

GENERAL AGREEMENT

**JULY 1, 2009 TO
December 31, 2014**

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TOWN CLERK'S OFFICE
WEST NEW YORK, N.J.

This Agreement is made and entered into, by and between, **THE TOWN OF WEST NEW YORK**, a municipality in the County of Hudson, State of New Jersey, hereinafter referred to as the "Employer".

-And-

THE WEST NEW YORK POLICE SUPERVISORS ASSOCIATION INC. hereinafter referred to as the "Union", for the purpose of reaching a mutual understanding, promoting harmonious relations, effecting good and efficient service, and both parties agree to be bound by all the terms and conditions of this Agreement.

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ARTICLE I

UNION RECOGNITION

Section 1. The Employer hereby recognizes The West New York Police Supervisors Association, Inc. as the exclusive negotiating agent for all Police Supervisors in the West New York Police Department, as set forth in article II, Section 1 of this Agreement, for the purpose of, but not limited to, collective negotiations, grievance procedure, and term and conditions of employment.

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

Section 3. Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within (30) days thereafter, any new permanent Employee who does not join within (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five (85%) percent or the maximum allowed by law of the regular membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect change in the regular membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in the provisions by a successor agreement between the Union and the Employer.

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

ARTICLE II

SCOPE OF AGREEMENT

Section 1. Employees covered by this Agreement shall be construed to mean all members of the West New York Police Department with the permanent Civil Service Commission classification of Sergeant, Lieutenant, and Captain. Excluded from the coverage of this Agreement are managerial executives, confidential employees, professionals, craft employees, Police Officers, the Police Director, the Deputy Director of Public Safety and all non-police Employees.

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

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

Section 4. If there is a difference between the rules of the Department and this Agreement, the terms and conditions of this Agreement shall prevail.

Section 5. All references made to the Police Director in this document shall also mean civilian Deputy Director of Public Safety or other Chief Executive Officer of the Department.

ARTICLE III

UNION ACTIVITIES

Section 1. The Employer agrees to grant, without discrimination, the necessary time off, with pay, to attend Local, State and/or International meetings or conventions of the Union and/or The Fraternal Order of Police, to an officer(s) so designated by the Union, except that no more than three (3) designated employees shall be granted time off at any one time. For purpose of negotiations, a maximum of four (4) men will be permitted time off with pay to participate in collective negotiations between the parties.

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

Section 3. The Employer agrees that he will not discriminate against any Employee because of his membership, office or activities in, with or on behalf of the Union.

ARTICLE IV

NEW HIRES, PROMOTIONS AND DETAILS

Section 1. The parties agree that all vacancies and promotions in this bargaining unit shall be made by the Employer in accordance with the applicable Civil Service Commission rules and regulations.

Section 2. A constant and current New Jersey Civil Service Commission list shall be maintained for all ranks to insure prompt fillings of vacancies. At the request of the Union, the Employer will request the New Jersey Civil Service Commission to call for an examination.

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

ARTICLE V

WORK DAY, WORK WEEK

Section 1. The work week consists of thirty-seven and one half (37½) hours per week, divided as follows: Four (4) consecutive eight (8) hour days on 0800 to 1600 tour, followed by a seventy-two (72) hour leave; and then shall work four (4) consecutive eight (8) hour days on a 1600 to 2400 hour tour, followed by a ninety-six (96) hour leave; then shall work four (4) consecutive days on a 0000 to 0800 tour, followed by a seventy-two (72) hour leave. This cycle, commonly known as the six day cycle, shall apply to all personnel except detailed officers and Police Captains.

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

There shall be three (3) shifts or tours of duty, namely 0800 to 1600; 1600 to 2400; 0000 to 0800. The Employer may establish such other permanent bona fide shifts as public safety may require, in consultation with the Unions.

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

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

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

Section 3. The Employer shall provide for weapons qualifications as provided by law, at no expense to the employee. This shall include but shall not be limited to all ammunition (.38 special, 9mm, .380cal, .40cal) required to qualify with weapons authorized by the Department to carry.

Section 4. The Employer shall post all school opportunities at least two (2) weeks in advance of the commencement of the courses whenever possible.

Section 5. Effective upon the signing of this Agreement, the PSA agrees to formulate a proposal for a Steady Shift Schedule in consultation with the Town, and present it to its membership for consideration and approval. Upon approval by the membership of the PSA and PBA Local 361 the schedule would be implemented on a trial basis, the duration and scope of which would be determined prior to presentation to the membership.

