

AGREEMENT

BETWEEN

BOROUGH OF SADDLE RIVER
BERGEN COUNTY, NEW JERSEY

-and-

NEW JERSEY POLICE BENEVOLENT ASSOCIATION
LOCAL NO. 348

JANUARY 1, 2025 through DECEMBER 31, 2029

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PREAMBLE

This Agreement (“Agreement”) entered into this 21st of Oct, 2024 by and between the Borough of Saddle River, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the “Borough”, and the New Jersey Policemen’s Benevolent Association, Local 348, hereinafter referred to as the “Association”, represents the complete and final understanding on all bargainable issues between the Borough and the Association.

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ARTICLE 1

RECOGNITION

- A. The Borough hereby recognizes the Association as the sole and exclusive collective negotiation agent and representative for all full-time employees of the Borough of Saddle River employed as patrol officers, sergeants and lieutenants of the Borough Police Department, but excluding all other employees of the Police Department, professional employees, supervisors and all other Borough employees.



ARTICLE 2

MANAGEMENT RIGHTS

- A. The Borough 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:
1. The executive management and administrative control of the Borough and its properties and facilities, and the activities of its employees;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees;
 3. To suspend, demote, discharge, or take other disciplinary action for good and just cause;
 4. To make all such decisions relating to the performance of the Borough's operations and maintenance activities; and,
 5. To determine the work pace, work performance, levels and standards of performance of the employee.
- B. The exercise of the foregoing powers, rights, authority, duties or other 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 terms of this Agreement, and then only to the extent such terms hereof are in

accordance with the Constitutions and Laws of the State of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Borough in its exclusive right to administer the Borough and control the work of its personnel nor to deny or restrict the Borough or the Association in any of its rights, responsibilities and authority under N.J.S.A. 40 or 40A, or any other national, state, county or local laws or ordinances.



ARTICLE 3

NON-DISCRIMINATION

- A. The Borough and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, age, political affiliation, military service obligations, and/or any other classification protected by law.

- B. The Borough and the Association agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any activity. There shall be no discrimination by the Borough and the Association against an employee because of the employee's membership or non-membership or activity or non-activity in the Association.



ARTICLE 4

NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any personnel acting on its behalf, will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report to duty or willful absence of an employee from his/her position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Borough.
- B. The Association agrees that it will take reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other aforementioned activity.
- C. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in such activity by any Association member shall be deemed grounds for disciplinary action, including possible termination of employment of such employee or employees.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Association or any of its members.

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ARTICLE 5

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.
- C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or alleged violation of policies, agreements and administrative decisions affecting them or any claimed violation of the terms of the Agreement.
2. No grievance may proceed beyond Step 2 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of terms and conditions of this Agreement. Disputes concerning terms and conditions of employment preempted by Statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 2 herein.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual written consent:



Step 1

The aggrieved or the Association shall institute action under the provisions hereof within thirty (30) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance. The Chief of Police shall respond to the grievance in writing within 15 calendar days of the initial discussion.

Step 2

If no agreement can be reached within fifteen (15) calendar days of the initial discussion with the Chief of Police, the employee or the Association may present the grievance in writing within fifteen (15) calendar days of the receipt of the Chief of Police's response by the Association or from the date that the response was due if not received, to the Borough Administrator or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract allegedly violated, and the remedy requested by the grievant. The Borough Administrator or his designated representative will answer the grievance in writing within fifteen (15) calendar days of receipt of the written grievance.

Step 3

If the grievance is not settled in Step two (2), only the Association or Borough may appeal the decision of the Borough Administrator or his designee to binding



arbitration. Either the Association or the Borough shall file for arbitration within 30 calendar days of receipt of the Borough Administrator's written decision or when the decision was due if none provided, pursuant to the rules and regulations of the Public Employment Relations Commission (PERC). The costs of the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

The decision of the arbitrator shall be final and binding.

