

**AGREEMENT**

**BETWEEN**

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

**and**

**WEST MILFORD SUPERIOR OFFICERS ASSOCIATION**

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

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**LAW OFFICES:**

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

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*[Handwritten signature]*

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**PREAMBLE**

**THIS AGREEMENT** made and entered into on this    day of                   , 2008, by and between the **TOWNSHIP OF WEST MILFORD IN THE COUNTY OF PASSAIC**, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and **WEST MILFORD SUPERIOR OFFICERS ASSOCIATION** (hereinafter referred to as the "SOA") represents the complete and final understanding between the Township and the SOA and is designed to maintain and promote a harmonious relationship between the Township and such of its Employees who are covered by **Article I, Recognition**, in order that more efficient and progressive public service may be rendered.

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**ARTICLE I**

**RECOGNITION**

**A.** The Township recognizes the SOA as the representative for the purposes of collective negotiation of all Lieutenants and Captains employed by the Police Department but excluding the Chief of Police and all other employees of the Township of West Milford.

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

## ARTICLE II

### MANAGEMENT RIGHTS

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

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

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

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

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

#### B. DEFINITION

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

#### C. STEPS OF THE GRIEVANCE PROCEDURE

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

#### STEP ONE:

(A) An aggrieved employee or the SOA on behalf of an aggrieved employee or employees or the Township shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(B) The employee of the SOA shall, in writing and signed, file his grievance with the Chief of Police.

(C) The Chief of Police shall render a decision within five (5) days after receipt of the grievance.

**STEP TWO:**

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

**STEP THREE:**

(A) In the event the grievance has not been resolved at **STEP TWO**, the SOA may within ten (10) days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the New Jersey Board of Mediation.

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

(C) The Arbitrator shall be bound by the provisions of this Agreement and



restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall no have authority to add, modify, detract from or alter in any way the provisions to this Agreement or any amendment or supplement thereto.

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

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

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

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

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

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

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

G. The term 'days' as used within this Article shall mean 'working days' and not regular days off.

## ARTICLE IV

### HOURS AND OVERTIME

A1. Employees working the eight (8) hour per day schedule shall not exceed forty (40) hours in any one week provided that in case of emergency the Officer or other official having charge or control of the Department shall have full authority to summon and keep on duty any and all such members during the period of an emergency.

A2. Employees working the ten (10) hour per day schedule shall not exceed forty (40) hours in any one week. All time to be converted to hours, to include sick days, vacation days, personal days and administrative comp days.

a. Work weeks may be converted into eight (8) hour days to attend training schools.

b. The Township and the Superior Officers agree that there must be flexibility in the schedule.

B1. Overtime: Hours worked on off duty time in programs funded by Federal or State grants shall be compensated at the rate of time and one half, provided all overtime costs are charged against the grant(s).

B2. Court Appearances: Attendance at Municipal Court, Upper Court, Civil Court, Grand Jury or Division of Motor Vehicles hearings or proceedings and other judicial or administrative hearings or proceedings, on off duty time will be compensated at one and one-half times the regular rate of pay with a minimum three (3) hours per appearance.

B3. Shift Supervisor: Hours worked on off duty time to fill a vacant shift

supervisor's position shall be compensated at the rate of time and one-half, provided:

- a. No other superior officer is scheduled for that shift or for a minimum of seven (7) consecutive hours.
- b. No Sergeant is scheduled for that shift or for a minimum of seven (7) consecutive hours.
- c. No more than twelve (12) such shift schedules shall be authorized in a calendar year for the entire unit.
- d. The provision of this section "shift supervisor" is subject to review and mutual agreement in the next contract.

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

D. Early quitting time for the Township shall be credited to persons covered by this Agreement as straight compensatory time.

**ARTICLE V**

**HOLIDAYS**

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

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

B. Each employee covered by this agreement shall receive an adjusted base salary in lieu of time off for holidays listed above.

## ARTICLE VI

### VACATIONS

#### A. AMOUNT OF VACATION LEAVE

1. Annual vacation leave with pay shall be earned at the rate of eight (8) hours of vacation for each month of service during the remainder of the calendar year following the date of appointment; ninety-six (96) hours of vacation thereafter for every year and up to five (5) years of service; one hundred twenty (120) hours of vacation after the completion of five (5) years and up to ten (10) years of service; One hundred forty-four (144) hours of vacation after the completion of ten (10) years of service and up to fifteen (15) years of service; One hundred sixty (160) hours of vacation after the completion of fifteen (15) years of service and up to twenty (20) years of service. After twenty (20) years of service, eight (8) additional hours shall be earned for the completion of each additional year of service to the maximum of twenty-five (25) years. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

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

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

**B. VACATION LEAVE DUE UPON SEPARATION**

1. An employee who has terminated other than under the provisions of Article VII, Paragraph 3, 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 becomes effective and any vacation leave which may have been carried over from the preceding calendar 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 figured on his salary rate at the time of death.

