

AGREEMENT

THE BOROUGH OF WOOD-RIDGE

AND

THE POLICEMEN'S BENEVOLENT ASSOCIATION,

LOCAL 313 (Wood-Ridge Unit)

EFFECTIVE: JANUARY 1, 1995 through DECEMBER 31, 1997

LAW OFFICES OF:

Locke & Correia, P.A.
24 Salem Street
Hackensack, NJ 07601
(201) 488-0880

6/26/95
at May
act board
Kramer
mark

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THIS AGREEMENT, made by and between the BOROUGH OF WOOD-RIDGE, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer," and THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 313 (Wood-Ridge Unit) hereinafter referred to as the "PBA";

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

WHEREAS, the Employer recognizes PBA Local 313 (Wood-Ridge Unit) only as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all police officers of all steps and ranks within the Employer's Police Department except for Sergeant, Lieutenant, Captain and Chief of Police,

WHEREAS, no employee shall be compelled to join the Association but shall have the option to voluntarily join said Association,

WHEREAS, the term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males, and shall apply to members of the police force covered by this Agreement,

NOW, THEREFORE, it is agreed as follows:



any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

ARTICLE III - DUES CHECK-OFF

- 3.1 Upon presentation to the Employer of a proper dues check-off card signed by the individual employees, the Employer will deduct from such employees' periodic salaries the amount set forth on said dues check-off authorization card.
- 3.2. Thereafter, the Employer will, as soon as practicable forward a check in the amount of all dues withheld for this purpose to the PBA representative entitled to receive same.
- 3.3 The said PBA representative shall be appointed by resolution of the PBA and certified to the Employer by the PBA. Notice to the Employer shall be in writing.
- 3.4 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 re-entry into employment with the unit shall, as a condition of employment, pay a representative 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 fee at any time to reflect changes in the regular Union membership dues, fees, and assessments. The Union's entitlement to the representation fee

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ARTICLE IV - EXISTING LAW

4.1 The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of state or federal laws.

ARTICLE VI - RIGHTS OF EMPLOYEES

- 6.1 Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.
- 6.2 The security of the community depends to a great extent on the manner in which police officers perform their duty, and their employment is thus in the nature of a public trust.
- 6.3 The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.
- 6.4 Out of these contacts may come questions concerning the actions of the members of the force.
- 6.5 These questions may require investigation by superior officers designated by the Chief of Police and the governing body.
- 6.6 In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.
- (a) The interrogation of a member of the 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, in which event reassignment of the member of the force should be employed. (If any time is lost, the member of the force shall be compensated). When it arises out of work situation or police matter, interrogation shall be handled on Borough time.
 - (b) The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
 - (c) 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.

ARTICLE VII - DATA FOR FUTURE BARGAINING

- 7.1 The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively, if such data shall be contained in any official record of the Borough except such as is classified confidential pursuant to law.
- 7.2 The relevant data noted above if the Borough has same shall include, but shall not be limited to such items as salaries and benefits enjoyed by other Borough groups, the cost of various insurance and other programs, information concerning overtime worked by employees, the total number of sick leave days utilized by employees, the total number of injuries on duty, the total amount of time lost as a result of injuries on duty and other data of similar nature.
- 7.3 The Borough shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.

ARTICLE IX - WORKDAY, WORK WEEK AND OVERTIME

- 9.1 The normal workday tour shall be eight (8) hours, which shall include thirty (30) minutes for meals in addition to a fifteen (15) minute coffee break prior to the meal period and a fifteen (15) minute coffee break subsequent to meal period per day which shall be taken pursuant to present practice, including the obligation to respond to all calls. The aforementioned breaks shall not be contiguous to the meal period. All uniformed officers, with the exception of the walking detail, will take said coffee breaks in police headquarters. Due to the unforeseeable emergencies, contingencies, and circumstances inherent in daily police operations, it is understood that the Chief of Police or his designee has the right and responsibility to call to duty such department members to resolve any given situation as the Chief or his designee, in his professional opinion, may deem necessary.
- 9.2 The present work schedule as set forth in Appendix "D" shall continue in full force and effect during the term of this Agreement. In the event a fourth shift is sought to be established the implementation of such shift shall be subject to negotiations between the parties and the Compulsory Arbitration Act. (N.J.S.A. 34:13A-16).
- 9.3 It is understood and agreed between the parties that there shall be no less than three (3) regular police officers on each tour of duty except for the day tour (8:00 A.M. to 4:00 P.M.) which shall have no less than two (2) regular police officers.