- E. 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 the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE 6

SALARIES

- A. Effective as of January 1, 2010, the provisions of a former Agreement relating to Senior Differential shall be deleted and no further payment shall be made pursuant thereto.
- B. Effective January 1, 2021, the Borough shall have the authority to hire lateral transfers to the Borough of Saddle River Police Department up to and including Step 4 (Fourth Year) on the Police Salary Guide (Schedule A-3 herein), unless otherwise agreed to by the Association and the Borough.
- C. For all current employees (hired on or before January 2, 2014) the following (existing) salary guide shall remain in effect. All such employees shall be entitled to a yearly two (2.00%) percent salary increase calculated utilizing their base salary from the prior year of employment. No officers are currently in steps one through eight.

SCHEDULE A-1

SALARY GUIDE FOR EMPLOYEES HIRED ON OR BEFORE JANUARY 2, 2014

| Effective | <u>1/1/2025</u> | <u>1/1/2026</u> | <u>1/1/2027</u> | <u>1/1/2028</u> | <u>1/1/2029</u> |
|-------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| NINTH YEAR | \$187,647 | \$191,400 | \$195,228 | \$199,133 | \$203,115 |
| SERGEANT | \$203,787 | \$207,862 | \$212,020 | \$216,260 | \$220,585 |
| LIEUTENANT | \$214,472 | \$218,761 | \$223,137 | \$227,599 | \$232,151 |

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D. For employees hired after January 2, 2014 the following salary schedule shall be in effect for the contract period. New employees hired after January 2, 2014 shall also be entitled to a yearly two (2.00%) percent salary increase calculated utilizing their base salary from the prior year of employment.

SCHEDULE A-2
SALARY GUIDE FOR EMPLOYEES HIRED AFTER JANUARY 2, 2014

| Effective | <u>1/1/2025</u> | <u>1/1/2026</u> | <u>1/1/2027</u> | <u>1/1/2028</u> | <u>1/1/2029</u> |
|--------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Begin/In Academy | \$39,394 | \$40,182 | \$40,986 | \$41,806 | \$42,642 |
| 1ST YEAR | \$44,979 | \$45,878 | \$46,796 | \$47,732 | \$48,687 |
| SECOND YEAR | \$50,561 | \$51,572 | \$52,604 | \$53,656 | \$54,729 |
| THIRD YEAR | \$61,730 | \$62,965 | \$64,224 | \$65,508 | \$66,819 |
| FOURTH YEAR | \$72,898 | \$74,356 | \$75,843 | \$77,360 | \$78,907 |
| FIFTH YEAR | \$84,067 | \$85,748 | \$87,463 | \$89,212 | \$90,996 |
| SIXTH YEAR | \$95,236 | \$97,140 | \$99,083 | \$101,065 | \$103,086 |
| SEVENTH YEAR | \$106,403 | \$108,531 | \$110,702 | \$112,916 | \$115,174 |
| EIGHTH YEAR | \$117,572 | \$119,924 | \$122,322 | \$124,769 | \$127,264 |
| NINTH YEAR | \$128,741 | \$131,316 | \$133,942 | \$136,621 | \$139,354 |
| TENTH YEAR | \$139,910 | \$142,708 | \$145,562 | \$148,474 | \$151,443 |
| ELEVENTH YEAR | \$151,078 | \$154,099 | \$157,181 | \$160,325 | \$163,531 |
| TWELVETH YEAR | \$162,246 | \$165,490 | \$168,800 | \$172,176 | \$175,620 |
| THIRTEENTH YEAR | \$173,414 | \$176,883 | \$180,420 | \$184,029 | \$187,709 |
| FOURTEENTH YEAR | \$187,647 | \$191,400 | \$195,228 | \$199,133 | \$203,115 |
| SERGEANT 1ST YEAR | \$192,028 | \$195,869 | \$199,786 | \$203,782 | \$207,857 |
| SERGEANT 2ND YEAR | \$203,787 | \$207,862 | \$212,020 | \$216,260 | \$220,585 |
| LIEUTENANT | \$214,472 | \$218,761 | \$223,137 | \$227,599 | \$232,151 |

E. For employees hired after January 1, 2025 the following salary schedule shall be in effect for the contract period. New employees hired after January 1, 2025 shall also be entitled to a yearly two (2.00%) percent salary increase calculated utilizing their base salary from the prior year of employment.

