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AGREEMENT

BETWEEN

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 102

AND

BOROUGH OF MAYWOOD

JANUARY 1, 1998

TO

DECEMBER 31, 2000

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AGREEMENT

PREAMBLE

THIS AGREEMENT, made this day of , 199__ , by and between:

BOROUGH OF MAYWOOD, a Municipal Corporation of the State of New Jersey, with municipal offices located at County of Bergen, State of New Jersey (hereinafter referred to as the BOROUGH);

-AND-

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 102 (Maywood members only), representative of the Patrolmen and Police Officers above the rank of Patrolman (excluding the Chief), of the Maywood Police Department (hereinafter referred to as the EMPLOYEE or ASSOCIATION).

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

NOW, THEREFORE, it is agreed as follows:

Section 1.00 EMPLOYEES BASIC RIGHTS

1.01 Pursuant to Chapter 303, Public Laws of 1968, the BOROUGH agrees that every EMPLOYEE shall have the right freely to organize, join and support the P.B.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the BOROUGH undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any EMPLOYEE in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or any other laws of the State of New Jersey or of the Constitution of New Jersey and of the United States.

1.02 The BOROUGH further agrees that it shall not discriminate against any EMPLOYEE with respect to hours, wages or any other terms or conditions of employment by reason of his membership in the P.B.A. and its affiliates, collective negotiations with the BOROUGH or his institution of any grievance, complaint or proceeding under this

* Throughout this Agreement, the words "Patrolman or he" are used with gender neutral intent, and shall be deemed to apply to male and female persons equally. J TRK

AGREEMENT or otherwise with respect to any terms or conditions of employment, as prescribed by the statutes of the State of New Jersey.

Section 2.00 EXCLUSIVITY OF ASSOCIATION REPRESENTATIVES

2.01 The BOROUGH agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association with regard to the categories of personnel covered by the said memorandum of agreement during the terms of this Agreement.

Section 3.00 EXISTING LAW

3.01 The provisions of this Agreement shall be subject and subordinate to, and shall not annul or modify existing applicable provisions of State Laws, Federal Laws and/or arbitration decisions.

Section 4.00 ASSOCIATION RECOGNITION

4.01 The BOROUGH recognizes P.B.A. Local 102, Maywood members only, as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all patrolmen and Police Officers above the rank of Patrolman employed by the BOROUGH's Police Department. As hereinafter used, the term "Association" shall refer to P.B.A. Local 102, Maywood Police Department members only.


4.02 All Patrolmen and Police Officers above the rank of Patrolman (excluding the Chief) employed by the BOROUGH shall be members of the Association.

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

Section 5.00 ASSOCIATION REPRESENTATIVES

5.01 The BOROUGH recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement, provided they are members of the Maywood Police Department members of the Association or their attorneys.

5.02 The Association shall furnish the BOROUGH in writing with the names of the representatives and the alternatives and notify the BOROUGH of any changes.

5.03 The authority of the representatives and alternatives so designated by the Association shall be limited to, and not exceed, the following duties and activities:  TRX

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- B. The transmission of such messages and information which shall originate with and are authorized by the Association Unit or its representatives.

5.04 The designated Association representatives shall be granted reasonable time with pay during working hours, pursuant to the Chief's control, to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with BOROUGH officials.

Section 6.00 RIGHTS OF EMPLOYEES

6.01 Members of the Association hold a unique status as public employees in that the nature of their office and employment involves the exercise of a portion of the police power of the BOROUGH. This section is intended to apply only to those cases involving potential criminal or disciplinary charges against members of the bargaining unit.


6.02 The security of the community depends to a great extent on the manner in which Police Officers perform their duties and their employment is thus in the nature of a public trust.

6.03 The wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public.

6.04 Out of these contacts may come questions concerning the actions of the members of the Police Department.

6.05 These questions may require investigations by superior officers designated by the Chief of Police and the Governing body.

6.06 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 Police Department shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictates otherwise.
- B. The interrogation shall take place at the 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 Association 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 member of the allegations should be provided. If it is known that a member of the Association is being interrogated as a witness only, he should be so informed at the initial contact.

- D. The questioning shall also be reasonable in length. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls and rest periods, as are reasonably necessary.
- E. The member of the Association shall not be subject to any offensive language nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answer questions.
- F. Except for routine questioning, and if a member so requests, the complete interrogation of the member of the Association shall be recorded mechanically or by a certified stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.
- G. If a member of the Association 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 state of the proceedings in the interest of maintaining high morale, the Department shall afford an opportunity for a member of the Association, if he so requests, to consult with Counsel and/or his Association representative before being questioned.

Section 7.00 DATA FOR FUTURE BARGAINING

7.01 The BOROUGH agrees to make available to the Association all existing relevant data which the Association may require to bargain collectively.

7.02 The relevant existing data noted above shall include, but shall not be limited to, such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by EMPLOYEES, the total number of sick leave days utilized by EMPLOYEES, the total number of injuries and other data of a similar nature.

7.03 The BOROUGH shall incur no additional expense by virtue of this section. This section shall not apply to any attorney-client work product.  TRK

Section 8.00 DUES DEDUCTION

8.01 Dues deduction shall be permitted in accordance with the pertinent statutes.

Section 9.00 SALARIES

9.01 The base annual salaries of all EMPLOYEES covered by this Agreement shall be set forth in Appendix "A".

9.02 The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed retroactive to January 1, 1998 and any monies due EMPLOYEES by virtue of this clause shall be paid within sixty (60) calendar days after the execution of this Agreement.

Section 10.00 TOUR COMMANDERS

10.01 A patrolman who is assigned by the Chief of Police or his designee as Tour Commander in excess of four (4) hours during a tour of duty shall receive extra compensation in the sum of fifty (\$50.00) dollars for each such tour.

Section 11.00 WORK DAY, WORK WEEK AND OVERTIME

11.01 The normal work day tour shall be eight (8) hours and shall include, within the eight (8) hour span, one (1) thirty (30) minute meal period per day and two (2) fifteen (15) minute rest periods per day.

