in charge of the unit to which the grievance is assigned. The supervisor shall render a decision within five (5) working days after the grievance was presented to him.

(c) STEP THREE

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

GRIEVANCE PROCEDURE (continued)

(d) STEP FOUR

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

(e) ARBITRATION

(1) If no satisfactory resolution of the grievance is reached at Step Four, then within fifteen (15) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant of the rules of PERC. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

GRIEVANCE PROCEDURE (continued)

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

(3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Borough's governing body or it's representative on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

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

(5) Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

37.00 SAVING CLAUSE

37.01 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be invalid, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

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

37.03 Except otherwise provided in this Agreement the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled by law.

38.00 OFF DUTY POLICE ACTION

38.01 Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following: Recognizing that the Borough and it's residents benefit from the additional protection afforded them by armed off-duty Police Officers, and further recognizing the weighty responsibility and hazards confronting such armed off-duty Police Officers, any action taken by a member of the force on his time off when not in the active employ of another which would have been taken by an Officer on active duty if present or available, shall be considered Police Action, and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty. Section 30.00 will apply when proper Police Action is taken the same as when on active duty.

39.00 DETECTIVES

39.01 In addition to other compensation and benefits set forth in this Agreement, those employees designated as "detectives" shall receive additional compensation in the amount of Seven Hundred and Fifty (\$750.00) Dollars per year. This amount is in recognition of those special skills, qualifications, obligations, duties and other attributes of the detective.

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

39.03 The Seven Hundred and Fifty (\$750.00) Dollars set forth shall be paid pursuant to past practice.

40.00 FURTHER NEGOTIATIONS

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

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

41.00 POLICE VEHICLES

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

42.00 SENIORITY

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

43.00 IN SERVICE TRAINING

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

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

44.00 POLICE CONVENTIONS

44.01 The Borough agrees to grant five (5) tours of work without loss of pay to one (1) member of the employee organization selected by the members as delegated to attend any State or National Convention of the New Jersey Policemen's Benevolent Association. The Chief will be notified at least one (1) week in advance of the function. Not to exceed seventeen (17) days in any year.

44.02 Further, the Borough agrees to grant the necessary time off without loss of pay to the PBA representative duly designated as the State delegate to attend the monthly State PBA meetings.

45.00 MILEAGE ALLOWANCE

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

APPENDIX "A"

BASE SALARIES

	5%	8%	7%	<u>NEW EMPLOYEES</u>	
<u>PATROLMAN</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>	<u>1992</u>	<u>1993</u>
1st year	32,249	34,828	37,266	28,000	28,000
2nd year	34,843	37,630	40,264	28,000	28,000
3rd year	37,436	40,431	43,261	40,538	43,375
4th year	40,030	43,232	46,258	40,538	43,375
5th year	42,624	46,034	49,257	46,033	49,256
23rd year (Step 6)	45,066 (5.73%)	49,560 (7.66%)	53,079 (7.76%)		
 <u>SERGEANT</u>	 44,511	 48,072	 51,437		
23rd year (Step 6)	47,061	51,754	55,429		
 <u>LIEUTENANT</u>	 46,335	 50,042	 53,545		
23rd year (Step 6)	48,989	53,875	57,700		
 <u>CAPTAIN</u>	 48,157	 52,009	 55,650		
23rd year (Step 6)	50,916	55,992	59,968		

APPENDIX "B"

LONGEVITY

Each employee shall receive longevity increases in the amount of two percent (2%) for each four (4) years of service completed, with no maximum.

The Borough shall continue the existing Police Department policy now in effect covering the Police Officers during the first four (4) years of service. The Borough shall increase the Police Officers salaries to the next higher step upon the completion by the Police Officer of each year in service, and that each Police Officer shall, at the completion of four (4) years in service, reach maximum pay grade.

APPENDIX "C"

VACATIONS

0	-	1 year	---	One work day per month
1 year	-	4 complete years	---	12 work days
Start of: 5 years	-	9 complete years	---	14 work days
Start of: 10 years	-	14 complete years	---	16 work days
Start of: 15 years	-	19 complete years	---	20 work days
Start of: 20 years or more			---	25 work days

APPENDIX "D"

HOLIDAYS

H O L I D A Y S

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

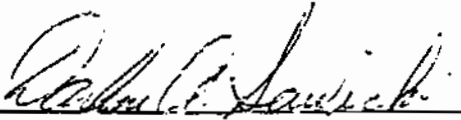
47.00 Term of Contract

This Contract shall cover the three (3) calendar years of 1991, 1992, and 1993. This Contract will be in effect as of January 1, 1991, and will terminate on December 31, 1993.

IN WITNESS WHEREOF: the parties hereto have entered their hands and seals this 24th day of JUNE, 1991.

ATTEST:

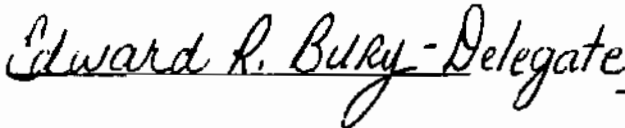
BOROUGH OF EAST RUTHERFORD


REG. MUN. CLERK


MAYOR

ATTEST:

EAST RUTHERFORD, PBA, LOCAL 275


Edward R. Bury - Delegate


Thomas J. Bennett Pres.