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THIS BODY

THIS AGREEMENT, made and entered into this 18th day of June, in the year, One Thousand Nine Hundred and Seventy - One

BETWEEN, the TOWNSHIP OF WEST MILFORD, IN THE COUNTY OF PASSAIC, a body politic, hereinafter referred to as the "Employer"

AND, WEST MILFORD PATROLMEN'S BENEVOLENT ASSOCIATION, hereinafter referred to as the "Association";

WHEREAS, the Employer has voluntarily endorsed the practice and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the township, acting through its Municipal Manager, to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the township and its citizens; and

WHEREAS, the parties recognize that this agreement is not intended to modify any of the discretionary authority vested in the township by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of the agreement to provide where not otherwise mandated by statute or ordinances, for the salary structure, fringe benefits and employment conditions of the employees covered by this agreement, to prevent interruptions of work and interference with the efficient operation of the township, and to provide an orderly and prompt method for handling and processing grievances; and

WHEREAS, this contract is entered into pursuant to the provisions of Chapter 303, Laws of the State of New Jersey, 1968;

The Parties hereto, therefore, agree as follows:-

ARTICLE 1. RECOGNITION.

The Employer recognizes the Association as the exclusive representative of all employees and/or members of the Department of Police, but excluding the Division of Special Policemen, Special Policewomen, Special Police Matrons, and such clerical assistants assigned to the Department of Police.

A classification of same is listed under Appendix "A" attached hereto and made part hereof.

ARTICLE 2. MANAGEMENT RIGHTS

It is understood and agreed that the Township Council and the properly appointed and designated management officials of the Township possess the sole right to operate this Department of the Township, and retains the right in accordance with applicable laws and regulations to:-

- (1) Direct the employees of the Department, and to assign work;
- (2) To hire, promote, transfer, assign and retain employees in positions within the Department and to discipline, promote, discharge or take any other disciplinary action against the employee. civil service procedure shall not be violated;
- (3) To maintain the efficiency of the governmental operations entrusted to them;
- (4) To take whatever actions may be necessary to carry out the mission of the Department in the situation of an emergency; assign men;
- (5) To determine the care, maintenance and operation of equipment, police station and/or offices, cells, and other places assigned to the department;
- (6) To make rules, regulations and policies for the operation of the department;
- (7) To prescribe the method of purchase of equipment and supplies for the department;
- (8) to prescribe the uniforms and equipment to be worn and/o. carried by the members assigned to the department;
- (9) To employ, assign and make promotions subject to Civil Service Procedure;
- (10) To determine the budget and programs of the Department;
- (11).To determine the methods, means and number of personnel needed to carry out the specific programs of the Department;

- (12) To introduce new and improved methods or facilities;
- (13) To exchange existing methods or facilities;
- (14) To contract for goods or services;
- (15) To enforce and carry out the provisions of any and all ordinances relating to the Department of Police.

ARTICLE 3. SALARIES; EFFECTIVE DATE OF SALARY INCREASE; COLLEGE PAY INCENTIVE PROGRAM; HOURS OF DUTY; ANNUAL VACATION

The parties agree that the provisions relating to Salaries, Effective Date of Salary Increase, College Pay Incentive Program, Hours of Duty, and Annual Vacation, as embodied in an ordinance entitled:

AN ORDINANCE CONCERNING SALARIES AND COMPENSATION AND AMENDING SECTION 13-2 OF ARTICLE 2, ENTITLED "POLICEMEN" OF THE REVISED ORDINANCES OF THE TOWNSHIP OF WEST MILFORD, NEW JERSEY, 1958, AND AS AMENDED DECEMBER 21, 1962, DECEMBER 2, 1966, JUNE 5, 1968, and NOVEMBER 6, 1968", Adopted by the Township Council on August 5th, 1970

are hereby made part of this agreement, as if fully recited and stated in full, and both parties agree to comply therewith. A copy of said ordinance is attached hereto as Appendix "B";

ARTICLE 4. INSURANCE

The Blue Cross, Blue Shield, Group Insurance Program presently in effect, including Rider "J", for the employees and dependents, and at no cost to the Employees, shall continue in effect for the employees. In addition the Employer shall provide full family major medical insurance. The Employer shall have the right to substitution, provided the same coverage is provided. Workmen's Compensation Insurance as now in effect shall be continued for the employees and by the Employer.

