

A G R E E M E N T

Between

THE BOROUGH OF UPPER SADDLE RIVER
NEW JERSEY

and

UPPER SADDLE RIVER
NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL 218

January 1, 2021 through December 31, 2025

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PREAMBLE

This Agreement entered into this day of January, 2021, by and between the Borough of Upper Saddle River, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and the New Jersey Policemen's Benevolent Association, Local 218, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Borough and the Association.

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1

The Borough hereby recognizes the PBA as the sole and exclusive representative of all Employees of the Upper Saddle River Police Department, excluding the Chief of Police and/or Deputy Chief, for collective negotiations concerning salaries, hours and other terms and conditions of employment.

Section 2

Unless otherwise indicated, the term "Officer", "Patrol Officer", "Police Officer" or "Employee", when used in this Agreement refer to all persons represented by the PBA in the above defined negotiating unit. Where wording in this Agreement uses the masculine ("he," "his," or "him"), it shall be understood that such wording applies to both male and female employees.

Section 3

Pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1. et seq. the Borough hereby agrees that every Employee shall have the right freely to 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. All Police Officers shall have the right to refrain from any of the above. 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 Employee in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., or other laws of New Jersey or the Constitution of New Jersey and the United States that it shall not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

The PBA, its members, its representatives or agents, agree that they shall not interfere with, restrain or coerce any Employee in the exercise of the right guaranteed to them by the Public Employment Relations Act, shall not interfere with, restrain or coerce the Borough in the selection of its representatives for the purpose of negotiations of the adjustment of grievances, shall not refuse to negotiate in good faith with the Borough concerning terms and conditions of employment, shall not refuse to reduce any negotiated agreement into writing and sign such agreement, and shall not violate any of the rules and regulations established by the Public Employment Relations Commission.

ARTICLE II

TERM OF AGREEMENT

This Agreement shall be effective January 1, 2021 and continue in full force and effect until December 31, 2025 or until a new agreement is executed, whichever is later.

ARTICLE III

SALARIES

Section 1

Employees covered by this Agreement shall be paid in accordance with Schedule A annexed.

ARTICLE IV

WORK SCHEDULE AND OVERTIME

Section 1

Employees working a patrol function will be assigned to a schedule on a 2,080 hour annual work year. This schedule shall be referred to as the Patrol Schedule. Each Employee assigned to the Patrol Schedule shall be credited with an additional one hundred (100) hours of vacation leave and an additional four (4) hours of holiday leave annually as schedule balance time.

Section 2

In addition to the Patrol Schedule, the Chief of Police, in his discretion, may assign Employees to non-patrol functions (Detectives and other non-patrol assignments) on an eight (8) hour schedule, with five days working followed by two (2) days off.

Section 3

Overtime compensation shall be paid to each Employee at the rate of one and one-half (1½) times his regular hourly rate of pay, with payment to be made on a monthly basis. The overtime compensation shall be paid to Employees in a separate check. For purposes of this Section all overtime computation shall be based upon base rate including longevity, educational incentive as well as specialty pay for the respective Officer.

Section 4

Overtime compensation shall be paid for each hour or portion thereof which an Employee is called upon to work in addition to his regularly scheduled tour of duty. Employees assigned to a non-patrol function will have regularly scheduled tours of duty of eight (8) hours in a twenty-four (24) hour period commencing at 12:00 A.M. and ending at 11:59 P.M., subject to Section 7 hereof.

Section 5 - Recall

Whenever an Employee is recalled to work during his day off, time off, or vacation day, he shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) for four (4) hours or for all hours worked, whichever is greater. Whenever an Employee is recalled to work on a day of scheduled duty then said Employee shall be compensated at the rate of time and one-half for two (2) hours or for all hours worked, whichever is greater.

Section 6 - Court Time

Whenever an Officer is required to appear in federal, state or county court during his off duty time, he shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) for a minimum of four (4) hours. In the event that the court appearance exceeds four (4) hours, the Officer shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) for all such additional hours. Whenever an Officer is required to appear in municipal court during his off duty time, he shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) for two (2) hours or time and one-half ($1\frac{1}{2}$) for all hours, whichever is greater. In

computing total hours for purposes of this Section, travel time to and from headquarters shall be included. Travel time computation shall be limited to a maximum of one-half hour each way for a one hour total computation.

