

Contract # 1310

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A G R E E M E N T

THIS AGREEMENT, made this 19<sup>th</sup> day of Sept 19 91  
by and between the BOROUGH OF NEW MILFORD, a body politic and  
corporate of the State of New Jersey, hereinafter referred to as  
"The Employer", and the POLICEMAN'S BENEVOLENT ASSOCIATION,  
LOCAL 83, (New Milford Unit) hereinafter referred to as the  
"Association".

WHEREAS, the Employer and the Association 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: *gm*

LIBRARY  
INSTITUTE OF MANAGEMENT  
AUG 2 1991  
RUTGERS UNIVERSITY

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ARTICLE I - PRESERVATION OF RIGHTS

A. The Borough of New Milford agrees that all benefits, terms and conditions of employment relating to the status of Borough of New Milford Police Officers, 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 existing standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

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

C. If agreement is reached between the parties as to any such additional issues relating to their employment, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the Mayor or Council President.

D. Any changes and modifications concerning terms and conditions of employment shall be negotiated with the majority representative before they are established *gm*

ARTICLE II - EMPLOYEES' BASIC RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968 as amended, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 as amended, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

B. The Employer further agrees that it shall not discriminate against any Employee by reason of his membership in the Association and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint of proceedings under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

C. For the purpose of this Agreement, the term "Police Officer" or "Employee" shall be defined as a full time Police Officer employed on a permanent basis, and to include the plural as well as the singular, and to include females as well as males, special police, appointed pursuant to N.J.S.A. 40A:14-146 are expressly excluded. *jm*

ARTICLE III - EXCLUSIVITY OF ASSOCIATION REPRESENTATION

(A) The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association (PBA Local 83, New Milford Unit) only with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of the Agreement.

(B) Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer. *gm*

ARTICLE IV - EXISTING LAW

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



ARTICLE V - ASSOCIATION RECOGNITION

A. The Employer recognizes PBA Local 83 (New Milford Unit) only as the exclusive bargaining representative for the purposes of collective negotiations with respect to all negotiable items of employment of all Employees employed by the Employer's Police Department except those Employees excluded herein, (Chief excluded).

B. No Employee shall be compelled to join the Association. The Association shall designate representatives within the Department and alternates for enforcement of this Agreement provided they are members of the New Milford Police Department or attorneys.

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

D. 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:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers. *Jm*

E. The designated Association representative shall be granted reasonable time during the working hours to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with Employer officials. There shall be no overtime or compensatory time credited under this section. *jm*

ARTICLE VI - RIGHTS OF EMPLOYEES

In an effort to insure that investigations of Police personnel 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 force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, as determined by the Chief of Police. If any time is lost as a result of a departmental investigation, the member of the force shall be compensated, so long as he is exonerated of the charge.

(b) The interrogations shall take place at a location designated by the Chief of Police.

(c) The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact. *Jm*

(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 force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

(f) The complete interrogations of the member of the force shall be recorded mechanically or by a stenographer, if so requested by him. There will be no "off-the-record" questions unless agreed to by the parties. All recesses called during the questioning shall be recorded.

(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. *gm*

ARTICLE VII - DATA FOR FUTURE BARGAINING

A. The Employer and the Association each agree to make available to the other all relevant data that they may require to bargain collectively.

B. Neither the Employer nor the Association shall incur additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product. *gm*

ARTICLE VIII - SALARIES

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

ARTICLE IX - WORK DAY, WORK WEEK AND OVERTIME

A. The work day and work week for all Employees including the current schedule shall be maintained during the term of this Agreement.

B. Overtime at the time and one-half rate shall be paid for all hours worked by employees beyond the normal daily or weekly tour of duty without limitations. This provision shall not apply to Detectives.

C. The employees within the bargaining unit agree to attend one meeting each quarter of the calendar year for a duration of two hours which shall be commonly referred to as the "Chief's Meeting". One of the above-mentioned meetings may be used by the employee to satisfy his/her annual weapons qualification requirement. No additional compensation shall be provided pursuant to this provision. The Chief shall designate two dates for each quarterly meeting. *jm*

ARTICLE X - HOURLY RATE

To compute an Employee's hourly rate, the sum of his yearly base salary (including longevity pay) shall be divided by 2080 hours. *gr*



ARTICLE XI - COURT TIME

A. 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, including persons assigned to the Detective Squad, shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts of Administrative Bodies as a direct result of his official duties.