SCHEDULE A-3

SALARY GUIDE FOR EMPLOYEES HIRED AFTER JANUARY 1, 2025

| Effective | <u>1/1/2025</u> | <u>1/1/2026</u> | <u>1/1/2027</u> | <u>1/1/2028</u> | <u>1/1/2029</u> |
|-----------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Year 1 | \$45,000 | \$45,900 | \$46,818 | \$47,754 | \$48,709 |
| Year 2 | \$50,000 | \$51,000 | \$52,020 | \$53,060 | \$54,122 |
| Year 3 | \$60,000 | \$61,200 | \$62,424 | \$63,672 | \$64,946 |
| Year 4 | \$70,000 | \$71,400 | \$72,828 | \$74,285 | \$75,770 |
| Year 5 | \$85,000 | \$86,700 | \$88,434 | \$90,203 | \$92,007 |
| Year 6 | \$90,000 | \$91,800 | \$93,636 | \$95,509 | \$97,419 |
| Year 7 | \$100,000 | \$102,000 | \$104,040 | \$106,121 | \$108,243 |
| Year 8 | \$105,000 | \$107,100 | \$109,242 | \$111,427 | \$113,655 |
| Year 9 | \$110,000 | \$112,200 | \$114,444 | \$116,733 | \$119,068 |
| Year 10 | \$115,000 | \$117,300 | \$119,646 | \$122,039 | \$124,480 |
| Year 11 | \$120,000 | \$122,400 | \$124,848 | \$127,345 | \$129,892 |
| Year 12 | \$125,000 | \$127,500 | \$130,050 | \$132,651 | \$135,304 |
| Year 13 | \$130,000 | \$132,600 | \$135,252 | \$137,957 | \$140,716 |
| Year 14 | \$140,000 | \$142,800 | \$145,656 | \$148,569 | \$151,541 |
| Year 15 | \$150,000 | \$153,000 | \$156,060 | \$159,181 | \$162,365 |
| Year 16 | \$160,000 | \$163,200 | \$166,464 | \$169,793 | \$173,189 |
| Year 17 | \$170,000 | \$173,400 | \$176,868 | \$180,405 | \$184,013 |
| Year 18 | \$180,000 | \$183,600 | \$187,272 | \$191,017 | \$194,838 |
| Year 19 | \$187,647 | \$191,400 | \$195,228 | \$199,132 | \$203,115 |
| Sergeant 1 st Year | \$192,028 | \$195,869 | \$199,786 | \$203,782 | \$207,857 |
| Sergeant 2 nd Year | \$203,787 | \$207,863 | \$212,020 | \$216,260 | \$220,586 |
| Lt. Less than 15 years employment | \$207,000 | \$211,140 | \$215,363 | \$219,670 | \$224,063 |
| Lt. 15 years employment or more | \$214,472 | \$218,761 | \$223,137 | \$227,599 | \$232,151 |

ARTICLE 7

OUT OF TITLE WORK

Effective as of January 1, 1997, the provisions relating to out of title work shall be deleted and no further payment shall be made pursuant thereto.



ARTICLE 8

LONGEVITY

Effective as of January 1, 2010, the provisions relating to Longevity pay shall be deleted and no further payment shall be made pursuant thereto.

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ARTICLE 9

OVERTIME

- A. Overtime compensation shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay including Salary (Article 6), College Credit (Article 18) for all overtime, including municipal court overtime.
- B. If an employee is called in for duty during his/her time off, he/she shall receive a minimum of four (4) hours of overtime pay. If an employee is required to appear in the Borough Municipal Court during his/her time off, he/she shall receive a minimum of four (4) hours of overtime pay. All other required Court appearance outside of the Borough will be recognized as "call-in" (i.e. subpoena, etc.) and shall be paid at the four (4) hour minimum. This section shall not apply to extensions of the regular tour of duty that are contiguous with the end or beginning of the officer's regular work hours.
- C. If an employee is called in on a listed holiday, he/she shall receive an additional day off.
- D. 1. A scheduled tour of duty shall be eight (8) hours.
2. Employees shall have a minimum of sixteen (16) hours off between scheduled tours of duty.
3. Should the Borough schedule an employee to work a tour of duty prior to the employee receiving the sixteen (16) hour minimum above, the employee shall receive compensation at the overtime rate for the first four (4) hours of the shift, and compensation at the straight time rate for the second four (4) hours of the shift.
4. Effective January 1, 2000, the parties hereto entered into a Memorandum of Understanding ("MOU") implementing a new work schedule on a trial basis. It is

agreed that the duration of the MOU shall be extended through and including December 31, 2029 and shall supersede the provisions of Section (D)(1), (2) and (3) of this Article.

