

Contract no. 823

AGREEMENT

BETWEEN

BOROUGH OF WOODCLIFF LAKE

AND

WOODCLIFF LAKE PBA LOCAL NO. 206

January 1, 1991 to December 31, 1993

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AGREEMENT

THIS AGREEMENT, made this 25th day of April, 1991, between the BOROUGH OF WOODCLIFF LAKE, hereinafter referred to as the "Borough" or "Employer", and members of the Woodcliff Lake Police Department, excluding the Chief of Police and Captain, hereinafter referred to the "Policemen" or "Employee".

ARTICLE I
MANAGEMENT

The policemen recognize 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 are retained exclusively by the Employer, subject only to such limitations as are specifically provided in this Agreement.

ARTICLE II
GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, and minor discipline cases. The following procedures shall be followed. Minor discipline is defined as any discipline which results in the suspension of five (5) days, or equivalent fine, or any lesser penalty.

A. Immediate Supervisor

A policeman with a grievance shall first discuss it with his immediate supervisor to ascertain whether the grievance may be resolved informally.

B. Chief of Police

In the event the grievance cannot be resolved informally to the satisfaction of the aggrieved policeman, or in the event that no decision is made by his immediate supervisor within five (5) working days after the informal presentation of the grievance to the policeman's immediate supervisor, the policeman may file a written grievance with the Chief of Police, or in his absence, such person as may be designated by him. The Chief of Police shall hold a hearing with the aggrieved immediate within five (5) working days of the filing of the written grievance with the Chief of Police.

C. Mayor and Council

In the event that the grievance cannot be resolved at the hearing with the Chief of Police, to the satisfaction of the aggrieved policeman, or in the event that a written decision is not rendered by the Police Chief concerning said grievance within five (5) working days after such hearing, this grievance shall be referred to the Mayor and Council. The Mayor and Council shall hold a hearing concerning the grievance within thirty (30) days. The hearing shall not be held publicly unless the policeman and the Mayor and Council mutually agree in writing that the hearing should be public. The Mayor and Council shall render its final written decision concerning such grievance within fifteen (15) working days of the date of the hearing.

D. Arbitration

In the event that the aggrieved policeman is not satisfied with the decision of the Mayor and Council he may, within fifteen (15) calendar days of the decision of the Mayor and Council, request arbitration. In the event the aggrieved policeman requests arbitration:

1. The arbitrator shall be selected in accordance with the Roles and Regulations of the New Jersey Public Employment Relations Commission.

2. The arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the arbitrator's findings of fact, reasons, and conclusions on the issue or issues submitted for arbitration.

3. The arbitrator's decision shall be binding.

4. The cost for services of the arbitration shall be borne equally between the parties. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring such expenses.

E. Time Limits

The times for rendering decisions and taking action as hereinbefore set forth, shall be construed as maximum time limits. However, these may be extended upon mutual agreement between the parties. No grievance shall be presented later than one (1) week from the date of the occurrence which gave rise to the grievance.

F. Representation

Any employee may be represented at all stages of the grievance procedure by himself or an attorney-at-law of the State of New Jersey.

ARTICLE III

SALARIES

The salary schedules for all employees for 1991, 1992 and 1993 are set forth in Schedule "A" which is attached hereto, and made part hereof.

All base salary adjustments shall commence on the first pay period of the calendar year, except increment steps, which shall commence on the employee's anniversary date.

ARTICLE IV
LONGEVITY PAY

Effective July 1, 1989, the following shall be in effect:

<u>Step</u>	<u>Longevity %</u>	<u>After Years of Service</u>
1	2	6
2	4	11
3	6	15
4	8	19
5	10	23
6	12 (CAP)	29

ARTICLE V

OVERTIME PAY AND MINIMUM CALL BACK

A. The parties understand and agree that the Employee's working time is based upon a forty (40) hour week, fifty-two (52) weeks annually. Overtime pay will be paid by the Employer to the Employee for all hours in excess of forty (40) hours per week actually worked, including time spent in Court, at the rate of one and one half (1 1/2) times the policeman's base salary.

B. In the event that an Employee works more than eight (8) hours in any work day, he shall be paid at a rate of one and one half (1 1/2) times his base hourly rate for each hour worked in excess of the eight (8) hours that day.

C. Overtime for regularly scheduled shifts and details will be offered to regular/full-time members of the Police Department first, in an order of preference based on a rotating seniority roster. After it has been refused by each member of this seniority roster, it shall be offered to persons other than full-time employees, i.e., "special officers."