B. When an Employee covered under this Agreement including persons assigned to the Detective Bureau, 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.

C. Payment pursuant to this Article shall be at the time and one-half rate. *Jm*

ARTICLE XII - TRAINING PAY

The Employer agrees to compensate all Employees covered by this Agreement at the time and one-half rate for attending training courses designated or authorized by the Chief which are beyond the Employee's normal tour for a day or normal work week. *jm*

ARTICLE XIII - RECALL

Any Employee who is called back to work after having completed his regular scheduled shift or during a scheduled day off shall be guaranteed two (2) hours of work or pay at the overtime rate. *Jm*

ARTICLE XIV - LONGEVITY

In addition to all wages and all payments, each Employee shall be entitled to longevity payment as set forth in Appendix "B". *gm*

ARTICLE XV - UNIFORMS

A. Each new Employee shall receive free of charge from the Employer the standard uniform and his weapon and his first issue of leather goods. Thereafter, the Employer will pay each Employee the sum of Four Hundred (\$400.00) Dollars per year as a clothing allowance. The current practice of vendor submitted vouchers will continue throughout the term of this Agreement. This shall apply to plainclothed as well as uniformed Employees.

B. If the Employer decides to change the uniform or any part thereof, any such changed items shall be provided to each Employee, free of charge.

C. Utilization of above Section shall not diminish the clothing allowance set forth in this Agreement, except if a complete new uniform is issued in any calendar year.

C. An Employee's uniform or personal equipment which is required of 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 without set off against the annual allowance. Employees must submit proof of damage to the Chief before ordering any replacements for damaged clothing or equipment (immediately after such damage to clothing or equipment occurs). *Jm*

ARTICLE XVI - PBA REPRESENTATIVES

The Employer agrees to grant the necessary time off without loss of pay to one member of the Association or his alternate selected by the members of the Association as a delegate to attend any State or National Convention of the New Jersey Policemen's Benevolent Association. *jm*

ARTICLE XVIII - PERSONAL LEAVE

Each employee shall have two (2) personal leave days per year. For purposes of this clause, an Employee shall not be required to notify his superior of the reason for the personal leave day. Personal days may be accumulated from year to year up to a maximum of four (4) days.

No personal days shall be granted during the twenty-four (24) hour period before or following a holiday, except at the discretion of the Chief of Police. Such discretion shall not be unreasonably withheld. *Jm*

ARTICLE XIX - HOLIDAYS

A. Employees of the Police Department shall be entitled to the following holidays without loss of pay:

New Years Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Elections Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

B. The payment of holidays for all Employees covered by this Agreement shall continue as per past practice. *Jr*



ARTICLE XX - SICK LEAVE

A. An Employee shall be eligible to receive fifteen (15) working days with benefits when he is unable to work due to a verifiable sickness, injury or illness. The Employee shall be required to report any sickness, injury or illness as soon as practicable to his commanding officer. An Employee may reasonably be required to present proof of any sickness, injury or illness upon request of the Borough. An Employee may be required to reasonably undergo any medical examination or tests required by the Borough. Relative to the above sick leave, all expenses for required examinations are to be borne by the Employer.

B. The Employer shall compensate any Employee who utilizes less than four (4) sick days from December 1, through November of the immediately succeeding year, a bonus of One Hundred (\$100.00) Dollars to be paid in the first pay period of December of that year.

Effective January 1, 1986, the Employer shall compensate each employee for unused sick leave as follows:

0 sick days used = \$300.00

1 sick day used = \$250.00

2 sick days used = \$200.00

3 sick days used = \$150.00

4 sick days used = \$100.00

calculated from December 1, through November of the immediately succeeding year to be paid in the first pay period of each December. *jr*

C. If it appears to the Borough that an Employee who is out pursuant to this Section will probably not be able to return to work due to such sickness, injury or illness, the Borough may reasonably require that the appropriate pension papers be submitted to the Pension Board on or after an absence of one (1) year due to sickness, injury or illness.

D. An abuse of the within sick leave policy shall cause the Employee to be subject to disciplinary action including suspension and/or dismissal.

E. Accumulation of sick days shall continue pursuant to past practice except that there shall be no limitation on the number of days so accumulated.

