

General Agreement

Between

Town of West New York

And

**West New York
Policemen's Benevolent Association
Local 361, Incorporated**

January 1, 2015 - December 31, 2019

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Article I

Union Recognition

Section 1. The Town of West New York ("Employer" or "Town") hereby recognizes the West New York PBA Local 361, Inc. ("PBA" or "Local 361") 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 procedures, and all terms and conditions of employment.

Section 2. The Employer agrees to deduct from the pay of all members of the PBA any dues as required by PBA rules and regulations. All such deductions shall be remitted to the proper official of the PBA 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 PBA 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 PBA by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five (85%) percent or the maximum allowed by law of the regular PBA membership dues, fees and assessments as certified to the Employer by the PBA. The PBA may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular PBA membership dues, fees and assessments. The PBA's entitlement to the Representation Fee shall continue beyond the termination date of this agreement so long as the PBA 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 PBA and the Employer.

Section 4. The PBA 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

PBA 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 PBA, 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 police officer 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 361 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 PBA may enter Headquarters or the Municipal building during the workday 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 PBA, 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 PBA.

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 Civil Service Commission Rules and Regulations.

Section 2. A constant Civil Service Commission list shall be maintained for all ranks to insure the prompt filling of vacancies. At the request of the PBA, the Employer will request the Civil Service Commission to call for an examination.

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

Article V

Workday, Work Week, Staffing and Patrol Vehicles

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 seventy-two (72); then shall work four (4) consecutive eight (8) hour days on midnight to 8:00 a.m. tour, followed by a ninety-six (96) 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 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 PBA.

Section 2. Detailed Employees 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 Employee 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. Employees assigned to the Urban Enterprise Zone (UEZ) unit 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 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 vehicle, 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 nightstick 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 revolving beacon, or other emergency lights of at least equal projection and visibility; one (1) small Scott pack.

In all patrol vehicles, 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 weapon qualification for each police officer, at no expense to the Employee. This shall include, but not limited to all ammunition, (38

special, 9mm, .380cal, .40 cal.), required to qualify with weapons authorized by the Department to carry.

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

Section 7. Effective upon the signing of this Agreement, the PBA agrees to formulate a proposal for a Steady Shift Schedule in consultation with the Town, and present it to its membership for consideration and approval. If approved by the membership of the PBA and PSA the Schedule would be implemented on a trial basis, the duration and scope of which would be determined prior to presentation to the membership.

Article VI

Overtime

Section 1. The average 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 dividing the total by 1966.

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 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 thirty-first (31) day of January succeeding the year in 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 made at the overtime rate; except for detailed and UEZ officers 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 in West New York) payment shall be at the overtime rate for all such calls outside the Employee's normal

workday. In lieu of the forgoing, 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, staffing availability is not affected and that twenty-four (24) hour prior written notice is given by the Officer of their selection to the Officer in charge of their shift:

- i. the Officer may take off the midnight to 8:00 a.m. shift and waive overtime for court appearance; or
 - ii. the Officer may work their 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, but less than 1 hour beyond their normal tour will be paid a minimum of one (1) hour overtime at the overtime rate.
- (f) When an Employee is called in at a time that is not contiguous to an Employee's previously scheduled tour; such call-in shall be for a minimum of four (4) hours.
- (g) The Employee shall receive meal money when guarding prisoners at hospitals.

Section 5. The PBA and Employer agree that a special duty roster will be posted on the Department Bulletin Board; said roster is to list all Employees in alphabetical order. Employees will be called from this roster in rotation so that all officers will have an equal opportunity to earn extra compensation when the services of police officers are requested for special duty. If an Employee refuses an assignment, that Employee will be passed by until a complete cycle of the roster has been completed. Special duty, as set forth in this section, shall be defined as those assignments which the Director or designee determines fall outside the normal duties of a police officer, as defined by the

Civil Service Commission, or require 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 the purposes of recalling police officers to duty in emergency situations, a roster shall be posted and maintained and utilized in such a recall.