D. Any employee who is recalled to active duty after his regular tour is completed by the Chief of Police or his designees shall be considered to have worked a minimum of two (2) hours at the overtime rate, i.e., one and one half (1 1/2) times his base hourly rate.

ARTICLE VI

STAND-BY-PAY

An employee shall receive, in addition to his salary, one (1) hour's pay for every two (2) hours he is placed on "stand-by" for the possible recall to active duty by the Chief of Police or his designee.

ARTICLE VII

TOUR COMMANDER PAY

An employee who is a patrolman and who is called upon to perform the duties of tour commander shall receive sergeant's pay for each and every such tour. This provision shall terminate 7/1/89 and be deleted from the contract.

ARTICLE VIII

SALARY CONTINUANCE POLICY

In the event of a long-term illness or incapacitation (herein defined as one lasting at least sixty [60] days) of any employee covered under this Agreement, such employee may use accumulated sick days for the first sixty (60) days of said illness beginning with the sixty-first (61) day of said illness. Such employee will be placed back on the payroll at full salary for a continuous period of four (4) months during the continuance of said illness or incapacitation. In the event an employee does not have enough time accumulated for any or all of the first sixty (60) days, he may borrow any time needed for said sixty (60) days from Sick Bank. This time will be paid back subsequent years.

Officers shall be credited with sick time, on a one-time-only basis, as follows:

A. Twenty (20) sick days, non-reimbursable, will be credited in Sick Bank for those officers hired prior to June 15, 1970, or

B. Ten (10) sick days, non-reimbursable, will be credited in Sick Bank for all first class patrolmen. All new patrolmen hired will also have ten (10) sick days credited in Sick Bank when they become first class patrolmen.

The aforementioned non-reimbursable sick days will be utilized only after depleting annual sick days.

ARTICLE IX

MEAL ALLOWANCE

The employee shall receive a meal allowance of Six Dollars and Fifty Cents (\$6.50) daily, plus eighteen cents (\$.18) per mile for use of Employee's personal automobile to and from school when attending, at the direction of the Chief of Police, classes at the Police Academy Training Schools and federal, county and state seminars.

ARTICLE X

CLOTHING ALLOWANCE

The Employer shall provide a clothing allowance of Seven Hundred Dollars (\$700.00). This clothing allowance shall be paid directly to the Employee and shall, during the course of the year, be substantiated by the submission of receipts.

All newly appointed Probationary Patrolmen classified as Patrolmen Fifth Class will not receive any clothing allowance during their probationary period.

ARTICLE XI

EDUCATIONAL EXPENSES

A.1. The Employee shall be reimbursed for any educational expenses he may incur in a police-related educational course approved by the Chief of Police and Police Commissioner. This provision shall terminate effective 6/30/89 and be deleted from the contract.

A.2. Effective 7/1/89, each Employee currently in the employ of the Borough, whether attending College or not, would have the right to select either of the following options: A one time Two Thousand Five Hundred Dollar (\$2,500.00) immediate payment or a Three Thousand Five Hundred Dollar (\$3,500.00) reserve account to pay the future college credits taken by the Employee. The tuition buy-out shall be prospective and replace the previous tuition reimbursement program.

B. The Employee shall receive additional remuneration for college credits earned in the higher educational incentive program as set forth in Schedule "B" attached hereto.

C. The Employee shall receive additional remuneration, under certain circumstances, for in-service training as set forth in Schedule "B" attached hereto.

ARTICLE XII
MEDICAL INSURANCE

A. The Employer will maintain Blue Cross and Blue Shield hospitalization and surgical insurance policies (including Rider J) and Major Medical insurance, as heretofore provided, for the benefit of the Employee. The Employer agrees to continue such coverage for the Employee and his/her spouse after retirement provided the Employee has a minimum of twenty-five (25) years of service with the Employer. Retiree coverage shall be terminated upon re-employment, if the Employee gains coverage through this new employment.

B. The Employer will maintain a dental program (Plan A) for employees and dependents effective July 1, 1980.

C. The Employer shall maintain a Prescription Drug Plan with a One Dollar (\$1.00) per prescription deductible for employees and dependents effective July 1, 1981.

ARTICLE XIII

LIFE INSURANCE

The Employer will continue to maintain at the employer's expense, a convertible life insurance policy in the sum of Twenty Thousand Dollars (\$20,000.00) payable to a beneficiary or beneficiaries, to be designated by the Employee.