11.02 The work schedule shall be as follows:

Five (5) working days, followed by three (3) days off; Five (5) working days followed by two (2) days off. Each five (5) day working shift shall progress around the clock as follows; 7:00 A.M. to 3:00 P.M., then 3:00 P.M. to 11:00 P.M., then 11:00 P.M. to 7:00 A.M. This work schedule, often referred to as a "5/3, 5/2" schedule, shall not be altered without negotiation through collective bargaining.

11.03 Work in excess of the EMPLOYEE's basic work week or tour for a day shall be considered overtime and shall be paid at an hourly rate of one and one-half (1-1/2) times the EMPLOYEE's base hourly rate.

11.04 To compute the hourly rate, the EMPLOYEE's base annual salary and his longevity entitlement shall be added together and then divided by 1944 hours. To compute the EMPLOYEE's overtime, the hourly rate shall be multiplied by one hundred fifty (150%) percent.

11.05 EMPLOYEES, who are on duty during the 3:00 P.M. to 11:00 P.M. tour of duty on New Year's Day, Easter Sunday, Thanksgiving Day, and Christmas Day, shall be

permitted a two (2) hour period for dinner. EMPLOYEES, who are on duty during the 3:00 P.M. to 11:00 P.M. tour of duty on Sundays, shall be permitted a one (1) hour period of time for dinner. The aforesaid two (2) hour and one (1) hour periods shall be considered part of the EMPLOYEE's eight (8) hour continuous tour of duty.

11.06 If, during the aforesaid times, an emergency or other need for the services of the EMPLOYEE may arise, the EMPLOYEE shall be subject to immediate recall to duty, and if called by Police Headquarters or any Supervisor to do so, he will immediately respond and return to duty, and if possible allowed to resume their dinner break immediately after the emergency or later in the shift. EMPLOYEE shall advise Police Headquarters prior to dinner or refreshment breaks where he can be contacted by telephone or otherwise.

11.07 The BOROUGH shall continue the present practice of computing overtime beyond a normal tour for a day or on a day off.

11.08 When overtime work in excess of five and one-half (5½) hours is performed by the EMPLOYEE who is called in from off-duty status, sufficient excused time is granted in order to provide a period of four (4) consecutive hours off before the EMPLOYEE starts his next normal tour. For example, if the EMPLOYEE works from midnight until 6:00 a.m. and is scheduled to work the 7:00 a.m. to 3:00 p.m. tour, he receives three (3) hours excused time and starts his tour at 10:00 a.m.

Section 12.00 COURT TIME

12.01 Court time, as referred to in this article, shall consist of all time, excluding regular tours of duty, during which any EMPLOYEES covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury Proceeding, or other Courts or Administrative Bodies.

12.02 All such required Court time shall be considered as overtime and shall be compensated at time and one-half.

12.03 When an EMPLOYEE covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this section, such travel time shall be considered and included in the computation of the amount of overtime to which the EMPLOYEE is entitled, provided, however, that such travel time shall be computed between the BOROUGH's Police Headquarters and the pertinent Court or Administrative Body.

12.04 The amount of overtime to which an EMPLOYEE may be entitled under this article shall be the actual time required including waiting time in the Court or Administrative Body, together with an applicable travel time, provided, however, that the EMPLOYEE's entitlement to overtime under this article shall not be less than three (3) hours of overtime pay. TRK

Payment for court time (3 hour minimum @ 1-1/2 times) will be made whenever an EMPLOYEE is provided with less than twenty-four (24) hours notice of cancellation. Effective the date of this Agreement, said payment shall only be made if the EMPLOYEE is provided with less than twelve (12) hours notice of cancellation.


12.05 An EMPLOYEE who shall attend the hearings described in this section shall be obligated to be present for his next regular shift except under the following circumstances: If, in the course of his performance of duties, an EMPLOYEE is required to appear in Court, other than the Maywood Municipal Court, during the period of 9:00 A.M. to 5:00 P.M. immediately following his tour of duty on the 11:00 P.M. to 7:00 A.M. shift, then such EMPLOYEE shall be entitled to eight (8) hours off duty before being required to report for his next tour. It is further provided that, in such event, the EMPLOYEE is required to call the supervisor on duty upon completion of the required Court attendance and shall advise such supervisor in sufficient time to permit such supervisor to find a replacement for the EMPLOYEE for the period of time that the EMPLOYEE will be unavailable for his regular shift by reason of the eight (8) hour rest period aforesaid. This section shall not be construed to permit the EMPLOYEE off-duty time for his full shift when the eight (8) hour rest period only carries him for a portion thereof.

Section 13.00 COLLEGE CREDITS

13.01 The BOROUGH shall pay each EMPLOYEE an additional payment at the rate of fifteen (\$15.00) dollars per year per credit hour computed for those credits given toward a Baccalaureate or Associate Degree in a course of study commonly referred to as "Police Science" or related field.

13.02 Credit hours must have been completed in or accepted by a recognized institution of higher learning offering a program leading to a degree in "Police Science" or a related field.

13.03 Remuneration shall be paid on a credit-for-credit basis until sixty (60) credit hours have been completed. Thereafter, additional remuneration shall be paid only when the EMPLOYEE completes a total of ninety (90) credit hours and one hundred twenty (120) credit hours respectively. The maximum number of all credits for which an EMPLOYEE shall receive such remuneration shall not exceed a total of one hundred and twenty (120) credit hours for said Bachelor's Degree.

13.04 EMPLOYEES who become eligible for such additional remuneration prior to June 30 of any calendar year shall receive such additional remuneration beginning with the first pay period in July of that calendar year.  TRX

13.05 Such additional remuneration shall be payable upon presentation to the Mayor and Council or their representative of a proper certificate from the institution attended by such EMPLOYEE setting forth the number of credit hours completed or the conferring of an Associate or Baccalaureate degree in Police Science or a related field.

13.06 Such additional remuneration shall be paid notwithstanding the maximum salary hereinbefore provided for such EMPLOYEES and shall be paid at the same time and in the same manner as the Salaries Section of this Agreement.

Section 14.00 IN-SERVICE TRAINING

14.01 In addition to the benefits set forth in this Agreement, the BOROUGH shall pay each EMPLOYEE additional remuneration for college equivalency credits based upon approved police in-service training courses.

