

AGREEMENT

BETWEEN

BOROUGH OF WEST PATERSON

AND

THE WEST PATERSON PBA LOCAL 173

JANUARY 1, 2004 THROUGH DECEMBER 31, 2008

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THIS AGREEMENT made this _____ day of _____ 2005, between the BOROUGH OF WEST PATERSON, hereinafter referred to as the "Employer", and the WEST PATERSON PBA LOCAL 173, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering salaries, hours of work and all other conditions of employment, and

NOW, THEREFORE, in consideration of the promises and mutual agreement herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being representing by the Association as follows:

ARTICLE I - RECOGNITION

Section 1. The employer hereby recognizes the Association as the sole and exclusive representative for purposes of collective negotiations for all ranks and grades above the rank of PATROLMAN, and below the rank of CHIEF OF POLICE.

ARTICLE II - MANAGEMENT RIGHTS

Section 1. Nothing in this Agreement shall be deemed to limit or restrict the Borough of West Paterson as Employer in any way in the exercise of the functions of management, including the right to manage, control and operate its facilities; to subcontract; direct the working forces, hire, promote, transfer, suspend, discipline or discharge employees for cause; or lay off employees for lack of work or for other proper reasons; the right to require employees to observe the Borough of West Paterson's rules and regulations relating to the operation of its facilities not inconsistent with the terms and conditions of this Agreement; the Borough of West Paterson's right to

introduce new and improved methods of facilities; all of which are vested exclusively in the Borough of West Paterson.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1. This grievance procedure shall cover issues of application or interpretation of this Agreement and is meant to provide means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them including safety related issues. A grievance may be raised by an individual employee, a group of employees of the PBA.

Section 2. A grievance shall be processed as follows:

Step 1. The employee, employees involved or the employee's representative shall orally present the grievance to the employee(s) Department Head no later than five (5) working days of the occurrence causing the grievance. The response shall be made within three (3) working days to the employee(s) by said Department Head.

Step 2. If the grievance is not settled by Step 1, it shall be reduced to writing by the PBA and submitted to the Administrator. In the event the employee presented the grievance at Step 1, he shall reduce it to writing and deliver it to the PBA. The PBA will consider filing the written grievance in its discretion. The answer to such grievance shall be in writing with copies to the PBA, Department Head, and Mayor, and shall be made within five (5) working days of its submission.

Step 3. If the grievance is not settled by the preceding steps, then the PBA shall have the right to request in writing, that the Mayor act on the grievance. A written response shall be served upon the PBA, Department Head and Administrator within seven (7) days after the submission of the grievance.

Step 4. If the aggrieved is a permanent employee, he/she shall have the right to pursue all legal remedies afforded by the provisions of the Civil Service Act. Should

the grievance not be settled by Step 3, the PBA shall have the right within fifteen (15) working days to request in writing arbitration of the grievance through the Public Employment Relations Commission pursuant to the rules of PERC. The decision of the Arbitrator shall be binding upon the parties. The expense of such arbitration, exclusive of legal fees, shall be borne equally by the parties.

ARTICLE IV - SALARIES

Section 1. Base annual wages for employees covered by this Agreement shall be as set forth on Schedule A annexed.

Section 2. The annual Detective stipend shall be \$1500. Said stipend shall be pro rated on a monthly basis if and as appropriate.

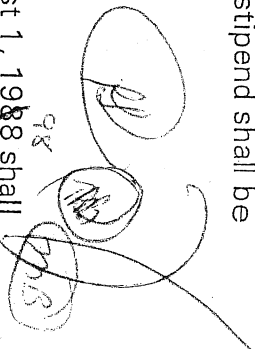
ARTICLE V - LONGEVITY

Section 1. All full time permanent employees hired prior to August 1, 19~~88~~⁹⁸ shall be entitled to longevity pay based upon years of consecutive accumulative service to the municipality in accordance with the following guide:

<u>YEARS OF SERVICE</u>	
After completion of 5 years	2%
After completion of 10 years	4%
After completion of 15 years	6%
After completion of 20 years	8%
After completion of 24 years	12%

All full time employees hired after August 1, 1998 shall be entitled to longevity pay based upon the following guide:

<u>YEARS OF SERVICE</u>	
After completion of 15 years	6%
After completion of 20 years	8%
After completion of 24 years	12%



All periods of service shall be computed from January 1st of the year of full permanent appointment unless the date of said appointment took place on or after July 1st, in which case said period of service shall be computed from January 1st of the year following said appointment. Said longevity pay shall be paid in equal payments within the employee's regular periodic paycheck. If an employee leaves the employment of the Borough of West Paterson in the year the longevity is due, he is entitled to longevity prorated on the basis of one twelfth (1/12th) of each month of service completed. Leaves of absence, unless caused by illness or service connected with disability, will disqualify an employee from receiving any longevity as he shall not have had consecutive and cumulative service.

