

Contract no. 1070

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

Between

**BOROUGH OF WALLINGTON**

and

**POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL 321  
(WALLINGTON POLICE DEPARTMENT)**

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**JANUARY 1, 1991 THROUGH DECEMBER 31, 1993**

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**LAW OFFICES:**

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A G R E E M E N T

THIS AGREEMENT, made this 13 day of Feb., <sup>1992</sup>~~1991~~ by and between the BOROUGH OF WALLINGTON, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer", and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 321 (WALLINGTON POLICE DEPARTMENT), hereinafter referred to as the "Association".

WHEREAS, the Employer and the Association 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: CA



ARTICLE I

PRESERVATION OF RIGHTS

The Borough of Wallington agrees that all benefits, terms, and conditions of employment relating to the status of Borough of Wallington Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the existing standards in effect at the time of the commencement of the collective negotiations between the parties leading to the execution of the Memorandum of Agreement.

Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment, applicable to any Police Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished. The issue of scheduling shall be controlled by the applicable New Jersey law and decisions of the Public Employment Relations Commission.

If agreement is reached between the parties as to any such additional issues relating to their employment, 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 or the Council President.

Any changes and modifications concerning terms and conditions of employment shall be negotiated with the majority representative before they are established. CJ



## ARTICLE II

### EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303, Public laws 1968 as amended, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the Association 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 the rights conferred by Chapter 303, Public Laws 1968 as amended, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

The Employer further agrees that it shall not discriminate against any Employee by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceedings 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.

For the purpose of this Agreement, the term "Police Officer" or "Employee" shall be defined as a full time Police Officer employed on a permanent basis, and to include the plural as well as the singular, and to include females as well as males. Special Police, appointed pursuant to N.J.S.A. 40A:14-146, are expressly excluded. CD

ARTICLE III

EXCLUSIVITY OF ASSOCIATION REPRESENTATION

The Employer agrees that it will not enter into any contract or Memorandum of Agreement with anyone but the recognized Association (PBA Local 321, Wallington Police Department) only with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of the Agreement. This Association is recognized to represent all Police Employees of all ranks except the Captain(s) and Chief of Police. Cj



ARTICLE IV

EXISTING LAW

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



ARTICLE V

ASSOCIATION RECOGNITION

The Employer recognizes PBA Local 321 (Wallington Police Department) only 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 excluded herein [Captain(s) and Chief of Police excluded].

No Employee shall be compelled to join the Association. Employees shall have the right to designate representatives within the Department and alternates for the enforcement of this Agreement provided they are members of the Wallington Police Department or their attorneys.

The Association shall furnish the Employer in writing the names of the representatives and alternates 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 representative shall be granted reasonable time during working hours to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with Employer officials. There shall be ej

no overtime or compensatory time credited under this section.  
There shall be no loss of regular compensation by virtue of an  
Employee's attendance at such meeting. ( )



ARTICLE VI

AGENCY SHOP

Section 1

Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

Section 2

The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Employer at the request of the Union under this Article. C D

ARTICLE VII

RIGHTS OF EMPLOYEES

In an effort to insure that investigations of Police personnel are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- (A) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, as determined by the Chief of Police. If any time is lost as a result of a Departmental Investigation, the member of the force shall be compensated; so long as he is exonerated of the charge.
  
- (B) The interrogation shall take place at a location designated by the Chief of Police.
  
- (C) The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
  
- (D) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall



also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

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

(F) The complete interrogations of the member of the force shall be recorded mechanically or by a stenographer, if so requested by him or the Chief. There will be no "off the record" questions unless agreed to by the parties. All recesses called during the questioning shall be recorded.

(G) If a member of the force is under arrest or if likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(H) In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel

and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force. Cg



ARTICLE VIII

SALARIES

A. The base annual salaries of all Employees covered by this Agreement shall be set forth in Appendix "A". Unless specifically provided herein, all economic benefits shall be effective January 1, 1991, and all retroactive payments shall be paid as soon after execution of this Agreement as is practicable.

