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CONTRACT BETWEEN THE  
BOROUGH OF TENAFLY  
BERGEN COUNTY, NEW JERSEY

and

TENAFLY P.B.A., LOCAL 180  
POLICEMAN'S BENEVOLENT ASSOCIATION OF NEW JERSEY

January 1, 1978 through December 31, 1979

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I. PREAMBLE

THIS AGREEMENT, made and entered into, this // <sup>11</sup> day of July, 1978, between the Borough of Tenafly in the County of Bergen, hereinafter referred to as the Borough or Employer and PBA Local 180, (Tenafly Unit), hereinafter referred to as the PBA.

W I T N E S S E T H

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Borough and the PBA to the end that continuous and efficient service will be rendered to and by both parties, for the benefit of both;

NOW, THEREFORE, IT IS AGREED, as follows:

## II. ASSOCIATION RECOGNITION

Section 1. The Borough hereby recognizes PBA Local 180 (Tenafly Unit) hereinafter referred to as the PBA as the sole and exclusive representative of all patrolmen, detectives and other employees of the Department of Police below the rank of Captain, covered under this Agreement, for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions. The PBA shall not represent the Police secretary, nor other personnel which may be hired, so long as such persons are not designated as policemen.

Section 2. The title, "Policeman", shall be defined to include the plural as well as the singular and to include males and females.

### III. LEGAL REFERENCE

Section 1. Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under other applicable laws and regulations. The rights granted the policeman hereunder shall be deemed to be in addition to those provided elsewhere.

Section 2. If any provision of this Agreement or any application of this Agreement to any member or group of members is held to be contrary to law, then such provision and application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect. In the event any provision as aforesaid is deemed to be invalid, then the parties hereto agree to meet immediately for the purpose of negotiating a provision to replace said invalid provision.

Section 3. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State Laws.

Section 4. All rules and regulations of the Department shall remain in effect except as modified, amended or annulled by the terms of this agreement, which agreement shall in all respects be superior to the rules and regulations of this Department. The rules of the Department shall be deemed to include the "Police Rules", dated March, 1968, approved by the Mayor and Council on

on December 26, 1967, and shall be further deemed to include the Personnel Manual of the Borough of Tenafly in effect for 1977.

#### IV. PRESERVATION OF STANDARDS

Section 1. The Borough of Tenafly 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.

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

Section 3. The Borough of Tenafly agrees that all benefits, terms and conditions of employment relating to the status of Borough of Tenafly Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this

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

Section 4. To establish policy.

- (A) To maintain the efficiency of Borough operations entrusted to them.
- (B) To determine methods, means and personnel by which Borough operations are to be controlled.
- (C) The exercise of the foregoing powers, rights authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey, including Chapter 303 of the Laws of 1968, and of the United States.
- (D) The Chief of Police shall have discretion in determining finality of tentative work schedules, squad or division strength or other matters related to insuring adequate police coverage for the Borough of Tenafly.
- (E) Proposed new rules or changes in existing rules governing working conditions shall be negotiated with the majority representative before they are established.



V. THE ASSOCIATION REPRESENTATIVES AND MEMBERS

Section 1. The Employer agrees to grant the necessary time off without discrimination for the PBA delegate from the Tenafly Police Department to attend one state or county convention; state or county PBA meetings not to exceed one per month, and in addition, for the hours necessary to attend one meeting per month of the Local PBA Chapter provided twenty-four (24) hours notice is given in writing to the Chief of Police.

Section 2. Authorized representatives of the local PBA shall be permitted to visit Police Headquarters or the Office of the Police Chief for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably and such visits shall be made upon notice to and at the convenience of the Chief of Police.

Section 3. During the period of Contract negotiations, Association representatives from the Tenafly Police Department not to exceed two (2) shall be excused from normal duties for the actual time necessary to attend negotiating sessions with the Employer.

Section 4. In the event the President of the local PBA Chapter is a member of the Tenafly Police Department, the President shall then be accorded the time off as is applicable to the delegate under Section 1 of this Article.

VI. RETENTION OF CIVIL RIGHTS

Members shall retain all civil rights under the New Jersey State Law and Federal Law.

