

AGREEMENT
BETWEEN
BOROUGH OF EAST RUTHERFORD
AND
EAST RUTHERFORD PBA LOCAL 275

JANUARY 1, 2024 THROUGH DECEMBER 31, 2028

LAW FIRM OF
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1. AGREEMENT

THIS AGREEMENT made this 18 day of ^{June} ~~May~~, 2024 by and between the BOROUGH of EAST RUTHERFORD, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Borough", and THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 275, (East Rutherford Unit), hereinafter referred to as the "PBA".

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

NOW THEREFORE, it is agreed as follows:

2. EMPLOYEES BASIC RIGHTS

2.1. Pursuant to Chapter 303, Public laws, 1968, as amended, the Borough hereby agrees that every Police Officer shall have the right to freely organize, join and support 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 Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Police Officer in the enjoyment of any rights conferred by Chapter, 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and 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 on the PBA and its affiliates, his participation on any lawful activities of the PBA, and its affiliates, collective negotiations with the Borough, or his institution of any lawful grievance, complaint or proceeding under this Agreement, as prescribed by the Statutes of the State of New Jersey.

3. ASSOCIATION RECOGNITION

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

3.2. No Employee shall be compelled to join the Association but shall have the option to voluntarily join the said Association.

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

3.4. The Borough agrees that it will not enter into any contract or agreement with anyone but the recognized Association PBA Local 275, (East Rutherford Unit) with regard to the categories



of personnel covered by the said Agreement during the term of the Agreement.

4. DUES AUTHORIZATION

4.1. Upon presentation to the Borough of the Dues Authorization Card, signed by the individual Employee, the Borough will deduct from such Employee's biweekly salaries the amount set forth on said Dues Authorization Card. Thereafter, the Borough will as soon as practicable, forward a check in the amount of all dues withheld for this purpose for the PBA representative entitled to receive same. The said PBA representative shall be appointed by resolution of the PBA and certified to the Borough by the PBA.

5. EXISTING LAW

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

6. ASSOCIATION REPRESENTATIVES

6.1. The Borough recognizes the right of the Association to designate one (1) representative and one (1) alternate for the enforcement of this Agreement. The Association shall furnish the Borough in writing the names of the representatives and the alternate and notify the Borough of any changes in writing within a timely manner, not exceed two (2) weeks.

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

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

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

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

7. PRESERVATION OF RIGHTS

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

- a) To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its Employees;
- b) To hire all Employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment of assignment and to promote and transfer Employees;



- c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary Action for good and just cause according to law.
 - d)
- 7.2. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority, under R.S. 11.40 and 40A, or any other national, state, country, or other applicable laws.
- 7.3. The Borough agrees that all benefits, terms and conditions of employment relating to the status of Employees, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of the collective bargaining negotiations between the parties leading to the execution of this Agreement.
- 7.4. Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Employee pursuant to any rules, regulations, instruction, directive, memorandum, practice, statute or otherwise shall not be limited, restricted, impaired, removed or abolished. Upon mutual agreement by both parties, the terms and conditions set forth herein may be amended by adding an addendum to this Agreement.

8. RIGHTS OF EMPLOYEES

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

BILL OF RIGHTS

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

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



is lost, the Employee shall be compensated.

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

9. DATA FOR FUTURE BARGAINING

- 9.1. 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 or privileged communication.
- 9.2. The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other East Rutherford employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, total number of sick leave days utilized by Employees, the total number of injuries on duty, the total

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length of time lost as a result of injuries on duty, and other data of a similar nature. Any work product or work prepared specifically for negotiations shall be excluded from this clause

10. SALARIES

- 10.1. The base salaries of all Employees covered by this Agreement shall be set forth under Appendix "A" of this Agreement. The base salaries of all employees hired after January 1st, 2015 and covered by this agreement shall be set forth under Appendix "A" of this Agreement. The base salaries of all employees hired prior to January 1st, 2015 and covered by this agreement shall fall under the salaries set forth under Step 10, of the Salary Guide under Appendix "A" in this agreement.
- 10.2. The base annual salaries as shown for Sergeants, Lieutenants, and Captains shall be payable to said Employees immediately on promotion to said ranks.
- 10.3. Any retroactive monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement. The Borough agrees to process payment of retroactive monies owed within a reasonable amount time, but not to exceed 30 days after execution of this Agreement, unless both parties mutually agree to an alternate time frame.
- 10.4. The public employer shall provide an Employee "457 Plan".

