

LIBRARY  
INSTITUTE OF  
JUL 12 1989  
RUTGERS UNIVERSITY

**A G R E E M E N T**

Between

West Milford Township

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

and

**NEW JERSEY STATE POLICEMEN'S BENEVOLENT  
ASSOCIATION LOCAL NO. 162**

---

X January 1, 1988 through December 31, 1989

---

**LAW OFFICES:**

**LOCCKE & CORREIA P.A.  
50 East Palisade Avenue  
Englewood, New Jersey 07631**

**(201) 567-9090**

I N D E X

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble -----	1
I	Recognition -----	2
II	Management Rights -----	3
III	Grievance Procedure -----	5
IV	Hours and Overtime -----	10
V	Holidays -----	12
VI	Vacations -----	15
VII	Sick Leave -----	20
VIII	Health Benefits -----	27
IX	PBA Rights -----	28
X	Salary Guide -----	30
XI	Longevity -----	31
XII	College Incentive Pay -----	32
XIII	Folding of Benefits and Hourly Rates ---	34
XIV	Personal Leave Days -----	35
XV	Leaves of Absence -----	36
XVI	Clothing, Travel and Meal Allowance ----	37
XVII	Bulletin Boards -----	38
XVIII	Miscellaneous -----	39
XIX	No-Strike and No-Lockout Pledge -----	42
XX	Personnel Files -----	44
XXI	Deductions from Salary -----	46
XXII	Non-Discrimination -----	48
XXIII	Separability and Savings -----	49
XXIV	Fully Bargained Provisions -----	50
XXV	Term and Renewal -----	51
	Signature Page -----	52
	Schedule A - Salaries -----	53
	Letter of Understanding -----	54



PREAMBLE

THIS AGREEMENT made and entered into on this 6<sup>TH</sup> day of *DECEMBER*, 1988<sup>9</sup>, 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 NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 162 (hereinafter referred to as the "PBA"), 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.

No modification to the contractual language will be made by either party unless mutually agreed upon by both parties in writing.




**ARTICLE I.**

**RECOGNITION**

A. The Township recognizes PBA Local No. 162 as the exclusive and sole representative for the purposes of collective negotiation of all Patrolmen, Detectives and Sergeants employed by the Police Department.

B. The titles of Patrolman, 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.



ARTICLE II

MANAGEMENT RIGHTS

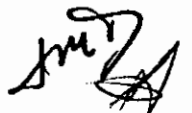
A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but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

1. 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.

A handwritten signature in black ink, appearing to be "John P. [unclear]", located in the bottom right corner of the page.

## 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.

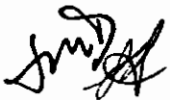
3. A grievant shall have a right to request a remedy and in the event of a disagreement on the remedy it shall remain in the ultimate discretion of the Arbitrator.

#### 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 PBA on behalf of an individual or individuals, or the Township.

#### 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 on its entirety unless any step is waived by mutual consent:

**STEP ONE:**

(A) An aggrieved Employee or the PBA 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, and an earnest effort shall be made to settle the differences between the aggrieved Employee and his immediate Supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(B) The Supervisor shall render a decision within five (5) days after receipt of the grievance.

**STEP TWO:**

(A) In the event a satisfactory settlement has not been reached, the Employee or the PBA, shall, in writing and signed, within three (3) days following the determination at STEP ONE file his grievance with the Chief of Police.

(B) The Chief of Police shall render a decision in writing 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, then within five (5) days following the determination, the matter may be referred to the Township Manager who shall review the matter and make a





determination within ten (10) days from the receipt of the grievance.

**STEP FOUR:**

(A) In the event the grievance has not been resolved at STEP THREE, the PBA may within ten (10) days request arbitration. The Arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.

(B) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Township Manager. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The PBA 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 not have the authority to add to, 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 PBA. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

(E) The Arbitrator shall set forth his finding of facts 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 PBA 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 PBA 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 FOUR 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. Group grievances affecting a substantial number of members of the Department shall be filed and processed commencing



at STEP TWO of the procedure.

