B-0690 ETORAGE

Bergen

Approved Contract

AND MOONACHIE, Bereigh of

THE POLICEMEN'S BENEVOLENT ASSOCIATION
(LOCAL 102 MOONACHIE UNIT)

AGREEMENT

0.00 PREAMBLE

- O.01 THIS AGREEMENT, made this day of ,

 1982, by and between the BOROUGH OF MOONACHIE, a body politic

 and corporate of the State of New Jersey, hereinafter referred

 to as "The Employer", and THE POLICEMEN'S BENEVOLENT ASSOCIATION,

 (LOCAL 102 MOONACHIE UNIT), hereinafter referred to as the "PBA";
- WHEREAS, the Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW THEREFORE, it is agreed as follows:

1.00 EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every Employee of the Moomachie Police Department shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or

other Laws of New Jersey or the Constitution of New Jersey and the United States.

against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

2.00 ASSOCIATION RECOGNITION

- 2.01 The Employer recognizes PBA Local 102 (Moonachie Unit) as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees employed by the Employer's Police Department except those Employees specifically excluded herein.
- 2.02 No employee shall be compelled to join the Association butshall have the option to voluntarily join said Association.
- 2.03 The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

3.00 EXCLUSIVITY OF ASSOCIATION REPRESENTATION:

3.01 The Employer agrees that it will not enter into any contract or Memorandum of Agreement with any one but the recognized Association (PBA Local 102 Moonachie Unit) with regard to the categories of personnel covered by this Agreement.

4.00 EXISTING LAW

4.01 The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

5.00 ASSOCIATION REPRESENTATIVES

- 5.01 The Employer recognizes the right of the Association to designate one representative and one alternate for the enforcement of this Agreement.
- 5.02 The Association shall furnish the Employer in writing the names of the representative and the alternate and notify the Employer of any changes.
- 5.03 The authority of the representative and alternate so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:
 - (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
 - (b) The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.
- The designated Association representatives shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations with Employer officials. No pay shall be granted when such meetings or investigations are on off-duty hours.

6.00 MAINTENANCE OF WORK OPERATIONS

- 6.01 The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Association shall authorize, instigate, or condone such activity.
- Article may subject any employee participating in or condoning such activity to disciplinary action by the Employer. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of state statute and other applicable provisions of this Agreement.

7.00 DATA FOR FUTURE BARGAINING

- 7.01 The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively.
- The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature.

8.00 SALARIES

Agreement shall be set forth in Appendix "A". Salary shall be provided to each employee on a bi-weekly basis, payable every other Friday.

8.02 Longevity

All police officers shall be entitled to a longevity payment, in addition to all other wages and benefits, in accordance with the following schedule:

YEARS OF SERVICE	PERCENT
Beginning of 5th year through 9 years	3%
Beginning of 10th year through 12 years	4%
Beginning of 13th year through 15 years	5%
Beginning of 16th year and over	6%

8.03 The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed to be retroactive to January 1, 1982 unless otherwise stated herein, and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

9.00 WORK DAY, WORK WEEK AND OVERTIME

- 9.01 The normal work day shall be eight (8) hours, which shall include within the eight (8) hour span, thirty (30) minutes of paid meal time per day, and in addition thereto two (2) coffee breaks of fifteen (15) minutes each.
- 9.02 Timing of said recesses shall be set by the Chief.
- 9.03 Forty (40) hours per week shall be the normal work week.
- 9.04 The normal work day shall be based upon the utilization of a three (3) squad system which shall function for eight (8) rotating hours for each squad during a twenty-four (24) hour day.

- 9.05 Work in excess of the Employee's basic work week or tour for a day is overtime.
- 9.06 Overtime shall be paid as paid overtime compensation (time and one-half).

10.00 HOURLY RATE

10.01 To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary shall be divided by 2,080 hours.

11.00 RECALL

11.01 Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of two hours work or pay in lieu thereof.

12.00 SHIFT CHANGES

12.01 The Employer agrees that it will not indiscriminately adjust shifts so as to avoid overtime payment to Employees covered by this Agreement.

13.00 UNIFORMS

- 13.01 Each new Employee shall receive from the Employer free of charge in lieu of a clothing allowance, a complete uniform.
- Thereafter, the Employer will pay each Employee, during the term of this Agreement up to but not to exceed the sum of Three Hundred (\$300.00) Dollars per year as clothing allowance. Each Employee shall be paid the sum of Two Hundred Fifty (\$250.00) Dollars per year for the purchase and maintenance of his off duty weapon and equipment. Payments under this

Article are subject to a miscellaneous cash expenditure voucher being submitted by the Employee to the Chief of Police.

