

COPY

AGREEMENT

BETWEEN

THE TOWNSHIP OF WEST ORANGE

AND

NEW JERSEY STATE  
POLICEMEN'S BENEVOLENT ASSOCIATION

WEST ORANGE LOCAL NO. 25

EFFECTIVE: JANUARY 1, 2002 THROUGH DECEMBER 31, 2005

Prepared by:

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AGREEMENT

This AGREEMENT is made this 22<sup>nd</sup> day of July, 2005, by and between the TOWNSHIP OF WEST ORANGE (hereinafter referred to as the "Township" or "Employer") and the NEW JERSEY STATE POLICEMEN BENEVOLENT ASSOCIATION WEST ORANGE LOCAL NO. 25 (hereinafter referred to as the "PBA").

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the Employees of the Employer recognized as being represented by the PBA as follows:

## **ARTICLE I. RECOGNITION**

The Employer hereby recognized the aforementioned PBA as the exclusive representative of all of its police officers below the rank of Sergeant in its Police Department.

## **ARTICLE II. MANAGEMENT RIGHTS**

The PBA recognized that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement is retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

### **ARTICLE III. RETENTION OF BENEFITS**

Except as otherwise provided herein, all rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in said Agreement as if set forth herein at length.

#### ARTICLE IV. PBA SECURITY

Section 1. The President and State Delegate of the PBA shall have the right to attend regular monthly state, local and county PBA meetings without loss of pay or time off, manpower needs of the Department permitting.

Section 2. No Member shall be ordered or required to handle dead, diseased or injured animals, except in the event of imminent danger to members of the public.

Section 3. A representative of the PBA, usually the President, designated by the PBA, shall be assigned to a steady day tour, which day tour will be Monday through Friday during the term of this Agreement or any extension of the same.

**ARTICLE V. RETIREMENT**

Members shall retain all pension rights under New Jersey law and ordinances of the Township of West Orange.



**ARTICLE VI. EXTRA CONTRACT AGREEMENT**

The Township agrees not to enter into any other agreement or contract with its Members who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

**ARTICLE VII. WORK WEEK OVERTIME**

Section 1. If a Member is required to work longer than his normal tour of duty, he shall be entitled to overtime at the rate of time and one-half his regular pay, in cash or in time back at the rate of time and one-half, at the option of the Employee.

Section 2. In construing overtime, a Member must work thirty (30) minutes before he is entitled to receive overtime compensation. Once a Member has worked thirty (30) minutes, he shall then be paid or receive credit at the rate of time and one half for all overtime worked, commencing with the thirty-first (31<sup>st</sup>) minute on a fifteen (15) minute basis, which election shall be at the option of the Employee. The overtime formula will be the same for all ranks.

Section 3. During the term of the within Collective Bargaining Agreement and any extensions thereof, there shall be a distinction between Detectives. More particularly, the distinction shall be one of a Line Detective as opposed to that of any Administrative Detective. Line Detectives and Administrative Detectives, respectively, shall receive annual stipends in the following amounts:

<u>Year</u>	<u>Line Detective Stipend</u>	<u>Administrative Detective Stipend</u>
2002	\$ 850	\$425
2003	\$ 900	\$450
2004	\$ 950	\$475
2005	\$1,000	\$500

The stipends for both Line Detectives and Administrative Detectives shall be paid in twenty-six (26) equal payments during any period of the within Agreement, and continue thereafter during any period of extension, the distinction between Line Detective and Administrative Detective shall be defined by the Police Director.

Section 4. If a Member of the collective bargaining unit is called to duty from off duty, he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at time and one-half his regular rate of pay.

Section 5. The work schedule for all Members of the bargaining unit shall consist of four (4) eight (8) hour and fifteen (15) minute days on duty followed by two (2) days off duty. The fifteen (15) minutes referred to in the previous sentence is to be considered lineup time. Additionally, there are to be five (5) training days per year per person working a four (4) and two (2) shift. Excluded from the provisions of this section are those serving in a plain clothes capacity, Tour Commanders, Division Commanders, Safe and Clean Street personnel, those assigned to the Traffic Bureau and other specialized units.