14.02 Such equivalent credits shall be in addition to regular college credits, but in no instance shall the total of the two be more than one hundred twenty (120) credits.

14.03 The method of computing equivalent credits pursuant to this paragraph shall be three (3) credits for every forty (40) hours of class time.


14.04 The EMPLOYEES covered hereunder shall submit a signed statement to the Chief of Police which shall contain a listing of each such in-service course attended by such EMPLOYEE since his appointment to the Department, without regard to attendance being taken during on-duty or off-duty time. Basic training courses are to be excluded from these credits.

14.05 Computation of credits hereunder shall be made on the basis of the lists submitted to and verified by the Chief of Police. However, for all future computations of equivalent credits, only those approved schools, courses or training sessions attended by an EMPLOYEE during off-duty periods shall be included hereunder.

Section 15.00 RESIDENCY

15.01 The BOROUGH agrees that EMPLOYEES shall not be required to be residents of the BOROUGH, unless otherwise mandated by New Jersey State Law.

Section 16.00 PRIORITY FOR OVERTIME

16.01 Overtime for regularly scheduled shifts and details will be offered to a regular full-time EMPLOYEE of the Department first, in order of preference based upon a rotating volunteer roster, one for an eight (8) hour shift and one (1) for special details, within rank or a lower rank. Said rosters will include all men who desire their names on said roster.  17211

16.02 There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interest of the BOROUGH to bypass an EMPLOYEE or EMPLOYEES on the overtime list.

16.03 While this Agreement contemplates the possibilities noted in the above section, it is agreed and understood that such bypassed EMPLOYEES must become next on the list for the purpose of the overtime roster.

16.04 The purpose of this section is to equalize overtime among volunteer EMPLOYEES referred to above and same shall not be defeated by the BOROUGH's selection of special persons for special details as set forth herein.

16.05 In the event an EMPLOYEE declines overtime when offered based upon that EMPLOYEE's position on the rotating volunteer roster referred to above, said EMPLOYEE shall forfeit his or her position in the rotations until his or her position in the next rotation occurs.

Section 17.00 LONGEVITY

17.01 In addition to all wages and other benefits, each EMPLOYEE shall be entitled to a longevity payment in accordance with APPENDIX "B" attached hereto.

17.02 The payments for the longevity benefits shall be made at the same time and in the same manner as outlined in the Salaries Section of this Agreement.

Section 18.00 REPLACEMENTS

18.01 Full time EMPLOYEES covered by this Agreement shall not be replaced by any non-police part-time or other personnel or shall any position presently filled by a full time EMPLOYEE be covered by any non-police, part-time or other personnel. But the position of dispatcher is not intended to be included under the terms hereof.

Section 19.00 UNIFORMS

19.01 Each new EMPLOYEE shall receive from the BOROUGH free of charge, in lieu of a clothing allowance, a complete uniform:

- A. Three (3) pairs of uniform pants
- B. Five (5) long sleeve shirts
- C. Five (5) short sleeve shirts

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- D. One (1) trooper hat
- E. One (1) lightweight jacket
- F. One (1) leather jacket
- G. All uniform leather goods
- H. One (1) night stick
- I. One (1) set handcuffs
- J. Two (2) uniform ties
- K. All uniform brass
- L. Foul weather gear (raincoat and rainboots)
- M. One (1) pair uniform shoes
- N. One (1) handgun for use both on duty and off duty, one (1) on duty holster and one (1) off duty holster.
- O. One (1) container of mace or equivalent

19.02 The BOROUGH will pay each EMPLOYEE as a clothing allowance, during the term of this Agreement, the sum of nine hundred (\$900.00) dollars annually. Such allowance shall be designated for clothing purchase and/or maintenance. Clothing allowance shall be payable in the first pay period in January.

19.03 This payment shall be made to plain clothed as well as uniformed EMPLOYEES.

19.04 If the BOROUGH decides to change the uniform or any part thereof, it shall provide to each EMPLOYEE, free of charge, any such changed item. If the patch is changed, the BOROUGH will pay for the cost of affixing them to the EMPLOYEE's uniform. (For this purpose, foul weather gear shall not be deemed to be a change.)

19.05 Utilization of the above section shall not diminish the clothing allowance set forth in this Agreement.

19.06 An EMPLOYEE's uniform or personal equipment which are required by him in his capacity as Police Officer, which may be damaged during the course of his employment shall be replaced at the expense of the BOROUGH, except where such damage is caused by the negligence of the EMPLOYEE. *TRX*

19.07 Any such payments made under Section 19.06 above shall be in addition to the EMPLOYEE's annual clothing allowance otherwise referred to in this Agreement and shall be made to the EMPLOYEE within a reasonable time following verification of damaged equipment.

Section 20.00 P.B.A. REPRESENTATIVE

20.01 The BOROUGH agrees to grant the necessary time off without loss of pay to one (1) member of the Department or an alternate selected by the members of the P.B.A. Local 102, as delegate to attend any State or National Convention of the State of New Jersey or National Convention of the New Jersey Policemen's Benevolent Association with seven (7) working days' notice to the Borough of the intention of the individual(s) to attend said convention. Further, the BOROUGH agrees to grant the necessary time off without loss of pay to any P.B.A. representative duly designated as the State Delegate to attend the monthly State P.B.A. meeting.

Section 21.00 VACATIONS

21.01 The vacation allowance schedule shall be as set forth in Appendix "C" of this Agreement.

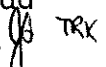
21.02 To be eligible for his initial vacation, an EMPLOYEE must have completed at least five (5) months continuous service.

21.03 The vacation year is January 1 through December 31, except that when one (1) week of vacation is taken during the last week of the current year, it will be considered to have been taken during the current year even though that week extends into the new year.

21.04 Except as provided in Section 21.03 above, the vacation for which an EMPLOYEE is eligible in any calendar year must be taken in that calendar year and cannot be carried forward except with the express permission of the Chief of Police or the Police Commissioner in his absence.

21.05 A vacation may not be waived by an EMPLOYEE and vacation pay received in lieu thereof.

21.06 It is desirable that the EMPLOYEE take his entire vacation at one time. Vacation days may be taken in one (1) day increments with seventy-two (72) hours notice and approval of the Chief, which approval shall not unreasonably be withheld.