Section 7 - Minimum Time Between Shifts

Employees assigned to the Patrol Schedule shall receive a minimum of twelve (12) hours off between shifts. In the event that an Employee performs work before the expiration of twelve (12) hours, he shall receive time and one-half (1½) for all hours worked during the twelve (12) hour period. Employees assigned to an eight (8) hour schedule shall be entitled to fourteen (14) hours off between shifts. This provision shall not apply to early recall situations which are required by holidays or vacations, or which are caused by exchange of tour with another member or which are for the convenience of any Employee.

Section 8

Overtime compensation shall be paid in accordance with the provisions of Section 3 hereof, except that any Officer may apply to the Chief of Police or his designee for compensatory time off in lieu of cash at the rate of time and one-half (1½) for the hours worked, or a portion thereof.

Section 9 - Patrol Schedule Overtime Rules

a. Employees assigned to the Patrol Schedule shall not be permitted to work double shifts.

b. A maximum of four (4) hours voluntary overtime may be

worked if it immediately prior to or immediately following an Employee's shift.

c. Employees assigned to the Patrol Schedule shall not be permitted to work outside employment on days that the Employee is scheduled to work or eight (8) hours immediately preceding the Employee's shift. Employees may perform outside employment eight (8) hours following the completion of the Employee's last tour of duty within the Employee's schedule block of work days (two (2) or three (3) days).

ARTICLE V

LONGEVITY

Section 1

In addition to the compensation provided by Article IV hereof, each Officer shall be paid longevity pay at the rates set forth below. Longevity pay shall be included in the base salary on and after the first day following the appropriate anniversary date of employment.

Section 2

For employees hired prior to July, 15, 2013 and for periods prior to January 1, 2009, the longevity benefit shall be as follows:

<u>Years of Continuous Employment</u>	<u>Percentage of Base Pay</u>
3 Years	1%
6 Years	2%
9 Years	3%
12 Years	4%
15 Years	5%
18 Years	6%
21 Years	7%
24 Years	11% (maximum longevity percentage)

Section 3

For employees hired prior to July 15, 2013 and effective January 1, 2009 and thereafter, the longevity benefit shall be as follows:

<u>Years of Continuous Employment</u>	<u>Percentage of Base Pay</u>
6 Years	2%
12 Years	5%
18 Years	8%
21 Years	11% (maximum longevity percentage)

Section 4

To the extent any Employee will have his or her longevity decreased by virtue of adoption of the longevity chart set forth in Section 3, the Employee will maintain the Employee's prior longevity percentage until the Employee reaches the next longevity step in the new schedule.

Section 5

For employees hired on or after July 15, 2013 and prior to January 1, 2016, the longevity benefit shall be as follows:

<u>Years of Continuous Employment</u>	<u>Percentage of Base Pay</u>
---------------------------------------	-------------------------------

8 Years	2%
12 Years	4%
21 Years	6% (maximum longevity percentage)

Section 6

For employees hired on or after January 1, 2016, the longevity benefit shall be eliminated.

ARTICLE VI

COLLEGE CREDITS

All officers hired prior to January 1, 2004 shall be entitled to a payment of up to a maximum of \$60.00 per credit as reimbursement for tuition costs for enrollment in courses leading to the attainment of an Associates or Bachelors Degree at an accredited institution of higher learning. Such reimbursement shall be paid following the successful completion of the applicable courses and upon presentation of receipts by the officer enrolled in the educational program.

All officers hired prior to January 1, 2000 shall be entitled to a payment of Ten (\$10.00) Dollars per college credit earned up to a maximum of One Thousand Three Hundred Fifty (\$1,350.00) Dollars to be added to the annual base salary upon the attainment of a Bachelors Degree and up to a maximum of Six Hundred Fifty (\$650.00) Dollars to be added to the annual base salary upon the attainment of an Associates Degree.