C. Employees may, at their option, elect to accumulate vacation leave not in excess of four hundred eighty (480) hours, inclusive of the then current year.

D. Employees may, at their option, elect to receive a lump sum payment for accumulated unused vacation leave at their daily rate at the time of retirement, provided that notification of such request is submitted to the Chief of Police prior to November 1, of the year preceding the year the retirement is to occur for the purpose of budgeting appropriate funds for such payment.

**E. Computation of Vacation Time**

All persons who are on the ten (10) hour work schedule shall have all Vacation leave time converted to hours for computation purposes under this article.

## ARTICLE VII

### SICK LEAVE

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

#### B. Service Credit for Sick Leave

1. All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate 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 or when the illness of a member of the employee's immediate family require their presence at home. For absences over three (3) consecutive days, proof of illness may be required for members of the immediate family.

3. Such sick leave shall not include any extended period where the employee serves as a nurse 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 day per month during the remainder of first calendar year of employment after initial appointment and fifteen (15) days in 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 if and when needed for

such purpose.

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

The precise formula for calculating the amount of early sick leave and cash payment shall be as follows in either Option A or Option B as applicable (at employee's sole option):

Option A -

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

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

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

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

- A. The early leave shall not exceed one hundred fifty (150) working days.
- B. An employee whose early leave calculation exceeds the one hundred fifty (150) day maximum may apply the excess to the cash payment calculation provided the maximum benefit is not exceeded. **(See Example Employee C below).**

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- C. During the duration of the early leave period, an employee shall be entitled to all benefits that he would normally receive exclusive of bereavement leave.

Option B -

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

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

**Examples: Employee A**

**Employee A:**

**185 total sick days accumulated**

**X 15%**

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

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

**X 15%**

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

**Employee B**

**250 total sick days accumulated**

**X 50%**

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

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

**X 50%**

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

**Employee C**

**350 total sick days accumulated**

**X 50%**

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

**175 balance of remaining days (350 minus 175)  
+25 carry over excess of authorized maximum early leave  
X 50% (above) 200 days**

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

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

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

4. Employees may, at their option, elect to receive the early leave benefit for accumulated unused sick leave as calculated in Section C, 3-C as a lump sum at the time of termination in good standing, provided that notification of such request is submitted to the Chief of Police prior to November 1 of the year preceding the year the termination is to occur for the purpose of budgeting appropriate funds for such payment.

D. Reporting of Absence on Sick Leave

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

a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

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

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

a. An employee who has been absent on sick leave for periods 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 recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six months.

b. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Chief of Police.

2. In cases of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Township 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 Township by a physician designated by the Township. Such examination shall establish whether an employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

F. Disability Retirement

1. Subject to applicable law the Township shall continue at full pay any officer who has filed a disability retirement application or who has had said application filed by the Township on his behalf, and who has utilized all accumulated sick leave from the date of the application is filed until the date he/she received his/her first disability check.

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

G. Computation of Time

All persons who are on the ten (10) hour work schedule shall have all sick leave time converted to hours for computation purposes under this Article.

## ARTICLE VIII

### HOSPITALIZATION AND INSURANCE

#### A.

1. The Township shall provide a full paid hospitalization insurance program to each employee and dependents which shall include Blue Cross, Blue Shield, Rider J and Major Medical Coverage (14/20 Series, State Health Benefits Plan).

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

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

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

D. Subject to the rules and regulations of the NJ State Health Benefits Commission, each qualified employee who retires shall be provided with hospitalization coverage as provided to active employees.

D. The Township shall provide at its sole cost and expense a dental insurance

program to each employee and dependents which will be "Program II-B offered by New Jersey Dental Service Plan Inc." or its equivalent and said plan shall be effective January 1, 1987.

E. The Township has the prerogative to eliminate the "select plan" upon a one hundred percent (100%) voluntary migration to other Township provided health care plans.

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

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

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**ARTICLE IX**

**SALARY GUIDE**

**A.** All employees covered by this Agreement shall be entitled to receive the wage rates for their particular job title as noted in **Schedule A**.

**B.** All employees covered by this Agreement shall have their longevity benefit and college credit benefit added to their base salary and paid in bi-weekly payments, in accordance with applicable State laws and regulations.

**ARTICLE X**

**LONGEVITY**

A. Effective January 1, 1988 for each year of the contract longevity payments based upon years of continuous uninterrupted service with the Township payable bi weekly, shall be as follows:

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

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## ARTICLE XI

### COLLEGE INCENTIVE PAY

A. All employees who successful complete approved courses in a recognized institution of higher learning in a program leading to a degree in Police Science related courses shall receive a sum of thirty-eight (\$38.00) dollars per credit hour for the rank of lieutenant and forty (\$40.00) dollars per credit for the rank of captain.