- 13.03 If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items.
- 13.04 Utilization of Section 13.03 shall not diminish the clothing allowance set forth in this Agreement, except in the case of a complete uniform change.
- 13.05 An Employee's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged during the course of his employment, shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee. Any such damage shall be reported by the Employee's next daily report.
- 13.06 Any such payments made under Section 13.05 shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement.

14.00 VACATIONS

- 14.01 The vacation allowance shall be as set forth in this Agreement in Appendix "B".
- 14.02 When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.

- 14.03 If an employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post-hospital recuperation period charged against sick leave at his option upon proof of hospitilization and a physician's certificate.
- 14.04 No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.
- 14.05 Vacations may be taken in single day segments. If an official holiday occurs during an Employee's authorized vacation, he will be entitled to an additional vacation day in lieu of the holiday.
- 14.06 Vacations shall be selected on a rotating seniority basis which shall be established by the Department. Once an Employee selects two or more consecutive days of vacation under this clause, the next senior man shall make his selection, and so on, until the seniority list is exhausted, at which time the process shall be continued.
- 14.07 All vacations will be approved by the Chief.
- 15.00 SICK LEAVE
- 15.01 All Employees covered by this Agreement shall be granted fifteen (15) sick leave days with pay per year which shall be accumulated from year to year.
- 15.02 Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease.

- 15.03 To qualify for payment while absent on sick leave each Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge at least one hour before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.
- 15.04 An Employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if reasonably requested by the Employer.
- 15.05 If an Employee reports for his regularly scheduled duty and works at least four hours then he shall be credited with an entire day worked.
- Employee's entitlements under this program have been calculated, said entitlement may be taken as either a lump sum cash payment or it may be taken in time away from the place of employment with full continuation of wages and benefits. It shall be the obligation of the Employee to elect which form of compensation, time or cash, that is desired, however, said election shall be subject to approval by the Borough. Under no circumstances shall the Employee's entitlements under this clause be diminished, however, the form of compensation is subject to mutual agreement. Any Employee who shall retire with twenty-five (25) years of service or upon a disability retirement after twenty-five (25) years of

Service shall be entitled to fifty (50%) percent of said Employee's remaining accumulated sick days calculated at the Employee's rate of compensation at said Employee's retirement.

16.00 BEREAVEMENT LEAVE

- All permanent full time Employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family within a three (300) hundred mile radius and up to five (5) days leave if beyond three hundred (300) mile radius with the consent of the Chief of Police or his designated representative to attend services. If an employee requires more than five (5) days leave such shall be granted with the approval of the Chief of Police.
- 16.02 Immediate family shall include spouse, children, parents, brothers, sisters and grandparents of Employee or spouse.
- 16.03 Such funeral leave shall not be charged against the Employee's vacation or sick leave.
- 16.04 An extension of absence under this Article, however, may be, at the Employee's option and with the consent of the Department Head charged against available vacation time or be taken without pay for a reasonable period.
- 16.05 In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

17.00 PERSONAL LEAVE

17.01 Each employee shall have three personal leave days which shall be charged against sick leave. For the purposes of this

clause, an Employee shall not be required to advise his superior of the reason for the personal leave day.

- 17.02 Employees must give the Chief of Police twenty-four

 (24) hours notice of their intention to take a personal day and

 must receive approval from the Chief to insure that the Borough

 has adequate personnel on hand to perform all necessary

 functions. The said personal leave days shall be non-accumu
 lative.
- 17.03 A denial of an application for personal time under this section by the Chief shall only be made for sufficient cause and any such denial may become the subject of a Grievance Procedure under this Agreement.
- 17.04 Personal leave time under this Article shall be granted in units of not less than four (4) hours for each occasion.
- 17.05 The Chief of Police may disapprove personal leave time when the granting of said personal leave will interfere with the efficient functioning of the Moonachie Police Department.

18.00 LEAVE OF ABSENCE

- 18.01 All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed thirty (30) days.
- 18.02 The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the governing body. The governing body shall consider each case on its merits and without establishing a precedent.

19.04 The Borough shall maintain the currently effective medical assistance program at the same levels of coverage for all police department retirees.

