

AGREEMENT

BETWEEN

BOROUGH OF RUTHERFORD
BERGEN COUNTY, NEW JERSEY

AND

RUTHERFORD PBA LOCAL NO. 300

JANUARY 1, 2004 THROUGH DECEMBER 31, 2007

LAW OFFICES:

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THIS AGREEMENT, made this *22nd* day of *November*, 2004,
by and between the BOROUGH OF 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 No. 300 (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:

ARTICLE I - EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, the Borough hereby agrees that every Police Officer shall have the right to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Police Officer in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States; that it shall not discriminate against any Police Officer with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

ARTICLE II - ASSOCIATION RECOGNITION

(1) The Borough recognizes PBA Local 300 as the exclusive representative for the purpose of collective negotiation with respect to all negotiable items of employment of all Employees employed by the Police Department Borough of Rutherford, Bergen County, New Jersey, but excluding the Chief of Police, Deputy Chief of Police, Captains, all office clerical employees, professional employees, craft employees, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968.

(2) No Employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

(3) 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.

ARTICLE III - EXCLUSIVITY OF ASSOCIATION REPRESENTATION

The Borough agrees that it will not enter into any contract or memorandum of agreement with any one but the recognized Association (PBA Local 300 Rutherford Unit) with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

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ARTICLE IV - DUES - CHECK-OFF

Upon presentation to the Borough of a dues check-off card signed by individual Employees, the Borough will deduct from such Employees' biweekly salaries the amount set forth on said dues check-off authorization card. Thereafter, the Borough will, as soon as is practicable, forward a check in the amount of all dues withheld for this purpose to the PBA representative entitled to receive same. The said PBA representative shall be appointed by resolution of the PBA and certified to the Borough by the PBA. The PBA shall indemnify the Borough for any and all claims, lawsuits, administrative actions or other matters relating to dues deduction or agency shop fees.



ARTICLE V - EXISTING LAW

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

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ARTICLE VI - ASSOCIATION REPRESENTATIVES

(1) 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 representative and the alternate and notify the Borough of any changes.

(2) 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.

(3) The designated Association representative shall be granted time off 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.

(4) Not more than one (1) member of the PBA bargaining team shall be excused at any one time from duty to attend contract negotiations.

ARTICLE VII - MAINTENANCE OF WORK OPERATIONS

(1) The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No Officer or representative of the Association shall authorize, instigate, or condone such activity.

(2) It is understood that violation of the provisions of this Article may subject any Employee participating in or condoning such activity to disciplinary action by the Borough. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of state statute and other applicable provisions of this Agreement.

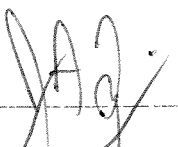
ARTICLE VIII - PRESERVATION OF RIGHTS

(1) The Borough of Rutherford hereby retains and reserves unto itself, without limitation, 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 or assignment and to promote and transfer Employees;
- (c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

(2) Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority, under R.S. 11A, 40 and 40A, or any other national, state, county or other applicable laws.

(3) The Borough of Rutherford agrees that all benefits, terms and conditions of employment relating to the status of the Borough of Rutherford Police Officers, which benefits, terms and conditions of employment are not specifically set forth to this Memorandum of

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Agreement, shall be maintained at not less than highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

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

(5) The parties agree that during the term of this Agreement, they shall meet periodically in good faith to attempt to resolve such additional issues as may arise. Failure to meet pursuant to this clause shall not be cause for a grievance.

(6) 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 Administrator.

ARTICLE IX - 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 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 contact and relationships with the public. Out of these contacts 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 interrogation of an Employee shall be at a reasonable hour, preferably when the Employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations should be scheduled for the daytime.

(b) The interrogations shall take place at a location

designated by the investigating Officer. Usually it will be at the Rutherford Police Headquarters.

- (c) The Employee shall be informed of the rank, name and command of the Officer in charge of the investigation, as well as the rank, name and command of the interrogating Officer and of all persons present during the interrogations, and shall be advised of his right to an adjournment in order to have his counsel and/or Association representative present.
- (d) The Employee shall be informed of the nature of the investigations before any interrogation commences, including the name of the complainant. The address of complainants and/or witnesses need not be disclosed, however, sufficient information to reasonably apprise the Employee of the allegation should be provided. If it is known that an Employee being interrogated is the target of a criminal investigation or a witness only, he should be so informed at the initial contact.
- (e) The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonable necessary.
- (f) The Employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No

promises or reward shall be made as an inducement to answering questions.

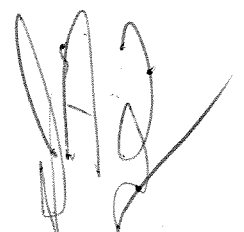
- (g) The complete interrogations of the Employee shall be recorded mechanically or by a department stenographer. All recesses called during the questioning shall be recorded. The Employee or his counsel shall be entitled to a transcript of such stenographic record within a reasonable time after such interrogation. When a transcript of the proceedings has been made prior to the Employee's request, the Employee shall only be required to pay for a copy of the transcript. When a transcription is made at the Employee's request, he shall be required to pay for the rest of the transcript.
- (h) This Article shall not apply with regard to minor violations or the routine day to day activities of the Department.
- (I) If an Employee 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 Miranda decision.
- (j) Except as provided in (I) immediately preceding, the law imposes no obligation, legal or otherwise, on the Department to provide an opportunity for an Employee or consult with counsel or anyone else when questioned

by a Superior Officer about his employment or matters relating to his continuing fitness for police service. Nevertheless, in the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for an Employee, if he so requests, to consult with counsel and/or his representative of the Association before being questioned concerning a serious violation of the Rules and Procedures, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for purposes of consultation past 10:00 A.M. of the day following the notification of interrogation. The Employee shall have the right to have his counsel and/or Association representative present to assist him during the interrogation.