ARTICLE X - HOURLY RATE

10.1 To compute the base hourly rate for overtime or other purposes, the employee's annual base salary plus Longevity shall be divided by 1936 hours.

ARTICLE XII - TRAINING PAY

12.1 The Employer agrees to compensate all employees covered by this Agreement at the overtime rate for attending training courses and successful completion of same on their own time, which courses are scheduled or approved by the Chief or his designee, which overtime payment shall be consistent with the other provisions of this Agreement.

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ARTICLE XIV - PRIORITY FOR OVERTIME

- 14.1 Overtime for regularly scheduled shifts and details will be offered in order of preference based upon a rotating seniority roster. Under extenuating circumstances, the Chief may deviate from the above with an explanation to his second in command.
- 14.2 The purpose of this section is to equalize overtime whenever practicable among employees and same shall not be defeated by the Employer's selection of specially trained persons within the unit for special details.

ARTICLE XVI - LONGEVITY

16.1 In addition to all wages and other benefits, each employee shall be entitled to a longevity payment as set forth in Appendix "B." Method of payment shall be pursuant to present practice.

TRAINA & TRAINA
ATTORNEYS AT LAW
162 VALLEY BOULEVARD
WOOD-RIDGE, NJ 07075
(201) 460-1771

JOYCE MARCHIONE TRAINA
JACK A. TRAINA

FAX NUMBER
(201) 438-1897

August 18, 1995

BOROUGH OF WOOD-RIDGE
ATT: DIANE THORNLEY
85 HUMBOLDT STREET
WOOD-RIDGE, NJ 07075

Re: P.B.A. Local 313 Contract

Dear Diane:

I have confirmed with Richard Loccke, Esq., the attorney for the P.B.A., that the change in longevity negotiated into the new contract is scheduled to commence on January 1, 1996.

Accordingly, you may caret the clarification into the contract and ask Kevin Metcalfe and the mayor to initial the change and thereafter forward two fully signed copies of the contract to Mr. Loccke c/o Loccke and Correia.

Very truly yours,
TRAINA & TRAINA

JACK A. TRAINA
JAT/

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off duty weapon, to a maximum of ten (10) boxes of ammunition per year.

17.7 The Borough shall supply all leather goods for all ~~employees~~ including new hires. Leather goods shall be defined as all leather attire except the leather jacket since the wearing and owning of a leather jacket is an employee option.

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ARTICLE XIX - VACATIONS

- 19.1 The vacation allowance shall be set forth in this Agreement in Appendix "C."
- 19.2 When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of policy activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.
- 19.3 If an employee is on vacation and becomes sufficiently ill or injured so as to require hospitalization for two (2) days or more, he may have such period of illness or injury and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.
- 19.4 Employees shall be permitted to select vacations during the entire year with the exception of the Christmas week; no more than two weeks of which may be selected between June 1 and September 30 of each year with the approval of the Chief of Police or his designee.
- 19.5 No Employee who is on vacation shall be recalled except in the case of the mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.
- 19.6 Vacations shall be selected on a rotating seniority basis which shall be established by the Chief of Police pursuant to present practice. Vacations are to be selected and posted within the schedule by February 1 of each calendar year.

