

Contract # 1901

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RUTGERS UNIVERSITY

GENERAL AGREEMENT

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JANUARY 1, 1992 TO JUNE 30, 1994

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THIS AGREEMENT IS MADE AND ENTERED INTO, BY AND BETWEEN, THE TOWN OF WEST NEW YORK, A MUNICIPALITY IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, HEREINAFTER REFERRED TO AS THE "EMPLOYER",

AND

GUTTENBERG-WEST NEW YORK POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 88, AFFILIATED WITH THE NEW JERSEY STATE PBA, HEREINAFTER REFERRED TO AS THE "UNION", FOR THE PURPOSE OF REACHING A MUTUAL UNDERSTANDING, PROMOTE HARMONIOUS RELATIONS, EFFECT GOOD AND EFFICIENT SERVICE AND BOTH PARTIES AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Eric M. Bernstein, Esq.  
WEINER LESNIAK  
425 Eagle Rock Avenue  
Roseland, New Jersey 07068  
(201) 403-1100

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## ARTICLE I

### UNION RECOGNITION

Section 1. The Employer hereby recognizes Local 88 as the exclusive negotiating agent for all police officers and detectives below the rank of sergeant in the West New York Police Department, as set forth in Article II, Section 1 of this Agreement, for the purpose of, but not limited to, collective negotiations, grievance procedure and all terms and conditions of employment.

Section 2. The Employer agrees to deduct from the pay of all members of the Union any dues as required by Union rules and regulations. All such deductions shall be remitted to the proper official of the Union before the expiration of the calendar year.

Section 3. Any permanent employee in the bargaining unit on the effective date of the Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a Representative Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the

employees in the unit and provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

Section 4. The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands and/or liabilities resulting from any suit, action, claim and/or demands arising out of the implementation or enforcement of this Article, and it shall reimburse the Employer for all costs, including reasonable attorneys' fees, incurred in defense of the Employer. This section shall only apply provided there is no intentional wrongdoing on the part of the Employer.

## ARTICLE II

### SCOPE OF AGREEMENT

Section 1. Employees covered by this Agreement shall be construed to mean all members of the West New York Police Department as previously defined under Article I, Section 1 herein.

Section 2. This Agreement shall govern all terms and conditions of employment as herein set forth.

Section 3. This Agreement shall be binding on the parties hereto, their heirs, successors, administrators, executors and/or assigns.

Section 4. In the event of a divergence or difference between the rules of the Police Department and the terms of this Agreement, it is understood and agreed that the terms and conditions of this Agreement shall govern the conduct of the parties.

### ARTICLE III

#### UNION ACTIVITIES

Section 1. The Employer agrees to grant, without discrimination, the necessary time off to attend local, county, state and/or international meetings or conventions of the Policemen's Benevolent Association to an Officer(s) so designated by the Union, except that no more than three (3) designated employees shall be granted time off at any one time. (Employees in this case shall be construed to mean member Policemen of the West New York Police Department.) For purposes of negotiations, a maximum of six (6) employees will be permitted time off with pay to participate in collective negotiations between the parties.

Section 2. The Employer agrees that the President of Local 88 may at any time go off post on PBA business, but that upon so doing, the President must notify Headquarters and obtain permission from the Desk Officer, which shall not be unreasonably withheld. The Employer further agrees that any authorized representative(s) of the Union may enter Headquarters or the Municipal Building during the work day or night, at reasonable hours, provided they announce their presence to the person in charge, and do not interfere with the normal work of Headquarters or of the Municipal Building, or any office therein.

Section 3. Upon request by the Union the Employer shall provide facilities for the monthly PBA meetings. The PBA shall be responsible for the maintenance and security of the facility

provided by the Employer during each monthly meeting.

Section 4. The Employer agrees that it will not discriminate against any employees because of their office, membership or activities in, with, or on behalf of the Union.

#### ARTICLE IV

##### NEW HIRES, PROMOTIONS AND DETAILS

Section 1. The parties agree that all vacancies and promotions in the Department shall be made by the Employer in accordance with prevailing Department of Personnel laws.

Section 2. A constant Department of Personnel list shall be maintained for all ranks to insure the prompt filling of vacancies. At the request of the Union, the Employer will request the Department of Personnel to call an examination.

Section 3. In the event an employee acting in a higher grade is killed or permanently disabled in the line of duty, he or his designated beneficiary shall receive pension in the amount equal to the rank he was so acting in and the difference, if any, shall be paid by the Employer.

#### ARTICLE V

##### WORK DAY, WORK WEEK, MANPOWER AND PATROL CARS

Section 1. The work week consists of thirty-two (32) hours, divided as follows: Four (4) consecutive eight (8) hour days on 8:00 a.m. to 4:00 p.m. tour, followed by a seventy-two (72) hour leave; and then shall work four (4) consecutive eight (8) hour

days on 4:00 p.m. to midnight, followed by a ninety-six (96) hour leave; then shall work four (4) consecutive eight (8) hour days on midnight to 8:00 a.m. tour, followed by a seventy-two (72) hour leave. This cycle, commonly known as the six (6) day cycle, shall apply to all personnel except detailed personnel and police captains.