11. WORK DAY, WORK WEEK, AND OVERTIME

- 11.1. The normal work day tour shall be eight (8) hours which shall include within the eight (8) hour span, thirty (30) minutes of meal time per day and additional personal breaks for a reasonable period of time. Notification will be given to Headquarters when on personal break.
- a) The normal work day tour shall consist of a minimum of three (3) Police Officers with at least two (2) Patrol Officers on the road per shift.
- 11.2. The existing practice with regard to schedule and rotations shall continue.
- 11.3. The normal work day shall be based upon the utilization of a three squad system and shall function for eight (8) hours for each squad during a twenty-four hour day, pursuant to present practice. In the event the Employer desires to maintain an 8:00 p.m. to 4:00 a.m. work shift, which shift has in the past been utilized by the Borough, then Employees on the midnight tour maybe utilized for filling the roster of the 8:00 p.m. to 4:00 a.m. work shift.
- 11.4. The schedule of work for Employees covered by this Agreement shall be as follows: Four (4) tours a week on the day shift (7:00 a.m. to 3:00 p.m.) followed by two (2) days off; then four (4) tours of work on the night shift (11 :00 p.m. to 7:00 a.m.) followed by two (2) days off; then four tours of work on the afternoon shift (3:00 p.m. to 11:00 p.m.). The schedule shall continue, alternating four (4) days of work followed by two (2) days off; then four (4) days of work followed by two (2) days off with the Employee advancing his shift forward to the next later work shift (sequence: days, nights, evenings) This schedule is commonly known as "4-2, 4-2" schedule, the aforesaid shall be accomplished pursuant to past practice.

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- 11.5. Overtime is defined as work in excess of the normal eight (8) hour work day or work on a regular day off (R.D.O.). A regular day off (R.D.O.) is defined as a scheduled day off from work as set forth in the work tour schedule posted by the Police Department. Posting shall be in accordance with present practice.
- 11.6. Work in excess of the Employee's basic work week or tour for a day is overtime. Overtime shall be paid at time and one-half. Parades, inspections, or other Borough functions will be paid at time and one-half rate when an Officer is not scheduled to be on duty.
- 11.7. It is agreed and understood that during all meal periods and coffee breaks arising under this section that all Employees will be available to respond to any call or emergency or other contingency.
- 11.8. Effective July 1, 1978, and thereafter, all overtime shall be paid at the overtime rate of one hundred and fifty (150%) percent of the Employee's hourly rate in Article XII.
- 11.9. All range qualifications shall be at overtime.
- 11.10. The "12 Hour Shift," as defined under Appendix E, inclusive of Kelly time, will be the permanent schedule of the East Rutherford Police Department. The PBA with just reason may request discussion with the Borough if it would benefit both parties to make any additional changes. An example would be if the PBA had members that wanted to make the shifts rotate once or twice a year from nights to days in order to satisfy its members.
- Either party may, consistent with law, seek to change the schedule through the collective bargaining process in the future. In the event the Employer should in the future seek a different work schedule than described in this Section 1, the Employer agrees to meet and negotiate with the PBA such new work schedule in advance of any schedule change.
- Shift placement for individual Employees shall be annually bid by rank and then seniority within rank. Seniority in rank shall be determined by the date of appointment for Patrol Officers and by the date of promotion to the current rank for supervisory ranks.
- The annual bid procedure shall be completed by November 1 of each year for shift designation in the subsequent year.
- 11.11. All extra duty work shall be paid at the time and one-half (1 1/2) rate with the Borough adding Three Dollars (\$3.00) per hour as an Administrative fee. Said amount shall be collected by the Borough and paid to the Officer through the Borough's regular payroll process. During such periods of work the Officer shall be considered as under the direction and control of the Police Department and subject to all applicable rules and regulations.
- 11.12. All work performed for the Borough of East Rutherford which are funded by the Borough shall be compensated at the Seventy-Five Dollar per hour (\$75/hr.) rate. All Borough funded projects will have an Officer present for the duration of the project.