ARTICLE XXI - SICK LEAVE

- 21.1 An Employee shall be eligible to receive full pay and benefits when he is unable to work due to a verifiable sickness, injury or illness; except intentional self-inflicted injury.
- 21.2 The Employee shall be required to report any sickness, injury or illness as soon as practicable to his commanding officer.
- 21.3 After three (3) days illness, an Employee may reasonably be required to present proof of any sickness, injury or illness upon request of the Borough.
- 21.4 An Employee may be required to reasonably undergo any medical examination or test requested by the Borough.
- 21.5 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 the appropriate pension papers be submitted to the Pension Board on or after one year's absence due to sickness, injury or illness.
- 21.6 Any abuse of the within sick leave policy shall cause the Employee to be subject to disciplinary action including suspension and/or dismissal.

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ARTICLE XXIII - BEREAVEMENT LEAVE

- 23.1 All permanent, full-time Employees covered by this Agreement shall be entitled to three (3) workdays leave with pay upon the death of a member of his immediate family.
- 23.2 Immediate family shall include spouse, children, parents, brothers, sisters, and grandparents of Employee or spouse. One working day's leave with pay shall be granted to an Employee upon the death of the Employee's brother's wife or sister's husband.
- 23.3 Such bereavement leave shall not be charged against the Employee's vacation or other leave.
- 23.4 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.

ARTICLE XXV - MEDICAL COVERAGE

25.1 The Employer will continue to provide and pay for the existing medical plans and eye care plan, which will include the Self Insurance Medical Program, and the newly offered Dental Plan.

25.2 Upon retirement, providing that the Employee has been employed for a period of twenty-five (25) years, or upon a disability retirement, the employer shall provide and pay 100% of the cost of the plan set forth in Section 25.1 and 25.3.

(a) If the retiree obtains full time employment, and his employer offers the same or better coverage, the retiree may, in his discretion, continue his coverage under the Borough policy or cancel the Borough's coverage and accept the coverage the new employer has to offer.

(b) In any event if any employee becomes eligible for Social Security Administration medical or hospital benefits, by himself or through his spouse, then in that event, the Borough shall have the option of paying the requisite premiums pursuant to its existing medical plans provided herein or the benefits provided pursuant to the Social Security Administration, in which the employee must then enroll, provided the same or better coverage is offered. In the event benefits are provided pursuant to the Social Security Administration, then the Borough's obligation to continue providing the existing municipal medical benefits hereunder shall terminate.

ARTICLE XXVI - INSURANCE

- 26.1 The Employer will indemnify Employees covered by this Agreement protecting them from civil suits arising out of the performance of their duties, including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy.
- 26.2 If the suit or action is not defended by the Employer's insurance carrier, the Employer will pay the reasonable fee of any attorney selected by said Employee, said fee not to exceed the fees normally charged the Borough attorney, and any bond and interest on said judgment which any Employee may be charged or obligated to pay as a result of any civil and/or criminal charges against the Employee by reason of his performance of his duties for the Employer as required by statute.

ARTICLE XXVII - BULLETIN BOARD

- 28.1 The Employer will supply one bulletin board for the use of the Association to be placed in the locker room.
- 28.2 The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.
- 28.3 The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.
- 28.3 No matter may be posted without receiving permission of the officially designated Association representative and the Chief of Police or his designee.
- 28.4 The Chief or his designee shall not unreasonably withhold permission for posting.

ARTICLE XXX - DETECTIVES

30.1 The present practice of scheduling and the payment of an additional sum of Fifty (\$50.00) Dollars a month, or Six Hundred (\$600.00) Dollars per year over and above their base annual salaries shall be continued during the term of this Agreement for Detectives.

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ARTICLE XXXII - MILITARY LEAVE

32.1 Mandatory 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.

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ARTICLE XXXIV - GRIEVANCE PROCEDURE

34.1 To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall obtain: The term "grievance" means any complaint or difference or dispute between the Borough and any Employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any rule, order, or regulation of any of the provisions of this Agreement or any rule, order, or regulation or any matter affecting or impacting upon an Employee's safety.

34.2 The procedure for settlement of grievances shall be as follows:

(a) 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 submit a written grievance to the Chief or his designee who shall decide the grievance within ten (10) working days after the grievance is first presented to him.