There shall be one (1) hour off in each day for lunch or dinner; however, while on mealtime, the employee shall be at all times subject to emergency call.

There shall be three (3) shifts or tours of duty, namely 8:00 a.m. to 4:00 p.m., 4:00 p.m. to midnight and midnight to 8:00 a.m.. The Employer may establish such other permanent bona fide shifts as public safety needs require, in consultation with the Union.

Section 2. Detailed men shall work a schedule of five (5) consecutive eight (8) hour days followed by a sixty-four (64) hour leave and then shall work four (4) consecutive eight (8) hour days followed by an eighty-eight (88) hour leave and shall continue to work such five (5) and four (4) cycle alternately, except that in every calendar quarter they shall work three (3) work weeks of five (5) eight (8) hour days with sixty-four (64) hours of leave between these three (3) five (5) day work weeks and then followed by the above alternating cycle.

No detailed men shall be scheduled to work in excess of four (4) additional tours per year beyond the number of tours he would otherwise work if the alternating schedule were followed consistently.



There shall be one (1) hour off in each day for lunch or dinner; however, while on mealtime, the employee shall be at all times subject to emergency call.

Section 3. Safe Streets Men shall work a schedule of five (5) consecutive eight (8) hour days followed by a seventy-two (72) hour leave and then shall work four (4) consecutive eight (8) hour days followed by an eighty (80) hour leave and shall continue to work such five (5) and four (4) day cycle alternately.

There shall be one (1) hour off in each day for lunch or dinner; however, while on mealtime, the employee shall be at all times subject to emergency call.

Section 4. One (1) in-service patrol car, or at the Employer's sole option, more than one (1), shall be equipped with the following equipment: Two (2) heavy-duty flashlights; one hundred (100) feet of heavy-duty rope; one (1) blanket; one (1) serviceable first-aid kit; one (1) fire extinguisher; one (1) oxygen inhalator; one (1) heavy-duty pry bar; two (2) spotlights; two (2) sets of night stick brackets; one (1) snare for handling animals; one (1) luminous vest; one (1) pair of protective gloves; one (1) luminous pair of gloves; two (2) riot helmets; two (2) flashers and one (1) 360 degree (360') revolving beacon, or other emergency lights of at least equal projection and visibility; one (1) (small Scott) pack.

In all patrol cars, the rear seat is to be separated from the driver's seat by a mesh type device; equipped with trunks that can be opened from the interior of the car; working radios and sirens;

one (1) oxygen inhalator, and two (2) flashers and one (1) 360 degree revolving beacon or other emergency lights of at least equal projection and visibility. Shotguns shall be provided subject to agreement between the parties as to how many vehicles shall be equipped and the position of the weapons in the vehicle(s).

Section 5. The Employer shall provide for semi-annual pistol qualification for each police officer, at no expense to the employee.

Section 6. The Employer shall post all school opportunities at least two (2) weeks in advance of the commencement of the courses whenever possible.

## ARTICLE VI

### OVERTIME

Section 1. The hourly rate of each employee in the bargaining unit shall be computed by adding the employee's base annual salary plus his longevity and then by dividing the sum by 1950.

Section 2. The overtime rate shall be compensated at one and one-half (1½) times the regular hourly rate. The Employer shall have the option of paying overtime in cash or compensatory time off, which time off shall not exceed 480 hours as prescribed by the FLSA as amended. The employee, however, may convert any part or all compensatory time off earned for overtime worked in each calendar year into cash by notifying the Employer no later than the fifteenth (~~15~~<sup>th</sup>) day of January succeeding the year in

31<sup>st</sup>  
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which such was earned. Payment shall be made by the Employer no later than January 31st of that year. Cash payment is to be made at the rate in effect at the time overtime was earned.

Section 3. Employees may be required to work time in excess of an employee's tour for a day subject to payment at the overtime rate.

Section 4. Employees may be required to work time in excess of an employee's normal work week subject to payment as follows:

(a) For all compensated time or time worked up to and including thirty-eight (38) hours per week, payment shall be at the hourly rate except as noted in Section 3 above.

(b) For all compensated time or time worked beyond thirty-eight (38) hours per week, payment shall be at the overtime rate; except for detailed and safe street men working their five (5) day week, for whom overtime shall begin after forty (40) hours.

