

AGREEMENT

BETWEEN

BOROUGH OF WOODCLIFF LAKE, NJ

and

WOODCLIFF LAKE PBA LOCAL NO. 206

JANUARY 1, 1994 TO DECEMBER 31, 1998

AGREEMENT

THIS AGREEMENT, made this 3rd day of April, 1995, between the BOROUGH OF WOODCLIFF LAKE, NJ, 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 as 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.

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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 immediately, 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 Rules 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, and his/her 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 by an attorney-at-law of the State of New Jersey.

ARTICLE III

SALARIES

The salary schedules for all Employees for 1994, 1995, 1996, 1997 and 1998 are set forth below:

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.

ANNUAL SALARIES

	<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>
Lieutenant	\$60,322	\$63,187	\$66,188	\$69,798	\$72,973
Sergeant	56,427	59,107	61,915	65,010	68,261
Patrolman					
First Class	52,720	55,224	57,848	60,740	63,777
Patrolman					
Second Class	48,190	50,479	52,877	55,521	58,297
Patrolman					
Third Class	44,542	46,658	48,874	51,318	53,884
Patrolman					
Fourth Class	40,189	42,098	44,097	46,302	48,617
Patrolman					
Fifth Class	35,946	37,653	39,442	41,414	43,485
Patrolman					
Sixth Class	30,982	32,435	33,976	35,128	37,882
Training Yr.*	26,017	27,218	28,511	29,663	32,280
Orientation					
(Six Mos.)	21,053	22,000	23,045	24,197	26,677

*Probationary Year ends one year from date of appointment.

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.

ARTICLE IV
LONGEVITY PAY

Effective January 1994, the following shall be in effect:

<u>Step</u>	<u>Longevity $\frac{1}{2}$</u>	<u>After Years of Service</u>
1	2	One-Year Anniversary as 1st-Class Patrolman
2	4	11
3	6	15
4	8	19
5	10	23
6	12 (Cap)	29

ARTICLE V

WORK SCHEDULE

A. The parties agree that the Employee's base pay for the purpose of this Agreement is based upon a fifty-two 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. Should the need arise in the Police Department, the Employer reserves the right to modify work schedules as a management function 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 revert 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 VI

OVERTIME PAY, MINIMUM CALL BACK, STAND-BY PAY

A. Overtime Pay

1. 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 his base hourly rate for each hour worked in excess of the eight (8) hours that day.

2. 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.

3. 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."

B. Minimum Call Back

Any employee who is recalled to active duty by the Chief of Police or his designee, after his regular tour is completed, 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.

C. 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 possible recall to active duty by the Chief of Police or his designee.

ARTICLE VII

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 his own Sick Bank. This time will be paid back in 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 the Sick Bank for those officers hired prior to June 15, 1970, or,

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

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

ARTICLE VIII

MEAL AND TRAVEL ALLOWANCE

The Employee shall receive a meal allowance of Six Dollars and Fifty Cents (\$6.50) daily, plus twenty-two cents (\$.22) per mile for use of the 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 IX

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 Training Year Patrolmen will not receive any clothing allowance during their probationary period.

ARTICLE X

HIGHER EDUCATION INCENTIVE PROGRAM

A. College Course Credit -

1. The Employee shall receive additional remuneration for college credits earned.

2. 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.

3. The Borough shall require submittal of proof of credits earned through college records, and transcripts will be attached to each person's file at the Borough Hall.

4. Payments of all credits, whether or not earned prior to joining this department, shall be in the following manner: Twelve Dollars (\$12.00) per credit, until an Associate Degree has been achieved; the, upon satisfactory proof presented to the Borough, Fifteen Dollars (\$15.00) per credit. This shall continue on an annual basis.

B. In-Service Training Credits -

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. However, whenever feasible, the Employee shall be permitted his choice of in-service training course based upon the seniority of the Employee.

The Employee shall receive additional remuneration, under certain circumstances, for in-service training as set forth below:

1. For incentive pay purposes, two (2) credits shall be granted to each Employee for each thirty-five (35) hours of accredited time earned in courses in a police training school such as the Bergen County Police Academy, Sea Girt, or any school or seminar approved by the Police Chief and the Public Safety Committee.

2. This provision shall not apply to any Employee who is receiving payments for college credits under Section A. of this Article.

3. Payments for credits will be paid at Twelve (\$12.00) per credit.

C. Eligibility

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

D. Payment Schedule -

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.

ARTICLE XI

HEALTH INSURANCE

A. Medical Insurance

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 his new employment.

B. Dental Insurance -

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

C. Prescription Drug Plan -

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 XII

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 designated by the Employee.

ARTICLE XIII
INDEMNIFICATION

A. 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.

B. 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.

C. Off Duty Police Officer - 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 XIV

VACATIONS

The Employee shall receive vacations annually, with pay, at such times as the Chief of Police may approve. 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 XV

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 are as follows:

<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

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

C. On Thanksgiving, Christmas and New Years, if a three man tour is scheduled, the senior man of each tour shall have first choice of which of the aforesaid holidays he chooses to have as a day off. 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, at his discretion, may void these days off, due to unusual circumstances, so that the protection of the Borough's citizens will not suffer.

