

AGREEMENT

BETWEEN

BOROUGH OF WANAQUE  
PASSAIC COUNTY, NEW JERSEY

and

FRATERNAL ORDER OF POLICE  
WANAQUE POLICE LODGE #145

January 1, 2005 through December 31, 2009

**PREAMBLE**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the Borough of Wanaque, in the County of Passaic, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Borough") and the Fraternal Order of Police - Wanaque Police Lodge #145 (hereinafter referred to as the F.O.P.), represents the complete and final understanding on all bargainable issues between the Borough and the F.O.P. and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

**ARTICLE I**

## RECOGNITION AND UNION DUES

A. The Borough recognizes the F.O.P. as the representative for the purposes of collective negotiations of all Patrolmen, Detectives and Sergeants employed by the Police Department, but excluding Special Police, Dispatchers, Managerial Executives, Confidential Employees and other employees of the Borough of Wanaque

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

C.1. The Borough agrees to deduct from the pay of all members of the F.O.P. any initiation fees, dues and assessments as required by F.O.P. rules and regulations. The Borough shall promptly remit monthly to the proper official of the F.O.P. any and all amounts so deducted with a list of such deductions.

C.2. Once during each membership year covered in whole or in part by this agreement, the F.O.P. shall submit to the Borough a list of those employees who are members of the bargaining unit. Deductions for said dues, fees, and assessments shall begin with the first paycheck paid:

a. ten (10) days after receipt of the aforesaid list by the Borough; or,  
b. thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. If an employee who is required to pay dues, fees and assessments terminates his or her employment with the Borough before the F.O.P. has received the full amount owed to which it is entitled under this article, the Borough will deduct the unpaid portion(s) from the last paycheck paid to said employee during the membership year in question.

4. The F.O.P. will notify the Borough in writing, on official F.O.P. stationary signed by an F.O.P.

officers, of any changes in the list provided for in this Article and/or the amount of dues, fees and assessments, and such changes will be reflected in any deductions made more than ten (10) days after the Borough received such notice.

5. The F.O.P. agrees that it will indemnify, save and hold harmless the Borough 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 the Article and it shall reimburse the Borough for all costs, including reasonable attorney's fees, incurred in defense of the Borough.

## **ARTICLE II**

## MANAGEMENT RIGHTS

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

1. The executive, management and administrative control of the Borough and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the several Departments included within this Agreement.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the

Borough, the adoption of policies, rules, regulations, Code of Conduct and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under N.J.S.A. 11, 11A, 40 and 40A in their entireties or any other national, state, or local ordinances or regulations.

D. Nothing contained in this Article shall be construed to deny or restrict the employees in the exercise of their rights under this contract or under law, it being the purpose of this Article to summarize law and not to restrict Management Rights from that required by law.

### **ARTICLE III**

### **ASSOCIATION NOTIFICATION**

Proposed new rules and modifications of existing rules governing working conditions shall be negotiated with the elected representatives of the F.O.P. before they are established. It is recognized in cases of extreme emergency the Article shall not apply. Nothing in the Article shall be deemed, however, to prevent the Chief of Police from exercising his discretion to rotate personnel in their duties as may be required in his discretion to maintain the efficiency of the Department, and to make decisions affecting the general scheduling, squad or division strength or time off.

### **ARTICLE IV**

## INVESTIGATION OF POLICE OFFICERS

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:

A. The interrogation of a member of the Department shall be in accordance with the rules and regulations established by the Attorney General of the State of New Jersey and such other laws of the State of New Jersey and that of the United States.

B. The interrogation of a member of the Department shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

C. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident occurred.

D. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the Department is being interrogated as a witness only, he should be so informed at the initial contact.

E. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone call and rest periods at the end of every one (1) hour.

F. The member of the Department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions.

G. At every stage of the proceedings, the Department shall afford an opportunity for a member of the Department, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

H. In cases other than Departmental investigations, if a member of the Department is under arrest or

if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States and the State of New Jersey.

I. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily business of the Department.