F. The Mayor and Council will grant special consideration to any full time Employee of the New Milford Police Department for any long term illness not exceeding fifty-two (52) weeks, provided that said Employee has first depleted his accumulated sick days, personal days, holidays and vacation days. The Employee shall be covered under all provisions of this Agreement for this period of time, to the same extent as if he were on full time active duty. *jm*

ARTICLE XXI - WORK INCURRED INJURY

Where an Employee covered under this Agreement suffers a work incurred injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

The Employee shall be required to present evidence by a certificate from a responsible physician that he is unable to work. The Employer may require the said Employee to present an additional certificate from the Police Surgeon.

For the purpose of this Article, injury of illness incurred while the Employee is acting in any Employer authorized activity, shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or an injury, on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation court, or, if there is an appeal therefrom, the final decision of the last reviewing court.

An injury on duty requiring time off for treatment, recuperation, or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties. *jm*

ARTICLE XXII - BEREAVEMENT LEAVE

All permanent full time Employees covered by this Agreement shall be entitled to leave with pay from the date of death through the day after burial of a member of his immediate family not to exceed five (5) calendar days.

Immediate family shall include spouse, or children, parents, brothers, sisters, grandparents of Employees or spouse.

Such funeral leave shall not be charged against the Employees' vacation or sick leave.

Any extension of absence under this Article, however, may at the Employee's option and with the consent of the department head, be charged against available vacation time or be taken without pay for a reasonable period.

In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police or the Chairman of the Police Committee. *gmu*

ARTICLE XXIII - MEDICAL CONTRACT

A. The Employer will provide and pay for Blue Cross, Blue Shield, Rider J and Major Medical Insurance for Employees covered by this Agreement and their families. All plans presently in existence shall be maintained. All increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

B. Effective January 1, 1988, the Borough will provide a Family Health Care Plan for Employees and their spouses for employees who retire after twenty-five years of service or upon disability retirement, which Plan shall be the same as or equivalent to that which is currently being provided to members of the bargaining unit. All premiums and increases in premiums subsequent to retirement shall be borne entirely by the Borough until the retiree attains age 65, except that any employee who has twenty-five or more years of service as of the expiration of this Contract, shall be provided with said coverage by the Borough to age 68, unless the Employee obtains new Employment which provides him with the same or equivalent coverage and under the same or similar conditions, in which event the Employee must accept the Employer's coverage. *Jm*

C. Effective December 31, 1989, the provision of paragraph B of this section is modified to include "employees and their families", in lieu of "employees and their spouses".

D. In addition, if the retiree so chooses and upon notification to the Borough, the Borough shall continue to maintain this insurance coverage after the expiration terms referenced above provided that thereafter the retiree assumes payment of the premiums.

E. Effective January 1, 1988, the Employer shall provide the currently effective optical plan for members of the Police Department to members of the Police Department and their families.

F. Dental Plan - The Employer shall maintain its Delta Dental Service Plan, or equivalent package with orthodontia service.

G. Effective January 1, 1988, the Borough shall provide a Family Prescription Plan whereby the maximum payment by the Employee for any prescription shall be two dollars (\$2.00). *gn*

AGREEMENT

between the

BOROUGH OF NEW MILFORD

and

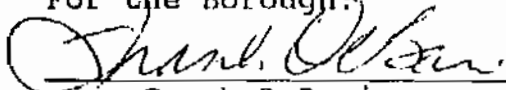
PBA LOCAL 83

IT IS HEREBY AGREED between the BOROUGH OF NEW MILFORD (hereinafter "Borough") and PBA LOCAL 83 (hereinafter "PBA"), on this 8th day of April, 1991, (1) that the following provision shall become effective immediately upon the execution of this document by the parties, and (2) that the following provision shall be incorporated into and become part of the collective bargaining Agreement between the parties, also effective immediately:

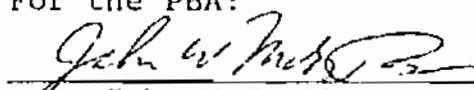
MEDICAL COVERAGE

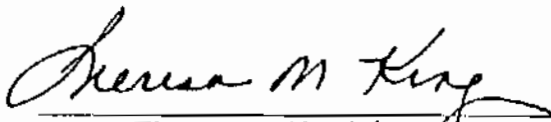
Coverage Continuance: In the event that any present insurance carrier shall refuse to continue to provide such insurance, or in the event that the Borough shall elect to place such coverage with a different insurance carrier or become self-insured, the Borough will attempt to effectuate a transfer of coverage with no interruption of coverage or loss of benefits to any employees or dependents. Any and all increases in premium payments shall be borne by the Borough. In the event that a change in coverage takes place because the Borough elects to change insurance carriers or becomes self-insured, and if, for that reason, an employee or any member of the employee's family shall be denied benefits, then the Borough shall reimburse the employee under the pre-existing insurance program.