ARTICLE X - DATA FOR FUTURE BARGAINING

(1) The Borough agrees to make available to the Association all relevant data the Association may require to bargain collectively.

(2) The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough personnel, the cost of various insurance and other programs, information concerning overtime worked by Police Officers, the total number of sick leave days utilized by Police Officers, the total number of IOD's, the total length of time lost as a result of IOD's and other data of a similar nature.

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ARTICLE XI - SALARIES

(1) The base annual salaries for employees covered by this Agreement shall be set forth in Appendix A.

(2) The base annual salaries on the salary guide (Appendix A) shall be deemed to be retroactive to the effective dates set forth on Appendix A. Any retroactive monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

(3) The base annual salaries as shown for sergeants and lieutenants shall be payable to said Employees immediately on promotion to said ranks.

(4) Entitlement to salary increments shall accrue as of January 1 of each year and be paid retroactively to that date after adoption of the Municipal Budget for that year. However, new Employees hired after June 30th of any year shall not be entitled to any increment until January 1st of the second year of their employment.

(5) Each person designated as a detective shall receive a detective increment of Three Hundred (\$300.00) Dollars per year. If a person serves as a detective for part of a year then the payment shall be made on a pro rata basis.

(6) The Borough shall have the right to utilize a bi-monthly payroll system with checks due on the first and fifteenth days of each successive month. In the event that a pay date falls on a Saturday then the payroll shall be due on the preceding Friday. In the event

that a pay date falls on a Sunday, then the payroll shall be due on the following Monday.

(7) The Borough shall provide, at its own cost and expense, a direct deposit option for employees covered by this Agreement.

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ARTICLE XII - WORK DAY, TOURS OF WEEK AND OVERTIME

(1) The normal work day shall be eight (8) hours, which shall include within the eight (8) hour span, thirty (30) minutes of paid meal time per day, and in addition thereto two (2) coffee breaks of fifteen (15) minutes each. The normal work day shall be based upon the utilization of a three (3) squad system which shall function for eight (8) rotating hours for each squad during a twenty-four (24) hour day.

(2) The schedule of work for Employees covered by this Agreement shall be as follows: Five (5) tours of work on the day shift (7:00 A.M. to 3:00 P.M.) followed by two (2) days off; then five (5) tours of work on the night shift (11:00 P.M. to 7:00 A.M.) followed by three (3) days off; then five (5) tours of work on the afternoon shift (3:00 P.M. to 11:00 P.M.). The schedule shall continue, alternating five (5) days of work followed by two (2) off, then five (5) days of work followed by three (3) 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 the "5-2, 5-3 schedule".

(3) All Employees covered by this Agreement shall work steady non-rotating shifts. The "5-2, 5-3" as is defined in Paragraph 2 of this Article shall continue as the work day sequence.

The following rules shall apply:

- A. No Employee covered by this Agreement shall be required to rotate.

- B. Each Employee shall work a steady designated shift which shall either be day shift (7 A.M. - 3 P.M.), afternoon (3 P.M. - 11 P.M.) shift or night shift (11 P.M. - 7 A.M.) as defined in Paragraph 2 of this Article.
- C. Employees shall have the right to bid on a seniority basis by rank for their individual choice of steady shift position.
- D. The Chief of Police shall have the right to deny an Employee the selected steady shift.
- E. Once an Employee has bid for and has been designated a steady shift then said Employee shall thereafter continue in said steady shift position unless said Employee elects to be placed in a different shift which exchange shall require a voluntary mutual exchange with an Employee of equal rank from that other shift. All changes subject to the approval of Chief of Police.
- F. All steady shift assignments shall be subject to a repeat of the bidding procedure, as is defined above, on an annual basis which shall occur during the first week of December each year with the new annual steady shift designations to be effective on the next January 1st. All changes subject to the approval of the Chief of Police.

This paragraph shall become effective December, 1990.

G. The power of the Chief of Police to assign, transfer and reassign personnel pursuant to law is recognized.

(4) Overtime is defined as work in excess of the normal eight (8) hour work day or work on the 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 annual work tour schedule posted by the Police Department.

(5) Overtime shall be paid either as paid overtime compensation (time and one-half) or compensatory time at the one and one-half rate (one and one-half) hours for each hour worked. All work performed in excess of the specified hours in any tour of duty shall be considered overtime and shall be credited on the following basis: Up to fifteen (15) minutes no credit - thenceforth, overtime will be computed to the nearest quarter hour.

(6) The Employees shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time and shall exercise such discretion either immediately before working such overtime or immediately after completing the working of such overtime and notify his commanding Officer in writing of his decision.

(7) An Employee may accumulate no more than sixty-four (64) hours of overtime to be banked as compensatory time which is

equivalent to ninety-six (96) hours at straight time. For all hours in excess of sixty-four (64) hours of overtime pay the Employee shall receive only paid overtime compensation.

(8) If the member chooses paid overtime compensation, that choice, once made, may not be altered. If the member chooses compensatory time, that choice may be altered at the sole option of the Employee under the following conditions:

(a) The request for the conversion is made in the calendar year during which the compensatory time was earned.

(b) The request for conversion must be received by the commanding Officer no later than the day following the normal pay day to insure inclusion within the next two (2) pay periods.

(9) 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 for emergency or other contingency.

(10) Any compensation time not utilized by the Employee during the calendar year shall be paid to him pursuant to the paid overtime compensation provision of this Agreement.

ARTICLE XIII - HOURLY RATE

A. To compute the hourly rate of a Police Officer, the officer's annual base salary shall be combined with said officer's longevity entitlement, educational incentive entitlement and Detective Stipend where applicable, and said total shall be divided by 1950 hours.

B. Effective May 1, 2000, in order to compute a daily rate of pay the formula in paragraph (a) above shall be used and then multiplied by eight (8) hours.