ARTICLE XIV

FALSE ARREST INSURANCE

The Employer shall continue to maintain, at the employer's expense, insurance coverage for "false arrest" as heretofore provided, for the benefit of the Employee.

ARTICLE XV

VACATIONS

The Employee shall receive vacations, with pay, at such times annually as the Chief of Police may approve, annually: Vacations may be used by the Employee at any time during the year and sixty (60) days into the following year, but at no time may one year's vacation complement the next year's vacation period. Vacation days shall be determined in accordance with the following:

<u>Employment</u>	<u>Days of Vacation</u>
0 to 1 year	5 working days
1 to 5 years	10 working days
6th year	15 working days
7th to 10th year	17 working days
11th to 15th year	20 working days
16th to 20th year	23 working days
21 years and up	25 working days

Vacation days are determined by the employee's anniversary date.

ARTICLE

HOLIDAYS

A. Each Employee covered by this Agreement shall be entitled to and will receive thirteen (13) paid holidays per year at his hourly rate.

The holidays noted herein shall be as set forth in Schedule "C" attached hereto.

B. On Thanksgiving, Christmas and New Years, if a three man tour is scheduled, the senior man of each tour shall have first choice of a day off of the aforesaid holidays he chooses to have as a day off, and he shall rotate the other two holidays with the other men on the tour. In the event that either of the two remaining men on a tour is absent for any reason, the man awarded a day off shall be required to work. The Chief of Police, in his discretion, may void these days off, due to unusual circumstances, so that the protection of the Borough's citizens will not suffer.

ARTICLE XVII

SICK LEAVE

The Employee shall receive a sick leave benefit of twelve (12) days annually. The Employee shall select one of the following options:

A. Receive one (1) day's base pay for each two (2) days of unused twelve (12) days annual sick leave at the end of each calendar year, or

B. Accumulate unused sick days with one (1) day's base pay for each two (2) days of unused sick leave at time of retirement or termination. This will be paid in one lump sum as terminal pay.

ARTICLE XVIII
EMERGENCY LEAVE

An Employee shall receive emergency personal leave for a period of three (3) days in the event of death in his immediate family, which include:

SPOUSE, CHILD, STEP-CHILD, PARENT, BROTHER, SISTER, GRANDPARENTS, SON-IN-LAW, DAUGHTER-IN-LAW; SPOUSE'S PARENTS, GRANDPARENTS; BROTHER-IN-LAW, SISTER-IN-LAW, or EMPLOYEE'S LEGAL GUARDIAN DURING ADOLESCENT YEARS.

Additional emergency leave may be granted by the Chief of Police for extenuating circumstances surrounding this period of grieving by Employee. An additional type of leave may be granted by the Chief of Police if due and timely notice is given along with reason for same. Reasons for granting such leave shall be personal reasons such as: illness in family, school-connected activities of children such as graduations and college choosing, closings on homes, court actions for or against Employee's family, moving days of Employee, required doctor or other medical appointments. Any of the reasons, but not limited to these particular reasons, shall be cause to grant such leave.

ARTICLE XIX
LEAVES OF ABSENCE

The Employer may grant to the Employee a leave of absence,
without pay, for a period not to exceed one (1) year.

ARTICLE XX
RETIREMENT PROVISIONS

The Employer will continue to maintain the present retirement plan with the Police and Fireman's Retirement System of New Jersey. Employee's contribution will be calculated on the base salary, plus any longevity pay which is received.

ARTICLE XXI

LEGAL AID

The Employer will provide legal aid to the Employee in suits or other legal proceedings against the Employee arising from incidents in the line of duty. This provision shall not be applicable to any disciplinary or criminal proceeding instituted against the Employee by the Employer. Whenever an Employee is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the Employer shall provide said Employee with legal counsel for the defense of such action or proceeding other than for his defense in a disciplinary proceeding instituted as a result of a complaint by the Employer. If any such disciplinary or criminal proceeding instituted by or on complaint of the Employer shall be dismissed or finally determined in favor of the Employee, he shall be reimbursed for the reasonable expense of his defense.