Handwritten signature or initials in the bottom right corner of the page.

ARTICLE IV

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 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 as defined by the Chief of Police pursuant to New Jersey Law.

B. 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) hours shall be paid at one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay.

2. Attendance at 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 ( $1\frac{1}{2}$ ) times the regular rate of pay or compensatory time at the Officer's choice. There shall be a three (3) hour minimum for court appearance compensation.

3. Municipal Court appearances while off-duty, at the Employee's option, will be compensated at time and one-half ( $1\frac{1}{2}$ ) rates compensatory time off or at time and one-half ( $1\frac{1}{2}$ ) rates in

cash with a three (3) hour minimum guarantee. Court postponements or adjournments at no fault of the Officer and after his appearance for Court shall still entitle the Officer to be compensated at the two (2) hour minimum guarantee. Every effort shall be made by both parties to schedule Municipal Court appearances during working hours.

4. All off schedule shift changes will be compensated at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular pay for the entire shift [eight (8) hours].

C. In the event an Officer is recalled to duty, or for other than Court appearances, he shall be guaranteed a minimum of three (3) hours pay at one and one-half ( $1\frac{1}{2}$ ) times his regular rate of pay.

D. Any Officer shall have a minimum of two (2) consecutive days off per week on normal duty.

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

F. There shall be no pyramiding of overtime.



ARTICLE V

HOLIDAYS

A. Each Employee shall be compensated in pay or compensatory time off at his option with the approval of the Chief of Police, or his designee, subject to the manpower needs of the Department for the following holidays:

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

B. Whenever a legal holiday is declared for Township Employees, the Employees covered by this Agreement shall likewise enjoy such a holiday pursuant to the administrative provisions of Section A, above. Early quitting time, time off granted due to actual or pending emergency weather conditions or days of mourning granted to the Township Employees shall not be deemed to be holiday time and all persons covered by this Agreement shall be credited with this amount of time in compensatory time.



C. Each Employee shall be credited with three (3) compensatory days which are a result of a carryover of the 1983-1985 Award.

D. The Township shall allow an Employee to be off on a holiday said Employee would normally work, if said Employee finds another Employee to serve for him/her and furthermore shall pay said replacement at the rate of time and one-half ( $1\frac{1}{2}$ ) for hours worked. This substitution shall occur only on a holiday or a day taken in lieu of a holiday. The Employee shall avoid arranging a holiday option that means a double shift for the substituting Officer to the greatest extent possible. The Chief of Police shall promulgate reasonable rules for the implementation of this Section.

E. The Township shall pay an Employee time and one-half ( $1\frac{1}{2}$ ) for hours worked on the holidays that are listed in this Article, Section A, Page 12.

F. All holiday requests submitted between January 1 and March 31 shall be considered in order of Departmental seniority with written reply no later than April 15.

All holiday requests submitted after March 31 shall be considered based on priority of time of request.

An Officer shall submit a written request for a holiday at least seven (7) days in advance of the requested day off. A written response to the request shall be provided within five (5) days of the receipt of the request by the Supervisor. The



request shall be made in writing and shall be countersigned by a Superior Officer higher in rank than the requesting Officer.

A request for such a day on less than seven (7) days notice shall be given every good faith consideration.

G. In the event an Employee chooses to be paid for his fourteen (14) holidays, he shall be paid by December 15 of that year.

Handwritten signature and initials in the bottom right corner of the page.



ARTICLE VI

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; twelve (12) working days vacation thereafter for every year and up to five (5) years of service; fifteen (15) working days vacation after the completion of five (5) years and up to ten (10) years of service; eighteen (18) working days vacation after the completion of ten (10) years of service and up to fifteen (15) years of service; twenty (20) working days vacation after the completion of fifteen (15) years of service and up to twenty (20) years of service. After twenty (20) years of service, one (1) additional vacation day 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 F 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 is retiring or who has otherwise separated shall be entitled to <sup>the vacation and sick time</sup> ~~the full value of the~~ vacation and sick time for the current year, <sup>prorated upon the number of</sup> ~~without proration,~~ <sup>months worked in the calendar year in which the separation or retirement becomes</sup> and any vacation leave or sick time which may have been carried <sup>effective and</sup> ~~over from the preceding calendar year.~~ *11/17/89*

2. Whenever a permanent Employee dies having to his credit any annual vacation or sick 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. VACATION SELECTION

1. A vacation selection list shall be posted no later than February 1, of each calendar year.

2. All vacation weeks for Sergeants and Patrolmen will be selected between February 1, and March 15, based on Departmental seniority.