ARTICLE XIV - JOB DESCRIPTIONS

(1) Patrolman:

Patrolman job description shall be as described in Police Department Order No. 3-72 and in Article IV of the Rules and Regulations of the Rutherford Police Department and on Page 50 of the Civil Service Reclassification Survey for the Borough of Rutherford, dated 1965.

(2) Sergeant:

Sergeant job description shall be as described in Article III (A) of the Rules and Regulations of the Rutherford Police Department and on Page 54 of the Civil Service Reclassification Survey for the Borough of Rutherford, dated 1965.

(3) Lieutenant:

Lieutenant job description shall be as described in Article III of the Rules and Regulations of the Rutherford Police Department and on Page 53 of the Civil Service Reclassification Survey for the Borough of Rutherford, dated 1965.

(4) See job descriptions attached hereto as Appendix B.

ARTICLE XV - COURT TIME

(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, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies.

(2) When an Employee covered by this Agreement is subpoenaed to appear in a civil court case (example: automobile negligence case, etc.) then he shall be entitled to payment as provided in this Article, however the Employee subpoenaed shall complete the Borough's "Civil Court Overtime Record" form as per departmental procedures.

(3) All such required court time shall be considered as overtime and shall be compensated at time and one-half.

(4) 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 and included in the computation of the amount of overtime to which the Employee is entitled. Provided, however, that such travel time shall be computed between the Borough of Rutherford and the pertinent court or administrative body, except that there shall be no overtime compensation, or payment for travel time when the pertinent court or administrative body is within five (5) miles of the Borough of Rutherford.

(5) The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the Court or

Administrative Body, together with any applicable travel time to and from the Borough of Rutherford, provided however, that the Employee's entitlement to overtime under this Article shall not be less than one (1) hour overtime pay. Effective March 15, 1997 the minimum guarantee under this paragraph shall be increased to two (2) hours of overtime pay.

(6) The Borough shall provide cars for court appearances as set forth in Paragraph No. (1) of this Article. If the vehicle is not available, then said Employee shall be compensated at the current annual mileage rate set each year by the Internal Revenue Service for court travel. The Police Department shall provide a departmental chart showing distances from the Borough of Rutherford to various commonly attended courts and administrative bodies.

ARTICLE XVI - TRAINING

Every Employee covered by this Agreement shall receive at least one (1) police related training program for every two (2) years of service.

The Borough agrees to compensate all Employees covered by this Agreement at time and one-half rate for attending required training courses on their own time.

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ARTICLE XVII - STANDBY TIME

Standby time shall be considered as time worked if the Borough requires the Employee to remain in a fixed location.

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ARTICLE XVIII - RECALL

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 of two (2) hours work or pay in lieu thereof.

ARTICLE XIX - PRIORITY FOR OVERTIME

(1) Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating seniority roster. There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interests 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 bypassed Employee or Employees must become next on the list for the purposes of the overtime roster. The purposes 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.

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

(3) Superior Officers covered by this Agreement shall be included on the overtime list but will only be able to replace other Superior Officers.

ARTICLE XX - SHIFT CHANGES

(1) The Borough agrees that it will not indiscriminately adjust shifts so as to avoid overtime payment to Employees covered by this Agreement.

(2) If additional manpower is needed which will result in less than twenty-four (24) hours notice, the Borough will first make every effort to order an off-duty man to work.

(3) If this fails and a shift is changed, the changed Officer shall receive his usual compensation.

(4) Nothing in this clause, would prohibit the Borough from changing a shift on more than twenty-four (24) hours notice.

ARTICLE XXI - LONGEVITY

Each Employee shall be entitled to longevity payments computed on his base salary for completed years of service with the Borough according to the following schedule:

<u>Years of Service</u>	<u>Percentage of Base Annual Salary</u>
(a) Five (5) years of service	One percent
(b) Ten (10) years of service	Three percent
(c) Fifteen (15) years of service	Five percent
(d) Twenty (20) years of service	Seven percent
(e) Twenty-four (24) years of service	Nine percent

Effective January 1, 2005 the following longevity schedule shall be in effect:

<u>Years of Service</u>	<u>Percentage of Base Annual Salary</u>
(a) Five (5) years of service	One percent
(b) Ten (10) years of service	Three percent
(c) Fifteen (15) years of service	Five percent
(d) Twenty (20) years of service	Eight percent
(e) Twenty-four (24) years of service	Ten percent

The said payments should be paid on a biweekly basis to the Employees entitled to same.

ARTICLE XXII - UNIFORMS

(1) Each new Employee shall receive from the Borough, free of charge in lieu of a clothing allowance, a complete uniform. Thereafter, the Borough will pay each Employee an annual clothing allowance. The amount of the annual clothing allowance shall be as follows:

Effective January 1, 2004 - \$500.00 per annum
Effective January 1, 2005 - \$550.00 per annum
Effective January 1, 2006 - \$600.00 per annum
Effective January 1, 2006 - \$650.00 per annum

(2) This payment shall be made to plainclothed as well as uniformed Employees.

(3) 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.

(4) 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.

(5) Any such payments made under Paragraph (4) of this Article shall be in addition to the Police Officer's annual clothing allowance otherwise referred to in this Agreement.

(6) Uniform Transition

1. The Borough through the Shift Commander shall establish a

Uniform Transition schedule from winter uniforms to summer uniforms and summer uniforms to winter uniforms on an annual basis, taking into consideration the normal temperature changes during the involved uniform transition periods.

2. Police work shifts shall have the option of requesting a variance from said schedule based on unusual temperature levels. All members of said shifts must be uniform in the wearing of the elected uniform option. The Superior Officer in charge of the shift shall be designated as the individual permitted to grant the uniform variance request.

3. In order to effect and facilitate the uniform transition option, all Rutherford PBA Local 300 members shall be required to keep and maintain during the scheduled transition periods both winter and summer uniforms in their lockers at Police Headquarters. No shift tour time shall be lost in effecting the exercise of the uniform transition option.

