

3-0447

02.84

A G R E E M E N T

#208
BETWEEN

MAYWOOD P B A, Local 102

-and-

Maywood, Borough ✓ (Employer)
BOROUGH OF MAYWOOD

January 1, 1987

-to-

December 31, 1988

WPH

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A G R E E M E N T

0.00 PREAMBLE

0.01 T H I S A G R E E M E N T, made this day of
 , 1988, by and between:

BOROUGH OF MAYWOOD, a Municipal Corporation of the
County of Bergen, State of New Jersey, (hereinafter
referred to as the BOROUGH);

-AND-

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 102,
(Maywood members only) representative of the Patrolmen
and Police Officers above the rank of Patrolman,
(excluding the Chief) of the Maywood Police
Department, (hereinafter referred to as the EMPLOYEE).*

0.02 WHEREAS, the parties to this Agreement 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.

0.03 NOW, THEREFORE, it is agreed as follows:

1.00 EMPLOYEES BASIC RIGHTS

1.01 Pursuant to Chapter 303, Public Laws 1968, the BOROUGH
agrees that every EMPLOYEE shall have the right freely to organize,
join and support the PBA 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 BOROUGH
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, or other laws of
New Jersey or the Constitution of New Jersey and of the United
States.

1.02 The BOROUGH further agrees that it shall not discriminate
against any EMPLOYEE with respect to hours, wages, or any terms or
conditions of employment by reason of his membership in the PBA and
its affiliates, collective negotiations with the BOROUGH, or his
institution of any grievance, complaint or proceeding 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.

* Throughout this Agreement, the words "Patrolmen or "he" are used
with gender neutral intent, and shall be deemed to apply to male
and female persons equally.

2.00 EXCLUSIVITY OF ASSOCIATION REPRESENTATIVES

2.01 The BOROUGH agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association with regard to the categories of personnel covered by the said memorandum of agreement during the terms of this Agreement.

3.00 EXISTING LAW

3.01 The provisions of this Agreement shall be subject and subordinate to, and shall not annul or modify, existing applicable provisions of State Laws, Federal Laws, and/or arbitration decisions.

4.00 ASSOCIATION RECOGNITION

4.01 The BOROUGH recognizes PBA Local 102, Maywood members, as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all patrolmen and Police Officers above the rank of Patrolmen employed by the BOROUGH's Police Department. As hereinafter used, the term "Association" shall refer to PBA Local 102, Maywood Police Department members only.

4.02 All Patrolman and Police Officers above the rank of Patrolman, (excluding the Chief) employed by the BOROUGH shall be members of the Association.

4.03 The term "Patrolman", "Police Officer", or "Employee" as used herein shall be defined to include the plural as well as the singular and to females as well as males.

5.00 ASSOCIATION REPRESENTATIVES

5.01 The BOROUGH recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement, provided they are members of the Maywood Police Department, members of the Association or their attorneys.

5.02 The Association shall furnish the BOROUGH in writing with the names of the representatives and the alternates and notify the BOROUGH of any changes.

5.03 The authority of the representatives and alternates so designated by the Association shall be limited to, and not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.

B. The transmission of such messages and information which shall originate with and are authorized by the Association Unit or its representatives.

5.04 The designated Association representatives shall be granted reasonable time with pay during working hours, pursuant to the Chief's control, to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with BOROUGH officials.

6.00 RIGHTS OF EMPLOYEES

6.01 Members of the Association hold a unique status as public employees in that the nature of their office and employment involves the exercise of a portion of the police power of the BOROUGH. This section is intended to apply only to those cases involving potential criminal or disciplinary charges against members of the bargaining unit.

6.02 The security of the community depends to a great extent on the manner in which Police Officers perform their duties and their employment is thus in the nature of a public trust.

6.03 The wide-ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public.

6.04 Out of these contacts may come questions concerning the actions of the members of the Police Department.

6.05 These questions may require investigations by superior officers designated by the Chief of Police and the Governing body.

