

2330

COLLECTIVE BARGAINING AGREEMENT

Between

THE BOROUGH OF PALISADES PARK

and

PALISADES PARK PBA LOCAL NO. 45

JANUARY 1, 1995 THROUGH DECEMBER 31, 1997

LAW OFFICES:

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ARTICLE I

RECOGNITION

A. The Employer hereby recognizes the Association as the exclusive collective negotiation agent for all Patrolmen, Sergeants, Detective Sergeants, Lieutenants and Captains in the Police Department of the Employer.

B. The title of Policeman or Police Officer shall be defined to include the plural as well as the singular, and to include males and females.

C. All the terms, covenants and conditions herein contained shall inure to the benefit of and bind the respective parties hereto, their respective legal representatives, successors and assigns.

PREAMBLE

THIS AGREEMENT, made this day of , 1994 by and between the **BOROUGH OF PALISADES PARK**, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer", and **PBA LOCAL NO. 45**, hereinafter referred to as the "Association".

WHEREAS, the Employer and the Association 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 both parties.

NOW, THEREFORE, it is agreed as follows:

ARTICLE III

PROMOTIONS

The Borough agrees to consider qualified members with the Association for advancement and/or promotion of a temporary or permanent nature.

this Section.

The designated Association representative shall be granted reasonable time with pay during his scheduled working hours to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with Employer officials. There shall be no overtime or compensatory time credited under

originate with, and are authorized by the Association or its Officers.

(b) The transmission of such messages and information which shall

with the provision of the Collective Bargaining Agreement.

(a) The investigation and presentation of grievances in accordance

activities:

The authority of the representative and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and

representatives and the alternates and notify the Employer of any changes.

The Association shall furnish the Employer in writing the names of the

Agreement.

representatives within the Department and alternates for the enforcement of this

The Employer recognizes the right of the Association to designate

ASSOCIATION REPRESENTATIVES

ARTICLE II

ARTICLE V

FUTURE BARGAINING

The parties shall not, during the term of this Agreement, be required to negotiate with respect to any issue except insofar as there may be a unilateral change in terms and conditions of employment flowing from any permissible management decision or action. In the event such occurs, the parties agree to negotiate the impact of same and if they cannot reach agreement, they may utilize interest arbitration as set forth in N.J.S.A. 34:13A-5.3 et seq. to resolve the impact of such permissible management decisions or action, all consistent with law. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

sex or national origin.

Pursuant to Chapter 303, Public Laws, 1968, as amended, the Employer hereby agrees that every Police Officer shall have the right to freely organize, join and support the Association, the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer 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 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 Association, the PBA and its affiliates, his participation in any lawful activities of the Association, the PBA, and its affiliates, collective negotiations with the Employer or his institution of any lawful grievance, complaint or proceeding under this Agreement, as prescribed by the Statutes of the State of New Jersey. The PBA, or any of its agents, shall not intimidate or coerce Employees into membership. Neither the Borough nor the PBA shall discriminate against any Employees because of race, creed, color, age (except as required by law), sex or national origin.

EMPLOYEES' BASIC RIGHTS

ARTICLE IV

ARTICLE VII

MANAGEMENT OF THE BOROUGH'S AFFAIRS

There are areas of responsibility and control reserved to the Borough acting through its duly authorized representatives in order for the Governing Body of the Borough to serve the public effectively and in accordance with law. It is mutually understood and agreed, by and between the parties hereto, that the right to manage the affairs of the Borough and to direct the working forces and operations of the Police Department and all other Departments of the Borough, subject only to the specific limitations of this Agreement and applicable State Law, is vested in and retained by the Borough exclusively.

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

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

EXISTING LAW

ARTICLE VI

ARTICLE IX

SALARIES AND SENIOR OFFICER DIFFERENTIAL

A. The salary schedule for members of the bargaining unit shall be as set forth in **Schedule A** annexed.

B. An Employee shall be considered permanent and off of Probationary status when said Employee has completed four (4) months of service following successful completion of the **Basic Police Training Academy**.

C. Employees covered by this Agreement who have completed twenty (20) years of police service shall be entitled to a new benefit term "Senior Officer Differential". The Senior Officer Differential benefit shall be an increase in the base rate of pay by an amount equal to one half ($\frac{1}{2}$) the difference between the employee's then current base rate and the base rate for the next higher rank. For example, a patrolman having completed twenty (20) years of service would receive a patrolman's pay expanded by one-half ($\frac{1}{2}$) the difference between the patrolman's base rate of pay and the Sergeant's base rate of pay. In each case employees qualifying for Senior Officer Differential shall have their current rank and the next higher rank in progression used for this calculation. The highest bargaining unit rank, Captain, shall receive a Senior Officer Differential, when qualifying with twenty years of service, which is equal to the average percentage value rank differential available to qualifying officers in lower ranks.

