
AGREEMENT

Between

TOWNSHIP OF IRVINGTON

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 29

JANUARY 1, 2003 through DECEMBER 31, 2005

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THIS AGREEMENT, made and entered into this ____ day of _____ 2005, by and between the Township of Irvington, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and the New Jersey State Policemen's Benevolent Association, Local No. 29 (Irvington PBA), hereinafter referred to as the "PBA".

WITNESSETH THAT:

Whereas, the Township and the PBA, as the exclusive majority representative of Patrolmen hereinafter designated pursuant to the provisions of N.J.S.A. 34:13A-1 et seq., as amended, have an obligation to engage in collective negotiations.

NOW, THEREFORE, for and in consideration of the following mutual covenants.

IT IS HEREBY EXPRESSLY UNDERSTOOD BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I
RECOGNITION

1. Pursuant to N.J.S.A. 34:13A-1, as amended, the Township recognizes the PBA as the majority representative and thereby as the exclusive representative of collective negotiations concerning the terms and conditions of employment as permitted by law of all the full time regularly employed employees of the Township in the following designated positions:

Police Officers

but excluding:

Superior Officers (Sergeants, Lieutenants, Captains, Deputy Chiefs, the Chief and the Director), and all other employees (including in such exclusion confidential, craft and clerical employees).

2. Unless otherwise indicated, the terms "employee" or "employees", "officers", or "police officers", when used in this Agreement refer only to those persons represented by the PBA in the above defined negotiating unit.

ARTICLE II
EMPLOYEE RIGHTS

The parties hereto agree that in order to ensure that individual rights of Police Officers are not violated, the following provision shall be applied:

1. A Police Officer shall be entitled to PBA representation at each and every step of the grievance procedure set forth in this Agreement.
2. A Police Officer shall be entitled to PBA representation at each stage of any disciplinary proceeding instituted by the Town.
3. No Police Officers shall be requested to sign a guilty plea to a specific charge unless given the opportunity to consult with a PBA representative.
4. In the event that recording devices are utilized during a disciplinary proceeding, the person charged shall have notice of said recordation and shall receive a transcript if, in fact, a transcript is prepared.
5. In the event of any critical incident, two (2) officers of the executive board of the PBA shall be excused from duty to assist an officer or officers without loss of pay.

ARTICLE III

UNION SECURITY

1. The Township agrees to continue to permit the exclusive lawful use by the PBA of the existing PBA Bulletin Board in the muster room. The PBA agrees that it will not post material which may be profane or derogatory to any individual or constitute election campaign material. All bulletins or notices shall be signed by the Local PBA President or duly authorized PBA officers. Any material which the Township alleges to have been posted in violation of this Agreement shall be removed and promptly referred to the grievance procedure for resolution.
2. A PBA representative shall be permitted to meet and confer with employees for PBA business at reasonable times during working hours without any loss of pay, provided, however, that such shall not interfere with work duties or work performance, as determined by the Chief or that Officer designated to be responsible during the Chief's absence.
3. The State PBA Delegate shall be granted employee organization leave without loss of pay for attendance at monthly and specially called statewide meetings and county meetings.
4. Employee organization leave without loss of pay not to exceed five (5) calendar days shall be granted for attendance at and travel to the Annual PBA Convention, provided, however, that the number of delegates shall be limited to four (4) which number shall include the President. Additionally, leave without loss of pay not to exceed five (5) calendar days shall be granted for attendance at and travel to the Annual PBA Mini-Convention, provided, however, that the number of delegates shall be limited to two (2) which number shall include the PBA State delegate.
5. The PBA Negotiating Committee consisting of not more than five (5) officers shall be granted employee organization leave without loss of pay for contract negotiation sessions.
6. Under special circumstances and upon advance request, additional employee organization leave for additional conferences may be approved and granted by the Chief in his discretion.
7. The PBA President or his designee shall be granted time off from duty and shall suffer no loss of pay for all meetings between the Township and the PBA for the purpose of processing grievances, when such meetings take place at a time during which such PBA representative is scheduled to be on duty.

8. The PBA agrees that every effort will be made to schedule meetings so as to minimize the number of employees granted time off from duty.

9. The Township agrees to deduct monthly PBA membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the Township and the PBA and consistent with applicable law. The amounts to be deducted shall be certified to the Township by the Treasurer of the PBA, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the PBA.