ARTICLE XXII
TERMINAL LEAVE

All officers hired on or before April 1, 1980, are eligible to receive one of the following irrevocable benefits, either (a) terminal leave, or (b) one-time only optional cash buy-out. The officer shall have the right to select one of the following options:

A. When an officer becomes eligible for retirement and files for retirement, he shall be entitled to a Terminal Leave equal to six (6) working days for each completed year of service; or

B. The Borough will provide a cash benefit for those officers who elect the buy-out option. All officers must determine by March 1, 1984, if they will select the buy-out option. Following is the agreed-upon cash value of the buy-out for all officers hired on or before April 1, 1980:

<u>Hiring Dates</u>	<u>Cash Buy-Out</u>
Officers hired on or before 6/15/70	\$11,000
Officers hired on or before 10/1/78 and after 6/15/70	8,000
Officers hired on or before 4/1/80 and after 10/1/78	3,000

All officers hired after April 1, 1980 will not have the aforementioned benefits; however, they will have the same option of accumulating sick time and receiving fifty per cent (50%) compensation for the sick time accumulated as a terminal payment as due other officers in accordance with Article XVII.

ARTICLE XXIII
IN-SERVICE TRAINING

Upon completion of two (2) years of service with the Woodcliff Lake Police Department, the Employee must attend a minimum of thirty-five (35) hours of in-service training courses every two (2) calendar years at a school approved by the Public Safety Committee or the Mayor and Council and the New Jersey State Police Training Commission. The in-service training program shall be such as to provide the Woodcliff Lake Police Department with a diversity of police skills. However, whenever feasible, the Employee shall be permitted his choice of in-service training course based upon the seniority of the Employee.

ARTICLE XXIV

WORK SCHEDULE

A. The parties agree that the Employee's base pay for the purpose of this Agreement is based upon a fifty-two (52) week year with a five (5) day work week.

B. The parties recognize that at the present time some Employees work on a schedule of four (4) days on duty and two (2) days off and some Employees work five (5) days on duty with two (2) days off.

C. The Employer reserves the right to modify work schedules as a management function should the need arise in the Police Department as follows: Under no conditions shall a police officer who is working a 4-2 schedule be changed back to a 5-2 schedule. Any Employee who shall be promoted or assigned to a special detail and is currently working a 4-2 schedule must accept a 5-2 schedule if deemed necessary by the Employer. Should this Employee go back to patrol duty, he will immediately be reverted to a 4-2 schedule.

D. The Employee will be given reasonable notice of any such change and will be given an explanation for the need of such change in his work schedule.

ARTICLE XXV

PERSONNEL FILES

Upon request to the Chief and in his presence or his representative's presence, any member of the Police Department shall have access to examine his own personnel file. This request shall not be refused without justification.

Whenever any item or material is added or removed from an Employee's file, that Employee must be notified by the Chief or his representative.

ARTICLE XXVI
RULES AND REGULATIONS

The rules and regulations of the Woodcliff Lake Police Department shall be modified and amended by the Mayor and Council to include applicable portions of this Agreement, and said rules and regulations, insofar as they govern working conditions, shall not be modified without prior negotiations with the Employees.

ARTICLE XXVII

SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulations, 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 re-negotiate concerning any such invalidated provisions.

ARTICLE XXVII

TERMS OF AGREEMENT

This Agreement shall be effective January 1, 1991, and shall terminate on December 31, 1993. If either party desires to change this Agreement, it shall notify the other party, in writing, at least thirty (30) days before the expiration of this Agreement of the proposed changes and of the desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

ARTICLE XXIX

PLAQUE

The Mayor and Council recognizes that the majority of the members of the Woodcliff Lake Police Department are also members of the Policemen's Benevolent Association. The Mayor and Council therefore authorized the installation of a plaque for public viewing, recognizing the employee's membership in the Association, in a prominent place in the Woodcliff Lake Police Station.

ARTICLE XXX

OFF DUTY POLICE OFFICER - IMMUNITIES AND BENEFITS
OF POLICE OFFICER IN LAWFUL EXERCISE OF STATEWIDE POLICE POWERS

Whenever any Woodcliff Lake Police Officer has been conferred with Statewide police powers and is acting under lawful authority beyond the territorial limits of his employing municipality, said police officer shall have all immunities from tort liability and shall have all of the pension, relief, disability, Workman's Compensation, insurance, and other benefits enjoyed while performing duties within said employing municipality.

ARTICLE XXXI

CONDITION PRECEDENT

This Agreement is contingent upon acceptance by two-thirds (2/3) of the membership, or ten (10) members of the Woodcliff Lake Police Department, with the exception of the Chief of Police and Captain, and shall take effect only when it has been executed by two-thirds (2/3) of the membership, or ten (10) members, of the Police Department.