(b) STEP TWO

If no satisfactory resolution of the Agreement is reached at Step Two, then within ten (10) working days, the grievance shall be presented in writing to the Mayor and Council. The Mayor and Council shall render a decision within ten (10) working days after the grievance was first presented to them.

(c) ARBITRATION

If no satisfactory resolution of the grievance is reached at the Mayor and Council level, then within ten (10) working days, the grievance shall be referred to PERC for the selection of an arbitrator to decide the issue or issues. The decision of the arbitrator shall be final and binding upon the parties. The cost of the arbitration shall be borne equally by the parties.

The arbitrator shall have no authority to add to or subtract from the Agreement when interpreting same.

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ARTICLE XXXVI - OFF-DUTY POLICE ACTION

36.1 Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following: Recognizing that the Employer, its residents and the citizenry in general, benefit from the additional protection afforded them by armed off-duty police officers, and further recognizing the weighty responsibilities and hazards confronting such armed off-duty police officers, the parties agree that any action taken by a member of the force on his time off which would have been taken by an officer on active duty if present or available shall be considered police action and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty. The article does not apply to approved secondary employment which may be obtained by Employees covered by this Agreement.

ARTICLE XXXVIII - MATERNITY LEAVE

- 38.1 Maternity leaves without pay and not to exceed six (6) months shall be granted upon the request of a female Employee.
- 38.2 Maternity leaves without pay may be extended or renewed for a period not to exceed six (6) months upon the request of a female Employee.
- 38.3 The provisions of 38.1 and 38.2 are deemed to be subject to applicable law.

ARTICLE XL - UNIFORM REGULATIONS

40.1 While the parties agree that a full and complete uniform and the use thereof by the Employee has an affirmative impact upon an officer's image, it is recognized that the use of the police hat while riding in a patrol vehicle can cause inconvenience and discomfort to the Employee.

40.2 The parties, therefore, agree that an Employee may remove his uniform hat while riding in an official patrol vehicle.

ARTICLE XLII - IN-SERVICE TRAINING

- 42.1 Each employee covered under this Agreement who shall have at least two (2) years of service with the Borough may be entitled to attend two (2) in-service training programs every two (2) calendar years provided, however, that the said in-service training school shall be in Bergen County or elsewhere in the State if approved by the New Jersey State Police Training Commission. Attendance at other schools or courses shall be subject to the approval of the governing body. All such courses shall not exceed a two (2) week duration. In the event of a manpower shortage, the Chief has the prerogative to postpone such training period.
- 42.2 The said in-service training school shall be chosen by the Employee, subject to approval by the Chief, to achieve diversification of skills within the Department. Preference for the attendance of such courses will be based upon seniority.
- 42.3 Each employee attending such training school shall be reimbursed by the Borough for meal expenses pursuant to present practice.
- 42.4 Where the tuition and fees are required for such in-service training course, the cost will be borne by the Borough.
- 42.5 The Chief shall have the right to regulate the number of men to attend a particular course at any given time.

ARTICLE XLIV - SEVERANCE BENEFITS

- 44.1 Any employee who retires, dies or is separated from employment, provided such is not based "upon just cause," shall be entitled to his/her pro-rata share of all benefits which he or she has accrued as of the date of separation from employment. All benefits shall be prorated based upon the number of days worked for the calendar year except for vacations, which shall be provided in full since vacation benefits are based upon the immediately preceding year's service. In the event of death, all benefits shall be paid to the Employee's estate.
- 44.2 Vacation shall be prorated as all other benefits only in the event such employee received vacation benefits during his first year of employment.
- 44.3 An employee with 25 years or more of service shall be entitled to a terminal leave of five months of his pay provided that the separation is not based upon a disciplinary termination. This five month terminal leave may, however be paid at the option of the employee in a one time payment upon his retirement.