Any written designation by an employee covered by this Agreement to terminate dues deductions must be received in writing by the Township and the PBA, and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which such notice of withdrawal is filed.

10. Any employee who is not a member of the Union shall pay a representation fee in lieu of dues for services rendered by the Union. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law, and shall be paid in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members, less the cost of benefits financed through the dues, fees, and assessments and available to or benefitting only its members, but in no event shall such representation fee exceed eighty-five percent (85%) of the regular membership dues and assessments.

The Union agrees to indemnify and save the Township harmless from any damages or expenses, including reasonable attorneys' fees, which may be incurred by the Township as the result of claims made by any employee relating to this Paragraph and any payroll deductions made hereunder, provided that the Township gives the Union timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Paragraph.

11. The PBA shall be allowed to use an available room in Police Headquarters for committee meetings at no cost to the PBA, subject to the availability of said room.

12. Dues deductions for PBA members shall be submitted to the PBA no later than the fifteenth (15th) day of the month following collection by the Township.

13. The PBA shall be provided with a telephone number by the Township exclusively for the use of the PBA.

14. Two (2) officers designated by the PBA shall be allowed to attend labor seminars yearly up to a limit of four (4) days each without loss of pay or time.

ARTICLE IV

WORK RULES

1. Any new rules or modifications of present rules affecting working conditions or terms of employment shall be negotiated with the PBA prior to establishment in accordance with N.J.S.A. 34:13A-1.

2. The Township and PBA shall negotiate new rules for sick leave within ninety (90) days of the execution of the Memorandum of Agreement on May 7, 1996. If said rules are not resolved within that time period the issue may be submitted to binding arbitration.

ARTICLE V

NON-DISCRIMINATION

1. The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, or to political affiliation. Both the Township and the PBA shall bear the responsibility for complying with this provision of the Agreement.
2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees, where appropriate.
3. The Township and the PBA agree not to interfere with the rights of employees to become or refuse to become members of the PBA.

ARTICLE VI
GRIEVANCE PROCEDURE

1. **Definition**

A "Grievance" within the meaning of the grievance procedure shall be defined as a claim by any employee covered by this Agreement that as to him there has been a misinterpretation, misapplication, or an alleged violation of policies or administrative decisions affecting terms and conditions of employment or of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated within fifteen (15) working days from the time the employee knew or should have known of its occurrence.

2. **Procedure**

- (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at the step.
- (b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.

STEP ONE

The grievance shall be taken up first with the immediate supervisor involved, in an attempt to resolve the matter informally at that level.

STEP TWO

If, at Step One, the matter is not resolved within five (5) calendar days, it shall be discussed by the employee affected and a member of the PBA Grievance Committee with the unit/shift commander in an effort to resolve the matter informally at that level.

STEP THREE

If, at Step Two, the matter is not resolved within ten (10) calendar days, it shall within an additional ten (10) calendar days be set forth in writing to the Chief specifying in detail the nature of the grievance.

STEP FOUR

If, at Step Three, the matter is not resolved within five (5) calendar days, it shall, within an additional ten (10) calendar days be set forth in writing to the Director specifying in detail the nature of the grievance. Should no acceptable agreement be reached with ten (10) calendar days after the receipt of the written grievance by the Director, the matter may be referred to arbitration as set forth below, by the Town, or the PBA only. If the aggrieved is a permanent employee he may, in lieu of the arbitration, elect to pursue all remedies afforded by the provisions of the Civil Service Act.

STEP FIVE

In lieu of submitting the grievance to the Civil Service Commission, resort may be had to the remedies in this Step, provided, however, that such action must be initiated within thirty (30) calendar days of the time the answer was received or considered due on Step Four. The appeal must be made in writing reciting the matter submitted to the Director as specified above. Dismissal of or failure to continue the employment of a probationary employee shall not be deemed grievable or arbitrable, nor shall any matter be deemed grievable or arbitrable where the ultimate decision must be made by an agency having exclusive jurisdiction over the issue, as for example, a determination by the Board of Trustees of the New Jersey Police and Firemen's Retirement System as to disability. Only claims involving solely the misinterpretation, misapplication or violation of specific provision of this Agreement may be referred to arbitration.