B. Newly hired employees without basic police academy experience shall start at the "Academy Step" on the wage guide (Appendix A). Said new employee while in the Basic Training Police Academy shall receive the base pay rate as set forth in the Academy Step. Upon completion of the basic Police Training Academy said employee shall move to the Step designated as "Start". The new employee will be paid at the pay rate provided in the "Start" Step for the balance of the new employee's first year of employment. Upon achieving the first anniversary of initial employment the new employee shall move to "first" step and thereafter move up one step each anniversary date until maximum pay rate is reached. CJ

ARTICLE IX

WORK DAY, WORK WEEK AND OVERTIME

The normal work day tour shall include within it appropriate meals and rest periods in accordance with prior practices.

Work in excess of the Employee's basic work week, work on a scheduled day off, or eight (8) hour tour for a day is overtime.

All overtime performed by the Employees in the bargaining unit shall be compensated by the Borough of Wallington at time and one-half ( $1\frac{1}{2}$ ) the straight time hourly rate. CJ



ARTICLE X

HOURLY RATE

The sum of the Employee's yearly base salary (including longevity pay) shall be divided by two thousand eighty (2,080) hours to compute the straight time hourly rate. C)

ARTICLE XI

COURT TIME

Court time, as referred to in this Article shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies as a direct result of his official duties.

Employees required to attend any of the above shall be compensated at the overtime rate for all such time.

When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided however that such travel time shall be computed between the Employer's Police Headquarters and the pertinent Court or Administrative Body. C J




ARTICLE XII

TRAINING PAY

The Employer agrees to compensate all Employees covered by this Agreement at the time and one-half (1½) rate for attending training courses designated and authorized by the Chief. *ej*

ARTICLE XIII

RECALL

Any Employee who is called back to work after having completed his regular scheduled shift or during a scheduled day off shall be guaranteed two (2) hours of work or pay at the overtime rate. 



ARTICLE XIV

LONGEVITY

In addition to all wages and all payments, each Employee shall be entitled to a longevity payment as set forth below:

(A) 2% - After first five (5) years of service.

(B) 4% - After ten (10) years of service. *cg*

ARTICLE XV

UNIFORMS

Each new Employee shall receive from the Employer the standard uniform allowance and his weapon and his first issue of leather goods.

Thereafter, the Employer will pay each Employee during the term of this Agreement the sum of Five Hundred (\$500.00) Dollars per year as a clothing allowance. This allowance may be drawn upon by the Employee after the first day of January in each year. The current practice of submitted vouchers will continue throughout the term of this Agreement.

This payment shall be made to plainclothed as well as uniformed Employees.

If the Employer decides to change the uniform or any part thereof, it shall provide each Employee, free of charge, any such changed items.

Utilization of the above Section shall not diminish the clothing allowance set forth in this Agreement, except if a complete new uniform is issued in any calendar year.

An Employee's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged as a result of a single episode during the course of his employment, shall be replaced at the expense of the Employer. Employee must submit proof of damage to the Chief before ordering any replacements for damaged clothing or equipment (immediately after such damage to clothing or equipment occurs). *CJ*



ARTICLE XVI

PBA REPRESENTATIVES

The Employer agrees to grant the necessary time off without loss of pay to one (1) member of the Association or his alternate selected by the members of the Association as delegate to attend any State or National Convention of the New Jersey Policemen's Benevolent Association. C J

ARTICLE XVII

VACATIONS

(1) The vacation allowance shall be as set forth in this Agreement in Appendix "B".

(2) When in any calendar year the vacation or any part thereof is not granted by reason of Police activities, they shall be granted during the next succeeding year.