(c) In regard to Court calls other than appearances in Municipal Court call in West New York, payment shall be at the overtime rate for all such calls outside the employee's normal work week. In lieu of the foregoing, an officer working the midnight to 8:00 a.m. shift who is scheduled for a court appearance (other than West New York Municipal Court) that business day may elect one of the following options, provided that in either case, manpower availability is not affected and that twenty-four (24) hour prior written notice is given by the Officer of his election to the officer in charge of his shift:

(1) the officer may take off midnight to 8:00 a.m. shift and waive overtime for court appearance; or

(2) the officer may work his scheduled midnight to 8:00 a.m. shift and receive normal overtime for the court appearance.

(d) There shall be no pyramiding of overtime.

(e) Any employee spending more than thirty (30) minutes beyond his normal tour will be paid a minimum of one (1)

hour overtime at the overtime rate.

(f) Any employee recalled to duty during the tour of duty immediately following such employee's regular tour of duty will be guaranteed a minimum of four (4) hours at the overtime rate; and if recalled during a subsequent tour of duty, will be guaranteed a minimum of four (4) hours at the overtime rate.

(g) The employee shall receive meal money when he is guarding prisoners at hospitals.

Section 5. The Union and Employer agree that a special duty roster will be posted, said roster to list all employees in alphabetical order. Employees will be called from this roster in rotation so that all men will have an equal opportunity to earn extra compensation when the services of policemen are requested for special duty. If an employee refuses an assignment, he will be passed by until a complete cycle of the roster has been completed. Effective January 1, 1993, special duty, as set forth in this section, shall be defined as those assignments which the Chief or designee determines fall outside the normal duties of a Patrolman, as defined by the Department of Personnel, or requires the use of specialized training that was not acquired during normal police training.

Section 6. All mandatory off-duty details such as but not limited to parades, funerals and special events, shall be considered as overtime.

Section 7. For purposes of recalling police officers to duty in emergency situations, a roster shall be posted and maintained to be utilized in such a recall.

ARTICLE VII

HOLIDAYS

Section 1. There shall be fourteen (14) paid holidays per year for employees covered by this Agreement. Holiday pay shall be paid in a lump sum no later than the first pay period in December.

Section 2. Payment for each holiday shall be made at each individual employee's hourly rate, as defined in Article VI, Section 1 hereof, times eight (8) hours per holiday.

Section 3. Each employee covered herein shall receive two (2) compensatory days due to be placed in the accumulation bank for time due. Such is in consideration of present and past claims of the PBA for days due pursuant to Sections 2, 2a and 3 of the prior contracts.

ARTICLE VIII

VACATIONS AND VACATION PAY

Section 1. (a) All employees hired prior to January 1, 1988 shall receive thirty-one (31) working days vacation for every year of this Agreement.

(b) All employees hired on or after January 1, 1988 shall receive vacation leave as follows:

During 1st year of service	10 working days
During 2nd year of service	20 working days
During 3rd year of service and each year thereafter	31 working days

(c) During the first calendar year of service,

vacation shall be pro-rated for employees.

(d) An employee may not utilize any vacation leave during the first six (6) months of employment without first obtaining the approval of the Chief of Police, which approval shall not be unreasonably withheld.

Section 2. The vacation period shall be between January 1 and December 15. All vacation leave shall be subject to the approval of the Chief of Police, which approval shall not be unreasonably withheld. Vacation leave may be taken between December 15 and December 31 only under extraordinary circumstances and such must be with the approval of the Chief of Police, which approval shall not be unreasonably withheld. An employee, at his request, shall be provided no less than eight (8) consecutive work days within the period of June 15 to September 15. Vacation days shall be placed in the vacation days book and shall be taken during the calendar year subject to: (1) a schedule to be submitted and approved; and, (2) the needs of the Department. Vacation leave days may be taken in single day segments.

Section 3. Five (5) vacation days may be placed by an employee in the days-off book and may be carried forward past the end of the year. All other vacation days must be taken before the end of the year or be relinquished. In the event of death, all vacation leave due and owing the employee shall be paid to his estate.

Employees shall submit request for vacation leave for each year prior to April 15 of each year either in whole or in part.

All times so selected and approved shall not be subject to change based upon selection of the same leave time by another employee thereafter.

Leave time requested and approved subsequent to April 15 cannot be altered or changed by another employee later than two (2) weeks prior to the scheduled commencement of leave.

Section 4. Employees shall be permitted to exchange vacation time without prejudice or discrimination upon reasonable approval of the Chief of Police.

Section 5. If an employee who is on vacation becomes sick or injured, he shall not be placed on sick leave until expiration of the scheduled vacation.

## ARTICLE IX

### SICK LEAVE

Section 1. Each employee covered herein shall receive fifteen (15) work days sick leave per year. Unused sick days shall accumulate from year to year without limitation.

Section 2. Any employee shall not have to produce a doctor's certificate to return to duty unless he has suffered an injury or undergone any form of surgery or is out sick for more than three (3) working days. If an employee reports sick on two (2) separate unrelated occasions during a calendar year, then the Employer may require him to submit a doctor's certificate for any subsequent sickness during the calendar year before he returns to duty, regardless of the length of the sickness.