MAINTENANCE OF OPERATIONS

ARTICLE VIII

A. Consistent with law and with the terms of this Agreement, each of the parties hereto agree that they will fulfill their obligation to one another and further agree that they shall not interfere with the operation of the Borough or the operation of the Association respectively.

B. Nothing contained in this Agreement shall be construed to limit or restrict the Borough or the Association in their right to seek and obtain such judicial relief or administrative relief as they may be entitled to have in law or equity for injunction or damages or both in the event of a breach by the Borough or its agents or by the Association or its agents.

C. The Borough agrees that it will not lock out its Employees and the Association agrees that it will not authorize any strike. The Association will make every effort to discourage any strike action and will cooperate fully with the Borough to meet this end.

E. Court time, as referred to in this Article, shall consist of all time, excluding regular tour of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other courts or Administrative Bodies except for appearances in Civil Cases in Superior Court.

All such required court time shall be considered as overtime and shall be compensated in accordance with Section B above.

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 Palisades Park and the pertinent Court or Administrative Body.

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 Palisades Park provided, however, that such travel time shall be computed between the Borough of Palisades Park and the pertinent Court or Administrative Body.

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 Palisades Park provided, however, that the Employee's entitlement to overtime under this Article shall not be

ARTICLE X

HOURS AND OVERTIME

- A. The existing schedule for Employees covered by this Agreement shall be maintained pursuant to prior practice. The annual work schedule shall be posted not later than the tenth (10th) day of January. The normal work day shall be eight (8) hours which shall include appropriate meal and rest periods pursuant to prior practice.
- B. It is recognized that the needs of the Borough may require overtime work beyond the Employee's standard daily or weekly work schedule although it is the stated policy of the Borough that every reasonable effort shall be made to avoid the necessity of overtime work whenever and wherever possible. Effective work in excess of the Employee's basic work week or tour for a day is overtime and shall be computed at the time and one-half rate of pay (150% of the hourly rate), to be paid in cash or compensatory time at the option of the Employee.
- C. Should any Employee be recalled for extra duty during the Employee's off-duty time, the Employee shall be entitled to a minimum of two (2) hours overtime as defined in Section B above. There shall be no payment for Employee's participation in Borough parades provided that Employee participation is on a voluntary basis.
- D. Employees designated or authorized by the Chief to attend training courses which are beyond the Employee's normal tour for a day or work week shall be entitled to overtime as defined by Section B, above. However, travel time shall not be included for purposes of overtime herein.

ARTICLE XI

CLOTHING ALLOWANCE

A. Each Employee shall receive from the Employer the sum of Five Hundred Seventy-Five (\$575.00) Dollars as a clothing allowance to be paid within sixty (60) days after approval by the State of the annual Municipal Budget. The annual Clothing allowance shall be paid not later than the first pay period of April of each year.

B. This payment shall be made to plainclothed as well as uniformed Employees.

C. If the Employer decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items unless such changed items are at the request of the PBA. The Borough may reasonably require an Employee to replace shabby or worn uniforms at the Employee's expense.

D. Any item or items of an Employee's uniform or equipment (excluding personalty such as jewelry) required in his capacity as a Police Officer which may be damaged as a result of a single violent episode involving a third person during the course of his duties shall be replaced at the expense of the Borough. Damage due to the Employee's negligence, non-violent accident and ordinary wear and tear is not covered by the terms of this Section.

less than two (2) hours.

Exclusive of the actual time required in the Court or Administrative Body, on-call

time pursuant to a subpoena shall be compensated at the rate of Ten (\$10.00) Dollars

per day.

F. All overtime compensation pursuant to this Article shall be paid the

second Friday after the overtime is earned.

G. The Borough shall allow for an equal opportunity for overtime and

maintain a separate Detective list for overtime availability.

ARTICLE XIII

BEREAVEMENT LEAVE

Leave with pay for purposes of bereavement shall be provided for Employees covered by this Agreement in accordance with Ordinance 805 currently in effect. Immediate family for purposes of this clause shall be those individuals listed in the Ordinance and, in addition, the Employee's father-in-law and mother-in-law.

ARTICLE XII

HOLIDAYS AND PERSONAL LEAVE

A. Each Employee shall receive thirteen (13) holidays per year. Compensation for these holidays shall be provided either (1) time off or (2) nine (9) days in time off plus one (1) week's pay.