For the Borough:

  
\_\_\_\_\_  
Frank DeBari,  
Council President

For the PBA:

  
\_\_\_\_\_  
John McGrath  
PBA President

  
\_\_\_\_\_  
Theresa M. King  
Mayor

ARTICLE XXIV - INSURANCE

The Employer will indemnify all Employees covered by this Agreement 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, privileged occupancy and the invasion of civil rights. *jm*



ARTICLE XXV - BULLETIN BOARD

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

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. All notices on bulletin boards, or memorandums to be posted on this bulletin board, will be first shown to the Chief of Police for his approval.

No matter may be posted without receiving permission of the officially designated Association representative. *Jm*

ARTICLE XXVI - CEREMONIAL ACTIVITIES

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 two (2) (provided more than one can be spared) uniformed Police Officers from the Department to participate in funeral services for the deceased officer. The uniformed Police Officers from the Borough shall volunteer to attend the funeral service as a representative of the New Milford Police Department and the Borough shall not be liable for any wages or expenses whatsoever.

Subject to the availability of same, the Employer will permit a department vehicle to be utilized by the member in the funeral service. *Jm*

ARTICLE XXVII - PERSONNEL FILES

A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

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.

Whenever a written complaint concerning an officer or his designated representative.

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, 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.

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

ARTICLE XXVIII - MILITARY LEAVE

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. *Jr*

ARTICLE XXIX - PENSION

The Employee shall be covered under the Police and Firemens' Retirement System for the State of New Jersey, as required by law. *Jn*

ARTICLE XXX - GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

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 any of the provisions of this Agreement or any applicable rule or regulation.

The procedure for settlement of grievances shall be as follows:

STEP ONE

In the event that any Employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him.

STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within ten (10) working days the grievance shall be presented in writing to the Chief of Police or his designee. The Chief shall render a decision within five (5) working days after the grievance was first presented to him. *Jm*

STEP THREE

If no satisfactory resolution of the grievance is reached at Step Two, then within ten (10) working days the Association shall request the Borough Clerk to place the grievance on the Mayor and Council's agenda together with copies of all previous correspondence relating to the matter in dispute. The Mayor and Council may give the Association the opportunity to be heard and will give its decision in writing within fifteen (15) working days of receipt of the written grievance.

STEP FOUR

If no satisfactory resolution of the grievance is reached at Step Three, the Employee or the Association may refer the matter to PERC for the selection of an Arbitrator. The parties will pay their respective costs for arbitration, and the decision of the arbitrator shall be binding upon the parties. *gn*

ARTICLE XXXI - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to an Employee, member or group of Employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in the N.J.S.A. 34:13A-3 et seq; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby *Jm*



ARTICLE XXXII - MILEAGE ALLOWANCE

Whenever an Employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance of Twenty-Two (.22) Cents per mile. *jm*

ARTICLE XXXIII - TELEPHONE

Each Employee shall be required to submit his home telephone number to the Department and shall be required to report any change of home telephone number.

The Department shall not release the Employee's home telephone number to anyone without an express and written authorization executed by the Employee. *gm*

ARTICLE XXXIV - NO WAIVER

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

The Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law. *Jm*

ARTICLE XXXV - UNIFORM REGULATIONS

An Employee may remove his uniform hat while riding in an official patrol vehicle. *gn*

ARTICLE XXXVI - FACILITIES

All Police quarters shall have adequate air conditioning, heating, hot water, sanitary facilities, and reasonably private locker rooms *g*

ARTICLE XXXVII - SENIORITY

Seniority shall apply to Employees covered by this Agreement. Such principles shall apply to lay off and recall. Employees covered by this Agreement shall be subject to lay off and recall to their position after lay off, by virtue of their seniority. Seniority is defined to mean the accumulated length of service with the Department. Time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by the time lost due to an illness or injury in the line of duty. An illness or injury in the line of duty must be certified by the Police Surgeon. *gr*

