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THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of November, in the year, One Thousand Nine Hundred and Seventy-three

BETWEEN, the TOWNSHIP OF WEST MILFORD, IN THE COUNTY OF PASSAIC, a body politic, hereinafter referred to as the "Employer"

AND, WEST MILFORD POLICEMEN'S BENEVOLENT ASSOCIATION, hereinafter referred to as the "Association";

WHEREAS, the Employer has voluntarily endorsed the practice and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the township, acting through its Municipal Manager, to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the township and its citizens; and

WHEREAS, the parties recognize that this agreement is not intended to modify any of the discretionary authority vested in the township by the statutes of the State of New Jersey; and.

WHEREAS, it is the intention of the agreement to provide where not otherwise mandated by statute or ordinances, for the salary structure, fringe benefits and employment conditions of the employees covered by this agreement, to prevent interruptions of work and interference with the efficient operation of the township and to provide an orderly and prompt method for handling and processing grievances; and

WHEREAS, this contract is entered into pursuant to the provisions of Chapter 303, Laws of the State of New Jersey, 1968;

The Parties hereto, therefore, agree as follows:-

ARTICLE 1. RECOGNITION.

The Employer recognizes the Association as the exclusive representative of all employees and/or members of the Department of Police, but excluding the Division of Special Policemen, Special Policewomen, Special Police Matrons, and such clerical assistants assigned to the Department of Police.

2.

A classification of same is listed under Appendix "A" attached hereto and made part hereof.

ARTICLE 2. MANAGEMENT RIGHTS

It is understood and agreed that the Township Council and the properly appointed and designated management officials of the Township possess the sole right to operate this Department of the Township, and retains the right in accordance with applicable laws and regulations to:-

(1) Direct the employees of the Department, and to assign work;

(2) To hire, promote, transfer, assign and retain employees in positions within the Department and to discipline, promote, discharge or take any other disciplinary action against the employees; civil service procedure shall not be violated;

(3) To maintain the efficiency of the governmental operations entrusted to them;

(4) To take whatever actions may be necessary to carry out the mission of the Department in the situation of an emergency; assign men;

(5) To determine the care, maintenance and operation of equipment, police station and/or offices, cells, and other places assigned to the department;

(6) To make rules, regulations and policies for the operation of the department;

(7) To prescribe the method of purchase of equipment and supplies for the department;

(8) To prescribe the uniforms and equipment to be worn and/or carried by the members assigned to the department;

(9) To employ, assign and make promotions subject to Civil Service Procedure;

(10) To determine the budget and programs of the Department;

(11) To determine the methods, means and number of personnel needed to carry out the specific programs of the Department;

(12) To introduce new and improved methods or facilities;

(13) To exchange existing methods or facilities;

(14) To contract for goods or services;

(15) To enforce and carry out the provisions of any and all ordinances relating to the Department of Police.

ARTICLE 3. SALARIES; EFFECTIVE DATE OF SALARY INCREASE; COLLEGE PAY INCENTIVE PROGRAM; HOURS OF DUTY; ANNUAL VACATION

The parties agree that the provisions relating to Salaries, Effective Date of Salary Increase, College Pay Incentive Program, Hours of Duty, and Annual Vacation, as embodied in an ordinance entitled

AN ORDINANCE CONCERNING SALARIES AND COMPENSATION AND AMENDING SECTION 13-2 OF ARTICLE 2, ENTITLED "POLICEMEN" OF THE REVISED ORDINANCES OF THE TOWNSHIP OF WEST MILFORD, NEW JERSEY, 1958, AS AMENDED DECEMBER 21, 1962, DECEMBER 2, 1966, JUNE 5, 1968, NOVEMBER 6, 1968, August 5, 1970 AND SEPTEMBER 15, 1972", ADOPTED BY THE TOWNSHIP COUNCIL ON NOVEMBER 7th, 1972

are hereby made part of this agreement, as if fully recited and stated in full, and both parties agree to comply therewith. A copy of said ordinance is attached hereto as Appendix "B";

ARTICLE 4. CLOTHING ALLOWANCE

Each member of the Department of Police shall be entitled to an annual clothing allowance of \$250.00.

ARTICLE 5. INSURANCE

The existing Group Insurance Program, with Rider J, presently in effect, for the employees and dependents, and which provides for full family major medical insurance, shall continue in effect for the permanent employees, at no cost to the employees. The Employer shall have the right to substitution, provided the same coverage is provided. Workmen's Compensation Insurance as now in effect shall be continued by the Employer.