- E. All overtime compensation shall be calculated on a bi-weekly basis and paid bi-weekly.
- F. At the option of the employee, overtime compensation may be taken as time off in lieu of monetary compensation in accordance with and subject to the following except as otherwise approved by the Chief of Police:
 - 1. Time off shall be earned at the rate of one and one-half (1 ½) hour for every hour worked but shall be taken in minimums of two (2) hour units, upon prior notice to and approval by the Tour Commander.
 - 2. Such time shall not result in additional overtime and shall be subordinate in priority to vacation, holidays, personal days and emergencies.



ARTICLE 10

VACATION LEAVE

A. Employees shall be entitled to vacations based upon length of service as hereinafter provided.

| <u>Years of Service</u> | <u># of Days Vacation</u> |
|--|---------------------------|
| Up to 1 year of service | 5 working days |
| From 1 to 5 years of service | 10 working days |
| In the 6 th year of service | 11 working days |
| In the 7 th year of service | 12 working days |
| From 8 through 10 years of service | 15 working days |
| From 11 through 15 years of service | 20 working days |
| Over 15 years of service | 23 working days |
| Over 20 years of service | 25 working days |

B. If an employee's regular pay day falls on a day during the employee's vacation, said employee shall receive his/her pay prior to leaving for vacation.



ARTICLE 11
HOLIDAY LEAVE

- A. All employees shall be entitled to thirteen (13) paid holiday leave days per year.
- B. Employees may elect to receive monetary compensation for up to six (6) holiday leave days in lieu of time off. Such compensation shall be at the straight time base rate of pay for the employee.
- C. Employees electing to receive monetary compensation pursuant to Section B of this Article must notify the Chief of Police and the Borough Administrator prior to November 1 of each calendar year as to the number of holidays for which the employee elects to receive monetary compensation. Payments made by the Borough to the employee shall be made in January of the following calendar year. Failure to make the proper timely notification will disqualify the employee from receiving monetary compensation pursuant to this Article.
- D. In addition to the holidays set forth above, all employees shall receive an additional holiday when an emergency closure occurs and the Borough offices are closed for a full day due to a weather event or other emergency.

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ARTICLE 12

SICK LEAVE

- A. All employees shall be entitled to fifteen (15) days of paid sick leave per year which are cumulative up to a maximum of three-hundred (300) sick days.
- B. If an employee utilizes zero (0) sick days during the period from January 1 through June 30 of each year, and zero (0) sick days during the period from July 1 through December 31 of each year, he/she shall be entitled to one (1) personal day for each such six (6) month period, to be taken during the following calendar year in addition to the personal days provided in Article 17.
- C. Commencing in 2003, all employees shall participate in the Borough's short-term disability program (hereinafter referred to as the "Program") upon the following terms and conditions:
 - 1. The annual premium for the Program shall be shared equally by the employee and the Borough.
 - 2. The employee shall be eligible to apply for the Program benefits for any non-work related injury or illness after eight (8) calendar days from the date of an injury or illness which causes a disability, as determined by a physician. For purposes of this Article, the first date on which benefits under the Program are available to the employee shall be defined as the "Commencement Date." The Commencement Date shall be the 9th day from the date of the injury or illness.
 - 3. The maximum period of disability under the Program will be six (6) calendar months from the Commencement Date. During the disability period: (i) the

employee will no longer be charged with sick time under the terms of this Contract;

(ii) he/she shall continue to receive the full pay and benefits to which he/she is entitled under this Contract and, the Borough shall pay the differential between the disability payments made pursuant to the Program and the employee's full pay;

4. If the period of disability exceeds six (6) months from the Commencement Date, benefits under the Program shall terminate and the employee shall be required to utilize sick days in accordance with this Contract.