ARTICLE VI

OVERTIME

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

Section 2. The overtime rate shall be one hundred fifty (150%) percent of the hourly rate.

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

Section 4. An Employee may be required to work time in excess of an Employee's normal workweek subject to payment as follows:

- (a) For all compensated time or time worked up to and including thirty-eight (38) hours per week, payment shall be at the hourly rate except as noted in Section 3 above.
- (b) For all compensated time and time worked beyond thirty-eight (38) hours per week, payment shall be at the overtime rate; except for detailed Employees, and Captains working their five (5) day week, for whom overtime shall begin after forty (40) hours.
- (c) In regard to court calls, other than appearances in Municipal Court in West New York, payment shall be at the overtime rate for all such calls outside the Employee's normal work hours. In lieu of the foregoing, an Employee working the 0000 to 0800 tour who is scheduled for a court appearance (other than West New York Municipal Court) that business day may elect one of the following options, provided that in either case, manpower availability is not affected and that twenty-four (24) hour prior notice is given to his/her supervisor in charge of this shift:

- (1) The Employee may take off 0000-0800 tour and waive overtime for court appearance; or,
 - (2) The Employee may work his/her scheduled 0000 to 0800 tour and receive normal overtime for the court appearance.
- (d) There shall be no pyramiding of overtime.
- (e) Any Employee spending more than thirty (30) minutes beyond his normal tour will be paid a minimum of one (1) hour at the overtime rate.
- (f) Any Employee recalled to duty during the tour of duty immediately following such Employee's regular tour of duty will be guaranteed a minimum of four (4) hours at the overtime rate, and if recalled during a subsequent tour of duty, will be guaranteed a minimum of four (4) hours at the overtime rate. In order for overtime to qualify as a recall, the period of the recall shall not be contiguous to the Employee's tour of duty.

Section 5. All mandatory off-duty details including, but not limited to parades, funerals and special events, shall be considered as overtime.

Section 6.

- A. The Union and Employer agree that a special duty roster will be posted on the Department Bulletin Board, said roster to list all supervisors in alphabetical order according to rank. Employees will be called from this roster in rotation according to what rank is needed so that all supervisors will have an equal opportunity to earn extra compensation when the services of a supervisor are needed for special duty. If an employee refuses an assignment, that employee will be passed by until a complete cycle of the roster has been completed.
- B. In the event a supervisor is needed with special training, (i.e. SWAT, Accident Investigator, Motorcycle, etc.) then a supervisor with the qualifications shall be called in alphabetical order regardless of rank.

- C. Special duty, as set forth in this Section, shall be defined as those assignments which the Director or his designee determines fall outside the normal duties of a police
- D. Supervisor assignment, or require the use of specialized training that was not acquired during normal police training.

Section 7. For the purposes of recalling Supervisors to duty in emergency situations, a roster shall be posted and maintained and utilized in such a recall following protocol established in Section 6a.

Section 8. All current Compensatory Time may be purchased, upon the Officer's request, by the Town at the Town's discretion, based on availability of funds.

ARTICLE VII

HOLIDAYS

Section 1. There shall be fourteen (14) paid holidays in each year of this Agreement and thereafter.

Section 1A – Effective 1/1/96, all members of the bargaining unit who have entered their 23rd year of services as of 1/1/96, In lieu of Holiday Pay will have an amount equal to the Holiday Pay added to their annual salary plus longevity and shall be paid in regular bi-weekly paychecks. The amount of the Holiday Pay shall not be included for the calculation of the overtime rate, however, it shall be included as part of the Employee's base salary.

Section 1B – Effective 1/1/2001, all members of the bargaining unit, regardless of rank or longevity, in lieu of Holiday Pay will have an amount equal to the Holiday Pay added to their annual salary plus longevity and shall be paid in regular bi-weekly paychecks. The amount of the Holiday Pay shall not be included for the calculation of the rate for overtime or terminal leave, however it shall be included as part of the Employee's base salary.

Section 2. Payment for each holiday shall be at the Employee's hourly rate, as defined in Article VI, Section 1 herein, times eight (8) hours.