B. The maximum amount payable under this **Article** shall be limited to one hundred twenty-eight (128) credits at the maximum rates specified in Section A.

C. Such compensation shall be payable, subject to presentation to the Township Administrator of evidence of successful completion of the course, on or before the first pay period in December.

D. Effective January 1, 1977 employees shall not be eligible to receive College Incentive Pay unless they make progress toward a degree within each two year period thereafter. Progress shall be deemed to be the completion of at least one (1) approved course with a passing grade within the two (2) year period. Failure to make progress within a two (2) year period shall terminate said employee's benefits under this **Article**, including any benefits previously enjoyed. Reinstatement may be made by the Township Administrator. No progress towards a degree is necessary after the successful completion of an Associates or Bachelors Level degree, however, any credits earned beyond the Associates or Bachelors level will be subject to the above provisions.

E. The Township of West Milford provides full time and exempt employees with

the opportunity to receive further training and education which will improve the Township's governmental operations. The Township of West Milford may bear 50% of the cost of tuition, up to a maximum payment per year of \$300.00 per employee, if the following conditions are met:

1. The employee will assure the Township that he/she intends to remain in the employ of the Township of West Milford for at least one year after the completion of the continued education program and shall agree in writing to reimburse the Township for any and all costs expended in the event the employee leaves the employ of the Township within one year.
2. He/she will submit a request to the Chief of Police for approval of the Township Administrator based on budget allocations, describing benefits to the jurisdiction.
3. Course will be job-related and will be taken on employee's own time. If working towards a degree related to employee's work, all courses required for the degree will be covered by this policy.
4. Reimbursement will be made at the completion of the course in which an employee has obtained a passing grade of 'C' or better.
5. This does not relate to special courses, seminars, conferences or training sessions where the Township of West Milford may pay the full cost of registration or tuition expenses in accordance with approved budget allocations and prior approval of the Township Administrator.
6. The employee must request tuition assistance in writing providing an outline of the course of study. This request should be presented to the Chief of Police and be approved by the Township Administrator. Upon successfully completing the course, the employee must present a voucher and a copy of his/her final grade report to the township of West Milford for reimbursement.

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## ARTICLE XII

### PERSONAL LEAVE DAYS

A. Each employee shall be entitled to thirty-two (32) hours of personal leave annually without loss of pay.

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

C. Personal leave days shall be requested in writing as far in advance of the day requested as possible except in case of an emergency. A reply to the request shall be provided as soon as practicable after the request and no reply shall be deemed an approval.

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 shift requested.

E. Thirteen administration compensatory days annually shall be provided employees at straight time rates. Administrative compensatory days may be taken at any time provided sufficient manpower and supervision exist in the shift or shifts in question. The Chief of Police shall have final approval over all requests for administrative compensatory days and shall give each request his good faith consideration. Administrative days may be carried over into the succeeding year however, an employee may elect to carry over not more than 13 days into any succeeding year.

F. The Township shall allow an employee to take a personal day off if said

employee finds another employee to serve for him/her and in furtherance shall pay said replacement at the rate of time and one-half for hours worked. This substitution shall only occur where a day is taken as a personal day. The employee shall not arrange utilization of this personal day option where it results in a double shift for the substituting officer. The Chief of Police shall promulgate reasonable rules for the implementation of this section.

## ARTICLE XIII

### LEAVES OF ABSENCE

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

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

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

## ARTICLE XIV

### CLOTHING, TRAVEL AND MEAL ALLOWANCE

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

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

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

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

E. Each employee shall be entitled to swap shifts with a fellow officer in the Superior Officers Association provided said employee applies to the Chief of Police. The exchange of shifts shall be accomplished within a 14 day period. Shift swaps shall be granted provided:

1. The Superior Officer requesting the shift swap has a valid reason requiring such swaps. An off duty job shall not be a valid reason for the purpose of this section, unless directly connected to law enforcement.
2. The Superior Officer requesting the swap obtains the verbal approval of the Chief, in the case of the Captain, and the approval of the Captain in the case of a lieutenant.

3. Superior Officers will avoid arranging shift swaps that mean a double shift for either party involved in the swap to the greatest extent possible .

**ARTICLE XV**

**MISCELLANEOUS**

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

B. The Township will provide sixty (60) rounds of reload ammunition per month, provided by the present supplier, upon request provided that previously issued ammunition has been utilized by the employee.

The provisions of this section shall terminate upon purchase of reloading equipment by the Township or inability to secure ammunition from present supplier.