- 11.13. In addition to the provisions of Appendix E of this contract. Employees working night shifts shall receive an additional thirty-six (36) annual hours. This change is to be effective January 1, 2018, is meant to increase the prior provisions of one hundred forty-eight (148) hours day/night shifts compensate for additional hours worked over forty (40) hours. Officers working night shift shall have the additional thirty-six (36) hours for a total of one hundred eighty-four (184) annual hours of Kelly time.
- 11.14. Each patrol shift shall be staffed with a minimum of one (1) Lieutenant and two (2) Sergeants to ensure a proper chain of command and supervision. Staffing to take effect January 01, 2019. Borough shall make all reasonable efforts to ensure the department is staffed sufficiently to provide coverage. In the event the department cannot staff per the requirements of this section, the Mayor and Council based on the Chief's recommendation shall have ninety (90) days to fill the vacated position.
- 11.15. Employer reserves the right to create, modify and disband any currently existing units (for example, traffic, or detective) or any additional units that may hereafter be created within the Police Department; with such units working the schedule as provided by Employer.
- 11.16. Except in an emergency or if the Employer reasonably determines that a compelling public safety need otherwise requires, no Officer wishing to stay in the patrol will be forced to be part of any of these units if the Officer desires to stay in the patrol schedule

12. HOURLY RATES

- 12.1. To compute the hourly rate of a Police Officer, his yearly base salary, plus his longevity, shall be divided by one thousand nine hundred fifty-two (1,952) hours.

13. COURT TIME

- 13.1. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee in good standing covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceedings, or other Courts or Administrative Bodies, including Civil proceedings. PERC hearings and arbitrations under this Agreement are excluded from the definition of Court time under this section.
- 13.2. All such required Court time shall be considered as time worked for all purposes under this Agreement and shall be compensated at the Employee's time and one-half rate of pay.
- 13.3. The amount of time to which an Employee may be entitled under this Article shall be not less than four (4) hours of time for all Courts and administrative bodies except the East Rutherford Municipal Court in which situation the Employee entitlement to time under this Article shall not be less than three (3) hours of time at the appropriate time and one-half rate.

14. TRAINING DAY



- 14.1. All scheduled training shall be considered as time worked for all purposes under this Agreement at time and one half rates.
- 14.2. The Borough shall provide all necessary equipment, and ammunition for weapons used for practice and qualification. Weapons, as referenced in this Section shall mean all Police Department issued an/or approved weapons.
- 14.3. All training exercises conducted while Officers are working may be organized and mandated at the discretion of Employer When Officers cannot receive mandated training while on regular duty time they will be compensated with time and one-half (1 1/2) monetarily or time and one-half (1·1/2) in time back. The decision on which compensation is to be accepted is at the discretion of the individual Officer receiving the training. This clause deals with only mandated training such as firearms and CPR training.

15. RECALL

- 15.1. Any Employee who is called back to work after having completed is regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee to three (3) hours work or pay in lieu thereof. No Employee shall be required to be on standby

16. PRIORITY FOR OVERTIME

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

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

17. LONGEVITY

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

18. UNIFORMS

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

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18.2. If the Borough decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items. Utilization of this clause, shall not diminish the equipment and maintenance of equipment clause under Section 18.4 of this Agreement.

18.3. A Police Officer's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged during the course of his employment, shall be replaced at the expense of the Borough within forty-five (45) days, except where such damage is caused by the negligence of the Employee. Management reserves the right to inspect uniforms.

