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THIS AGREEMENT, entered into this 7th day of SEPTEMBER 1973 between the BOROUGH OF NEW MILFORD, IN THE COUNTY OF BERGEN, a municipal corporation of the State of New Jersey, hereinafter referred to as the "BOROUGH", and JAMES RITTGERS, JAMES O'SHEA, ARTHUR RAFFO, ROBERT BELL and HENRY MADSEN, the authorized committee of the Police Department of the Borough of New Milford, hereinafter referred to as the "POLICE",

W I T N E S S E T H :

WHEREAS, the parties have negotiated adjustments in salaries, compensation and other benefits for employees of the Police Department of the Borough of New Milford in accordance with Chapter 303 of the Laws of 1968; and

WHEREAS, the parties are willing to enter into a binding agreement with respect to the salaries, compensation and other benefits to be paid to the employees of the Police Department of the Borough of New Milford:

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. That the "BOROUGH" shall pay the employees of the Police Department of the Borough of New Milford the wages set forth in Schedule "A" which is attached hereto and made a part hereof, and that the same shall be paid in accordance with a salary ordinance to be adopted by the "BOROUGH" setting forth the method of payment.

2. In addition to the wages set forth herein, the "BOROUGH" agrees to provide benefits and additional compensation to the employees of the Police Department of the Borough of New

Milford in accordance with Schedule "A" attached hereto and made a part hereof.

3. That this schedule of wages and benefits shall be binding upon the parties hereto for the calendar years 1973 and 1974.

IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals the day and year first above written.

BOROUGH OF NEW MILFORD

By *Albert E. Logan*
ALBERT E. LOGAN, Mayor

ATTEST:

Frank J. Kehoe
FRANK J. J. KEHOE, Borough Clerk

James Rittgers
JAMES RITTGERS

James O'Shea
JAMES O'SHEA

Arthur Raffo
ARTHUR RAFFO

Robert Bell
ROBERT BELL

Henry Madsen
HENRY MADSEN

SCHEDULE "A"

TITLE	1973	+5%	1974
Captain	\$13,992.00	\$699.60	\$14,691.60
Lieutenant	13,292.40	664.62	13,957.02
Sergeant	12,592.80	629.64	13,222.44
Patrolman			
5 years	11,893.20	594.66	12,487.86
4 years	11,193.60	559.68	11,753.28
3 years	10,610.60	530.53	11,141.13
2 years	10,027.60	501.38	10,528.98
1 year	9,444.60	472.23	9,916.83

SCHEDULE "B"

1. Each employee of the Police Department of the Borough of New Milford shall be entitled to longevity pay at the rate of one percent (1%) for each full and uninterrupted five years of service; two percent (2%) after nine (9) years; three percent (3%) after 13 years; with a maximum of four percent (4%) after 17 years of full and uninterrupted service and over.

2. Employees of the Police Department assigned to the Detective Bureau will earn \$500.00 in addition to their base salary. Said payment shall be in lieu of any overtime pay.

3. Each employee of the Police Department will receive a clothing allowance of \$250.00 per year.

4. Patrolmen and Sergeants in the Uniform Division shall be paid overtime compensation for duty performed beyond 40 hours per week at one and one-half times the regular rate of pay, provided however, that this overtime pay does not exceed \$900.00 per year per man. Lieutenants and Captains in the Uniform Division shall be entitled to overtime compensation based on one and one-half times their regular rate of pay, provided such compensation does not exceed \$750.00 per year per man.

5. Employees of the Police Department shall receive vacations on the following basis:

Less than one year of service as of June 1st, 1973:
One day for each month of employment not to exceed
Ten days.

More than one year of service as of June 1st, 1973:
Ten days.

More than 10 years of service as of June 1st, 1973:
Fifteen days.

More than 15 years of service as of June 1st, 1973:
Twenty days.

6. Employees of the Police Department shall be allowed overtime compensation at the regular rate of pay for Court appearances provided that such appearances are required for such employee of the Police Department on his off time. Compensation for overtime duty for Court appearances shall not be deducted from the \$900.00 and \$750.00 overtime pay allowed as hereinabove set forth. Employees of the Police Department who are subpoenaed to appear in any Court proceeding shall be allowed mileage at the rate of 10¢ per mile for privately owned conveyances and \$2.50 per meal for each meal. Reimbursement shall be made upon voucher submitted by such employee of the Police Department, setting forth in detail all items for which reimbursement is sought.