Section 8. All compensatory time shall be purchased, upon the Officer's request, by the Town subject to the availability of funds. The cashed-in compensatory time will be purchased at the officer's current hourly rate at the time of purchase. All compensatory time cash-in request shall be paid in the order received by the Town.

Section 9. For the purposes of payment of OFF DUTY work, payment for hours worked in excess of \$1,500 shall be in a separate check with normal deductions and made as funds are available by the vendor.

Article VII

Holidays

Section 1. There shall be fourteen (14) paid holidays per year for Employee's covered by this Agreement. Effective on the last pay period of December 2001, all Employee's, in lieu of Holiday Pay, will have an amount equal to their Holiday Pay included in their base salary. The amount of the Holiday Pay shall not be included for calculation of the overtime rate or hourly rate.

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.

Article VIII

Vacation and Vacation Pay

Section 1.

(a) Effective January 1, 1988 and annually thereafter, vacations shall be as follows:

During 1 st year of service	10 working days
During 2 nd year of service	20 working days
During 3 rd year of service and each year thereafter	29 working days

(b) During the first calendar year of service vacation shall be pro-rated for Employees.

(c) An Employee may not utilize any vacation leave during the first six (6) months of employment without first obtaining the approval of the Director or designee, which approval shall not be unreasonably withheld.

Section 2. The vacation period shall be between January 1 and December 31. All vacation leave shall be subject to the approval of the Director or designee, which approval shall not be unreasonably withheld. An Employee, at their request, shall be provided no less than eight (8) consecutive workdays within the period of June 15 to September 15. Vacation days shall be placed in the vacation day 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. 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. All vacation time must be used by the end of the calendar year. Vacation can only be carried over if denied due to the work load needs of the Town.

Section 5.

- (a) If an Employee who is on vacation becomes sick or injured, that Employee shall not be placed on sick leave until expiration of the scheduled vacation.
- (b) In the event of an Employee's death, all vacation pay due him/her will be paid to his/her estate.
- (c) Employees shall be permitted to exchange vacation time without prejudice or discrimination.

Section 6. All grievances regarding vacation may proceed directly to arbitration at the PBA's discretion. Such arbitration shall be held before Arbitrator Thomas Hartigan, or in the event he is unavailable, another arbitrator agreed upon between the PBA and the Employer, within five (5) working days of the date that the grievance was filed. The arbitrator shall issue a bench decision after the parties present their proofs.

Article IX

Sick, Catastrophic & Maternity 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 that Employee 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 that Employee to submit a doctors certificate for any subsequent sickness during the calendar year before that Employee returns to duty, regardless of the length of sickness.

Section 3.

(a) If an Employee is unable to perform their 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 their regular accumulated sick leave days. Should that be exhausted, an Employee may utilize their terminal leave time as provided pursuant to Article XIII.

(c) Officers who have more than 60 sick days banked shall be required to exhaust all days over 60 prior to using the catastrophic bank. Once at 60 banked sick days, the use of the catastrophic bank shall commence. Officers who do not have 60 banked sick days and who satisfy the requirements of paragraph (a) above shall immediately be allowed to use the catastrophic bank.

Section 4.

(a) An Employee, who does not use any sick days from January 1 through December 31, shall receive five day's pay.

(b) An Employee, who only uses one sick day from January 1 through December 31, shall receive four day's pay.

(c) An Employee, who only uses two sick days from January 1 through December 31, shall receive three day's pay.

(d) An Employee, who only uses three sick days from January 1 through December 31, shall receive two day's pay.

(e) An Employee, who only uses four sick days from January 1 through December 31, shall receive one day's pay.

These amounts will be payable in the first pay period of the new year.

Section 5.

(a) Female Employees that are pregnant shall advise the Employer at the earliest possible time of learning they are pregnant. The Employee shall be permitted to work her normal duties as long as her physician permits such work and provides a note stating so. Upon recommendation of her physician, the Employee shall be temporarily transferred to an administrative position that she is capable of performing, consistent with the Town's policy on light duty. The officer's physician shall be one of her choosing.