18.4. Each Employee shall be entitled to an annual payment of \$1,500 for equipment and maintenance of equipment. Payment shall be made by the Borough on or before September 1st of each year.

19. EDUCATION INCENTIVE

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

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

19.3. Such additional payments shall be payable upon submission to the Office of the Borough Clerk, proper certification from such an accredited institution of higher learning setting forth the number of credit hours completed or the conferring of an Associate or Bachelor Degree. All payments made under this section shall be paid along with all regular payments which Employees under this contract receive biweekly.

19.4. This Educational Incentive payment shall only apply to those credits earned for the degree by the Employees while they are employed by the Borough of East Rutherford. This provision shall only apply to Employees hired after the date of the execution of this agreement.

20. WORK IN HIGHER RANK

20.1. When an Employee or any number of Employees are required to work in a higher rank for seven (7) or more days any Employee or any number of Employees so assigned shall receive the pay of a higher rank in which he or they are working, commencing on the eighth (8) day and thereafter and the Borough shall not defeat the intent of this clause by shifting two (2) or more Employees to cover the higher rank in question.

21. VACATIONS

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

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- 21.2. When in any calendar year, the vacation or any part thereof, is not granted by reasons of pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year. All vacation time shall be utilized in the year for which it is allowed unless special permission is received from the Chief of Police. Entitlements to a vacation shall be on a calendar year basis.
- 21.3. If an Employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.
- 21.4. No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Borough. Employees will advise the Department where they can be reached on vacation.
- 21.5. Vacations shall be selected on a rotating seniority basis which shall be established by the Department. Once an Employee selects two (2) or more days of vacation under this clause, the next senior man shall make his selection, and so on until the seniority list is exhausted, at which time, the process shall be continued.

22. HOLIDAYS

- 22.1. Effective with this Agreement all Employees covered by this Agreement shall be entitled to and will receive fifteen (15) paid holidays per year.
- 22.2. The holidays noted herein shall be as set forth in Appendix "D" .
- 22.3. The annual holiday benefit set forth in Paragraph 22.1 above shall be paid in equal installments along with each Employee's regular payroll dates. Said holiday benefit shall be folded in and used for all computation purposes. The holiday benefit has been calculated into the pay rates set forth at Appendix A of this Agreement.
- 22.4. In the event an Employee covered by this Agreement works on all of the scheduled holidays then said Employee should get one of the following days off; Christmas Eve, Christmas Day, New Year's Eve, New Year's Day. If an Employee is not working on all of the holidays and said Employee is next in seniority, then said Employee shall be entitled to take one of the following days off; Christmas Eve, Christmas Day, New Year's Eve, New Year's Day. The purpose of this paragraph is to provide a method of equitable relief in the form of time off on the identified four (4) premium holidays where there is a full staff.
- 22.5. Vacation days will be allowed during the calendar year with the exception of Christmas Day, Christmas Eve, New Year's Eve, New Year's Day. Employee working all of the above will be allowed to choose a day off following a seniority list.

23. SICK LEAVE

- 23.1. All full-time members within the bargaining unit shall have unlimited sick leave as per the

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prior practice.

- 23.2. The Employer shall have the right to send a member of the Department to a physician or a physician to the Employee's home at the Employer's expense for the purpose of examination.
- 23.3. To qualify for payment while absent from duty on sick leave such Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the Officer in charge at least one hour before the commencement of the scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty. Any Employee who is absent without such notification shall be charged with an unpaid day for each day's absence and shall be subject to appropriate disciplinary action.
- 23.4. In any of the following three (3) circumstances, the Employer may reasonably require a Police Officer to submit physician's certificate upon his return to work after his use of sick time:
- a) Where the Officer used more than four (4) consecutive days; or
 - b) The Officer used more than three (3) individual uses of sick time in a calendar quarter; or
 - c) Where there has been illustrated a regular or current pattern of use of sick time.
- 23.5. All Employees covered by this Agreement shall be compensated one-half (1/2) day's pay at their then regular rate for all unused sick time each year based on 12 sick days per year. Such compensation will not affect the Employee's 6 month terminal leave as per past practice. Such compensation will not affect unlimited sick time. Such compensation will be paid in the first check in February of the following year.
- 23.6. There is no sick leave accumulation.

