

**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF WEST MILFORD  
PASSAIC COUNTY, NEW JERSEY**

**and**

**NEW JERSEY STATE POLICEMEN'S BENEVOLENT  
ASSOCIATION LOCAL NO. 162**

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**January 1, 2008 through December 31, 2011**

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**LAW OFFICES:**

**LOCCKE · CORREIA  
SCHLAGER · LIMSKY & BUKOSKY  
24 Salem Street  
Hackensack, New Jersey 07601  
(201) 488-0880**

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**PREAMBLE**

**THIS AGREEMENT** made and entered into on this      day of      , 2008, by and between the **TOWNSHIP OF WEST MILFORD IN THE COUNTY OF PASSAIC**, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and **NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 162** (hereinafter referred to as the "PBA") is designed to maintain and promote a harmonious relationship between the Township and such of its Employees who are covered by **Article I, Recognition**, in order that more efficient and progressive public service may be rendered.

No modification to the contractual language will be made by either party unless mutually agreed upon by both parties in writing.

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**ARTICLE I**  
**RECOGNITION**

**A.** The Township recognizes PBA Local No. 162 as the exclusive and sole representative for the purposes of collective negotiation of all Patrolmen, Detectives and Sergeants employed by the Police Department.

**B.** The titles of Patrolman, Detective and Sergeant shall be defined to include the plural as well as the singular, shall include males and females and are synonymous with the word employees.

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## ARTICLE II


### MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law; to determine their qualifications and condition for continued employment, or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township or the employees of their rights, responsibilities and authority under **R.S. 40** and **R.S. 11** or any other National, State, County or Local laws or ordinances, nor either parties' rights

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pursuant to the New Jersey Public Employer-Employee Relations Act.

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## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

3. A grievant shall have a right to request a remedy and in the event of a disagreement on the remedy it shall remain in the ultimate discretion of the Arbitrator.

#### B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by the PBA on behalf of an individual or individuals, or the Township. The following grievance procedure shall include issues involving minor discipline matters.

#### C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed on its entirety unless any step is waived by mutual consent:

##### STEP ONE:



(A) An aggrieved employee or the PBA on behalf of an aggrieved employee or employees or the Township shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(B) The Supervisor shall render a decision within five (5) days after receipt of the grievance.

**STEP TWO:**

(A) In the event a satisfactory settlement has not been reached, the employee or the PBA, shall, in writing and signed, within three (3) days following the determination at **STEP ONE** file his grievance with the Chief of Police.

(B) The Chief of Police shall render a decision in writing within ten (10) days from the receipt of the grievance.

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**STEP THREE:**

(A) In the event the grievance has not been resolved at **STEP TWO**, then within five (5) days following the determination, the matter may be referred to the Township Administrator who shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

**STEP FOUR:**

(A) In the event the grievance has not been resolved at **STEP THREE**, the PBA may within ten (10) days request arbitration, the arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.

(B) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Township Administrator. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The PBA shall pay whatever costs may have been incurred in processing the case to arbitration.

(C) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions to this Agreement or amendment or supplement thereto.

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(D) The costs for the services of the Arbitrator shall be borne equally between the Township and the PBA. Any other expenses incurred including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

(E) The Arbitrator shall set forth his finding of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

(F) The Arbitrator's decision shall be final and binding on all parties.

#### **D. TOWNSHIP GRIEVANCES**

Grievances initiated by the Township shall be filed directly with the PBA within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after filing a grievance between the representative of the Township and the PBA in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with **STEP FOUR** above.

E. No response at any Step in this procedure by the Township or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next step.

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F. Time limits may be extended by the parties by mutual written agreement.

G. Group grievances affecting a substantial number of members of the Department shall be filed and processed commencing at **STEP TWO** of the procedure.

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## ARTICLE IV

### HOURS AND OVERTIME

Effective January 1, 1994 all employees covered by this Agreement, except those employees in the Detective Bureau, shall be covered by a 12 hour work chart. Only employees in a Detective Bureau shall continue to be governed by the 10 hour work chart provisions.

#### **SCHEDULE A (8 HOUR SHIFTS)**

1. The hours of duty for members of the Department shall consist of eight (8) consecutive hours per day not to exceed forty (40) hours in any one week provided that in case of emergency the Officer or other official having charge or control of the Department shall have full authority to summon and keep on duty any and all such members during the period of an emergency as defined by the Chief of Police pursuant to New Jersey Law.

2. Overtime shall be paid upon the following basis:

a. Hours incidental to and immediately following a regular tour of duty in excess of eight (8) hours shall be paid at one and one-half (1½) times the regular rate of pay.

b. Attendance at Court, Civil Court, Grand Jury or Division of Motor Vehicles hearings or proceedings and other judicial or administrative hearings or proceedings, on off-duty time will be compensated at one and one-half (1½) times the regular rate of pay or compensatory time at the Officer's choice. There shall be a three (3) hour minimum for court appearance compensation.

c. Municipal Court appearances while off-duty, at the employee's option, will be compensated at time and one-half (1½) rates compensatory time off or at time and one-half (1½) rates in cash with a three (3) hour minimum

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guarantee. Court postponements or adjournments at no fault of the officer and after his appearance for Court shall still entitle the Officer to be compensated at the three (3) hour minimum guarantee. Every effort shall be made by both parties to schedule Municipal Court appearances during working hours.

d. All off schedule shift changes will be compensated at the rate of one and one-half (1½) times the regular pay for the entire shift [eight (8) hours].

3. In the event an Officer is recalled to duty, or for other than Court appearances, he shall be guaranteed a minimum of three (3) hours pay at one and one-half (1½) times his regular rate of pay.

4. Any officer shall have a minimum of two (2) consecutive days off per week on normal duty.

5. The court appearance minimums provided in this contract shall apply to all proceedings which are not contiguous to scheduled work. The minimum guarantee shall apply to pre-shift appearances notwithstanding the fact said appearance may be contiguous to a scheduled shift.

6. There shall be no pyramiding of overtime.


7. Compensatory time earned within the year may be taken on weekends with the prior approval of the Chief of Police or his designee provided staffing levels are adequate and it does not result in an overtime situation.