The annual base salary for all officers who have not reached the said maximum on One Thousand Three Hundred Fifty (\$1,350.00) Dollars for a Bachelors Degree shall be increased cumulatively by the sum of Ten (\$10.00) Dollars for each credit previously or hereafter completed with a passing grade, at an accredited institution of higher learning. To receive payment of such college credit salary increment, for any given year, the

officer must enroll in and satisfactorily complete at least six (6) credits in courses leading to the attainment of an Associates or Bachelors Degree at an accredited institution of higher learning during such year.

Officers who have completed sixty-five (65) credits and/or have received an Associates Degree and are enrolled in courses leading to a Bachelors Degree, shall be entitled to receive the annual salary increment of Six Hundred Fifty (\$650.00) Dollars and payment for any additional credits earned without being required to successfully complete at least six (6) credits during the current calendar year.

Any officer hired on or after January 1, 2000 shall not be entitled to payment for college credits earned, reimbursed for college credits, or for an additional salary payment in connection with the earning of an Associates or a Bachelors Degree.

ARTICLE VII

UNIFORMS AND EQUIPMENT

Section 1

The cost of any major uniform changes initiated by the Borough shall be borne by the Borough.

Section 2

Newly appointed Officers shall be provided with a complete uniform issue in their first twelve (12) months of employment.

Section 3

The Borough shall provide each Officer with a safe and secure holster as determined by the Chief of Police. The PBA shall be advised in advance if a new holster is to be considered and shall be permitted input on the subject. Said holster shall be replaced at the Borough's expense on an as needed basis, however, not less than once every three (3) years.

ARTICLE VIII

HOLIDAYS AND PERSONAL DAYS

Section 1

Each Employee shall receive one hundred and four (104) hours of paid holiday time off per year for the holidays enumerated in Section 2. In addition, Employees assigned to the Patrol Schedule shall receive an additional four (4) hours of paid holiday time off per year to balance the Employee's schedule.

Section 2

All holidays shall be computed into and considered as the Officer's regular tour of duty, for purposes of computation of overtime. The holidays shall be:

New Year's Day	General Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Labor Day
Independence Day	Columbus Day
Christmas Day	

Section 3

Holiday hours may be utilized as time off in accordance with Department practice. Employees scheduled to work on an enumerated holiday as part of their normal schedule shall not be entitled to any additional compensation as a result of the holiday.

Section 4

Each Employee covered by this Agreement shall receive two (2) personal days (12 hours) per year. Utilization of a personal day

shall require a minimum of seventy-two (72) hours notice to the Office of Chief of Police.

ARTICLE IX

VACATIONS

Section 1

Annual vacation leave with pay shall be provided to Officers in accordance with the following schedule:

- a. During the first year of continuous employment, one hundred and thirty-two (132) work hours after six (6) months of employment. Employees assigned to the Patrol Schedule shall receive two hundred and thirty-two (232) work hours of vacation representing the Employee's vacation leave (132 hours) and schedule balance time (100 hours). No vacation benefits shall accrue in the first six (6) months of employment.
- b. During the second year of continuous employment, one hundred seventy-two (172) work hours after eighteen (18) months of employment. Employees assigned to the Patrol Schedule shall receive two hundred and seventy-two (272) work hours of vacation representing the Employee's vacation leave (172 hours) and schedule balance time (100 hours).
- c. During the third year of continuous employment, one hundred seventy-two (172) work hours. Employees assigned to the Patrol Schedule shall receive two hundred and seventy-two (272) work hours of vacation representing the

Employee's vacation leave (272 hours) and schedule balance time (100 hours).

- d. During the fourth year of continuous employment, one hundred eighty (180) work hours. Employees assigned to the Patrol Schedule shall receive two hundred and eighty (280) work hours of vacation representing the Employee's vacation leave (180 hours) and schedule balance time (100 hours).
- e. During the fifth year of continuous employment, one hundred eighty-eight (188) work hours. Employees assigned to the Patrol Schedule shall receive two hundred and eighty-eight (288) work hours of vacation representing the Employee's vacation leave (188 hours) and schedule balance time (100 hours).
- f. During the sixth year of continuous employment, one hundred ninety-six (196) work hours. Employees assigned to the Patrol Schedule shall receive two hundred and ninety-six (296) work hours of vacation representing the Employee's vacation leave (196 hours) and schedule balance time (100 hours).
- g. During the seventh year of continuous employment, two hundred four (204) work hours. Employees assigned to the Patrol Schedule shall receive three hundred four (304) work hours of vacation representing the Employee's vacation leave (204 hours) and schedule balance time (100

hours).