(3) Vacation selection shall be based on Departmental seniority rather than rank sequence. *cf*



ARTICLE XVIII

PERSONAL LEAVE

Each Employee shall have one (1) personal leave day per year. Effective January 1, 1989 each Employee shall have two (2) annual personal days. For purposes of this clause, an Employee shall not be required to advise his Superior of the reason for the personal leave day but shall be required to notify his Superior at least forty-eight (48) hours in advance of such personal leave except in cases of emergency. Selections shall be based on Departmental seniority, rather than rank sequence. C J

ARTICLE XIX

HOLIDAYS

All Employees covered by this Agreement shall receive compensatory time off representing compensation for the following twelve (12) holidays each year:

- |                          |                            |
|--------------------------|----------------------------|
| 1. New Year's Day        | 7. Labor Day               |
| 2. Washington's Birthday | 8. General Election Day    |
| 3. Good Friday           | 9. Thanksgiving Day        |
| 4. Memorial Day          | 10. Christmas Day          |
| 5. Independence Day      | 11. Easter                 |
| 6. Columbus Day          | 12. Day after Thanksgiving |

In addition to the twelve (12) days of compensatory time off as stated above, each Employee shall receive one (1) additional holiday which may be granted to any other Borough Employees from time to time.

Any compensatory time off which may be due individual Employees by virtue of this clause shall be taken only upon prior notice to the Department and be subject to the Police Department's manpower requirements pursuant to prior practices.

Each Employee covered by this Agreement shall be entitled to sell back up to six (6) holidays to the Borough and receive a cash payment in lieu of time off for said six (6) holidays. Any Employee may exercise the option stated herein provided notice of his intent to do so, including the number of holidays for which he will receive cash payment, is given to the Borough prior to February 1 of that year. Payment will thereafter be provided to each Employee no later than thirty (30) days after adoption of the Municipal Budget. *CF*



ARTICLE XX

SICK LEAVE

All Employees are entitled to receive up to fifteen (15) paid days per year for bona fide illness, injury or sickness. Said time off, up to fifteen (15) days per year, will be determined as sick leave. Sick days which are not used shall accumulate and be carried forward from year to year.

The Employee shall be required to report any sickness, illness, or injury as soon as practicable to his Commanding Officer.

Employees are required to give as much advance notice of illness, sickness, or injury to the Chief of Police as is humanly possible so as not to disrupt the normal everyday working operation of the Police Department.

Any Employee may be required by the Chief to undergo any medical examination at the Borough's sole cost and expense to determine if the Employee is in fact too ill or sick to work and further to determine, if illness or accident is involved, the length of time that the Employee will not be available for work.

All Employees may be required to present proof of any sickness, illness, or injury upon request of the Chief of Police when the Employee is out sick for more than two (2) days.

Any abuse of the within sick leave policy may cause the Employee to be subject to appropriate disciplinary action in accordance with applicable law. ( )



ARTICLE XXI

WORK-INCURRED INJURY

Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work. During the period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

The Employee shall be required to present evidence by a certificate from a responsible physician that he is unable to work. The Employer may require the said Employee to present an additional certificate from the Police Surgeon.

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 designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

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. *CG*

ARTICLE XXII

BEREAVEMENT LEAVE

All permanent full time Employees covered by this Agreement shall be entitled to leave with pay not to exceed three (3) working days upon the death of a member of his immediate family, which period shall be from the date of death to the day after the burial.

Immediate family shall include spouse, children, brothers, sisters, parents and grandparents of Employee or spouse.

Such funeral leave shall not be charged against the Employee's vacation or sick leave.

Any extension of absence under this Article, however, may at the Employee's option and with the consent of the Department head, be charged against available vacation time or be taken without pay for a reasonable period.

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 or the Chairman of the Police Committee. Cj



ARTICLE XXIII

MEDICAL BENEFITS

(A) The Employer will provide and pay for Blue Cross, Blue Shield, Rider J and Major Medical Insurance for Employees covered by this Agreement and their families. All plans presently in existence shall be maintained.