ARTICLE XXXVIII - MEAL ALLOWANCE

An Employee who is obligated to go outside of the Borough on official business shall receive a meal allowance of Five (\$5.00) Dollars per meal. *gr*

ARTICLE XXXIX - PRIORITY FOR OVERTIME

Overtime will be offered to regular full time officers first, before it is offered to any other person, and said overtime shall be offered pursuant to present practice. All scheduled overtime is subject to approval of the Chief of Police of his designated replacement. *gn*



ARTICLE XL - REPLACEMENTS

In accordance with present practice no full time Employees covered by this Agreement shall be replaced by any non-police part time or other personnel.

No post presently filled by a full time Employee covered by this Agreement shall be covered by any non-police part time or other personnel. *gm*

ARTICLE XLI - OFF-DUTY POLICE ACTION

All Police Officers are extended all protection provided under Section 40A:14-152.1 et seq. *jm*

ARTICLE XLII - MATERNITY LEAVE

Maternity leave not to exceed three (3) months without pay shall be granted at the request of a female Employee. *gn*

ARTICLE XLIII - SAFETY AND HEALTH

The Employer shall at all times attempt to maintain existing working conditions to insure maximum safety for all Employees. *Jm*

ARTICLE XLIV - CHANGES AND MODIFICATIONS

In the event the appropriate State Pension Board of the Legislature make any modifications to the present Pension Law or Rules and Regulations relating thereto which modifications would inure to the benefit of the Employees if they were incorporated herein, such modifications shall be considered as incorporated herein without further action by or between the parties hereto. *Jn*

ARTICLE XLV - UNIT MEMBERSHIP

Membership in the Employee organization (PBA Local 83, New Milford Unit), hereinafter in this clause called PBA, is not compulsory. Regular Employees have the right to join, not join, maintain, or drop their membership within the PBA, if they see fit. Neither party shall exert any pressure on or discriminate against any Employee as regarding such matters.

Membership in the PBA is separate, apart, and distinct from the assumption by one of the equal obligation to the extent, that he has received equal benefits. The PBA is required under this Agreement to represent all of the Employees bargaining unit fairly and equally without regard to PBA membership. The terms of this Agreement have been made for Employees in the bargaining unit and not only for members in the PBA, and this Agreement has been executed by the Employer after it has satisfied itself and the PBA is a proper majority representative. *g*

ARTICLE XLVI - DEPARTMENTAL SAFETY

The Employer shall at all times maintain existing working conditions, including police vehicles, to insure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices towards that end. *gn*

ARTICLE XLVII - SHIFT CHANGES

The Employer agrees that it will not adjust shifts for the purpose of avoiding overtime to Employees covered by this Agreement. *g*



ARTICLE XLVIII - DETECTIVE SQUAD

All persons assigned to the Detective Squad regardless of rank shall receive One Thousand (\$1,000.00) Dollars per annum. *J*

ARTICLE ~~XLIX~~ EDUCATION ALLOWANCE

A. In addition to all other payments set forth in this Agreement, each Employee shall receive payment for all college credits earned in courses related to or leading to a Bachelor's Degree in Police Science or other related law enforcement degree.

B. The above payment shall be Ten (\$10.00) Dollars per credit paid annually, which shall be pro-rated and included in the Employee's periodic paychecks.

C. The above-referenced subsection A and B shall apply to individuals who have attained an Associate's Degree or 60 or more credits of a matriculating Four Year Degree (Bachelors Degree). *Jr*

ARTICLE LI - TERMINAL LEAVE

Effective January 1, 1988, terminal leave for retiring employees covered under this contract shall be calculated as follows:

A. Seventy-five percent (75%) of accumulated sick days for entire period of service with the total not to exceed 183 working days, and

B. All accumulated and unused holidays to date of retirement, and

C. All unused vacation and personal days to date of retirement, and

D. For employees, who, during the term of this contract attain 20 or more years of service with the Borough of New Milford, these employees only will receive an additional twenty (20) working days towards terminal leave. *Jm*

ARTICLE LII - TERM OF CONTRACT

A. The term of this Contract shall be from January 1, 19<sup>90</sup> through December 31, 1993 or until such time as a successor contract is executed.