20.00 INSURANCE

20.01 The Employer will continue to provide existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

21.00 ACCIDENTAL DEATH OR DISMEMBERMENT

- 21.01 The Employer will provide, at its own cost and expense and without costs to the Employee, an accidental death and dismemberment policy for the Employees in the full amount of Two Thousand (\$2,000.00) Dollars per Employee.
- 21.02 A disclaimer by the carrier shall create no additional rights against the Borough under this section.

22.00 BULLETIN BOARD

- 22.01 The Employer will supply one Bulletin Board for the use of the Association to be placed in a conspicuous location.
- 22.02 The Bulletin Board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.
- 22.03 No matter may be posted without receiving permission of the officially designated Association representative.

22.04 Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police.

However, approval for posting shall not be unreasonably withheld.

23.00 CEREMONIAL ACTIVITIES

- In the event a Police Officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least one uniformed Police Officer of the Department to participate in funeral services for the said deceased officer.
- 23.02 Subject to the availability of same, the Employer will permit a department police vehicle to be utilized by the members in the funeral service.
- 23.03 Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Chief of Police.

24.00 PERSONNEL FILES

- A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.
- Any member of the Police Department may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.

- 24.03 Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.
- 24.04 All personal history files will be carefully maintained and safegarded permanently, and nothing placed in any file shall be removed therefrom.

25.00 MILITARY LEAVE

25.01 Military leave for Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

26.00 GRIEVANCE PROCEDURE

- 26.01 To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used.
- 26.02 For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of policies, agreements and administrative decisions affecting them.
- 26.03 The procedure for settlement of grievances shall be as follows:

- 3. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Employer's governing body or its representative on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.
- 4. No Employee covered by this Agreement may have the right to process his own grievance without his representative.
- 5. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the succeeding step in the Grievance Procedure within the time limits prescribed, then the dispositon of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.
- 6. Said arbitration agreement shall be enforceable in a civil action only.

27.00 LABOR MANAGEMENT COMMITTEE

- 27.01 As soon as practicable after execution of this Agreement, a Labor-Management Committee shall be established consisting of representatives of the Employer and the Association.
- 27.02 The function of this committee shall be to facilitate communication between the parties to promote a climate conducive to constructive Employee relations, to recommend resolution of Employee relations problems which may arise in the administration of this Agreement and to discuss other matters of mutual interest.
- 27.03 The committee will meet at mutually acceptable times and places, with either party having the right to request a meeting.
- 27.04 Requests for meetings should be made a least a week in advance with the requesting party submitting an agenda of the topics for discussion.
- 27.05 The size of the committee may vary according to the topics to be discussed and shall be limited to the least number of representatives from each party needed to accomplish the business at hand.
- 27.06 Nothing contained in this Section is intended to restrict in any way the normal informal discussion and resolution of problems by Employer and Association representatives.
- 27.07 If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the Mayor and Council of the Borough.

28.00 HOLIDAYS

- 28.01 All Employees covered by this Agreement shall be entitled to and will receive twelve (12) paid holidays per year.
- 28.02 The holidays noted herein shall be as set forth in Appendix "C".

29.00 WORK INCURRED INJURY

- work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one year.

 During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act and any other plan provided and paid for by the Employer shall be paid over to the Employer.
- 29.02 The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Employer may reasonably require the said Employee to present such certificates from time to time. The Employer may direct that the Employee submit to a physical examination by the Borough physician or any other doctor designated by the governing body.

- In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation or, by the final decision of the last reviewing court shall be binding upon the parties.
- 29.04 For the purposes of this Article, injury or illness incurred while the Employee is acting in any Employer authorized activity, shall be considered in the line of duty.
- In the event a dispute arises as to whether an absence shall be computed or disignated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment, or, if there is an appeal therefrom the final decision of the last reviewing court.
- 29.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

30.00 EDUCATION INCENTIVE

In addition to all other wages and benefits provided in this Agreement, each Employee shall be entitled to college tuition reimbursement payments in the amount of Forty (\$40.00) Dollars per credit.

- 30.02 Said tuition reimbursement payments shall be made on a one time basis and shall only be made upon satisfactory completion of a course in police science or related courses leading to a police science degree.
- 30.03 Degree status conferred in the field of police science will, upon proof of degree, increase that officer's salary by Two Hundred (\$200.00) Dollars per year which shall be included within the Employee's biweekly paycheck.