21.07 A recognized holiday that occurs during an EMPLOYEE's vacation period will add a day to the vacation, which day may be utilized by the EMPLOYEE at a future date. 

21.08 If the EMPLOYEE becomes sick or injured while on vacation, such disability will be considered to be vacation time unless it is of five (5) or more consecutive calendar days in duration, in which case the following applies:

- A. The EMPLOYEE's vacation will be deemed to have ceased with the first day of illness or injury. The EMPLOYEE will be placed on Sick Leave as of that first day. When such EMPLOYEE has recovered sufficiently to be able to resume his duties, he or she may, with approvals, either continue his or her vacation or take the balance of his or her vacation at a later time.
- B. If the EMPLOYEE on sick leave approaches the end of the calendar year without having taken and without being able to take all of the vacation time for which he or she is eligible, that period of time equal to the vacation for which he or she is eligible and has not been taken, will be designated as Vacation. For that period of time, such EMPLOYEE will receive full vacation pay.

21.09 Upon termination of employment for any reason (including death), an EMPLOYEE (or his estate) will receive pay in lieu of any untaken vacation for which the EMPLOYEE is or was eligible to receive.

21.10 The BOROUGH will make every reasonable effort to guarantee each EMPLOYEE at least two (2) weeks vacation during the prime time period of June 15th to September 15th, if the same is requested before May 15th, subject to seniority. This clause shall not preclude an EMPLOYEE from taking four (4) weeks of prime time vacation in the event that taking of such four (4) weeks does not create a staffing problem on his particular tour. The meaning of this language is an attempt to give each EMPLOYEE two (2) weeks—but not to preclude him or her from taking more than two (2) weeks—with his or her family during the prime time period. Thus, if an EMPLOYEE is the only EMPLOYEE who wishes to take such prime time vacation, on his or her particular tour of duty, such EMPLOYEE should be permitted to take same, since the other EMPLOYEES on his tour are presumably ready, willing and able to work and there is no conflict and no situation where two (2) EMPLOYEES, for example, are out on vacation during the same prime time period on that tour.

Section 22.00 HOLIDAYS AND PERSONAL DAYS

22.01 All EMPLOYEES covered by this Agreement shall be entitled to receive fifteen (15) working days off per year chargeable as holidays.

22.02 The holiday schedule shall be as set forth in Appendix "D". The fifteenth (15th) holiday shall be considered a "Personal Day" to be utilized by the EMPLOYEE as a non-priority holiday. *tax*

22.03 Each EMPLOYEE shall be able to designate four (4) holidays or their compensatory days per year as "Priority Holidays". Any holiday or compensatory day so designated shall be granted to the EMPLOYEE on the requested date submitted by said EMPLOYEE.

22.04 Holidays shall not receive the same weight as vacation days.

22.05 With regard to all unused holidays as hereinbefore set forth, any such holidays which remain on record for an EMPLOYEE in a given calendar year shall be carried over and credited to such EMPLOYEE for the following calendar year. However, up to three (3) unused holidays a year can be sold back to the Borough at straight time pay. Said option must be exercised by the EMPLOYEE by notifying the Chief of Police, in writing, by November 15th of each year. If an exercise occurs, the Borough shall make payment by January 15th of the following year.

22.06 All EMPLOYEES shall be entitled to one (1) personal day per annum, effective the date of execution of Agreement. This day is to be taken when a shift is not short (non-priority days), with the approval of the Chief of Police, which approval shall not be unreasonably withheld.

Section 23.00 SICK LEAVE

23.01 All full time members of the Police Department shall be entitled to fifteen (15) sick days with pay during each calendar year with regard to illness or injury which is not service connected. If an EMPLOYEE does not use all of the said sick days, he shall be permitted to accumulate his unused sick days to be a total of not more than two hundred (200) days accumulated sick days.

Section 24.00 WORK INCURRED INJURY

24.01 Where an EMPLOYEE under this Agreement suffers a work-connected injury or disability, the BOROUGH shall continue such EMPLOYEE at full pay during the continuance of such EMPLOYEE's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the BOROUGH.

24.02 The EMPLOYEE shall be required to provide a certificate from a reasonable physician, that he is unable to work and the BOROUGH may reasonably require said EMPLOYEE to present such certificate from time to time.

24.03 In the event the EMPLOYEE contends that he or she is entitled to a period of disability beyond the period established by the treating physician or a physician employed by the BOROUGH, or by its insurance carrier, then and in that event, the

burden shall be upon the EMPLOYEE to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation, or if there is an appeal therefrom, by the final decision of the last reviewing court which shall be binding upon the parties.

24.04 For the purpose of this section, injury or illness incurred while the EMPLOYEE is acting in any BOROUGH authorized activity shall be considered in the line of duty.

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

24.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

Section 25.00 BEREAVEMENT LEAVE

25.01 All permanent full time EMPLOYEES covered by this Agreement shall be entitled to a four (4) day leave with pay upon the death or serious illness of a member of his immediate family. Serious illness is defined as an imminently life threatening illness or injury.

25.02 Immediate family shall include the EMPLOYEE's spouse and the children, parents, brothers, sisters, and grandparents of the EMPLOYEE and the EMPLOYEE's spouse.

25.03 Such leave shall not be charged against EMPLOYEE's vacation or sick leave.

25.04 Any extension of absence under this section may, at the EMPLOYEE's option and with the consent of the Chief of Police, be charged against available vacation time, holidays, or taken without pay for a reasonable period.

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

Section 26.00 LEAVE OF ABSENCE

26.01 All EMPLOYEES covered by this Agreement may be granted leave of absence without pay.

26.02 Leave of absence is any requested and approved extended period away from work without pay. In appropriate circumstances and where the interests of the Police

Department are not prejudiced, the Chief of Police may grant leaves of absence of not more than two (2) weeks duration to EMPLOYEES who have completed at least one (1) year of service.

26.03 Leave of absence in excess of two (2) weeks may be granted by the Mayor and Council, only on the recommendation of the Chief of Police. Leave of absence in excess of thirty (30) days will be granted only in light of the EMPLOYEE's need and the best interest of the BOROUGH.