B. All benefits and terms or conditions of employment agreed upon between other parties in this Agreement which are retroactive shall be paid as soon as practicable. *gn*

Memorandum of Understanding  
Between  
Borough of New Milford  
And  
PBA Local 83, New Milford Unit

The Undersigned representatives of the parties hereby agree to a successor contract on the following terms:

1- Term of Agreement: January 1, 1990 through December 31, 1993.

2- Salary: See Appendix "A"

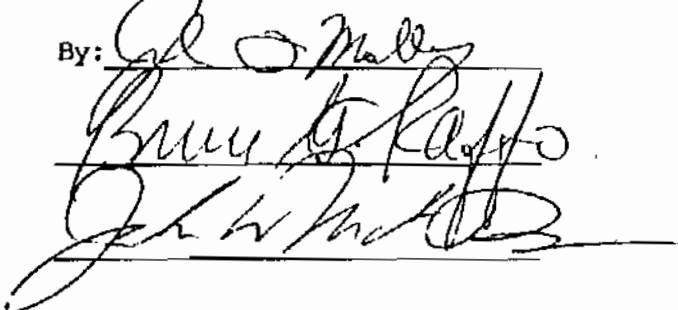
3- Interest Arbitration: The interest arbitration award issued by Stanley L. Aiges on July 24, 1991; under PERC Docket Number IA-90-56, shall not establish the terms of the parties' contract and is expressly replaced by this Memorandum of Understanding.

4- Other terms: Unless expressly modified by this Memorandum of Understanding, all other terms of the contract which expired on December 31, 1989 shall remain in full force and effect for the period January 1, 1990 through December 31, 1993, and continuing thereafter, until expressly modified by Agreement between the parties.

The parties further agree that, upon execution, this Memorandum of Understanding goes into full force and effect and becomes incorporated into the collectively negotiated Agreement between the parties.

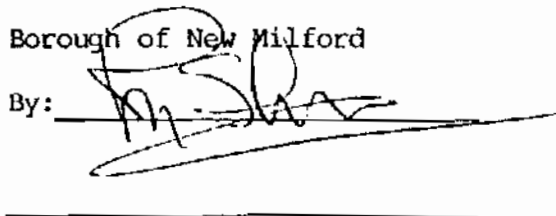
PBA Local 83, New Milford Unit

By:

  
Three handwritten signatures are present, each on a horizontal line. The signatures are written in cursive and appear to be: 1. A signature starting with 'G' and ending with 'M'. 2. A signature starting with 'B' and ending with 'K'. 3. A signature starting with 'J' and ending with 'H'.

Borough of New Milford

By:

  
A single handwritten signature is present on a horizontal line. The signature is written in cursive and appears to be: 1. A signature starting with 'M' and ending with 'S'.

# APPENDIX "A"

<b>POLICE DEPARTMENT SALARY AND WAGES</b>
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Borough of New Milford	Effective- Jan. 1, 1991 1991 BASE @ 8%	Jan. 1, 1992 1992 BASE @ 8.5%	Jan. 1, 1993 1993 BASE @ 8.5%
<i>CAPTAIN</i>	\$51,962.49	\$56,379.30	\$61,171.54
<i>LIEUTENANT</i>	\$48,563.07	\$52,690.94	\$57,169.67
<i>SERGEANT</i>	\$45,386.05	\$49,243.87	\$53,429.59
<i>PATROLPERSON 5</i>	\$42,416.87	\$46,022.30	\$49,934.20
<i>PATROLPERSON 4</i>	\$34,224.10	\$37,133.15	\$40,289.46
<i>PATROLPERSON 3</i>	\$32,434.44	\$35,191.37	\$38,182.64
<i>PATROLPERSON 2</i>	\$22,878.43	\$24,823.09	\$26,933.06
<i>PATROLPERSON 1</i>	\$21,542.97	\$23,374.12	\$25,360.92
<i>PROBATION</i>		\$19,041.75	\$20,660.30

*Jm*

APPENDIX "B"

LONGEVITY

Effective January 1, 1988

Longevity shall be paid as follows:

Three percent (3%) of base pay after four (4) years of services.

Four percent (4%) of base pay after eight (8) years of services.

Five percent (5%) of base pay after twelve (12) years of services.

Six percent (6%) of base pay after sixteen (16) years of services.

Seven percent (7%) of base pay after twenty (20) years of services.

Eight percent (8%) of base pay after twenty-four (24) years of services. *jm*