- h. During the eighth year of continuous employment, two hundred twelve (212) work hours. Employees assigned to the Patrol Schedule shall receive three hundred twelve (312) work hours of vacation representing the Employee's vacation leave (212 hours) and schedule balance time (100 hours).
- i. During the ninth year of continuous employment, two hundred twenty (220) work hours. Employees assigned to the Patrol Schedule shall receive three hundred twenty (320) work hours of vacation representing the Employee's vacation leave (220 hours) and schedule balance time (100 hours).
- j. During the tenth year of continuous employment, two hundred twenty-eight (228) work hours. Employees assigned to the Patrol Schedule shall receive three hundred twenty-eight (328) work hours of vacation representing the Employee's vacation leave (228 hours) and schedule balance time (100 hours).
- k. During the eleventh year of continuous employment, two hundred thirty-six (236) work hours. Employees assigned to the Patrol Schedule shall receive three hundred thirty-six (336) work hours of vacation representing the Employee's vacation leave (236 hours) and schedule balance time (100 hours).

- l. During the twelfth year of continuous employment, two hundred forty-four (244) work hours. Employees assigned to the Patrol Schedule shall receive three hundred forty-four (344) work hours of vacation representing the Employee's vacation leave (244 hours) and schedule balance time (100 hours).
- m. Upon completion of twelve (12) years of continuous employment, two hundred fifty-two (252) work hours. Employees assigned to the Patrol Schedule shall receive three hundred fifty-two (352) work hours of vacation representing the Employee's vacation leave (252 hours) and schedule balance time (100 hours).
- n. Upon completion of fifteen (15) years of continuous employment and thereafter, two hundred sixty (260) work hours. Employees assigned to the Patrol Schedule shall receive three hundred sixty (360) work hours of vacation representing the Employee's vacation leave (260 hours) and schedule balance time (100 hours).

ARTICLE X

SICK LEAVE

Section 1 - Definitions

(a) Sick Leave is defined to mean necessary absence from duty due to illness, accident, or injury to the officer, or the officer being exposed to a contagious disease which might endanger the health of other members of the Department. Sick Leave is further defined to mean an absence from duty because of accident, disease or injury to the officer's wife, husband, or child residing within the officer's household. Said absence shall not exceed 10 days per calendar year. Where an illness requires the hospitalization of an officer's mother, father, brother, sister, said officer may be absent from duty, however, not to exceed 10 days in a calendar year.

In case of a catastrophic illness in an officer's immediate family, not requiring hospitalization, up to 5 days within a calendar year may be granted by the Chief of Police.

A certificate from a licensed physician shall be required in all absences extending over three (3) days.

Leave relating to childbirth of an officer's spouse shall not exceed five (5) days charged against sick leave and shall be in accordance with applicable directives promulgated by the Chief of Police. The provisions of Article IV, Section 5 entitled "Minimum Time Between Shifts" shall not apply to this section.

(b) Charges to sick leave shall not include absence from duty

for that period of time during which Workmen's Compensation (temporary benefits, including the statutory waiting period) is received by the Officer, in connection with work-related sick leave as is more particularly defined below.

(c) Immediate Family shall mean an Officer's wife, husband, child, mother, father, brother, sister, mother-in-law, father-in-law, legal guardian or person standing in loco parentis.

(d) Officer shall mean all members of the regular Police force of the Borough, including probationary Patrolmen.

Section 2 - Sick Leave Allowance

Each Officer shall be granted sick leave with pay of not more than twelve (12) working days each calendar year which shall be deemed vested on the first day of January. Effective January 1, 1997 each officer shall be granted sick leave with pay of not more than fourteen (14) working days each calendar year which is deemed vested on the first day of January. Effective January 1, 2010, each officer shall be granted sick leave with pay of not more than one hundred twelve (112) hours which is deemed vested on the first day of January.