- (b) The female Employee shall be permitted to use accumulated sick and catastrophic time, upon notification to the Police Department's Medical Officer during the period of her pregnancy and the period following childbirth.
- (c) Additional time may be granted to an Employee if complications arise in the pregnancy and/or childbirth.
- (d) In addition, the female Employee shall be granted maternity leave without pay, for up to twelve (12) months duration and shall be returned to work without loss of benefits or seniority provided she notifies the Director no later than six (6) months of leave that she intends to return.
- (e) The female Employee shall at all times be kept at full benefits and shall be considered on active duty for computation purposes. The Employer must make appropriate contributions to the pension system at all times while female Employee is covered under this article. This clause does not apply when the Employee is on an unpaid leave of absence.
- (f) The female Employee shall be permitted to wear appropriate clothing and equipment that is consistent with her medical condition.
- (g) Upon return to active duty status, the female Employee shall be placed in the same assignment that she held before departing on maternity leave, where practicable.
- (h) Male Employees shall be permitted Five (5) working days off with full pay and benefits following the birth of a child.

Section 6.

- (a) A leave of absence for all Employees for reasons of childbirth or adoptions of a child may be granted to an Employee up to twelve (12) weeks in accordance with the New Jersey Family Leave Act and Federal Family and Medical Leave Act.

(b) Employees seeking a leave of absence for care of a newborn or adoption of a child shall notify the Employer with reasonable notice.

(c) Any leave of absence taken by an Employee for the caring of a newborn child or adoption of a child shall be unpaid. However, the Employee may use sick and/or catastrophic time for sixty (60) calendar days after childbirth, if there are complications resulting from the birth. After sick time is exhausted, catastrophic time may be used.

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 semi-private 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 the Employee's 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 base annual salary of the Employees covered by this agreement shall be:

	1/1/15	6/1/15*	12/31/15*	6/1/16*	12/31/16*	6/1/17*	12/31/17*	6/1/18*	12/31/18*	6/1/19*	12/31/19*
Academy	37,847.48	38,225.95	38,608.21	38,994.30	39,384.24	39,778.08	40,175.86	40,577.62	40,983.40	41,393.23	41,807.16
Graduation	43,007.94	43,438.02	43,872.40	44,311.12	44,754.23	45,201.78	45,653.79	46,110.33	46,571.44	47,037.15	47,507.52
Step 1:	49,658.57	50,155.16	50,656.71	51,163.27	51,674.91	52,191.66	52,713.57	53,240.71	53,773.12	54,310.85	54,853.96
Step 2:	58,018.85	58,599.04	59,185.03	59,776.88	60,374.65	60,978.39	61,588.18	62,204.06	62,826.10	63,454.36	64,088.91
Step 3:	61,932.25	62,551.57	63,177.09	63,808.86	64,446.95	65,091.42	65,742.33	66,399.75	67,063.75	67,734.39	68,411.73
Step 4:	68,255.36	68,937.91	69,627.29	70,323.57	71,026.80	71,737.07	72,454.44	73,178.98	73,910.77	74,649.88	75,396.38
Step 5:	74,649.37	75,395.86	76,149.82	76,911.32	77,680.43	78,457.24	79,241.81	80,034.23	80,834.57	81,642.92	82,459.35
Step 6:	81,297.75	82,110.73	82,931.83	83,761.15	84,598.76	85,444.75	86,299.20	87,162.19	88,033.81	88,914.15	89,803.29
Step 7:	87,034.47	87,904.81	88,783.86	89,671.70	90,568.42	91,474.10	92,388.84	93,312.73	94,245.86	95,188.32	96,140.20

*Payable as of 11:59 p.m.

Section 2. Salary will be paid in regular biweekly installments on the Wednesday of every other week. If a holiday falls on a pay 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.

Section 4. The Employer agrees to continue for the direct deposit of salary paychecks for all Employees covered under this Agreement, in the same manner in which it is done at the present time.