D. Upon retirement, all employees hired after January 2, 2014 shall be entitled to fifty percent (50%) of their accrued unused sick leave, not to exceed Fifteen Thousand Dollars (\$15,000.00). If the New Jersey Legislature should enact new legislation which places a monetary cap on such entitlement, the new legislation shall take precedence upon the expiration of the Collective Negotiations Agreement unless otherwise specified by the Legislature. Current Legislature states that all employees hired on or after May 21, 2010 are capped at \$15,000.



ARTICLE 13

TERMINAL LEAVE

- A. (1) All employees retiring in 2021 under the Policemen's and Firemen's Retirement System (PFRS) shall, upon retiring, receive sixty (60%) percent of his unused accumulated sick leave, not to exceed one hundred fifty (150) paid days, provided that the employee has accumulated at least forty five (45) unused sick days.
- (2) All employees retiring on or after January 1, 2022 shall, upon retiring, be paid for unused, accumulated sick leave on the basis of one (1) day's terminal leave for every two (2) accumulated days, not to exceed one-hundred fifty (150) paid days, provided the employee has accumulated at least forty-five (45) unused sick days, subject to such limitation as shall be imposed by applicable state statute.
- B. In order for an employee to be eligible for the benefits enumerated in Section A of this Article, the employee must be eligible for full or disability retirement under PFRS. If an employee dies while an employee of the Borough, the employee's designated pension beneficiary shall receive the employee's terminal leave payment for unused accumulated sick leave on a basis of one (1) day's terminal leave payment for every two (2) accumulated days not to exceed one hundred fifty (150) paid days provided that the employee has accumulated at least forty five (45) days.
- C. An employee terminating his/her employment for any reason other than those enumerated above shall not be reimbursed for any unused accrued sick leave.
- D. To be eligible for the above enumerated retirement benefits, the employee must notify the Borough at least three (3) months prior to the employee's projected date of retirement.

ARTICLE 14

ILLNESS IN FAMILY LEAVE

- A. Unit members are subject to the provisions of the New Jersey Family Leave Act and/or other applicable laws. In addition, Association, unit members shall be entitled to three (3) days off without loss of pay for the serious illness of a member of his/her immediate family.
- B. The immediate family includes father, mother, sister, brother, spouse, civil union partner, registered N.J. Domestic Partner, child (including stepchildren), mother-in-law, father-in-law, grandfather and grandmother.



ARTICLE 15

BIRTH LEAVE

Employees are subject to the provisions of the New Jersey Family Leave Act and/or other applicable laws. In addition, Association unit members shall be entitled to three (3) days off without loss of pay for the birth of his/her child; said work days must be used within ninety (90) days of the child's birth.



ARTICLE 16

BEREAVEMENT LEAVE

- A. In case of the death of a father, mother, grandfather, grandmother, grandchild, spouse, civil union partner, registered N.J. Domestic Relations Partner, son, daughter, stepson or stepdaughter, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, an officer shall receive time off with pay for five (5) work days which must be used within fourteen (14) calendar days of the date of death.
- B. In the case of death of an uncle, aunt, nephew, niece or cousin of the first degree, an employee will be allowed time off at his/her regular rate of pay for the day of the funeral or similar service only.
- C. With prior approval of the Chief of police, bereavement leave with pay may be extended.



ARTICLE 17

PERSONAL LEAVE

- A. All employees shall be granted two (2) personal leave days per year without loss of pay, in addition to any other leave the employee may be entitled to.
- B. Personal leave days may be taken by the employee at any time during the year upon providing a written request to the Chief of Police at least seventy-two (72) hours prior to the desired time off. When personal days are requested pursuant to this Section, the employee may not be required to give the reason for said personal leave.
- C. In cases of emergency, an employee need not give the required seventy-two (72) hour notice. However, the employee may be required to give the reason for said emergency.