Longevity compensation shall be included in the employee's periodic paycheck, which shall be included for the purposes of pension only.

ARTICLE VI - WORK DAY AND WORK WEEK

Section 1. The normal work week shall consist of thirty-two (32) hours, with three (3) shifts as follows: Four consecutive work days on 7:00 am to 3:00 pm tour duty, followed by two days off (RDO's); followed by four consecutive work days on the 11:00 pm to 7:00 am tour followed by two days off; then followed by four consecutive work days on the 3:00 pm to 11:00 pm tour followed by two days off.

This cycle, commonly known as the six day cycle shall apply to all personnel covered by this agreement except Police Officers assigned to the Detective Bureau. Absent

exigent circumstances (eg. Pressures of an investigation), the Detective Bureau shall work a Monday - Friday work week, consisting of two tours of duty; 9:00 am to 5:00 pm and 4:00 pm to midnight.

A "Relief Shift" may be utilized by the Chief of Police. Said shift must still be utilized under the six day cycle (four consecutive work days consisting of the same tour of duty followed by two regular days off). The least senior personnel shall be subject to this relief shift. Work relief shift shall be immediately increased from three to four officers. All police officers hired after January 1, 1995 shall be placed on the work relief shift until said shift shall reach six in number. Each new Police Officer shall replace an existing relief shift Police Officer by order of seniority. Said shift cannot be implemented on less than twenty-four (24) days notice unless such time worked is compensated for at time and one-half rate. The twenty-four (24) day notice may be lessened or increased by one or two days without paying the premium rate so that the Police Officer changing shifts will still work four (4) consecutive days consisting of the same tour of duty. The Borough shall have the right to change either the duty roster or work relief shift upon six (6) days notice during a Police Officer's first three (3) months of active duty following the academy.

Members of the Detective Bureau shall receive an additional sixteen (16) days per year as time off, which days off shall be provided upon reasonable notice by the employee, subject to the approval of the Chief.

Captains shall work a schedule which shall consist of five (5) consecutive work days on 7:00 am to 3:00 pm tour of duty, followed by two RDO's, followed by five

(5) consecutive work days on 3:00 pm to 11:00 pm tour of duty. The work week shall be Monday through Friday with Saturday and Sunday as RDO's. In addition, those employees shall receive an additional sixteen (16) days per year as time off, which days off shall be provided upon reasonable notice to the Employer subject to the approval of the Chief.

The Deputy Chief shall work a schedule which will consist of five (5) consecutive work days of 8:00 am to 4:00 pm tour of duty, followed by two (2) consecutive days off (RDO's). The work week shall be Monday through Friday with Saturday and Sunday as RDO's. In addition he/she shall receive an additional sixteen (16) days per year off, which days off shall be provided upon reasonable notice to the Employer subject to the approval of the Chief.

Effective for any Police Officer hired after June 1, 1998, and notwithstanding any other provision set forth above, all Police Officers working a 5/2 work schedule with weekends off shall receive eight (8) additional days off, not being entitled to 16 additional days.

Section 2. The duty roster shall be prepared on an annual basis and shall be posted no later than January 15, of each calendar year in which it is operative. The duty roster shall continue for each successive month subject to change by the Chief of Police upon twenty (20) days notice to the employees affected. The twenty (20) day notice may be lessened or increased by one or two days without paying the premium rate so that the Police Officer changing shifts will still work four (4) consecutive days consisting of the same tour of duty. Such changes in the duty roster shall not occur except in emergent situations, which shall not include normal sick leave or other

approved leaves, but shall refer to long-term illnesses, injuries, resignations or the like. It is understood and agreed that the work schedule itself is not subject to modification unless so negotiated between the parties. The duty roster may be changed upon six (6) days notice during a Police Officer's first three (3) months of active duty following the academy.