SCHEDULE A
SALARIES
ANNUAL SALARIES

	1991	1992	1993
Lieutenant	\$51,374	\$54,457	\$57,724
Sergeant	\$48,058	\$50,941	\$53,997
Patrolman First Class	\$44,900	\$47,594	\$50,450
Patrolman Second Class	\$41,042	\$43,505	\$46,115
Patrolman Third Class	\$37,935	\$40,211	\$42,624
Patrolman Fourth Class	\$34,227	\$36,281	\$38,458
Patrolman Fifth Class	\$30,614	\$32,451	\$34,398
Orientation (six months)	\$26,866	\$28,477	\$30,186

In addition, any officer assigned to be a detective, a narcotics officer, or a juvenile officer, shall receive an additional Five Hundred Dollars (\$500) annually.

SCHEDULE B
HIGHER EDUCATION
INCENTIVE PROGRAM

SECTION I

College Credits

A. Each police officer enrolled in the program must have previously completed or must pledge that he will complete at least an associate degree program in a Police-related field, including, but not limited to Criminology, Police Science and Police Administration. The program must be completed within a seven (7) year period of its commencement.

B. The program-base shall be:

1. An Associate Degree - Not less than sixty (60) credits.
2. A Bachelor's Degree - Not less than one hundred twenty (120) credits.
3. A Master's Degree - Not less than one hundred fifty (150) credits.

C. All courses of study must be at an accredited institution of higher learning. Correspondence courses will not be considered in this program. Payments will be commenced effective January 1 of each year but shall be disbursed after the adoption of the Annual Budget, for credits successfully completed as of September 1 of the previous calendar year. (See Subsection I). No police officer shall be eligible for such additional compensation until he/she has earned at least fifteen (15) credits.

D. All credits which have been earned prior to the institution of this program or prior to becoming a member of this department, will be compensated, provided, however, that the officer has been maintaining a course of approved study for at least three (3) consecutive semesters at the time he/she seeks to be compensated.

E. If an officer fails to continue in a program for three (3) consecutive semesters within the seven (7) years, without justification approved by the Police Committee, all incentive payments shall be discontinued until the officer enrolls again under a

program which satisfies the Police Committee of his genuine intention to complete at least fifteen (15) credits and to continue through completion of at least an Associate Degree.

F. Once an Associate, Bachelor's or Master's Degree has been earned, payments for each of these credits shall continue permanently throughout the remainder of the officer's career with the department.

G. The Borough shall require submittal of each applicant's proposed program of higher education and proof of credits earned through college records and transcripts will be attached to each person's file at the Borough Hall.

H. Payments of all credits whether earned prior to the institution of this program shall be at the maximum of thirty (30) credits per year over a period of five (5) years. Payments shall be in the following manner: Twelve Dollars (\$12.00) per credit - until an Associate Degree has been achieved, then upon satisfactory proof presented to the Borough, Fifteen Dollars (\$15.00) Dollars per credit and this shall continue on an annual basis.

I. Payment Schedule for Patrolmen

All First Class Patrolmen will receive higher education pay as outlined in the aforementioned Section H. All Patrolmen must be in an eligible category as of December 31st of the previous year.

SECTION II

Two (2) credits for incentive pay purposes shall be granted to each employee for such thirty-five (35) hours of accredited time an Employee as with police training school, such as Bergen County Police Academy, Sea Girt, or any other school or seminar approved by the Police Chief and the Public Safety Committee. This provision shall not apply to any Employee who is enrolled in a degree program or receiving payments for college credits under Section I of this Schedule. Payments for credits will be paid at Twelve Dollars (\$12.00) per credit.

SECTION III

The additional compensation provided under this program shall not be deemed base pay for longevity purposes or overtime purposes. Such additional compensation shall be payable as provided in this article effective January 1 of each year.

SCHEDULE C

HOLIDAYS

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Lincoln's Birthday	February 12
Washington's Birthday	February 22
Good Friday	Traditional
Memorial Day	Traditional
Independence Day	July 4
Labor Day	Traditional
Columbus Day	October 12
General Election Day	Traditional
Veterans Day	November 11
Thanksgiving Day and Day Following	Traditional
Christmas Day	December 25

Police employees shall be entitled to additional paid holidays in the event that the Mayor shall award other Borough employees more than thirteen (13) holidays.