(B) All Employees who have retired after January 1, 1980 who have served for twenty-five (25) years or more shall be entitled to full medical benefits and coverages as are provided in this Article throughout retirement shall be the sole obligation of the Borough of Wallington. Retirement for the purposes of this Article, shall be defined pursuant to the Pension Statutes of the State of New Jersey.

(C) All increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

(D) The Employer shall provide a prescription program for Employees covered by this Agreement and their families which shall be based upon the One (\$1.00) Dollar co-payment schedule.

(E) The Borough shall provide The Bollinger Insurance Company Dental Program for Employees covered by this Agreement and their dependents. The Borough shall continue to provide this same Dental program at no cost to the Employee. C J



ARTICLE XXIV

INSURANCE

(A) The Employer will indemnify all Employees covered by this Agreement 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, first aid provided on or off duty, privileged occupancy and the invasion of civil rights.

(B) Employees covered by this Agreement shall, and are expected to take appropriate action in circumstances requiring first aid as Police duties, wherever and whenever said may occur. CJ

ARTICLE XXV

BULLETIN BOARD

The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

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. The present posting practice shall continue.

No matter may be posted without receiving permission of the officially designated Association representative. *CJ*

ARTICLE XXVI

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 (1) uniformed off-duty Police Officer of the Department to participate in funeral services for the said deceased Officer.

Subject to the availability of same, the Employer will permit a Department vehicle to be utilized by the member in the funeral service. CJ



ARTICLE XXVII

PERSONNEL FILES

A separate personal history file shall be established and 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.

Whenever a written complaint concerning an Officer of his actions is to be placed in his personnel file a copy shall be made available to them, 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.

All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. C D

ARTICLE XXVIII

MILITARY LEAVE

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

ARTICLE XXIX

PENSION

The Employees shall be covered under the Police and Firemen's Pension Fund for the State of New Jersey. *cy*



ARTICLE XXX

GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

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 any of the provisions of this Agreement, or any applicable rule or regulation, administrative decision or policy change.

The procedure for settlement of grievances shall be as follows:

(A) STEP ONE

In the event that any Employee covered by this Agreement has a grievance, within ten (10) days of the occurrence of the event being grieved, the Employee shall discuss it informally with his immediate Supervisor. The Supervisor shall decide the grievance within ten (10) calendar days after the grievance is first presented to him. CJ

(B) STEP TWO

If no satisfactory resolution of the grievance is reached at STEP ONE, then within ten (10) calendar days the grievance shall be presented in writing to the Chief of Police or his designee. The Chief shall render a decision within ten (10) calendar days after the grievance was first presented to him.

(C) STEP THREE

If no satisfactory resolution of the grievance is reached at STEP TWO, then within ten (10) calendar days the Association shall request the Borough Clerk to place the grievance on the Mayor and Council's agenda together with copies of all previous correspondence relating to the matter in dispute. The Mayor and Council may give the Association the opportunity to be heard and will give its decision in writing within fifteen (15) calendar days of receipt of the written grievance.

(D) STEP FOUR

If no satisfactory resolution of the grievance is reached at STEP THREE, the Employee or the Association may refer the matter to the Public *CJ*

ARTICLE XXXI

SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any provisions are so invalidated by statute, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable laws. *CF*



ARTICLE XXXII

MILEAGE ALLOWANCE

Whenever an Employee shall be required to use his personal vehicle in any job-connected capacity, he shall be entitled to an allowance of Eighteen (\$.18) Cents per mile. *CJ*

ARTICLE XXXIII

TELEPHONE

Each Employee shall be required to submit his home phone number to the Department and shall be required to report any change of home phone number.