3. Vacation selection shall be made for the twelve (12) month period between March 15, of the current year and March 15 of the following calendar year.

4. Any vacation week requests submitted after March 15, will be granted according to chronological receipt of the request. [If two (2) or more Employees submit a request on the same date, the Employee with the greater seniority shall have priority].

5. All vacation weeks shall consist of no less than five (5) working days. Any requests for less than five (5) working days shall be selected and granted in accordance with the holiday request procedure.

#### D. PRIME TIME VACATION

1. A minimum of twenty-six (26) vacation man weeks shall be permitted between June 30, and Labor Day [known for the purpose of this Section as "Prime Time Vacation"] for the exclusive use of all Patrolmen. All Patrolmen shall be entitled to a minimum of one (1) prime time vacation week. One (1) vacation week shall consist of five (5) working days.

2. In the event there are more prime time vacation weeks available than Patrolmen, then the Patrolmen with the greater seniority will be entitled to one (1) extra week during the prime time.

Example: Twenty-six (26) prime weeks for twenty-three



(23) Patrolmen. The most senior men would receive two (2) prime time weeks each, while the remaining twenty (20) Patrolmen would receive one (1) prime time week.

3. In the event there are unselected prime time weeks as of March 15, then these weeks may be filled based on seniority until March 25. After March 25, prime time vacation weeks shall be granted according to chronological receipt of the request.

4. A minimum of nine (9) prime time vacation weeks shall be provided for Sergeants. All Sergeants shall be entitled to a minimum of two (2) prime time vacation weeks. In the event there are unselected prime time weeks, these shall be selected and filled in accordance with Section D, Paragraphs 2 and 3.

E. The final vacation schedule shall be compiled and posted on the PBA bulletin board no later than April 1, and shall remain posted for a twelve (12) month period. This final schedule shall be deemed an approval of selected vacation weeks for all Employees listed. This schedule shall be updated as additional requests are granted.

F. Employees may, at their option, elect to accumulate vacation leave not to exceed sixty (60) days inclusive of the current year.

G. Vacation selection by Detective Bureau personnel shall be on a separate Detective Bureau vacation selection list



pursuant to the above stated time requirements. Detective Bureau personnel may select their vacation for any period of time in the course of the year providing the manpower needs of the Detective Bureau are met.

Handwritten signature or initials in the bottom right corner, possibly reading "JMD" with a flourish below it.

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 year 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, baby sitter 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 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 leave and cash payment shall be as follows:

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 fifteen (15%) percent 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. The cash payment shall not exceed Thirteen Thousand (\$13,000.00) Dollars.
- C. An Employee whose early leave calculation exceeds the one hundred fifty (150) day maximum may apply the excess days to the cash payment calculation provided the maximum benefit is not exceeded. (See Example Employee C below).
- D. 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, and uniform maintenance expenses.





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:

185 total sick days accumulated

x 15%

27.7 or 28 days early leave

157 balance of remaining days (185 minus 28)

x 15%

23.55 or 24 cash payment at prevailing straight time rate

Employee B

250 total sick days accumulated

x 50%

125 days early leave

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 days early leave.

175 balance of remaining days (350 minus 175)

+25 carry over excess of authorized maximum early leave

200 days

x 50%

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.

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 notice of his termination.

**D. Reporting of Absence on Sick Leave**

1. If an Employee is absent for reasons that entitled him to sick leave, the Dispatcher 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 notify the Dispatcher 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 may be required to submit acceptable medical evidence substantiating the illness. The Township shall be responsible for the cost of obtaining a doctor's note if the Township requests the note and have the right to designate the physician.