Section 3. The regular work days shall consist of an eight hour tour of duty with appropriate meal period not to exceed one-half (½) hour.

Section 4. For the purpose of overtime, the hourly rate shall be determined by dividing the base salary, college, longevity and detective stipend where applicable by 2080.

ARTICLE VII - OVERTIME

Section 1. Employees required to work in excess of eight and one-half (8½) hours in their regularly scheduled work day shall receive payment for such time worked at an hourly rate on a straight time basis of the individual's regular salary. Overtime shall be defined as work in excess of the employee's basic work day or work week and shall be computed at the time and one-half rate of pay (150% the hourly rate). It is understood and agreed that overtime pay is not available during the first half hour after the end of the regularly scheduled shift. However, if an officer works more than one-half hour beyond the scheduled tour, he/she is to be compensated at the time and one-half rate commencing with the time the tour ended. (eg., Fifteen minutes beyond tour equals no additional compensation; one hour beyond tour equals one hour

compensation at overtime rate).

Section 2. An employee whose appearance is required in a County Court or Superior Court of competent jurisdiction, before a Grand Jury, Department of Motor Vehicles Hearings, and appearances in Municipal Court and preliminary hearings on indictable offenses shall be entitled to overtime pay. Said Court appearances shall be adequately documented by the employee. The employee shall be paid no less than for two (2) hours on any one given appearance. When an employee is required to appear in a Court outside of Passaic County he shall include in the aforementioned the travel time required to and from said Court.

Section 3. All overtime shall be submitted by the employee on a monthly basis on the Standard Municipal Voucher Form.

Section 4. Overtime for regularly scheduled shifts and details will be offered to regular full-time employees of the Department first in order of preference based upon a rotating seniority list. The roster shall be utilized based upon years of service. There shall be no requirement that there be a rank-for-rank replacement on an overtime basis as long as there is at least one superior officer on each shift.

There may be certain situations in which the Department, because of special skills or attributes of a particular officer, determines that it is in the best interest of the Borough to bypass an employee or employees on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed employee or employees must become next on the list for the purposes of the

overtime roster.

The purpose of this clause is to equalize overtime among employees and shall not be defeated by the Borough's selection of special persons for special details as set forth herein. Such overtime will be offered to persons other than full-time employees only if it has first been refused by each member on the seniority roster aforementioned.

ARTICLE VIII - VACATIONS

Section 1. Every employee who has accumulated the seniority hereinafter specified shall be entitled to vacation with pay for the respective number of days at his regular salary:

<u>Time of service</u>	<u>Number of days</u>
Up to one (1) year of service	One (1) working day for each month of service
After one (1) year of service and up to ten (10) years of service	Twelve (12) working days
After ten (10) years of service and up to twenty (20) years of service	Fifteen (15) working days
After twenty (20) years of service and over	Twenty (20) working days

Section 2. Vacation leave in the summer period (defined as June 1 through Labor Day) shall normally be selected no later than April 1 of the calendar year.

Vacation leave consisting of at least four (4) work days within a six (6) day period requires thirty (30) days notice by the employee to the Chief of Police. This applies throughout the calendar year, including the summer period.

Vacation leave consisting of less than four (4) work days shall not require any specified notice period by the employee to the Chief of Police, but such leave shall be subject to the approval of the Chief of Police, which approval must be exercised reasonably by the Chief.

ARTICLE IX - HOLIDAYS

Section 1. Employees covered by this Agreement shall be entitled to ten (10) annual holidays (one of said holidays shall be deemed designated as the day after Thanksgiving).

Section 2. Each employee shall be entitled to utilize three (3) holidays in the following periods, each of which shall consist of four (4) months:

January 2 - April 30
May 1 - August 31
September 1 - January 1

Such days shall not accumulate from one period to the next unless such holidays are denied due to staffing requirements of the Police Department. Employees shall not be directed to utilize any specific day(s) as holidays. The Deputy Chief of Police shall not be required to utilize his holidays in any specific time period.

For the period of December 18 through January 1, an employee shall be permitted to utilize holiday(s) provided he can be replaced by the use of a regular police officer at the overtime rate or a special police officer.