## SCHEDULE B (12 HOURS SHIFTS)

The public employer shall provide for a twelve (12) hour work shift as set forth in Schedule B attached. Employees on the "Schedule B" (12 hour chart) shall have their schedule comply with the following provisions:

1. The hours of duty for members of the department shall consist of 12 consecutive hours per day provided that in cases of emergency the officer or other official in charge or control of the department shall have the full authority to summon and keep on duty any and all such members during the period of an emergency as defined by the Chief of Police pursuant to New Jersey Law.
2. Overtime shall be paid on the following basis:
  - a. Hours incidental to and immediately following the regular tour of duty in excess of twelve (12) hours shall be paid at one and one-half times ( $1\frac{1}{2}$ ) the regular rate of pay.
  - b. Attendance at Court, Civil Court, Grand Jury or Division of Motor Vehicles hearings or proceedings and other judicial or administrative hearings or proceedings, on off-duty time will be compensated at one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay or compensatory time at the Officer's choice. There shall be a three (3) hour minimum for court appearance compensation.
  - c. No double shifts shall be permitted under the twelve (12) hour schedule.

- d. A maximum of six (6) hours overtime may be worked if it is prior to or immediately following (continuous) an officer's shift.
  - e. Municipal Court appearances while off-duty, at the employees option, will be compensated at time and one-half (1½) rates compensatory time off or at time and one-half (1½) rates in cash with a three (3) hour minimum guarantee. Court postponements or adjournments at no fault of the officer and after his appearance for Court shall still entitle the Officer to be compensated at the three (3) hour minimum guarantee. Every effort shall be made by both parties to schedule Municipal Court appearances during working hours.
  - f. All off schedule shift changes will be compensated at the rate of one and one-half (1½) times the regular pay for the entire shift [twelve (12) hours].
3. In the event an Officer is recalled to duty, or for other than Court appearances, he shall be guaranteed a minimum of three (3) hours pay at one and one-half (1½) times his regular rate of pay.
  4. Any officer shall have a minimum of two (2) consecutive days off per week on normal duty.
  5. The court appearance minimums provided in this contract shall apply to all proceedings which are not contiguous to scheduled work. The minimum guarantee shall apply to pre-shift appearances notwithstanding the fact said appearance may be contiguous to a scheduled shift.
  6. There shall be no pyramiding of overtime.
  7. Compensatory time earned within the year may be taken on weekends with

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the prior approval of the Chief of Police or his designee provided staffing levels are adequate and it does not result in an overtime situation.

8. a. 50 hours - 2% of base shall be paid as a "patrolman differential" to be paid along with base pay on a regular payroll basis. This amount shall be paid to all persons not in the Detective Bureau.
- b. The balance of 60 hours shall be provided as compensatory time to be used at the employee's discretion, subject to prior departmental approval. In the event that said hours are not used by December 15th of the year then said unused hours shall be paid to the employee at the straight time rate.

#### **SCHEDULE C (10 HOUR SHIFTS)**

Effective April 1, 1996 all employees not on the 12 hour work chart, specifically including Detective Bureau employees, shall be placed on a ten (10) hour work schedule. The specific ten (10) hour work schedule shall be as set forth on Schedule C annexed to this contract. All time to be converted to hours to include holidays, sick days, vacation days and personal days.

1. The hours of duty for members of the Detective Bureau shall consist of 10 consecutive hours per day provided that in cases of emergency the officer or other official in charge of emergency or control of the department shall have the full authority to summon and keep on duty any and all such members during the period of an emergency as defined by the Chief of Police pursuant to New Jersey Law.
2. Overtime shall be paid on the following basis:
  - A. Hours incidental to and immediately following the regular tour of duty in

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excess of ten (10) hours shall be paid at one and one-half times (1½) the regular rate of pay.

- B. Attendance at Court, civil court, grand jury or Division of Motor Vehicles hearings or proceedings and other judicial or administrative hearings or proceedings, on off-duty time will be compensated at one and one-half (1½) times the regular rate of pay or compensatory time at the Officer's choice. There shall be a three (3) hour minimum for court appearance compensation.
  - C. No double shifts shall be permitted under the ten hour schedule.
  - D. A maximum of five (5) hours overtime may be worked if it is prior to or immediately following (continuous) an officer's shift.
  - E. Municipal court appearances while off duty, at the employees option, will be compensated at time and one half (1½) rates compensatory time off or at time and one-half (1½) rates in cash with a three (3) hour minimum guarantee. Court postponements or adjournments at no fault of the officer and after his appearance for court shall still entitle the officer to be compensated at the three (3) hour minimum guarantee. Every effort shall be made by both parties to schedule municipal court appearances during working hours.
  - F. All off schedule shift changes will be compensated at the rate of one and one-half times the regular pay for the entire shift, ten (10) hours.
3. In the event an officer is recalled to duty, or for other than court appearances, he shall be guaranteed a minimum of three (3) hours pay at one and one-half times his regular rate of pay.

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4. Any officer shall have a minimum of two (2) consecutive days off per week on normal duty.
5. The court appearance minimums provided in this contract shall apply to all proceedings which are not contiguous to scheduled work. The minimum guarantee shall apply to pre-shift appearances notwithstanding the fact said appearance may be contiguous to a scheduled shift.
6. There shall be no pyramiding of overtime.
7. Compensatory time earned within the year may be taken on weekends with the approval of the Chief of Police or his designee provided staffing levels are adequate and it does not result in an overtime situation.

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## ARTICLE V

### HOLIDAYS

A. Each employee covered by this agreement shall receive an adjusted base salary in lieu of time off for the following holidays:

- |                                  |                            |
|----------------------------------|----------------------------|
| 1. New Year's Day                | 9. Columbus' Birthday      |
| 2. Martin Luther King's Birthday | 10. General Election Day   |
| 3. Lincoln's Birthday            | 11. Veteran's Day          |
| 4. Washington's Birthday         | 12. Thanksgiving Day       |
| 5. Good Friday                   | 13. Day after Thanksgiving |
| 6. Memorial Day                  | 14. Christmas Day          |
| 7. Independence Day              |                            |
| 8. Labor Day                     |                            |

The Township shall pay an employee time and one-half (1½) for hours worked on the holidays that are listed in this above.

B. Whenever a legal holiday is declared for Township employees the employees covered by this Agreement shall likewise enjoy such a holiday pursuant to the administrative provisions of **Section A**, above. Early quitting time, time off granted due to actual or pending emergency weather conditions or days of mourning granted to the Township employees shall not be deemed to be holiday time and all persons covered by this Agreement shall be credited with this amount of time in compensatory time.

## ARTICLE VI

### VACATIONS

#### A. AMOUNT OF VACATION LEAVE

1. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to five (5) years of service; fifteen (15) working days vacation after the completion of five (5) years and up to ten (10) years of service; eighteen (18) working days vacation after the completion of ten (10) years of service and up to fifteen (15) years of service; twenty (20) working days vacation after the completion of fifteen (15) years of service and up to twenty (20) years of service. After twenty (20) years of service, one (1) additional vacation day shall be earned for the completion of each additional year of service to the maximum of twenty-five (25) years. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

2. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work, or unless the employee elects to exercise his option set forth in **Section F** herein.

3. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and the year preceding, provided the latter can be taken during the year of return.

**B. VACATION LEAVE DUE UPON SEPARATION**

1. An employee who is retiring or who has otherwise separated shall be entitled to the full value of the vacation and sick time for the current year, without proration, and any vacation leave or sick time which may have been carried over from the preceding calendar year(s).
2. Whenever a permanent employee dies having to his credit any annual vacation or sick leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

**C. VACATION SELECTION**

1. A vacation selection list shall be posted no later than February 1, of each calendar year.
2. All vacation weeks for Sergeants and Patrolmen will be selected between February 1, and March 15, based on Squad seniority.
3. Vacation selection shall be made for the twelve (12) month period between March 15, of the current year and March 15 of the following calendar year.
4. Any vacation week requests submitted after March 15, will be granted according to chronological receipt of the request. [If two (2) or more employees submit a request on the same date, the employee with the greater seniority shall have priority].
5. All vacation weeks shall consist of no less than five (5) working days. Any requests for less than five (5) working days shall be selected and granted in accordance with the Personal day request procedure. All "vacation weeks" for persons on

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the twelve (12) hour work chart shall consist of no less than three (3) working days. Any request for less than three working days shall be selected and granted in accordance with the Personal day request procedure. Schedule C shall consist of four (4) working days at forty (40) hours.

#### **D. PRIME TIME VACATION**

1. A minimum of twenty-six (26) vacation man weeks shall be permitted between June 30, and Labor Day [known for the purpose of this **Section** as "Prime Time Vacation"] for the exclusive use of all Patrolmen. All Patrolmen shall be entitled to a minimum of one (1) prime time vacation week. One (1) vacation week shall consist of five (5) working days. A "vacation week" for persons on the twelve (12) hour chart shall consist of no less than three working days. Schedule C shall consist of four (4) working days at forty (40) hours.

2. In the event there are more prime time vacation weeks available than Patrolmen, then the Patrolmen with the greater seniority will be entitled to one (1) extra week during the prime time.

Example: Twenty-six (26) prime weeks for twenty-three (23) Patrolmen. The most senior men would receive two (2) prime time weeks each, while the remaining twenty (20) patrolmen would receive one (1) prime time week.

3. In the event there are unselected prime time weeks as of March 15, then these weeks may be filled based on seniority until March 25. After March 25, prime time vacation weeks shall be granted according to chronological receipt of the request.

4. A minimum of nine (9) prime time vacation weeks shall be provided for Sergeants. All Sergeants shall be entitled to a minimum of two (2) prime time vacation

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weeks. In the event there are unselected prime time weeks, these shall be selected and filled in accordance with **Section D, Paragraphs 2 and 3.**

**E.** The final vacation schedule shall be compiled and posted on the PBA bulletin board no later than April 1, and shall remain posted for a twelve (12) month period. This final schedule shall be deemed an approval of selected vacation weeks for all employees listed. This schedule shall be updated as additional requests are granted.

**F.** Employees may, at their option, elect to accumulate vacation leave not to exceed sixty (60) days inclusive of the current year. Employees on the twelve (12) or ten (10) hour work chart may at their option elect to accumulate vacation leave not to exceed 480 hours inclusive of the current year.

**G.** Vacation selection by Detective Bureau personnel shall be on a separate Detective Bureau vacation selection list pursuant to the above stated time requirements. Detective Bureau personnel may select their vacation for any period of time in the course of the year providing the manpower needs of the Detective Bureau are met.

**H.** For employees on the twelve (12) or ten (10) hour work chart the following conversion table shall be used:

- a. 12 days = 96 hours
- b. 15 days = 120 hours
- c. 18 days = 144 hours
- d. 20 days = 160 hours
- e. 25 days = 200 hours

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## ARTICLE VII

### SICK LEAVE

A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4:1-1 et seq. of the Civil Service Rules for the State of New Jersey, revised November 30, 1973.

#### B. Service Credit for Sick Leave


1. All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate year of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease or when the illness of a member of the employee's immediate family require their presence at home. For absences over three (3) consecutive days, proof of illness may be required for members of the immediate family.

3. Such sick leave shall not include any extended period where the employee serves as a nurse, baby sitter or housekeeper during this period of illness.

#### C. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the twelve hour work schedule on the basis of one (1) twelve (12) hour working day per month during the remainder of the first calendar year (of employment) up to a maximum of eight (8) twelve (12) hour work days or ninety-six (96) hours. Thereafter, all employees are allotted one hundred twenty (120) sick hours per year, this is to include any terminal leave and the terminal leave formula.

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2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Upon termination in good standing an employee shall be entitled to receive a percentage of his accumulated sick leave to be taken as early leave with pay. Said employee shall also be entitled to receive a percentage of the balance of his accumulated sick leave in a cash payment. Termination in good standing shall not be deemed to be attained if the employee fails to provide the Township with at least fourteen (14) days advance written notice of his termination.

Terminal Leave Formula:

The precise formula for calculating the amount of early leave and cash payment shall be as follows, and shall be at the employee's sole option:

Option A -

If an employee has accumulated one hundred seventy-five (175) sick days or less, said employee shall receive Ten (\$10.00) Dollars per day for each sick day accumulated.

If an employee has accumulated between one hundred seventy-six (176) and two hundred (200) sick days, said employee shall receive fifteen (15%) percent of the total number of days as early leave and 15% of the balance of days as a cash payment at straight time rate.

If an employee has accumulated between two hundred one (201) and two hundred twenty-five (225) sick days, said employee shall receive thirty-five (35%) percent of the total number of days as early leave and thirty-five (35%) percent of the balance of days as a cash payment at straight time rate.

If an employee has accumulated in excess of two hundred twenty-five (225) sick days, said employee shall receive fifty (50%) percent of the total number of days as early leave and fifty (50%) percent of the balance of the days as a cash payment at straight time rate subject to the following maximum benefits:

A. The early leave shall not exceed one hundred fifty (150) working days. For

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persons on the twelve (12) and ten (10) hour chart the early leave shall not exceed 1200 hours.