ARTICLE VIII

VACATION AND VACATION PAY

Section 1. Effective January 1, 1998, and annually thereafter, vacations shall be as follows:

- a) Sergeants Thirty-four (34) working days
- b) Lieutenants Thirty-eight (38) working days
- c) Captains Forty-one (41) working days

Section 2. The vacation period shall be between January 1 and December 31. All Employees shall be granted two (2) consecutive weeks between June 15 and September 15; the remaining vacation shall be placed in the vacation day's book and shall be taken during the calendar year subject to a schedule to be submitted and approved, and which shall be subject to the needs of the department.

Section 3. Vacation schedules shall be established by the Police Director or the Deputy Director of Public Safety of the Department taking seniority into consideration. The Police Director and the Deputy Director of Public Safety may consult with the Union concerning scheduling of vacations.

Section 4. Effective upon the signing of this Agreement all vacation time will be used by the end of the calendar year and will only be carried over if the Township requires the Officer to work on time that should have been vacation/day off.

Section 5. In the event of an Employee's death, all vacation pay due him/her will be paid to his/her estate.

Section 6. Employees shall be permitted to exchange vacation time without prejudice or discrimination.

Section 7. If an Employee who is on vacation becomes sick or injured, that Employee shall not be placed on sick leave until expiration of the scheduled vacation.

ARTICLE IX

SICK LEAVE

Section 1. The Employer agrees that each Employee in the bargaining unit shall receive fifteen (15) working days of sick leave per year. Unused sick days shall accumulate from year to year without limitation.

Section 2. No Employee shall be required to produce a Doctor's certificate to return to duty unless he has suffered an injury, undergone any form of surgery or is out sick for more than three (3) working days. If an Employee reports sick on two (2) separate unrelated occasions during a calendar year, then the Employer may require him/her to submit a Doctor's certificate for any subsequent sickness during the calendar year before he/she returns to duty, regardless of the length of the sickness.

Section 3. (a) If an Employee is unable to perform his/her duties as certified to by the Employer's Physician due to non-work related injury, surgery or disabling illness (exclusive of the common cold, flu and the like), such absence shall not be charged to annual sick leave but shall be deducted from a Catastrophic Sick Leave Bank as defined in Subsection (b). A dispute concerning the application of Section 3(a) above shall be subject to the Grievance/Arbitration provisions of this Agreement.

(b) Effective January 1, 1994, there shall be established a Catastrophic Sick Leave Bank, for each Employee, consisting of twenty-one (21) calendar months which may be drawn upon during employment if the Employee suffers catastrophic illness or disability as defined in Subsection (a). Should an Employee exhaust the days in said bank, the Employee may utilize his/her regular accumulated sick leave days. Should that be exhausted, an Employee may utilize his/her terminal leave time as provided pursuant to Article XIII.

(c) Effective January 1, 1998, the amount of time set forth in Subsection (b) shall be modified from twenty-one (21) calendar months to eighteen (18) calendar months. A twelve (12) month limitation shall be established during which an Employee may utilize the Bank at any one time.

(d) It is agreed that the catastrophic sick bank will be modified to reflect that officers will exhaust their sick bank to maintain a level of sixty (60) sick days. Once coming down to a sixty day level the catastrophic illness complement will initiate.

Section 4.

(a) An employee who does not use any sick days from January 1 through December 31, shall receive one weeks pay.

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

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

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

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

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

Section 5.

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

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

Section 6.

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

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

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

ARTICLE X

LINE OF DUTY INJURY

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

Section 2. Any Employee injured in the line of duty reserves the right to be treated by a Physician and/or Surgeon of his own choice, whose fees will be paid by the Employer, provided the employment of said Doctor is authorized, which authorization shall not be unreasonably withheld.

ARTICLE XI

WAGES AND PENSION

Section 1. The base pay of the Employees covered by this Agreement shall be as follows:

- | | | | | |
|----|---|------------|--------------|-----------|
| a) | Effective 6/30/2010, 11:59 p.m.
(3.0% increase) | Sergeant | \$92,821.54 | per annum |
| | | Lieutenant | \$108,605.26 | per annum |
| | | Captain | \$127,072.00 | per annum |
| b) | Effective 12/31/2011, 11:59 p.m.
(3.0% increase) | Sergeant | \$95,606.19 | per annum |
| | | Lieutenant | \$111,863.42 | per annum |
| | | Captain | \$130,884.16 | per annum |
| d) | Effective 12/31/2012, 11:59 p.m.
(3.0% increase) | Sergeant | \$98,474.37 | per annum |
| | | Lieutenant | \$115,219.32 | per annum |
| | | Captain | \$134,810.68 | per annum |
| e) | Effective 12/31/13, 11:59 p.m.
(3.0% increase) | Sergeant | 101,428.60 | per annum |
| | | Lieutenant | 118,675.90 | per annum |
| | | Captain | 138,855.01 | per annum |
- f) There shall be no retroactive pay for the 6/30/2010 increase. The lack of retroactive pay shall not extend to those officers who have retired and who will retire by July 1, 2012, as such, those officers will receive full retroactive pay.