The following procedure will be used to secure the services of an arbitrator:

- (a) A request will be made to the Public Employment Relations Commission to submit to the parties a roster of persons qualified to function as an arbitrator in the dispute in question for the selection of an arbitrator in accordance with its rules and regulations;
- (b) The rules and procedures of the Public Employment Relations Commission shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and set forth his or her findings of fact, reasoning and conclusions

on the issues submitted. The decision of the arbitrator shall be binding. The arbitrator shall be without power or authority to make any decision which requires the Commission of an act prohibited by law or which is in violation of the terms of this Agreement; and except as may be required in order to achieve a result consistent with relevant statutes, decisions and regulations. He or she shall have no power to add to or subtract from or modify any of the terms of the Agreement, nor to establish a wage rate, nor shall he or she in any case have power to rule on any issue or dispute accepted from the definition of a grievance as contained in this Article or accepted from this grievance procedure by any other provision of this Agreement.

- (c) The Township and the PBA shall assure the employee freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.
- (d) Costs:
 - (i) Each party will bear the total cost incurred by themselves;
 - (ii) The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally.
- (e) The right to request arbitration shall be limited to the parties to this Agreement, and either party may demand arbitration.

ARTICLE VII

SENIORITY

1. Seniority shall be determined according to the date of employment as a Police Officer in the Department. In the event the employment of more than one Officer occurs on the same date, then the position on the Civil Service list from which the member was originally appointed will govern the order of seniority.

2. Seniority shall be lost if an employee is discharged or resigns. Seniority shall not be lost by reason of sick leave, military leaves which do not exceed four (4) years, or other approved leaves of absence which do not exceed one (1) year.

3. The Township agrees to provide the PBA with a seniority list and to update such list annually.

ARTICLE VIII

COURT TIME

Whenever an Officer is ordered or subpoenaed in connection with the performance of his duties to appear at any judicial or administrative proceeding, including civil court, on his off-duty time, the Township shall compensate the Officer for the greater of three (3) hours straight time or time and one-half for all hours worked in connection with the appearance at such proceeding.

ARTICLE IX

HOURS OF WORK AND OVERTIME

Section 1

The existing practices governing the work day and work week shall continue until and including December 31, 2003, except that an Officer's tour shall not be changed on less than five (5) days notice except when the need for such change could not reasonably have been foreseen. The prior 4-2 work schedule was three main tours: Tour #1 starting between 22:30 and 02:30 hours; Tour #2 starting between 06:30 and 10:30 hours and Tour #3 starting between 14:30 and 18:30 hours. An officer cannot be assigned to more than one tour per week; the exceptions to this are: An Officer who volunteers to waive this right under this clause, bonafide training or other events requiring change when the need for such change could not have been reasonably foreseen.

Section 2

The existing practices governing overtime and compensation therefore shall continue during the term of this Agreement except as follows:

1. Payment at the rate of time and one-half (1½) shall be made whenever a training officer is required to work beyond the normal tour of duty.
2. Whenever an Officer is recalled to duty after having completed his regular tour, he shall receive the greater of three (3) hours straight time pay or time and one-half pay for all time worked. This provision as to call-in time shall not apply where an Officer is called to report early for his regular shift. Nor shall this provision as to call-in time apply to those instances where an Officer is called in to make or complete reports on his off-duty time. The Township, however, agrees to make every reasonable effort to provide forms in such manner as to minimize the occurrence of such instances.
3. Not more than two (2) Departmental Meetings will be held each year. As heretofore, no additional compensation will be paid therefore.
4. In lieu of the day after Thanksgiving as a holiday, each employee shall be credited annually with 8.5 hours of compensatory time.
5. Each employee shall be permitted to accumulate up to 200 hours of compensatory time on the books, exclusive of compensatory time provided by Section 3 and 4 of this Article IX, and by Article XIV, Section 2 and 4.

6. Compensatory time granted under this Agreement shall be taken in accordance with the existing practices subject, however, to manpower requirements of the Department determined by the Chief and/or Director.

7. In the event that an officer receives Emergency Time Due (ETD) and does not have sufficient accumulated time to cover the ETD he will have five (5) working days (his) to notify administration how to adjust the deficit (vacation time, etc.) confirmed by signature. If the officer refuses to allow use of an accumulated source, the time out of work may be determined to be unpaid in the discretion of the Chief of Police.