- B. The cash payment shall not exceed Thirteen Thousand (\$13,000) Dollars.
- C. An employee whose early leave calculation exceeds the one hundred fifty (150) day maximum may apply the excess days to the cash payment calculation provided the maximum benefit is not exceeded. **(See Example Employee C below)**. For persons on the twelve (12) and ten (10) hour chart the early leave shall not exceed Twelve Hundred (1200) hours.
- D. During the duration of the early leave period, an employee shall be entitled to all benefits that he would normally receive exclusive of bereavement leave.

Option B -

At the time of termination in good standing fifty percent (50%) of any unused sick days can be taken as terminal leave subject to a cap of one hundred fifty (150) accumulated sick days. At the employee's option, the employee may receive a cash payout in the monetary equivalent of his/her accumulated sick days, subject to a monetary cap equivalent to fifty percent (50%) of one hundred fifty (150) sick days.

An employee shall be entitled to his full allotment of sick leave, vacation, personal days, paid holidays, and administrative compensatory days in the year that his early leave period commences, however, should the early leave period overlap into a succeeding year no additional sick leave, vacation, personal days, paid holidays, or administrative compensatory days shall be granted.

**Examples: For the purposes of this example list only a day shall consist of eight (8) hours.**

**Employee A:**

**185 total sick days accumulated**

**X 15%**


**27.7 or 28 days early leave or cash payment at prevailing rate with no maximum as per Paragraphs C3c and C4.**

**157 balance of remaining days (185 minus 28)**

**X 15%**

**23.55 or 24 cash payment at prevailing straight time rate**

**Employee B**

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**250 total sick days accumulated**

**X 50%**

**125 days early leave or cash payment at prevailing rate with no maximum as per paragraph C3c and C4.**

**125 balance of remaining days (250 minus 125)**

**X50%**

**62.5 days cash payment at prevailing straight time rate**

**Employee C**

**350 total sick days accumulated**

**X 50%**

**175 days early leave: Exceeds maximum of 150 days early leave by 25, thus 150 maximum days early leave or cash payment at prevailing rate with no maximum as per Paragraph C3c and C4.**

**175 balance of remaining days (350 minus 175)**

**+25 carry over excess of authorized maximum early leave**

**X 50% (above) 200 days**

**100 days cash payment at prevailing straight time rate not to exceed benefit maximum of \$13,000.00**

**The term "days" as used within this Section shall mean working days and not regular days off.**

Whenever a permanent employee dies having to his credit any accumulated sick days there shall be calculated and paid to his estate a sum of money equal to the cash payment portions (only) of the terminal leave formula as specified in this **Section**. No compensation shall be paid in lieu of the early leave period. However no maximums shall apply to the cash payment portion as calculated in accordance with this **Section**.

Termination in good standing shall not be deemed to be attained if the employee fails to provide the Township with at least fourteen (14) days advance notice of his termination.

4. Employees may, at their option, elect to receive the early leave benefit for accumulated unused sick leave as calculated in Section C, 3-C as a lump sum at the time

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of termination in good standing, provided that notification of such request is submitted to the Chief of Police prior to November 1 of the year preceding the year the termination is to occur for the purpose of budgeting appropriate funds for such payment.

5. Employees on the twelve (12) hour or ten (10) hour work shift shall have the following conversion table apply to their entitlements under this Article:

- 175 days becomes 1400 hours
- 176 days becomes 1408 hours
- 200 days becomes 1600 hours
- 201 days becomes 1608 hours
- 225 days becomes 1800 hours

**D. Reporting of Absence on Sick Leave**

1. If an employee is absent for reasons that entitled him to sick leave, the Dispatcher shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

A. Failure to notify the Dispatcher may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

B. Absence without notice for five (5) consecutive days shall constitute a resignation.

**E. Verification of Sick Leave**


1. An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness. The Township shall be responsible for the cost of obtaining a doctor's note if the Township requests the note and have the right to designate the physician.

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- A. Any employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence from the Township designated physician at the Township's expense for additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.
- B. The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. The Township will incur the expenses in obtaining this proof of illness and shall have the right to designate the physician. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the PBA President or his designee and a representative of the Police Department.

For the purposes of this **Section 1(A) and 1(B)** only, if an employee has voluntarily sought medical attention from a physician for the illness or injury giving rise to the sick leave, then, if requested the employee shall, at no cost to the Township, produce a written explanation of the illness or injury from said physician.

- F.
  - 1. Subject to applicable law the Township shall continue at full pay an officer who has filed a disability retirement application or who has had said application filed by the Township in his behalf, and who has utilized all accumulated sick leave from the date of

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the application is filed until the date he received his first disability check.

**2.** Effective July 1, 2008. Subject to applicable law, the Township shall continue at full pay an officer who has filed a disability retirement application or who has had said application filed by the Township on his behalf, and who has utilized all accumulated sick leave, personal leave days and vacation days from the date the application is filed until the date the officer received the first disability check.

**G.** Investigations into requests for sick leave shall be for cause and not conducted in any arbitrary or capricious manner.

**ARTICLE VIII**  
**HEALTH BENEFITS**

**A.**

1. The Township shall provide a full paid hospitalization insurance program to each employee and dependents which shall include Blue Cross, Blue Shield, Rider J and Major Medical Coverage.

2. The base plan for all bargaining unit members shall be the Choice 20 Plan.

This change shall be effective as soon as practical following the ratification of the terms of the Recommended Settlement. All current bargaining unit members shall have the option to remain enrolled in the Choice 100 and Choice 15 if the employee pays the difference in the premium between Choice 15 Plan and either the Choice 100 Plan or the Choice 20 Plan.

**B.** Each employee who retires after 25 years of service in pension system shall be provided with the same hospitalization coverage under the same conditions as active employees.

**C.** The employer reserves the right to substitute carriers provided the same benefits are provided.

**D.** The Township shall provide at its sole cost and expense a dental insurance program to each employee and dependents which will be "Program II-B offered by New Jersey Dental Service Plan Inc." or its equivalent and said plan shall be effective January 1, 1987.

**E.** The Township has the prerogative to eliminate the "select plan" upon a 100%

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voluntary migration to other Township provided health care plans.

**F.** The Association shall be provided with the current level of benefits, including but not limited to Plan Documents.

**G.** In the event that the Township intends to change any area or source of coverage then the Association shall be provided with advance notice of any such implementation of change. The notice shall be not less than sixty (60) days in advance of the proposed change and said notice shall include complete Plan Documents of the new program to be implemented.