Section 3 - Sick Leave Accumulation

If an Officer requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year. Said cumulative sick days shall not exceed a maximum of two hundred (200) days. Effective January 1, 1997 cumulative sick days shall not

exceed a maximum of two hundred twelve (212) working days. Effective with the execution of the 2010 through 2012 Agreement, all existing cumulative sick days shall be converted into their equivalent time in hours based upon each sick day being equal to eight (8) hours. Thereafter, the maximum cumulative sick time shall be sixteen hundred ninety-six (1,696) hours.

Sick leave shall continue to accumulate during such time as a member may be on authorized sick leave, work related sick leave as above-defined, military leave and vacation time.

Section 4

An Officer shall be granted forty (40) scheduled working hours off, even if not consecutive, from the date following the death of a member of his immediate family. For purposes of this Section, immediate family shall be defined as father, mother, brother, sister, wife, son, daughter, grandmother or grandfather.

Employees assigned to the Patrol Schedule shall be permitted at the Employee's option to utilize compensatory time, vacation or holiday leave to achieve four (4) full scheduled working days off (forty-eight (48) working hours).

An Officer shall be granted twenty-four (24) working hours off, even if not consecutive, from the date following the death of his immediate father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

Bereavement time off shall not be charged against the Officer's sick leave or other time off.

Section 5 - Work Incurred Injury

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 Worker's Compensation Act shall be paid over to the Borough.

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

In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers Compensation establishing such further period of disability and such finding by the Division of Workers Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

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

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.

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.

Section 6 - Terminal Leave

If the Employee has accumulated at least one hundred and ninety-two (192) working hours of sick leave, he shall be entitled to convert his existing sick leave balance to terminal leave at the rate of one (1) hour terminal leave for each existing hour of accumulated sick leave upon establishing his retirement date. Terminal leave may be utilized to provide a paid leave of absence prior to his scheduled date of retirement.

A retiring Employee shall have the right to elect to take a one time lump sum cash buy out of the full value of all of said retiring Employee's accumulated sick days at said retiring Employee's then current daily rate of compensation.

Where an Employee who is retiring elects to take the one time lump sum full value cash buy out provided in the preceding paragraph then said Employee shall have the right to elect to take said payment in up to three (3) equal cash disbursements. These

payments may be spread out, at the retiring Employee's election, over a time frame not to exceed twenty-four (24) months from the date of separation from service. This would be paid at a day for day current rate of compensation with no interest being paid by the Borough of Upper Saddle River. The lump sum cash buy out payable to a retiring Employee will not affect pension calculations.

Section 7

In the event of death of an Employee covered by this Agreement which death is not work related said Employee's beneficiary will be paid 50% of said Employees accrued sick time at the daily rate of compensation in existence at the time of the Employee's death.

ARTICLE XI

INSURANCE

Section 1 - Hospitalization

The Borough shall continue to maintain the New Jersey State Health Benefits Program. All members receiving health coverage from the Borough have paid towards their health benefits the minimum statutory percentage of benefit cost mandated by Chapter 78 commencing on January 1, 2013 and paying the maximum statutory percentage mandated by law commencing January 1, 2016. Commencing January 1, 2017 and thereafter, all members shall pay 1.5% of the member's pensionable base salary as a contribution toward the cost of health benefits in full satisfaction of the obligation to contribute mandated by state law. All payments referenced herein are to be made by way of payroll deduction. The Borough shall provide a payroll deduction plan compliant with the Internal Revenue Code Section 125 so that all payments made pursuant to this paragraph or thereafter by law may be deducted from the Employees' reported income for taxation to the extent permitted by state and federal law.

The Borough may change the provider of the benefits set forth above, however, the benefits provided must be equal to or better than those provided under the State Health Benefits Program plan.

Section 2 - Life Insurance

The Borough shall maintain and pay for a Group Life Insurance Policy insuring each member for the amount of Ten Thousand (\$10,000.00) Dollars, with provisions of double indemnity coverage.