Section 1A. Should the town demote any members of the bargaining unit, except for disciplinary reasons, during the term of this Agreement, other members of the bargaining unit shall receive an increase of 2% per annum in addition to the negotiated wage increases listed above.

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

Section 3. The Employer agrees to provide all Employees with a Pension, as provided by State Law.

Section 4. A fifteen thousand (\$15,000.00) dollar annual stipend, not in the base salary, will be given to the individual serving as the OEM Coordinator. The stipend comes with the agreement that the Town reserves the right to assign someone outside the bargaining unit to this duty. A stipend will not be available when this occurs. The Town recognizes that the OEM is a voluntary position that can be declined by any member. The decision of the Town in selecting, removing and/or terminating this assignment shall not be subject to the Grievance Provisions. The stipend will be paid quarterly and prorated, if necessary. Any Police Officers Assistant to OEM would be entitled to the overtime rate for duties performed outside of the normal tour of duties.

ARTICLE XII

LONGEVITY

Section 1. The Employer agrees to pay longevity to all Employees covered by this Agreement in accordance with the following scale, said longevity to be paid bi-weekly with Employee's salary. Longevity shall be included as part of the Employee's base salary for pension purpose.

Section 2. Effective January 1, 1994, all Employees covered by this Agreement shall be governed by the following longevity scale:

Beginning with 5 th year of service and ending with 7 th year	4%
Beginning with 8 th year of service and ending with 11 th year	6%
Beginning with 12 th year of service and ending with 15 th year	8%
Beginning with 16 th year of service and ending with 19 th year	10%
Beginning with 20 th year of service and ending with 24 th year	12%
Beginning with 25 th year of service	14%

ARTICLE XIII
TERMINAL LEAVE

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

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

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

Section 4. Book time accumulated prior to January 1, 1984 shall be vested and in addition to the terminal leave of this Article. Effective January 1, 1984 the vested book time shall be published and distributed to the Union and Employees.

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

For Sergeants	\$20,000.00
For Lieutenants	\$22,000.00
For Captains	\$24,000.00

On December 31st of each year, the Employer shall publish the annual and accrued leave for each Employee, exclusive of the vested book time.

ARTICLE XIV

CLOTHING ALLOWANCE

Section 1. Effective 1/1/2012, the Employer agrees to pay all employees covered by this Agreement the amount of eight hundred fifty (\$850.00) dollars per annum for the purchase of uniforms, payable on or before the first pay period in July of each year. Uniforms may be purchased from any supplier of required uniforms. The aforementioned clothing allowance payment shall be paid on or before the first pay period in July of each year.

Section 2. Effective 1/1/2012, the Employer agrees to pay all Employees covered by this Agreement a clothing maintenance allowance in the amount of two hundred fifty (\$250.00) dollars, payable on or before April 1 of each year.

Section 3. All Employees who are required to work in Plain Clothes will receive a stipend of \$500.00 per year, payable on or before the first pay period in July of each year. Following two years of assignment in plain clothes, the stipend is permanent.

ARTICLE XV

MEDICAL-SURGICAL AND MAJOR MEDICAL/DENTAL

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

Section 2. The Employer further agrees to provide a Major Medical Plan with New Jersey Blue Cross and Blue Shield, at its own expense, to the Employees covered by this Agreement and to their dependents.

Section 3. The Employer shall pay the premium for currently existing New Jersey Blue Cross and Blue Shield coverage for all West New York Employees in retirement, including those who have retired prior to the effective date of this Agreement. This coverage shall include the retirees, their wives, husbands, widows, widowers, and unmarried dependent children under the age of twenty-three (23). It is understood that such payment shall not be made if the retiree or other family members so covered under this program have other similar hospital and medical/surgical insurance which is provided at no cost to the retiree or other family member. If and when such persons covered under this program become eligible for Social Security Benefits, including Medicare, the Employer shall only be responsible for reduced premiums to provide supplemental New Jersey Blue Cross and Blue Shield coverage.