24. TERMINAL LEAVE

- 24.1. Terminal leave will be granted to all Employees in the amount of six (6) months.

25. WORK INCURRED INJURY

- 25.1. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers Compensation Act shall be paid over to the Borough.
- 25.2. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Borough may reasonably require the said Employee to present such certificate from time to time.
- 25.3. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its



insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of workers Compensation, or, by the final decision of the last reviewing Court shall be binding upon the parties. This section is not intended to amend Section (1) of this Article.

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

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

25.6. 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.

26. PERSONAL LEAVE

26.1. Each Employee shall have four (4) personal leave days for each year.

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

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

26.4. Personal leave time under this Article shall be granted in units of not less than one-half (1/2) day for each occasion.

27. BEREAVEMENT LEAVE

27.1. Pursuant to present practice, all permanent full-time Employees covered by this Agreement, shall be entitled to five (5) working days leave with pay upon the death of a member of his immediate family or serious illness requiring hospitalization of a spouse, child, parent or in-law, within the State of New Jersey, and up to Six (6) working days leave if outside the State of New Jersey.

27.2. Immediate family shall include spouse, ex-spouse, children, step children, parents, brothers, sisters, mother-in-law, father-in-law, grandchild, and grandparents of Employees or spouse. One (1) day shall be provided for an Aunt, Uncle, Niece, and Nephew.

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

27.4. Any extension of absence under this Article, however, may be at the Employee's option and with the consent of the Chief of Police, be charged against available vacation time or be

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taken without pay for a reasonable period.

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

28. LEAVE OF ABSENCE

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

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

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

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

29. MEDICAL AND INSURANCE COVERAGE

29.1. The Borough will continue to provide and pay for existing Medical and prescription plans and coverage for Employees covered by this Agreement and their families. Any change in carrier or source of coverage shall result in equal or better coverage.

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

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

29.3. All benefits set forth in this section shall be paid to Employees who retire after twenty-five (25) years of creditable service or upon disability retirement until such Employee obtains a new employment which provides him with equal or better coverage or until said retired Employee qualifies for Medicare. Widows and dependents are to be covered for a time period of not less than six (6) months after the death of the Employee. Active Employees hired prior to January 1, 2015 shall contribute towards the cost of retiree coverage in an amount not to exceed 1.5% of their respective pension payment unless otherwise pre-empted by law. All other Employees shall contribute towards the cost of retiree coverage in the amount which is the greater of 1.5 % of their respective pension payment or the amount otherwise required by law.

29.4. The Borough will pay Four Hundred Dollars (\$400.00) to each Employee covered by this Agreement to include immediate family members for Eye Care. Examinations and/or

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Prescription glasses). This benefit shall be increased to Five Hundred Dollars (\$500) effective January 1, 2020.

29.5. Any active covered Employees may opt-out of the health benefits program, by notification to the Borough Clerk, if they show and certify that they will receive coverage from a spouse. Each year the Borough will pay twenty-five percent (25%) of the cost of the premium, up to Five Thousand Dollars (\$5,000.00), to the Employee for the entire period the Employee remains off of the Borough's health care plan. Payments shall be made on a bi-weekly basis. If for any reason the Employee's spouse loses health care coverage, the Employee shall make formal notification to the Borough Clerk as soon as possible. At the time of such notification, the Borough will reinstate the Employee's coverage and prorate the amount of cost savings paid to the Employee from the date of the opt-out to the day of reinstatement. Failure to notify the Borough will relieve the Borough of any and all health benefit obligations incurred by the Employee from the opt-out date to the date of the reinstatement. A member may re-enroll in the Borough Health Plan for any reason after notification to the Borough.