Section 3 - Dental

The Borough shall continue to maintain the existing group Dental Plan.

Section 4 - False Arrest

The Borough shall maintain and pay for False Arrest Insurance coverage for all Officers in the minimum amount of One Hundred Thousand (\$100,000.00) Dollars for each person and Three Hundred Thousand (\$300,000.00) Dollars for each occurrence.

Section 5 - Civil Liability Insurance

The Borough shall maintain and pay for Civil Liability Insurance for all Officers in the minimum amount of One Hundred Thousand (\$100,000.00), Dollars for each person and Three Hundred Thousand (\$300,000.00) Dollars for each occurrence.

Employees covered by this Agreement shall be fully indemnified and defended by the employer for all circumstances in which the Employee renders first aid, whether on duty or off duty.

ARTICLE XII

HEALTH BENEFITS

The Borough shall provide, at its own expense, the opportunity for each member to receive regular immunization booster inoculations for contagious diseases.

Such inoculations shall not be required by any member, except in emergency epidemic situations.

ARTICLE XIII

GRIEVANCE PROCEDURE

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

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions effecting any Employee(s) covered by the Agreement.

Disciplinary action shall not be subject to the grievance procedure.

The procedure for settlement of grievance shall be as follows:

(A) STEP ONE

In the event that any Employee covered by this Agreement has a grievance within fifteen (15) calendar days of the occurrence of the event being grieved, the Employee shall present the grievance in writing to the Chief of Police or the Officer in charge of the Department in the event of the Chief's absence. The Employee must sign the written grievance and it must be notarized. To the extent

that the fifteen (15) calendar day period expires on a Saturday, Sunday or holiday, the period will be extended to the next business day to permit notarization.

(B) STEP TWO

If the Association wishes to appeal the decision of the Chief of Police (or the Officer in charge if the Chief is absent), it shall be presented in writing, signed and notarized, to the employer's governing body or its delegated representative within fifteen (15) calendar days. To the extent that the fifteen (15) calendar day period expires on a Saturday, Sunday or holiday, the period will be extended to the next business day to permit notarization. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The employer's governing body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty-five (25) calendar days of receipt of the written grievance.

(C) STEP THREE

(1) If no satisfactory resolution of the grievance is reached at STEP TWO, then within eight (8) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of said Commission. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(2) 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 employer's governing body or its representative on the grievance.

(3) Employees covered by this Agreement shall have the right to process their own grievance without representative.

(4) The cost of the Arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

ARTICLE XIV

INTERROGATION OF POLICE OFFICERS

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

1. The member of the force shall be informed of the nature of the interrogation before it commences. Sufficient information to reasonably apprise the members of the allegations will be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
2. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned.
3. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, the member shall be afforded his rights pursuant to law.
4. Nothing herein shall be construed to deprive the Department or its Officers of the ability to

conduct the routine and day-to-day operations of
the Department.

ARTICLE XV

PERSONNEL FILES

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Police, Mayor and/or Governing Body.

Upon advance notice and at reasonable times, any Employee may review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an Employee 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. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by

any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE XVI

CEREMONIAL ACTIVITIES

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 one (1) uniformed Police Officer of the Borough to participate in the funeral service for the said deceased Officer.

Subject to the availability of same, the Borough will permit a Borough Police vehicle to be utilized and operated by the Employee or Employees authorized to attend the funeral service.

The Employee or Employees participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in the funeral service unless otherwise agreed to by the Chief of Police.

ARTICLE XVII.

PRESERVATION OF RIGHTS

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

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

ARTICLE XVIII

REPLACEMENTS

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

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

ARTICLE XIX

WORK IN HIGHER RANK/SENIOR DUTY PAY

Section 1

When an Employee works in a higher rank for thirty (30) consecutive days or more, he shall receive the pay of that higher rank in which he is working and the Borough shall not defeat the intent of this clause by shifting two (2) or more Employees to cover the higher rank in question. This clause shall not apply in cases of vacancies due to vacations.