Section 3. In the event that the Mayor and/or governing body of the Municipality declares an additional holiday for other than police employees at the Borough, the Borough agrees that police officers who are working shall be given comp time in lieu of the extra holiday. This comp time may be scheduled at the mutual convenience of the police officers and the Department. In the event that a police officer used accumulated time (such as vacation leave or holiday) on the day that an additional holiday was declared, then the police officer shall be recredited with the accumulated time so long as the Department was not replacing the police officer who took the vacation leave or holiday by another police officer on overtime.

ARTICLE X - INSURANCE

Section 1. The employer agrees to continue to provide, at no cost, all the medical and dental insurance coverage in existence at the signing of this Agreement. This insurance will cover all police officers, their spouses and eligible dependent children. This insurance will be provided by Aetna Insurance Plan.

a. On or about June 1, 2004 the health insurance coverage was changed by the Borough. The Borough agrees to indemnify and reimburse all employees for any and all additional costs incurred as a result of the change in the health insurance coverage on or about June 1, 2004. The parties agree to be bound by the terms of the PERC "Interlocutory Order" dated July 15, 2004 (Docket No. CO-2004-165 and CO-2004-380).

b. The employer reserves the right to change the insurance carrier so long as the benefits are substantially similar to the current benefits. In the event the employer seeks to change the carrier, it will give the PBA at least sixty (60) days' notice as long as the employer has sixty (60) days's notice.

c. The employer shall pay for an eye examination or prescription eye wear to either the employee, their spouse, or eligible dependent children upon submission of a Municipal voucher form with evidence of payment for said services, the maximum amount per family of Two Hundred (\$200) Dollars per year, beginning January 1, 1998.

Section 2. For all employees hired prior to January 1, 1995, the Employer agrees that all employees who have retired after twenty-five (25) years or more of service credit in a state or local agency retirement system, and a period of twenty (20) consecutive years with the employer at the time of retirement, the insurance stipulated herein shall continue to be provided to retirees and their spouses upon retirement in accordance with the Police and Fire Retirement System, the cost of which shall be borne by the Employer.

In the event the retiree has dependent children, the retiree may pay for the dependents' health insurance coverage at the Borough cost imposed by the insurance carrier.

Upon attaining age 65, the retiree and his/her spouse shall be entitled to said insurance as supplementary medical insurance, which cost shall be borne by the Employer.

The Employer shall not be responsible for providing health insurance to retirees as defined herein who received health insurance from another employer of the employee subsequent to the date of retirement. An employee-retiree shall be reinstated in to the Borough provided plan upon termination of coverage by the subsequent employer, which cost shall then be borne by the Borough.

Section 3. The employer shall provide personal injury liability insurance (false arrest) coverage for all employees.

Section 4. The Borough agrees to provide disability insurance through the State Disability Plan for all police officers. The Police Officers will be enrolled as soon as permitted by the Plan. All Police Officers will be required to pay any co-payment required by the Plan.

Section 5. Each individual employee shall have the individual right to opt out of insurance coverage and receive 25% of the Borough's insurance premium savings. Necessary rules shall be mutually adopted to implement this procedure.

Section 6. The PBA and the Borough agree to form a joint committee to explore health insurance alternatives. The parties shall draft rules and procedures for the operation of said committee.

ARTICLE XI - CLOTHING

All employees of the Department covered by this Agreement shall be entitled to an annual clothing allowance. The annual clothing allowance shall be Seven Hundred

(\$700.00) Dollars.

All Police Officers except Detectives must wear their uniforms on a full time basis to be eligible for clothing unless directed otherwise by the Chief. In the case of newly hired Police Officers, he/she shall be provided with the annual clothing allowance as indicated above for said new officer's year of hire without pro-rata reduction so said new officer may be properly outfitted. The payments under this Article shall be made 50% in February of the year and 50% in July of the year for which each is entitled.

The annual clothing allowance shall apply to the replacement of articles of uniform clothing. However, in the event that an article of police uniform clothing is replaced due to a change in the appearance of the uniform mandated by the Employer, the Employer will bear the cost of such replacement in addition to the annual clothing allowance. An "article of police uniform clothing" shall be defined as the required uniform hat, pants, trousers, shirt, blouse, jacket, overcoat and/or other mandates seasonal outerwear and all other articles of mandated clothing. For purposes of this paragraph, the term "Employer" shall mean the Mayor and Council of the Borough of West Paterson.