Section 3

1. Work Schedules

(a) Effective January 1, 2004, the parties agree to the implementation of a trial work schedule. The Patrol Division schedule shall be a 4/4 schedule that amounts to 2080 hours worked per year (hours worked, if any, over 2080 shall be paid at premium rate). Patrol Officers shall work four (4) consecutive days at eleven and one-quarter (11.25) hours on-duty, followed by four (4) consecutive days off-duty. In addition, to the daily work schedule, Patrol Officers will also be required to provide four (4) eight (8) hour training days per year. The training time shall be outside of the 4-4 work schedule set forth above shall be designated at the Police Director's discretion. Training time shall not be compensated as overtime or compensatory time.

(b) Non-patrol officers shall work a 4/3 schedule consisting of four (4) ten (10) hour days with three (3) days off-duty.

(c) All accrued time, which shall include vacation time, compensatory time, personal time and any other time applicable under the collective bargaining agreement, shall be converted to hours and then modified as per the 4-4 schedule or the 4-3 schedule.

(d) The trial period shall be eighteen (18) months to commence upon the implementation of the 4/4 and 4/3 schedules. The parties agree that Robert M. Glasson shall serve as interest arbitrator to resolve any dispute concerning the continuation of the new work schedules following the completion of the eighteen (18) month trial period. Any and all issues related to the continuation of the new work schedule beyond the trial period shall be submitted to Arbitrator Glasson no earlier than twelve (12) months prior to the expiration of the trial period. The schedule shall remain the status quo pending a written decision by Arbitrator Glasson. The schedule shall revert to the 4/2 and 5/2 schedule if the 4/4 and 4/3 schedule is discontinued by Arbitrator Glasson.

(e) The parties agree that factors to be considered by the Arbitrator shall include, but shall not be limited to, any increase in overtime or sick time that is attributable to the 4/4 schedule, crime rate reduction statistics, sick leave abuse and administrative problems that are due to the schedule change. Additionally, the parties agree to meet on a monthly basis to review the status of the 4/4 schedule and to address any increases in overtime, sick time, sick leave abuse and other issues raised by the parties. Failure of any party to correct an issue addressed during the monthly review sessions shall also be a factor considered by the arbitrator at the completion of the trial period.

(f) Upon successful completion of the trial period, the then current work schedule shall remain in effect until either the negotiation of a new work schedule or the issuance of an interest arbitration award modifying the schedules. The new work schedule shall be implemented consistent with current PERC and judicial case law.

(g) As set forth in Section 1 of this Article an employee's tour shall not be changed on less than five (5) days notice except when the need for such change could not reasonably have been foreseen. An employee cannot be assigned to more than one (1) tour per week; the exceptions to this are: an employee who volunteers to waive this right under this clause, for bonafide training or other events requiring change when the need for such change could not have been reasonably foreseen.

2. No officer shall work any "jobs-in-blue" assignment which will consume more than six (6) hours on a day on which he/she is assigned to a regularly scheduled police assignment/shift.

3. Conversion of "Contractual Days" and other leave time

- Vacation Days: All vacation days shall be converted to hours based on a 11.25 hour day. For example, an officer who has twenty-nine (29) 8.5 hour working days vacation shall have those days converted to 21.9 days ($29 \times 8.5 = 246.5$ hours/ $11.25 = 21.9$ days).
- The compensatory time set forth in Article IX, Section 2 (4) and (5) and Article XV, paragraph 2, shall be converted to 8.5 hours per day.
- Current leave bank accumulation shall remain unchanged. All time accumulated after the implementation of the four-four (4/4) and four-three (4/3) schedules shall be based on a 11.25 hour day.

ARTICLE X

SALARIES

1. The annual salaries for Police Officers shall be as follows:

	JANUARY 1, 2003	JANUARY 1, 2004	JANUARY 1, 2005
STEP 1 (A) Start of Academy (B) Upon PTC Certification to end of first 12 months	\$31,729.00 \$37,271.00	\$32,680.00 \$38,389.00	\$33,661.00 \$39,541.00
STEP 2 From End Of First Year To End Of Second Year	\$45,030.00	\$46,380.00	\$47,771.00
STEP 3 From End Of Second Year To End of Third Year	\$51,681.00	\$53,232.00	\$54,829.00
STEP 4 From End Of Third Year To End of Fourth Year	\$58,332.00	\$60,082.00	\$61,884.00
STEP 5 From End Of Fourth Year To End Of Fifth Year	\$64,983.00	\$66,932.00	\$68,940.00
STEP 6 Start of Sixth year	\$69,636.00	\$71,725.00	\$73,877.00

2. Salaries shall be paid by dividing annual salary by the number of pay periods (14 day intervals) in accordance with past practice.