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

Section 2

Whenever there is not a uniform patrol sergeant or tour commander on duty in the Borough for the following reasons: vacation, holiday, sick time, compensatory time, personal day, overtime back, accident on duty, training and/or court, then the Senior Patrol Officer on duty shall be compensated with a Senior Officer compensation of an additional \$3.00 per hour for each hour so worked. If the service being performed at the time is on an overtime basis then the hourly differential shall be \$4.50 per hour. This provision shall only be effective once the senior patrol officer has worked a minimum of six (6) consecutive hours as tour commander.

ARTICLE XX

SAVINGS CLAUSE

Section 1

In the event that 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.

Section 2

The additional ten (10) vacation and two (2) sick days, set forth at Articles IX and X respectively, as of 1/1/97, are intended to fully nullify AR-87-393 (decided 11/24/87 by Arbitrator R. Mitrani).

ARTICLE XXI

DURATION.

This Agreement shall have a term from January 1, 2021 through December 31, 2025. This Agreement shall continue in full force and effect thereafter until a successor Agreement is executed.

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this day of January, 2021.

BOROUGH OF UPPER SADDLE RIVER

By: James L. Michetti

ATTEST:

[Signature]

NEW JERSEY POLICEMEN'S
BENEVOLENT ASSOCIATION, LOCAL 218

By: [Signature]

ATTEST:

[Signature]

SCHEDULE A
SALARIES

	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
(A) Captain of Police	\$163,855	\$167,951	\$172,150	\$176,884	\$181,749
(B) Lieutenant of Police	\$156,052	\$159,953	\$163,952	\$168,461	\$173,094
(C) Sergeant of Police	\$149,024	\$152,749	\$156,568	\$160,874	\$165,298
(D) Patrol Officer Over 6 Yrs.	\$139,618	\$143,109	\$146,687	\$150,720	\$154,865
Patrol Officer Over 5 Yrs.	\$124,007	\$124,007	\$124,007	\$124,007	\$124,007
Patrol Officer Over 4 Yrs.	\$111,755	\$111,755	\$111,755	\$111,755	\$111,755
Patrol Officer Over 3 Yrs.	\$99,595	\$99,595	\$99,595	\$99,595	\$99,595
Patrol Officer Over 30 months	\$87,388	\$87,388	\$87,388	\$87,388	\$87,388
Patrol Officer 24-30 months	\$70,959	\$70,959	\$70,959	\$70,959	\$70,959
Patrol Officer 18-24 months	\$53,678	\$53,678	\$53,678	\$53,678	\$53,678
Probationary Patrolman (Over 6-18 mos.)	\$46,151	\$46,151	\$46,151	\$46,151	\$46,151
Patrolman (0 - 6 mos.)	37,318	37,318	37,318	37,318	37,318
(D) Officer in Charge of Investigation Section	\$ 1,500	1,500	1,500	1,500	1,500
(E) Officer (Assignment to Investigation Section)	\$ 1,000	1,000	1,000	1,000	1,000
(F) Juvenile Officer (Assignment)	\$ 800	800	800	800	800
(G) Officer - E.M.T. Certified	\$ 950	950	950	950	950

Section 2

The foregoing salaries shall be retroactive to January 1, 2010. Retroactive payments shall be made in a lump sum in accordance with past practice.

Section 3 - Stipend Positions

- (a) Officer in Charge of Investigation Section - Employee assigned supervisory responsibility for Employees assigned to the Criminal Investigations/Major Case units and other duties as assigned by the Chief of Police.
- (b) Officer assigned to Investigation Section - Employee(s) assigned to the Criminal Investigations/Major Case Units are responsible for the investigation and clearance of criminal and non-criminal complaints and other duties as assigned by the Chief of Police.
- (c) Juvenile Officer - Employee(s) assigned to Juvenile Unit are responsible for investigation of all offenses with known or suspected juvenile offenders; processing of all juvenile arrests; liaising with county prosecutor's legal and investigative personnel and other duties as assigned by the Chief of Police.
- (d) Officer - E.M.T. Certified - Employees who are presently certified as Emergency Medical Technicians.
- (e) Stipends will be paid together with the Employee's base salary. Stipends reflect the additional skills, qualifications and complexity of work associated with assignment to position.