A. Any Employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence from the Township designated physician at the Township's expense 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 (1) certificate shall be necessary for a period of six (6) 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. The Township will incur the expenses in obtaining this proof of illness and shall have the right to designate the physician. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the PBA



President or his designee and a representative of the Police Department.

For the purposes of this Section 1(A) and 1(B) only, if an Employee has voluntarily sought medical attention from a physician for the illness or injury giving rise to the sick leave, then, if requested the Employee shall, at no cost to the Township, produce a written explanation of the illness or injury from said physician.

F. 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 in his behalf, and who has utilized all accumulated sick leave from the date of the application is filed until the date he received his first disability check.

G. Investigations into requests for sick leave shall be for cause and not conducted in any arbitrary or capricious manner.



ARTICLE VIII

HEALTH BENEFITS

A. 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.

B. Each Employee who retires 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. 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.



ARTICLE IX

PBA RIGHTS

A. Subject to the manpower needs of the Department, official Delegates of the PBA up to a maximum of two (2) will be granted leave with pay in accordance with the provisions of N.J.S.A. 11:26(c)-4 for the purposes set forth therein.

B. PBA activities, in addition to the right of representation set forth in the Grievance Procedure, may be conducted on Township property provided such activities do not disrupt normal work operations.

C. The PBA shall notify the Township, or its designees of the names of current PBA officers responsible for processing grievances.

D. The PBA State Delegate shall receive the tour off from duty with pay for attendance at State wide meetings if the Delegate is working the midnight to 8:00 A.M. shift or the day shift [8:00 A.M. to 4:00 P.M.] on the calendar day of the statewide PBA meeting.

If the Delegate is working the 4:00 P.M. to Midnight shift, he need not report for duty until 6:00 P.M. on the day of the meeting. This Section shall be effective 1989 only.

E. The PBA Delegate shall be permitted sufficient



release time when working, without any loss of compensation or benefits, so that the Delegate may attend meetings of the Passaic County PBA Conference.

F. The Employer agrees to advise an Employee when he is the subject of an internal investigation prior to the commencement of any interrogation.

G. Pursuant to applicable laws the President of the PBA or his designee shall have the exclusive right to meet with the Township Manager off duty at any time on any matter concerning the interest of the membership covered by this Agreement.

Provided that if the President or his designee is on duty he shall apply for and receive approval from the Chief or in his absence the Officer in charge to be absent from his post.



ARTICLE X

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.

*Handwritten initials/signature*



ARTICLE XI

LONGEVITY

A. Longevity payments based upon years of continuous uninterrupted service with the Township.

At Four (4) Years of Service	2% of Base Pay
At Eight (8) Years of Service	4% of Base Pay
At Twelve (12) Years of Service	6% of Base Pay
At Sixteen (16) Years of Service	8% of Base Pay
At Twenty (20) Years of Service	10% of Base Pay

B. Employees will receive a longevity payment if they will complete the required years of service required for longevity in that calendar year.

*JMD*  
*[Signature]*

ARTICLE XII

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 related courses shall receive a sum equal to .10 of 1.0% of base pay per credit hour earned. Example: A Patrolman making \$30,098 would receive \$30.10 per credit earned. A Sergeant making \$33,112 would receive \$33.11 per credit earned. Effective January 1, 1988 no Employee shall receive more than Four Thousand Three Hundred (\$4,300.00) Dollars per year in educational incentives.

B. The maximum amount payable under this Article shall be limited to one hundred twenty-eight (128) credits.

C. Such compensation shall be payable, subject to presentation to the Township Manager of evidence of successful completion of the course, on or before the first pay period in December. New credits earned in a calendar year shall be payable in a lump sum prior to December of that calendar year.

D. Approved courses shall be those courses approved for reimbursement under the SLEPA or LEEP programs.

E. Employees hired after January 1, 1977 shall not be eligible to receive College Incentive Pay unless they make progress toward a degree within two (2) years of employment and

in every two (2) 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 Manager. 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.