30. INSURANCE

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

31. LIFE INSURANCE

31.1. The Borough will provide, at its own cost and expense and without cost to the Employee, a life insurance policy or policies for the benefit of the Employee, in the amount of Twenty Thousand (\$20,000) Dollars face.

32. BULLETIN BOARD

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

32.2. 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.

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

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

33. CEREMONIAL ACTIVITIES

33.1. In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Borough will permit at least two (2) uniformed Police Officers of the

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Department to participate in funeral services for the said deceased Officer.

- 33.2. Subject to the availability of same, the Borough will permit a Department Police vehicle to be utilized by the members in the funeral service.
- 33.3. Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

34. PERSONNEL FILES

- 34.1. 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.
- 34.2. Any member of the Police Department may by appointment review his personnel file, but this appointment for review must be made through the Chief of Police or his designated representative.
- 34.3. 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.
- 34.4. All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from. Removal of any material from, a personnel file by any member of the force shall subject that member to appropriate discipline.

35. PENSION

- 35.1. The Borough shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statute and laws of the State of New Jersey.
- 35.2. The Borough will pay its portion to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.
- 35.3. It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then, and in that event resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to bound thereby.

36. GRIEVANCE PROCEDURE

- 36.1. To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to the complaints occurring under this Agreement, the following procedures shall be used.
- 36.2. 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

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interpretation, application or violation of any of the provisions of this Agreement or any rule or regulation or policies, agreements or administrative decisions affecting any Employee(s) covered by this agreement. Minor disciplinary matters (less than six (6) days of fine or suspension or equivalent thereof) shall be included in this Grievance Procedure.

The procedures for settlement of grievances be as follows:

(a) STEP ONE

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

(b) STEP TWO

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

(c) STEP THREE

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

(d) STEP FOUR

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

(e) ARBITRATION

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

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Borough's governing body or its representative on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

- 4) Employees covered by this Agreement shall have the right to process their own grievances, with or without a PBA representative.
- 5) Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

37. SAVINGS CLAUSE

- 37.1. It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be invalid, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.
- 37.2. If any such provisions are so invalid, the Borough and the Association will meet for the purpose of negotiating changes made necessary by applicable laws.
- 37.3. Except otherwise provided in this Agreement the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

38. OFF DUTY POLICE ACTION

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

39. DETECTIVES

- 39.1. In addition to other compensation and benefits set forth in this Agreement, those Employees designated as "Detectives" shall receive additional compensation as a Detective stipend. This amount is in recognition of those special skills, qualifications, obligations, duties and other attributes of the Detective. The annual Detective Stipend is One Thousand Seven Hundred Fifty Dollars (\$1,750.00).

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

39.3. The Detective Stipend provided in paragraph 39.01 above shall be paid on a quarterly basis.

40. FURTHER NOTIFICATION

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

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

41. POLICE VEHICLES

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

42. SENIORITY

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

43. IN SERVICE TRAINING

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

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

44. POLICE CONVENTIONS

44.1. The Borough agrees to allow the PBA Delegate and one (1) attendee time off for attendance at PBA Conventions. Leave of absence shall be for a period inclusive of the duration of the conventions with a reasonable time allowed for travel to and from convention.

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The PBA will provide the employer with the name of the PBA Delegate and one (1) attendee for the convention. The PBA further agrees to provide the employer with 90 days notice of convention dates. At the beginning of each year the PBA shall provide to the municipality a list of four names of which the second attendee will be selected from.

44.2. Further, the Borough agrees to grant the necessary time off without loss of pay to the PBA Representative duly designated as the State Delegate to attend the monthly State and County meetings.

44.3. The parties acknowledge and agree to meet the terms of N.J.S.A. 40A:14-177.

45. MILEAGE ALLOWANCE

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

46. DENTAL INSURANCE

46.1. Effective January 1, 1998 the Borough shall provide unit Employees with a family dental plan corresponding to the Municipal wide plan at no cost to the Employee. Employees who wish to opt for the individual Delta Premium Dental Plan may do so, however, the Borough's funding obligation shall be no more than what it is obligated to under the per Employee cost of the Municipal wide family dental plan.