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 biweekly with the Employee's salary. Said longevity shall be included as part of the Employee's base salary for pension purposes:

Section 2. Effective July 1, 1998 the following longevity scale shall become the scale for all Employees covered by this agreement:

- | | |
|--|-----|
| (a) At the beginning of the fifth (5) year of service and ending with the completion of the seventh (7) year of service: | 4% |
| (b) At the beginning of the eighth (8) year of service and ending with the completion of the eleventh (11) year of service: | 6% |
| (c) At the beginning of the twelfth (12) year of service and ending with the completion of the fifteenth (15) year of service: | 8% |
| (d) At the beginning of the sixteenth (16) year of service and ending with the completion of the nineteenth (19) year of service: | 10% |
| (e) At the beginning of the twentieth (20) year of service and ending with the completion of the twenty-fourth (24) year of service: | 12% |
| (f) At the beginning of the twenty-fifth year of service and every year thereafter: | 14% |

Article XIII

Terminal Leave

Section 1. A. 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.

B. If the Employer elects to make periodic payments over twelve (12) months at the then prevailing rate of interest, interest to commence ninety (90) days after retirement, said payments shall be paid in five (5) or less installments, with the first installment being paid no later than sixty (60) days after commencement of retirement, and the remaining installments to be paid no later than ten (10) weeks apart after the first installment.

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 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 PBA 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. 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 cap:

Police Officers \$17,000

On December 31st 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 current clothing allowance is \$725.00 per annum. Effective January 1, 2013, the Employer agrees to increase the clothing allowance \$850.00, annually. Said payment is to be made on or before July 1st of each year. The Employee may purchase uniforms from any supplier of said uniforms.

Section 2, The current clothing maintenance allowance is \$175.00 per annum. Effective January 1, 2013, the Employer agrees to increase the clothing maintenance allowance to \$250.00, annually. Said payment is to be made on or before April 1st of each year.

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

Section 4. Plain-Clothes officers shall receive a stipend of \$500.00 per year, payable upon assignment. Following two years of assignment in plain clothes, the stipend is permanent.

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, 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 Horizon Blue Cross/Blue Shield PPO, at its own expense, to the Employee's covered by this Agreement and their dependents.

Section 3. Except as set forth in Section 4, the Employer shall pay the premium for the currently existing Horizon Blue Cross and Blue Shield coverage for all 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, and Medicare Part B, which gets paid by Social Security, the Employer shall only be responsible for reduced premiums to provide supplemental coverage.

Section 4. (a) Effective January 1, 2015, contribution rates for health insurance shall be in accordance with Attachment A.

(b) Both parties agree to reopen the Agreement on July 1, 2017 in order to negotiate the rates paid in Attachment A. The Town and the Union agree that any negotiated increases to the contribution rates will not exceed five percent (5%) in contract years 2017, 2018 and 2019.

(c) Employees who retire and are required to contribute toward the cost of health insurance coverage pursuant to Chapter 78 shall contribute the amount set forth on Schedule A based on their monthly retirement allowances and the amount shall be deducted from their monthly retirement allowances.

Section 5. Horizon Blue Cross Blue Shield (Blues Network) Direct Access Point of Service for any Employee hired after October 25, 2006 throughout their entire career. This is not to affect any Employee currently employed as of October 25, 2006.

Section 6. The Employer will continue to maintain the existing Horizon Blue Cross and Blue Shield dental plan coverage currently in effect for each Employee and their dependents, which will include two thousand dollars (\$2,000.00) of coverage per participant for Orthodontic work per year. Employees may opt to pay additional premiums to obtain a plan, which will pay greater benefits. This coverage will be carried into retirement at the Employer's expense for any and all members retiring on or after January 1, 2012.

Section 7. A. The Employer will continue to provide a prescription drug insurance plan providing prescription drugs to the Employees and their families with co-payments as follows:

Generic drugs -	\$5.00
Brand-name drugs -	\$15.00
Specialty Pharmaceuticals	\$50.00

Specialty Pharmaceuticals are defined in accordance with the New Jersey State Health Benefits Program, Prescription Drug Plans Member Handbook, Plan Year 2013, as: Oral or injectable drugs that have unique production, administration, or distribution requirements. They require specialized patient education prior to use and ongoing patient assistance while undergoing treatment.