Section 3. (a) If an employee is unable to perform his duties as certified to by the Employer's physician due to non-work related injury, surgery or disabling illness (exclusive of the common cold, flu and the like), such absence shall not be charged to annual sick leave but shall be deducted from a catastrophic sick leave bank as defined in Subsection (b). A dispute concerning the ability to perform duties due to non-work related disability, as defined herein, shall be subject to the Grievance/Arbitration provision of this Agreement.

(b) Effective January 1, 1987, there shall be established a catastrophic sick leave bank for each employee consisting of twenty-one (21) calendar months which may be drawn upon during employment if the employee suffers a catastrophic disability as defined in Subsection (a). Should an employee exhaust the days in said bank, the employee may utilize his regular accumulated sick leave days. Should that be exhausted, an employee may utilize his terminal leave time as provided pursuant to Article XIII.

## ARTICLE X

### LINE OF DUTY INJURY

Section 1. When an employee is injured in the line of duty, the Employer agrees to bear the cost of all necessary medical, dental, surgical, therapeutic and pharmaceutical bills.

Section 2. An employee hospitalized with line of duty injuries will be provided with a semiprivate accommodation at the



minimum.

Section 3. An employee injured in the line of duty reserves the right to be treated by a physician and/or surgeon of his own choice, whose fees will be paid by the Employer, provided authorization is first obtained from the Employer, which authorization shall not be unreasonably withheld.

#### ARTICLE XI

#### WAGES AND PENSIONS

Section 1. The wage scale of the employees covered by this Agreement shall be increased as follows:

<u>Patrolmen</u>	<u>1/1/92</u>	<u>3/1/92</u>	<u>5/1/92</u>	<u>7/15/93</u>
Step 1 (1st year of service)	\$23,773	\$23,773	\$23,773	\$24,973
Step 2 (2nd year of service)	\$27,778	\$27,778	\$27,778	\$29,178
Step 3 (3rd year of service)	\$32,700	\$32,700	\$32,700	\$34,325
Step 4 (4th year of service)	\$34,700	\$34,700	\$35,741	\$37,541
Step 5 (5th year of service)	\$36,700	\$37,801	\$38,935	\$40,885
Step 6 (6th year of service)	\$39,280	\$40,455	\$41,670	\$43,770

Patrolmen who were not at the top of the guide (old Step 4 -- now Step 6) as of December 31, 1991 shall proceed through the new guide as follows:

(a) Employees on Step 1 as of February 1, 1992 shall move to Step 2 on January 8, 1993, Step 3 on July 15, 1993 and shall continue in step on January 8 of each succeeding year (1994 and thereafter).

(b) Employees on Step 2 as of December 31, 1991 shall move to Step 4 on May 1, 1992, Step 5 on July 15, 1993 and shall continue in step on July 15 of each succeeding year (1994 and

thereafter).

(c) Employees hired in 1989 who were on Step 3 as of December 31, 1991 shall move to top step (Step 6) on May 1, 1992, when they shall move to Step 6, except for January 1989 hires, who shall move to top step (Step 6) on January 1, 1992.

Section 2. Salary will be paid in regular weekly installments on the Wednesday of each week. If a holiday falls on Wednesday, then the pay will be distributed on the Tuesday of said week.

Section 3. The Employer agrees to provide all employees with the pension as provided by State law.

## ARTICLE XII

### LONGEVITY

Section 1. The Employer agrees to pay longevity to all employees covered by this Agreement in accordance with the following scale, said longevity to be paid weekly with the employees' salary. Said longevity shall be included as part of the employees' base salary for pension purposes:

<u>Effective 1/1/78</u>	<u>Employees Hired Prior to 9/14/78</u>	<u>Employees Hired on or after 9/14/78</u>
Beginning with 3rd year of service and ending with 5th year	4%	Fifth year 4%
Beginning with 6th year of service and ending with 10th year	6%	Beginning 10th year 6%

Beginning with 11th year of service and ending with 15th year	8%	Beginning 15th year	8%
<u>Effective 1/1/79</u>			
Beginning with 16th year	10%	Beginning 20th year	10%
Beginning 25th year	12%		

### ARTICLE XIII

#### TERMINAL LEAVE

Section 1. Employees hired after January 1, 1984 shall receive on retirement at retirement rate of pay all accumulated sick days, vacation days and accrued days subject to the CAP of this Article. Payment for such accumulated time shall be due within forty-five (45) days of retirement in a lump sum or, at the election of the Employer, in periodic payments over twelve (12) months at the then prevailing rate of interest, interest to commence ninety (90) days after retirement.

Section 2. Employees hired prior to January 1, 1972 shall receive upon retirement six (6) months' pay at retirement rate of pay. Such payment shall be in a lump sum or periodic payments as set forth in Section 1. Such employees shall not receive payment for sick time accumulated after January 1, 1984.