ARTICLE XII - BEREAVEMENT AND PERSONAL LEAVE

Section 1. Full time permanent personnel shall be entitled to up to three (3) days personal leave with pay each calendar year for a death in the immediate family. Immediate family shall be defined as follows: Mother, Father Son, Daughter, Sister,

Brother, Husband, Wife, Son-in-law, Daughter-in-law, Father-in-law, Mother-in-law, grandparents, grandchildren, or any other relative who is next of kin of employee. In the event of more than one death in a given calendar year, the employee may request in writing to the Mayor or Administrator consideration for additional personal leave.

Section 2. Full time permanent personnel shall be entitled to one (1) bereavement day off with pay for the death of an Aunt, Uncle, Brother-in-law and Sister-in-law, which day shall be the day of the funeral.

Section 3. Any other reason for personal leave, subject to the Mayor's or Administrator's approval, may be taken without compensation and in no case will consideration be given for personal leave other than stated above. In no case shall personal leave exceed five (5) days.

Section 4. The Department Head shall be notified in sufficient time to secure a replacement.

ARTICLE XIII - TUITION AND ACADEMIC CREDITS PROGRAM

Section 1. A maximum of fifteen (\$15.00) dollars tuition per college credit will be paid to the employee upon submission of the proper municipal voucher and evidence of obtaining a mark of "C" or better for completion of the course, not to exceed a maximum of sixty-seven (67) credits. To obtain tuition reimbursement under this

section , the credits must be earned while the employee is enrolled in a recognized Police Science Program.

Section 2. Employees will receive a salary incentive payment of ten (\$10.00) dollars per credit upon completion of up to thirty (30) credits. They shall receive fifteen (15.00) dollars per credit for all credits over thirty (30) credits but not to exceed a maximum of sixty-seven (67) credits. Upon receipt of an Associate of Science degree in a recognized police science course, the Employer will pay the employee \$20.00 per credit not to exceed sixty-seven (67) credits. The employee must be matriculated in a recognized Police Science Program while earning the credits he/she claims salary incentive payment for and in the employ of the Employer. The employee is to attend the course on his own time.

Section 3. An employee must obtain an Associate of Science Degree in a recognized Police Science course within six (6) years or the Officer will lose the incentive payments previously earned until such time as the aforementioned degree is obtained.

Section 4. Payments of amounts due for credits earned will be made in February of each year for all credits earned through and including the Spring, Summer and Fall semester of the previous year (including the Fall semester which ends in January of the existing year).

Section 5. Upon receipt of an Associate of Science Degree the credit incentive payment will be made a part of his/her base salary which shall be used for pension and

longevity purposes but shall not be based upon a percentage formula.

Section 6. Any and all prospective students within the Association who receive tuition reimbursement shall make a five (5) year commitment to remain in the employ of the Borough after each college credit is earned. If the employee leaves the employment of the Borough within the five (5) years, he/she is to repay to the Borough the money paid for the tuition, less a deduction of twenty (20%) for each year of service after it was earned.

Section 7. Any future member of the Association who has his/her college tuition paid for by a collateral source will not be entitled to payment of same by the Borough, unless the collateral source does not pay the entire amount. In such an event, the Borough will only be responsible to pay the portion not paid by the collateral source.

Section 8. For Police Officers hired prior to August 1, 1998, upon satisfactory proof of the attaining of a B.S. or a B.A. Degree in Police Science, the employee shall be entitled beginning on January 1 of the year succeeding satisfactory proof, to a gross sum of three thousand (\$3,000) dollars incentive payment which will be made part of the base salary beginning on January 1 as set forth previously and included in the periodic paycheck. This incentive payment will begin in the contract year 1990 and will follow through in each succeeding year.

This incentive payment will begin on January 1, 1990 for those employees who have already attained a B.S. or B.A. Degree in Police Science and have submitted satisfactory proof of same to the employer.

Section 9. Any Police Officer hired subsequent to August 1, 1998 with a bachelor's degree in police science or any police officer hired subsequent to August 1998 who thereafter acquires a bachelor's degree, shall be entitled to college incentive pay added to his base salary based upon years of consecutive accumulated service to the municipality in accordance with the following guide:

After completion of five (5) years	two (2%) percent
After completion of ten (10) years	four (4%) percent
After completion of fifteen (15) years	six (6%) percent
After completion of twenty (20) years	eight (8%) percent
After completion of twenty-four (24) years	twelve (12%) percent

Section 10. An Employee hired after August 1, 1998 shall not qualify for Article XIII, Section 9, benefits in addition to Article V, longevity benefits upon completion of 15 years of service. Only Article V longevity benefit shall be paid subsequent to the completion of 15 years of service.

