

Contract # 53

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

**Between**

**TOWNSHIP OF WYCKOFF**

**and**

**THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 261**

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**January 1, 1991 through December 31, 1992**

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**LAW OFFICES:**

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24 Salem Street  
Hackensack, New Jersey 07601

**(201) 488-0880**

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**PREAMBLE**

THIS AGREEMENT made this            day of            , 1991,  
by and between the TOWNSHIP OF WYCKOFF, a body politic and  
corporate of the State of New Jersey, hereinafter referred to as  
"The Township," and THE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL  
NO. 261 (WYCKOFF UNIT), hereinafter referred to as the "PBA".

WHEREAS, the Township and the PBA recognize that it  
will be to the benefit of both to promote mutual understanding  
and foster a harmonious relationship between the parties to the  
end that continuous and efficient service will be rendered to and  
by both parties,

NOW, THEREFORE, it is agreed as follows:

1.00

EMPLOYEE'S BASIC RIGHTS

1.01        There shall be no discrimination by the Township or the PBA against Employees on account of race, color, creed, sex or national origin.

1.02        There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the Employees covered under this Agreement because of their membership or non-membership in the PBA or because of any lawful activities by such Employees on behalf of the PBA, its members and agents shall not discriminate against, interfere with, restrain or coerce any Employees covered under this Agreement who are not members of the PBA.

2.00

RECOGNITION

2.01 The Township recognizes PBA Local No. 261 as the exclusive representative for the purposes of collective negotiation of all Patrolmen, Sergeants, Lieutenants and Captains, including Officers assigned to the Detective's Bureau, but excluding the Chief of Police and all other municipal employees.

**3.00      EXISTING LAW**

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

4.00      ASSOCIATION REPRESENTATIVES

4.01      The Employer recognizes the right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement.

4.02      The Association shall furnish the Employer, in writing, the names of the representatives and the alternates and notify the Employer of any changes.

4.03      The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

(A)      The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

(B)      The transmission of such messages and information which shall originate with, and are authorized by the Association or its Officers.

4.04      The designated Association representative shall be granted time with pay during working hours, at a time agreed upon by the Chief of Police and/or the Township Committee, to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with



Employer officials when such meetings are scheduled by the Employer. Employees not on duty shall not receive additional compensation.

5.00     RIGHTS AND OBLIGATIONS

5.01       Members of the force hold a unique status as public Officers in that the nature of their office and employment involves the exercise of a portion of the Police power of the municipality.

5.02       The security of the community depends to a great extent on the manner in which Police Officers perform their duty, and their employment is thus in the nature of a public trust.

5.03       The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

5.04       Out of these contacts may come questions concerning the actions of the members of the force.

5.05       These questions may require investigation by Superior Officers designated by the Chief of Police and the Governing Body.

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

- (A) The interrogation of a member of the Police Department shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed. If any time is lost, the member of the force shall be compensated. Compensation shall not be due a Department member who has had the charges against him sustained at a Township Committee hearing or is found guilty of criminal charges.
- (B) The interrogations shall take place at a location designated by the Chief of Police or in his absence by the Captain. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
- (C) When a complaint from a citizen has been received and there is likely to be a formal charge against the Officer which could lead to his: (1) reduction in rank, (2) dismissal from the Department, (3) imposition of a fine, (4) reprimand, (5) suspension from active duty without pay at a Township Committee hearing or (6) where he may be subject to criminal prosecution, he shall be informed of the nature of the investigation, the possible charge and the name of the complainant before any interrogation commences.
- (D) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
- (E) The member of the Police Department, during interrogation, shall not be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

- (F) Copies of any statement or information taken from a member of the Police Department who has been charged shall receive copies at the time of the service of the charge or charges. Statements or information taken from person or persons other than the individual charged shall be handled pursuant to New Jersey Court Rules in discovery.
- (G) If a member of the force is under arrest or is likely to be; that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
- (H) The Employer shall afford an opportunity for a member of the Police Department, if he so requests, to consult with counsel and/or his PBA representative before being questioned where the subject of the questioning may lead to the Employee's: (1) reduction in rank, (2) dismissal from the Department, (3) imposition of a fine, (4) reprimand, (5) suspension from active duty without pay or (6) where he may be subject to criminal prosecution.
- (I) Every member of the Police Department having information or believed to have information and so requested by the Chief of Police, shall submit, regardless of his relation to the report, a written report detailing a complete, accurate, and timely account of his, or another Officer's activities while in the performance of his Police duties. Every Police Officer who is called upon to be a witness at any hearing or criminal prosecution or provide information in an investigation that may lead to such hearing or criminal prosecution against another Police Officer shall give timely, complete, and accurate information without color in favor of, or against his brother Officer.