Section 3. Employees hired between January 1, 1972 and December 31, 1983 shall receive upon retirement three (3) months' pay together with all sick days, vacation days and accrued days accumulated after January 1, 1984. Payment is to be at retirement

rate of pay and pursuant to Section 1 above.

Section 4. Book time accumulated prior to January 1, 1984 shall be vested and in addition to the terminal leave of this Article. Such book time shall be applied and calculated under the current practice of the parties.

Effective January 1, 1984, the vested book time shall be published and distributed to the Union and the employees.

Section 5. All sick days, vacation days and accrued days accumulated after January 1, 1984 shall not be included in the vested book time under Section 4 above. Upon retirement, payment to employees falling within Sections 1, 2 and 3 of this Article for the days so accumulated shall be limited up to the following maximum amounts or CAPS:

Patrolmen	\$15,000.00
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On December 31 of each year, the Employer shall publish the annual and accrued leave for each employee, exclusive of the vested book time.

#### ARTICLE XIV

##### CLOTHING ALLOWANCE

Section 1. The Employer agrees to pay all employees covered by this Agreement, effective January 1, 1992, the amount of six hundred seventy-five (\$675.00) dollars per year for the purchase and maintenance of uniforms and personal equipment, said payment to be made on or before July 1 of each year. Effective January 1, 1994, clothing allowance shall be increased to seven

hundred twenty-five (\$725.00) dollars per annum. The employee may purchase uniforms from any supplier of said uniforms.

Section 2. The Employer agrees to pay an additional clothing maintenance allowance of One Hundred Seventy-Five (\$175.00) Dollars per annum, effective January 1, 1992, such payment to be made on or before April 1 of each year.

Section 3. Clothing allowance payment shall be pro-rated based upon time worked the first and last calendar year of employment.

#### ARTICLE XV

##### MEDICAL-SURGICAL AND MAJOR MEDICAL/DENTAL

Section 1. The Employer agrees to provide the existing coverage available with New Jersey Blue Cross and Blue Shield, including Rider J, at its own expense, to the employees covered by this Agreement and their dependents.

Section 2. The Employer further agrees to provide a Major Medical Plan with the Travelers Insurance Company, at its own expense, to the employees covered by this Agreement and to their dependents.

Section 3.

"The Employer shall pay the premium for currently existing New Jersey Blue Cross and Blue Shield coverage for all West New York employees in retirement, including those who have retired prior to the effective date of this Agreement. This coverage shall include the retirees, their wives, husbands, widows and unmarried dependent children under the age of twenty-three (23). It is understood that such payment shall not be made if the retirees or other family members so covered under this program have other similar hospital and medical-surgical

insurance coverage which is provided at no cost to the retirees or other family members.

If and when such persons covered under this program become eligible for Social Security benefits, including Medicare, the Employer shall only be responsible for reduced premiums to provide supplemental Blue Cross and Blue Shield coverage."

Section 4. The Employer will continue to maintain the dental plan coverage currently in effect for each employee and his family. Employees may opt to pay additional premiums so as to obtain a plan which will pay greater benefits.

Section 5. The Employer will continue to provide a prescription drug insurance plan providing prescription drugs to the employees and their families on a \$1.00 prescription co-payment by the employee. Effective January 1, 1993, the co-payment for generic prescription drugs shall be increased to \$3.00 and co-payment for brand-name prescription drugs to \$5.00.

Section 6. The Employer shall implement and maintain Vision Service, Plan C (non-deductible) for employees and dependents. Enrollment in and coverage under the program shall be effective upon the employee's one year anniversary date subsequent to date of hire.

Section 7. Effective January 1, 1993, an optional stipend will be available to employees who have the right to waive dual coverage for any and/or all insurance coverage provided for by the Employer. If said waiver occurs, the employee will receive forty (40%) percent of the difference between the original coverage designation and the new coverage designation. The employee must be

out of the original designation at least one (1) year from the time of the waiver before re-entering the previous coverage and can only re-enter in the open enrollment period. If the employee attempts to re-enter and fails to give the Employer at least ninety (90) ~~calendar~~<sup>AL</sup> days notice or by a certain date prior to the open enrollment period or by a certain date prior to the open enrollment period and then wishes to re-enter, the employee will pay forty (40%) percent of the return premium, except for exigent circumstances.

Section 8. The Employer reserves the right to change insurance carrier(s), subject to Union review, for substantially similar coverage. The parties will subject any disagreement under this Section only to a special arbitration procedure as follows:

Should a dispute arise as to whether or not the change in insurance carriers and/or policies proposed will be substantially similar coverage, the matter shall be submitted to binding arbitration in accordance with the arbitration procedures established under the grievance article of this Agreement (Article XXV). The decision of the arbitrator shall be in writing, shall be submitted within thirty (30) calendar days of the close of the record and shall be final and binding on all parties pursuant to law.