VII. RETIREMENT

*Members shall retain all pension rights under New Jersey Law and ordinances of the Borough of Tenafly so long as the members are still employed by the Borough of Tenafly.*

VIII. EXTRA CONTRACT AGREEMENT

The Borough agrees not to enter into any other Agreement or Contract with its members who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

IX. WORK WEEK, OVERTIME

Section 1. The working schedule for 1978 is attached hereto and the working schedule for 1979 shall be promulgated no later than December 1, 1978, and will be appended hereto as Schedule "B".

Section 2. If a member is required to work longer than his normal tour of duty, he shall be entitled to overtime at the rate of time and a half his regular rate of pay.

Section 3. In construing overtime, any fraction or a part of a half hour shall constitute a half hour.

Section 4. If a member is called to duty on his day off, he shall be entitled to be paid for all hours worked; in this connection, he shall be guaranteed two and one-half (2-1/2) hours "work" to be paid for at the time and one half rate for said member.

Section 5. If a member is recalled to duty, he shall be entitled to be paid for all hours worked and the Borough shall make every effort to permit the member to work his full shift if the member so desires.

Section 6. Overtime rates shall be calculated as per the following formula:

$$\frac{(\$) \text{ Base} + \text{Longevity}}{(\text{Hours}) \text{ 2080}} \times 1.5$$

Section 7. In lieu of being paid overtime upon submission of proper voucher therefore a member may elect, subject to approval

of timing thereof by the Chief of Police, to have compensatory time off of a duration equivalent to the hours earned by the formula set forth in Section 6 of this Article. Generally, the election for overtime or compensatory time will be made within ten (10) days of the overtime worked. If compensation is elected, vouchers must be submitted within forty (40) days of the member's election as set forth herein.

## X. VACATIONS

Section 1. The vacation schedule is attached hereto and marked Appendix B.

Section 2. All selections of summer vacations as defined by Section 5 shall be completed by February 28th.

Section 3. Non-summer vacations shall be taken at the discretion of each member provided same does not adversely affect the efficiency and operation of the Department. Applications shall be granted in the order of filing for same.

Section 4. In case of conflict vacation picks shall be based solely on seniority.

Section 5. All vacations taken between June 15th and September 15th shall be considered to be summer vacations and shall be limited to a maximum of two (2) weeks per member unless a member of the same squad shall waive his rights. The dates of June 15th and September 15th are approximate.

Section 6. Vacations once approved shall not be changed by either the Employer or the member without good reason having been shown and further provided that notice of same is given not less than ten (10) days prior to the scheduled start of said vacation.

Section 7. Vacations shall normally be scheduled between January 1 and December 31, provided however, that between December 18th and December 31 no more than one (1) man per squad nor more than five (5) men shall be permitted a vacation unless more are

allowed at the discretion of the Chief.

Section 8. No carry-over of vacation time from year to year shall be allowed unless necessitated by pressure of Police Department business. Where a member's vacation was not permitted to be taken during the entitlement year, then the member shall use such carried-over vacation time not later than May 1st of the ensuing year.

Section 9. Requests for split vacations of less than one (1) week's duration may be submitted but shall be granted at the discretion of the Chief.

Section 10. Members shall be entitled to the amount of vacation relating to their years of service as set forth below:

1 year	10 working days
2 years	11 working days
3 years	11 working days
4 years	12 working days
5 years	12 working days
6 years	13 working days
7 years	14 working days
8 years	15 working days
9 years	16 working days
10 years	16 working days
11 years	17 working days
12 years	17 working days
13 years	18 working days
14 years	19 working days
15 years	20 working days
16 years	20 working days
17 years	21 working days
18 years	21 working days
19 years	22 working days
20 years	22 working days
21 years	23 working days
22 years	23 working days
23 years	24 working days
24 years	24 working days
25 years and over	25 working days



## XI. HOLIDAYS AND PERSONAL DAYS

Section 1. Members shall be entitled to thirteen (13) paid holidays upon submission of voucher, which holidays shall be as follows:

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

Section 2. In addition to the holidays set forth in Section 1, should other Employees of the Borough be granted additional holidays not presently in the Salary Ordinance of the Borough of Tenafly, such as for observation of a new holiday or in respect for the death of a national, state or local figure, then each member shall be entitled to receive holiday pay for the equivalent time.

Section 3. In Addition to the paid holidays, members shall be entitled to time off and not holiday pay for five (5) additional days (non-cumulative) which are called personal days. These per-

sonal days shall be permitted upon forty-eight (48) hours notice to the Chief of Police, who shall not unreasonably withhold such request since it is the intention of the parties to permit the members time off of their own choosing to attend to personal matters, social events and other affairs, since police in their duties normally work many weekends. In case of conflict in granting personal days preference shall be given to that member or members having an emergency, serious family illness or childbirth.