Both parties agree that this clarifying language in regards to Specialty drugs shall in no way deny or lessen the medication currently entitled to in the collective bargaining agreement that expired December 31, 2014 or successor contract.

B. Also, effective December 1, 2006, mail ordering maintenance drugs are mandatory. Mandatory is defined as drugs taken over ninety (90) days. Starter prescriptions are defined as an initial drug purchase (locally) that will last thirty (30) days. The second prescription (mail order) will be sent to a mail order company during the initial prescription purchase period. The mail order form must be formatted in a way to make it easy to fill out.

Section 8. The Employer shall implement and maintain Vision Service, Plan C (non-deductible) for Employees and dependents. Enrollment in and coverage under the program shall become effective upon the Employee's one-year anniversary date subsequent to date of hire. This coverage will be carried into retirement for any and all members retiring on or after January 1, 2012.

Section 9. 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 optional stipend for employees who waive dual coverage for any and/or all insurance coverage provided by the Town will be \$5,000.00 per annum. For Employees who first elected to waive coverage on or after May 21, 2010, they shall receive an annual stipend of \$5,000 or 25% of the savings, whichever is less. The Employee must be out of the original designation at least one (1) year from the time the waiver before re-entering the previous coverage and can only re-enter in the open enrollment period. If an employee attempts to re-enter and fails to give the Employer at least 90 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 re-pay the pro-rated stipend, except for exigent circumstances.

Section 10. The Employer reserves the right to change insurance carrier(s), subject to PBA review. If the Employer exercises it's right to change insurance carriers, the succeeding health insurance plan, including major medical, dental, prescription, vision, or any other health plan shall be equivalent to or better than the plan currently in effect.

The parties will subject any disagreement under this section only to a special arbitration procedure. Should a dispute arise as to whether or not the change in insurance carriers and/or policies proposed will be equivalent to or better than the plan currently in effect, 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 Employees performing the 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 the immediate family – Four (4) days.
- (b) Serious illness in the immediate family necessitating the Employee's presence – Three (3) days.
- (c) The above leave may be extended at the request of the Employee by the Police Director or Deputy Director of Public Safety. If there is no Police Director or Deputy Director of Public Safety, 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/maid of honor, 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 approval is obtained from the Director or Deputy Director of

Public Safety of the department or his designee, or Officer-in-Charge, 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 are 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 their 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 the Employee could be reprimanded, suspended or discharged, shall have the right to be accompanied or represented by an authorized representative(s) of the PBA 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.

Section 3. Minor discipline, including reprimands shall be subject to the grievance and arbitration provision of this agreement.

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/incident arising out of performance of duty while in the Town West New York.

Article XXII

Sanitary Facilities

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

Article XXIII

Rules and Regulations

Section 1. The PBA 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 PBA 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 PBA thirty (30) days' notice in writing, prior to any change or introduction of new rules and/or regulations of the Police Department.

Section 4. The Employer agrees to make available to the PBA a copy of all orders issued by the Director of the Police 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 are 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 group 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 Employees, between the Police Officer and the Employer, and between the PBA and the Employer, as quickly as possible so as to insure efficiency and promote police officer's morale.

A grievance is defined as any disagreement between the Employees, between the Employees and the Employer, or between the PBA 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, workload and attitude of supervisors.

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

Section 2. If the grievance is not settled informally, then the PBA shall have the right to submit such grievance to the Director or designee, in writing, with notice to the PBA 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 Director 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 PBA may file for binding arbitration through the Public Employment Relations Commission. The arbitrator shall have full power to resolve the dispute between the parties, and their decision shall be final and binding upon all parties. The cost of the

Arbitrator shall be paid by the Employer and the PBA, equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render their decision within thirty (30) days of the close of hearing.

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

Section 6. Any grievance must be presented within ten (10) days after aggrieved Employee 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. Effective July 1, 1998 the PBA shall have the right to go to Arbitration on any and all cases of minor discipline as per the NJ Law Enforcement Protection Act.

Article XXVI

Saving 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 Civil Service Commission.