7. The "BOROUGH" shall provide Hospital Service Plan of New Jersey, Blue Cross-Blue Shield coverage with "Rider J" and Major Medical coverage or the equivalent for each employee of the Police Department, and his dependents. In the event of change of insurance carriers, the "BOROUGH" will provide against interruption of coverage.

8. In the event legislation is enacted granting mandatory salary increases to policemen, and appropriating funds therefor, then this agreement may be reopened with respect to renegotiation as to salaries only.

9. Employees of the Police Department shall be entitled to the following paid holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence

Day, Labor Day, Columbus' Birthday, General Elections Day, Veteran's Day, Thanksgiving Day, and Christmas Day. There are to be no options nor are there to be six paid and six off holidays.

10. Commencing January 1, 1973, each employee of the New Milford Police Department shall be granted, in addition to the annual vacation with pay, one working day's sick leave with pay for each month from the date of his regular employment or appointment, to December 31, 1973.

Each employee of the New Milford Police Department during the year 1973, with over one year's service, shall be entitled to fifteen working days sick leave with pay. Sick leave shall be cumulative; however, no employee shall be given credit for more than thirty (30) days accumulated sick leave.

During the year 1974, each regular employee of the New Milford Police Department, with over one year service, shall be entitled to a total of fifteen (15) days regular sick leave, plus fifteen (15) additional days, provided however, that all accumulated sick leave shall not exceed forty-five (45) days.

In the event of prolonged illness, the Mayor and Council may grant special consideration to any full time employee of the New Milford Police Department, provided such illness does not exceed fifty-two (52) weeks.

The Mayor and Council may require a certificate from the physician in attendance as proof of entitlement to sick leave.

The Mayor and Council reserves the right to verify any claim for entitlement for sick leave.

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BOOK DOES
NOT CIRCULATE

I hereby certify that the attached is a true copy of the agreement
between the Borough of New Milford and the Police Department.

11-29-76
Date

Frank J. Gal
Borough Clerk
Borough of New Milford

SEAL

Bergen County

LIBRARY
Institute of Management and
Labor Relations

MAY 1 1978
RUTGERS UNIVERSITY

THIS AGREEMENT, made this 10th day of November 1975, by and between the Borough of New Milford, a municipal corporation of the State of New Jersey)hereinafter called "Borough" and the Policemen's Benevolent Association, Local 83, representing the full time police personnel of the New Milford Police Department, hereinafter called " Employees".

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. That the Borough shall pay the employees of the Police Department of the Borough of New Milford, the wages set forth in Schedule "A" which is attached hereto and made part hereof, and that the same shall be paid in accordance with the salary ordinance to be adopted by the Borough setting forth the method of payment.

2. In addition to the wages set forth herein, the Borough agrees to provide benefits and additional compensation to the employees of the Police Department of the Borough of New Milford in accordance with Schedule "B" attached hereto and made a part hereof.

3. That this schedule of wages and benefits shall be binding upon the parties hereto for the calendar year 1975.

4. The Employees recognize that the areas of responsibility must be reserved to the Borough if the governing body of the Borough is to serve the public effectively. Therefore, the right to manage the affairs of the Borough and to direct the working force and operations of the Borough, subject only to the limitations of this Agreement, and applicable State Laws, is vested in and retained by the Borough exclusively.

SCHEDULE "A"

TITLE	1975
Captain	\$16,013.84
Lieutenant	15,213.15
Sergeant	14,412.46
Patrolman:	
5th year	13,611.77
4th year	12,811.08
3rd year	12,143.83
2nd year	11,476.59
1st year	10,809.34

SCHEDULE "B"

1. Each employee of the Police Department of the Borough of New Milford shall be entitled to longevity pay at the rate of one percent (1%) for each full and uninterrupted five years of service; two percent (2%) after nine years; three percent (3%) after 13 years; with a maximum of four percent (4%) after 17 years of full and uninterrupted service and over.

2. Employees of the Police Department assigned to the Detective Bureau will earn \$500.00 in addition to their base salary. Said payment shall be in lieu of any overtime pay.

e. Each employee of the Police Department will receive a clothing allowance of \$275.00 per year.