ARTICLE XXIII - EDUCATION INCENTIVE

(1) Each Employee covered under this Agreement who shall earn an AAS degree in Police Science shall, upon proper notification and proof to the Borough receive an increment, in addition to all other wage and benefits provided in this Agreement, in the amount of One Thousand (\$1,000.00) Dollars per year.

(2) Each Employee covered under this Agreement who shall earn a Bachelor's degree (B.A. or B.S.) shall upon proper notification and proof to the Borough receive an increment and benefits provided in this Agreement, in the amount of Fifteen Hundred (\$1,500.00) Dollars per year which shall be deemed to include any prior degree increment.

(3) Increments paid under this Article shall be prorated from the date of receipt of said degree and shall be paid as part of the Employee's biweekly salary.

ARTICLE XXIV - WORK IN HIGHER RANK

(1) When an Employee works in a higher rank for thirty (30) days or more, he shall receive the pay of that higher rank in which he is working 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. This clause shall not apply in cases of vacancies due to vacations.

(2) After an Employee works in a higher rank for thirty (30) days or more, he shall thereafter receive the pay of such higher rank for the remaining period of time during which he performs the work of such higher rank.

(3) For purposes of this Article the thirty (30) days must be worked within a calendar year, however, these days need not be consecutive.

ARTICLE XXV - VACATIONS

(1) The vacation allowance shall be set forth in this Agreement in Appendix C.

(2) When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year only.

(3) 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.

(4) 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.

(5) Vacations may be taken in four (4) hour segments. There shall be no limitations or restrictions on vacation fragmentation.

(6) Vacations shall be selected on a rotating seniority basis which shall be established by the Department. Once an Employee selects two (2) or more consecutive 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. There shall be separate vacation rosters, one for patrolmen and one for sergeants and lieutenants.

(7) If an official holiday occurs during an Employee's

authorized vacation, he will not be entitled to an additional vacation day in lieu of the holiday.

(8) The employer shall respond promptly to requests for vacation use within two (2) weeks of such request.

(9) Approved vacation requests shall not be rescinded except in emergent circumstances and with due consideration as to the impact of change on the employee.

ARTICLE XXVI - HOLIDAYS

(1) There shall be fifteen (15) paid holidays per year.

(2) The holidays noted herein shall be as set forth in Appendix D. In addition to the annual salary set forth in this Agreement; each Employee shall be paid an additional day's pay for each holiday enumerated in this Agreement. There shall be no additional payments made for working on any and/or all of the holidays in question.

(3) In addition to the regular paid holidays heretofore set forth, the Employees covered under this Agreement shall be entitled to such further paid holidays as may be declared from time to time by the Borough's governing body for any other Borough Employees.

(4) The holiday benefit set forth in Paragraph (1) of this Article has been calculated into the base wage rates set forth at Appendix A of this contract.

ARTICLE XXVII - SICK LEAVE

(1) All permanent full time Employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first calendar year thereafter which shall accumulate from year to year.

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

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

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

(5) One-half (½) of a work day shall be the smallest unit to be considered in computing sick leave used.

(6) All sick leave heretofore accumulated shall not be impaired by this Agreement, and said accumulated days shall be carried forward during the term of this Agreement.

(7) Where an Employee has announced retirement and said Employee's entitlements under this program have been calculated, said entitlement may be taken as either a lump sum payment or it may be taken in time away from the place of employment with full continuation of wages and benefits. It shall be the obligation of the Employee to elect which form of compensation, time or cash, that is desired, however, said election shall be subject to approval by the Borough. Under no circumstances shall the Employee's entitlements under this clause be diminished, however the form of compensation is subject to mutual agreement. Any Employee who shall retire with twenty-five (25) years of service or upon a disability retirement after twenty-five (25) years of service shall be entitled to fifty (50%) percent of all said Employee's remaining accumulated sick days calculated at the Employee's rate of compensation at said Employee's retirement.

(8) There shall be implemented a sick leave incentive program for non-use of available sick days as follows:

(a) When an Employee uses four (4) or less sick days in a calendar year, then four (4) days shall be added to said Employee's terminal leave.

(b) When an Employee uses five (5), six (6), seven (7)

or eight (8) sick days in a calendar year, then two (2) days shall be added to said Employee's terminal leave.

(c) Personal days shall not be counted as sick leave days used.

(d) Days which accumulate under this program shall be paid at the Employee's then current day's rate at said Employee's time of retirement and shall be paid in full.

(9) The regular sick leave visit program shall be eliminated immediately. The Borough reserves the right to make the visit if it is felt that there is an abuse present.

(10) Verification of Sick Leave is as follows:

A. A member of the Rutherford Department covered by this collective bargaining agreement may be required to present medical certificate when:

1. He/she is absent due to illness for four (4) or more consecutive working days, or

2. He/she has been absent due to illness in more than six (6) separate sick leave occasions of any duration within a calendar year for which no medical certificate was provided by the Employee.

B. When an Employee is so directed to provide a medical certificate, he/she shall obtain said certificate from either the First Care Medical Center, located in Lyndhurst, New Jersey or his/her personal physician.

In the event an Employee obtains said certificate from First Care, such shall be without expense to the Employee and payment for medical services shall be provided directly by the Employer. Any reimbursement by the Borough Health Insurance Program shall be due and payable to the Borough.

In the event said certificate is obtained from the Employee's personal physician, the Employee shall be responsible for out-of-pocket expense subject to reimbursement by the Employer for all payments not covered by the Borough Health Insurance Program, inclusive of those amounts attributed to the Program's deductible.