C. Each employee shall be entitled to bereavement leave of three (3) working days from the date of death in the immediate family. In the event the burial takes place out of state and outside a radius of 100 miles from West Milford, up to three (3) additional working days travel time may be taken. This leave shall be with pay. Proof of attendance at the burial may be required by the Township. Deaths in the immediate family covered by this Section shall mean spouse, parents, children, brothers, sisters, grandparents and parents-in-law. One day bereavement leave will also be allowed for employee's aunts and uncles regardless of the location of the burial.

D. An employee shall be eligible for reimbursement for a retirement physical at a cost not to exceed \$100.00. The employee may be examined by the Doctor of his choice after giving the municipality formal notice of his retirement date. Reimbursement shall be made subject to the presentation of a voucher with appropriate proof of payment.

APK  
TEL



E. The Chief may schedule up to twenty-four (24) hours of semi-annual training. The twenty-four (24) hours of semi-annual training time may be scheduled in up to two (2) full-day segments at the Department's option. If a training day is scheduled on a date or at a time when an officer is not scheduled to work, such officer shall be compensated for such time at time and one-quarter ( $1\frac{1}{4}$ ). The time shall be credited as personal leave time.

ASA  
TCL

## ARTICLE XVI

### NO STRIKE AND NO LOCKOUT PLEDGE

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

B. The SOA covenants and agrees that neither the SOA or any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The SOA 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 SOA member shall entitle the Township to invoke any of the following alternatives:

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

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

or its members.

ASA  
TCP

## ARTICLE XVII

### NON-DISCRIMINATION

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

B. There shall be no discrimination, interference, restraint or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the SOA or because of any lawful activities by such employees on behalf of the SOA. The SOA, 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 SOA.

## ARTICLE XVIII

### SEPARABILITY AND SAVINGS

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

**ARTICLE XIX**

**FULLY BARGAINED PROVISIONS**

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

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

ASA  
TCL

**ARTICLE XX**

**TERM AND RENEWAL**

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

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

PSA  
TCL

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

**WEST MILFORD SUPERIOR  
OFFICERS ASSOCIATION**

**TOWNSHIP OF WEST MILFORD**

Timothy C. Storkel  
President

Bertina Bieri  
Mayor

[Signature]  
Township Administrator

Witness:  
[Signature]  
Secretary

Witness:  
[Signature]  
Township Clerk



**SCHEDULE A**

**SALARY SCALE**

	<b>Effective 01/01/08</b>	<b>Effective 01/01/09</b>	<b>Effective 01/01/10</b>	<b>Effective 01/01/11</b>
<b>LIEUTENANT</b>	<b>\$112,964</b>	<b>\$118,315</b>	<b>\$123,047</b>	<b>\$127,969</b>
<b>CAPTAIN</b>	<b>\$121,266</b>	<b>\$126,949</b>	<b>\$132,027</b>	<b>\$137,308</b>

ASL  
TCP

VIOENCE  
9-20-02

# MEMO OF AGREEMENT

1. TWP. OF WEST MILFORD AND WEST MILFORD PBA & SOA AGREE TO THE FOLLOWING TERMS FOR A SUCCESSION AGREEMENT
2. ACCEPT AS MODIFIED HEREIN THE TERMS OF THE PRIOR CONTRACTS SHALL CONTINUE.
3. THE TERM OF THE NEW CONTRACT SHALL BE 1/1/01 TO 12/31/03.
4. THE FOLLOWING ACROSS THE BOARD WAGE INCREASES SHALL BE IMPLEMENTED ON THE DATES SPECIFIED:

EFF. 2/1/01	4%
EFF. 2/1/02	4%
EFF. 1/1/03	4%
5. DETROITERS SHALL RECEIVE A 2% BASE INCREASE IN LIEU OF THE CURRENT \$1250.00

# **EXHIBIT B**

*RA  
PBA/JOA  
Court Mem.*

**POLICE DEPARTMENT**  
Township of West Milford

1480 Union Valley Road  
West Milford, New Jersey 07480-1398

Phone: (973) 728-2802  
Fax: (973) 728-2875

**MEMORANDUM**

To: Lieutenant Timothy Storbeck  
SOA President

From: Chief Paul Costello *(PRC)*

Date: April 2, 2009

Subject: Off Duty Court Compensation

In response to your memo dated January 29, 2009, regarding the above captioned matter, and based on review by both the Township Administrator and Legal Counsel, I concur with Acting Captain Coscia's decision that compensatory time is not authorized under the terms of the SOA contract, and therefore it was appropriately denied to Lieutenant Chiosie.

I regret that there has been some confusion as to the granting of comp time for this purpose on a limited occasion in the past, however, when it was granted it had not been approved or authorized by me. I trust this will clarify the issue that SOA members are not entitled to comp time for court appearances.

I appreciate the understanding of the SOA members on this matter.

cc: Kevin Boyle, Township Administrator  
Matthew Giacobbe, Esq.  
SOA file

*Personally Landed to Lt. Storbeck 4-3-09*