3. (A) The Gross Annual Salary for an officer shall be the Annual

Salary as listed in Section 1 of this **ARTICLE X** plus longevity and detective allowance, if applicable, plus eleven (11) paid holidays as provided in Section 3 of **ARTICLE XV** of this agreement and other allowances or entitlements.

- The Biweekly Pay shall be determined by dividing the Gross Annual Salary by twenty-six (26).
- The Daily Pay shall be determined by dividing the Biweekly Salary by ten (10).
- The Hourly Rate shall be determined by dividing the Daily Salary by eight (8).

4. In addition to their regular base salary a Police Officer serving as a Detective shall receive an additional \$900.00 per annum.

5. Police Officers assigned to the Canine Squad shall receive *One Hundred Fifty Dollars (\$150.00)* per month as reimbursement for the expenses incurred in the maintenance of the canines.

ARTICLE XI

LONGEVITY

1. As heretofore, all Police Officers shall receive, in addition to base pay scale, a payment for years of faithful service rendered, an amount equal to the following:

- (a) Over five (5) years service but less than ten (10) years service, an amount equal to two percent (2%) of the yearly base pay.
- (b) Over ten (10) years service but less than fifteen (15) years service, an amount equal to four percent (4%) of the yearly base pay.
- (c) Over fifteen (15) years service but less than twenty (20) years service, an amount equal to six percent (6%) of the yearly base pay.
- (d) Over twenty (20) years service but less than twenty-four (24) years service, an amount equal to eight percent (8%) of the yearly base pay.
- (e) Over twenty-four (24) years service an amount equal to ten percent (10%) of the yearly base pay.

ARTICLE XII
UNIFORMS AND EQUIPMENT

Section 1

If the Township institutes or mandates any change(s) in uniform or equipment, the Township shall bear the initial cost of such change(s) for the Officers affected thereby.

Section 2

Subject to approval of the Chief, officers shall be allowed to carry an off-duty weapon other than a service weapon. The officer must qualify with the weapon regularly in accordance with the department rules and regulations for service weapons. Ammunition for that weapon shall be paid for by the individual officer if the weapon is not a .40 caliber handgun.

ARTICLE XIII

VACATIONS

1. During the term of this Agreement until and including (December 31, 2005), employees covered by this Agreement shall be entitled to annual vacation leave with pay according to the following schedules (based upon an 8.5 hour day):

- (a) Less than one (1) full year of service, one (1) day per month to December 31, for the following year.
- (b) Upon completion of the first (1st) full year of service, fourteen (14) working days.
- (c) Upon completion of the second (2nd) full year of service, seventeen (17) working days.
- (d) Upon completion of the fourth (4th) full year of service, twenty-two (22) working days.
- (e) Upon completion of the seventh (7th) full year of service, twenty-three (23) working days.
- (f) Upon completion of the ninth (9th) full year of service, twenty-four (24) working days.
- (g) Upon completion of the fourteenth (14th) full year of service, twenty-five (25) working days.
- (h) Upon completion of the seventeenth (17th) full year of service, twenty-six (26) working days.

2. The vacation period shall be the calendar year from the first (1st) day of January through the thirty-first (31st) day of December. Vacation time shall be earned according to the employee's years of service completed as of December 31, and such vacation must be taken within the succeeding calendar year.

3. Vacations shall be scheduled by the Chief on the same basis as heretofore, in his discretion, giving preference to employee choice according to seniority where practicable and where consistent with continued orderly and efficient operation of the Department.

4. In the event a regular pay day should fall within an employee's scheduled vacation period, the Township agrees to make every reasonable effort to

issue the payroll check for such pay period prior to the commencement of the employee's scheduled vacation period. The employee must make such request in writing to the Chief at least two weeks prior to that regular pay day.

5. In the event an employee is otherwise entitled to vacation leave at the time of his retirement, resignation, termination (other than for cause), or death, the employee or his widow or his estate shall receive one (1) day's pay for each earned but unutilized vacation day.

6. If an Officer is transferred from one work schedule to another, any unused vacation days will be prorated to the Officer's new work schedule. Prorating of vacation days will be determined by: (a) multiplying the number of unused days times the hour per working day of the Officer's former work schedule and (b) dividing the total number of hours per working day in the Officer's new work schedule.