Section 4. Notwithstanding the provision for personal days as set forth in Section 3, not more than one (1) man per squad shall be permitted personal days at any given time. Requests for personal days shall be honored on the basis of the timeliness of the request.

In case of emergencies, serious illness or childbirth, the one man per squad limit may be waived at the discretion of the Chief.

## XII. WORK INCURRED INJURY

Section 1. Where an Employee covered under this Agreement suffers a work-connected injury or disability the Employer shall continue such employ at full pay, for a period not to exceed six (6) months during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workers Compensation action shall be paid over to the Employer. Extensions may be granted on a case by case basis and such decisions shall not be considered precedent or to establish a past practice.

Section 2. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Employer may reasonably require the said Employee to present such certificates from time to time.

Section 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 Employer, or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

Section 4. For the purposes of this Article, injury or disability incurred while the Employee is acting in any Employer sponsored activity, shall be considered in the line of duty.

Section 5. In the event a dispute arises as to whether an absence shall be computed or designated as a 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.

Section 6. 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, however, every effort shall be made to schedule such treatment in a manner so as to avoid additional costs to the Borough.

Section 7. Pursuant to the Statutes of the State of New Jersey, in such case made and provided, the Employer may process the pension papers as to a disabled Employee, or take other steps according to law.

Section 8. Nothing in this Article shall be deemed to prohibit the right of the Borough to require the Employee to return to work to perform light duty or other special tasks even though his status of recovery is such that he may not yet be capable of performing full duties.

### XIII. SICK LEAVE

Section 1. Sick leave shall be granted in accordance with the following schedule:

<u>Time of Service</u>	<u>Period</u>
Less than 1 month	None
At least 1 mo. but less than 2 mos.	5 days
At least 2 mos. but less than 3 mos.	10 days
At least 3 mos. but less than 1 year	2 weeks
At least 1 yr. but less than 2 years	4 weeks
At least 2 yrs. but less than 3 years	6 weeks
At least 3 yrs. but less than 4 years	8 weeks
At least 4 yrs. but less than 5 years	10 weeks
At least 5 yrs. but less than 6 years	12 weeks
At least 6 yrs. but less than 9 years	14 weeks
Ten years and over	26 weeks

Section 2. The Borough reserves the right to require a physical examination of each member at the Borough's own cost and expense.

Section 3. Nothing in this Article shall be deemed to prohibit the right of the Borough to require the Employee to return to work to perform light duty or other special tasks even though his status of recovery is such that he may not yet be capable of performing full duties.

#### XIV. INSURANCE, HEALTH AND WELFARE

Section 1. The Borough shall provide Blue Cross, Blue Shield (750) Plan, Rider J and major medical insurance One Million Dollar (\$1,000,000.00) coverage for the member and his family, deductible of \$100.00/\$300.00. Paid hospitalization shall be deemed to include members who retire after at least completing twenty-five (25) years of service...basic hospitalization plan only and including a coordination of benefits to correspondingly reduce the amount or drop former members who become covered under a plan at a new place of employment in the event they become reemployed.

Section 2. The Borough shall maintain false arrest insurance with coverage of Five Hundred Thousand Dollars (\$500,000.00) and will 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 any charges or offenses directly or indirectly related to the Employee's employment.

Section 3. The Borough shall provide excess group insurance for a vehicle owned by a member, which coverage shall be applicable only if the vehicle is used in the scope of the member's employment except that such coverage shall not be deemed to include coverage for the transportation to and from work.

Section 4. The Borough shall provide a Five Thousand Dollar (\$5,000.00) life insurance policy to each member. The member shall designate the beneficiary and owner of the policy.

Section 5. The Borough shall provide legal representation for each member as set forth in the New Jersey statutes. If the member is not satisfied with the representation provided or offered by the Employer, the matter shall be referred to the Board of Police Commissioners of the Borough of Tenafly for resolution of all issues which shall include but not limited to a determination of the maximum costs to be borne by the Employer and any cost over said amount shall be the member's sole responsibility.

XV. EXCHANGE OF DAYS OFF

The Chief of Police may grant the request of any member of the Department to exchange hours or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all members who make this request. All requests will be considered and none shall be unreasonably denied. In the absence of the Chief, squad leaders may grant such requests in which event the Chief shall be notified by the squad leader that such permission has been granted in a manner and in the form to be prescribed by the Chief of Police.