ARTICLE XIV - RESIGNATION OR TERMINATION OF EMPLOYMENT

Section 1. An employee who desires to resign from his/her position in the police department shall be required to submit his/her resignation in writing to the Employer thirty (30) days prior to his requested termination date.

Section 2. An employee who is terminated from his/her position in the Police Department prior to the effective date of the adoption of the annual Salary Ordinance by the Employer, shall not be entitled to any salary increment, increase or other benefits provided for in said Ordinance. An employee who resigns after a collective bargaining

agreement has been entered into between the Borough and this Association but prior to the adoption of a Salary Ordinance shall be entitled to pro-rate share of any wage increase.

ARTICLE XV - PERSONNEL FILES

Section 1. A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the Office of the Administrator.

Section 2. Any member of the Police Department may by appointment review his/her personnel file. This appointment for review must be made through the Administrator or his designated representative. The Governing Body retains the right to reasonably examine personnel files of members of the Department.

Section 3. Whenever a written complaint concerning an officer or his/her actions is to be placed in his/her personnel file a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file.

Section 4. All personal history files will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed therefrom.

Section 5. All reprimands and reports, which are disciplinary in nature, shall be removed from the personnel file after the passage of three (3) years.

ARTICLE XVI - DEPARTMENTAL INVESTIGATION

Section 1. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- (1) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
- (2) The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters of the location where the incident allegedly occurred.
- (3) The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
- (4) The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
- (5) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

(6) At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he/she so requests, to consult with counsel and/or his/her Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his/her Association representative, nor more than two (2) hours for consultation with his/her attorney.

(7) In cases other than departmental investigations, if a member of the force is under arrest or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

(8) Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

ARTICLE XVII - PRESERVATION OF RIGHTS

Section 1. The employer agrees that all benefits, terms and conditions of employment relating to the status of the Police Officers, which benefits, terms, and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Section 2. Unless a contrary intent is expressed in this Agreement, all existing

benefits, rights, duties, obligations and conditions of employment applicable to any Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XVIII - SAVINGS CLAUSE

Section 1. Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of a court of tribunal of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

Section 2. The parties hereto further agree that this Agreement will be subject to, comply with and be governed by all applicable laws, executive orders, rulings and regulations of any application of this Agreement to any employee, member or group of employees or members, or group of employees or members is held to be invalid by operation of law, by any Court, or administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in NJS A 34:13A, et. seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XIX - BULLETIN BOARD

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

Section 2. 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.

Section 3. No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

ARTICLE XX - SICK LEAVE

Section 1. Employees covered by this Agreement shall be entitled to fifteen (15) tours per annum sick leave. Said tours not utilized each year shall continue to accumulate from year to year.

Section 2. For employees who have completed a minimum of ten years of continued service, upon retirement, as defined pursuant to the Police and Firemen's Retirement System, all unused and accumulated sick days shall be compensated to each employee as follows:

(a) The employee shall receive a lump sum cash payment at his/her then current rate of pay on a one for two basis until a maximum amount of Ten Thousand

(\$10,000) Dollars is due and owing said employee for unused and accumulated sick leave.

(b) The employee shall receive terminal leave for the balance thereafter of his unused and accumulated sick leave, if any, on the basis of one for every two days of sick time.

Section 3. An employee must advise the Employer of his/her retirement prior to April 1 of the year in which he/she will retire. Payment will then be provided upon his retirement date or in April, whichever is later. In the event notice is rendered the employee shall be compensated in the first pay period in the following calendar year even if notice of retirement is rendered to the employer prior to April 1 of the year in which the employee retires, provided that such option is exercised in writing at the time the employee provides his notice.

Section 4. Sick leave is distinct from leave provided as a result of an injury sustained in the performance of a Police Officer's duty and work related.

In the event an employee receives compensation from another source (eg., disability) while on leave which is reimbursed to the Borough, then the employee shall be credited the amount of the reimbursement as against his/her accrued sick leave.