B. Effective December 15 of the preceding year, notice must be given to the Chief of Police by each Employee as to the manner in which each Employee chooses to receive his holidays for the immediately succeeding year. This notice provision shall continue each year hereafter. Payment shall be within sixty (60) days after approval by the State of the Municipal Budget. Payment shall be made the first pay period of July.

C. Whenever an employee covered by this contract performs any work on any one of the following specially designated holidays then said employee shall receive, in addition to other benefits provided by this contract, four (4) hours of compensatory time. The specially designated holidays are as follows: New Years Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

D. Each member of the bargaining unit shall be entitled to two (2) personal days per annum which may be used at the Employee's discretion.

ARTICLE XV

MOTOR VEHICLE REIMBURSEMENT

Any Policeman using his own motor vehicle on official Police business with approval of the Chief of Police will be compensated at the Borough-wide rate per mile. The Policeman shall be reimbursed for parking fees and tolls upon presentation of a receipt.

LEAVE OF ABSENCE

ARTICLE XIV

All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed three (3) months. Said leave shall be renewable after three (3) months with approval of the Employer.

The Employer shall submit in writing all facts bearing on the request to the Chief of Police or his designated representatives who shall append his recommendations and forward the request to the Governing Body. The Governing Body shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an Employee's request for a leave of absence. There shall not be more than one (1) member of the bargaining unit on leave of absence at any time without the approval of the Employer.

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

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.

Seniority shall be retained during all leaves.

ARTICLE XVII

MEDICAL COVERAGE AND INSURANCE BENEFITS

A. The Employer shall provide enrollment in the hospital and medical benefit programs presently in existence, as well as major medical and Rider J coverage for Employees and their families.

B. Insurance coverage as provided herein shall be maintained by the Employer for each Employee upon his retirement as per the prior practice.

C. The Employer, at its sole cost, shall provide and maintain a full family dental program for the Employees and their dependents, providing the coverage pursuant to Plan IIIA plus orthodontic as stated in Appendix B annexed hereto.

D. The Employer shall provide and maintain a full family prescription program which shall be provided on a One (\$1.00) Dollar co-payment basis. Employees hired on or after January 1, 1995 shall be provided with a \$9.00 co-payment full family prescription program.

ARTICLE XVI

LONGEVITY

In addition to the regular base pay of the Employee, as is established under this Agreement, a member of the Police Department shall be entitled to two (2%) percent of the Employee's base annual salary per year after the first four (4) years of completed service by the Employee with the Police Department of the Borough and zero point five (.5%) percent of each completed year of service thereafter, with a maximum of ten (10%) percent after twenty (20) years of completed service. Thereafter, an Employee shall receive an additional one (1%) percent for each two (2) years of completed service, with a maximum of twelve (12%) percent. Employees hired on or after January 1, 1995 shall receive a longevity benefit of one-half (.5%) percent for each year to a maximum of seven (7%) percent. Then said employees hired on or after January 1, 1995 shall receive increased longevity of one additional percent at the start of the 22nd year, an additional one (1%) percent at the start of the 23rd year, and an additional one (1%) percent at the start of the 24th year, for a maximum of ten (10%) percent.

Longevity accrued under this Agreement shall be included in the Employee's periodic paycheck.

Placement on the longevity schedule shall be determined in accordance with anniversary date.

4. An Employee absent on sick leave for more than three (3) consecutive days shall submit acceptable medical evidence substantiating the illness if reasonably requested by the Borough.

ARTICLE XVIII

SICK TIME

1. All full time members of the within bargaining unit shall be granted unlimited sick leave as per the prior practice.

2. 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. In the event absence from duty is due to serious illness or accidentally emergency in the family, such absence shall be limited to three (3) days at any one (1) time but not to exceed five (5) days in any calendar year.

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 or evening tours and one (1) hour before the commencement on 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 absence and will be subject to appropriate disciplinary action.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as 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.

F. 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 XIX

WORK INCURRED INJURY

- A. When an Employee covered under this Agreement suffers a work-connected injury or disability the Borough shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.
- B. The Employee 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.
- C. 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, 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.
- D. For the purposes of this Article, injury or illness incurred while the Employee is attending an Employer-sanctioned training program shall be considered in the line of duty.

working days.

Commencing with the eleventh year until completion of Twenty (20) years of service, fifteen (15) working days.

Commencing with the twenty-first (21) year and thereafter, Twenty (20) working days.