Section 6. Those not working the four (4) and two (2) shift shall receive one (1) day per calendar month in addition to the other leave, which day shall be at the discretion of the Director; provided, however, all such days are not cumulative and may only be carried into the following calendar year with the written permission of the Mayor.

Section 7. Seniority days will be eliminated for all Members hired after 1/1/96.

### **ARTICLE VIII. VACATIONS**

The present vacation entitlement shall be maintained for the duration of this Agreement.

**ARTICLE IX. HOLIDAYS**

Section 1. The following holidays shall be recognized.

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Easter Sunday  
Memorial Day  
Independence Day  
Labor Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Day

Section 2. Current pay practices with reference to holidays shall be continued for the lifetime of this Agreement.

**ARTICLE X. INJURY LEAVE**

Injury leave shall be in accordance with the current practice, with the right of both the Employer and the PBA to recommend changes, additions or deletions.

## ARTICLE XI. SICK LEAVE

Present practice concerning sick leave entitlement shall be maintained as per the 1972 revised General Ordinances of the Township of West Orange as amended and supplemented.

- A. July 1, 1985: 10% of every sick day in excess of \$12,000.
- B. July 1, 1986: 15% of every sick day in excess of \$12,000.
- C. Sick days converted to sick hours.

## **ARTICLE XII. EXCHANGE OF DAYS OFF**

The Police Chief or designated representative, at his discretion, may grant the request of any Member of the collective bargaining unit to exchange days off with another Member. Upon request, the Chief of Police, at his discretion, may grant changes in tours of duty. In the absence of the Chief of Police and in cases of extreme emergencies, the Division Commander in charge may grant time off.



**ARTICLE XIII. CLOTHING ALLOWANCE**

Section 1. Each Member of the bargaining unit shall receive an annual cash sum in the amounts set forth below, representing the allowance for purchase and/or maintenance of his clothing:

<u>Year</u>	<u>Annual Clothing Allowance</u>
2002	\$650
2003	\$700
2004	\$750
2005	\$800

Section 2. The daily mode of dress shall be at the Division Commander's discretion, consistent with weather conditions; provided, however, Members shall be permitted to remove the uniform hats while in headquarters and radio cars.

#### **ARTICLE XIV. PERSONAL LEAVE**

Each Officer in the bargaining unit shall be entitled to three (3) leave days each year without deduction from any other leave time permitted. The Officer shall notify the Director or his designee at least three (3) days in advance, except in cases of extreme emergency, where the Director or his designee, in his discretion which shall be reasonably exercised, determines that he has sufficient manpower to normally operate the Department and such leave will not cause or contribute to overtime. Personal leave shall not be added to nor supplement an Officer's vacation time.

**ARTICLE XV. MILITARY LEAVE**

Military leave shall be granted pursuant to state and federal laws and New Jersey Department of Personnel regulations.

## ARTICLE XVI. GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure shall be to settle all grievances between the Township and the PBA and Members as quickly as possible, so as to assure efficiency and promote membership morale.

2. A grievance is defined as an alleged violation of this Agreement or an alleged improper decision. It shall not include disciplinary decisions appealable to the Civil Service Commission.

3. An aggrieved Employee shall institute action under the provision hereof within fifteen (15) calendar days of the occurrence complained of, failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance.

4. All grievances shall be processed as follows:

A. Grievances shall be discussed with the Members involved and the PBA representative, with the Director of the Department or any representative designated by him. An answer shall be made to the PBA within five (5) calendar days by the Director or his designated representative.

B. If the grievance is not settled through Step A above, the same shall be reduced to writing by the PBA and submitted to the Mayor or his designated representative. The answer to such grievance shall be given in writing, a copy sent to the PBA, within ten (10) days of submission.

C. If the grievance is not settled through steps A and B above, the PBA shall have the right to submit the dispute to arbitration, pursuant to the rules and regulations of the New Jersey State Board of Mediation. The arbitrators shall have full power to hear the dispute and make a final determination, which shall be binding on all parties. The cost of the arbitration shall be borne by the Township and the PBA equally.