Witness shall be advised of his status, and if, in the course of the questioning, it becomes apparent that the

accusatorial stage has been reached against the witness, he shall be so advised, and all subsequent proceedings shall be followed for an individual likely to be charged.

- (J) No member of the Police Department shall attempt to, or shall interfere with, coerce, influence, promise a reward to a complainant or witness to any investigation or hearing or criminal prosecution. No member of the Police Department shall make contact with a complainant or witness to such proceedings, except in the line of duty, and the Officer shall show the same considerations, attitude and appearance that would be required in the proper performance of his Police duties.

**6.00      DATA FOR FUTURE BARGAINING**

**6.01      The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively.**

**6.02      The relevant data noted above shall include, but not be limited to, such items as salaries and benefits enjoyed by other Employee groups, the cost of various insurance and other program information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature.**

**6.03      The Municipality shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.**

7.00        SALARIES

7.01        The base annual salaries of all Employees covered by this Agreement shall be as set forth in Appendix "A".

7.02        The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed effective to January 1, 1991, and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

7.03        It is agreed that all salary increment payments and longevity increases which may be due shall be paid commencing with the first of each calendar year. There shall be no delay in the payment of these benefits during the term of this Agreement or on each January 1st thereafter.

**8.00      WORK DAY, WORK WEEK AND OVERTIME**

**8.01**      The normal work day tour shall be eight (8) hours, which shall include within the eight (8) hour span, forty-five (45) minutes of meal time per day, together with two (2) ten (10) minute rest periods. Forty-five (45) minutes shall be taken as a meal period whenever necessary.

**8.02**      Work in excess of the Employee's basic work week or tour for a day is overtime.

**8.03**      Overtime shall be paid by the following rules: It shall be paid as overtime compensation (time and one-half ( $1\frac{1}{2}$ )).



9.00      DETECTIVE BUREAU

9.01      The Officer in charge of the Bureau assigned by the Chief shall be paid the annual sum of One Thousand Four Hundred Fifty (\$1,450.00) Dollars. Said amount shall be paid as part of that Officer's regular pay and in addition to his base salary.

9.02      Officers, except the Officer in charge, regularly assigned to the Detective Bureau shall be compensated in the annual amount of One Thousand Two Hundred (\$1,200.00) Dollars.

9.03      All Employees regularly assigned to the Detective Bureau shall be compensated at the overtime rate (time and one-half (1½)) for all investigative work in excess of one hundred and seventy-one (171) hours in a twenty-eight (28) day work cycle.

Employees, except those Officers regularly assigned to the Detective Bureau, shall be compensated for all Detective Bureau overtime at the time and one-half (1½) rate pursuant to Article Eight (8.00) of this Agreement.

10.00      HOURLY RATE

10.01      To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary, together with the Employee's longevity increment, shall be divided by two thousand eighty (2,080) hours.

11.00      COURT TIME

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

11.02      All such required Court time shall be considered as overtime and shall be compensated at time and one-half (1½).

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

11.04      The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required including waiting time in Court or Administrative Body, together with any applicable travel time, provided, however, that the

Employee's entitlement to overtime under this Article shall not be less than two (2) hours of overtime pay excluding time on duty.

**12.00      TRAINING PAY**

**12.01**      The Employer agrees to compensate all Employees covered by this Agreement at time and one-half ( $1\frac{1}{2}$ ) rate for attending required training courses on their own time as assigned by the Chief of Police. Expenses incurred during such training shall be paid by the Employer upon presentation of an appropriate voucher.

**13.00**      **RECALL**

**13.01**      Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half (1½) the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.