J. Where an Officer has been the subject of an investigation then said Officer shall be advised, in writing, at the conclusion of the investigation and what action, if any, is taken.

K. The F.O.P. shall be notified, in writing, in the event a member of the F.O.P. is disciplined.

## ARTICLE V

## GRIEVANCE PROCEDURE

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

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

C. With regard to employees and the Borough, the term "grievance" as used herein means an appeal by an individual employee or the F.O.P. on behalf of an individual employee or group of employees, from the interpretation, application or alleged violation of the terms and conditions of this Agreement.

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

Step One: The aggrieved shall institute action under the provisions hereof within seven (7) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within seven (7) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, the employee may present the grievance, in writing, within five (5) calendar days thereafter to the immediate supervisor or his designated representative. The written grievance at the Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section(s) of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) calendar days of the receipt of the written grievance.

Step Three: If the employee wishes to appeal the decision of the immediate supervisor, or if no decision of the immediate supervisor has been made, such an appeal shall be presented in writing to the Chief of Police within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence

relating to the matter in dispute. The Chief of Police shall respond, in writing, to the grievance within seven (7) calendar days of the submission.

Step Four: If the F.O.P./employee wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Borough Council within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Council shall respond, in writing, to the grievance within thirty (30) calendar days of the submission.

Step Five:

A. In the event the grievance has not been resolved in or at Step Three, the matter shall be referred to binding arbitration as hereinafter provided. In the event that the Borough or F.O.P. desires to submit a grievance to binding arbitration, the following procedure shall be followed:

1. The party demanding binding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) working days following receipt of the Borough Council's determination.
2. The party demanding binding arbitration shall request the Public Employment Relations Commission to appoint an arbitrator. The selection of an arbitrator shall be conducted in accordance with the Rules and Regulations of the Public Employment Relations Commission.
3. The costs of the services of the arbitrator shall be borne by the Employer and the F.O.P./Employee.
4. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
5. The decision of the arbitrator shall be binding upon the Borough and the F.O.P./employee.
6. The parties direct the arbitrator to decide as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
7. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add, to modify, detract from or alter in any

way the provisions of this agreement or any amendment or supplement thereto.

E. Upon prior notice to and authorization of the Chief of Police, the employee(s) designated by the F.O.P. shall be permitted as members of the grievance committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Borough of Wanaque.

F. The time limits expressed herein shall be strictly adhered to. In the grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed hereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

G. Employees covered by the Agreement shall have the right to process their own grievances without representation.

## ARTICLE VI

### HOURS AND OVERTIME

A. The hours of duty for members of the Department shall consist of eight (8) consecutive hours per day, not to exceed forty (40) hours in any one work week provided that in case of emergency, the officer or other official having charge or control of the Department shall have the full authority to summon and keep on duty any and all such members during the period of an emergency. In addition, if a patrolman is the ranking officer on a shift, he will receive the difference between his salary and that of a Sergeant.

B. In the event a tour of duty is left vacant because a member of the F.O.P. cannot perform his duties due to sickness or any other valid reason, another member of equal rank shall first be called to fill the vacancy; if the vacancy cannot be filled by a member of equal rank, then any other member may fill the vacancy. Every attempt will be made to fill any vacancies as the schedule calls for.

C. Overtime shall be paid upon the following basis:

1. Hours incidental to and immediately following a regular tour of duty in excess of eight (8) shall be paid at one and one-half (1.5) times the regular rate of pay for the first half (.5) hour worked and at one-half (.5) hour increments following the initial half (.5) hour worked.

2. Attendance at Superior Court, Grand Jury or Division of Motor Vehicles hearings or proceedings and other judicial or administrative hearings, Juvenile Court or Juvenile Conference Hearings, on off duty time, will be compensated at the rate of time and one-half (1.5) per hour with a guaranteed minimum of one (1) hour.

3. Municipal Court appearances, while off-duty, will be compensated at time and one-half (1.5) per hour with a guaranteed minimum of one (1) hour. Every effort shall be made by both parties to schedule municipal court appearances during working hours.