ARTICLE XIV

SICK LEAVE

Sick leave shall be administered in accordance with past practice¹, with the exception that an Officer who is on sick leave for three (3) or less scheduled working days may return to duty pursuant to prior written authorization by his personal physician licensed to practice in the State of New Jersey, subject to book-back procedures in accordance with the Department Manual Rules and Regulations.

One day of additional vacation shall be earned by any Officer who does not use any sick leave for the first six (6) months of the year. An additional one (1) day can be earned by not using any sick leave during the second (2nd) six months of the year.

¹Upon adoption of mutually negotiated sick leave rules, the parties agree that those rules shall prevail over past practice in the event of a conflict between the two.

**ARTICLE XV
HOLIDAYS**

1. Each employee, after completing his probationary period of service for the Township shall receive **two (2) work days compensatory time** for each of the following regular holidays: **Election Day** and **Veteran's Day**.

2. The number of holidays and the specific holidays shall remain as they were in the January 1, 1999 through December 31, 2002 collective negotiations agreement.

3. If an unscheduled holiday or other day in the nature of a holiday is declared by order of the Mayor and/or Council for other Township employees, the holiday will be credited to Police Officers and placed on the books in accordance with the award of Arbitrator Vernon Jensen in Docket No. AR-98-503.

ARTICLE XVI

BEREAVEMENT LEAVE

1. In the event of death in the immediate family of the employee, the employee shall be entitled to three (3) working days of leave to be taken in close proximity to the date of death.
2. Immediate family shall be defined as spouse, child, stepchild, parents, parent-in-law, grandparents, sister, brother, grandchild, or relative regularly residing in the employee's household.
3. In the event of the death of a sister-in-law, brother-in-law, grandparent-in-law, niece or nephew, aunt, or uncle of the employee, the employee shall be entitled to one (1) day's leave.
4. The Township may require proof of death and/or proof of relationship to employee.
5. In the event of death in the family which occurs during an employee's period of vacation or other extended leave, the bereavement leave to which the employee is entitled for such death shall be added to, and taken with, the employee's scheduled period of vacation or extended leave.

ARTICLE XVII

INSURANCE COVERAGE

1. The Township agrees to continue to provide, at its expense, the health insurance and Delta dental coverage presently in effect for each employee and his dependents in accordance with applicable resolution and ordinances.

2. Insurance coverage provided for above, including dental, shall be continued after retirement of an employee for the employee and his spouse only, the Township to pay the premiums for the employee and his spouse and, in accordance with past practices, eligible children under coverages in existence upon signing of this agreement only on the following conditions:

- (a) Such employee must have retired on or after January 1, 1974 after twenty-five (25) or more years of service with the Township;
- (b) The employee is not covered under any other similar insurance programs. (In the event an employee's coverage as a primary insured under such other similar insurance program should terminate, the employee will be eligible for the insurance benefits provided under this **ARTICLE XVII**, subject to the other conditions set forth in this Article);
- (c) Upon the employee attaining age sixty-five (65) such coverage and the obligation of the Township to pay therefore shall cease unless the employee gives timely notice to the Township Department of Revenue and Finance that he is not eligible for Medicare. Notwithstanding the foregoing, the Township will pay the medical insurance premiums for the employee covered by Medicare and for his spouse only but not the hospital insurance premiums. The Township may, at its sole option, elect to pay the hospital insurance premium or equivalent for any employee not covered by Medicare in lieu of containing the insurance coverage provided for in Paragraph 1 above.
- (d) The Township agrees that if an Officer is killed in the line of duty, effective prospectively, full medical coverage shall be provided by the Township for the spouse and dependent(s) of the officer killed in the line of duty. Should the spouse remarry, his or her full medical coverage shall cease. However, the full medical coverage shall remain in effect for the dependent(s) consistent with dependent(s) coverage provided by the Township.
- (e) Any employee hospitalized due to line of duty injuries shall be provided

with private accommodations, if available. Hospital and medical expenses of any employee due to line of duty injuries will be paid as promptly as possible by the Township.

3. Medical bills for all bargaining unit members shall be paid by the Township within seventy-five (75) days of submission.

ARTICLE XVIII

PENSIONS

1. The Township will continue to provide pension coverage for the covered employee as required by applicable State laws relating to the New Jersey Police and Firemen's Retirement System or P&F Pension Fund.