Section 5. In the event of death of an employee, his/her estate shall be entitled to the compensation provided in this Article.

ARTICLE XXI - EQUIPMENT CHANGE

Section 1. In the event equipment change is mandated by the employer, said employer will bear the cost of the equipment change. Any Police Officer hired after the effective date of this Agreement will purchase his/her own service firearm of a type and caliber to be determined by the Chief. Those employees presently in the employ of the department will, upon retirement, in accordance with the PFRS regulations, be presented with the service firearm then in their possession.

ARTICLE XXII - SAFETY AND HEALTH

The employer shall at all times maintain working conditions to ensure a maximum safety for all employees.

ARTICLE XXIII - PBA ACTIVITIES

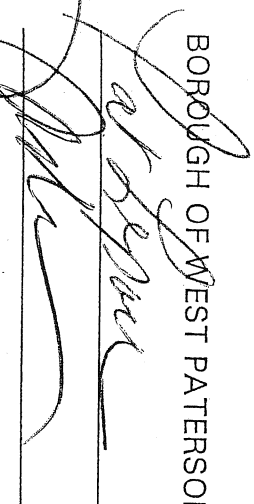
A designated PBA representative shall be given time off with pay to attend State, County and Local PBA meetings.

ARTICLE XXIV - DURATION

Section 1. This Agreement shall become effective on January 1, 2004 and shall terminate on December 31, 2008. If either party desires to change this Agreement, it shall notify the other party in writing thirty (30) days prior to the expiration date of this Agreement. If notice is not given as herein required, this Agreement will automatically be renewed for another year.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

BOROUGH OF WEST PATERSON



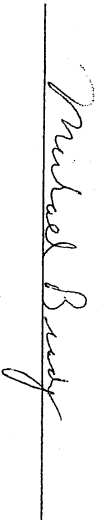
ATTEST:



WEST PATERSON PBA LOCAL 173



ATTEST:



SCHEDULE A-1

EMPLOYEES HIRED BEFORE 1/1/02

	EFF. <u>1/1/04</u>	EFF. <u>1/1/05</u>	EFF. <u>1/1/06</u>	EFF. <u>1/1/07</u>	EFF. <u>1/1/08</u>
<u>Patrol Officer</u>					
1 st Year	\$29,363	\$30,538	\$31,759	\$33,030	\$34,681
2 nd Year	35,235	36,645	38,110	39,635	41,617
3 rd Year	44,046	45,808	47,640	49,546	52,023
4 th Year	49,918	51,915	53,991	56,151	58,958
5 th Year	55,791	58,022	60,343	62,757	65,895
6 th Year	74,054	77,016	80,097	83,301	87,466
<u>Sergeant</u>					
1 st Year	81,547	84,809	88,202	91,730	96,316
2 nd Year	82,842	86,156	89,602	93,186	97,846
<u>Lieutenant</u>					
1 st Year	88,292	91,824	95,496	99,316	104,282
2 nd Year	89,591	93,174	96,901	100,777	105,816
<u>Captain</u>					
1 st Year	90,672	94,299	98,071	101,994	107,094
2 nd Year	91,755	95,425	99,242	103,212	108,374

Detectives - Additional \$1500 (subject to proration)

SCHEDULE A-2
EFFECTIVE FOR EMPLOYEES HIRED ON OR AFTER 1/1/02

	EFF. <u>1/1/04</u>	EFF. <u>1/1/05</u>	EFF. <u>1/1/06</u>	EFF. <u>1/1/07</u>	EFF. <u>1/1/08</u>
Patrol Officer					
1 st Year	\$29,363	\$30,538	\$31,759	\$33,030	\$34,681
2 nd Year	35,235	36,645	38,110	39,635	41,617
3 rd Year	44,046	45,808	47,640	49,546	52,023
4 th Year	49,918	51,915	53,991	56,151	58,958
5 th Year	55,791	58,022	60,343	62,757	65,895
6 th Year	64,922	67,519	70,220	73,028	76,680
7 th Year	74,054	77,016	80,097	83,301	87,466
Sergeant					
1 st Year	81,547	84,809	88,202	91,730	96,316
2 nd Year	82,842	86,156	89,602	93,186	97,846
Lieutenant					
1 st Year	88,292	91,824	95,496	99,316	104,282
2 nd Year	89,591	93,174	96,901	100,777	105,816
Captain					
1 st Year	90,672	94,299	98,071	101,994	107,094
2 nd Year	91,755	95,425	99,242	103,212	108,374