The Department shall not release the Employee's home phone number to anyone without an express and written authorization executed by the Employee. *CJ*

ARTICLE XXXIV

HIGHER EDUCATION AND TECHNICAL TRAINING INCENTIVE PROGRAMS

Section 1. Higher Education or College Program

(A) Each Police Officer enrolled in the program must pledge that he will complete at least an Associate Degree program in a Police-related field, including, but not limited to, Criminology, Police Science, Police Administration, Criminal Justice or Public Administration. The program must be approved by the Chief of Police and the Police Commissioner. All courses of study must be at an accredited institution of higher learning.

(B) Additional compensation at the rate of Ten (\$10.00) Dollars per year shall be paid for each semester hour completed upon the award of a degree. Payment of Five (\$5.00) Dollars per year per credit shall be made prior to degree completion. Payments will be commenced January 1 of each year, but shall be disbursed after the adoption of the annual budget, for semester hours successfully completed as of September 1 of the previous calendar year. Payments for any credits less than a full degree shall be at the rate of Five (\$5.00) Dollars per year, with the balance being disbursed immediately upon completion of each degree.

(C) If an enrolled Officer fails to continue in a program for three (3) consecutive semesters without justification approved by the Chief of Police and the Commissioner of Police, all incentive payments shall be discontinued until the Police Officer enrolls again under a program which satisfies the Chief and the Commissioner of his genuine intention to continue through



completion of at least the Associate Degree.

(D) The Borough shall require submittal of each applicant's proposed program of higher education and proof of semester hours earned through college records.

(E) Upon earning an Associate or higher college degree, payment for semester hours shall continue permanently throughout the remainder of the Officer's career with the Department.

(F) Educational incentive payments made to an Officer leaving the Department within two (2) years of completing a degree shall be reimbursed to the Borough, not to exceed the previous two (2) years' payment.

Section 2. Technical Training Program

All Employees covered by this Agreement completing the following technical Police training program shall receive additional annual compensation under the terms and conditions hereinafter set forth:

(A) Acceptable programs shall include the following: Police Law, Narcotics, Community Relations, Fingerprinting, Investigative, Criminology, Police Administration, Police Photography, Riot and Civil Disturbances Control, Juvenile Procedures, Search and Seizure, Accident Investigation, First Aid, Defensive and Combat Tacts, Police Emergency Operations Command, Propane Gas Explosive Devices and Chemical Agents, Defensive Driving, Water Rescue, Breathalyzer and/or Identikit Operation, Homicide Investigation, Organized Crime, Sex Crime, Auto Theft, and such other courses as may be approved by the Chief of Police and the Commissioner of Police. C J

(B) All technical training hours credited shall be compensated at the rate of One (\$1.00) Dollar for every four (4) hours of such completed training. Payment for such completed technical training hours will be made effective as of January 1 of each year, but shall be disbursed after the adoption of the annual budget for hours successfully completed as of September 1 of the previous calendar year.

(C) No payment shall be made until the Employee has accumulated at least one hundred (100) hours of approved, completed technical training. Accumulated hours shall be computed by adding all hours for qualifying courses completed January 1, 1974.

(D) Technical training hours earned as part of a basic Police training or continuous firearms program shall not be eligible for additional compensation as provided in this Section.

(E) The cost of travel to and from the educational courses shall be reimbursed at the rate of Eighteen (\$.18) Cents per mile.

(F) Employees shall only receive incentive payment credit for credit hours for which they receive satisfactory evidence of completion (i.e. a certificate), subject to the approval of the Chief of Police and the Commissioner of Police.

(G) Employees shall be entitled to receive payment for courses pursuant to Section 2 herein on a continued basis provided that within five (5) years after completion of the course, the Employee completes a "refresher course", if available. The Employee shall only be responsible for obtaining



a "refresher course" in training programs for which such exists. Payment for any such "refresher courses" shall be in the same manner and in addition to that for which the Employee is already receiving payment, so long as such "refresher courses" are in excess of three (3) hours.

Section 3.      Additional Conditions

(A) An Employee may receive additional compensation under both the higher education and the technical training programs.