## ARTICLE XVI

### UNIFORMS

Except for policemen performing duties of garage mechanics or towing assignment, the regular uniforms will be worn in the prescribed manner at all times while on duty. The employees, if special circumstances warrant, may be permitted to change into and out of uniforms at Headquarters. The wearing of police caps within

the vehicles shall be optional with the employee.

## ARTICLE XVII

### EMERGENCY LEAVE AND COMPENSATORY TIME

Section 1. Employees shall be granted emergency leave without loss of pay for the following reasons:

- (a) Death in immediate family - three (3) days.
- (b) Serious illness in the immediate family, including childbirth, necessitating the employee's presence - three (3) days.
- (c) The above leave may be extended at the request of the employee by the officer in charge. Effective January 1, 1993, the above leave may be extended at the request of the employee by the Chief or designee; if there is no one designated by the Chief, then the officer in charge shall make the determination.

Section 2. Employees shall be granted preferential compensatory time off for the following reasons without prejudice, providing the efficiency of the Department shall not be affected:

- (a) Baptism, confirmation, graduation, first holy communion and marriage in the employee's immediate family.
- (b) When the employee takes an active part in any of the above ceremonies, e.g., best man, sponsor, etc.

Section 3. For the purpose of this Article, the immediate family shall mean the following:

Wife, child, stepchild, ward, mother, father, stepmother, stepfather, grandmother, grandfather, mother-in-law, father-in-law, guardian, brother, sister, brother-in-law, sister-in-law, grandchildren, aunts, uncles, nephews and nieces.

Section 4. The Employer agrees to allow time off for any



employee, without discrimination, who provides a substitute of equal rank and provided approval of the Chief or his designee (Officer in Charge) is obtained, which approval shall not be unreasonably withheld.

#### ARTICLE XVIII

##### LEAVE OF ABSENCE, MILITARY LEAVE

Section 1. A leave of absence without pay may be granted to any permanent employee who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

Section 2. Employees entering the military or naval service, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges as provided in the Act.

Section 3. Employees called to active duty under the above provisions will be granted eight (8) working days leave with pay, prior to induction.

Section 4. When the military compensation of an employee is less than his salary, the Employer may pay the difference to the employee in monthly installments pursuant to authority by law and N.J.S.A. 38:23-3.

#### ARTICLE XIX

##### REPRIMAND, SUSPENSION, DISCHARGE, RESIGNATION AND RETIREMENT

Section 1. Any employee served with written notice of

charges, by which he could be reprimanded, suspended or discharged, shall have the right to be accompanied or represented by any authorized representative(s) of the Union at said hearing, not limited to or excluding legal counsel.

Section 2. The Employer agrees to pay to any employee who shall resign, retire (subject to Article XIII) or be discharged, all monies due on the payday immediately following the termination of employment. Said pay shall include pro-rata vacation pay and cash in lieu of compensatory time due.

#### ARTICLE XX

##### RESIDENCE

The rules and regulations of the Police Department concerning residency shall apply.

#### ARTICLE XXI

##### MUTUAL AID

The Employer shall insure that any employee who is killed or injured in the line of duty while rendering aid to a neighboring community is fully covered by pension and insurance rights as if said injury or death had occurred out of an accident arising out of performance of duty while in the Town of West New York.

#### ARTICLE XXII

##### SANITARY FACILITIES

All duty stations and the facilities within shall be maintained in good order by the Employer.

ARTICLE XXIII

RULES AND REGULATIONS

Section 1. The Union agrees that the Employer has the right to maintain and enforce a reasonable set of rules and regulations covering the actions of the employees and the operation of the Department subject to applicable laws.

Section 2. The Employer agrees that all new, or modifications of old, rules and regulations will be discussed with the authorized representative(s) of the Union prior to their promulgation and such proposed rules and regulations shall not be in conflict with the provisions of this contract.

Section 3. The Employer agrees to give the Union thirty (30) days notice in writing, prior to any change or introductions of new rules and/or regulations of the Department.

Section 4. The Employer agrees to make available to the Union a carbon copy of all orders issued by the Chief of the Department and by the Commissioner of the Department of Public Safety applicable to the Police Department.

Section 5. Each employee shall be entitled to an examination and inspection of his personnel file upon request.

ARTICLE XXIV

MAINTENANCE OF STANDARDS

Section 1. The Employer agrees that all terms and conditions of employment not covered by this Agreement shall remain

in full force and effect at their highest standards.

Section 2. The Employer shall not enter into any agreement with any employee or groups of employees which in any way conflicts with the terms of this Agreement.

#### ARTICLE XXV

#### GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle all grievances between policemen, between the policemen and the Employer, and between the Union and the Employer, as quickly as possible so as to insure efficiency and promote policemen's morale.