4. Members of the Police Department who attend Departmental Meetings while off-duty, shall be compensated at a flat rate of \$15.00 per meeting.

D. In the event an officer is recalled to duty, other than for court appearances, he shall be guaranteed

a minimum of two (2) hours pay at one and one-half (1.5) times his regular rate of pay. The Borough shall have the right to retain the officer for the full two (2) hour period.

E. Overtime benefits shall be payable to Patrolmen and Sergeants only and to no others.

F. In the event an officer is ordered to report to duty in advance of his regular starting time, he shall be paid for such early reporting time at one and one-half (1.5) times his regular rate of pay.

G. Court appearances shall not be considered as incidental to or immediately following a shift.

H. In the event an employee is chosen to perform work required by an outside contractor by the Chief of Police, the employee will be paid the rate set with the contractor and not the employee's overtime or callout pay rate. The employee will receive the contractor rate upon receipt by the Borough of the monies from the contractor.

Contractor Rate:		Hourly Wage		
<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
\$51.00	\$52.00	\$53.00	\$54.00	\$55.00

I. Each employee under the contract shall receive for each tour of duty:

1. A forty-five (45) minute lunch/dinner break; and
2. A fifteen (15) minute coffee break.

NOTE: There shall be no remuneration in money or benefit if the lunch/dinner break and/or coffee break is not taken.

J. Overtime for Detective: The officers assigned to the detective bureau shall receive compensatory time in accordance with the provisions of the United States Fair Labor Standards act. In addition, any other officer performing assignments agreed to between the Borough and the F.O.P. to receive compensatory time shall also receive that time in accordance with the provisions of the United States Fair Labor Standards Act.

**ARTICLE VII**

**HOLIDAYS**

A. Each employee shall be compensated in pay or compensatory time off, at his option, with the approval of the Chief of Police:

- |                                |                            |
|--------------------------------|----------------------------|
| * 1/2 day before New Years Day | Columbus Day               |
| * New Years Day                | General Election Day       |
| Lincoln's Birthday             | Veterans Day               |
| Washington's Birthday          | Thanksgiving Day           |
| Good Friday                    | Day After Thanksgiving Day |
| Memorial Day                   | * 1/2 day before Christmas |
| Independence Day               | * Christmas Day            |
| Labor Day                      |                            |

\* Shall be traditional holiday. All other holidays shall be celebrated as declared.

B. Only a Sergeant or Patrolman shall be entitled to holiday pay. In the event such Sergeant or Patrolman is scheduled to work on any day scheduled as a holiday under the within agreement, then such member shall receive, in addition, to his regular rate of pay for such holiday, a sum equivalent to one and one-half (1.5) times his hourly rate of pay for the number of hours he worked on such a holiday. If said holiday falls on a members scheduled day off, the member shall receive compensatory time off for said holiday. The day off shall be of the member's choice subject to the approval of the Chief of Police. In the event an employee cannot take compensatory time and chooses to be paid for his holidays, he shall be paid in the first pay period of June and the first pay period in November of the current year.

**ARTICLE VIII**

**VACATIONS**

A. AMOUNT OF VACATION LEAVE:

1. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.

After one (1) year through five (5) years	12 days
After five (5) years through ten (10) years	15 days
After ten (10) years through fifteen (15) years	20 days
After fifteen (15) years through twenty (20) years	25 days
After twenty (20) years and thereafter	30 days

2. Vacation allowance must be taken during the current calendar year at such time as permitted by the appointing authority, unless the employee elects to exercise his option set forth in Section C herein.

3. A permanent employee who returns from military service is entitled to a full vacation allowance for the calendar year of return and all remaining accrued days from the year of departure. If such military service begins and ends within the same benefit year, the employee shall be entitled only to the vacation leave as accrued and unused that year.

B. VACATION LEAVE DUE UPON SEPARATION:

1. An employee who is retiring or who otherwise is separated shall be entitled to the vacation for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding year.

2. Whenever a permanent employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation on his salary at the time of death.