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 Police Director, Deputy Director of the Public Safety, or his designee.

Article XXIX

Cooperation

The PBA and the Employer agree that they will cooperate in eliminating waste, improving training and efficiency, combating absenteeism and strengthening goodwill between the Employer and the Employees, the PBA and the public. The PBA 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 PBA acknowledge that a Police Officer's primary responsibility is to perform police duties and that their 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 Police Officer on their 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 the Employee were there 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 the 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 Director of the Police Department and the governing body.

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

(a) An Officer who is the subject to an interview shall have the right to have a PBA representative and/or counsel present regardless of whether the officer is a witness or target of the investigation. An Officer shall have the right to delay the interview for a period not to exceed 48 hours from notice to obtain representation.

(b) If an Officer is to be interviewed via written questionnaire, he shall have the right to review the questionnaire with a PBA representative and/or counsel, he shall also be given a minimum of 48 hours from receipt to complete the questionnaire and to maintain a copy of the questionnaire and his answers.

(c) An Officer who is the subject of a Department Investigation of a non-criminal nature shall be informed of the allegation(s) against him/her, in writing, within ten (10) days of receipt of the complaint.

(d) Department investigation shall commence within 5 days of when the department becomes aware of the allegations.

(e) All Department investigations shall be concluded within 30-days of their inception except where the circumstances dictate the need for additional time to properly conclude the investigation. In cases that exceed the 30-day time frame, the officers under investigation will be informed in writing of the extension and the reason therefore.

(f) The complete interrogation of the member of the force shall be recorded mechanically or by a stenographer, if so requested by the member. There will be no "off the record" questions unless agreed to by the parties. All recesses called during the questioning shall be recorded. All Officers who are investigated shall be notified of the result in writing within 10 days of its completion.

(g) When an officer is involved in a critical incident, such as a shooting, motor vehicle accident, or physical altercation, he shall be immediately removed from the area or as soon thereafter as possible, if he requests medical attention or evaluation. Said officer shall not be required to respond to any questions or supply any statement or written report until he is released by the evaluating physician or other medical professional. Such delay shall not exceed two (2) business days unless the officer is physically and/or mentally incapacitated.

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

(i) Unfounded and not sustained complaints against a bargaining unit member, shall not be included in his personnel file, and shall not be used in any subsequent disciplinary proceedings or in making a promotion decision.

(j) Interrogations shall be performed by sworn law enforcement personnel.

(k) Violation of the foregoing shall render any report and/or statement made by the officer being investigated inadmissible in any proceeding or action brought against the officer.

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 police 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 be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Director of the Police Department.

Article XXXIV

Date for Future Bargaining

The Employer and the PBA 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 similar nature.

Article XXXV

PBA Education Fund-College Credits

Section 1. The Employer shall provide for the PBA, on January 1st of each year, a fund of \$3,000.00 for use by the PBA 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 Master's Degree in any field. The Employer agrees to pay thirty dollars (\$30.00) per year for each such credit earned. Such payment shall be added to the Employee's annual salary and shall be paid in regular bi-weekly paychecks.

Article XXXVI

Licenses

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

- (a) Loss of said license;
- (b) Failure to promptly advise the Director or designee or 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 procedure set forth for interest arbitration.

Drug abuse guidelines will follow the State Attorney General's January 2006 guidelines.

Article XXXVIII

Duration

This Agreement shall be effective as of January 1, 2015 and shall expire December 31, 2019 or such time as a new contract is executed. Both parties agree to commence negotiations for the new contract no later than June 1, 2019.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 26 day of October, 2017.

**The Town of West New York
A Municipal Corporation in
The County of Hudson,
State of New Jersey**

Sign: [Signature]
Print: Felix E. Roove

**The West New York Policemen's
Benevolent Association,
Local 361, Inc.**

Sign: [Signature]
Print: Thomas Mannion

ATTEST:

Sign: [Signature] ^{10/26/17}
Print: CARMELA RICCIÉ
TOWN CLERK

ATTEST:

Sign: [Signature]
Print: John Vializ