(11) An employee who reports to work and begins his assignment but is subsequently forced to leave because of illness will be given credit for four hours of work and charged four hours of sick leave unless he shall have worked more than four hours before being incapacitated by illness in which case he will be given a full day of work credit without charge for sick leave. However, this provision shall be applicable to only one incident in a calendar year and shall be subject to verification of the need for sick leave. For any such subsequent incident beyond the first in a calendar year the employee shall be entitled to work credit only for hours actually worked and charged for sick leave for all remaining hours of the assigned regular shift. This provision shall not reduce the option of the Borough to require substantiation of illness or to resort to disciplinary action in the circumstance of just cause. This provision shall be an exception to paragraph [5] of the Article, Sick Leave, and to any other provision of the Agreement to the contrary.

ARTICLE XXVIII - WORK INCURRED INJURY

(1) Where an Employee covered under the 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.

(2) The Employees shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the mayor and council, may reasonably require the said Employee to present such certificates from time to time.

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

(4) For the purposes of this Article, injury or illness incurred while the Employee is attending a Borough-sanctioned training program, shall, be considered in the line of duty.

(5) 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.

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

ARTICLE XXIX - PERSONAL LEAVE

(1) Each Employee shall have three (3) personal leave days per year. For the purpose of this clause, an Employee shall not be required to advise his Superior of the reasons for the personal leave day.

(2) 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.

(3) 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.

(4) Personal leave time under this Article shall be granted in units of not less than four (4) hours for each occasion.

(5) Effective January 1, 1990 the Borough shall be entitled to charge one (1) personal day used during a calendar year against an Employee's sick time.

(6) Personal days which are not chargeable to sick leave and which are not utilized by an Employee shall accumulate from year to year thereafter for said Employee's future use. Provided, however, that any such accumulated personal leave days may not be used for calculating any terminal leave benefits.

ARTICLE XXX - BEREAVEMENT LEAVE

(1) 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 within the State of New Jersey and up to five (5) days leave if outside the state with the consent of the Chief of Police or his designated representative.

(2) Immediate family shall include spouse, children, parents, brothers, sisters and grandparents of Employee or spouse.

(3) Such funeral leave shall not be charged against the Employee's vacation or sick leave.

(4) Any extension of absence under this Article, however, may at the Employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

(5) In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police. Said extension shall be at the discretion of the Chief and at the request of the Officer involved be chargeable to available sick leave.

ARTICLE XXXI - LEAVE OF ABSENCE

(1) All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed thirty (30) days.

(2) 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 Borough Council. The Borough Council 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.

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

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

(5) Seniority shall be retained and shall accumulate during all leaves.

ARTICLE XXXII - MEDICAL COVERAGES

(1) The Borough shall provide and pay the full cost of the following medical coverages: Blue Cross, Blue Shield, Rider J, Major Medical Insurance, and dental insurance for Employees and their families, of the same type as presently exists. The Borough shall provide as an additional medical coverage, at the Borough's sole cost and expense, a full family prescription drug insurance plan for all Employees covered by this Agreement. Said prescription program shall have a One (\$1.00) Dollar co-payment provision and shall be equivalent to the "Great West Life Plan I, including dependents". The Borough shall have the option of securing equivalent coverage from other insurance companies, however, the PBA shall be notified in advance of any such change and be given an opportunity to review the proposed changes in advance of their implementation. Effective March 5, 1997 the public employer shall have the right to institute a modification of the co-payment provision for prescription drugs to three (\$3.00) dollars for generic prescriptions and five (\$5.00) dollars for brand name prescriptions. Effective January 1, 2005 the prescription drug plan co-payment shall be \$5.00 co-pay for all generic drugs and \$10.00 co-pay for all brand name drugs. These rates of co-payment shall include mail order prescriptions.

(2) The full family dental plan as set forth as part of the medical coverages above shall be as set forth at Appendix E to this Agreement. The Borough of Rutherford shall bear the full cost of the plan. The Borough of Rutherford shall have the option of securing

equivalent coverage from another insurance company, however, in any event, the Employee organization shall be advised of any such decision and be given a copy of all insurance information.

(3) The Borough shall provide a medical assistance program providing medical and dental coverages to all police retirees subject to the following guidelines:

- (a) Medical and dental coverages shall be for the retiree and spouse. For the purposes of this section spouse shall be defined as that individual married to the retiree at the time of retirement. The Employer shall provide a plan that permits a retiree to cover, at the retiree's expense, an eligible dependent.
- (b) Retiree Medical and dental coverage entitlement as is set forth in this article shall be provided by the Borough for the entire lifetime of the retiree and the entire lifetime of the employee's spouse. In the event that the retiree and the retiree's spouse become eligible for medicare then the Borough shall be responsible for maintaining a wrap around plan as a medicare supplement so as to ensure the provision of the same level of medical and dental benefits to the retiree and spouse of the retiree. The level of medical and dental benefits shall be defined as that level of benefits provided to each retiree immediately before said retiree's separation from active police service with the Borough.
- (c) To be eligible for any plan coverage, the retiree must be

on a twenty-five (25) year service retirement or disability retirement as is defined by the New Jersey Pension Law.

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ARTICLE XXXIII - INSURANCE

The Borough will continue to provide existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.



ARTICLE XXXIV - ACCIDENTAL DEATH POLICY

The Borough will provide at its own cost and expense and without cost to the Employee, an accidental death and dismemberment insurance policy in the face amount of Five Thousand (\$5,000.00) Dollars per Employee. Said policy shall be limited to work-connected occurrences only.

ARTICLE XXXV - BULLETIN BOARD

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

(2) 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.

(3) No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

(4) The PBA shall be permitted to install a locked bulletin board and will provide a courtesy key to the Chief of Police.

ARTICLE XXXVI - CEREMONIAL ACTIVITIES

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

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

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

ARTICLE XXXVII - PERSONNEL FILES

(1) A separate personal history file shall be established and maintained for each Employee covered in this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police.

(2) Any member of the Police Department may by appointment review his personnel file. This appointment for review must be made through the Chief of Police or his designated representative.

(3) 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.

(4) All personal history files will be carefully maintained and safe-guarded permanently. Nothing placed in any file shall be removed therefrom.