C. OPTION:

1. If a holiday falls in the vacation period, the vacation shall be extended accordingly, such as number of days.

2. It is the policy of the Borough that each employee take advantage of the authorized vacation period for reasons of health, rest, relaxation and pleasure and thus extra compensation in lieu of vacation shall not be allowed unless prior authorization shall be obtained from the Chief of Police.

3. All employees shall submit requests for vacation at least three (3) weeks in advance to the Chief of Police, in duplicate, on the form provided by the Chief of Police for that purpose.

4. The Chief of Police has the authority to deny vacation leave for good cause.

## ARTICLE IX

### SICK LEAVE

A. Every employee subject to this agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4A:1-1.1 et. seq. of the Merit System Board (Department of Personnel) rules and regulations for the State of New Jersey.

B. Service Credit for Sick Leave:

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

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

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

C. Amount of Sick Leave:

1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and accrue one and one-quarter (1.25) days per month to a maximum total of fifteen (15) days per year for every calendar year thereafter.

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

3. One-half (.5) of all accumulated sick days to a maximum of sixty (60) full working days shall be taken/available as terminal leave only. The terminal leave provisions shall be applicable to all sick days accumulated during an employee's career irrespective of when they were earned. Termination in good standing shall be determined by the Mayor and Council and shall not be deemed to be obtained if the employee fails to provide the Borough with a least fourteen (14) days advance written notice of his/her termination.

4. Cumulative sick leave shall be as follows:
  - A. One (1) day for each month of service during the first calendar year of service.
  - B. Fifteen (15) days per year for each calendar year of service thereafter, earned at the rate of one and one-quarter (1.25) days per month.
    - C. In the event any member of the F.O.P. shall become disabled by reason of a service connected injury or illness and is unable to perform his duties, he shall be compensated at his full rate of pay for a period not exceeding twelve (12) months, provided however, that in the event there is any compensation payable to the member from insurance carriers or other sources, the monies recovered shall be delivered and paid over to the Borough of Wanaque up to the amount paid by the Borough of Wanaque to the member in lieu of salary.
    - D. If an employee is absent from work for reasons that entitle him to sick leave, the Chief of Police or his designated representative shall be notified as early as possible, but not later than one (1) hour prior to the start of the scheduled work shift for which he is absent. Failure to so notify the Chief of Police or his designated representative may be cause for disciplinary action. An employee who is absent for two (2) consecutive days or more, absent extraordinary circumstances, and does not notify the Chief of Police or his designated representative of the department on any of the first two (2) days will be subject to dismissal.
    - E. Verification of Sick Leave:
      1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
        - A. An employee who shall be absent on sick leave for a period totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less in which case only one certification shall be necessary for a period of six (6) months.
        - B. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances.
      2. In case of leave of absence due to exposure to a contagious disease, a certificate from the Department of Health shall be required.

3. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Borough by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

4. It shall be at the employee's option to sell back to the Borough one-half (.5) of all sick days in excess of one hundred twenty (120) sick days for an amount equal to that of the employee's daily rate of pay times the amount of sick days exchanged. The maximum amount exchangeable in a calendar year shall be twenty (20) for receipt of ten (10) days' pay. At no time may the employee sell to the Borough an amount of sick time that would cause the employee to fall below the minimum one hundred twenty (120) days. The employee shall notify the Borough on or before January 31 of his option to elect this section of the Agreement. Payment for the above shall be received by the employee prior to March 1 of the current year and payable at the previous year's rate. Accrued sick day totals for the purpose of buy back shall be as of December 31 of the previous year.

**ARTICLE X**

**HOSPITALIZATION AND INSURANCE**

A. The Borough shall provide a fully paid hospitalization insurance to each employee and dependants.

B. The Borough shall provide a dental plan to each employee and dependants. Said plan shall be selected by and will be paid for in full by the Borough. If the Borough chooses to elect a plan, which requires the employee to, pay fifty (50%) percent toward treatment, the said plan will be up-graded to the next step.

1. The Borough will provide the minimum orthodontal plan for each employee and dependants.

C. The Borough reserves the right to substitute carriers so long as the same or substantially similar benefits are provided.