ARTICLE 5. SICK LEAVE

The provisions of Civil Service shall govern the period of Sick Leave for the members of the Department of Police or Association

ARTICLE 6. HOLIDAYS

The following days shall be recognized and considered as holidays, referred to in the above ordinance:-

New Years Day	Labor Day
Lincolns Birthday	Columbus Day
Washingtons Birthday	General Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day and the Day following
Independence Day	Christmas

#### ARTICLE 7. GRIEVANCE PROCEDURE

The parties hereto agree to separately negotiate a Grievance Procedure, to subsequently become a Supplement to this Agreement. Until this is done such procedure as contained in existing ordinances, wherever applicable, shall govern.

#### ARTICLE 8. EQUAL TREATMENT

The Employer agrees that there shall be no discrimination or favoritism for reasons of age, sex, nationality, race, religion, marital status, political affiliation, or Association membership or activities.

#### ARTICLE 9. CLASSIFICATIONS AND DESCRIPTION

The classifications (and job descriptions) for employees covered by this Agreement shall be then prescribed by Civil Service as in effect of the date of this agreement. Any additions or modifications made to them by Civil Service, and adopted by the Township, shall automatically become part of this agreement.

#### ARTICLE 10. GENERAL PROVISIONS

a. Bulletin Boards will be made available by the Employer in the area of the Municipal Building, assigned to the Department of Police, for the use of the Association, for the purpose of posting Association announcements and other information of a non-controversial nature. Prior to the posting of any notices, the Association shall first present such notices to the Chief of Police or other officer then in charge.

b. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement

affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE 11. ORDINANCES

The following ordinances are hereby made part of this Agreement, and except as any provision thereof may have been amended or modified, or rendered impracticable by the Township's Change of government, they shall be observed and complied with by the parties hereto:-

AN ORDINANCE PRESCRIBING CERTAIN POLICIES, PRACTICES, RULES AND REGULATIONS FOR THE VARIOUS DEPARTMENTS OF THE TOWNSHIP OF WEST MILFORD, Adopted April 23, 1964

AN ORDINANCE TO ESTABLISH AND TO PROVIDE RULES AND REGULATIONS FOR THE GOVERNMENT, MAINTENANCE AND CONTROL OF A POLICE DEPARTMENT IN THE TOWNSHIP OF WEST MILFORD IN THE COUNTY OF PASSAIC, NEW JERSEY, Adopted December 15, 1964

ARTICLE 12. EFFECTIVE DATE

With the exception of the effective date for the Salary increase, as recited in Article 3 of this Agreement, ordinance stated therein, this agreement shall be effective as of January 1st 1970. The agreement shall remain in full force and effect until the 31st day of December, 1971 (12 midnight). Both parties agree that commencing with July 1st, 1971, they shall meet by duly appointed representatives to negotiate an agreement for the period commencing with January 1st, 1972; any renewal agreement shall be effective as of this date. This Agreement shall remain in full force and be effective during the period of negotiations.

holiday, or day in substitution thereof, then and in such case the regular members of the Department of Police, whether or not they are on duty during such day, shall be entitled to a day off, on a day approved by the Police Chief, or such other Superior Officer assigned to the scheduling of days or shifts for members of the department; a Sergeant or Patrolman, rather than taking the day off, may elect to be on duty, and in such case he shall be paid compensation based on a rate fixed from his regular annual salary.

E. Annual Vacation - members of the Department shall receive such annual vacation as provided for by the rules of the N. J. Civil Service Commission.

2. Any ordinance or parts thereof in conflict or inconsistent with the provisions of this ordinance are hereby repealed to such extent as they are in conflict or inconsistent.

3. This ordinance, except as otherwise stated herein, shall take effect 20 days after its final passage by the Township Council.