26.04 At the expiration of such leave, the EMPLOYEE shall be returned to the position he or she enjoyed immediately prior to the leave of absence.

Section 27.00 MEDICAL COVERAGE

27.01 It is the policy of the BOROUGH to provide for the health care of its EMPLOYEES. In order to carry out that policy, the BOROUGH provides hospitalization, major medical and dental insurance plans for all EMPLOYEES and their dependents, including unemancipated children.

27.02 Hospital insurance and major medical coverage shall be provided under a health plan currently provided through the Bergen Municipal Employee Fund.

The BOROUGH shall offer to all employees, effective the date of this Agreement, a new Traditional Plus/P.P.O. insurance plan, which shall include the following annual benefits:

- (1) Family well care of \$300.00 for each participant who avails himself of network doctors;
- (2) A deductible of \$200/\$500. The BOROUGH will reimburse the employee for the difference from the current deductible, which is \$100/\$200;
- (3) There shall be no billing for network doctors;
- (4) Prescription plan—the employee will be obligated to pay ten (10%) percent of the cost of each prescription, up to a yearly cap of \$500. After the cap is reached of \$500, the EMPLOYEE will be eligible for reimbursement under the major medical portion of the plan at an 80%/20% reimbursement;
- (5) Vision plan, which provides for:
 - (a) Eye exam—every two (2) years with a network doctor, BOROUGH will be obligated for fifty (50%) percent of exam costs, not to exceed \$200; *TRX*

- (b) Eyeglasses and contact lenses—every two (2) years with a network doctor, BOROUGH will be obligated for fifty (50%) percent of reimbursement for eyeglasses and contact lenses, not to exceed \$200.
- (6) If an employee avails himself of a doctor's services outside of the network, the P.P.O. plan covers the same as the present non-P.P.O. plan, except the services as covered at 80%/20%.
- (7) An employee who avails himself of the plan shall have no lifetime cap.
- (8) Retired members have the option to change over to the Traditional Plus/P.P.O. plan or maintain their existing coverage. However, if the retired member changes over to the Traditional Plus/P.P.O. plan, he/she will not be allowed to return to the previous coverage status.
- (9) Subject to the provisions above, medical coverage shall not be less than the coverage as set forth in the previous collective bargaining agreement for the duration of this collective bargaining agreement.

27.03 Dental insurance is provided through the New Jersey Dental service plan; Plan II-A, effective April 1, 1981.

27.04 Coverage Continuance: In the event that any present insurance carrier shall refuse to continue to provide such insurance, or in the event the BOROUGH shall elect to place such coverage with a different insurance carrier, the BOROUGH will attempt to effectuate a transfer of coverage with no interruption of coverage or loss of benefits to any EMPLOYEE or dependents. In the event that a change in coverage takes place because the BOROUGH elects to change insurance carriers and if for that reason an EMPLOYEE or member of his immediate family shall be denied benefits, then the BOROUGH will reimburse the EMPLOYEE in the amount that would have been paid to the EMPLOYEE under the preexisting insurance program provided, however, that this obligation of the BOROUGH shall not apply if the change in coverage is caused by any reason other than the voluntary election of the BOROUGH to change insurance carriers.

Section 28.00 INSURANCE

28.01 The BOROUGH will continue to provide existing insurance coverage to EMPLOYEES covered under this Agreement, protecting them from civil suits arising out of the performance of their duties; including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights. *g t r*

28.02 The BOROUGH will also pay a reasonable fee to an attorney selected by said EMPLOYEE, bond, interest or judgment, which any EMPLOYEE may be charged or obligated to pay as a result of any civil and/or criminal charges against the EMPLOYEE by reason of the performance of his duties for the BOROUGH; but not for such EMPLOYEE's defense in any disciplinary proceeding instituted against him by the BOROUGH or in a criminal proceeding instituted as a result of a complaint on behalf of the BOROUGH. If any such disciplinary or criminal proceeding instituted by or on complaint of the BOROUGH shall be dismissed or finally determined in favor of the EMPLOYEES, he shall be reimbursed for the reasonable expense of his defense. Further, in no event shall an attorney selected by the EMPLOYEE be substituted unless such substitution shall be consented to in writing by the insurance carrier for the BOROUGH or its designated representative.

Section 29.00 BULLETIN BOARD

29.01 The BOROUGH will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

29.02 The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of EMPLOYEES.

29.03 No matter may be posted without receiving permission of the designated Association representatives.

Section 30.00 CEREMONIAL ACTIVITIES

30.01 In the event a police officer in another Department in the State of New Jersey is killed in the line of duty, the BOROUGH will permit at least two (2) uniformed EMPLOYEES of its Department to participate in funeral services for such deceased officer.

30.02 Subject to availability of same, the Chief of Police will permit a Department vehicle to be utilized by the EMPLOYEES in the funeral service.

30.03 Police officers participating in such funeral services shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Chief of Police.

Section 31.00 PERSONNEL FILES

31.01 A separate personal history file shall be established and maintained for each EMPLOYEE covered by this Agreement. Such personal history files are confidential records and shall be maintained in the office of the Chief of Police or his designee. TRK

31.02 Any EMPLOYEE may, by appointment, review his or her personnel file, but this appointment for review must be made through the Chief of Police or his designated representative.

31.03 If a written complaint concerning an EMPLOYEE or an EMPLOYEE's actions is to be placed in the EMPLOYEE's personnel file, a copy of said complaint shall be made available to the EMPLOYEE. The EMPLOYEE shall be given an opportunity to rebut the complaint if he or she desires and shall be permitted to place said rebuttal in his or her personnel file.

31.04 Any and all commendations such as, but not limited to, Departmental Commendations, letters of appreciation from other departments or agencies, residents and/or other persons shall be placed in the EMPLOYEE's personnel file.

31.05 All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom except upon request of the employee with the approval of the Chief of Police in the exercise of managerial prerogatives.

31.06 Each EMPLOYEE's personnel file shall be organized in chronological order with pages numbered in consecutive order. Employees shall receive notice of any entry to their personnel files provided, however, that this provision shall not afford the employee a right to prevent such entry.