Section C

For the purpose of this Article, a year shall be considered as the year commencing January 1 and ending December 31. In accordance with Ordinance No. 902-1979, vacation requests may be denied based upon maintaining adequate manpower levels. In the event any vacation period or portion thereof is not granted, such vacation time may be accumulated for the following year. If not so taken by the Employee, he shall receive monetary payment for the accumulated vacation days at that time.

VACATIONS

Section A

Each full time Employee of the Police Department subject to the terms of this Agreement shall enjoy the following vacation benefits:

Less than one full year of service, one (1) working day of vacation for each full month of service.

After one (1) year and until completion of nine (9) years of service, twelve (12) working days.

Commencing with the tenth year until completion of fifteen (15) years of service, fifteen (15) working days.

Commencing with the sixteenth (16) year and until completion of nineteen (19) years of service, seventeen (17) working days.

Commencing with the twentieth (20) year of service, and thereafter, twenty-four (24) working days of vacation.

The above schedule incorporates the presently existing policy.

Section B

For employees hired on or after January 1, 1995 the vacation benefit shall be as follows:

Less than one full year of service, one (1) working day of vacation for each full month of service.

After one (1) year and until completion of ten (10) years of service, twelve (12)

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 five (5) calendar days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the next ranking Officer in charge of the Department for determination.

C. STEP THREE

If the grievant wishes to appeal the decision of the Chief of Police (or the supervisor in charge if the Chief is absent), it shall be presented in writing to the Employer's Governing Body or its delegated representative, within five (5) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's Governing Body or its delegated representative may give the grievant the opportunity to be heard and will give his decision in writing within twenty (20) 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 twenty (20) calendar days the grievance shall be referred to the Public Employment Relations Commission for the

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

A. STEP ONE

The procedures for settlement of grievances shall be as follows:

For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Borough and any Employee with respect to the interpretation, application, or violation of the Department, or any matter affecting or impacting upon any Employee's safety. Minor discipline shall be included within the grievance definition. Minor discipline is defined as those circumstances where the penalty is five (5) days of suspension, or equivalent fine, or any lesser penalty.

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the complaints occurring under this Agreement, the following procedure shall be used. A grievance may be brought by an Employee or group of Employees covered by this Agreement or the Association.

GRIEVANCE PROCEDURE

ARTICLE XXII

INSURANCE

The Employer will provide insurance coverage to Employees covered under this Agreement protecting them from civil suits arising out of the performance of their duties as Police Officers, 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 the civil rights, except in the case of deliberate tort by the Employee.

selection of an Arbitrator, pursuant to the rules of PERC. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

2. The Arbitrator shall have no authority to add to or subtract from the Agreement.

3. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Borough's Governing Body or its representative on the grievance.

4. Employees covered by this Agreement shall have the right to process their own grievance, with or without a PBA representative or may select a representative of their own choosing.

5. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure. A failure to respond at any level within the time limits provided shall be deemed a denial of the grievance at that step.

ARTICLE XXIV

DATA FOR FUTURE BARGAINING

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

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

If any provision of this Agreement or any application of this Agreement to any Employee, member or group of Employees or members is held to be invalid by operation of law, by any Court, Administrative Body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3 et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall be affected thereby.

SEPARABILITY AND SAVINGS

ARTICLE XXIII

ARTICLE XXVI

OFF-DUTY POLICE ACTION

Under the provisions of N.J.S.A. 40A:14-152.1 and N.J.S.A. 40A:14-152.2 exacted by Laws of 1977, Chapter 436 effective March 2, 1978.

ARTICLE XXV

RIGHTS OF PARTIES

Each party hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in them arising out of the Laws and Constitution of the State of New Jersey and the United States. The parties to this Agreement recognize the Borough's right to assign work and personnel pursuant to law. The Union recognizes and agrees that the nature and mission of the Borough requires the exercise of the rights granted to it by the State of New Jersey and that the Borough possesses the sole right to carry out its mission and/or goals, and that all statutory management rights to repose in the Borough. However, such rights must be exercised consistent with the intent of the provisions of the Agreement and rights granted Employees by law.

In accordance with N.J.S.A. 34:13A-5.3 et seq., proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

ARTICLE XXVIII

SHIFT CHANGES

The Employer agrees that it will not indiscriminately adjust shifts so as to avoid overtime payment to Employees covered by this Agreement. A minimum of forty-eight (48) hours notice shall be given on any change of shift. Any change of shift on less than forty-eight (48) hours notice shall entitle the Employee to two (2) additional hours of pay at the straight time rate. This clause shall not be interpreted so as to limit the Employee's duties of manning and staffing.