Detectives - Additional \$1500 (subject to proration)

STATE OF NEW JERSEY
BEFORE A COMMISSION DESIGNEE OF THE
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matters of	:	
	:	
BOROUGH OF WEST PATERSON,	:	
Respondent,	:	
	:	
-and-	:	Docket Nos. CO-2004-165
	:	CO-2004-380
WEST PATERSON PBA LOCAL 73,	:	
Charging Party.	:	

Appearances:

For the Respondent,
Gerber and Sanson, L.L.C.
(Mary Pat Gallagher, of counsel)

For the Charging Party,
Loecke and Correia, attorneys
(Michael A. Bukosky, of counsel)

INTERLOCUTORY ORDER

On December 5, 2003 (CO-2004-165) and June 2, 2004 (CO-2004-380), respectively, West Paterson PBA Local 173 (PBA) filed nearly identical unfair practice charges with the Public Employment Relations Commission alleging the Borough of West Paterson (Borough) violated certain sections of the New Jersey Employer Employee Relations Act, N.J.S.A.34:13A-5.4a(1) et seq. (Act) The charge filed on June 2, 2004 (CO-2004-380) was accompanied by an application for interim relief. The PBA alleged that by changing health benefit carriers the Borough unilaterally changed certain benefits previously provided by the health benefits program. An Order to Show Cause was executed on June 9, 2004 originally scheduling a return date for June 30, 2004. The return date was subsequently rescheduled for July 8, 2004. The

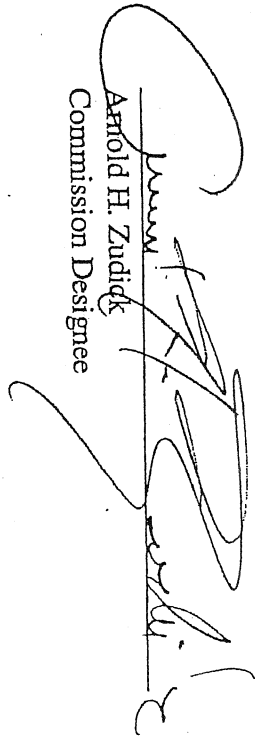
parties submitted briefs, affidavits and exhibits in support of their respective positions in accordance with Commission rules. The parties appeared on the return date and consented to the following:

ORDER

1. The Borough shall reimburse an employee for any additional medical and health related costs incurred by the employee as a result of the change in health insurance carriers from the New Jersey Municipal Employees Benefits Fund Plan (Fund Plan), to the Aetna Plan until such time as a new agreement is reached or the issue is resolved through arbitration.
2. Without limiting the foregoing paragraph, the parties agree that among the costs to be reimbursed by the Borough are the \$ 5.00 physician co-pay and the cost of Lasik surgery to the extent that those costs would have been covered under the Fund Plan until such time as a new agreement is reached or the issue is resolved through arbitration.
3. Nothing in this Order shall act as a waiver of the parties rights with respect to their respective positions before the arbitrator, James Begin.
4. The Borough shall designate a specific individual to whom receipts or other documents supporting the claim for reimbursement shall be submitted.
5. Receipts and other documents supporting the claim for reimbursement may be submitted in person or by regular mail.
6. In the case of the \$5.00 physician co-pay, the Borough shall reimburse the employee within 14 business days provided the amount to be reimbursed does not exceed \$25.00. Amounts in excess of \$25.00 (other than for Lasik surgery), payment shall be made within thirty (30) days.
7. With respect to Lasik surgery, the employee shall submit documentation from the

treating physician establishing the need for the surgery. The Borough has the right to questions the cost of the procedure and consult with the treating physician. The employee shall execute such release authorization as may be necessary to permit the Borough to consult with the treating physician. The Borough may object to the cost of the surgery if the cost of the surgery is unreasonable. When the Borough has raised no such objection to the cost of surgery, the Borough shall remit payment to the treating physician within sixty (60) days upon such terms as may be reached with the treating physician.

8. The unfair practice charges bearing docket numbers CO-2004-165 and CO-2004-380 are deferred to arbitration.



Arnold H. Zudick
Commission Designee

DATED: July 15, 2004