6.06 In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

A. The interrogations of a member of the Police Department shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigations dictates otherwise.

B. The interrogation shall take place at the location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

C. The member of the Association shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that a member of the Association is being interrogated as a witness only, he should be so informed at the initial contact.

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

F. Except for routine questioning and if a member so requests, the complete interrogation of the member of the Association shall be recorded mechanically or by a certified stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.

G. If a member of the Association 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.

H. In all cases, and at every state of the proceedings, in the interest of maintaining high morale, the Department shall afford an opportunity for a member of the Association, if he so requests, to consult with Counsel and/or his Association representative before being questioned.

7.00 DATA FOR FUTURE BARGAINING

7.01 The BOROUGH agrees to make available to the Association all existing relevant data which the Association may require to bargain collectively.

7.02 The relevant existing data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other employee 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 and other data of a similar nature.

7.03 The BOROUGH shall incur no additional expense by virtue of this section. This section shall not apply to any attorney-client work product.

8.00 DUES DEDUCTION

8.01 Dues deduction shall be permitted in accordance with pertinent statutes.

9.00 SALARIES

9.01 The base annual salaries of all EMPLOYEES covered by this Agreement shall be as set forth in Appendix "A".

9.02 The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed retroactive to January 1, 1987, and any monies due to EMPLOYEE by virtue of this clause shall be paid within sixty (60) days after the execution of this Agreement. This Agreement shall be executed within fourteen (14) days of verbal agreement by both parties.

10.00 TOUR COMMANDERS

10.01 A patrolman who shall act as Tour Commander shall receive extra compensation as follows: For the period beginning January 1, 1987, through and including December 31, 1987, the Tour Commander shall receive the sum of fifteen dollars (\$15.00) for each such tour. For the period beginning January 1, 1988, the Tour Commander shall receive the sum of thirty-five dollars (\$35.00) for each such tour.

11.00 WORK DAY, WORK WEEK AND OVERTIME

11.01 The normal work day tour shall be eight (8) hours and shall include, within the eight (8) hour span, one thirty (30) minute meal period per day, and two (2) fifteen (15) minute rest periods per day.

11.02 The work schedule shall be as follows:

Four (4) working days, each beginning at 11:00 P.M. and ending at 7:00 A.M. followed by two (2) days off; Four (4) working days each beginning 3:00 P.M. and ending at 11:00 P.M. to be followed by two (2) days off; and four (4) working days, each beginning at 7:00 A.M. and ending at 3:00 P.M. to be followed by two (2) days off. This work schedule, often referred to as a "4/2, 4/2, 4/2" schedule shall be implemented no later than January 1, 1988, and shall not be altered without negotiation through collective bargaining.

As a result of the fact that the above described "4/2, 4/2, 4/2" work schedule was not implemented until January 1, 1988 and, in light of the fact that this Agreement is intended to apply to the period beginning January 1, 1987 through and including December 31, 1988, the parties have agreed that the effect of the "4/2, 4/2, 4/2" work schedule for the period January 1, 1987, through December 31, 1987, shall be six (6) days additional compensation for each EMPLOYEE. The six (6) days of additional compensation shall be computed as follows:

- A. Three (3) days at the rate in effect on January 1, 1987; and
- B. Three (3) days at the rate in effect on July 1, 1987.

11.03 Work in excess of the EMPLOYEE's basic work week or tour for a day shall be considered overtime and shall be paid at an hourly rate of one and one-half (1-1/2) times the EMPLOYEES base hourly rate.

11.04 To compute the hourly rate, the EMPLOYEES base annual salary and his longevity entitlement shall be added together and then divided by 1,944 hours. To compute the EMPLOYEES overtime, the hourly rate shall be multiplied by one hundred fifty (150%) percent.