Section 4. The Town will continue to maintain the existing Horizon Blue Cross/Blue Shield Dental coverage, which includes two thousand (\$2,000.00) dollar coverage for orthodontic work. Employees may opt to pay additional premiums so as to obtain a plan, which will pay greater benefits. This coverage will be carried into retirement for any and all members retiring after January 1, 2012. The Employer shall pay the premium for currently existing dental coverage for West New York Employees retiring after January 1, 2012.

Section 5. Employees will be reimbursed for up to \$500 per contract year for eyeglasses. Including but not limited to exams, lenses, frames and contact lenses. This benefit will be carried into retirement for any and all members retiring after January 1, 2012. The Employer shall pay the eyeglass benefit for West New York Employees retiring after January 1, 2012.

Section 6. Effective July 29, 1993, the Employer will provide the prescription program with a co-pay of five (\$5.00) dollars for brand name prescriptions and three (\$3.00) dollars for generic prescriptions.

Section 7. Effective December 1, 2006, prescriptions co-payment will be as follows:

Generic	\$5.00
Brand	\$10.00
Exotic	\$15.00

Effective December 1, 2006, Exotic drugs shall be defined as drugs that have not yet been approved by the FDA and/or are considered experimental.

Section 8. Effective December 1, 2006, mail ordering maintenance drugs are mandatory. Mandatory is defined as drugs taken over 90 days. Starter prescription is defined as an initial drug purchase (locally) that will last 30 days. The second prescription (mail order) will be sent to a mail order company during the initial prescription purchase period. The mail order form must be formatted in a way to make it easy to fill out.

Section 9. Effective upon the signing of this agreement, the optional stipend for employees who waive dual coverage for any and/or all insurance coverage provided by the Town will be \$5,000.00 per annum.

Section 9. The Town reserves the right to change insurance carrier(s), upon sixty (60) calendar days notice to the Union. The proposed change is subject to review and consultation by the Union.

Should a dispute arise as to whether or not the change in insurance carrier(s) and/or policies proposed will be substantially similar coverage, the matter shall be submitted to binding arbitration in accordance with the arbitration procedures established under the Grievance Article of this Agreement. The decision of the arbitrator shall be in writing, shall be submitted within thirty (30) calendar days of the close of the record, and shall be final and binding on all parties, pursuant to law. No new plan shall be implemented until that award is rendered.

Section 10. The Town and the Association mutually agree to retain Arbitrator Harber to determine the validity of any future claims that any member suffers less than prior coverage. The Arbitrator shall hear any claims on six-month intervals (January and July). The hearing shall be expedited. If a party wishes to have counsel in a case, application shall be made to the Arbitrator who shall decide if counsel shall participate in the case. The Arbitrator shall determine the party to pay his fees. If for any reason Arbitrator Harber is unable to conduct this hearing, the parties hereby designate Arbitrator James W. Mastriani as his alternate.

ARTICLE XVI

UNIFORMS

Section 1. Except for Employees performing duties of garage mechanics or certain towing assignments, the regular uniforms will be worn in the prescribed manner at all times while on duty. The Employees, if special circumstances warrant, may be permitted to change into and out of uniform at Headquarters. The wearing of the police caps within the vehicles shall be optional with the Employee.

ARTICLE XVI

EMERGENCY LEAVE AND COMPENSATORY TIME

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

- (a) Death in the immediate family – Four (4) working days
- (b) Serious illness in the immediate family, necessitating the Employee's presence – Three (3) working days
- (c) The above leave may be extended at the request of the Employee by the Police Director or Deputy Director of Public Safety; if there is not one designated by the Police Director or Deputy Director of Public Safety, then the Officer in Charge shall make the determination.

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

- (a) Baptism, Confirmation, Graduation, First Holy Communion and Marriage in the Employee's immediate family.

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

Wife, Child, Stepchild, Ward, Mother, Father, Stepmother, Stepfather, Grandmother, Grandfather, Great-Grandmother, Great-Grandfather, Mother-In-Law, Father-In-Law, Guardian, Brother, Sister, Brother-In-Law, Sister-In-Law, Grandchildren, Aunts, Uncles, Nephews and Nieces.

Section 4. The Employer agrees to allow time off for any Employee, without discrimination, who provides a substitute of equal rank, provided approval is obtained from the Police Director or Deputy Director of Public Safety of the Department or designee.