Section 32.00 MILITARY LEAVE

32.01 Military leave for EMPLOYEES training or service with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

Section 33.00 PENSION

33.01 The BOROUGH shall provide pension and retirement benefits to EMPLOYEES pursuant to provisions of the statutes and laws of the State of New Jersey.

33.02 The BOROUGH will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to EMPLOYEES pursuant to this Agreement.

33.03 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then and in that event, resolution of such dispute shall be made by the appropriate Fund and the parties to this Agreement agree to be bound thereby. *J. TRC*

Section 34.00 GRIEVANCE PROCEDURE

34.01 To provide for the expeditious and mutually satisfactory settlement of grievances by reason of complaints arising under this Agreement, the following procedures shall be used.

34.02 For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the BOROUGH and any EMPLOYEE with respect to the interpretation, application or violation of any of the provisions of this Agreement.

34.03 The procedure for settlement of grievances shall be as follows:

A. STEP ONE

In the event that any EMPLOYEE has a grievance, within ten (10) working days of the occurrence of the event being grieved, the EMPLOYEE shall discuss it informally with his supervisor and then submit it in writing. The supervisor shall decide the grievance within twenty (20) working days after the grievance is first presented to him or her. Said decision shall be in writing.

B. STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within twenty (20) working days, the grievance shall be presented in writing to the Chief of Police or his designee. The Chief or his designee shall render a decision within twenty (20) working days after the grievance was first presented to him or her. Said decision shall be in writing.

C. STEP THREE

If the Association wishes to appeal the decision of the Chief of Police (or his designee), it shall be presented in writing to the BOROUGH's Governing Body within twenty (20) working days. This presentment shall include copies of all previous correspondence relating to the matter in dispute. The BOROUGH's Governing Body shall give the Association the opportunity to be heard and will give its decision in writing within twenty (20) working days of the receipt of the written grievance. *J TRX*

D. STEP FOUR

If the Association wishes to appeal the decision of the Governing Body, it shall, within sixty (60) working days of the receipt of the decision of the Governing Body, file with the New Jersey Public Employment Relations Commission, its request for arbitration of the grievance in question. The parties shall be bound by the decision of the Arbitrator. The cost of the Arbitrator shall be borne equally by both parties, but each party shall be liable for the payment of its own representative.

34.04 The time limits set forth in 34.03 may be extended by mutual consent of the parties in writing.

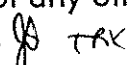
Section 35.00 SAVINGS CLAUSE

35.01 It is understood and agreed that if any portion of this Agreement or the application of the Agreement to any person or circumstances shall be invalidated by statute, federal or state judicial or administrative decision, the remainder of this Agreement or the application or such provision to other persons or circumstances shall not be affected thereby.

35.02 If any such provisions are so invalidated by statute, the BOROUGH and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

36.00 OFF-DUTY ACTION

36.01 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 an EMPLOYEE within the State of New Jersey on his or her 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 of the rights and benefits concerning such action as if he or she were then on active duty.
- B. Recognizing that the BOROUGH and its residents benefit from the additional protection afforded by armed off-duty police officers and further recognizing the weighty responsibilities and hazards confronting such armed off-duty police officers, the BOROUGH agrees to pay such EMPLOYEES the sum of one (\$1.00) dollar in lieu of any other regular or periodic payments for such off-duty performances. 

Section 37.00 STANDBY TIME

37.01 Standby time shall be considered as time worked if the Chief or his designee requires the EMPLOYEE to remain in a fixed location.

37.02 Present practice with regard to weekend standby for detectives shall continue, but the amount payable for such weekend standby shall be five hundred (\$500.00) dollars per year per EMPLOYEE, with no set-offs for actual overtime worked on such weekends.

Section 38.00 EXCUSED ABSENCE

38.01 Excused absences are defined as any authorized absences from the scheduled hours of work for which no deduction is made from the EMPLOYEE's leave, military leave or bereavement leave. The BOROUGH grants time off without loss of pay to EMPLOYEES and identifies the absence as excused under the following circumstances.

38.02 TIME NECESSARY FOR VOTING

Any EMPLOYEE who desires to vote in a general or primary election, special election or local/municipal election in the community where he or she resides, and who is required to work on the day of such election and whose hours of work are such that it will be difficult or impossible for him to vote shall be granted two (2) hours of excused time to vote. Such time off shall be allowed only at the beginning or end of the EMPLOYEE's tour of duty as designated by his supervisors. However, any EMPLOYEE who has four (4) or more consecutive hours off before or after his working hours during which polls are open will be considered to have sufficient time to vote outside of his or her working hours and will not, therefore, be granted excused time.

38.03 TIME FOR DONATING TO THE COMMUNITY BLOOD BANK

Any EMPLOYEE who donates blood to blood bank during his normal work schedule is granted the rest of the working day off as excused time. Any EMPLOYEE who donates blood outside his normal work schedule is granted three (3) hours of excused time to be taken at a mutually convenient time to the EMPLOYEE and the Chief of Police. This subsection shall no longer be in effect after January 1, 1999.

38.04 WEDDING OF EMPLOYEE

One (1) day off excused absence in connection with the wedding of an EMPLOYEE. *TRK*

38.05 WIFE GIVING BIRTH

One (1) day off excused time in connection with time when the EMPLOYEE or the EMPLOYEE's wife gives birth.

38.06 MOVING HOUSEHOLD

One (1) day off excused absence when EMPLOYEE is head of household and moves his family from one residence to another.

38.07 ILLNESS OF SPOUSE

When a pre-school or disabled child needs care or illness of minor (pre-high school) child when EMPLOYEE is the only adult in household responsible for the minor child's care. (Limited to a total of two (2) paid days off per calendar year.)

Section 39.00 MILEAGE ALLOWANCE

39.01 Whenever an EMPLOYEE shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance of twenty (\$.20) cents per mile.

39.02 MEAL ALLOWANCE-whenever an EMPLOYEE is required to attend a school or meeting which is out of town and lunch is not provided, said EMPLOYEE shall be reimbursed five (\$5.00) dollars to cover cost of such meal. This subsection shall no longer be in effect after January 1, 1999.