ARTICLE 18

COLLEGE CREDIT

All personnel employed by the Borough as of January 1, 1997 shall receive: (1) \$750.00 annual college credit compensation if they received no such compensation prior to January 1, 1997; or, (2) \$750.00 college credit compensation in addition to the amount to which they were entitled on December 31, 1999 pursuant to prior practice. All employees hired after January 1, 1997 shall not be entitled to college credit compensation under this Article.

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ARTICLE 19

CLOTHING ALLOWANCE

- A. Effective January 1, 2022, the parties eliminated the annual clothing allowance through collective negotiations.
- B. Clothing and equipment, if damaged in the line of duty, shall be replaced by the Borough, subject to the written approval of the Chief of Police who shall set forth that such damage occurred in the line of duty and the facts in support thereof.
- C. The actual cost of repairing or replacing an Officer's ring(s) and/or watch, up to a maximum of two hundred dollars (\$200.00) for both items, if damaged or lost in the line of duty, shall be paid by the Borough. Such payment shall be subject to the written approval of the Chief of Police who shall set forth that such damage or loss occurred in the line of duty and the facts in support thereof, together with presentation of a paid bill for the cost thereof by the Officer.
- D. The actual cost of repairing or replacing a Police Officer's regular eyeglasses or contact lenses, if lost or damaged in the line of duty, shall be paid by the Borough. Such payment shall be subject to the written approval of the Chief of Police which shall set forth that such damages or loss occurred in the line of duty and the facts in support thereof, together with presentation of a paid bill for the cost thereof by the Officer.



ARTICLE 20

EMERGENCY RECALL ALLOWANCE

(A) In order to formalize the existing provision requiring each officer to maintain a cellular phone for "Emergency Recall", all employees shall receive an emergency recall allowance of One Hundred and Fifty Dollars (\$150.00) per year. Said emergency recall allowance shall be paid by check to each employee in February of each year.

(B) Effective January 1, 2022, the emergency recall allowance shall be eliminated.

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ARTICLE 21

MILEAGE ALLOWANCE

- A. When an employee must use his/her personal vehicle for any official police business, he/she shall receive a mileage allowance at the current IRS rate per mile.
- B. Mileage allowance will be given only when the employee received prior approval from the Chief of Police to use his/her own personal vehicle for official police business and only when an official municipal vehicle is not available for use by the employee.

ARTICLE 22

MEDICAL AND DENTAL INSURANCE

- A. 1. Effective 30 days from January 1, 2010, all retirees and active employees shall receive their health benefits under the Borough Health Plan (managed care) and shall not be eligible for Traditional coverage which was eliminated effective as of December 31, 2009.
2. Dental coverage limited shall be adjusted to reflect increasing market costs from the current annual limit of One Thousand Five Hundred Dollars (\$1,500.00) to Two Thousand Five Hundred Dollars (\$2,500.00) and include the addition of a lifetime maximum for each dependent child for orthodontia of Three Thousand Dollars (\$3,000.00). The Borough will continue the current coverage provisions of One Hundred Percent (100%) for preventative and diagnostic care and Seventy Percent (70%) for basic coverage procedures.
3. Employees hired prior to January 1, 2018 are eligible for the Aetna Open Access Plan and shall have the option to change insurance coverage to the AETNA 20/35 or the Buy-up plans offered by the Borough, or such other less expensive plan offered by the Borough to its employees, as he/she may choose.
4. The Aetna Open Access Plan is not available to employees hired on or after January 1, 2018. Effective January 1, 2018, such employees shall be covered under the AETNA 20/35 or Buy-up plans offered by the Borough employees covered by this Agreement, and shall have the option to change insurance coverage to other less expensive plans offered by the Borough to its employees, as he/she may choose.

5. During the duration of this Agreement, Tier 4 Chapter 78 contributions shall be made by the employees covered by this Agreement. The Borough agrees to provide less expensive insurance plan options, according to which plan you are eligible for as per your hire date, for such employees, which, if elected, will result in the following contribution level:

2025 – 20%

2026 – 21%

2027 – 21%

2028 – 21%

2029 – 21%

6. Effective January 1, 2018, all employees hired on or after January 1, 2018 and who retire and receive benefits through the Borough will have their health insurance coverage cease when they attain Medicare eligibility. Coverage for such employees' dependents will continue if such dependents have not reached Medicare eligibility.