ARTICLE XVIII

LEAVE OF ABSENCE – MILITARY LEAVE

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

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

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

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

ARTICLE XIX
REPRIMAND, SUSPENSION, DISCHARGE,
RESIGNATION

Section 1. Any Employee served with written notice of charges, by which he could be reprimanded, suspended or discharged, shall have the right to be accompanied by any authorized representative of the Union at said hearing, not limited to or excluding legal counsel.

Section 2. The Employer agrees to pay to any Employee who shall resign, retire or be discharged, all money due him on the payday immediately following the termination of employment. Said pay shall include pro-rate vacation pay and cash in lieu of compensatory time due.

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

ARTICLE XX

MUTUAL AID

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

ARTICLE XXI
RULES AND REGULATIONS

Section 1. The Union agrees that the Employer has the right to maintain and enforce a reasonable set of Rules and Regulations covering the actions of the Employees and the operations of the Department.

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

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

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

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

ARTICLE XXII

MAINTENANCE OF STANDARDS

Section 1. The Employer agrees that all terms and conditions of employment not covered by this Agreement shall remain in full force and effect at their highest standards.

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

ARTICLE XXIII
GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle all grievances between the Employees and the Employer, and between the Union and the Employer, as quickly as possible so as to insure efficiency. A grievance is defined as any disagreement between the Employee and Employer, and between the Union and the Employer involving the interpretation, applications or violation of policies, agreements and administrative decisions affecting them. Grievances shall be concerned with, but not limited to, employment, work conditions, light, heat, sanitary facilities, safety, type and location of work assignments, work loads, and attitude of supervisors.

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

Section 2. If the grievance is not settled informally, then the Union shall have the right to submit such grievance to the Police Director, the Deputy Director of Public Safety, or such persons as the Police Director or Deputy Director of Public Safety shall designate, in writing, with notice to the Union of such designation. The grievance shall be decided within seven (7) calendar days after submission.

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

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

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

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

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

ARTICLE XXIV

SAVINGS CLAUSE

Section 1. Should any part of any provision herein contained be rendered or declared invalid by reason of an existing or subsequently enacted legislation or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof and the parties agree that with respect to any clause so determined to be invalid, the parties will immediately renegotiate said invalid clause so as to bring same within legal limits.

ARTICLE XXV

APPLICABLE LAWS

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

ARTICLE XXVI
MANAGEMENT RIGHTS

Section 1. The Police Department shall have control and direction of its operations. The Employees and the Employer shall be subject to the Rules and Regulations of the Police Department and the laws of the State of New Jersey and the Rules and Regulations of the New Jersey Civil Service Commission.

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

Section 3. All members of the Department shall be subject to emergency call to duty at the discretion of the Police Director, Deputy Director of Public Safety or his designee.

ARTICLE XXVII

COOPERATION

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

ARTICLE XXVIII
NON-POLICE DUTIES

Section 1. The Employer and the Union acknowledge that an Employee's primary responsibility is to perform police duties and that his energies should, to the fullest extent, be utilized to this end.

ARTICLE XXIX

OFF-DUTY POLICE ACTION

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

- (a) Any action taken by a member of the force on his time off, which would have been taken by an officer on active duty if present or available, shall be considered police action, and the Employee shall have all the rights and benefits concerning such action as if he/she were then on active duty.

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

ARTICLE XXX
RIGHTS OF EMPLOYEES

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

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

The wide-ranging powers and duties given to the Department and its members involve them in all manner, contacts and relationship with the public. Out of these contacts may come questions concerning the actions of the member of the force. These questions may require investigation by Superior Officers designated by the Police Director, the Deputy Director of Public Safety and the governing body.

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

- (a) An officer who is subject to an interview shall have the right to have a PSA representative and/or counsel present regardless of whether the officer is a witness or target of the investigation. An officer shall have the right to delay the interview for a period not to exceed 48 hours from notice to obtain representation.
- (b) If an officer is to be interviewed via written questionnaire, he shall have the right to review the questionnaire with a PSA representative and/or counsel. He shall also be given a minimum of 48 hours from receipt to complete the questionnaire and to maintain a copy of the questionnaire and his answers.
- (c) An Officer who is the subject of a Departmental Investigation of a non-criminal nature shall be informed of the allegation(s) against him/her, in writing, within ten (10) days of receipt of the complaint.
- (d) Department Investigation shall commence within 5 days of when the Department becomes aware of the allegations.
- (e) All Department investigations shall be concluded within 30-days of their inception except where the circumstances dictate the need for additional time to properly conclude the investigation. In cases that exceed the 30-day time frame, the Officer under investigation will be informed in writing of the extension and reasons therefore.