(B) The additional compensation provided under the higher education and technical training incentive programs shall not be deemed base pay for longevity purposes. *CF*



ARTICLE XXXV

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law. Cy

ARTICLE XXXVI

FACILITIES

All Police quarters shall have adequate air conditioning, heating, hot water, sanitary facilities, reasonably private locker rooms. *Cy*

ARTICLE XXXVII

MEAL ALLOWANCE

An Employee who is obligated to go outside of the Borough on official business shall receive a meal allowance of Four (\$4.00) Dollars per meal. *CD*



ARTICLE XXXVIII

PRIORITY FOR OVERTIME

Overtime will be offered to regular full time Officers first, before it is offered to any other person, and said overtime shall be offered based on Departmental seniority rather than rank sequence of a posted schedule required where each Employee indicates on the posted schedule their interest in working specific overtime days. All overtime is subject to approval of the Chief of Police or the Tour Commander. C )

ARTICLE XXXIX

OFF DUTY POLICE ACTION

Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following: Any action taken by a member of the force on his time off, which would have been taken by an Officer on active duty if present or available, shall be considered Police action, and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty. (D)

ARTICLE XL

REPLACEMENTS

In accordance with present practice no full time Employees covered by this Agreement shall be replaced by a non-Police, part-time or other personnel.

No post presently filled by a full time Employee covered by this Agreement shall be covered by any non-Police, part-time or other personnel. *cy*



ARTICLE XLI

TERM OF CONTRACT

All benefits and terms of conditions agreed upon between the parties in this Agreement shall be made as soon as practicable after the date of this Agreement. If a successor Agreement is not executed by December 31, 1993, then this Agreement shall continue in full force and effect until a successor Agreement is executed. Unless otherwise specifically provided for herein, all terms and conditions of this Agreement shall be effective January 1, 1991, and such retroactive adjustments as may be necessary shall be paid as soon after execution of this Agreement as is practicable. *cd*

IN WITNESS WHEREOF, the parties have hereto entered their hands and seals.

ATTEST:

BOROUGH OF WALLINGTON

Lorraine Klammer

Walter Kruganski

ATTEST:

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 321 (WALLINGTON POLICE DEPT.)

Stanley M. Kivalo

Donald R. Rock

Casimir S. Jozefczyk CD

APPENDIX A

SALARIES

<u>Rank</u>	<u>Eff.</u> <u>1/1/91</u>	<u>Eff.</u> <u>7/1/91</u>	<u>Eff.</u> <u>1/1/92</u>	<u>Eff.</u> <u>7/1/92</u>	<u>Eff.</u> <u>1/1/93</u>	<u>Eff.</u> <u>7/1/93</u>
<u>Academy</u> (During 1st yr. while in Basic Academy Training)	\$18,000	\$18,000	\$18,500	\$18,500	\$19,000	\$19,000
<u>Start</u> (Balance of 1st year)	\$28,101	\$29,225	\$30,394	\$31,610	\$32,874	\$34,189
First	37,222	38,710	40,259	41,869	43,544	45,286
Second	39,456	41,034	42,675	44,382	46,157	48,004
Third	41,691	43,358	45,092	46,896	48,772	50,723
Fourth (Maximum)	43,550	45,510	47,330	49,560	51,438	53,753
Sergeant	\$45,224	\$47,259	\$49,150	\$51,362	\$53,416	\$55,553
Lieutenant	46,713	\$48,815	\$50,767	\$53,052	\$55,174	\$57,657

Detectives shall receive an additional Three Hundred (\$300.00) Dollars annually which shall continue to be paid pursuant to prior practices. CA



APPENDIX B

VACATIONS

Years of Service

0 through 4 Years	-----	12 Working Days
5 through 10 Years	-----	14 Working Days
11 through 15 Years	-----	17 Working Days
15 Years and Over	-----	22 Working Days

CA.