ARTICLE XXXVIII - MILITARY LEAVE

Military leave for Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

ARTICLE XXXIX - OFF DUTY POLICE ACTION

Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

- (a) Any proper and responsible action taken by a member of the force on his time off where the circumstances necessitated prompt police action 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.
- (b) In all circumstances the Employee shall promptly report such actions to the Officer in charge at police headquarters at the desk.

ARTICLE XL - TRAVEL EXPENSE

Whenever an Employee is required to provide his own transportation for police department business (Attendance at court, travel and training program, etc.) said Employee shall receive the designated rate per mile as is set by the United States Internal Revenue Service as a mileage expense.

ARTICLE XLI - SAFETY AND HEALTH

(1) The Employer shall at all times maintain working conditions to insure maximum safety for all Employees. Present equipment and working conditions are recognized by both parties as being safe and adequate.

(2) Vehicle Maintenance

(a) The Patrolman is responsible for maintaining the interior of his patrol vehicle in a clean condition and shall also strive to keep all vehicle windows and windshields clean so as to aid in the effective use of the vehicles. The Police Officer shall be responsible for the refueling of his police vehicle.

(b) The Patrolman shall not be responsible for changing tires on his patrol vehicle but shall immediately notify the control desk of said vehicle breakdown so that arrangements can be made to effect the repair of said vehicle or obtain a replacement vehicle.

ARTICLE XLII - REPLACEMENTS

(1) No full time Employee covered by this Agreement shall be replaced by any non-police, part time or other personnel.

(2) No post presently filled by a full time Employee covered by this Agreement shall be filled by any non-police, part time or other personnel.

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ARTICLE XLIII - OUTSIDE EMPLOYMENT

Subject only to the Statutes of the State of New Jersey, applicable case law and the New Jersey Administrative Code, no Employee covered by this Agreement shall be restricted or impaired from seeking or maintaining any outside employment. However, the Employee must notify the Chief of Police of such outside employment.




ARTICLE XLIV - PENSION

(1) The Borough 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.-

(2) The Borough will pay 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.

(3) It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

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ARTICLE XLV - FURTHER NEGOTIATIONS

(1) 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.

(2) 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 Administrator.

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ARTICLE XLVI - GRIEVANCE PROCEDURE

(1) To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions effecting any Employee(s) covered by this Agreement. Minor disciplinary matter shall be subject to the Grievance Procedure.

(A) STEP ONE

In the event that any Employee or group of Employees has a grievance then within seven (7) calendar days from the event being grieved, the grievance shall be presented in writing to the Captain in charge of the unit to which the grievant is assigned. The Captain shall render a decision within five (5) calendar days after the grievance was presented to him.

(B) STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within five (5) calendar days the grievance shall be presented in

writing to the Chief of Police. The Chief shall render a decision within seven (7) calendar days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the Captain in charge of the Department for determination.

(C) STEP THREE

If the Association wishes to appeal the decision of the Chief of Police (or the Captain in charge if the Chief is absent), it shall be presented in writing to the Borough Administrator, or his delegated representative, within seven (7) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator or his authorized representative may give the Association the opportunity to be heard and will give his decision in writing within ten (10) calendar days of receipt of the written grievance.

(D) ARBITRATION

(1) If no satisfactory resolution of the grievance is reached at Step Three, then within seven (7) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of

an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

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

(3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Borough Administrator 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 Department of Personnel 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 Department of Personnel review and decision.

(4) Any Employee covered by this Agreement may have the right to process his own grievance with his representative.

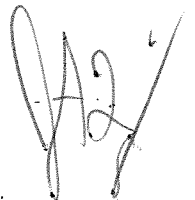
(5) The time limits expressed herein shall be strictly adhered to. If any grievance has not been

initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. 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.

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ARTICLE XLVII- FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

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ARTICLE XLVIII - SAVINGS CLAUSE

(1) It is understood and agreed that if any portion of this Agreement or the application of this Agreement as to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

(2) If any such provisions are so invalid, the Borough and the Association will meet for the purpose of negotiating change made necessary by applicable law.

ARTICLE XLIX - TERM OF CONTRACT

This contract shall take effect upon the execution thereof and shall have a termination date of December 31, 2007. If a successor agreement is not executed by December 31, 2007; then this Agreement shall continue in full force and effect until a successor agreement is signed.

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IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this 22nd day of November, 2004.

ATTEST:

(As to the Borough of Rutherford)

Mary Kuster
Borough Clerk

BOROUGH OF RUTHERFORD

By: Benedetta P. Cherson
Mayor, Borough of Rutherford

George H. Yecan
Council Pres., Borough of Rutherford

(As to Local 300, PBA Rutherford Unit)

Mary Kuster

RUTHERFORD PBA LOCAL NO. 300

By: J. Berger

Richard J. [Signature]
[Signature]

[Signature]

APPENDIX A

<u>RANK</u>	<u>Eff.</u> <u>1/1/04</u>	<u>Eff.</u> <u>7/1/04</u>	<u>Eff.</u> <u>1/1/05</u>	<u>Eff.</u> <u>7/1/05</u>	<u>Eff.</u> <u>1/1/06</u>	<u>Eff.</u> <u>7/1/06</u>	<u>Eff.</u> <u>1/1/07</u>	<u>Eff.</u> <u>7/1/07</u>
<u>Patrolmen</u> Academy Rate (0-6 months)	\$25,671	\$ 25,671	\$ 26,184	\$ 26,184	\$ 26,708	\$ 26,708	\$ 27,242	\$ 27,242
7 th to 12 th month	30,810	31,503	32,133	32,856	33,513	34,267	34,952	35,738
Begin 2 nd year	39,132	40,012	40,812	41,730	42,565	43,523	44,393	45,392
Begin 3 rd year	44,610	45,614	46,526	47,573	48,524	49,616	50,608	51,747
Begin 4 th year	50,855	51,999	53,039	54,232	55,317	56,562	57,693	58,991
Begin 5 th year	57,974	59,278	60,464	61,824	63,060	64,479	65,769	67,249
Begin 6 th year	66,090	67,577	68,929	70,480	71,890	73,508	74,978	76,665
Begin 7 th year	75,343	77,038	78,579	80,347	81,954	83,798	85,474	87,397
Begin 8 th year	85,895	87,828	89,585	91,601	93,433	95,535	97,446	99,639
Sergeant	\$91,860	\$ 93,927	\$ 95,806	\$ 97,962	\$ 99,921	\$102,169	\$104,212	\$106,557
Lieutenant	\$99,667	\$101,910	\$103,948	\$106,287	\$108,413	\$110,852	\$113,069	\$115,613