A grievance is defined as any disagreement between the policemen, between the policemen and the Employer, or between the Union and the Employer, involving the interpretation, application or violation of policies, agreements and the administrative decisions affecting them. Grievances shall be concerned with, but not limited to, employment, work conditions, light, heat, sanitary facilities, safety, type and location of work assignments, work load and attitude of supervisors.

All grievances shall be set forth in writing. In the first instance, the union shall attempt to settle informally all grievances within the chain of command.

Section 2. If the grievance is not settled informally, then the Union shall have the right to submit such grievance to the Chief of the Police Department or such persons as he shall

designate, in writing, with notice to the Union of such designation. The grievance shall be decided within seven (7) calendar days after submission.

Section 3. If the grievance shall not be settled informally, or by the procedure set forth in Section 2 above, the aggrieved shall have the right to submit such grievance to the Director of the Department of Public Safety. The grievance shall be decided within seven (7) calendar days after submission.

Section 4. If the grievance shall not be settled informally or by the Chief of the Police Department, or by the Director of the Department of Public Safety, and if said grievance is not cognizable by Civil Service, then the Union may request the Public Employment Relations Commission (PERC) to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding upon all parties. The cost of arbitration shall be borne by the Employer and the Union equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing.

Section 5. The Union President, or his authorized representative, may report an impending grievance to the Director of the Department of Public Safety or his designee in an effort to forestall its occurrence.

Section 6. Any grievance must be presented within ten (10) days after aggrieved person knew or should have known of the event or events upon which the claim is based or else such grievance

shall be deemed waived.

Section 7. In the event that a compulsory arbitration law permissible and applicable to municipalities is passed by the Legislature, then the Employer agrees to adopt such act and be bound by it.

#### ARTICLE XXVI

##### SAVINGS CLAUSE

Should any part of any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof and the parties agree that with respect to any clause so determined to be invalid, the parties will immediately renegotiate said invalid clause so as to bring same within legal limits.

#### ARTICLE XXVII

##### APPLICABLE LAWS

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

#### ARTICLE XXVIII

##### MANAGEMENT RIGHTS

Section 1. The Police Department shall have control and

direction of its operations. The employees and the Employer shall be subject to the rules and regulations of the Police Department and the laws of the State of New Jersey and the rules and regulations of the New Jersey State Department of Personnel.

Section 2. The Police Department shall exclusively determine all matters concerning the location of police stations, plant structures, training and all other matters necessary to the operation of the Police Department, except that such determination shall not be in conflict with this Agreement.

Section 3. All members of the Department shall be subject to emergency call to duty at the discretion of the Chief in charge of the Police Department, or the superior in charge of the Town.

#### ARTICLE XXIX

##### COOPERATION

The Union and the Employer agree that they will cooperate in eliminating waste, improving training and efficiency, combating absenteeism and strengthening good will between the Employer and the employees, the Union and the public. The Union agrees to support the Employer's effort to assure a normal day's work on the part of its employees.

#### ARTICLE XXX

##### NON-POLICE DUTIES

The Employer and the Union acknowledge that a policeman's primary responsibility is to perform police duties and that his

energies should, to the fullest extent, be utilized to this end.

#### ARTICLE XXXI

##### OFF-DUTY POLICE ACTION

Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

(a) Any action taken by a member of the force on his time off 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 the rights and benefits concerning such action as if he were then on active duty.

(b) Recognizing that the Employer and its residents benefit from the additional protection afforded them by off-duty police officers, and further recognizing the weighty responsibility and hazards confronting such off-duty police officers, the Employer agrees to pay such employees, in addition to other benefits provided under this Agreement, an additional sum to be added to the regular and periodic payments which employees receive in the following amount: One (\$1.00) Dollar per year for off-duty time.

#### ARTICLE XXXII

##### RIGHTS OF EMPLOYEES

Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

The security of the community depends to a great extent on the manner in which the police officers perform their duty, and their employment is thus in the nature of a public trust.

The wide ranging powers and duties given to the Department and its members involve them in all manner contacts and relationships



with the public.

Out of these contacts may come questions concerning the actions of the members of the force.

These questions may require investigation by superior officers designated by the Chief of Police and the governing body.

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

(a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation require otherwise. The member of the force shall be compensated so long as he is exonerated of the charge.

(b) The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

(c) The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed.

(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 member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

(f) The complete interrogation of the member of the force shall be recorded mechanically or by a stenographer, if so requested by him. There will be no "off the record" questions unless agreed to by the parties. All recesses called during the questioning shall be recorded.

(g) If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(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 an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.

(i) The Department shall not release the employee's home phone number to anyone without an expressed and written authorization executed by the employee.

ARTICLE XXXIII

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 Employer will permit at least two (2) uniformed police officers of the Department to participate in the funeral services for the said deceased officer.

Subject to the availability of same, the Employer will permit a department vehicle to be utilized by the members in the funeral service.

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.