14.00      PRIORITY FOR OVERTIME

14.01      Overtime for regularly scheduled shifts and details will be offered to regular full-time Employees of the Department first in an order of preference based upon a rotating seniority roster within rank.

14.02.      Said rotating list shall be provided to the Department by the employee organization and shall be kept current. There shall be one overtime rotational list for the Employees in the rank of Patrolman and a second list which shall rotate for Superior Officers who are not in the Detective Bureau. Superior's vacancy shall be filled with Superiors wherever possible and Patrolmen vacancies shall be filled with Patrolmen.

However, the replacement of a Superior Officer shall be at the sole option of the Township.

The Department shall offer overtime to those on the list in order, but the Department shall have the right to assign overtime to any Employee if it cannot locate an Employee who will work overtime in the telephone calls. This shall apply to professional Police details such as regular shifts, Court, investigation, prisoner transportation, and for fifty (50%) percent of major traffic events such as Memorial Day, Firemen's Fireworks, Halloween, Retreat Fair Day, and Christmas traffic. This in no way limits the use of Special Police for other traffic

details or other details for non-profit, church and civic organizations. Special Police may also be used for the extension of vacation weeks for any assignment required, and for the granting of special leaves for the benefit of the individual.

14.03 All personnel shall report when called, as expeditiously as possible, in an emergency situation.

14.04 There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interests of the Employer to bypass an Employee or Employees on the seniority list.

14.05 While this Agreement contemplates the possibilities noted in Section 14.04, it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purposes of the overtime roster.



15.00      SHIFT CHANGES

15.01      The Employer agrees that it will not unreasonably adjust shifts so as to avoid overtime payment to Employees covered by this Agreement, and shift changes shall not occur without giving affected Employees forty-eight (48) hours notice.

15.02      Each Employee shall be entitled to two (2) compensatory days per year for the purpose of compensation for shift work. These days may not be used on a priority shift and shall be subject to the manpower needs of the Department.

16.00      LONGEVITY

16.01      In addition to other pay and benefits, each Employee shall receive an additional two (2%) percent of his base annual salary for each five (5) years of completed service; up to a maximum of ten (10%) percent. The present practice of calculating effective dates for entitlement of longevity benefits shall continue.

16.02      The said payments for longevity shall be paid on a bimonthly basis to the Employees entitled to same.

**17.00      UNIFORMS**

**17.01**      The Employer will pay each Employee the sum of Five Hundred Seventy-Five (\$575.00) Dollars annually as a clothing allowance which shall be payable not later than the first pay period in May of each year, providing that the budget has been approved by the Division of Local Government Services in Trenton.

**17.02**      This payment shall be made to plainclothed as well as uniformed Employees. Said monies shall be used for purchase, maintenance and repairs with any vouchers due by December 1st of each year.

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

**17.04**      Utilization of Section 17.03 shall not diminish the clothing allowance set forth in this Agreement.

**17.05**      An Employee's uniform which is required by him in his capacity as a Police Officer, which may be damaged as a result of a single episode during the course of his employment, shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee. This Article shall

cover eyeglasses, up to a maximum of Seventy-Five (\$75.00) Dollars and wristwatch expense, limited to Fifty (\$50.00) Dollars, as determined by the Chief of Police and Police Commissioner.

17.06 This Article shall not be applied during a Police Officer's initial calendar year of appointment.

17.07 Any such payments made under Section 17.05 shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement and shall be made to the Employee within thirty (30) days of the reporting of same.

**18.00      PBA REPRESENTATIVES**

**18.01      The Employer agrees to grant the necessary time off without loss of pay to one member of the PBA and his alternate selected by the members of the PBA as delegates to attend any State Convention of the New Jersey Policemen's Benevolent Association. Further, the Employer agrees to grant the necessary time off without loss of pay to the PBA representative duly designated as the State Delegate to attend the monthly State PBA meeting and the monthly Bergen County Conference Meeting.**