31.00 TRAINING PAY

31.01 The Employer agrees to compensate all Employees covered by this Agreement at the time and one-half rate for attending required training courses on their own time.

32.00 PENSION

- 32.01 The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.
- 32.02 The Employer will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.
- It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement fund, then, and in that event resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

34.05 Payments under this Article shall be the actual court time as logged by the Court Clerk.

35.00 PRIORITY FOR OVERTIME

- Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating seniority roster.
- 35.02 There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interests of the Employer to bypass an Employee or Employees on the seniority list.
- 35.03 While this Agreement contemplates the possibilities noted in Section 35.02, it is agreed and understood that such bypassed Employee or Employees, must become next on the list for the purposes of the overtime roster.
- 35.04 The purpose of this section is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein.
- 35.05 Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member on the seniority roster aforementioned.
- 35.06 This clause shall not be construed or operate to encroach upon the Borough's present use of Marshals.

36.00 RIGHTS OF EMPLOYEES

- 36.01 Members of the Moonachie Police Department hold a unique status as police officers in that the nature of their office and employment involves the exercise of a portion of the police power of the Borough of Moonachie.
- The security of the community depends to a great extent on the manner in which police officers perform their duties.

 Their employment is thus in the nature of a public trust.
- 36.03 The cognizance and control of the government, administration, disposition and discipline of the department is the responsibility of the Borough and the Chief of Police.
- In administering the department, the law empowers the Borough to appoint superiors to exercise various powers of command over subordinates. In addition, they have promulgated various rules, and procedures to guide members of the force in the performance of their duties.
- The wide ranging powers and duties given to the department and its members involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of members of the force.

 These questions often require immediate investigation by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline without in any way impairing the rights and obligations of the Municipality and the Chief of Police, the following guidelines are promulgated:

- In all cases where an officer is expressly threatened with disciplinary action or suspension resulting from his performance or non-performance in the line of duty, he shall upon being so advised, have the right to consult with counsel or anyone else prior to being questioned by his superior officer provided that the interrogation is not unduly delayed. In such case the interrogation may not be postponed beyond 10:00 A.M. of the day following notification of the interrogation.
- superior officers who shall include the Chief of Police. In the event a superior officer who is subordinate to the Chief of Police shall desire to interrogate another officer under the conditions herein described, the officer to be interrogated may request as a condition precedent to questioning that the Chief of Police be advised as to the interrogation. Where such a request is made the Chief of Police shall require that the interrogator allow for consultation as herein otherwise provided should such be the further request of the person to be interrogated.
- 36.08 The rights provided for herein are intended to prevent the officer to be interrogated from being subject to disciplinary action by reason of his failure to answer questions of a superior officer until his right to consultation herein provided for has been afforded provided consultation is requested. This provision is not intended nor shall it be invoked to frustrate the every day operation of the Police

APPENDIX A SALARY SCHEDULE

	(A)	(B)	(C)	(D)
	Effective 1/1/82	Effective 7/1/82	Effective 1/1/83	Effective 7 <u>/1/</u> 83
Patrolman				
0 - 1	\$ 11,185.	\$ 11,632.	\$ 12,446.	\$12,820.
1 - 2	15,509.	16,129.	17,258.	17,776.
2 - 3	18,214.	18,942.	20,269.	20,877.
Over 3 years	21,777.	22,648.	24,233.	25,000.
Sergeant				
Upon appointment	22,149.	23,035.	24,647.	25,387.
After 6 months	22,518.	23,419.	25,058.	25,810.

All steps shall be computed based upon anniversary of date of employment.

APPENDIX "B"

VACATION

YEARS OF SERVICE	NO. OF WORK DAYS
Commencing 0 - 4 years	12
Commencing 5 - 9 years	15
Commencing 10 years	16
Commencing 11 years	17
Commencing 12 years	18
Commencing 13 years	19
Commencing 14-19 years	20
Commencing 20 years and over	er 25

Patrolmen shall not be entitled to take their first year's vacation allowance until after six (6) months of completed service.

for that calendar year. In the event of death, all benefits shall be paid to the employee's estate.

39.02 The reverse application of the above principles would apply in the event that the employee separated from employment before actually earning benefits which said employee had already used while employed.

40.00 TERM OF CONTRACT

40.01 This contract shall be effective January 1, 1982 and shall terminate on December 31, 1983, or until such time as a new contract is executed.

BOROUGH OF MOONACHIE

PBA LOCAL 102 MOONACHIE UNIT

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