5. Charges or complaints against Employees shall be processed as follows:

A. Charges or complaints against any member of the Police Department may be investigated by the Director or his designee. The Director may dismiss the matter or determine that formal charges shall be issued, and he shall hear the matter.

B. In the event of a formal hearing before the Director, the Officer will be notified in writing of the hearing date, charges, complainant's name and the names of all witnesses. A stenographic record of the hearing may be taken with costs to be paid jointly by the parties.

C. In the event of an adverse decision, an Officer, only with the consent and approval of the Executive Board of the PBA, may appeal the matter to the Mayor, where a hearing on the record shall be had; provided, however, that if the Officer may appeal to the Civil Service Commission, there shall be no appeal to the Mayor.

**ARTICLE XVII. QUALIFICATION OF EMPLOYMENT**

It shall be the intent of the Township to maintain or increase the standards for entrance to the Department.

**ARTICLE XVIII. COMMENDATION**

Members shall be permitted to wear PBA commendation insignias on their uniforms.

The PBA Award Committee shall be recognized by the Township Council.

## ARTICLE XIX. EQUIPMENT

The Township shall not require Employees to operate any motor vehicles that are not in safe operating conditions nor equipped with the safety appliances prescribed by law or regulations.

It shall not be a violation of this Agreement, nor any statute, rule or regulation for any Employee to refuse to operate such vehicles unless such refusal is patently unjustified.



**ARTICLE XX. BASE SALARY**

1. Retroactive to January 1, 2002, the wages and increment steps for Members of the bargaining unit shall be as follows:

Police Officers	Min.	1	2	3	4	5	Max.
1/1/02 (3.9%)	39,078	43,375	47,672	51,970	56,267	60,564	64,864
1/1/03 (3.8%)	40,563	45,023	49,483	53,945	58,405	62,865	67,329
1/1/04 (3.9%)	42,145	46,779	51,413	56,049	60,683	65,317	69,955
1/1/05 (3.8%)	43,746	48,557	53,367	58,179	62,989	67,799	72,613

2. New Police Officers hired after January 1, 1998, will stay at base training step. Upon graduation from the Academy, the Officers will move to the minimum step.

Base Training Step

1/1/02	31,790
1/1/03	32,988
1/1/04	34,285
1/1/05	35,588

3. The Union agrees that effective in 1996 and thereafter, the Township has the option of changing to a bi-weekly payroll.

## **ARTICLE XXI. HEALTH BENEFITS**

The Township shall continue to provide a prescription plan for all Members of the bargaining unit, providing benefits no less than currently in effect. The co-payment for the prescription plan shall be \$3.00 generic/\$6.00 name brand. The above co-payment shall be increased to \$5.00 generic/\$12.00 name brand effective June 1, 2003.

All Employees hired after January 1, 1996 who wish to participate in the dental and/or prescription plans provided by the Township will contribute fifty percent (50%) of the yearly premium cost, which is to be withdrawn from the Member's pay in equal payroll deductions.

If the Township self-insures these benefits, the participation fee shall be based on experience rate.

The Township shall pass the necessary resolution to the State Health Benefits Plan for participation in paid hospitalization for eligible retired Members per rules and regulations of the State Health Benefits Plan to be effective January 1, 1989.

## ARTICLE XXII. COURT TIME

Section 1. Members of the PBA shall receive time and one-half their regular straight time rate of pay for all time spent as a witness, and not as a party, in all criminal courts, municipal courts and administrative agencies, when attendance is in addition to their normal tour of duty. Members shall receive a minimum of two (2) hours, effective May 1, 1985.

Section 2. When Members are required to use their personal vehicles to attend as a witness, and not as a party, any court or administrative agency, with the exception of municipal court, he shall receive 15¢ per mile reimbursement.

Section 3. Members who attend as a witness, and not as a party, any court or administrative agency, with the exception of municipal court, shall receive \$3.50 lunch and \$1.25 parking allowance.

Section 4. Members who are required to attend jury duty on a regularly scheduled work day shall not be required to work their regularly scheduled shift, but shall be paid at their regular straight time rate of pay for the scheduled shift hours. Nothing in this provision shall be construed to require the Township to pay Officers for attending jury duty on days that they are not scheduled to work.