ARTICLE XIII

FOLDING OF BENEFITS AND HOURLY RATES

Each Employee covered by this Agreement shall have said individual's respective longevity and educational entitlements folded in and made part of regular compensation.

The hourly rate for all calculation purposes, (including overtime rate) shall be determined by dividing the respective Employee's annual base rate, together with the Employee's longevity and educational entitlement by two thousand eighty (2,080).



ARTICLE XIV

PERSONAL LEAVE DAYS

A. Each Employee shall be entitled to three (3) personal leave days annually without loss of pay.

B. Personal leave days may not be accumulated but shall be paid for at the end of each year in the event an Employee, after requesting same, is refused them by the Township. 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 possible and no reply shall be deemed an approval. All personal leave days, regardless of the date submitted, shall be granted approval provided minimum manpower needs of the Department are met. No reason must be given when requesting a personal day.

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, provided, however, that the senior Employee has requested the day at least fifteen (15) days in advance of the day requested.

ARTICLE XV

LEAVES OF ABSENCE

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.

A handwritten signature in the bottom right corner of the page, appearing to be "J. M. G." followed by a flourish.

ARTICLE XVI

CLOTHING, TRAVEL AND MEAL ALLOWANCE

A. The annual clothing allowance shall be Four Hundred Forty-Five (\$445.00) Dollars, subject to the presentation of acceptable vouchers representing the expenditure of the sum.

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

C. A mileage allowance of Twelve (\$.12) Cents per mile, 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.

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 charged against the Officer's allowance.

E. An Officer shall be paid the sum of Two Hundred (\$200.00) Dollars annually upon presentation of a voucher with a general accounting of expenses for uniform and equipment maintenance expenses. Effective January 1, 1989 an Officer shall be paid the sum of Two Hundred Fifty (\$250.00) Dollars annually for uniform and equipment maintenance. Said payment shall not be made before July 1 of each year.

ARTICLE XVII

BULLETIN BOARDS

A. The Township will supply one (1) bulletin board for the use of the Association to be placed in an appropriate area designated by the Chief.

B. The bulletin board shall be for the use of the Association for the posting of "official" notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

C. Each notice and bulletin shall be signed by the President or Delegate of the PBA responsible for posting it and it shall be the duty of the PBA to cause the removal of said notice or bulletin from the bulletin board as soon as it has served its purpose. No unsigned notice or bulletin shall be posted on the bulletin board.



ARTICLE XVIII

MISCELLANEOUS

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

B. Each Employee shall be entitled to bereavement leave of three (3) working days from the date of death in the immediate family, and in the event the burial takes place out of state, up to two (2) additional working days travel time. 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. Effective 1989 only, each Employee shall be entitled to bereavement leave of one (1) day of leave with pay in the event of death of an aunt or uncle of the Employee or his/her spouse, regardless of location of the burial.

C. Each Employee shall be entitled to swap shifts with a fellow Officer provided said Employee makes application to the scheduling Officer or in his absence, the Officer in charge. The exchange of shifts shall be accomplished within a fourteen (14) day period. Swaps will be permitted without the necessity of completing a written form and up to one (1) hour before the



beginning of the shift in question, provided:

1. The Officer requesting the shift swap has a personal need requiring such swaps. An off duty job shall not be a personal need for the purpose of this Section.
2. The Officer requesting the swap obtains the verbal approval of the Chief, Captain or Lieutenant, and the written form is completed upon return to duty. A Sergeant may be contacted to grant approval if the Superior Officers listed are not available.
3. The Officer who is to work the shift for the requesting Officer notifies the approving Superior of his willingness to work the shift in question.
4. Officers will avoid arranging shift swaps that mean a double shift for either party involved in the swap to the greatest extent possible.

D. Other than in a Police emergency, an Employee shall not be required to change tires on municipal equipment.

E. The PBA may install vending machines in the PBA break area. The profits from all such machines shall be placed in the PBA Treasury. The PBA assumes full responsibility for the costs of installation and maintenance of the vending machines. The PBA shall provide the Chief of Police with an accounting of the funds generated on the vending machines on an annual basis.