## ARTICLE IX

### PBA RIGHTS

- A. Subject to the manpower needs of the Department, official Delegates of the PBA up to a maximum of two (2) will be granted leave with pay in accordance with the provisions of N.J.S.A. 11:26(c)-4 for the purposes set forth therein.
- B. PBA activities, in addition to the right of representation set forth in the Grievance Procedure, may be conducted on township property provided such activities do not disrupt normal work operations.
- C. The PBA shall notify the Township, or its designees of the names of current PBA officers responsible for processing grievances.
- D. The PBA State Delegate shall be given the shift of the meeting off.
- E. The PBA Delegate shall be permitted sufficient release time when working, without any loss of compensation or benefits, so that the Delegate may attend meetings of the Passaic County PBA Conference.
- F. The employer agrees to advise an employee when he is the subject of an internal investigation prior to the commencement of any interrogation.
- G. Pursuant to applicable laws the President of the PBA or his designee shall have the exclusive right to meet with the Township Administrator off duty at any time on any matter concerning the interest of the membership covered by this Agreement provided that if the President or his designee is on duty he shall apply for and receive approval from the Chief or in his absence the officer in charge to be absent from his post.

**ARTICLE X**  
**SALARY GUIDE**

**A.** All employees covered by this Agreement shall be entitled to receive the wage rates for their particular job title as noted in **Schedule A or A-1**. Employees hired after the execution of this contract shall be covered under **Schedule A-1**.

**B.** All employees, except those in a Detective Bureau, shall receive a "patrol differential" to be paid along with base pay on a regular payroll basis. The patrol differential shall be defined for each employee as 2% of said employee's base rate of pay.

**C.** All bargaining unit members who, in the absence of a Sergeant, previously worked or shall work at least one-half of a shift as a Sergeant shall be compensated at the Sergeant's rate of pay for the entire shift.

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**ARTICLE XI**

**LONGEVITY**

**A.** Longevity payments based upon years of continuous uninterrupted service with the Township.

<b>At Four (4) years of Service</b>	<b>2% of Base Pay</b>
<b>At Eight (8) years of Service</b>	<b>4% of Base Pay</b>
<b>At Twelve (12) years of Service</b>	<b>6% of Base Pay</b>
<b>At Sixteen (16) Years of Service</b>	<b>8% of Base Pay</b>
<b>At Twenty (20) years of Service</b>	<b>10% of Base Pay</b>

**B.** Employees will receive a longevity payment if they will complete the required years of service required for longevity in that calendar year.

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## ARTICLE XII

### COLLEGE INCENTIVE PAY

A. All employees who successfully complete approved courses in a recognized institution of higher learning in a program leading to a degree in Police Science related courses shall receive a sum equal to .10 of 1.0% of base pay per credit hour earned. Example: A Patrolman making \$30,098 would receive \$30.10 per credit earned. A Sergeant making \$33,112 would receive \$33.11 per credit earned. Effective January 1, 1988 no employee shall receive more than Four Thousand Three Hundred (\$4,300.00) Dollars per year in educational incentives.

B. The maximum amount payable under this **Article** shall be limited to one hundred twenty-eight (128) credits.

C. Such compensation shall be payable, subject to presentation to the Township Administrator of evidence of successful completion of the course, on or before the first pay period in December. New credits earned in a calendar year shall be payable in a lump sum prior to December of that calendar year.

D. Approved courses shall be those courses approved for reimbursement under the SLEPA or LEEP programs.

E. Employees hired after January 1, 1977 shall not be eligible to receive College Incentive Pay unless they make progress toward a degree within two (2) years of employment and in every two (2) year period thereafter. Progress shall be deemed to be the completion of at least one (1) approved course with a passing grade within the two (2) year period. Failure to make progress within a two (2) year period shall terminate said

employee's benefits under this **Article**, including any benefits previously enjoyed. Reinstatement may be made by the Township Administrator. No progress towards a degree is necessary after the successful completion of an Associates or Bachelors Level degree, however, any credits earned beyond the Associates or Bachelors level will be subject to the above provisions.

F. All employees hired after April 1, 1996 shall be covered under the following college incentive benefit plan:

- a. No college incentive benefit entitlement shall be paid until the new employee possesses a degree in police science related course (Associate's level Degree and/or Bachelor's level degree).
- b. The formula to calculate college incentive pay for employees hired on or after April 1, 1996 shall be \$33.60 per credit up to 128 credits to a maximum of \$4,300. The method of payment of said benefits shall continue as for all other employees.

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## ARTICLE XIII

### FOLDING OF BENEFITS AND HOURLY RATES

Each employee covered by this Agreement shall have said individual's respective longevity, educational entitlements, and patrol differential folded in and made part of regular compensation.

The hourly rate for all calculation purposes, (including overtime rate) shall be determined by dividing the respective employee's annual base rate together with the employee's longevity, educational entitlement and patrol differential by two thousand eighty (2,080) for the ten (10) hour schedule and two thousand eighty (2,080) for the twelve (12) hour schedule. Employees working leap year will receive an extra ten (10) hours for the ten (10) hour schedule and twelve (12) hours for the twelve (12) hour schedule.

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## ARTICLE XIV

### PERSONAL LEAVE DAYS

A. Each employee shall be entitled to twenty-four (24) hours personal leave time annually without loss of pay.

B. Personal leave time may not be accumulated but shall be paid for at the end of each year. The parties shall make every effort to cooperate in order that this time will be scheduled during the course of the year. X

C. Personal leave time shall be requested in writing as far in advance of the day requested as possible except in case of an emergency. A reply to the request shall be provided as soon as possible and no reply shall be deemed an approval. All personal leave time, regardless of the date submitted, shall be granted approval provided minimum manpower needs of the Department are met. No reason must be given when requesting personal time.

D. In the event that two (2) or more employees request the same personal leave time that employee with the greater seniority shall have first priority to the day requested, provided, however, that the senior employee has requested the day at least fifteen (15) days in advance of the day requested.

E. The township shall allow an employee to take personal time off if said employee finds another employee to serve for him/her and in furtherance shall pay said replacement at the rate of time and one-half for hours worked. This substitution shall only occur where time is taken as personal time. The employee shall not arrange utilization of this personal time option where it results in a double shift for the substituting officer. The



Chief of Police shall promulgate reasonable rules for the implementation of this section.

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## ARTICLE XV

### LEAVES OF ABSENCE

A. Every employee subject to this Agreement may be granted a leave of absence according to applicable Civil Service Rules for the State of New Jersey, revised November 30, 1973.