19.00      VACATIONS

19.01      The vacation allowance for shall be as follows:

- |  |                           |
|--|---------------------------|
| (A)    During the First Year of Employment                             | 5 Working Days Per Year.  |
| (B)    During the Second (2nd) through the<br>Eighth (8th) Years       | 10 Working Days Per Year. |
| (C)    During the Ninth (9th) through the<br>Thirteenth (13th) Years   | 15 Working Days Per Year. |
| (D)    During the Fourteenth (14th) Year<br>of Employment              | 16 Working Days Per Year. |
| (E)    During the Fifteenth (15th) Year<br>of Employment               | 17 Working Days Per Year. |
| (F)    During the Sixteenth (16th) Year<br>of Employment               | 18 Working Days Per Year. |
| (G)    During the Seventeenth (17th)<br>Year of Employment             | 19 Working Days Per Year. |
| (H)    During the Eighteenth (18th)<br>Year of Employment              | 20 Working Days Per Year. |
| (I)    During the Nineteenth (19th)<br>Year of Employment              | 23 Working Days Per Year. |
| (J)    During the Twentieth (20th)<br>Year of Employment               | 24 Working Days Per Year. |
| (K)    During the Twenty-First (21st)<br>Year and Each Year Thereafter | 25 Working Days Per Year. |

The word During as it is used herein, shall mean from the beginning of the work year in question, through the completion of the work year.

19.02 If an Employee is on vacation and becomes sufficiently ill so as to require hospitalization four (4) days or more, he may have such period of illness and post-hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

19.03 No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

19.04 Vacations shall be selected on a rotating seniority basis.

20.00      HOLIDAYS AND FAMILY HOLIDAYS

20.01      Employees shall continue to receive twelve (12) holidays annually for the term of this Agreement.

20.02      Employees shall continue to have the option of selecting individual holidays or accumulating them for use as additional weeks of vacation. The current seniority system for selection after assignment by the Chief of Police shall remain in effect.

20.03      Each Employee who works on Christmas Day shall receive, in addition to all other benefits provided in this contract, one (1) additional day off to be scheduled with the Police Department at a time which does not result in the payment of overtime. Said day shall be designated as a "Family Holiday".

23.04      Effective January 1, 1992 the Employer shall provide a second annual "Family Holiday" with respect to Employees who work on Thanksgiving Day. The same terms and conditions shall apply as are set forth in paragraph 20.03 above.



21.00      SICK LEAVE

21.01      Sick leave shall be granted to all members of the Department for a reasonable length of time up to one (1) year considering the type and extent of the sickness and the length of service time that the member has had with the Department. The Officer in charge of the Department at the time may personally verify any request for sick leave. If the Officer in charge of the Department at the time of the request is not satisfied with the validity of the request, he shall immediately notify the Chief of Police. The Chief of Police may require that the member of the Department requesting the sick leave submit to a medical examination to verify the request. A refusal of a member requesting sick leave to submit to such verification shall be a violation of the regulations of the Department. The Chief of Police may require a doctor's certificate, or may require that the member submit to a physical when the sick leave extends beyond two (2) days.

22.00      WORK-INCURRED INJURY

22.01      Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work.

22.02.      The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Employer may reasonably require the said Employee to present such certificates from time to time.

22.03      In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability to the satisfaction of the Employer.

22.04      For the purpose of this Article a work-connected disability shall be one which directly results from and arises out of the performance of the Officer's duty.

22.05      In the event of disagreement concerning whether the

injury is disabling or work-connected, the matter may be submitted to an arbitration panel of three (3) physicians -- one (1) of the Employee's choice, one (1) of the Employer's choice and a third selected by the two (2) physicians appointed by the parties.

23.00      BEREAVEMENT LEAVE

23.01      All permanent full-time Employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family to attend said funeral.

23.02      Immediate family shall include spouse, children or parents of Employee or spouse, and such other relatives as may be approved by the Chief of Police or Police Commissioner.

23.03      Such funeral leave shall not be charged against the Employee's vacation or holiday time.

23.04      Any extension of absence under this Article, however, may be at the Employee's option and with the consent of the Chief of Police or his designees, be charges against available vacation or holiday time, or be taken without pay for a reasonable period.

23.05      In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

**24.00      LEAVE OF ABSENCE**

**24.01**      All requests for leaves of absence must be in writing addressed to the Chief of Police, and shall set forth the purpose for which the leave is requested. The Chief of Police shall submit such request for a leave of absence with his recommendations to the Governing Body for their consideration.

**24.02**      A leave of absence may be granted subject to the following conditions:

- (A) That the efficiency of the Department will not be affected.
- (B) That the request is reasonable and not of a capricious nature.
- (C) That, for a member of the Department with less than five (5) years of service, the leave of absence shall not exceed six (6) months.
- (D) That no leave of absence shall exceed twelve (12) months.
- (E) That before a member of the Department shall return to duty from a leave of absence, he shall submit to any physical or psychological examination that may be required by the Chief of Police and/or the Township Committee.
- (F) That a member of the Department shall not be granted more than one leave of absence in any five (5) year period.
- (G) That a member of the Department granted a leave of absence will not lose his seniority for the service time completed

prior to his leave of absence, nor his rank, but the period of his leave of absence will not be considered as part of his service time for privileges or benefits based on service time.

25.00      MEDICAL COVERAGE AND MISCELLANEOUS BENEFITS

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

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

25.03      Upon retirement from the Police Department after twenty-five (25) years or more full-time service, the "Township" shall assume the entire cost of Blue Cross/Blue Shield, Rider J, and Major Medical Insurance coverage for said retired Employee and dependents until the death of said Employee, at which time payment shall cease, provided, however, when such Employee qualifies for Social Security benefits because of age, then the "Township" shall provide only the cost of Blue Cross/Blue Shield and Major Medical Insurance coverage available in addition to Medicare. The same medical coverage into retirement shall be available to an Employee who retires with less than twenty-five (25) years of service when said Employee receives a job-related disability pension from the pension system. (Said pension is commonly referred to as a two-third (2/3) disability pension.). If the Officer on disability benefits, as described above, obtains another job which pays equal to or more than the then current base pay of a

Wyckoff top-step Patrolman, then that former Officer's entitlement to medical coverage continuation as paid by the Township of Wyckoff shall cease.

25.04 The Employer shall pay to the PBA the annual sum of Three Hundred Fifty (\$350.00) Dollars per Employee covered by this Agreement for the purpose of funding PBA administered miscellaneous benefits. The PBA shall have the sole authority to determine the nature and level of benefits available under this Paragraph for bargaining unit members. The amount shall be calculated on the number of Employees covered by the Agreement on the first calendar day of each year. The Employer shall pay the calculated entitlement directly to the PBA not later than the first day of March for each respective year. Where new Employees enter the bargaining unit during the course of the calendar year, the Employer shall pay the PBA a prorated amount calculated to the date the new Employee entered the bargaining unit, which payment shall be made within two (2) months thereafter.

25.05 The Town shall have the right to change insurance carriers so long as there is no reduction in any insurance coverage or benefit. If the Town elects to make a change, then it shall advise the employee organization not less than sixty (60) days prior to the implementation of said change and supply sufficient information to the PBA so that an evaluation and analysis can be made.



26.00

INSURANCE

26.01 The Employer will continue to provide existing insurance coverage, if available, to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including, but not limited to, the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights. In the event existing coverage is unavailable, the President of the PBA or his delegate shall be so advised in writing.

27.00      BULLETIN BOARD

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

27.02      The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

28.00      CEREMONIAL ACTIVITIES

28.01      In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) off-duty uniformed Police Officers of the Department to participate in funeral services for the said deceased Officer.

28.02      Officers working at the time shall be allowed to attend only with the approval of the Chief of Police.

28.03      Subject to availability of same, and with the approval of the Chief of Police, the Employer will permit a Department Police vehicle to be utilized by the members in the said funeral service.

28.04      Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Chief of Police.

**29.00      PERSONNEL FILES**

**29.01**      A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records for use only in official personnel action, and shall be maintained in the office of the Chief of Police.

**29.02**      Any member of the Police Department may, by appointment, review his personnel file, but this appointment for review must be made through the Chief of Police or his designated representative. During this review, the Police Officer shall be entitled to a copy of any item contained in his personnel file.

**29.03**      Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him to read, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

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

29.05 Whenever an Employee covered by this Agreement is subject to psychological testing, said Employee shall be entitled to a complete copy of the test results and resulting reports.

**30.00      MILITARY LEAVE**

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

31.00     MANAGEMENT RIGHTS

31.01     The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1.     To the executive management and administrative control of the Government and its properties and facilities, and the activities of its Employees;
2.     To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer Employees;
3.     To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

31.02     The exercises of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with

the Constitution and Laws of New Jersey and of the United States.

31.03 Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other National, State, County or Local laws or ordinances.



32.00      GRIEVANCE PROCEDURE

32.01      To provide for the expeditious and mutually satisfactory settlement of grievances arising during the term of this Agreement the following procedures shall be used.

32.02      For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application or violation of policies, agreements, administrative decisions affecting Employees covered by this Agreement or any provision of this Agreement. Disciplinary proceedings in which the resulting penalty is less than a six (6) day fine or suspension shall be grievable under this Grievance Procedure.

32.03      The procedure for settlement of grievance shall be as follows:

(A)      STEP ONE

In the event that any Employee covered by this Agreement has a grievance, within ten (10) calendar days of the occurrence of the event being grieved, the Employee shall present the grievance in writing to the Chief of Police, or, in his absence, the Acting Chief, who shall decide the grievance within ten (10) calendar days after the grievance first being presented to him.

(B) STEP TWO

If no satisfactory resolution of the grievance is reached at STEP ONE, then within ten (10) calendar days the grievance shall be presented to the Township Committee. The Township Administrator or the Police Commissioner shall be the proper party for the receipt of the grievance on behalf of the Township Committee. The Township Committee shall have thirty (30) calendar days within which to decide the grievance.

(C) STEP THREE

(1) If the grievance remains unresolved, the grievance shall be referred to the Public Employment Relations Commission. The Arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Employer's Governing Body or its representative on the grievance.

(3) A failure to respond at any level in the grievance procedure shall be deemed a denial of the grievance at that level. A failure to proceed to the next step in the Grievance Procedure shall be deemed an acceptance of the resolution of the grievance at the former step.

(4) Employees covered by this Agreement shall have the right to process their own grievances without representative.

33.00

SAVINGS CLAUSE

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

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

34.00      EXCUSED ABSENCES

34.01      Excused absences are defined as any authorized absences from scheduled hours of work for which no deductions are made from the Employee's compensation, and which are not attributable to other absences, programs set forth in this Agreement.

34.02      Excused absences under this Article shall be identified as such and granted under the following circumstances:

- (A) One day accrued vacation or allotted vacation time or holiday shall be granted when the Employee's wife gives birth. In the event the Employee has used up his accrued vacation and holiday time, he may draw the one day against his holiday time for the coming year.
- (B) Illness of spouse when preschool or disabled child needs care, or illness of minor (pre-high school) child when Employee is the only adult in the household responsible for the minor child's care (limited to a total of two (2) days off per calendar year), in which case the Employee may draw from his accrued vacation or holiday schedule. In the event the Employee has used up his accrued vacation and holiday time, he may draw the two (2) days against his holiday time for the coming year.

**35.00      MILEAGE ALLOWANCE**

**35.01**      Whenever an Employee shall be required to use his personal vehicle in any job-connected capacity, he shall be entitled to an allowance of Eighteen (\$.18) Cents per mile, calculated from Police Headquarters, provided that Department transportation had been requested in advance.

36.00

SAFETY AND HEALTH

36.01 The Employer shall at all times maintain existing working conditions to insure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end.

37.00      PRESERVATION OF RIGHTS

37.01      Nothing contained herein shall be construed to deny or restrict the Employee of his rights, responsibilities, and authority, under R.S. 11, 40 and 40A, or any other National, State, or applicable laws.

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

37.03      Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Employee pursuant to any rules, regulations, practice, statute, or otherwise, shall not be limited, restricted, impaired, removed, or abolished.

38.00      NO WAIVERS

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



39.00     SENIORITY

39.01     Traditional principles of seniority shall apply to Employees covered by this Agreement. Such principles shall apply to lay-off and recall. Seniority is defined to mean the accumulated length of service with the Wyckoff Police Department. Time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

40.00      SCHEDULE SHIFT EXCHANGE

40.01      Requests for schedule shift exchanges shall be submitted in writing.

40.02      All requests shall be submitted to the Chief, and in his absence, to the Captain. In the event the Chief and Captain are unavailable to the extent that it would negate the schedule shift exchange, the written request shall be submitted to the Officer in charge of the Department at the time, but not lower than the rank of Sergeant. This procedure shall be followed for the exchange of shifts between Patrolmen and for the exchange of shifts between Superior Officers. However, an exchange of shifts between Superior Officer and a Patrolman shall only be approved by the Chief of Police, and in his absence, the Captain.

40.03      In an exigent situation, a request for a schedule shift exchange may be authorized by telephone by the proper authorizing Officer. The requesting Officer must be certain of, and responsible that, the exchange is agreeable with the second party to the exchange. The requesting Officer shall follow the telephone request with a written request without unnecessary delay to the Officer approving the request.

40.04 The Officer approving a schedule shift exchange shall be responsible for the accurate, timely, legible, and complete, exchange in our scheduling book. Notice of the exchange in writing shall be placed on the lockers of the personnel making the exchange.

40.05 In the event the schedule shift exchange is processed by other than the Chief, the processing Officer shall sign the written request indicating the date and time of the approval and file the request with the Chief.

40.06 Under no circumstances shall overtime payments be made for schedule shift exchanges.

**41.00      COLLEGE CREDITS**

**41.01**      It is understood and agreed that every member of the "Association" shall be entitled to additional salary in recognition of their attendance at college and obtaining college credits while employed by the Wyckoff Police Department or complete a B.A. or B.S. in Police Science or Police Administration must be obtained from a college accredited by the Middle Atlantic Association of Colleges. The additional salary shall be computed as follows:

(A) At the rate of Ten (\$10.00) Dollars per college credit for the first thirty (30) college credits obtained, with a maximum payment of Three Hundred (\$300.00) Dollars per year.

(B) After attaining sixty (60) college credits or more, or an Associate, B.S., or B.A. degree, a maximum of Five Hundred (\$500.00) Dollars per year.

**41.02**      For the purposes of this Agreement, any member of the "Association" who is entitled to any payment under this provision of the Agreement shall receive one-half ( $\frac{1}{2}$ ) of the payment to which he is entitled in June and the second half in December.

**42.00      PERSONAL DAY**

**42.01**      Each Employee covered by this Agreement shall be entitled to one (1) annual personal day. Said personal day shall be used only at the request of the Employee and then subject to prior Police Department approval.

**42.02**      A personal day request shall not be denied for the reason that it would create an overtime replacement situation. The only reason for denial is where the requesting Employee cannot find a volunteer to cover his/her personal day shift, notwithstanding the rate of pay for the replacement Officer.

**42.03**      No Police Officer shall be ordered to work to fill a shift because of another individual's personal day use.

43.00      TERM AND RENEWAL

43.01      This Agreement shall have a term from January 1, 1991 through December 31, 1992. If the parties have not executed a successor agreement by December 31, 1992, then this Agreement shall continue in full force and effect until a successor agreement is executed.

## APPENDIX A

Effective January 1, 1991 and January 1, 1992, annual salaries for members of the bargaining unit shall be as follows:

<u>Patrolmen</u>	<u>Effective</u> <u>01/01/91</u>	<u>Effective</u> <u>01/01/92</u>
Starting	\$25,194	\$27,210
Step 1	29,578	31,944
Step 2	34,176	36,910
Step 3	38,774	41,876
Step 4	43,375	46,845
Step 5	47,974	51,811
 <u>Sergeant</u>	 \$50,325	 \$54,351
 <u>Lieutenant</u>	 \$52,675	 \$56,889
 <u>Captain</u>	 \$55,027	 \$59,429

The present method of calculating step increments shall continue.

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.

TOWNSHIP OF WYCKOFF

ATTEST:

Theresa M. Moxie

Jacob Handelman

POLICEMEN'S BENEVOLENT ASSOCIATION,  
LOCAL NO. 261, WYCKOFF POLICE DEPARTMENT

ATTEST:

Robert M. Moxie

B. C. Fox

Harry R. Fox

Michael S. Sember - 3

J. E. King