4. Patrolmen and Sergeants in the Uniform Division shall be paid overtime compensation for duty performed beyond 40 hours per week at one and one-half times the regular rate of pay, provided however, that this overtime pay does not exceed \$900.00 per year per man. Lieutenants and Captains in the Uniform Division shall be paid overtime compensation for duty beyond 40 hours per week based on one and one-half times their regular rate of pay, provided such compensation does not exceed \$750.00 per year per man.

5. Employees of the Police Department shall receive vacations on the following basis:

Less than one year of service as of June 1st, 1975:
One day for each month of employment not to exceed 10 days.

More than one year of service as of June 1, 1957: ^{1975 JK}
Ten days. ✓

More than 10 years of service as of June 1st, 1975:
Fifteen days.

More than 15 years of service as of June 1st, 1975:
Twenty days.

6. Employees of the Police Department shall be paid overtime compensation at one and one-half times their regular rate of pay for Court appearances for the first four hours each day and regular rates of pay for each hour thereafter, provided that such appearances are required for such employees of the Police Department on his off time. Compensation for overtime duty for Court appearances shall not be deducted from the \$900.00 and \$750.00 overtime pay allowed as hereinabove set forth. Employees of the Police Department who are subpoenaed to appear in any Court proceeding shall be allowed mileage at the rate of 10¢ per mile for privately owned conveyances and \$2.50 per meal for each meal. Reimbursement shall be made upon voucher submitted by such employee of the Police Department, setting forth in detail all items for which reimbursement is sought.

7. The Borough shall provide Hospital Service Plan of New Jersey, Blue Cross-Blue Shield coverage with Rider J and Major Medical coverage, or the equivalent for each employee of the Police Department and his dependents. The Borough shall finance hospitalization coverage for retired personnel and their spouses providing basically the same form of coverage as provided for police personnel on duty in the department. This coverage for retired personnel shall apply to only those members of the force who retire subsequent to the date of this agreement. Payments for premiums shall be made upon presentation to the Borough of the insurance company's bill. In the event of change of insurance carriers, the Borough will provide against interruption of coverage.

8, Employees of the Police Department shall be entitled to the following holidays without loss of pay: New Years Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Elections Day, Veteran's Day, Thanksgiving Day and Christmas Day. At the convenience of the department, upon request filed by an employee he may be granted days off to be charged against holidays he has earned.

9. Commencing January 1, 1975, each employee of the New Milford Police Department shall be granted, in addition to the annual vacation with pay, one working day's sick leave with pay for each month from the date of his regular employment or appointment, to December 31, 1975.

Each employee of the New Milford Police Department, during the year 1975, with over one years service, shall be entitled to fifteen working days sick leave with pay. Sick leave shall be cumulative; however, no employee shall be given credit for more than forty-five (45) days accumulated sick leave.

In the event of prolonged illness, the Mayor and Council may grant special consideration to any full time employee of the New Milford Police Department, provided each illness does not exceed fifty-two (52) weeks.

The Mayor and Council may require a certificate from the physician in attendance as proof of entitlement to sick leave.

The Mayor and Council reserves the right to verify any claim for entitlement for sick leave.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized officers or representatives, on the day and year first above set forth.

ATTEST:

Frank J. Kehoe
FRANK J. J. KEHOE, Borough Clerk

BOROUGH OF NEW MILFORD

By Albert E. Logan
ALBERT E. LOGAN
Mayor.

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 83

By Pt. James P. O'Brien
President.

ATTEST:

W. P. Whiff
Secretary.

NEGOTIATING COMMITTEE:

Sergeant Robert Neef
Pt. Edward O'Brien
Leo J. V. ...
Pt. M. ...

BOROUGH OF NEW MILFORD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 75:237

OFFERED BY D. Lopez

SECONDED BY

John V. Mangano

WHEREAS, the Negotiating Committee of the Police Benevolent Association, Local 83, and the Mayor and Council have come to an agreement with regard to pay scales and fringe benefits for the calendar year 1975;

NOW, THEREFORE, BE IT RESOLVED that the agreement between the aforesaid parties dated November 10, 1975 be approved and the Mayor and Borough Clerk be authorized to execute same on the part of the Borough of New Milford.

I hereby certify that the above is a true copy of a resolution passed by the Council of the
Borough of New Milford at the meeting held on November 10 19 75

SEAL

John V. Mangano
Borough Clerk