46.2. Any unit Employee who retires prior to the signing of the new 1997-1999 Collective Bargaining Agreement will be entitled to the full coverage of the dental plan as set forth above.

47. SIDE JOBS

47.1. All side jobs shall be paid through the Borough using a voucher system.


48. TERM OF CONTRACT

48.1. This Contract will be in effect as of January 1, 2024 and will expire on December 31, 2028. Upon expiration of this Agreement both parties mutually agree the terms and conditions of this Agreement shall remain in effect until a new Agreement has been executed by both parties.




Witness Whereof, the parties hereto have entered their hands and seals this 18 day of JUNE 2024.

ATTEST:


Danielle Lorenc, Borough Clerk

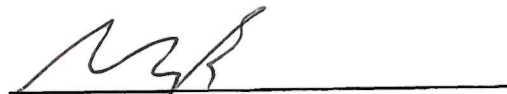
BOROUGH OF EAST RUTHERFORD


Jeffrey LaHullier, Mayor

ATTEST:


Michael Podeia, Delegate PBA 275

EAST RUTHERFORD PBA 275


President PBA 275



APPENDIX A

A-1 BASE WAGE

	January 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
STEP 1	41,500	43,057	44,671	46,347	48,084
STEP 2	55,845	57,939	60,112	62,366	64,705
STEP 3	65,448	67,902	70,449	73,090	75,831
STEP 4	77,398	80,300	83,212	86,436	89,677
STEP 5	87,980	91,280	94,703	98,254	101,939
STEP 6	98,563	102,259	106,094	110,072	114,200
STEP 7	109,145	113,238	117,485	121,891	126,461
STEP 8	119,728	124,218	128,876	133,709	138,723
STEP 9	130,310	135,197	140,267	145,527	150,984
STEP 10	140,893	146,176	151,658	157,345	163,246
STEP 11	151,475	157,156	163,049	169,163	175,507
STEP 12	165,676	171,889	178,334	185,022	191,960
SGT	174,630	181,179	187,973	195,022	202,336
LT	181,708	188,522	195,592	202,926	210,536
CAPT	188,766	195,845	203,189	210,809	218,714

JF MB

APPENDIX B

LONGEVITY

1. Employees hired before January 1, 1995, shall receive longevity increases in the amount of two percent (2%) for each four (4) years of service completed, with no maximum. Employees hired on or after January 1, 1995, shall receive longevity increases in the amount of two percent (2%) for each four (4) years of service completed, with a maximum of twelve percent (12%) after twenty-four (24) years of service.

For all Employees hired before January 1, 1998, the Borough shall continue the existing Police Department policy now in effect covering the Police Officers during the first four (4) years of service. The Borough shall increase the Police Officers' salaries to the next higher step upon the completion by the Police Officer of each year in service, and that each Police Officer shall, at the completion of four (4) years in service, reach maximum pay grade. For all Employees hired after January 1, 1998, the Borough shall place new Employees at the Academy Step of the guide where they shall remain until they successfully complete the Police Training Academy course at which time they shall move to the "After Graduation" Step where the Employee shall remain until the completion of that Employee's first year of departmental service.

As of the start of the Employee's second year of employment the Employee should be placed at the third step of the guide for new hires for the next year of service. The Borough shall increase these Police Officer's salaries to the next higher step of the salary guide upon the completion of each subsequent year in service, until that Police Officer reaches the maximum pay grade, i.e. Step 7 of the new hire salary guide.