B. Employees will be required to exhaust their paid leave concurrently with the use of the FMLA and NJFLA leave, in accordance with the Township Family and Medical Leave Policy, with the following provisions:

1. The time period for family leave shall not be designated until after ten (10) consecutive working days absence from duty. Upon designation as family leave, the FMLA and NJ FLA leave period would be retroactive to the first day of leave.
2. Employees are required to exhaust all paid leave, including sick time (if applicable to the specific leave being requested, in accordance with the terms of the contract), vacation leave, personal leave days, and compensatory time off concurrently with family leave, except as noted in three (3) and four (4) below.
3. An employee may exempt up to one (1) year allotment of sick leave equal to one hundred twenty (120) hours from the exhaustion requirement herein. All sick leave must be used in accordance with the terms set forth in the contract.
4. An employee can also exempt up to two (2) personal days or the equivalent of twenty-four (24) working hours. All personal leave must be used in accordance with the terms set forth in the contract.



## ARTICLE XVI

### CLOTHING, TRAVEL AND MEAL ALLOWANCE

A. Officers shall be required to maintain and be outfitted in the Department prescribed uniform of the day. All employees are required to report to work with up to date, clean proper uniforms as determined by the Chief of Police.

B. A mileage allowance equivalent to the federal rate authorized by the IRS for tax purposes, in addition to receipted toll expenses, will be paid to each employee who is required to provide his own transportation upon instruction from the Chief of Police.

C. Meal allowance shall be paid at the rate of Five (\$5.00) Dollars.

D. The Township will provide a protective vest to each officer provided said vest is requested by the Officer and one-third (1/3) of the cost of said vest is paid by the officer.

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## ARTICLE XVII

### BULLETIN BOARDS

A. The Township will supply one (1) bulletin board for the use of the Association to be placed in an appropriate area designated by the Chief.

B. The bulletin Board shall be used for the use of the Association for the posting of "official" notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

C. Each notice and bulletin shall be signed by the President or Delegate of the PBA responsible for posting it and it shall be the duty of the PBA to cause the removal of said notice or bulletin from the bulletin board as soon as it has served its purpose. No unsigned notice or bulletin shall be posted on the bulletin board.

## ARTICLE XVIII

### MISCELLANEOUS

A. Seniority shall be based upon continuous uninterrupted service with the Township of West Milford Police Department.

B. Each employee shall be entitled to bereavement leave of three (3) working days from the date of death in the immediate family, and in the event the burial takes place out of state, up to two (2) additional working days travel time. This leave shall be with pay. Proof of attendance at the burial may be required by the Township. Deaths in the immediate family covered by this Section shall mean spouse, parents, children, brothers, sisters, grandparents and parents-in-law. Effective 1989, each employee shall be entitled to bereavement leave of one (1) day of leave with pay in the event of death of an aunt or uncle of the employee or his/her spouse, regardless of location of the burial.

C. Each employee shall be entitled to swap shifts with a fellow officer provided said employee makes application to the scheduling officer or in his absence, the officer in charge. The exchange of shifts shall be accomplished within a fourteen (14) day period. Swaps will be permitted without the necessity of completing a written form and up to one (1) hour before the beginning of the shift in question, provided:

1. The officer requesting the shift swap has a personal need requiring such swaps. An off duty job shall not be a personal need for the purpose of this **Section**.
2. The officer requesting the swap obtains the verbal approval of the Chief, Captain or Lieutenant, and the written form is completed upon

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return to duty. A sergeant may be contacted to grant approval if the Superior Officers listed are not available.

3. The officer who is to work the shift for the requesting officer notifies the approving Superior of his willingness to work the shift in question.
4. Officers will avoid arranging shift swaps that mean a double shift for either party involved in the swap to the greatest extent possible.

D. Other than in a Police emergency, an employee shall not be required to change tires on municipal equipment.

E. The PBA may install vending machines in the PBA break area. The profits from all such machines shall be placed in the PBA Treasury. The PBA assumes full responsibility for the costs of installation and maintenance of the vending machines. The PBA shall provide the Chief of Police with an accounting of the funds generated on the vending machines on an annual basis.

F. The Township shall reimburse PBA members for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of a PBA member acting in the official discharging of his duties and within the scope of his employment. The employer's obligation under this **Paragraph** shall be limited to Three Hundred (\$300) Dollars annually per employee.

G. The PBA may request a meeting with the Township Administrator on a periodic basis to meet and discuss matters of safety and equipment of concern to the PBA.

H. All officers assigned to the Detective Bureau shall be permitted to purchase a recognition badge, at Township expense, signifying the members duties are in the capacity

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of a Detective.

I. The Chief may schedule up to twenty-four (24) hours of semi-annual training. The twenty-four (24) hours of semi-annual training time may be scheduled in up to two (2) full-day segments at the Department's option. If a training day is scheduled on a date or at a time when an officer is not scheduled to work, such officer shall be compensated for such time at time and one-quarter (1¼). The time shall be credited as personal leave time.

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## ARTICLE XIX

### NO STRIKE AND NO LOCKOUT PLEDGE

A. During the term of this Agreement, the PBA agrees on behalf of itself insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the Township agrees that it will not cause any lockout.

B. The PBA covenants and agrees that neither the PBA or any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The PBA agrees that such action would constitute a material breach of this Agreement.

C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any PBA member shall entitle the Township to invoke any of the following alternatives:

1. Withdrawal of PBA recognition
2. Withdrawal of dues deduction privileges (if previously granted);
3. Such activity shall be deemed grounds for appropriate discipline.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the PBA or its members.



## ARTICLE XX

### PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Chief of Police and Township Administrator.

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

Whenever any document (excluding payroll or insurance forms) is to be placed in an employee's personnel file, the employee shall be so advised and copied.

The Officer shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by a member of the force shall subject that member to appropriate disciplinary action.

Each employee shall be supplied with a written certification from the Township, during the month of November of each year, which shall state the number of

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[Signature]

accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the officer.

An employee shall also have the right to examine the Civil Service file maintained in the office of the Township Administrator during normal business hours upon making an appointment to do so.

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## ARTICLE XXI

### DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the PBA. Such deductions shall be made in compliance with **Chapter 310, Public laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e** as amended. Said monies together with records of any corrections shall be transmitted to the PBA by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the PBA and signed by the President and Secretary-Treasurer of the PBA advising of such changed deduction.

C. The PBA will provide the necessary "Check-off Authorization" form and the PBA will secure the signatures of its members on the forms and deliver the signed forms to the Township Administrator. The PBA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason taken by the Township in reliance upon salary deduction authorization cards submitted by the PBA to the Township or in reliance upon the official notification on the letterhead of the PBA and signed by the President and Secretary-Treasurer of the PBA advising of such changed deduction.

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## ARTICLE XXII

### NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the PBA against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the PBA or because of any lawful activities by such employees on behalf of the PBA. The PBA, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the PBA.