F. The Township shall reimburse PBA members for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of a PBA member acting in the official discharging of his duties and within the scope of his employment. The Employer's obligation under this Paragraph shall be limited to Three Hundred (\$300.00) Dollars annually per Employee.

G. The PBA may request a meeting with the Township Manager on a periodic basis to meet and discuss matters of safety and equipment of concern to the PBA.

H. All Officers assigned to the Detective Bureau shall be permitted to purchase a recognition badge, at Township expense, signifying the members duties are in the capacity of a Detective.

ARTICLE XIX

NO-STRIKE AND NO-LOCKOUT PLEDGE

A. During the term of this Agreement, the PBA 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 PBA covenants and agrees that neither the PBA or any person acting in its behalf will cause, authorized, 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 PBA 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 PBA member shall entitle the Township to invoke any of the following alternatives:

1. Withdrawal of PBA recognition;
2. Withdrawal of dues deduction privileges



(if previously granted);

3. Such activity shall be deemed grounds for termination of employment of such Employee or Employees subject, however, to the application of the Civil Service Law.

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 PBA or its members.



ARTICLE XX

PERSONNEL FILES

A. A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Chief of Police and Township Manager.

Upon advance notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever any document (excluding payroll or insurance forms) is to be placed in an Employee's personnel file, the Employee shall be so advised and copied.

The Officer shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be

removed therefrom. Removal of any material from a personnel file by a member of the force shall subject that member to appropriate disciplinary action.

Each Employee shall be supplied with a written certification from the Township, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the Officer.

An Employee shall also have the right to examine the Civil Service file maintained in the office of the Township Manager during normal business hours upon making an appointment to do so.

*Handwritten signature*

ARTICLE XXI

DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its Employees subject to this Agreement dues for the PBA. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e as amended. Said monies together with records of any corrections shall be transmitted to the PBA by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township either new authorization from its members showing the authorized deduction for each Employee or an official notification on the letterhead of the PBA and signed by the President and Secretary-Treasurer of the PBA advising of such charged deduction.

C. The PBA will provide the necessary "Check-off Authorization" form and the PBA will secure the signatures of its members on the forms and deliver the signed forms to the Township Manager. The PBA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason taken by





the Township in reliance upon salary deduction authorization cards submitted by the PBA to the Township or in reliance upon the official notification on the letterhead of the PBA and signed by the President and Secretary-Treasurer of the PBA advising of such changed deduction.

*Handwritten signature*

ARTICLE XXII

NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the PBA 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 PBA or because of any lawful activities by such Employees on behalf of the PBA. The PBA, 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 PBA.

A handwritten signature in the bottom right corner of the page, appearing to be "JMD" with a flourish.

ARTICLE XXIII

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.

*Handwritten initials/signature*

ARTICLE XXIV

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.

Handwritten signature and initials in the bottom right corner of the page.

ARTICLE XXV

TERM AND RENEWAL

This Agreement shall have a term from January 1, 1988 through December 31, 1989. If the parties have not executed a successor Agreement by December 31, 1989, 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.

Handwritten signatures in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in West Milford, New Jersey on this 6<sup>TH</sup> day of DECEMBER, 1988.<sup>9</sup>

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION LOCAL  
NO. 162

TOWNSHIP OF WEST MILFORD

By: [Signature]  
President

By: [Signature]  
Mayor

[Signature]  
PBA Negotiating Committee  
Chairman

[Signature]  
Township Manger

Witness:

[Signature]  
Secretary

Witness:

[Signature]  
Township Clerk

*[Handwritten initials]*

SCHEDULE A

SALARY SCALE

	<u>Effective 01/01/88</u>	<u>Effective 07/01/88</u>	<u>Effective 01/01/89</u>	<u>Effective 07/01/89</u>
Patrolman				
During 1st Yr. of Service	\$23,267	\$24,198	\$25,165	\$26,172
During 2nd Yr. of Service	25,203	26,211	27,260	28,350
During 3rd Yr. of Service	27,143	28,229	29,358	30,532
During 4th Yr. of Service	29,061	30,233	31,432	32,689
Fifth and Subsequent	31,302	32,554	33,856	35,210
Sergeant	\$34,436	\$35,814	\$37,246	\$38,736
<u>Detective Differential</u>				