### **ARTICLE XXIII. SCHOOLING**

All Members of the Police Department who are or become matriculated in a recognized police-related college program will be paid by the Township an additional salary subject to the ordinance now in effect, with the following changes: number of credits as of June 30, additional salary payable in August. Participants under this Article are to provide annual certified transcripts from the recognized college or certified letters of matriculation from said institution.

## ARTICLE XXIV. MISCELLANEOUS

Section 1. All Members shall be made aware of any formal charges concerning him. He shall have the right to remain silent until he consults with an attorney of the PBA.

Section 2. The Township will supply a locker for each Member for his own use, when space is available.

Section 3. Members shall not be suspended or suffer any loss in benefits until after the Member has had a departmental hearing and has been found guilty, except in cases of severe nature when the Director or Superior Officer In Charge deems the suspension of the Member of immediate necessity for the safety of the public or the welfare of the Department. The Director or Superior Officer In Charge shall immediately submit a report, explaining such action to his superior and the Mayor.

Section 4. Police Officers shall not be required to operate fire apparatus nor shall any Member be required to perform firefighter functions or duties or act as a firefighter. Police Officers shall not be required to control disorders by the use of hose streams, emergencies presently handled shall be maintained.

Section 5. Police Officers may not be required to operate, ride on or assist with the operation of any ambulance, except for the police ambulance or when a fire emergency exists or whenever the Police Director, at his discretion, determines an emergency exists. A Police Officer will assist the Fire Department ambulance after 6 p.m., per the existing practice.

Section 6. It will be the intent of the Township to provide adequate radio communication for dismounted functions whenever such equipment is available.

Section 7. The PAL Director shall be granted time off to perform PAL duties, Department manpower permitting, at the discretion of the Police Director.

Section 8. Longevity changes occurring after January 1, 1995 will become effective the first (1<sup>st</sup>) of the month following the Member's anniversary date of hire.

Section 9. Pursuant to NJSA 40A:14-155, the Township shall provide necessary means for the defense for an officer in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in furtherance of the Officer's official duties. Notwithstanding the previous sentence, the Township will not provide necessary means for the defense of an officer in a disciplinary proceeding instituted against the Officer by the Township, or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on complaint of the Township shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

As permitted under NJSA 59:10-4, the Township, will in its sole discretion, such discretion to be reasonably exercised, indemnify an Officer for damages resulting from a lawsuit that is based on the Officer's acts or omissions relating to law enforcement duties and occurring within the scope of his/her employment.

## ARTICLE XXV. NEGOTIATION PROCEDURE

1. The parties agree to enter into collective negotiations over a successor collective bargaining agreement in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of the Township Employees included in Article I. Such negotiations shall begin not later than September 15 of the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all Employees included in Article I and shall be reduced to writing, signed by authorized representatives of the Township of West Orange and the Members of the West Orange PBA.

2. The Township agrees that there shall be no change in the terms and conditions of employment during the lifetime of this Agreement, except through negotiations between the parties.

3. Whenever any representative of the PBA or any Member is mutually scheduled by the parties to participate during the Member's scheduled working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay or other fringe benefits.

## **ARTICLE XXVI. SAVINGS CLAUSE**

In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.



**ARTICLE XXVII. DURATION OF AGREEMENT**

This Agreement shall become effective January 1, 2002 and shall terminate on December 31, 2005. All provisions contained herein shall be retroactive to the effective date of this Agreement, unless otherwise provided herein. This Agreement shall remain in effect until a new agreement is negotiated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or have caused these presents to be signed by their corporate officers and their corporate seals affixed hereto as of this 22 day of July, 2005.

ATTEST:

Jo Ann Behar  
Deputy Clerk

ATTEST:

Brian J. Leskani

TOWNSHIP OF WEST ORANGE

By: John F. McKeon  
John F. McKeon, Mayor

NEW JERSEY STATE PBA  
WEST ORANGE LOCAL #25

By: Robert Verzi  
Robert Verzi, President