7. Effective January 1, 2025, employees who retire after that date shall make the following contributions towards the cost of their healthcare:

(i) For those employees hired prior to January 1, 2018 eligible to retire (25 years or more of service), a 25% employee contribution with no maximum employee contribution cap shall be made by any employee eligible to enroll in the open access plan or 15% employee contribution with no maximum employee contribution cap shall be made by any such employee enrolled in the 20/35 or less expensive plan.

(ii) For those employees hired on or after January 1, 2018 eligible to retire (25 years or more of service) a 25% employee contribution with no maximum employee contribution cap shall be made by any such employee enrolled in the 20/35 or Buy-up plan or a 15% employee contribution with no maximum employee contribution cap shall be made by any such employee enrolled in a less expensive plan.

(iii) For those employees hired on and after January 1, 2021, upon retirement (25 years or more of service), a 35% employee contribution, with no maximum employee contribution cap, shall be made by all employees, who must be enrolled in the 20/35 plan, or a less expensive plan.

- B. If the Borough elects to utilize an alternative insurance program, the benefits provided thereunder shall be equal to or better than the benefits currently provided. The Borough will notify the Association and all retired members of any policy changes concerning their Insurance Plan. Said insurance shall continue on such terms as provided herein, except if an employee retired and is covered in full by a new employer. In that event, said coverage shall be terminated.
- C. The Borough shall maintain and pay the full costs of the existing dental plan for family, husband and wife (employee +1), or single, as applicable. Said insurance shall be continued to be paid by the Borough after the retirement except if an employee retires and is covered in full by a new employer. In that event, said coverage shall be terminated.

ARTICLE 23

PHYSICAL EXAMINATION

Effective as of January 1, 2010, the provisions relating to Physical Examination were deleted and no further payments were made pursuant thereto.

ARTICLE 24

BALLISTIC PROTECTION VEST PROGRAM

- A. The Borough agrees to provide a ballistic protection vest for every employee desiring a vest.
- B. The type of vest to be purchased must be approved by the Chief of Police prior to purchase.
- C. Replacement of the vest and/or any part thereof shall be at the expense of the Borough upon approval of replacement by the Chief of Police.
- D. All employees, whether or not desiring a ballistic protection vest, must sign and return to the Borough, a statement indicating whether or not they desire the Borough to purchase a ballistic protection vest on their behalf.

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ARTICLE 25

POLICE OFFICERS' BILL OF RIGHTS

- A. The purpose of this Article is to establish a procedure for departmental investigations concerning alleged violations of departmental rules, regulations and/or procedures.
- B. The interrogation of a member of the force shall be at a reasonable hour.
- C. The interrogation shall take place at police headquarters.
- D. The member of the force shall be informed of the nature of the investigation before any questioning of that member.
- E. The member of the force shall be informed if he/she is being questioned as a witness or possible target/subject at the initial contact.
- F. At any stage of the proceedings whenever disciplinary action is being contemplated, the member shall be entitled to consult with counsel and/or his/her Association representative before being questioned.
- G. The member of the force shall not be subject to any offensive or abusive language, nor shall he/she be threatened nor shall he/she be promised some form of reward as an inducement to answer any questions, except in the presence of counsel or other representative.
- H. Should the member be the subject of a criminal investigation, he/she shall be informed of any and all of his/her rights pursuant to the Constitutions of the United States and the State of New Jersey. The Borough agrees to provide notice to an officer and the Association as soon as practical.

ARTICLE 26

RETENTION OF BENEFITS

The Borough agrees that all benefits and terms and conditions of employment relating to the status of members in the Borough Police Department not covered by this Agreement shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations between the parties leading to the execution of this Agreement.

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ARTICLE 27

PERSONNEL FILES

- A. An employee shall have the right to inspect his/her personnel file on reasonable notice and at reasonable times, provided a designated superior officer is present at the time of inspection.
- B. The Borough agrees to notify the individual police officer if any material derogatory to the police officer is placed in his/her personnel jacket.