2. Longevity benefits for Employees hired on or after January 1, 2015, shall be as follows:

<u>Years of Completed Service</u>	<u>Percentage of Longevity</u>
Completion of Eighth Year	Three Percent (3%)
Completion of Twelfth Year	Six Percent (6%)
Completion of Sixteenth Year	Eight Percent (8%)
Completion of Twentieth Year	Ten Percent (10%)
Completion of Twenty-Fourth Year	Twelve Percent (12%)



APPENDIX C

VACATIONS

O - 1 year		One (1) work day per month
1 year - 4 complete years		13 work days
Start of: 5 years - 9 complete years	-----	15 work days
Start of : 10 years - 14 complete years	-----	18 work days
Start of : 15 years - 19 complete years	-----	22 work days
Start of : 20 years or more	-----	27 work days

APPENDIX D

HOLIDAYS

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

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APPENDIX E

12 - HOUR SHIFT SCHEDULE

The 12-hour shift schedule is a two (2) week twelve (12) hour day system with a night shift and a day shift. It provides Officers with the maximum number of days off, requiring each Officer to work only 182.5 days per year compared to the 252 days required by schedule as it is now. Officers have two (2) weekends off every month as well as days off during the week (every other weekend off).

The shift requires only four (4) squads which maximizes manpower availability. Each shift would have a minimum of five (5) Officers, and most would have six (6) as our current manpower allows.

12-Hour Shift Yearly Hours

Each Officer will be scheduled to work an average of 182.5 days per year.

$182.5 \times 12 \text{ hours} = 2,190 \text{ hours}$

This is 238 hours more than our current schedule. To compensate, this time will be given back in time due as well as added to our current Vacation/Personal days. Vacation and Personal days shall be converted to hours (See below).

Four Personal Days = 32 Hours

1-4 Years Vacation Days = 104 Hours

5-9 Years Vacation Days = 120 Hours

10-14 Years Vacation Days = 136 Hours

15-19 Years Vacation Days = 168 Hours

20 + Years Vacation Days = 208 Hours

Adding four (4) hours to each day would give us forty-eight (48) hours Personal Time and the following Vacation Time:

1-4 Years - Add 52 Hours = 156 Total Hours 5-9 Years - Add 60 Hours = 180 Total Hours

10-14 Years - Add 68 Hours = 204 Total Hours

15-19 Years - Add 84 Hours = 252 Total Hours

20 + Years - Add 104 Hours = 312 Total Hours

The above time would be subtracted to the two hundred thirty-eight (238) extra hours working and we would keep the same amount of vacation days.

The average remaining extra hours (owed to us) would range from one hundred seventy (170) hours for the most junior Officer to one hundred twenty (120) hours for the most senior Officer covered under our contract. We would average this out to equal 148.4 hours or 12.37 days. The remaining time shall be used in the Officer's discretion subject to prior Departmental approval.



The 12-Hour Schedule would require us to work more hours but less days. As stated earlier, our current schedule requires us to work approximately two hundred fifty-two (252) days while the 12-Hour Schedule would require us to work approximately one hundred eighty-two (182) days per year (a seventy (70) day difference). That's seventy (70) days that we do not have to come for scheduled work.

The shift would work as follows:

- 2 days on/2 days off
- 3 days on/2 days off
- 2 days on/3 days off

The maximum number of days working in a row is three (3) and that would occur only every other week. A FULL weekend off (Friday thru Sunday) would also occur every other week. Since a shift is only two (2) or three (3) days, a few vacation days would go a long way. You could take two (2) vacation days and be off for five (5) to seven (7) days. Compared to now, to get eight (8) days off you have to take four (4) vacation days.

SUMMARY

As with any new schedule, not all members of the Department will agree on which schedule is best for them. The 12-Hour schedule is an option that many Departments have worked and enjoyed. It is truly not possible to determine whether this schedule is right or wrong for the Department and its Officers without working it for some pre-determined amount of time.

If the Department switched to this schedule, both the Administration and the PBA should have the right to return to the previous schedule if valid reasons have been shown that this schedule is not in the best interest of either party.

This schedule allows for a tremendous amount of days off while still fulfilling our contractual requirements. The 12-Hour work days involved are longer but they are also few in sequence. Take everything into consideration before making a decision.

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