D. EYEGLOSS PLAN:

Members of the F.O.P. shall receive the following eyeglass plan:

1. Effective upon the signing of this Agreement, one (1) pair of eyeglasses, impact resistant, not exceeding the cost of one hundred (\$100.00) dollars, if needed. The Borough shall not be responsible for the cost of any eye examination in connection therewith. Sunglasses shall not be considered for payment under this plan.

This plan shall apply to full time employees.

2. Effective upon signing this Agreement, members of the employee's immediate family (spouse residing with the officer or children up to age nineteen (19) residing with the officer) shall be eligible for the plan described in D(1) with each such person being entitled to one (1) pair of eyeglasses, not exceeding the cost of one hundred (\$100.00) dollars if needed.

E. LIFE INSURANCE:

The Borough shall provide for each F.O.P. member a minimum of \$20,000.00 insurance policy that shall be paid by the Borough in full.

F. PRESCRIPTION PLAN:

The Borough will pay fifty (50%) percent of each prescription, with a maximum of fifty (\$50.00) dollars per year, per family. Employees shall be limited to pharmacies listed herein:

1. Shippee's Pharmacy
2. Kressaty's Pharmacy
3. CVS Pharmacy

G. The Borough will provide to each retiree (25 years or more of pensionable service under PFRS or disability retirement) a fully paid hospitalization/ major medical, dental and orthodontic program until the retiree attains the age eligibility for Medicare. Retired employees will receive the same type of coverage as is granted to current Borough Police Department employees. If active police department employees' coverage is changed from one carrier to another, retiree coverage will also change to that carrier. The type of coverage that the retiree will receive shall be determined by the type of coverage (single, husband/wife or family) that an employee maintained when employed by the Borough at the time of retirement. If the retiree coverage is ever removed from the collective bargaining agreement, those retired employees receiving such at the time of removal will continue to maintain said coverage until the retiree attains the age eligibility for Medicare.

**ARTICLE XI**

**SALARY GUIDE**

A. The base wage rates for all covered job titles shall be contained in schedule A attached hereto.

B. CALCULATION OF FINAL SALARY UPON TERMINATION, RESIGNATION OR RETIREMENT

In the event an employee resigns, is terminated or retires, the final salary shall be calculated based on an annual basis. (Example: termination of employment is June 30<sup>th</sup>, 13<sup>th</sup> pay of the year is received on June 25<sup>th</sup> (equaling ½ of the annual salary) employee is responsible to work until June 30<sup>th</sup>.) The Borough reserves the right to withhold any funds due to the Borough from final sick and vacation pay should an employee not fulfill their employment requirements.

**ARTICLE XII**

**LONGEVITY**

Longevity will be paid on the base salary on to all full time employees that are employed full time continuously over four (4) years.

After four (4) years	2%
After eight (8) years	4%
After twelve (12) years	6%
After sixteen (16) years	8%
After twenty (20) years	10%

**ARTICLE XIII**

**COLLEGE INCENTIVE PAY**

- A. All employees who successfully complete approved courses in a recognized institution of higher learning in a program leading to a degree in Police Science/Criminal Justice shall receive the sum of twenty (\$20.00) dollars per credit hour upon completion of such credit hours.
- B. The maximum payable under this Article shall be limited to one hundred twenty (120) credits.
- C. Such compensation shall be payable, subject to presentation to the Police Chairman of evidence of successful completion of the course, with a C average.

**ARTICLE XIV**

**PERSONAL LEAVE DAYS**

- A. Each employee shall be entitled to three (3) personal leave days annually, deducted from sick days, without the loss of pay.
- B. Personal leave days may not be accumulated or carried from year to year. The parties shall make every effort to cooperate in order that these days will be scheduled during the course of the year.
- C. Personal leave days shall be requested, in writing, five (5) days in advance of the day except in the case of an emergency. A reply to the request shall be provided three (3) days after the request, in writing.
- D. In the event that two (2) or more employees request the same personal leave day, that employee with the greater seniority shall have first priority to the day requested.
- E. A new employee must have a minimum of six (6) months service credit within the calendar year before he/she is eligible for this benefit for the same calendar year.