APPENDIX "B"
RUTHERFORD
NEW JERSEY POLICE DEPARTMENT

Patrolman, Job Description
Operations, Patrolman's Job Description

1. Scope and Purpose

It is the purpose of this Department Order to define the responsibilities of the Patrolman and to clarify his position within the organizational structure of the Department.

2. General Duties and Responsibilities

A. The Patrolman is a representative of his Department and the Borough of Rutherford. As such he is governed by the highest legal and moral standards. His philosophy must be one of dedication to the public service, submerging his own personal interests for the common good.

B. The conduct and deportment of the Patrolman will be governed by the laws of the State, Borough orders, general orders, and the order of Superior Officers.

C. The Patrolman is immediately subordinate to the Patrol Sergeant.

3. Patrol Responsibilities

A. The Patrolman, during his tour of duty, shall:

1. Patrol his assigned beat for the purpose of:

- a. Prevention of crime
- b. Enforce the law
- c. Protect life and property
- d. Preserve the peace
- e. Apprehend law violators
- f. Recover stolen property
- g. Investigate suspicious persons

2. Familiarize himself with his assigned beat, by knowing the locations of:

- a. Police and fire emergency call boxes
- b. Public telephones

- c. Places frequented by suspected law violators
 - d. Dangerous and unwholesome places
 - e. All other hazards within his beat and advising the patrol Sergeant so that situations can be corrected.
3. At no time patrol any beat other than that assigned to him unless otherwise ordered by his Superior Officer or Acting Superior Officer.
4. Report to the Desk Officer any nuisances or other matters affecting the safety and convenience of the public and interest of the Borough, such as:
 - a. Street and sidewalks construction and defects.
 - b. Faulty street lamps, traffic lights, traffic signs, street name signs, power lines, or any stray shopping carts, or any hazardous condition in which situation he shall remain at the location when necessary, until the hazard is past or he is relieved.
5. Visit all public places on his beat, especially where crowds gather, for the purpose of enforcing all laws and ordinances.
6. At the scene of a fire, shall further protect life and property by observing the following procedures:
 - a. Immediately after a fire is discovered, cause the Fire Department to be notified by the most rapid communication available.
 - b. Secure the safety of all persons in burning or threatened buildings.
 - c. Establish a fire zone and keep all unauthorized persons from entering same.
 - d. Cooperate fully with the commanding Officer of the Fire Department at the scene, as he has jurisdiction over fires.
 - e. Assume the responsibilities for the protection of damaged premises until the control of the property has been assumed by an authorized person, or until relieved.

f. Assume responsibility for notifying desk Officer that lodging or help is needed for displaced persons.

7. When assigned to foot patrol, the Patrolman shall make hourly calls to desk Officer either by walkie-talkie radio or by call box.

8. When assigned to a beat car or foot patrol, unless otherwise specified, immediately after roll call proceed to his beat and promptly check radio equipment with radio dispatcher to make sure radio is working properly.

9. Perform such other duties as may be required and make all necessary reports.

10. Be always alert for motorists who need assistance and provide such aid as is practical under the circumstances.

11. Check all abandoned cars or cars parked in unusual locations for the purpose of detecting possible criminal activity.

4. Investigation Responsibilities

A. The Patrolman shall check all complaints received in the field and take whatever remedial action required.

B. Make thorough and complete investigations of all assignments, crimes, incidents and any law violations that are brought to his attention and make all required reports.

C. Take initial charge of scene of investigation and determine what additional police service is required to complete the investigation, then notify headquarters. At the scene of a crime the Patrolman's primary purpose after determining what shall be needed is to protect the crime scene, keeping all unauthorized personnel out of same.

5. A. The Patrolman shall address all citizens in a firm, courteous manner calculated to develop respect and confidence in the Officer and the Department.

B. He shall work to create genial relations with other public officials for the purpose of creating an atmosphere of mutual trust and respect.

C. He shall give due respect to all Superior Officers and co-workers.

D. The Patrolman shall cultivate friendly but formal relationship with lay citizens and civic leaders in all parts of his patrol beat.

E. The Patrolman shall tactfully refuse any gifts, favors, or monetary or other reward which may be offered him by the public for his acts or omissions, so as to avoid placing himself and the Department in a compromising position.

6. Responsibility for Knowledge Relating to His Job

A. The Patrolman, through continuous study, shall have a thorough and complete knowledge of all sections of the State Law and Borough Ordinances, criminal and traffic.

B. The Patrolman shall be thoroughly familiar with all Statutes which govern or limit his authority and responsibilities. He is thoroughly familiar with all policies, procedures, rules and regulations set forth in Department orders and special orders of the patrol units.

C. The Patrolman shall have a general acquaintance with community leaders, other governmental agencies, and the persons in charge, transportation agencies, their locations, schedules, and related information. He shall know the authority and locations of all enforcement agencies bounding the Borough of Rutherford.

7. Coordination and Cooperation Responsibilities

A. The Patrolman shall render assistance to all other enforcement agencies when detailed to do so by the Superior Officer in charge of said tour of duty.