XVI. CLOTHING ALLOWANCE, WEAPONS AND STANDARDS

Section 1. The Borough shall provide a Three Hundred and Twenty-Five Dollar (\$325.00) maintenance allowance upon submission of voucher.

Section 2. The Borough shall provide a Two Hundred and Fifty Dollar (\$250.00) clothing allowance given annually to all members upon submission of a voucher provided, however, that members shall subsequently file with the Chief of Police receipts to verify expenditures of such allowance for the purchase of uniform items.

Section 3. Uniforms damaged in the line of duty shall be replaced by the Borough if deemed unrepairable by the Chief of Police.

Section 4. The Borough shall issue to each member a safe usable service revolver. Each member agrees to take proper care of said equipment and to maintain same at the member's expense for any repair occasioned by the member's neglect; otherwise, the service weapon will be maintained by the Borough. In addition, the members agree to maintain their proficiency in the use of said weapon under such training procedures and drills as may be established by the Chief of Police.

Section 5. Members agree to keep their uniforms and appearance in accordance with the standards established in the rules of the Department or as modified by the Chief of Police

*Section 6. In the event a personal item, such as a wrist-watch, flashlight or other gear is damaged in the line of duty, a member may request that the item be replaced or some monetary compensation given, but the Employer is not bound to honor any request, each of which shall be judged on a case by case basis. The Chief of Police shall be authorized to approve replacements up to a cost of Fifty Dollars (\$50.00); for items in excess of this amount (such as eyeglasses) approval shall be obtained from the Board of Police Commissioners.*

XVII. SPECIAL CONSIDERATION IN THE EVENT OF DEATHS

Section 1. Any member having a death in the immediate family shall be granted time off without deduction from pay or compensatory time not to exceed a period of four (4) days. For purposes of this section, "immediate family" shall be deemed to include a wife, child, step-child, mother, father, brother, sister, step-mother, step-father, guardian, mother-in-law, or father-in-law.

Section 2. In the event a member has the death of a grandmother, or grandfather or grandchildren, he shall be accorded the time off not to exceed one day in order to attend the funeral.

Section 3. The provisions of this Article shall be in addition to the personal days otherwise provided for in this Agreement (Article 11, Section 3).

XVIII. TERMINAL LEAVE.

*Terminal leave shall be granted as follows:*

*After 15 years of service-----1-1/2 months*  
*After 20 years of service-----3 months*  
*After 25 years of service-----4-1/2 months*  
*After 30 years of service-----6 months*  
*After 35 years of service-----7-1/2 months*  
*After 40 years of service-----9 months*

*Added to such leave shall be any compensatory time off and vacation time which is owed to the retiring member. Vacation time shall be deemed to be earned at the rate per month of the annual period divided by twelve (12) for the eligibility as determined by the years of service.*

XIX. GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle all grievances between the Borough and the Association and members as quickly as possible, so as to assure efficiency and promote Employees' morale. A grievance is defined as any disagreement between the Borough and the members or the PBA involving the interpretation, application or violation of policies, agreements and administrative decisions affecting them. All grievances shall be processed as follows:

(a) They shall be discussed with the members involved and the local PBA representatives, with the Chief of the Department, or any representative designated by him. An answer shall be made to the member with a copy to the PBA within three (3) calendar days by the Chief or his designated representative.

(b) If the grievance is not settled through Step (a), it shall be submitted in writing to the Board of Police Commissioners and the answer to such grievance shall be made in writing, a copy to the Association, within five (5) days of the submission.

(c) If the grievance is not settled through Step (b) above, it shall be submitted in writing to the Mayor and Council of the Borough of Tenafly, which body shall review the record made below and advise the member with a copy to the PBA within ten (10) days after submission to the Mayor and Council.

(d) Arbitration.

1. If the grievance is not settled through steps (a), (b), or (c) , the grievant(s) may refer the matter to the American Arbitration Association within fourteen (14) days (calendar) after the determination of the Step proceeding. The arbitrator or arbitrators shall be selected in accordance with the rules of the said association and the expense of the arbitrator or arbitrators shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his presentation.

2. The arbitrator or arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the arbitrator shall be final and binding.

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 Mayor and Council.