**ARTICLE XV**

**LEAVE OF ABSENCES**

Every employee subject to this agreement may be granted for a leave of absence according to applicable Department of Personnel/Merit System Board rules and regulations for the State of New Jersey.

**ARTICLE XVI**

**CLOTHING, TRAVEL AND MEAL ALLOWANCES**

A. Effective as follows, the annual clothing allowance shall be, subject to presentation of proof of purchase representing the expenditure of such sums:

\$900.00 per year.

B. UNIFORM MAINTENANCE

The Borough shall provide for the repair or replacement of one complete uniform providing said uniform is damaged in the line of duty. Prior to the approval for replacement any damaged uniforms shall first be turned into the Police Chief for his inspection and disposition, this uniform allowance shall only provide for one (1) pair of trousers; one (1) blouse; one (1) shirt; one (1) winter jacket in any one contract year.

C. A mileage allowance for twenty-five (0.25) cents per mile in addition to receipted toll expenses will be paid to each employee who is required to provide his own transportation upon instructions from the Chief of Police during the term of this Agreement.

D. This provision shall include any and all job related matters, in-service schools, and attendance at State approved academies upon completion of the Basic Police Training Course. The Police Basic Training Course is not considered in this provision.

E. A meal allowance shall be provided to all members of the Police Department when they are required to appear in any matter or Court held outside the geographical confines of Wanaque whether same shall be a Superior Court, County Court or Juvenile Court and Domestic Relations Court as follows:

\$8.00

**ARTICLE XVII**

**BULLETIN BOARDS**

Bulletin Boards shall be made available by the Borough for the use of the F.O.P. for the purpose of posting F.O.P. announcements and other information of a non-controversial nature. The Chief of the Department or designee may have removed from the Bulletin Boards any material which does not conform with the intent and provision of this article.

**ARTICLE XVIII**

**FUNERAL LEAVE**

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed three (3) working days, (except as provided in the last sentence of paragraph E, below).

B. The "immediate family" shall include only husband, wife, child or parents, brothers, sisters, grandparents and parents-in-law.

C. Reasonable verification of the event may be required by the Borough.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off within the time of the bereavement.

E. An employee may make a request of the Chief of Police or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Chief of Police or his designated representative, shall be charged, at the option of the employee, either as a personal day or against accumulated compensatory time off. Additional time required because of distance and travel time may be requested of the Chief of Police which, if approved, shall be charged per this paragraph.

**ARTICLE XIX**

**NO-STRIKE AND NO-LOCKOUT PLEDGE**

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

B. The F.O.P. covenants and agrees that neither the F.O.P. or any person acting on its behalf will cause, authorize, or support, or will any of its members take part in any strike (i.e., the concerted failure to report to duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough. The F.O.P. agrees that such action would constitute a material breach of this Agreement.

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

1. Withdrawal of F.O.P. recognition;
2. Such activity shall be deemed grounds for termination of employment of

such employee or employees subject, however, to the application of the Merit System Board/Department of Personnel law, rules and regulations.

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

**ARTICLE XX**

**NON-DISCRIMINATION**

A. There shall be no discrimination by the Borough or the F.O.P. against an employee on account of race, color, creed, sex, national origin or religion.

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

**ARTICLE XXI**

**OTHER PROVISIONS**

A. The Borough will provide a fully paid rotation plan for each employee to buy and replace a bulletproof vest. The rotation plan shall be a five (5) year plan and the rotation for vest purchase/replacement shall be set by members of the F.O.P. in consultation with officials designated by the Borough to coordinate such. The maximum purchase/replacement of vests in any one (1) calendar year shall be three (3).

B. The Borough shall make application for the expungement of all criminal/quasi criminal arrests and convictions, as defined by law, of an employee that is related to the employee's employment with the Borough. The expungement process will be fully paid for by the Borough and will be performed before the employee's retirement date.