2. As before, the Township shall continue payments to an employee's pension fund while the employee is on sick leave.

ARTICLE XIX
MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, the Township possesses the sole right and responsibility to operate and manage its Police Department and all management rights repose it. These rights include but are not limited to the right:

- to determine the existence or non-existence of facts which are the basis of the Township Police Department and/or Management decision;
- to establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of Irvington and, from time-to-time, to change or abolish such practices or procedures subject to the provisions of N.J.S.A. 34:13A-5.3, where applicable;
- to determine and, from time-to-time, redetermine the numbers, locations, and relocation and types of its facilities, operations and equipment and of its Officers and employees or to discontinue any performance by Officers or employees of the Township of Irvington;
- to hire, select and determine the number and types of Officers required;
- to assign work to Officers and to determine the overtime to be worked, if any;
- to establish training programs and upgrading requirements for Officers within the Department;
- to establish and change work schedules and assignments;
- to transfer or promote Officers;
- to demote Officers for just cause;
- to lay off, terminate or otherwise relieve Officers from duty for lack of work or other legitimate reasons;
- to determine the facts of lack of work;

-
- to continue, alter, make and enforce reasonable rules for the maintenance of discipline subject to the provisions of N.J.S.A. 34:13A-5.3, where applicable;
 - to suspend, discharge or otherwise discipline Officers for just cause;
 - to introduce new or improved methods or facilities, and to purchase services of others, contract or otherwise; and otherwise to take such measures as the Township and/or Management may determine to be necessary for the orderly and efficient operation of the Police Department provided, however, nothing herein shall prevent an Officer from presenting his grievance for the alleged violation of any Article or specific term of this Agreement.

ARTICLE XX

TERMINAL LEAVE

1. An employee retiring from service who has completed twenty-five (25) years of service with the Township Public Safety Department and complies with the requirements for eligibility for retirement for age and length of service at the time of such retirement under the applicable New Jersey Police and Firemen's Retirement System or Pension Fund shall be granted terminal leave compensation amounting in the aggregate to payment for eight (8) biweekly pay periods. This terminal leave compensation shall be in addition to any other monies due to such employee at the time of retirement.

2. In addition to the terminal leave provided in paragraph 1, herein, in accordance with the Memorandum of Agreement covering 1996-1998, ten (10) days pay will be added to each employee's contractual accumulated time due book. The total to be taken in time due or pay when the employee separates from the Irvington Police Department for any reason. Payment at separation will be at the rate the employee is being paid at the time of separation. This payment shall be done in accordance with the terms of the Memorandum of Agreement providing for ten (10) days pay deferral in 1996).

ARTICLE XXI
MISCELLANEOUS

1. It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation. It is agreed that there will not be and that the PBA, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest, strikes, slowdowns, or other action which would involve suspension of or interference with normal work performance.

The Township shall have the right to discipline or discharge any PBA officer actively inciting or participating in a strike, slowdown, or other concerted action which would involve suspension or interference with normal work performance and any employee who participates in such action.

Nothing hereinabove contained is intended in any way to limit any prohibition as to the right to strike or other lawful concerted activity which may be applicable to the PBA and its members by law. It is expressly agreed that subject to the provisions of this Agreement, all lawful PBA activities are protected.

The Township agrees that it will not institute a lock out.

2. The Township and PBA understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision concerned, which shall be deemed of no force and effect, but shall not affect the remaining provision of this Agreement.

3. The Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations.

4. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. The Director and the PBA may execute written instruments, for the purpose of settling grievances arising hereunder, which do not modify the provisions of this Agreement.

5. The Township shall make every reasonable effort to have no less than two (2) Police Officers at all times in the regular radio patrol car tours, i.e., cars 1, 2, 3 and 4.

6. In the event of an Officer's death after the completion of twenty-five (25) years of service, the Officer's family, or estate will, in addition to other benefits

granted and outlined in this contract, be entitled to any and all terminal leave compensation which would otherwise be granted to the Officer.

7. Good and Welfare meetings shall be conducted between the Director and/or his designee(s) on behalf of the Township and President and four (4) additional representatives of the PBA on an "as-needed" basis upon seven (7) days advance notice in writing of the topics to be discussed at the request of a party.

8. In the event that an Officer is entitled by law to legal services, he shall select his attorney and notify the Township of his selection. The Township shall pay *One Hundred Dollars* (\$100.00) per hour for such services.

9. If an Officer is scheduled to work during a Civil Service examination, he shall be given the necessary time off without loss of pay or benefits to attend the examination including travel time.