Introduced: July 15th, 1970

Adopted: - AUG 5 1970

Edward Gola  
Mayor

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MAYOR

ATTEST: -

George F. Eckhardt, Jr.  
Township Clerk  
Township Clerk

APPENDIX "B"

AN ORDINANCE CONCERNING SALARIES AND COMPENSATION AND AMENDING SECTION 13-2 OF ARTICLE 2, ENTITLED "POLICEMEN", OF THE REVISED ORDINANCES OF THE TOWNSHIP OF WEST MILFORD, NEW JERSEY, 1958, AND AS AMENDED DECEMBER 21, 1962, DECEMBER 2, 1966, JUNE 5, 1968, AND NOVEMBER 6, 1968

BE IT ORDAINED, by the Township Council of the Township of West Milford, in the County of Passaic:-

1. That Section 13-2 of Article 2, entitled "Policemen", of the Revised Ordinances of the Township of West Milford, New Jersey, 1958, and as amended December 21, 1962, December 2, 1966, June 5, 1968 and November 6, 1968, be and the same is hereby amended to read as follows:-

A. The members of the Department of Police shall receive and be paid annual salaries and wages as follows:-

Police Chief:----- \$12,100.00

Effective January 1st, 1971 and annually thereafter ----- \$12,500.00

Deputy Police Chief:----- \$11,700.00

Effective January 1, 1971 and annually thereafter ----- \$12,000.00

Police Captain:----- \$11,300.00

Effective January 1, 1971 and annually thereafter ----- \$11,500.00

Police Lieutenant:----- \$10,900.00

Effective January 1, 1971 and annually thereafter ----- \$11,000.00

Police Sergeant:-

1st year of service ----- \$9,375.00

2nd year of service ----- \$10,000.00

3rd year of service ----- \$10,500.00

(and annually thereafter)

Patrolman:-

1st year of service ----- \$7,500.00

2nd year of service ----- \$8,125.00

3rd year of service ----- \$8,750.00

4th year of service ----- \$9,375.00

5th year of service ----- \$10,000.00

(and annually thereafter)

Any Patrolman, who shall be appointed as a Sergeant, shall be entitled to receive his then existing salary plus one step of increment.

B. Effective date of salary increase:- the afore listed salaries and/or scale, shall become effective July 1, 1970; officers shall thereafter be entitled to annual increases, commencing with January 1, 1971, and annually thereafter until maximums have been reached,

irrespective as to the anniversary date of their appointments. Any portion of a year insofar as this ordinance is concerned shall be considered as a full year.

C. College Pay Incentive Program:- All members of the Department of Police by way of further addition to the salary ranges and/or salaries to be paid to them, as aforeprovided for, shall be entitled to receive in each calendar year, the sum of \$20.00 each credit hour completed in a recognized institution of higher education offering a program leading to a degree in Police Science, the total limit of same to be 128. Such additional compensation shall be payable upon presentation to the Township Manager of a proper certification from the institution attended by said member, setting forth the number of credit hours completed or the conferring of a degree in Police Science; the Township Treasurer shall make such payment of additional compensation upon receipt of due certification from the Township Manager. This College Pay Incentive Program shall be retroactive to January 1, 1970.

D. Hours of duty:- The hours of employment of the members of the Department of Police shall not exceed eight consecutive hours in any one day, nor forty hours in any one week; provided, that in case of an emergency the officer or other official having charge or control of the Department of Police shall have full authority to summon and keep on duty any and all such members during the period of emergency. Compensatory time over and above the eight hour period, made necessary because of emergency duties shall be paid for at the prevailing salary rate; this provision shall be applicable only to Sergeants and Patrolmen. Sergeants and Patrolmen, who are required to attend Court sessions, during hours outside of their normal working days, shall be allowed compensatory time off, on a day or days approved by the Police Chief or such other Superior Officer assigned to the Scheduling of days or shifts for members of the department. Sergeants and Patrolmen may be on duty on days other than their normal working days, provided their additional duties be for eight hour days; such additional days shall be unlimited in number; for these days they are on duty, they shall be paid compensation based on a rate fixed from their regular annual salary. Whenever the offices of the various departments of the township, other than the Department of Police, shall be closed because of a legal



APPENDIX "A"

Employees assigned to the Department of Police and covered  
by this Agreement:

Police Chief

Deputy Police Chief

Police Captain

Police Lieutenant

Police Sergeant

Patrolman

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, and/or caused their corporate seals to be hereto affixed, after signature of their proper corporate officers the day and year first above written.

TOWNSHIP OF WEST MILFORD, IN THE  
COUNTY OF PASSAIC

by Charles DeLeon  
MAYOR

ATTEST:-

George J. Eckhardt Jr.  
Township Clerk

WEST MILFORD PATROLMEN'S BENEVOLENT  
ASSOCIATION

ATTEST:-

BY Robert S. Bodine  
President

Laurence A. Loughlin  
Secretary