ARTICLE 28

ASSOCIATION BUSINESS

One (1) Association representative designated by the Association President shall be entitled to one (1) work day off per year with no loss of pay to conduct Association business. This will be in addition to days off already provided to the Delegate and/or Alternate Delegate to attend the State PBA meetings and for State PBA convention leave pursuant to N.J.S.A. 40A:14-177. In addition, not more than three (3) additional days per year may be used by the Association for its designated member or members to attend State PBA functions. Proper notice shall be provided to the Chief of Police.



ARTICLE 29

SHIFT COVERAGE AND SCHEDULING

- A. The Association recognizes that the number of employees on a shift is a management prerogative and not subject to the grievance procedure. However, both the Borough and the Association recognize that to insure the efficiency of the Police Department and the safety of the residents, citizens and taxpayers of the Borough and the employees themselves, the Borough shall attempt to maintain at least two (2) employees on duty at all times.
- B. Upon the prior request of the Association, the Borough and Association representatives shall meet to discuss issues and problems arising from shift changes. If the parties are unable to resolve this matter within a reasonable time, this issue may become the sole purpose for further negotiations between the Borough and the Association in accordance with the Rules and Regulations of the Public Employment Relations Commission. Said negotiations have no effect on the remainder of this Agreement.

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ARTICLE 30

EDUCATION AND TRAINING

- A. An active training program in courses of value to the Borough will be instituted and administered by the Chief of Police.
- B. See Resolution Number 64 adopted by the Borough on April 13, 1992.
- C. The Chief, on not less than seven (7) days advance notice, may call up to two (2) department meetings per calendar year, each of which shall not exceed two (2) hours duration. Attendance at such meetings shall be mandatory absent prior approval of the Chief. Officers upon their attendance shall receive compensatory time for the hours of attendance. The Chief shall not schedule such meetings on contractual holidays. Officers who are on approved paid time off are excused from attendance.

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ARTICLE 31

MISCELLANEOUS

A. The Borough agrees that police vehicles shall be maintained in safe, operative condition.

As used herein, safe, operative condition is defined as the absence of deficiencies for which summonses may be issued. When incipient problems exist, these problems must be reported to the responsible supervisor in a timely manner.

B. As far as practicable, police vehicles shall be equipped with the following:

| | |
|-------------------|-------------------------------------|
| a. Shotgun | g. Blankets |
| b. Night Stick | h. Functional Heater |
| c. Portable Radio | i. Air Conditioner |
| d. Road Flares | j. Tinted Windows |
| e. First-Aid Kit | k. AM Radio |
| f. Resuscitator | l. Protective Cages in marked units |

C. Pick-ups and deliveries shall be restricted to official business of the Borough, the Council and the various Boards constituted by Ordinance and shall not be made outside the borders of the Borough unless approved by the Chief of Police or Mayor.

D. Ammunition will be inspected annually and replaced as necessary.

ARTICLE 32

SAVINGS CLAUSE

If any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.



ARTICLE 33

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2025 and shall remain in effect through and including December 31, 2029, without any reopening date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Saddle River, New Jersey on this 21st day of Oct, 2024

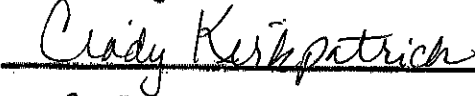
BOROUGH OF SADDLE RIVER

PBA LOCAL 348


Mayor Albert J. Kurplis



Ryan Holdsworth, PBA Local 348 President

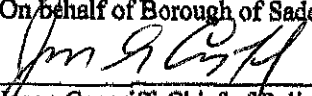
Attest: Borough Clerk


Cady Kirkpatrick

Initials: 

Richard Molinari, Borough Administrator
Borough of Saddle River


Raymond R. Wiss, Esq.
Wiss & Bouregy, P.C.
On behalf of Borough of Saddle River


Jason Cosgriff, Chief of Police
Borough of Saddle River


James M. Mets, Esq.
Mets, Schiro, McGovern, Manetta, & Milewski LLP
On behalf of PBA Local 348