10. An Officer who is denied a day off for his or her lack of sufficient compensatory time or for the Department's lack of coverage may submit to the Chief a request by way of a To-From Report for permission to swap work days with another of the same rank in the same division and within the same biweekly pay period. Such request must be signed by both Officers involved in the requested swap and must be submitted ten (10) calendar days prior to the earliest effective date of the swap requested. If approved, the swap shall be started and completed within fourteen (14) calendar days.

11. The PBA Executive Board consisting of the PBA President and eight members shall be granted leave without loss of pay to attend six (6) meetings per calendar year at locations within the Township of Irvington subject to the approval of the Chief upon the prior written request from the PBA. The request shall provide the names of the Officers for whom the leave is sought, as well as the time and location of the meeting and shall be submitted sufficiently in advance of the meeting. Approval from the Chief is contingent upon Department manpower and scheduling requirements.

12. The PBA President shall be granted leave without loss of pay for attendance to PBA presidential duties up to two (2) days each month upon written request.

13. Assignment of an employee who is an Officer in the Uniform Division to bona fide training in the Detective Bureau/Juvenile Aid Bureau shall not be made for more than two consecutive weeks without the consent of the employee unless the employee is assigned to such Bureau.

14. An Officer who volunteers as an instructor may have his or her days off adjusted at the discretion of the Department with no additional compensation for such

adjustment in order to accommodate the schedule of training for which he or she serves as an instructor. Officers who are assigned as instructors shall be entitled to five-day notice provisions of **ARTICLE IX**.

ARTICLE XXII

PERSONNEL FILES

1. Personnel files shall be kept confidential by the Department at all times. The Township agrees to allow each employee to inspect his personnel file at reasonable times upon written request by the employee. Employment references may be excluded from such inspection at the discretion of the Director. The employee shall be permitted to copy all documents contained in his personnel file. Personnel file is defined as the file which is maintained in the Director's office.

2. All written reprimands and commendations inserted in an employee's personnel file will be initialed and dated. Copies thereof shall be furnished to each employee at the time of such insertion.

3. An employee may file a written comment or response concerning any document placed in his file within thirty (30) calendar days after his inspection of the file.

ARTICLE XXIII
TERM OF AGREEMENT

The Term of this Agreement shall be from January 1, 2003 until December 31, 2005.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representative and officers executed this Agreement on the ____ day of 2005.

**NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL NO. 29**

**TOWNSHIP OF IRVINGTON
NEW JERSEY**

Harold Wallace, PBA President

Wayne Smith, Mayor

James DeAngelis, Delegate

ATTEST:

Harold C. Niemi 4/15/05

Witness

DATED:

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representative and officers executed this Agreement on the ___ day of 2005.

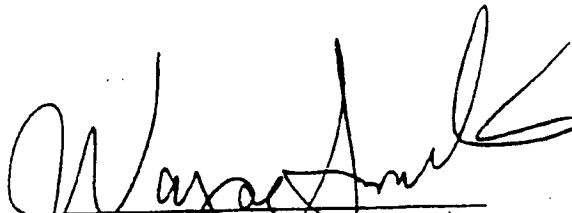
**NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL NO. 29**

**TOWNSHIP OF IRVINGTON
NEW JERSEY**

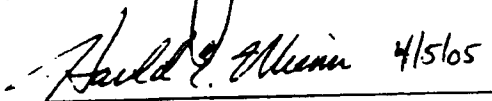
Harold Wallace, PBA President

James DeAngelis, Delegate

DATED:



Wayne Smith, Mayor
ATTEST

 4/5/05

Witness

SIDE BAR AGREEMENT

Subject to space availability and the approval of the Chief of Police, the PBA shall be provided a lunchroom at police headquarters. Any renovations and/or maintenance of this lunchroom shall be paid for solely by the PBA. The PBA shall have the sole right to receive revenue from any vending machine which is provided by the PBA and located in the lunchroom. Any and all monies collected from such vending machines shall pay for renovations, improvements and maintenance of the lunchroom.

IN WITNESS HEREOF, the parties have, by their duly authorized representatives and officers, executed this Side Bar Agreement on the ____ day of _____, 2005.

**NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL NO. 29**

**TOWNSHIP OF IRVINGTON
NEW JERSEY**

Harold Wallace, PBA President

Witness



Wayne Smith, Mayor

ATTEST:



Harold E. Neenan 4/5/05
Witness

DATED: