

A G R E E M E N T

B E T W E E N

T H E T O W N S H I P O F W E S T O R A N G E

A N D

**N E W J E R S E Y S T A T E P O L I C E M E N ' S B E N E V O L E N T
A S S O C I A T I O N**

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I N D E X

<u>ARTICLE</u>	<u>PAGE</u>
AGREEMENT	A
ARTICLE I RECOGNITION	1
ARTICLE II MANAGEMENT RIGHTS	2
ARTICLE III RETENTION OF BENEFITS	3
ARTICLE IV PBA SECURITY	4
ARTICLE V RETIREMENT	5
ARTICLE VI EXTRA CONTRACT AGREEMENT	6
ARTICLE VII WORK WEEK OVERTIME	7 & 8
ARTICLE VIII VACATION	9
ARTICLE IX HOLIDAY	10
ARTICLE X INJURY LEAVE	11
ARTICLE XI SICK LEAVE	12
ARTICLE XII EXCHANGE OF DAYS OFF	13
ARTICLE XIII CLOTHING ALLOWANCE	14
ARTICLE XIV PERSONAL LEAVE	15
ARTICLE XV MILITARY LEAVE	16
ARTICLE XVI GRIEVANCE PROCEDURE	17 & 18
ARTICLE XVII QUALIFICATION OF EMPLOYMENT	19
ARTICLE XVIII COMMENDATION	20
ARTICLE XIX EQUIPMENT	21
ARTICLE XX BASE SALARY	22
ARTICLE XXI COURT TIME	23
ARTICLE XXII SCHOOLING	24
ARTICLE XXIII MISCELLANEOUS	25 & 26
ARTICLE XXIV NEGOTIATIONS PROCEDURE	27
ARTICLE XXV SAVINGS CLAUSE	28
ARTICLE XXVI DURATION OF AGREEMENT	29

AGREEMENT

THIS AGREEMENT, MADE THIS 14 DAY OF December, 1999
BETWEEN:

TOWNSHIP OF WEST ORANGE, HEREINAFTER REFERRED TO AS
THE "TOWNSHIP" OR "EMPLOYER", AND:

NEW JERSEY STATE POLICEMEN BENEVOLENT ASSOCIATION
WEST ORANGE LOCAL NO. 25, HEREINAFTER REFERRED TO AS THE
"PBA":

W I T N E S S E T H:

WHEREAS, THE PARTIES HAVE CARRIED ON COLLECTIVE
BARGAINING FOR THE PURPOSE OF DEVELOPING A CONTRACT COVERING
WAGES, HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT;

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND
MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE
WITH EACH OTHER IN RESPECT TO THE EMPLOYEES OF THE EMPLOYER
RECOGNIZED AS BEING REPRESENTED BY THE PBA AS FOLLOWS:

ARTICLE I. RECOGNITION:

THE EMPLOYER HEREBY RECOGNIZES THE AFOREMENTIONED PBA AS
THE EXCLUSIVE REPRESENTATIVE OF ALL OF ITS POLICE OFFICERS
BELOW THE RANK OF SERGEANT IN ITS POLICE DEPARTMENT.

ARTICLE II. MANAGEMENT RIGHTS

THE PBA RECOGNIZES THAT THERE ARE CERTAIN FUNCTIONS, RESPONSIBILITIES AND MANAGEMENT RIGHTS EXCLUSIVELY RESERVED TO THE EMPLOYER. ALL OF THE RIGHTS, POWER AND AUTHORITY POSSESSED BY THE EMPLOYER PRIOR TO THE SIGNING OF THIS AGREEMENT RETAINED EXCLUSIVELY BY THE EMPLOYER SUBJECT ONLY TO SUCH LIMITATIONS AS ARE SPECIFICALLY PROVIDED IN THIS AGREEMENT.

ARTICLE III. RETENTION OF BENEFITS

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL RIGHTS PRIVILEGES AND BENEFITS WHICH THE OFFICERS HAVE HERETOFORE ENJOYED AND ARE PRESENTLY ENJOYING, SHALL BE MAINTAINED AND CONTINUED BY THE EMPLOYER DURING THE TERM OF THIS AGREEMENT AT NOT LESS THAN THE HIGHEST STANDARDS IN EFFECT AT THE COMMENCEMENT OF THESE NEGOTIATIONS RESULTING IN THIS AGREEMENT.

THE PROVISIONS OF ALL MUNICIPAL ORDINANCES AND RESOLUTIONS, EXCEPT AS SPECIFICALLY MODIFIED HEREIN, SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE TERM OF THIS AGREEMENT AND SHALL BE INCORPORATED IN SAID AGREEMENT AS IF SET FORTH HEREIN AT LENGTH.

ARTICLE IV. PBA SECURITY

1. THE PRESIDENT AND STATE DELEGATE OF THE PBA SHALL HAVE THE RIGHT TO ATTEND REGULAR MONTHLY STATE, LOCAL AND COUNTY PBA MEETINGS WITHOUT LOSS OF PAY OR TIME OFF, MANPOWER NEEDS OF THE DEPARTMENT PERMITTING.

2. NO MEMBER SHALL BE ORDERED OR REQUIRED TO HANDLE DEAD, DISEASED OR INJURED ANIMALS EXCEPT IN THE EVENT OF IMMINENT DANGER TO MEMBERS OF THE PUBLIC.

3. A REPRESENTATIVE OF THE PBA, USUALLY THE PRESIDENT, DESIGNATED BY THE PBA, SHALL BE ASSIGNED TO A STEADY DAY TOUR, WHICH DAY TOUR WILL BE MONDAY THROUGH FRIDAY DURING THE TERM OF THIS AGREEMENT OR ANY EXTENSION OF THE SAME.

ARTICLE V. RETIREMENT

MEMBERS SHALL RETAIN ALL PENSION RIGHTS UNDER NEW JERSEY
LAW AND ORDINANCES OF THE TOWNSHIP OF WEST ORANGE.

ARTICLE VI. EXTRA CONTRACT AGREEMENT

THE TOWNSHIP AGREES NOT TO ENTER INTO ANY OTHER AGREEMENT OR CONTRACT WITH IT'S MEMBERS WHO ARE COVERED HEREUNDER, INDIVIDUALLY OR COLLECTIVELY, WHICH IN ANY WAY CONFLICTS WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT.

ARTICLE VII. WORK WEEK OVERTIME

SECTION 1. IF A MEMBER IS REQUIRED TO WORK LONGER THAN HIS NORMAL TOUR OF DUTY, HE SHALL BE ENTITLED TO OVERTIME AT THE RATE OF TIME AND A HALF HIS REGULAR PAY, IN CASH OR IN TIME BACK AT THE RATE OF TIME AND ONE-HALF AT THE OPTION OF THE EMPLOYEE.

SECTION 2. IN CONSTRUING OVERTIME, A MEMBER MUST WORK THIRTY (30) MINUTES BEFORE HE IS ENTITLED TO RECEIVE OVERTIME COMPENSATION, ONCE A MEMBER HAS WORKED THIRTY (30) MINUTES, HE SHALL THEN BE PAID OR RECEIVE CREDIT AT THE RATE OF TIME AND A HALF FOR ALL OVERTIME WORKED, COMMENCING WITH THE THIRTY - FIRST (31ST) MINUTE ON A FIFTEEN (15) MINUTE BASIS, WHICH ELECTION SHALL BE AT THE OPTION OF THE EMPLOYEE. OVERTIME FORMULA WILL BE THE SAME FOR ALL RANKS.

SECTION 3. DURING THE TERM OF THE WITHIN COLLECTIVE BARGAINING AGREEMENT AND ANY EXTENSIONS THEREOF, THERE SHALL BE A DISTINCTION BETWEEN DETECTIVES, MORE PARTICULARLY, THE DISTINCTION SHALL BE ONE OF A LINE DETECTIVE AS OPPOSED TO THAT OF ANY ADMINISTRATIVE DETECTIVE, LINE DETECTIVE SHALL RECEIVE \$800.00 AND ADMINISTRATIVE DETECTIVE \$400.00, WHICH SHALL BE PAID IN 26 EQUAL PAYMENTS DURING ANY PERIOD OF THE WITHIN AGREEMENT AND CONTINUE THEREAFTER DURING ANY PERIOD OF EXTENSION, THE DISTINCTION BETWEEN LINE AND ADMINISTRATIVE DETECTIVE SHALL BE DEFINED BY THE POLICE DIRECTOR.

ARTICLE VII. WORK WEEK OVERTIME (CONT'D)

SECTION 4. IF A MEMBER OF THE COLLECTIVE BARGAINING UNIT IS CALLED TO DUTY FROM OFF DUTY, HE SHALL BE PAID FOR ALL HOURS WORKED AND SHALL BE GUARANTEED A MINIMUM OF FOUR HOURS AT A TIME AND A HALF HIS REGULAR RATE OF PAY.

SECTION 5. THE WORK SCHEDULE FOR ALL MEMBERS OF THE BARGAINING UNIT SHALL CONSIST OF FOUR (4) EIGHT (8) HOUR AND FIFTEEN (15) MINUTE DAYS ON DUTY FOLLOWED BY TWO (2) DAYS OFF DUTY, THE FIFTEEN (15) MINUTES REFERRED TO IN THE SENTENCE IMMEDIATELY NEXT PRECEDING IS TO BE CONSIDERED LINEUP TIME, ADDITIONALLY, THERE ARE TO BE FIVE (5) TRAINING DAYS PER YEAR PER PERSON WORKING A FOUR (4) AND TWO (2) SHIFT, EXCLUDED FROM THE PROVISIONS OF THIS SECTION ARE THOSE SERVING IN A PLAIN CLOTHES CAPACITY, TOUR COMMANDERS, DIVISION COMMANDERS, SAFE AND CLEAN STREET PERSONNEL, THOSE ASSIGNED TO TRAFFIC BUREAU AND OTHER SPECIALIZED UNITS.

SECTION 6. THOSE NOT WORKING THE FOUR (4) AND TWO (2) SHIFT SHALL RECEIVE (1) DAY PER CALENDAR MONTH IN ADDITION TO THE OTHER LEAVE, WHICH DAY SHALL BE AT THE DISCRETION OF THE DIRECTOR, PROVIDED, HOWEVER, ALL SUCH DAYS ARE NOT CUMULATIVE AND MAY ONLY BE CARRIED INTO THE FOLLOWING CALENDAR YEAR WITH THE WRITTEN PERMISSION OF THE MAYOR.

SECTION 7. SENIORITY DAYS WILL BE ELIMINATED FOR ALL MEMBERS HIRED AFTER 1/1/96.

ARTICLE VIII. VACATIONS

THE PRESENT VACATION ENTITLEMENT SHALL BE MAINTAINED FOR
THE DURATION OF THIS CONTRACT.

ARTICLE IX. HOLIDAYS

1. THE FOLLOWING HOLIDAYS SHALL BE RECOGNIZED:

NEW YEAR'S DAY

LINCOLN'S BIRTHDAY

WASHINGTON'S BIRTHDAY

GOOD FRIDAY

EASTER SUNDAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

GENERAL ELECTION DAY

VETERAN'S DAY

THANKSGIVING DAY

FRIDAY FOLLOWING THANKSGIVING DAY

CHRISTMAS DAY

2. CURRENT PAY PRACTICES WITH REFERENCE TO HOLIDAYS

SHALL BE CONTINUED FOR THE LIFETIME OF THIS AGREEMENT.

ARTICLE X. INJURY LEAVE

INJURY LEAVE SHALL BE IN ACCORDANCE WITH THE CURRENT PRACTICE, WITH THE RIGHT OF BOTH MANAGEMENT AND UNION TO RECOMMEND CHANGES, ADDITIONS OR DELETIONS.

ARTICLE XI. SICK LEAVE

PRESENT PRACTICE CONCERNING SICK LEAVE ENTITLEMENT SHALL BE MAINTAINED AS PER THE 1972 REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE AS AMENDED AND SUPPLEMENTED.

- A. JULY 1, 1985 10% OF EVERY SICK DAY IN EXCESS OF \$12,000.00
- B. JULY 1, 1986 15% OF EVERY SICK DAY IN EXCESS OF \$ 12,000.00
- C. SICK DAYS CONVERTED TO SICK HOURS.

ARTICLE XII. EXCHANGE OF DAYS OFF

THE POLICE CHIEF OR DESIGNATED REPRESENTATIVE, AT HIS DISCRETION, MAY GRANT THE REQUEST OF ANY MEMBER OF HIS BARGAINING UNIT TO EXCHANGE DAYS OFF WITH ANOTHER MEMBER. UPON REQUEST, THE CHIEF OF POLICE, AT HIS DISCRETION, MAY GRANT CHANGES IN TOURS OF DUTY, IN THE ABSENCE OF THE CHIEF OF POLICE AND IN CASES OF EXTREME EMERGENCIES, THE DIVISION COMMANDER IN CHARGE MAY GRANT TIME OFF.

ARTICLE XIII. CLOTHING ALLOWANCE

SECTION 1. EACH MEMBER OF THE BARGAINING UNIT SHALL RECEIVE A CASH SUM OF \$ 600.00, REPRESENTING THE ALLOWANCE FOR PURCHASE AND/OR MAINTENANCE OF HIS CLOTHING.

SECTION 2. THE DAILY MODE OF DRESS SHALL BE AT THE DIVISION COMMANDER'S DISCRETION, CONSISTENT WITH WEATHER CONDITIONS, PROVIDED, HOWEVER, MEMBERS SHALL BE PERMITTED TO REMOVE THE UNIFORM HATS WHILE IN HEADQUARTERS AND RADIO CARS.

ARTICLE XIV. PERSONAL LEAVE

EACH OFFICER IN THE BARGAINING UNIT SHALL BE ENTITLED TO THREE (3) LEAVE DAYS EACH YEAR WITHOUT DEDUCTION FROM ANY OTHER LEAVE TIME PERMITTED. THE OFFICER SHALL NOTIFY THE DIRECTOR OR HIS DESIGNEE AT LEAST THREE (3) DAYS IN ADVANCE, EXCEPT IN CASES OF EXTREME EMERGENCY, WHERE THE DIRECTOR OR HIS DESIGNEE, IN HIS DISCRETION, WHICH SHALL BE REASONABLY EXERCISED, DETERMINES THAT HE HAS SUFFICIENT MANPOWER TO NORMALLY OPERATE THE DEPARTMENT, AND SUCH LEAVE WILL NOT CAUSE OR CONTRIBUTE TO OVERTIME, PERSONAL LEAVE SHALL NOT BE ADDED TO NOR SUPPLEMENT AN OFFICER'S VACATION TIME.

ARTICLE XV. MILITARY LEAVE

MILITARY LEAVE SHALL BE GRANTED PURSUANT TO STATE AND
FEDERAL LAWS AND NEW JERSEY DEPARTMENT OF PERSONNEL
REGULATIONS.

ARTICLE XVI. GRIEVANCE PROCEDURE

1. THE PURPOSE OF THE GRIEVANCE PROCEDURE SHALL BE TO SETTLE ALL GRIEVANCES BETWEEN THE TOWNSHIP AND THE PBA AND MEMBERS AS QUICKLY AS POSSIBLE SO AS TO ASSURE EFFICIENCY AND PROMOTE MEMBERSHIP MORALE.

2. A GRIEVANCE IS DEFINED AS AN ALLEGED VIOLATION OF THIS AGREEMENT OR AN ALLEGED IMPROPER DECISION. IT SHALL NOT INCLUDE DISCIPLINARY DECISION APPEALABLE TO THE CIVIL SERVICE COMMISSION.

3. AN AGGRIEVED EMPLOYEE SHALL INSTITUTE ACTION UNDER THE PROVISION HEREOF WITHIN FIFTEEN (15) CALENDAR DAYS OF THE OCCURRENCE COMPLAINED OF, FAILURE TO ACT WITHIN SAID FIFTEEN (15) DAYS SHALL BE DEEMED TO CONSTITUTE AN ABANDONMENT OF THE GRIEVANCE.

ALL GRIEVANCES SHALL BE PROCESSED AS FOLLOWS:

(A) THEY SHALL BE DISCUSSED WITH THE MEMBERS INVOLVED AND THE PBA REPRESENTATIVE, WITH THE DIRECTOR OF THE DEPARTMENT OR ANY REPRESENTATIVE DESIGNATED BY HIM, AN ANSWER SHALL BE MADE TO THE PBA WITHIN FIVE (5) CALENDAR DAYS BY THE DIRECTOR OF HIS DESIGNATED REPRESENTATIVE.

(B) IF THE GRIEVANCE IS NOT SETTLED THROUGH STEP (A), THE SAME SHALL BE REDUCED TO WRITING BY THE PBA AND SUBMITTED TO THE MAYOR OR HIS DESIGNATED REPRESENTATIVE, THE ANSWER TO SUCH GRIEVANCE SHALL BE IN WRITING, A COPY SENT TO THE PBA, WITHIN TEN (10) DAYS OF THE SUBMISSION.

ARTICLE XVI. GRIEVANCE PROCEDURE (CONT'D)

(C) IF THE GRIEVANCE IS NOT SETTLED THROUGH STEPS (A) AND (B), THE PBA SHALL HAVE THE RIGHT TO SUBMIT THE DISPUTE TO ARBITRATION, PURSUANT TO THE RULES AND REGULATIONS OF THE NEW JERSEY STATE BOARD OF MEDIATION, THE ARBITRATORS SHALL HAVE FULL POWER TO HEAR THE DISPUTE AND MAKE A FINAL DETERMINATION, WHICH SHALL BE BINDING ON ALL PARTIES, THE COST OF THE ARBITRATION SHALL BE BORNE BY THE TOWNSHIP AND THE PBA EQUALLY.

4. CHARGES OR COMPLAINTS AGAINST EMPLOYEES:

(A) CHARGES OR COMPLAINTS AGAINST ANY MEMBER OF THE POLICE DEPARTMENT MAY BE INVESTIGATED BY THE DIRECTOR OR HIS DESIGNEE, THE DIRECTOR MAY DISMISS THE MATTER OR DETERMINE THAT FORMAL CHARGES SHALL BE ISSUED, AND HE SHALL HEAR THE MATTER.

(B) IN THE EVENT OF A FORMAL HEARING BEFORE THE DIRECTOR THE OFFICER WILL BE NOTIFIED IN WRITING OF THE HEARING DATE, CHARGES, COMPLAINANT'S NAME AND THE NAMES OF ALL WITNESSES, A STENOGRAPHIC RECORD OF THE HEARING MAY BE TAKEN WITH COSTS TO BE PAID JOINTLY BY THE PARTIES.

(C) IN THE EVENT OF AN ADVERSE DECISION, AN OFFICER, ONLY WITH THE CONSENT AND APPROVAL OF THE EXECUTIVE BOARD OF THE PBA, MAY APPEAL THE MATTER TO THE MAYOR, WHERE A HEARING ON THE RECORD SHALL BE HAD, PROVIDED, HOWEVER, THAT IF THE OFFICER MAY APPEAL TO THE CIVIL SERVICE COMMISSION, THERE SHALL BE NO APPEAL TO THE MAYOR.

ARTICLE XVII. QUALIFICATION OF EMPLOYMENT

IT SHALL BE THE INTENT OF THE TOWNSHIP TO MAINTAIN OR INCREASE THE STANDARDS FOR ENTRANCE TO THE DEPARTMENT.

ARTICLE XVIII. COMMENDATION

MEMBERS SHALL BE PERMITTED TO WEAR PBA COMMENDATION
INSIGNIAS ON THEIR UNIFORMS, THE PBA AWARD COMMITTEE
SHALL BE RECOGNIZED BY THE TOWNSHIP COUNCIL.

ARTICLE XIX. EQUIPMENT

THE TOWNSHIP SHALL NOT REQUIRE EMPLOYEES TO OPERATE ANY MOTOR VEHICLES THAT ARE NOT IN SAFE OPERATING CONDITIONS NOR EQUIPPED WITH THE SAFETY APPLIANCES PRESCRIBED BY LAW OR REGULATIONS.

IT SHALL NOT BE A VIOLATION OF THIS AGREEMENT, NOR ANY STATUTE, RULE OR REGULATION FOR ANY EMPLOYEE TO REFUSE TO OPERATE SUCH VEHICLES UNLESS SUCH REFUSAL IS PATENTLY UNJUSTIFIED.

ARTICLE XX. BASE SALARY

EFFECTIVE JANUARY 1, 1998, THE WAGES AND INCREMENT STEPS FOR MEMBERS OF THE BARGAINING UNIT SHALL BE AS FOLLOWS:

<u>POLICE OFFICERS</u>	<u>MIN.</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>MAX.</u>
01/01/98	34,165	37,923	41,680	45,437	49,195	52,953	56,710
01/01/99	35,190	39,060	42,930	46,800	50,670	54,540	58,411
01/01/00	36,334	40,330	44,326	48,322	52,318	56,314	60,309
01/01/01	37,424	41,540	45,656	49,772	53,888	58,004	62,119
07/01/01	37,611	41,747	45,883	50,019	54,155	58,291	62,429

NEW POLICE OFFICERS HIRED AFTER 01/01/98 WILL STAY AT BASE TRAINING STEP; UPON GRADUATION FROM ACADEMY WILL MOVE TO THE MINIMUM STEP.

BASE TRAINING STEP

01/01/98	27,794
01/01/99	28,627
01/01/00	29,558
01/01/01	30,444
07/01/01	30,597

THE UNION AGREES THAT EFFECTIVE IN 1996 AND THEREAFTER, THE TOWNSHIP HAS THE OPTION OF CHANGING TO A BI-WEEKLY PAYROLL.

THE TOWNSHIP SHALL CONTINUE TO PROVIDE A PRESCRIPTION PLAN FOR ALL MEMBERS OF THE BARGAINING UNIT, PROVIDING BENEFITS NO LESS THAN CURRENTLY IN EFFECT WITH A \$3.00 CO-PAYMENT. THE CO-PAYMENT WILL BE INCREASED IN 1996 TO THE FOLLOWING: \$3.00 GENERIC/\$6.00 NAME BRAND COPAYS.

ALL EMPLOYEES HIRED AFTER 1/1/96 WHO WISH TO PARTICIPATE IN THE DENTAL AND/OR PRESCRIPTION PLANS PROVIDED BY THE TOWNSHIP WILL CONTRIBUTE 50% OF THE YEARLY PREMIUM COST WHICH IS TO BE WITHDRAWN FROM THE MEMBER'S PAY IN EQUAL PAYROLL DEDUCTIONS.

IF THE TOWNSHIP SELF-INSURES THESE BENEFITS, THE PARTICIPATION FEE SHALL BE BASED ON EXPERIENCE RATE.

THE TOWNSHIP SHALL PASS THE NECESSARY RESOLUTION TO THE STATE HEALTH BENEFITS FOR PARTICIPATION IN PAID HOSPITALIZATION FOR ELIGIBLE RETIRED MEMBERS PER RULES AND REGULATIONS OF THE STATE HEALTH BENEFITS TO BE EFFECTIVE JANUARY 1, 1989.

ARTICLE XXI. COURT TIME

SECTION 1. MEMBERS OF THE BARGAINING UNIT SHALL RECEIVE TIME AND A HALF THEIR REGULAR STRAIGHT TIME RATE OF PAY FOR ALL TIME SPENT AS A WITNESS, AND NOT AS A PARTY, IN ALL CRIMINAL COURTS, MUNICIPAL COURTS AND ADMINISTRATIVE AGENCIES WHEN ATTENDANCE IS IN ADDITION TO THEIR NORMAL TOUR OF DUTY. MEMBERS SHALL RECEIVE A MINIMUM OF TWO (2) HOURS, EFFECTIVE MAY 1, 1985.

SECTION 2. WHEN MEMBERS ARE REQUIRED TO USE THEIR PERSONAL VEHICLES TO ATTEND AS A WITNESS, AND NOT AS A PARTY, ANY COURT AND ADMINISTRATIVE AGENCY, WITH THE EXCEPTION OF MUNICIPAL COURT, HE SHALL RECEIVE \$.15 PER MILE REIMBURSEMENT.

SECTION 3. MEMBERS WHO ATTEND AS A WITNESS, AND NOT AS A PARTY, ANY COURT AND ADMINISTRATIVE AGENCY, WITH THE EXCEPTION OF MUNICIPAL COURT, SHALL RECEIVE \$3.50 LUNCH AND \$1.25 PARKING ALLOWANCE.

ARTICLE XXII. SCHOOLING

SECTION 1. ALL MEMBERS OF THE POLICE DEPARTMENT WHO ARE OR BECOME MATRICULATED IN A RECOGNIZED POLICE RELATED COLLEGE PROGRAM WILL BE PAID BY THE TOWN AN ADDITIONAL SALARY SUBJECT TO THE ORDINANCE NOW IN EFFECT, WITH THE FOLLOWING CHANGES: NUMBER OF CREDITS AS OF JUNE 30, ADDITIONAL SALARY PAYABLE IN AUGUST. PARTICIPANTS UNDER THIS ARTICLE ARE TO PROVIDE ANNUAL CERTIFIED TRANSCRIPTS FROM THE RECOGNIZED COLLEGE OR CERTIFIED LETTERS OF MATRICULATION FROM SAID INSTITUTION.

ARTICLE XXIII. MISCELLANEOUS

SECTION 1. ALL MEMBERS SHALL BE MADE AWARE OF ANY FORMAL CHARGES CONCERNING HIM, HE SHALL HAVE THE RIGHT TO REMAIN SILENT UNTIL HE CONSULTS WITH AN ATTORNEY OF THE PBA.

SECTION 2. THE TOWNSHIP WILL SUPPLY A LOCKER FOR EACH MEMBER FOR HIS OWN USE, WHEN SPACE IS AVAILABLE.

SECTION 3. MEMBERS SHALL NOT BE SUSPENDED OR SUFFER ANY LOSS IN BENEFITS UNTIL AFTER THE MEMBER HAS HAD A DEPARTMENTAL HEARING AND HAS BEEN FOUND GUILTY, EXCEPT IN CASES OF SEVERE NATURE WHEN THE DIRECTOR OR SUPERIOR OFFICER IN CHARGE DEEMS THE SUSPENSION OF THE MEMBER OF IMMEDIATE NECESSITY FOR THE SAFETY OF THE PUBLIC OR THE WELFARE OF THE DEPARTMENT. THE DIRECTOR OR SUPERIOR OFFICER IN CHARGE SHALL IMMEDIATELY SUBMIT A REPORT, EXPLAINING SUCH ACTION TO HIS SUPERIOR AND THE MAYOR.

SECTION 4. POLICE OFFICERS SHALL NOT BE REQUIRED TO OPERATE FIRE APPARATUS NOR SHALL ANY MEMBER BE REQUIRED TO PERFORM FIREFIGHTER FUNCTIONS OR DUTIES OR ACT AS A FIREFIGHTER, POLICE OFFICERS SHALL NOT BE REQUIRED TO CONTROL DISORDERS BY THE USE OF HOSE STREAMS, EMERGENCIES PRESENTLY HANDLED SHALL BE MAINTAINED.

SECTION 5. POLICE OFFICERS MAY NOT BE REQUIRED TO OPERATE, RIDE ON OR ASSIST WITH THE OPERATION OF ANY AMBULANCE EXCEPT FOR POLICE AMBULANCE OR WHEN A FIRE EMERGENCY EXISTS OR WHENEVER THE POLICE DIRECTOR, AT THIS DISCRETION, DETERMINES AN EMERGENCY EXISTS, A POLICE OFFICER WILL ASSIST THE FIRE DEPARTMENT AMBULANCE AFTER 6:00 P.M. PER EXISTING PRACTICE.

SECTION 6. IT WILL BE THE INTENT OF THE TOWNSHIP TO PROVIDE ADEQUATE RADIO COMMUNICATION FOR DISMOUNTED FUNCTIONS WHENEVER SUCH EQUIPMENT IS AVAILABLE.

SECTION 7. THE PAL DIRECTOR SHALL BE GRANTED TIME OFF TO PERFORM PAL DUTIES, DEPARTMENT MANPOWER PERMITTING, AT THE DISCRETION OF THE POLICE DIRECTOR.

SECTION 8. LONGEVITY CHANGES OCCURRING AFTER 1/1/95 WILL BECOME EFFECTIVE THE 1ST OF THE MONTH FOLLOWING THE MEMBER'S ANNIVERSARY DATE OF HIRE.

ARTICLE XXIV. NEGOTIATION PROCEDURE

SECTION 1. THE PARTIES AGREE TO ENTER INTO COLLECTIVE NEGOTIATIONS OVER A SUCCESSOR AGREEMENT IN ACCORDANCE WITH THE NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT IN GOOD FAITH EFFORT TO REACH AGREEMENT ON ALL MATTERS CONCERNING THE TERMS AND CONDITIONS OF EMPLOYMENT OF THE TOWNSHIP EMPLOYEES INCLUDED IN ARTICLE 1. SUCH NEGOTIATIONS SHALL BEGIN NOT LATER THAN SEPTEMBER 15 OF THE CALENDAR YEAR IN WHICH THIS AGREEMENT EXPIRES, ANY AGREEMENT SO NEGOTIATED SHALL APPLY TO ALL EMPLOYEES INCLUDED IN ARTICLE 1. AND SHALL BE REDUCED TO WRITING, SIGNED BY AUTHORIZED REPRESENTATIVES OF THE TOWNSHIP OF WEST ORANGE AND THE MEMBERS OF THE WEST ORANGE PBA.

SECTION 2. THE TOWNSHIP AGREES THAT THERE SHALL BE NO CHANGE IN THE TERMS AND CONDITIONS OF EMPLOYMENT DURING THE LIFETIME OF THIS AGREEMENT, EXCEPT THROUGH NEGOTIATIONS BETWEEN THE PARTIES.

SECTION 3. WHENEVER ANY REPRESENTATIVE OF THE PBA OR ANY EMPLOYEE IS MUTUALLY SCHEDULED BY THE PARTIES TO PARTICIPATE DURING THE EMPLOYEE'S SCHEDULED WORKING HOURS IN NEGOTIATIONS GRIEVANCE PROCEEDINGS, CONFERENCE OR MEETINGS, HE SHALL SUFFER NO LOSS IN PAY OR OTHER FRINGE BENEFITS.

ARTICLE XXV. SAVINGS CLAUSE

SECTION 1. IN THE EVENT THAT ANY FEDERAL OR STATE LEGISLATION, GOVERNMENTAL REGULATION OR COURT DECISION CAUSES INVALIDATION OF ANY ARTICLE OR SECTION OF THIS AGREEMENT, ALL OTHER ARTICLES AND SECTIONS NOT SO INVALIDATED SHALL REMAIN IN FULL FORCE AND EFFECT, AND THE PARTIES SHALL RENEGOTIATE CONCERNING ANY SUCH INVALIDATED PROVISIONS.

ARTICLE XXVI. DURATION OF AGREEMENT

THIS AGREEMENT SHALL BECOME EFFECTIVE JANUARY 1, 1998 AND SHALL TERMINATE ON DECEMBER 31, 2001. ALL PROVISIONS CONTAINED HEREIN SHALL BE RETROACTIVE TO THE EFFECTIVE DATE OF THIS AGREEMENT. THIS CONTRACT SHALL REMAIN IN EFFECT UNTIL A NEW CONTRACT IS NEGOTIATED.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or have caused these presents to be signed by their corporate officers and their corporate seals affixed hereto as of this 14 day of December, 1999

TOWNSHIP OF WEST ORANGE

ATTEST:

Nancy R. O'Hara

BY:

John F. McKeon
JOHN F. MCKEON, MAYOR

NEW JERSEY STATE PBA
WEST ORANGE LOCAL # 25

ATTEST:

Celine H. Sullivan

BY:

Brian J. Murphy
PRESIDENT