4. The time limits expressed herein shall be strictly adhered to. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time

*limits provided for processing the grievance procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.*

XX. COMMENDATION AND HONORABLE MENTION

In the event a member receives an official commendation from the Borough of Tenafly, the Chief of Police of the Borough of Tenafly or the PBA, the Employer shall give suitable publicity and recognition to such member in such event, in a type and form to be prescribed by the Board of Police Commissioners which recognition shall include a compensatory day off.



XXI. WAGES AND LONGEVITY

Section 1. Salaries for members shall be as follows:

<u>Rank</u>	<u>1978</u>	<u>1979</u>
Patrolman - starting	\$14,700.00	\$15,700.00
Patrolman - 2nd year	\$16,300.00	\$17,300.00
Patrolman - 3rd year	\$16,800.00	\$17,800.00
Patrolman - 4th year	\$17,500.00	\$18,500.00
Detective Patrolman	\$17,700.00	\$18,700.00
Sergeant	\$18,600.00	\$19,600.00
Detective-Sergeant	\$18,800.00	\$19,800.00
Lieutenant	\$19,550.00	\$20,550.00
Lieutenant Detective	\$19,750.00	\$20,750.00
Senior Lieutenant	\$19,950.00	\$20,950.00
Senior Lieutenant Detective	\$20,150.00	\$21,150.00

Section 2. In addition to salary, members shall receive longevity pay which shall be computed at one percent (1%) for every two (2) years of service with a maximum of ten percent (10%) after twenty (20) years of service. Thereafter longevity shall be computed at an additional one-half percent (1/2%) for every two (2) years to a maximum of 12.5% for thirty (30) years of service or more.

XXII. SCHOOL AND COLLEGE CREDITS

Section 1. Notwithstanding other compensation to which members of the Police Department may be entitled, all members of the Police Department of the Borough of Tenafly shall be eligible to receive a lump sum or salary increment based upon completion of stages of education as follows:

(a) Upon obtaining 32 credits towards an approved degree in Police Science - the lump sum of One Thousand Dollars (\$1,000.00)

(b) Upon obtaining sixty-four (64) cumulative credits as aforesaid the additional sum of Three Hundred Eighty Four Dollars (\$384.00) per year added to the base salary. Four Hundred Sixteen Dollars (\$416.00) in 1979.

(c) Upon obtaining 96 cumulative credits as aforesaid, the additional sum of Five Hundred Seventy Six (\$576.00) per year added to the base salary. Six Hundred Twenty-Four Dollars (\$624.00) in 1979.

(d) Upon obtaining 128 cumulative credits as aforesaid or a baccalaureate degree, an additional sum of Seven Hundred Sixty Eight Dollars (\$768.00) per year added to the base salary. Eight Hundred Thirty Two Dollars (\$832.00) in 1979.

(e) Each additional graduate credit as aforesaid - Two Dollars And Fifty Cents (\$250) per credit per year added to the base salary.

(f) Supplemental police academy training credits - Four Dollars (\$4.00) per credit per year added to the base salary. Four Dollars and Fifty Cents (\$4.50) in 1979.

Notwithstanding the aforesaid members shall elect by December 1 of the prior calendar year whether they are to be compensated by using credits towards a course or credits as per subsection F above since in no case shall a member be permitted to collect in any given year for both type credits.

Section 2. The Borough shall supply textbooks and tuition for members if the same is not covered by Federal or State sources, provided however, that the textbooks or other material shall remain the property of the Borough for use in the police library or for circulation to other students similarly situated. It is understood that the Borough shall not pay for Graduate Tuition.

Section 3. If the Borough requires any member to attend a seminar or other special course which is not creditable towards a degree in police science, the Borough shall have the option of supplying transportation to said seminar if Borough vehicles are available, or may compensate the member using his own car at a reimbursement rate of Fifteen Cents (\$.15) per mile; in this connection, the Borough may designate car pool arrangements so as to reduce or avoid duplication of mileage charges.

Section 4. The Borough shall reserve the right to require all members or some members to participate at no expense to the members in in-house training or evaluation programs of a type and for a duration to be determined by the training officer or upon approval by the Chief of Police. If formal training sessions are held outside normal duty hours, members shall be entitled to compensation at the overtime rate for such training session.