ARTICLE XXXIV

DATA FOR FUTURE BARGAINING

The Employer and the Union each agree to make available to the other all relevant data that each may require to bargain collectively.

The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the costs of various insurance and other programs, information concerning overtime worked by employees, the total number of injuries on duty and other data of a similar nature.

ARTICLE XXXV

UNION EDUCATION FUND-COLLEGE CREDITS

Section 1. The Employer shall provide for the Union, on January 1st of each year, a fund of \$1,200.00 for use by the Union for general education purposes, including, but not limited to, attendance and incidental expenses at seminars, schools and gatherings of police officers. Monies shall be paid from the fund upon the submission of vouchers and approval of the Board of Commissioners as prescribed by law.

Section 2. Each employee is entitled to receive credit for all college courses taken which lead to an Associate, Bachelor or Masters Degree in a police-related field. The Employer agrees to pay two (\$2.00) dollars per year for each such credit earned. Such payment is to be made on the first pay day in September.

Section 3. There shall be established a Committee comprised of two (2) members selected by the Employer and two (2) members selected by the Employee organization. The purpose of this Committee shall be to determine whether credits achieved by an employee shall be deemed job-related and compensable under this Article. This shall apply toward credits obtained subsequent to the execution of this Agreement. Any dispute or difference not resolved by the Committee shall be subject to the Grievance Procedure.

ARTICLE XXXVI

LICENSES

Any employee whose employment requires the holding of any license, Federal and/or State, may be disciplined for the following:

- 1) Loss of said license;
- 2) Failure to promptly advise the Chief or designee of said loss of license.

Any loss of license that results in a discipline or suspension or greater will result in the loss of pay for the period of discipline.

ARTICLE XXXVII

SUBSTANCE ABUSE POLICY

The parties hereby agree to attempt to establish language/provisions for a substance abuse policy within one hundred fifty (150) days from the signing of this Agreement. The parties also agree that failure to agree to such may result in the dispute being submitted to a special arbitration procedure akin to interest arbitration using the Public Employment Relations Commission as the funnel for the selection of an arbitrator. The arbitrator and the arbitration shall be governed by the procedures set forth for interest arbitration.

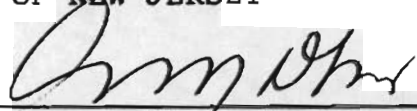
ARTICLE XXXVIII

DURATION

Section 1. This Agreement shall be effective as of January 1, 1992 and shall expire June 30, 1994, or such time as a new contract is executed. Both parties agree to commence negotiations for the new contract not later than January 1, 1994.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 29th day of December, 1993.

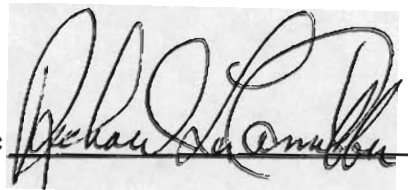
THE TOWN OF WEST NEW YORK  
A MUNICIPAL CORPORATION IN  
THE COUNTY OF HUDSON,  
STATE OF NEW JERSEY

By:   
Mayor Anthony M. DeFino,  
Director of Public Safety

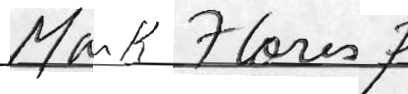
ATTEST:

By:   
Carmela Riccio, Town Clerk

LOCAL 88 GUTTENBERG-  
WEST NEW YORK

By:  Pres. PBA 88

ATTEST:

By:  PBA Treas.

RESOLUTION

DEC 29 1993

A RESOLUTION AUTHORIZING THE MAYOR  
AND TOWN CLERK TO EXECUTE AN AGREEMENT  
BETWEEN THE TOWN OF WEST NEW YORK AND  
PBA LOCAL 88


WHEREAS, the Town of West New York engaged in collective bargaining with PBA Local 88, representing patrolmen in West New York, for purposes of establishing a new collective bargaining agreement between the parties;

WHEREAS, the parties went through the interest arbitration process, which resulted in an award rendered by Marilyn Steiner establishing new/revised/changed terms and conditions of employment between the parties;

WHEREAS, a new collective bargaining agreement has been drafted and reviewed by the parties and is ready for execution by the parties;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of West New York, County of Hudson, State of New Jersey that the Mayor and Town Clerk are hereby authorized to execute, on behalf of the Town of West New York, the collective bargaining agreement between the Town of West New York and PBA Local 88 for the period of January 1, 1992 through June 30, 1994 and a copy of a fully executed agreement shall be on file in the office of the Town Clerk.

I, CARMELA RICCIE, TOWN CLERK of the Town of West New York, County of Hudson, do hereby certify the foregoing to be a true and correct copy of the above resolution adopted by the Mayor and Board of Commissioners of the Town of West New York at a meeting held on December 29, 19 93.

  
\_\_\_\_\_  
CARMELA RICCIE, TOWN CLERK