Section 40.00 MATERNITY LEAVE

40.01 Maternity leaves not to exceed six (6) months without pay shall be granted at the request of female EMPLOYEE.

40.02 Maternity leaves may be extended or renewed for a period not to exceed six (6) months without pay upon the request of a female EMPLOYEE.

40.03 Male employees shall be entitled to unpaid leaves of absence under the provisions of the Federal Family Medical Leave Act (FMLA) and State Family Leave Act, whichever is applicable.

Section 41.00 SAFETY AND HEALTH

41.01 The BOROUGH shall, at all times, maintain existing working conditions to insure maximum safety for all EMPLOYEES and shall provide equipment and devices toward that end. *TRK*

Section 42.00 YEARLY CALENDAR

42.01 Except as otherwise modified by this Agreement, the present calendar year shall remain in full force and effect.

42.02 Vacations are selected pursuant to the Agreement and shall be fully shown in Appendix "C".

Section 43.00 NO WAIVER

43.01 Except as otherwise provided in this Agreement, the failure to enforce any provision in this Agreement shall not be deemed a waiver thereof.

43.02 This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the EMPLOYEES are entitled by law.

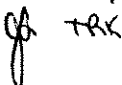
Section 44.00 PATROL SAFETY

44.01 The BOROUGH recognizes and agrees that the day to day dangers and unforeseen occurrences that an EMPLOYEE may encounter on his daily tour are of concern to both parties to this Agreement.

44.02 The BOROUGH recognizes and agrees that in most instances an immediate and able backup police officer is both necessary and proper patrol procedure.

44.03 The BOROUGH shall therefore use its best efforts to provide a minimum of two (2) police officers on patrol at all times on every tour of each day. This minimum patrol shall be constituted from the ranks of Patrolman, Sergeant or Lieutenant.

44.04 The parties agree that on any tour not named by the aforesaid minimum complement of Police Officers, the Patrolman shall notify the officer in charge of said condition who shall reasonably determine whether circumstances exist which renders it either impracticable or unnecessary to provide the aforesaid minimum complement.

44.05 Any time the EMPLOYEE performs a duty or function which he has been ordered to perform by any supervisor in the chain of command of the EMPLOYEE while on duty, including the tour commander of equal rank, and which is traditionally performed by EMPLOYEES governed by this Agreement, or one incidental thereto, such EMPLOYEE shall be deemed to be acting in the line of duty, and it shall be construed by the parties as an incident of employment entitling the EMPLOYEE to all benefits and protections afforded him including but not limited to a construction by the parties that an injury occurring as a result of such an activity is one which arises out of an in the course of the EMPLOYEE's employment for the purposes of Workers' Compensation and pension benefits. 

44.06 The BOROUGH will maintain all vehicles in a reasonably sound and safe condition and will make all reasonable efforts to keep the said vehicles reasonably safe and sound.

Section 45.00 SAFETY COMMITTEE

45.01 The BOROUGH and the EMPLOYEES hereby agree to establish a Safety Committee, which Committee shall be charged with advising the Chief of Police and the Mayor and Council of the BOROUGH on all matters with respect to the health and safety of the members.

45.02 The Committee shall present its advisory opinion on any matter relating to health and safety, to include, but not limited to, the following: Vehicle safety; quantity and quality of emergency equipment; weapons; protective equipment; safety and health procedures; prisoner and public safety; and safety morale.

45.03 The Committee shall be composed of two (2) representatives appointed by the Mayor and Council and two (2) representatives appointed by the P.B.A. A majority vote of Committee members on any given subject shall constitute the report of the Committee. Minority opinions may be reduced to writing and submitted to the Chief of Police if so desired by any member of the Committee.

45.04 The Committee shall meet not less than once every two (2) months at a mutually convenient time and place.


45.05 Any person may submit suggestions to the Committee members either orally or in writing.

Section 46.00 FACILITIES

46.01 All police quarters shall have adequate air-conditioning, heating, hot water, sanitary facilities, reasonably private locker rooms and adequate eating facilities.

Section 47.00 RETIREMENT

47.01 TERMINAL LEAVE

Each EMPLOYEE, after serving twenty-five (25) years or more, or such shorter period if permitted by statute, shall be entitled to a paid terminal leave for a period of three (3) months. In any calendar year, an EMPLOYEE who retires during the months of January through September shall be entitled to receive his terminal leave in the form of a lump sum payment at his option. In any calendar year during the months of October through December, an EMPLOYEE may be entitled to a lump sum payment of terminal leave if such form of payment is acceptable to the Employer.  TRK

47.02 HEALTH BENEFITS AND DENTAL COVERAGE

The BOROUGH shall pay all premiums for health benefits and dental coverage of EMPLOYEES (which shall cover EMPLOYEE's spouse and unemancipated children) who shall have served as members of the Police Department of the BOROUGH for twenty-five (25) years or more with the BOROUGH. This coverage shall continue for the spouse upon the death of EMPLOYEE.

For the purpose of this section, health benefits and dental coverage shall be those provided under Section 27.00 hereof, except as modified therein.

47.03 When such EMPLOYEES shall have reached the age of 65 or after retirement, they shall, as a condition of continued health benefits as provided for herein, apply for and pay, at their own cost and expense, such sums as may be due for Medicare coverage, Parts A and B, to the end that the health benefits provided for in this paragraph shall then consist of complimentary coverage.

Section 48.00 SENIORITY

48.01 Traditional principles of seniority shall apply to EMPLOYEES within grade covered by this Agreement. Such principles shall apply to layoff, recall, transfer and other similar acts. Seniority is defined to mean the accumulated length of service within the Department. Time in service by day of appointment shall apply. An EMPLOYEE's length of service shall not be reduced by time lost due to the absence from his or her employment due to bona fide illness or injury certified by a physician not in excess of one (1) year.

48.02 New police officers and those transferring to the BOROUGH from other jurisdictions shall be appointed for a probationary period commencing from the date of their employment to a date one (1) year following completion of the Police training school, but in no event later than sixteen (16) months following the date of appointment. During said period of probation, an EMPLOYEE may be dismissed with or without cause.