C. The Borough of Wanaque shall not enter into any agreement or consent decree with an outside agency or corporation, that would effect the member, without first negotiating such agreement with the Wanaque Police F.O.P #145.

**ARTICLE XXII**

**SEPARABILITY AND SAVINGS**

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

**ARTICLE XXIII**

**FULLY BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

**ARTICLE XXIV**

**TERM AND RENEWAL**

The term of this agreement shall be January 1, 2005 through December 31, 2009 and all terms thereof shall be deemed in effect until a new Agreement is executed between the parties. All benefits to be received for 2005 shall be retroactive to January 1, 2005 unless otherwise specified.

Dated: \_\_\_\_\_

ATTEST:

Borough of Wanaque

\_\_\_\_\_  
Katherine Falone, Borough Clerk

\_\_\_\_\_  
Warren Hagstrom, Mayor

ATTEST:

Wanaque Police F.O.P. Lodge #145

\_\_\_\_\_  
Philip Cavallaro, President

\_\_\_\_\_  
Robert C. Kronyak Jr., Secretary

**SCHEDULE A**  
**WAGES AND SALARIES**

A. Effective January 1, 2005, all employees covered by this Agreement shall be entitled to receive the wage rates for their particular job title as noted below:

Basic Pay Scale - Patrolman and Sergeant

<u>Title</u> <u>2009</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Academy Step \$26,522.50	\$26,522.00	\$26,522.00	\$26,522.50	\$26,522.50
Probationary Patrolman \$31,003.00	\$31,003.00	\$31,003.00	\$31,003.00	\$31,003.00
First Year Patrolman \$35,485.00	\$35,485.00	\$35,485.00	\$35,485.00	\$35,485.00
Second Year Patrolman \$39,966.00	\$39,966.00	\$39,966.00	\$39,966.00	\$39,966.00
Third Year Patrolman \$44,447.00	\$44,447.00	\$44,447.00	\$44,447.00	\$44,447.00
Fourth Year Patrolman \$48,929.00	\$48,929.00	\$48,929.00	\$48,929.00	\$48,929.00
Fifth Year Patrolman \$53,410.00	\$53,410.00	\$53,410.00	\$53,410.00	\$53,410.00
Sixth Year Patrolman \$57,891.00	\$57,891.00	\$57,891.00	\$57,891.00	\$57,891.00
Seventh Year Patrolman \$88,146.00	\$74,485.00	\$77,390.00	\$80,718.00	\$84,350.00
Sergeant \$96,960.00	\$81,933.00	\$85,129.00	\$88,789.00	\$92,785.00

The following pay scale will be for those employees hired after JANUARY 1<sup>st</sup>, 2005

<u>2009</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Academy Step \$31,003.00	\$31,003.00	\$31,003.00	\$31,003.00	\$31,003.00
Probationary Patrolman \$35,485.00	\$35,485.00	\$35,485.00	\$35,485.00	\$35,485.00
First Year Patrolman \$39,966.00	\$39,966.00	\$39,966.00	\$39,966.00	\$39,966.00
Second Year Patrolman \$44,447.00	\$44,447.00	\$44,447.00	\$44,447.00	\$44,447.00
Third Year Patrolman \$48,929.00	\$48,929.00	\$48,929.00	\$48,929.00	\$48,929.00
Fourth Year Patrolman \$53,410.00	\$53,410.00	\$53,410.00	\$53,410.00	\$53,410.00
Fifth Year Patrolman \$57,891.00	\$57,891.00	\$57,891.00	\$57,891.00	\$57,891.00

Sixth Year Patrolman \$62,444.00	\$62,444.00	\$62,444.00	\$62,444.00	\$62,444.00
Seventh Year Patrolman \$66,997.00	\$66,997.00	\$66,997.00	\$66,997.00	\$66,997.00
Eighth Year Patrolman \$88,146.00	\$74,485.00	\$77,390.00	\$80,718.00	\$84,350.00
Sergeant \$96,960.00	\$81,933.00	\$85,129.00	\$88,789.00	\$92,785.00

B. Detective standby pay for each group of employees will be Nine percent (9%) above their current salary.