ARTICLE 6. SICK LEAVE

The provisions of Civil Service shall govern the period of Sick Leave for the members of the Department of Police or Associ:

Accumulated Sick Time. Effective as of January 1, 1972, employees shall be entitled accumulated sick time as the rate of \$10.00 per day; this accumulated amount shall be paid to the

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employee at the time of retirement or if the employee leaves his employment with the township and is in good standing, his termination of employment to be only after two weeks written notice is given. Any employee who has accumulated sick time prior to January 1, 1972, shall not be paid for this time. If any employee is sick, he must use his accumulated sick time that has accrued prior to January 1, 1972.

ARTICLE 7. LEAVES OF ABSENCE

Each member of the Department or Police or Association shall be entitled to three (3) personal days each year, with pay, the same as allowed other employees of the township.

ARTICLE 8. HOLIDAYS

The following days shall be recognized and considered as holidays, referred to in the above ordinance:-

New Years Day	Labor Day
Lincolns Birthday	Columbus Day
Washingtons Birthday	General Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day and the Day following
Independence Day	Christmas

Martin Luther Kings Birthday, but only if the State of New Jersey makes it a holiday for state employees.

ARTICLE 9. GRIEVANCE PROCEDURE

The parties hereto agree to separately negotiate a Grievance Procedure, to subsequently become a Supplement to this Agreement. Until this is done such procedure as contained in existing ordinances, wherever applicable, shall govern.

ARTICLE 10. EQUAL TREATMENT

The Employer agrees that there shall be no discrimination or fayortism for reasons of age, sex, nationality, race, religio marital status, political affiliation, or Association membership or activities.

ARTICLE 11. CLASSIFICATIONS AND DESCRIPTION

The classification (and job description) for employees

covered by this Agreement shall be as prescribed by Civil Service and as in effect on the date of this agreement. Any additions or modifications made to them by Civil Service, and adopted by the Township, shall automatically become part of this agreement.

ARTICLE 12. GENERAL PROVISIONS

a. Bulletin Boards will be made available by the Employer in the area of the Municipal Building, assigned to the Department of Police, for the use of the Association, for the purpose of posting Association announcements and other information of a non-controversial nature. Prior to the posting of any notices, the Association shall first present such notices to the Chief of Police or other officer then in charge.

b. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE 13. ORDINANCES

The following ordinances are hereby made part of this Agreement, and except as any provision thereof may have been amended or modified, or rendered impracticable by the Township's Change of government, they shall be observed and complied with by the parties hereto:-

AN ORDINANCE PRESCRIBING CERTAIN POLICIES, PRACTICES, RULES AND REGULATIONS FOR THE VARIOUS DEPARTMENTS OF THE TOWNSHIP OF WEST MILFORD, Adopted April 23, 1964

AN ORDINANCE TO ESTABLISH AND TO PROVIDE RULES AND REGULATIONS FOR THE GOVERNMENT, MAINTENANCE AND CONTROL OF A POLICE DEPARTMENT IN THE TOWNSHIP OF WEST MILFORD IN THE COUNTY OF PASSAIC, NEW JERSEY, Adopted December 15, 1964

AN ORDINANCE TO ADOPT AN ADMINISTRATIVE CODE FOR THE ORGANIZATION AND ADMINISTRATION OF THE GOVERNMENT OF THE TOWNSHIP OF WEST MILFORD, IN THE COUNTY OF PASSAIC, PURSUANT TO COUNCIL-MANAGER PLAN "D" OF THE OPTIONAL MUNICIPAL CHARTER LAW (N.J. LAWS OF 1950, CHAPTER 210, As Amended) Adopted July 30th, 1969.

It is understood that where there is any conflict between any of the provisions of said ordinances, or in the salary ordinance, Appendix B herein, the provisions of the latest adopted ordinance shall prevail.

ARTICLE 14. EFFECTIVE DATE

This agreement shall be effective as of January 1st, 1973. The agreement shall remain in full force and effect until the 31st day of December, 1974 (12 midnight). Both parties agree that commencing with May 1st, 1974, they shall meet by duly appointed representatives to negotiate an agreement for the period commencing with January 1st, 1975; any renewal agreement shall be effective as of this date. This Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the parties have hereto set their hand and seals, and/or caused their corporate seals to be hereto affixed, after signature of their proper corporate officers the day and year first above written.

TOWNSHIP OF WEST MILFORD, IN THE COUNTY OF PASSAIC

By George E. Ebert  
MAYOR

ATTEST:- George J. Schindler  
Township Clerk

WEST MILFORD POLICEMEN'S BENEVOLENT ASSOCIATION

ATTEST:- Lawrence S. Roughli  
Secretary

BY Harry R. ...  
PRESIDENT  
Local #162  
11-7-73

APPENDIX "A"

Employees assigned to the Department of Police and covered  
by this Agreement:-

Police Chief

Police Deputy Chief

Police Captain

Police Lieutenant

Police Sergeant

Patrolmen