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**ARTICLE XXIII**

**SEPARABILITY AND SAVINGS**

**A.** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

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**ARTICLE XXIV**

**FULLY BARGAINED PROVISIONS**

**A.** This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations. During the term of this Agreement the parties agree to fully comply with the New Jersey Public Employment Relations Act with respect to negotiation of terms and conditions of employment.

**B.** This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

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## ARTICLE XXV

### TERM AND RENEWAL

This Agreement shall have a term from January 1, 2008 through December 31, 2011. If the parties have not executed a successor Agreement by December 31, 2011, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

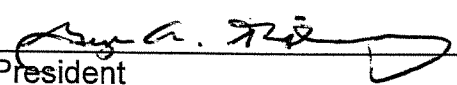
Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals in West  
Milford, New Jersey on this 5<sup>th</sup> day of Dec 2008.


NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION LOCAL  
NO. 162

TOWNSHIP OF WEST MILFORD

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Mayor


  
\_\_\_\_\_  
PBA Negotiating Committee  
Chairman

  
\_\_\_\_\_  
Township Manager

Witness:

Witness:

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Township Clerk

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**SCHEDULE A**

**SALARY SCALE**  
**(Employees Hired Before 08/01/08)**

	Effective 01/01/08	Effective 01/01/09	Effective 01/01/10	Effective 01/01/11
<b>PATROLMAN</b>				
<b>Academy Step (First 6 Months)</b>	\$40,107	\$42,543	\$44,245	\$46,015
<b>Probationary Step (Second 6 Months)</b>	\$46,567	\$49,262	\$51,232	\$53,281
<b>During 1<sup>st</sup> Year of Service</b>	\$57,175	\$60,294	\$62,706	\$65,214
<b>During 2<sup>nd</sup> Year of Service</b>	\$67,783	\$71,326	\$74,179	\$77,147
<b>During 3<sup>rd</sup> Year of Service</b>	\$73,250	\$77,012	\$80,092	\$83,296
<b>During 4<sup>th</sup> Year of Service</b>	\$78,735	\$82,716	\$86,025	\$89,466
<b>During 5<sup>th</sup> Year of Service</b>	\$84,445	\$88,655	\$92,201	\$95,889
<b>Sixth and Subsequent</b>	\$90,494	\$94,946	\$98,744	\$102,694
<b>SERGEANT</b>	\$99,353	\$104,159	\$108,325	\$112,658

**Detective Differential**

Officers assigned to the Detective Bureau shall receive a two (2%) percent base pay increase as a Detective Differential.

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**SCHEDULE A-1**

**SALARY SCALE**

**(Employees Hired On or After 08/01/08)**

	<b>Effective 01/01/08</b>	<b>Effective 01/01/09</b>	<b>Effective 01/01/10</b>	<b>Effective 01/01/11</b>
<b>PATROLMAN</b>				
<b>Academy Step (First 6 Months)</b>	<b>\$35,000</b>	<b>\$37,232</b>	<b>\$38,721</b>	<b>\$40,270</b>
<b>Probationary Step (Second 6 Months)</b>	<b>\$41,937</b>	<b>\$44,446</b>	<b>\$46,224</b>	<b>\$48,073</b>
<b>During 1<sup>st</sup> Year of Service</b>	<b>\$48,874</b>	<b>\$51,661</b>	<b>\$53,727</b>	<b>\$55,876</b>
<b>During 2<sup>nd</sup> Year of Service</b>	<b>\$55,811</b>	<b>\$58,875</b>	<b>\$61,230</b>	<b>\$63,680</b>
<b>During 3<sup>rd</sup> Year of Service</b>	<b>\$62,748</b>	<b>\$66,090</b>	<b>\$68,734</b>	<b>\$71,483</b>
<b>During 4<sup>th</sup> Year of Service</b>	<b>\$69,685</b>	<b>\$73,304</b>	<b>\$76,237</b>	<b>\$79,286</b>
<b>During 5<sup>th</sup> Year of Service</b>	<b>\$76,622</b>	<b>\$80,519</b>	<b>\$83,740</b>	<b>\$87,089</b>
<b>During 6<sup>th</sup> Year of Service</b>	<b>\$83,559</b>	<b>\$87,733</b>	<b>\$91,243</b>	<b>\$94,892</b>
<b>Seventh and Subsequent</b>	<b>\$90,494</b>	<b>\$94,946</b>	<b>\$98,744</b>	<b>\$102,694</b>
<b>SERGEANT</b>	<b>\$99,353</b>	<b>\$104,159</b>	<b>\$108,325</b>	<b>\$112,658</b>

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**Detective Differential**

Officers assigned to the Detective Bureau shall receive a two (2%) percent base pay increase as a Detective Differential.

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## SCHEDULE B

### 12 HOUR WORK SCHEDULE SPECIFICATION

A working day shall consist of a 12 hour shift. The shift will begin at 7:00 a.m. and end at 7:00 p.m. for Shift 1. Shift 2 will report at 7:00 p.m. and end at 7:00 a.m. The Department may alter the shift start times for up to one (1) hour to accommodate tour changes. The sequence of days off are as follows: 2 on - 2 off, 3 on - 2 off, 2 on - 3 off. Both the "3 on and 3 off" sequence shall fall on Friday, Saturday and Sunday. Squads will change shifts on a 14 day cycle.

The Chief has the right to maintain a traffic tactical/supplemental patrol assignment consisting of a maximum of three (3) officers to be filled on a voluntary basis.

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**LETTER OF UNDERSTANDING**

**RE: TOWNSHIP OF WEST MILFORD - WEST MILFORD PBA LOCAL NO. 162**

The purpose of this Letter of Understanding is to supplement the 1998-2000 Collective Bargaining Agreement between the above parties.

A. It is expressly understood and agreed by and between the parties hereto that one (1) PBA Officer shall be granted time off from duty without loss of pay or compensatory time to attend the regular, monthly meeting of PBA Local No. 162, not to exceed three (3) hours and it being further expressly understood and agreed by and between the parties that preference and priority for the purpose of this Letter of Understanding shall be given to those officers listed below:

1. President
2. Recording Secretary
3. Financial Secretary
4. Treasurer
5. State Delegate
6. Vice-President
7. Sergeant at Arms

It is understood that the members released from duty shall be ready and available for recall to duty should the need arise.

**B. The Township agrees to:**

1. Allow one (1) coffee break per shift at home provided employee's home is in his patrol sector and all dinner to be eaten at home on the twelve (12) hour or ten (10) hour shift based on procedures to be promulgated by the Chief of Police.



2. Negotiate with the PBA on the West Milford Police Manual prior to implementation during the life of the 2001-2003 Contract, said negotiation shall not include the impasse procedures of PERC.

3. Make every effort to notify an employee seventy-two (72) hours before a shift change occurs. Such effort shall include a written notice and attempt to contact by phone or person.

4. The Township shall provide for each member a standard schedule based on a fixed, repeating pattern of days on and days off, together with the shifts to be worked. Such standard schedule shall be sufficient to allow the member to reasonably predict his calendar schedule for the following year. Any and all shifts worked that are not in accordance with said standard schedule are said to be off-schedule. It shall establish an official procedure whereby a uniform rotation system will be established to equitably distribute off-schedule assignments within the Department. Such assignments will continue to be made in the order of approximate reverse seniority with an annual maximum number of seven (7) off-schedule assignments permitted each officer. When an officer is assigned seven (7) such changes the next senior man shall be assigned and so on throughout the Department. Once the entire list of officers have achieved the maximum number of off-schedule assignments in any calendar year the rotation shall start over with the most junior man. The rotation starts anew each January 1 with the most junior man. This provision may be waived by the member when the schedule change is to his advantage, and nothing contained herein shall be construed as preventing the Township from seeking out a volunteer to work a particular shift. Assignment to in-service training schools in lieu of regular shifts and a bona fide transfer of an individual from one

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assignment to another to serve the needs of the Department is not an off-schedule assignment within this provision. A transfer of twenty-one (21) days or more is a bona fide transfer. Temporary assignments for the purpose of meeting short-term manpower shortages such as vacations and illnesses are not to be deemed transfers, and are considered schedule changes within the meaning of this provision. Special scheduling arrangements that serve the mutual needs of the Township and the member may be agreed upon without violation of this provision. Other arrangements as may be made to cover a member's college education or military obligations are not off schedule assignments within this provision.

**Written Schedule** - The Township shall provide a written yearly duty schedule no later than January 1, which will allow the employee to reasonably predict his calendar schedule for that year. This written schedule will be a standard schedule based on a fixed, repeating pattern of days on and off, together with the shift to be worked. Such standard schedule shall be posted at the desk that will allow employees to submit requests for time off, as of April 15, this patrol schedule shall incorporate all vacation weeks and holidays submitted by March as required by contract and shall incorporate any changes predicted to occur in the yearly schedule due to these mentioned time off requests. All days off requests that are granted shall be noted on the duty schedule at the time they are granted.

**Transfer** - A transfer will require the Township to notify the employee at least two (2) weeks in advance of scheduled transfer and no employee will be transferred more than once in any twelve (12) month period.

5. Inasmuch as Sergeants report fifteen (15) minutes prior to a shift, additional compensation time shall be provided Sergeants at straight time rate of six (6) days each

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year. Inasmuch as Patrolmen report five (5) minutes prior to a shift, additional compensation time shall be provided Patrolmen at straight time rate of two (2) days each calendar year, effective January 1, 1989.

6. Provide results of disciplinary investigation (internal or external) to an officer in writing.

**The PBA agrees to:**

1. Investigate potential grievances of disciplinary actions taken by the Township Administrator and discourage those it deems unwarranted.

ASA  
*[Handwritten signature]*



DETECTIVE BUREAU TEN HOUR SCHEDULE

DAY #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
DAY	S	M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	T	W	R	F	S	
Detective 1	D			N	N	N				D	D	D	D			N	N			N	N		D	D				D	
Detective 2			D	D	D	D			N	N			N	N		D	D	D			D				N	N			N
Detective 3		N	N			N	N		D	D	D			D	D			N	N	N				D	D	D	D		
Detective 4		D	D	D			D	D			N	N	N					D	D	D			N	N				N	N

Schedule C (10 hour)

The public employer shall provide for a ten (10) hour work shift as set forth in the above schedule (C). Employees on the Detective Chart shall work the 10 hour shift under the terms and conditions set forth under schedule c.

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10/20/03  
10/20/03

MEMO OF AGREEMENT

(1)

1 of 2

1. TUP OF WEST MILFORD AND WEST MILFORD PBA & SON AGREE TO THE FOLLOWING TERMS FOR A SUCCESSOR AGREEMENT.

2. AGREY AS MENTIONED HEREIN THE TERMS OF THE PRIOR CONTRACT SHALL CONTINUE.

3. THE TERM OF THE NEW CONTRACT SHALL BE 1/1/01 TO 12/31/03.

4. THE FOLLOWING ALIAS THE BOARD WAGE INCREASES SHALL BE IMPLEMENTED ON THE DATES SPECIFIED:

EFF. 2/1/01	4%
EFF. 2/1/02	4%
EFF. 1/1/03	4%

5. DEBITORS SHALL RECEIVE A 2% BONUS INCREASE IN LIEU OF THE CURRENT \$1250.00

6. ALL HOLIDAYS SHALL BE FORCED IN TO BARS AND ALSO FOR ALL COMPUTATION PURPOSES. THE CURRENT "HOLIDAY OFFER" SHALL BE CONVERTED TO A "PRESENT TIME OFFER" UPON THE SAME RULES.

7. PBA CLOSURE PURCHASE SHALL BE INCREASED FROM \$450 TO \$500 AND MAINTENANCE WILL BE INCREASED FROM \$250 TO \$400. SOA PURCHASE ACCOUNTS SHALL BE INCREASED FROM \$400 TO \$500. AND MAINTENANCE FROM \$300 TO \$400.

EFF. 1/1/01 ALL MAINTENANCE ACCOUNTS SHALL BE PAID AT AN ADDRESSMENT JURY AND THOSE ARE BE FORWARDED TO BAC. WMC

(2)

8. PAYROLL OFFICERS WORKING AS A SECRETARY FOR AT LEAST ONE HALF SHIFT WHOSE NO CONCERN AS TO SCHEDULES SHALL RECEIVE SECRETARY'S PAY THRU APRIL.

\* 9. ASSOCIATION PURPOSES OF '1' DEPARTMENTAL INVESTIGATIONS' SHALL BE INCLUDED IN THE NEW CONTRACT.

10. THIS AGREEMENT IS SUBJECT TO RATIFICATION BY ~~THE~~ PBA, SOA AND THE EMPLOYERS.

REP. OF DIST. WILLIAM

VanDyke

John P. [Signature] 12/15/00  
John P. [Signature] 12/15/00

John P. [Signature] 12/15/00

John P. [Signature] 12/15/00

Paul R. [Signature]