B. The Patrolman shall assist and work with other agencies in time of sudden emergency when such assistance is needed or he is detailed to do so by Superior in charge of tour of duty.

C. The Patrolman shall act as a liaison Officer between his organization and other law enforcement agencies for the purpose of furthering the achievements of law enforcement throughout the State.

8. Economy and Equipment Responsibilities

A. The Patrolman is responsible for maintaining all equipment

issued to him, in good condition and using it as effectively and economically as possible.

B. The Patrolman avoids unnecessary waste of materials.

C. He shall constantly strive to keep his patrol vehicle in good condition. He shall take reasonable precautions to avoid accidents when driving. He shall report all vehicle defects which need correcting to his Superiors immediately upon discovery.

9. Records and Reporting Responsibilities

A. The Patrolman shall complete all reports required of him promptly and forward them to the Officer in charge of the desk within a reasonable time.

B. The Patrolman shall complete all reports and make them clear and understandable.

10. Required Skills, Knowledge, and Ability

A. Must continue to keep up with changing laws, statutes and Borough Codes and the enforcement of same.

B. Must be in excellent health and physical condition.

C. Integrity, character, and reputation within the community must be above reproach.

D. Must be emotionally mature.

E. Must possess a neat and pleasant appearance with considerable ability to deal tactfully with people for all walks of life.

F. Must have considerable ability to express himself easily and well.

G. Must possess a current driver's license and be a competent operator of a motor vehicle.

11. Rules and Regulations and Orders

Along with the foregoing, must abide by the rules and regulations of the Department, special orders and all other orders given by Superior Officers in the performance of his duties.

Definition:

During an assigned tour of duty, on foot, or in an automobile, patrols a designated area to provide assistance and protection for persons; to safeguard property; to assure observance of the law, and to apprehend law breakers; does related work as required.

Examples of Work:

Gives desired information to inquirers as to local geography, local occurrences, provisions of the law and other proper matters; assists and protects children in crossing streets, regulates and controls pedestrian and vehicular traffic, when necessary, so as to assure safety, reasonably rapid movement of traffic, and a minimum of interferences; helps to maintain order at places where people gather in numbers; notes conditions while patrolling the designated territory, calls the attention of householders and others to matters needing their attention, checks the condition of occupied buildings, and takes steps to protect them from damage and theft; takes needed action as to suspicious persons and conditions and reports significant actions, occurrences, and conditions; provides police protection when large sums of money are in transit; makes investigations of complaints involving misconduct, suspicious behavior, illegal activities, improper conditions, and other matters within the field of police operations; notes and reports holes in the pavements, dangerous poles, imperfect street lights, and other conditions constituting dangers or hazards; gives needed first aid in case of accidents; keeps records of the time and place of varied public meetings and takes any steps necessary to assure orderly and safe conditions; when on duty at night, notes whether gates, doors, grating, and entrances are securely fastened when they should be, and if not, investigates and notifies interested persons or police headquarters of conditions that should be corrected; checks cars in restricted areas; when necessary, apprehends, warns, or takes into custody violators of the law; gives testimony in court; prepares simple but clear reports of significant activities and conditions; when in police headquarters, receives complaints, takes proper action by notifying Patrolman by radio, and helps keep needed records.

POLICE SERGEANT

Definition:

Under the supervision of a Police Lieutenant during an assigned tour of duty, has charge of the police activities intended to provide assistance and protection for persons, safeguard property, assure observance of the laws, and apprehends law breakers; does related work as required.

Examples of Work:

Visits and inspects beats; notes and reports irregularities, fires, accidents, as to their condition and operation; receives complaints and makes needed investigations; gives needed information to citizens and others; notes conditions which are significant from a police standpoint, and takes appropriate action to assure that persons and property are safeguarded and good order is maintained; that patrolmen are doing their work properly; sees that needed police protection is provided when large sums of money are in transit; when there are fires, outbreaks, and other conditions which may result in disorder and when large numbers of people congregate for any reason; when necessary, apprehends, warns, or takes into custody violators of the law; gives testimony in court; prepares and directs the preparation of reports; keeps needed records and files.

POLICE LIEUTENANT

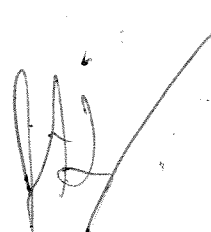
Definition:

A Police Lieutenant works under the direction of a Captain of the Police Department; has charge of a police platoon or performs specialized supervisory police duties; does related work as required.

Examples of Work:

Gives suitable police assignments and instructions to sergeants and patrolmen; provides them with needed advice and assistance when difficult problems of maneuvers arise, checks their work to see that proper procedures are followed, reasonable standards of workmanship, conduct and output are maintained, and that desired police objectives are achieved; directs criminal and non-criminal investigations and sees that appropriate police action is taken; takes classified records, and files fingerprints; when on desk duty keeps a desk blotter, arrest book,

and a property book; when necessary apprehends, warns, or takes into custody violators of the law; sees that needed police protection is provided when large sums of money are in transit; when there are fires, outbreaks, and other conditions which might result in disorder, and when large numbers of people congregate for any reason; makes thorough investigation, prepares suitable reports and keeps needed records and files.

A handwritten signature or set of initials, possibly 'P.H.', with a long diagonal stroke extending from the bottom right towards the top right of the page.

APPENDIX C

VACATION

(All numbers refer to working days)

	<u>Patrolmen</u>	<u>Sergeants</u>	<u>Lieutenants</u>
0 - 1 year (one day for each month in service)			
1 - 4 years	14	16	18
5 - 9 years	16	18	20
10 - 14 years	18	20	22
15 - 19 years	20	22	24
20 - 24 years	22	24	26
25 years and over	24	26	28

APPENDIX D

HOLIDAYS

The following shall be considered holidays under this Agreement.

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving Day
12. Christmas Day
13. Easter
14. General Election Day
15. Martin Luther King's Birthday