Section 5. In order for a member to be eligible for payment of credits for training courses and for graduate courses as set forth in sections (e) and (f) of section 1 herein, said credits shall be documented and certified by December 1, 1977 for purposes of being added on to the base salary in 1978 and similarly shall be certified as completed by December 1, 1978 in order to be added on to the base salary of 1979. Further in this regard, for payment of steps based upon the levels set forth in paragraphs (b), (c) and (d) of section 1, said degree must have been completed, certified and obtained no later than December 1 of the year preceding the year in which the step payment is to be made provided, however, that for purposes of 1978 alone step payments shall be made based upon courses and levels attained by January 31, 1978, the parties understanding that this is a special condition for 1978 alone and does not constitute a custom or past practice and that members for 1979 will be paid for step levels completed, certified and attained by December 1, 1978.

### XXIII. LEAVE OF ABSENCE

Section 1. Leaves of absence may be accorded to permanent full time members without loss of job status or seniority for a period of one hundred twenty (120) days in any two (2) calendar years for emergency situations. The determination of such emergency situations shall be within the discretion of the Mayor and Council. During such leaves, the Employee shall not be considered unemployed for purposes of collecting unemployment compensation.

Section 2. Benefits shall not accrue during such leave, however, the Employee upon his return shall be entitled to continue in his employment from the point which he began his leave of absence (i.e. the Employee picks up where he left off.)

Section 3. The Employer may at its option provide for insurance benefits (e.g. medical, life, etc.) either at its own costs or the Employer may elect to provide the coverage and surcharge the Employee in an amount equal to the cost of said group programs to the Town.

Section 4. Sporadic, part time, temporary or self employment work may be engaged in but said leave is not intended to permit an employee to experiment with a new full time job. The employee shall submit to the Chief all the facts bearing on his request and the Chief shall make recommendations to the Mayor and Council. Each case shall be considered on its merits and a denial shall not be the subject of a grievance. One renewal may also be requested. Normally such leave will not be granted for illness unless sick leave is exhausted or of for other cause, vacation is exhausted.

XXIV. PERSONNEL FILES

Section 1. 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.

Section 2. Any member of the Police Department may, by appointment, review his personnel file but this appointment for review must be made to the Chief of Police, or his designated representative.

Section 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.

Section 4. All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, except upon agreement by the parties.

Section 5. Complaints by any member of the Department need not be disclosed to the member by the Chief unless said complaint is to be made a part of the member's personnel file.

XXV. INVESTIGATION OF A POLICE OFFICER

Section 1. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.
5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering question.

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

7. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.



XXVI. DATA FOR FUTURE BARGAINING

*Section 1. The Borough agrees to make available to the Association all relevant public data the Association may require to bargain collectively, excluding attorney work product.*

XXVII. COURT TIME

Section 1. Should a member have to appear before the Grand Jury or before the Juvenile Court, County Court or Superior Court in conjunction with any matter arising out of the course of his employment or should he have to appear for a matter involving the Borough of Tenafly or in conjunction with a hearing held by the Director of Motor Vehicles or should he have to appear in conjunction with actions of the Borough of Tenafly as the issuing authority for any hearings before the Alcoholic Beverage Control Commission of the State of New Jersey, he shall receive overtime at the rate of one and one half (1-1/2) times his base salary with a minimum guarantee of two and one half (2-1/2) hours, provided that such appearance is not during his normal duty hours. In the event that a portion occurs during his normal duty hours, he shall not receive any overtime for the portion of his normal shift. If eligible for overtime, travel time shall be included.

Section 2. Should any member have to appear outside of his normal shift in the Tenafly Municipal Court, he shall be paid overtime for the time actually spend or two and one-half (2-1/2) hours, whichever is greater; travel time shall not be included.

Section 3. Payments for the above shall be made upon submission of proper voucher, and members shall be eligible therefore retroactive to January 1, 1978.

Section 4. Only the following types of appearances are covered by this clause:

- (a) All criminal proceedings.
- (b) All criminal-quasi proceedings.
- (c) All actions in which the Employer is a party.
- (d) All actions where the insurance carrier for the Employer is defending.
- (e) When subpoenaed by the Employer or its insurance carrier or a co-employee, on a work related or departmental matter.

## XXVIII. ASSOCIATION NOTIFICATION

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. It is recognized in cases of extreme emergency this Article shall not apply. Nothing in this Article shall be deemed, however, to prevent the Chief of Police from exercising his discretion to rotate personnel in their duties as may be required in his discretion to maintain the efficiency of the Police Department, and to make decisions affecting general scheduling, squad or division strength or time off. Changes in division assignments for an anticipated duration of more than one (1) week may be made at the discretion of the Chief. A notice of proposed change of assignment shall be posted on the bulletin board and members shall have seventy-two (72) hours to volunteer. If persons who have volunteered for reassignment have not been selected, they shall be notified by letter or interview of the general reasons for their non-assignment.