ARTICLE XLVI - DEPARTMENTAL MEETINGS

46.1 Effective January 1, 1986, the Chief of Police shall have the option to ask for two (2) departmental meetings per year under the following conditions:

(a) Each meeting shall last no longer than two (2) hours

(b) Each meeting shall be posted no later than one (1) week prior to the scheduled date for the meeting, and an agenda shall be posted no later than (1) week prior to each meetings.

(c) Departmental meetings shall start at 9:00 A.M., Monday through Friday.

(d) Members of the Department who are on excused absences shall not be required to attend such meetings. Excused absences shall include but not be limited to such absences as sick leave, injury on duty leaves, vacation leaves, bereavement leaves or other similar leaves.

ARTICLE XLVIII - CIVILIAN DISPATCHERS

48.1 The current use of civilian dispatchers by the Borough may continue throughout the term of this Agreement, i.e., through December 31, 1997.

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ARTICLE XLIX - TERM OF CONTRACT

49.1 The term of this contract shall be from January 1, 1995 through December 31, 1997.

IN WITNESS WHEREOF, the parties have hereto entered their hands and seals this 17th day of July, 1995.

WITNESS

[Signature]

BOROUGH OF WOOD-RIDGE

Paul Calorino

PBA LOCAL 313

[Signature]

[Signature] PRESIDENT

APPENDIX A-1

SALARIES

PATROLMEN

<u>YEARS OF SERVICE</u>	<u>1/1/94</u>	<u>1/1/95</u>	<u>1/1/96</u>	<u>1/1/97</u>
0-1 YR.	\$29,690	\$31,175	\$32,422	\$33,719
1-2 YRS.	\$41,204	\$43,264	\$44,995	\$46,795
2-3 YRS.	\$47,615	\$49,996	\$51,996	\$54,076
3 YRS. AND OVER	\$54,028	\$56,729	\$58,998	\$61,358

For all police officers not yet at the top step and all new police officers, payment of steps shall be on their anniversary date. In other words, if an individual is hired on December 1st of a particular year, he does not go to the next step until December 1st of the following year. However, the practice of granting step increases to junior patrolmen on their anniversary date shall not affect the current practice for the payment of longevity and/or vacations or benefits pursuant to present practice.

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APPENDIX A-3

<u>PATROLMEN</u>	<u>1/1/94</u>	<u>1/1/95</u>	<u>1/1/96</u>	<u>1/1/97</u>
<u>YEARS OF SERVICE</u>				
a) 0 - 6 MONTHS	\$23,400	\$23,400	\$23,400	\$23,400
b) 6 MONTHS - 1 YEAR	\$26,100	\$27,405	\$28,501	\$26,451*
c) DURING 2ND YEAR	\$31,200	\$32,760	\$34,070	\$29,501 ^{\$29,647}
d) DURING 3RD YEAR	\$36,400	\$38,220	\$39,749	\$35,433
e) DURING 4TH YEAR	\$41,600	\$43,680	\$45,427	\$41,339
f) DURING 5TH YEAR	\$46,800	\$49,140	\$51,105	\$47,244
g) UPON COMPLETION OF 5TH YEAR FROM DATE OF HIRE (MAXIMUM)	\$54,028	\$56,729	\$55,052*	\$53,150
h)			\$58,998	\$57,254
i)				\$61,358

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#29,647
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For all police officers not yet at the top step and all new police officers, payment of steps shall be on their anniversary date. In other words, if an individual is hired on December 1st of a particular year, he does not go to the next step until December 1st of the following year. However, the practice of granting step increases to junior patrolmen on their anniversary date shall not affect the current practice for payment of longevity and/or vacations or benefits pursuant to present practice.

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APPENDIX C

VACATIONS

Employees appointed prior to June 1 of calendar year -----	five (5) working days
One to two years of service -----	ten (10) working days
3rd year of service -----	eleven (11) working days
4th year of service -----	twelve (12) working days
5th year of service -----	thirteen (13) working days
6th year of service -----	fourteen (14) working days
7th year of service through 15th year -----	seventeen (17) working days
16th year of service through 20th year -----	twenty - one (21) working days
21st year through retirement -----	twenty - five (25) working days

DB