Section 49.00 TERM OF CONTRACT

49.01 This contract shall be effective as of January 1, 1998 and shall terminate on December 31, 2000.

Section 50.00 GENDER

50.01 It is the express intention of the parties hereto to utilize language in this Agreement which is "sex-neutral" and "gender-neutral". Whenever the words "he" or "him" are used, they shall apply with equal force to a female employee in which case

TRK

APPENDIX "A1"

BASE SALARIES

(Patrolmen and other officers (hired after 01/01/99))

	<u>Effective</u> <u>1/1/99</u>	<u>Effective</u> <u>1/1/2000</u>
Date of hire to completion of Academy	\$25,000.00	\$25,000.00
Probationary Step (completion of Academy to completion of first year)	\$28,500.00	\$28,500.00
After completion of first year to 18 months	\$31,982.91	\$33,262.23
After completion of 18 months to 2 years	\$39,978.10	\$41,577.22
After completion of second year to completion of third year	\$51,549.06	\$53,611.02
After completion of third year to completion of fourth year	\$59,123.50	\$61,488.44
After completion of fourth year to completion of fifth year	\$68,591.83	\$71,335.50
After completion of fifth year	\$72,763.56	\$75,674.10
Sergeant	\$78,507.94	\$81,648.25
Lieutenant	\$84,200.40	\$87,568.41
Captain	\$89,893.94	\$93,489.70

JK TRK

APPENDIX "A2"

BASE SALARIES

(Patrolmen (hired prior to 1/1/98))

	<u>Effective 1/1/98</u>	<u>Effective 1/1/99</u>	<u>Effective 1/1/2000</u>
Date of hire to completion of Academy	\$26,908.96	\$27,985.32	\$29,104.73
Probationary Step (completion of Academy to completion of first year)	\$30,752.80	\$31,982.91	\$33,262.23
After completion of first year to 18 months	\$38,440.48	\$39,978.10	\$41,577.22
After completion of 18 months to 2 years	\$49,566.40	\$51,549.06	\$53,611.02
After completion of second year to completion of third year	\$56,849.52	\$59,123.50	\$61,488.44
After completion of third year to completion of fourth year	\$65,953.68	\$68,591.83	\$71,335.50
After completion of fourth year	\$69,964.96	\$72,763.56	\$75,674.10
Sergeant	\$75,488.40	\$78,507.94	\$81,648.25
Lieutenant	\$80,961.92	\$84,200.40	\$87,568.41
Captain	\$86,463.48	\$89,893.94	\$93,489.70

TRK

APPENDIX "B"

LONGEVITY

(Schedule of Increments)

<u>Time Increment</u>	<u>Percent</u>
Hire date but less than 4 years	0%
4 years but less than 6 years	2%
6 years but less than 8 years	3%
8 years but less than 10 years	4%
10 years but less than 12 years	5%
12 years but less than 14 years	6%
14 years but less than 16 years	7%
16 years but less than 18 years	8%
18 years but less than 20 years	9%
20 years and over	10% <i>TRK</i>

APPENDIX "C"

VACATIONS

Vacation allowance in year subsequent to the calendar year in which the individual is employed is determined by the length of service completed. The past practice of using anniversary dates for computation of vacation allowances shall be continued.

1998

<u>Length of Service</u>	<u>Vacation Days*</u>
5 months but less than one (1) year	7 days
More than one(1) year but less than eight (8) years	13 days
More than eight (8) years but less than fifteen(15) years	16 days
More than fifteen (15) years but less than twenty-three (23) years	23 days
More than twenty-three (23) years to retirement	27 days

Effective January 1, 1999:

<u>Length of Service</u>	<u>Vacation Days*</u>
Employees with 5 months of service but less than one (1) year of service	7 days
More than one (1) year of service but less than five (5) years of service	13 days
More than five (5) years of service but less than ten (10) years of service	16 days
More than ten (10) years of service but less than fifteen (15) years of service	23 days <i>TRK</i>

More than fifteen (15) years of service
but less than twenty (20) years of service

27 days TRK

*Working Days

APPENDIX "D"
HOLIDAY SCHEDULE

The following holidays are observed:

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Easter
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Friday after Thanksgiving Day
13. Christmas Day
14. Martin Luther King Day
15. Personal Day - Non-priority *TRK*

disk1/1001 pba agreement

CLERK
Mary Anne Rampolla, RMC
(201) 845-2900
Fax: (201) 909-0673

BOROUGH ADMINISTRATOR
John P. Perkins
(201) 845-2900



MAYOR
Thomas B. Murphy
COUNCIL PRESIDENT
Thomas F. Gaffney
COUNCIL MEMBERS
Joan T. Winnie
Frank Beatrice
Wayne Kuss
June C. Kinback
Robert G. Stigliano

BOROUGH OF MAYWOOD
459 Maywood Avenue, Maywood, NJ 07607

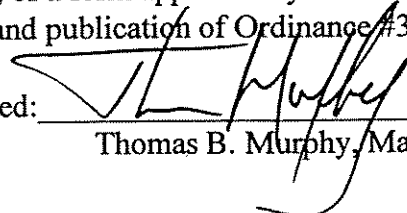
RESOLUTION #35-99
RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT
BETWEEN THE BOROUGH OF MAYWOOD AND PBA LOCAL #102

WHEREAS, the Borough of Maywood and PBA Local #102, representing police officers within the Maywood Police Department, have entered into negotiations respecting the terms and conditions of employment for members of the Police Department for the years 1998, 1999 and 2000; and

WHEREAS, the parties have reached an agreement respecting such terms and conditions of employment and mutually desire to set forth such agreement in writing;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Maywood, County of Bergen, New Jersey that the Mayor is hereby authorized and directed to execute, and the Borough Clerk to attest, an agreement between the Borough of Maywood and PBA Local #102 to carry out the foregoing purposes, of a form approved by the Borough Attorney, subject to and conditioned upon adoption and publication of Ordinance #3-99.

Date: Jan. 26, 1999

Approved: 
Thomas B. Murphy, Mayor

Attest: 
Mary Anne Rampolla, Borough Clerk

THIS IS TO CERTIFY THIS IS
A TRUE COPY OF A RESOLUTION
ADOPTED BY THE MAYOR & COUNCIL
AT THEIR MEETING HELD ON

Jan. 26, 1999