ARTICLE XXVII

EXCHANGE OF DAYS OFF

Any members of the Department may exchange hours or tours of duty or days off provided such does not exceed two (2) days per month. However, the Employer shall not incur any additional expense by virtue of this Article and prior notification of forty-eight (48) hours shall be given to the Chief of the Department. With the consent of the Chief of the Department, an Employee may exchange more than two (2) days in any month.

ARTICLE XXX

SAFETY AND HEALTH

The Employer shall at all times maintain working conditions to insure maximum safety for all Employees.

PERSONNEL FILES

ARTICLE XXIX

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

Any member of the Police Department may at any time review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative. Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut if he so desires, and he shall be permitted to place said rebuttal in his file.

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

ARTICLE XXXII

DEATH BENEFITS

The estate of any deceased Employee shall receive benefits as follows:

- A. All salary earned but unpaid at the time of death.
- B. Any unused earned vacation pay.
- C. Any unused earned holiday pay.
- D. Earned termination pay.

BULLETIN BOARD

ARTICLE XXXI

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

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.

No matter may be posted without 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.

ARTICLE XXXIV

POLICE VEHICLES

All Police automobiles except unmarked vehicles purchased after the execution of this Agreement shall have the same or comparable equipment as that vehicle identified as car No. 160 and the Employer will make every effort to keep such equipment in a good state of repair. Employees under agreement are not responsible for the maintenance and repair of all Police vehicles subject to existing emergency conditions at the time.

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

FURTHER NEGOTIATIONS

ARTICLE XXXIII

ARTICLE XXXVI

TERMINAL LEAVE

A. The present practice of providing "terminal leave pay" shall be maintained as follows:

After ten (10) years of completed service.....1 month

After twenty (20) years of completed service.....2 months

After twenty-five (25) years of completed service...3 months

After thirty (30) years of completed service.....4 months

B. In addition to Section A herein, and for the purposes of this subsection only, each Employee shall receive fourteen (14) days illness leave per year. All unused days up to a maximum of five (5) days each year shall be credited annually to each Employee and shall accumulate from year to year. Such accumulation shall not exceed twenty (20) work days. Upon retirement, each Employee shall receive compensation for such accumulation either in time with full pay and benefits or cash at the Employee's then existing rate of pay, at the Employee's option.

All Police quarters shall have adequate air conditioning, heating, hot water, sanitary facilities, reasonably private locker rooms.

FACILITIES

ARTICLE XXXV

ARTICLE XXXVIII

NO WAIVER

Except as otherwise provided in this Agreement the failure to enforce any provision of this Agreement or exercise rights pursuant thereto by either the Employee or the Borough shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees and/or the Borough herein are entitled. No term or provision of this Agreement may be unilaterally waived by either party absent mutual consent of both parties.

ARTICLE XXXVII

REPLACEMENTS

No full time Employee covered by this Agreement shall be replaced by any non-Police Officer, part time or other personnel.

No post presently filled by a full time Employee covered by this Agreement shall be covered by any non-Police Officer, part time or other personnel.

ARTICLE XL

TERM OF CONTRACT

This Agreement shall have a term from January 1, 1995 through December 31, 1997. If the parties have not executed a successor agreement by December 31, 1997, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

ATTEST:

Marie D. Russo

By: William J. Marocco
BOROUGH OF PALISADES PARK

ATTEST:

Marie D. Russo

By: Capt Leonard Cottrell
PALISADES PARK PBA LOCAL 45

ARTICLE XXXIX

Section 1. Any permanent employees in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

SCHEDULE A-2

SALARY SCALE

	<u>Eff.</u> <u>1/1/95</u>	<u>Eff.</u> <u>1/1/96</u>	<u>Eff.</u> <u>1/1/97</u>
<u>Patrolman</u>			
1st Year	\$25,000	\$25,000	\$25,000
2nd Year	31,553	33,130	34,787
3rd Year	37,290	39,154	41,112
4th Year	43,026	45,177	47,436
5th Year	48,763	51,201	53,761
After completion of 5th year (maximum)	57,134	59,990	62,990
<u>Sergeant</u>	59,458	62,431	65,553
<u>Lieutenant</u>	62,512	65,637	68,919
<u>Captain</u>	65,503	68,778	72,217

**SCHEDULE A-1
SALARY SCALE**

	Eff. 1/1/95		Eff. 1/1/96		Eff. 1/1/97
Patrolman					
1st Year	\$34,031		\$35,732		\$37,519
2nd Year	54,014		56,715		59,551
3rd Year	55,590		58,370		61,288
4th Year	57,134		59,990		62,990
Sergeant					
	59,458		62,431		65,553
Lieutenant					
	62,512		65,637		68,919
Captain					
	65,503		68,778		72,217