Officers assigned to the Detective Bureau shall receive an annual salary differential of One Thousand (\$1,000.00) Dollars. One-half ( $\frac{1}{2}$ ) of said amount shall be paid on June 1 of each calendar year and shall be prorated if the Officer has not worked the entire six (6) months preceding in the Bureau and the second half shall be paid on December 1 of each calendar year and shall be prorated under the same conditions.

LETTER OF UNDERSTANDING

RE: TOWNSHIP OF WEST MILFORD - WEST MILFORD PBA LOCAL NO. 162

The purpose of this Letter of Understanding is to supplement the 1986-1987 Collective Bargaining Agreement between the above parties.

A. It is expressly understood and agreed by and between the parties hereto that one (1) PBA Officer shall be granted time off from duty without loss of pay or compensatory time to attend the regular, monthly meeting of PBA Local No. 162, not to exceed three (3) hours and it being further expressly understood and agreed by and between the parties that preference and priority for the purposes of this Letter of Understanding shall be given to those Officers listed below:

1. President
2. Recording Secretary
3. Financial Secretary
4. Treasurer
5. State Delegate
6. Vice-President
7. Sergeant-at-Arms

It is understood that the members released from duty shall be ready and available for recall to duty should the need arise.



**B. The Township agrees to:**

1. Allow one (1) coffee break per shift at home provided Employee's home is in his patrol sector and all dinner to be eaten at home on 4-12 shift based on procedures to be promulgated by the Chief of Police.

2. Negotiate with the PBA on the West Milford Police Manual prior to implementation during the life of the 1986-1987 Contract, said negotiation shall not include the impasse procedures of PERC.

3. Make every effort to notify an Employee seventy-two (72) hours before a shift change occurs. Such effort shall include a written notice and attempt to contact by phone or person.

4. The Township shall provide for each member a standard schedule based on a fixed, repeating pattern of days on and days off, together with the shifts to be worked. Such standard schedule shall be sufficient to allow the member to reasonably predict his calendar schedule for the following year. Any and all shifts worked that are not in accordance with said standard schedule are said to be off-schedule. It shall establish an official procedure whereby a uniform rotation system will be established to equitable distribute off-schedule assignments within the Department. Such assignments will continue to be made in the order of approximate reverse seniority with an annual maximum number of

A handwritten signature in black ink, appearing to be 'J.M.' followed by a stylized flourish.

seven (7) off-schedule assignments permitted each Officer. When an Officer is assigned seven (7) such changes the next senior man shall be assigned and so on throughout the Department. Once the entire list of Officers have achieved the maximum number of off-schedule assignments in any calendar year the rotation shall start over with the most junior man. The rotation starts anew each January 1 with the most junior man. This provision may be waived by the member when the schedule change is to his advantage, and nothing contained herein shall be construed as preventing the Township from seeking out a volunteer to work a particular shift. Assignment to in-service training schools in lieu of regular shifts and a bona fide transfer of an individual from one assignment to another to serve the needs of the Department is not an off-schedule assignment within this provision. A transfer of twenty-one (21) days or more is a bona fide transfer. Temporary assignments for the purpose of meeting short-term manpower shortages such as vacations and illnesses are not to be deemed transfers, and are considered schedule changes within the meaning of this provision. Special scheduling arrangements that serve the mutual needs of the Township and the member may be agreed upon without violation of this provision. "Wednesday schedule" and other arrangements as may be made to cover a member's college education or military obligations are not off schedule assignments within this provision.

6. Provide results of disciplinary investigation (internal or external) to an Officer in writing.

The PBA agrees to:

1. Investigate potential grievances of disciplinary actions taken by the Township Manager and discourage those it deems unwarranted.