ARTICLE XVI

SICK LEAVE

The Employee shall receive a sick leave benefit of twelve (12) days annually, which may accumulate to protect the employee against absence necessitated by a long illness or incapacitation. The Employee has 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 the calendar year, or

B. Use all accumulated sick days as Terminal Leave, below:

ARTICLE XVII

TERMINAL LEAVE

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

LEAVE OF ABSENCE

A. Death in Immediate Family - An employee shall receive emergency leave for a period of three (3) days in the event of death in his immediate family, which includes:

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.

B. Other Leave- 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.

C. Up to One Year's Leave 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 XIX

RETIREMENT PROVISIONS

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

ARTICLE XX

PERSONNEL FILES

Upon request to the Chief, and in his presence or that of his representative, 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 XXI

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 XXII

TERMS OF AGREEMENT

This Agreement shall be effective, January 1, 1994, and shall terminate on December 31, 1998. 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 the 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 XXIII

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 XXIV

CONDITION PRECEDENT

This Agreement is contingent upon acceptance by a 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 of the Police Department, or ten members.

APPENDIX .

1. 1991-1993 Article VII, Tour Commander Pay. (Provision deleted 7/1/89 from the contract.)

2. 1991-1993 Article XXII, Terminal Leave. (Provision spelled out former Terminal Leave buy-out option. All decisions made by March 1, 1984. As of 1/1/94, only three officers opted for Section A; all other eligible officers elected the buy-out.)

NOTE:

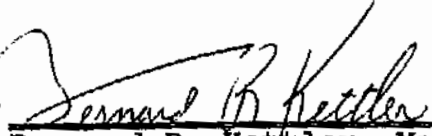
Officers have the option of accumulating sick time and receiving fifty per cent (50%) compensation for the sick time accumulated as a terminal payment. See Article XVI.

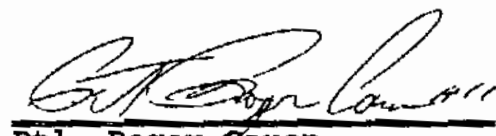
3. 1991-1993 Article XI, Educational Expenses, plus Schedule B, Higher Education Incentive Program. Wording of these articles retained for historical purposes. Current, relevant wording contained in body of contract as Higher Education Incentive Program, Article X.

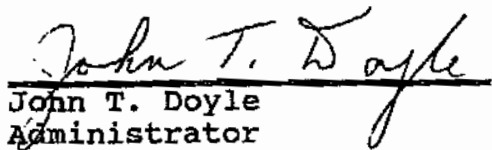
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, the day and year first above written.

BOROUGH OF WOODCLIFF LAKE

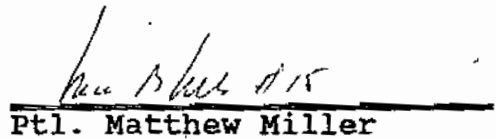
WOODCLIFF LAKE PBA LOCAL 206
Negotiating Committee


Bernard R. Kettler, Mayor


Ptl. Roger Caron

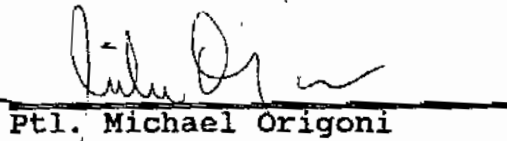

John T. Doyle
Administrator


Ptl. John Burns III

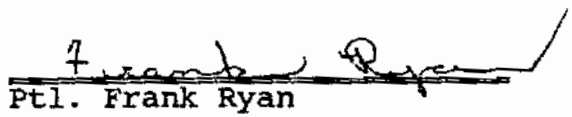

Ptl. Matthew Miller

WOODCLIFF LAKE PBA LOCAL 206


Sgt. Michael Arnone


Ptl. Michael Origoni

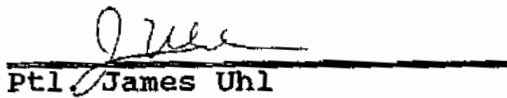

Sgt. Anthony Janicelli

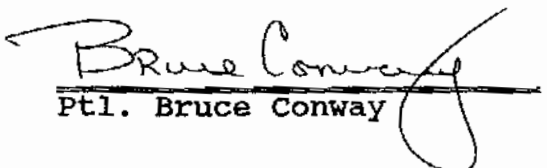

Ptl. Frank Ryan

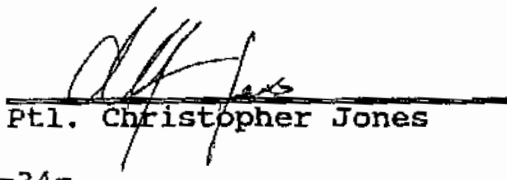

Sgt. Lyle Garcia


Ptl. Robert Anzilotti


Ptl. John Flandrau


Ptl. James Uhl


Ptl. Bruce Conway


Ptl. Christopher Jones

ADDENDUM

The following Patrolmen's longevity pay will be based upon the schedule below for the years January 1, 1994, through December 31, 1998.

Ptl. Robert Anzilotti

Ptl. James Uhl

Ptl. Christopher Jones

<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