## XIX. PRIORITY FOR OVERTIME

Section 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 list.

Section 2. 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 Employer to by-pass an Employee or Employees on the seniority list. While this Agreement contemplates special situations as noted herein, 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.

Section 3. In the event three (3) names on the seniority roster refuse overtime, the Chief, or his designee, shall have the right to assign overtime as appropriate.

Section 4. It is understood that the purpose of this clause is to equalize the opportunity for overtime among the Employees covered by this Agreement. The equality of opportunity for overtime may be considered by a rank by rank basis. Nothing shall be deemed to require the total hours of overtime engaged in to be equalized.

Section 5. 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.

Section 6. With regard to what is commonly known as school or special details, such as ball games and dances and other similar details, it is agreed that the Employer will attempt to obtain full time Employees of the Police Department to work said details and will make an offer of such details to the regular full time Employees on the basis of the rotating seniority roster.

Section 7. It will be the obligation of the Employees to set up their own roster for school or special details.

XXX. BULLETIN BOARD

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

Section 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.

Section 3. No matter may be posted without receiving permission of the officially designated Association representative.

XXXI. MILITARY LEAVE

Military leave shall be granted in accordance with Federal and State laws, provided however, that during periods of twelve (12) days or more consecutive training duty, the Borough shall receive a credit against the member's salary for the amount of the member's compensation during said training period pursuant to law.



XXXII. PATROL CARS AND UNSAFE VEHICLES

Section 1. The Borough agrees to provide air conditioned patrol cars which shall be maintained by the Borough if budgetary constraints permit such acquisition.

Section 2. The Borough shall repair unsafe vehicles immediately or remove said vehicles from service.

Section 3. In the event it becomes necessary to have a member perform work on a Borough police vehicle, it shall be understood that such work is being done under a standing order and is within the scope of employment. In this connection, work shall be deemed to be limited to changing flat tires and adding snow chains and simple adjustments and shall not be deemed to mean major repair work to the engine or other parts of the vehicle.

Section 4. The Borough shall make every effort to insure that vehicles meet the standards established in Title 39 of the Revised Statutes.

Section 5. Operators believing defects exist on any vehicle shall file an incident report in a manner to be prescribed by the Chief of Police.

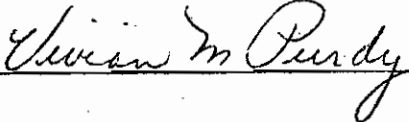
Section 6. In providing said automobiles, the Employer may purchase or lease automobiles so long as the vehicles involved conform to at least the state standard vehicle uniform purchase specifications.

XXXIII. DURATION OF AGREEMENT

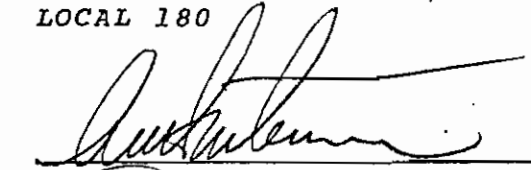
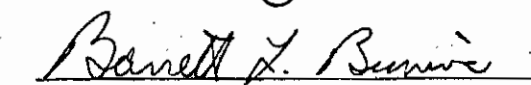
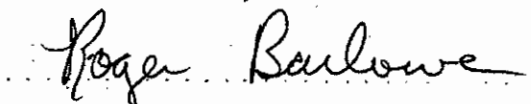
This agreement shall be effective as of January 1, 1978, and shall terminate on December 31, 1979. Bargaining for the next succeeding contract shall commence on or about August 1, 1979, or otherwise so as to comply with the schedules determined by the rules of the Public Employee Relations Commission. The terms of this Agreement shall continue in full force and effect until a new Contract is executed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

BOROUGH OF TENAFLY

  
\_\_\_\_\_  
Division M Purdy

TENAFLY POLICEMEN'S BENEVOLENT  
ASSOCIATION OF NEW JERSEY  
LOCAL 180

  
\_\_\_\_\_  
Richard J. Veres  
  
\_\_\_\_\_  
Bennett L. Bunn  
  
\_\_\_\_\_  
Roger Barlowe