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

- (f) All Officers who are investigated shall be notified of the results in writing within 10 days of its completion.
- (g) In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford the opportunity for a member of the force, if he/she so requests, to consult with counsel and/or his/her Union representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force. When an Officer is involved in a critical incident, such as a shooting, motor vehicle accident, or physical altercation, he shall be immediately removed from the area or as soon thereafter as possible, if he requests medical attention or evaluation. Said officer shall not be required to respond to any questions or supply any statement or written reports until he is released by the evaluating physician or other medical professional. Such delay shall not exceed 2 business days unless the officer is physically and/or mentally incapacitated.
- (h) The Department shall not release the Employee's home phone to anyone without an expressed written authorization executed by the Employee.
- (i) Unfounded and not sustained complaints against a bargaining unit member, shall not be included in his personnel file, and shall not be used in any subsequent disciplinary proceeding or in making promotion decisions.
- (j) Interrogations and investigation shall be performed by sworn law enforcement personnel.
- (k) Violations of the foregoing shall render any report and/or statement made by the officer being investigated inadmissible in any proceeding or action brought against the officer.

ARTICLE XXXI
CEREMONIAL ACTIVITIES

In the event a Police Officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) uniformed Employees of the Department to participate in the funeral services for the said deceased officer.

The Employer will permit the use of a department vehicle subject to the availability of the same.

Employees participating in such funeral services shall not be compensated for their participation, unless otherwise agreed by the Police Director or the Deputy Director of Public Safety.

ARTICLE XXXII

DATA FOR FUTURE BARGAINING

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

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

ARTICLE XXXIII

UNION EDUCATION FUND

Section 1. The employer shall provide for the Union, on January 1st of each year, a fund of two thousand five hundred (\$2,500.00) dollars for use by the Union for general education purposes, including, but not limited to, attendance and incidental expenses at seminars, schools and gathering of Police personnel. Monies shall be paid from the fund upon the submission of vouchers and approval of the Board of Commissioners as prescribed by law.

ARTICLE XXXIV
COLLEGE CREDITS

Section 1. Each Employee is entitled to receive credit for all college courses taken which lead to an Associates, Bachelor or Master's Degree in any field. The Employer agrees to pay thirty (\$30.00) dollars per year for each such credit earned. Such payment shall be added to the Employee's annual salary and shall be paid in regular bi-weekly paychecks.

ARTICLE XXXV
SALARY WAIVERS

Section 1. The Union agrees that from time to time it may become necessary to request an Employee to waive a salary increase prior to a promotion due to financial stresses being experienced by the Employer.

Section 2. The Employer agrees that in no case shall an Employee be asked to waive a promotional increase for more than six (6) months.

ARTICLE XXXVI

FEDERAL AND/OR STATE LICENSE REQUIREMENTS

Section 1. Effective July 29, 1993, any Employee whose employment requires the holding of any license, Federal and/or State, may be disciplined for the following:

(1) Loss of said license;

(2) Failure to promptly advise the Police Director, the Deputy Director of Public Safety or his designee of said loss of license.

Section 2. Any loss of license which creates a discipline of a suspension or greater will result in a loss of pay for the period of the Discipline.

ARTICLE XXXVI
SUBSTANCE ABUSE POLICY

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

ARTICLE XXXVIII

DURATION

This Agreement shall be effective as of July 1, 2009 and shall terminate at 11:59 p.m., December 31, 2014, or such time as a new contract is executed.

Both parties agree to commence negotiations for the new contract no later than September 1, 2014.

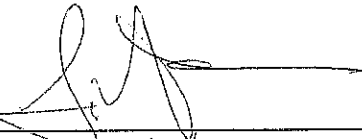


**Town Administrator for the
Town of West New York, NJ**



**President
West New York Police
Supervisors Association**

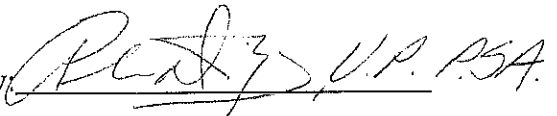
ATTEST:

By: 

Town Attorney

Date: 4/13/2012

ATTEST:

By: 

Date: 4/13/2012