11.05 EMPLOYEES who are on duty during the 3:00 P.M. to 11:00 P.M. tour of duty on New Year's Day, Easter Sunday, Thanksgiving Day, and Christmas Day, shall be permitted a two (2) hour period for dinner. EMPLOYEES who are on duty during the 3:00 P.M. to 11:00 P.M. tour of duty on Sundays, shall be permitted a one (1) hour period of time for dinner. The aforesaid two (2) hour and one (1) hour period shall be considered part of the EMPLOYEE's eight (8) hour continuous tour of duty.

11.06 If, during the aforesaid times, an emergency or other need for the services of the EMPLOYEE may arise, the EMPLOYEE shall be subject to immediate recall to duty, and if called by Police Headquarters or any supervisor to do so, he will immediately respond and return to duty, and if possible, allowed to resume their dinner break immediately after the emergency or later in the shift.

EMPLOYEE shall advise Police Headquarters prior to dinner or refreshment breaks where he can be contacted by telephone or otherwise.

11.07 The BOROUGH shall continue the present practice of computing overtime beyond a normal tour for a day or on a day off.

12.00 COURT TIME

12.01 Court time, as referred to in this article shall consist of all time, excluding regular tours of duty, during which any EMPLOYEES covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury Proceeding, or other Courts or administrative bodies.

12.02 All such required Court time shall be considered as overtime and shall be compensated at time and one-half.

12.03 When an EMPLOYEE covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this section, 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 BOROUGH's Police Headquarters and the pertinent Court or Administrative Body.

12.04 The amount of overtime to which an EMPLOYEE may be entitled under this article shall be the actual time required including waiting time in the Court or Administrative Body, together with an applicable travel time, provided, however, that the EMPLOYEE's entitlement to overtime under this article shall not be less than three (3) hours of overtime pay.

12.05 An EMPLOYEE who shall attend the hearings described in this section shall be obligated to be present for his next regular shift except under the following circumstances; If, in the course of his performance of duties, an EMPLOYEE is required to appear in Court, other than the Maywood Municipal Court, during the period of 9:00 A.M. to 5:00 P.M. immediately following his tour of duty on the 11:00 P.M. to 7:00 A.M. shift, then such EMPLOYEE shall be entitled to eight (8) hours off duty before being required to report for his next tour. It is further provided that in such event, the EMPLOYEE is required to call the supervisor on duty upon completion of the required Court attendance and shall advise such supervisor in sufficient time to permit such supervisor to find a replacement of the EMPLOYEE for the period of time that the EMPLOYEE will be unavailable for his regular shift by reason of the eight (8) hour rest period aforesaid. This section shall not be construed to permit the EMPLOYEE off-duty time for his full shift when the eight (8) hour rest period only carries him for a portion thereof.

13.00 COLLEGE CREDITS

13.01 The BOROUGH shall pay each EMPLOYEE an additional payment at the rate of fifteen dollars (\$15.00) per year per credit hour computed for those credits given toward a Baccalaureate or Associate Degree in a course of study commonly referred to as "Police Science" or a related field.

13.02 Credit hours must have been completed in, or accepted by a recognized institution of higher learning offering a program leading to a degree in "Police Science" or a related field.

- 13.03 Remuneration shall be paid on a credit-for-credit basis until sixty (60) credit hours have been completed. Thereafter, additional remuneration shall be paid only when the EMPLOYEE completes a total of ninety (90) credit hours and one hundred twenty (120) credit hours respectively. The maximum number of all credits for which an EMPLOYEE shall receive such remuneration shall not exceed a total of one hundred twenty (120) credit hours for said Bachelors Degree.
- 13.04 EMPLOYEEES who become eligible for such additional remuneration prior to June 30 of any calendar year, shall receive such additional remuneration beginning with the first pay period in July of that calendar year.
- 13.05 Such additional remuneration shall be payable upon presentation to the Mayor and Council or their representative of a proper certificate from the institution attended by such EMPLOYEE, setting forth the number of credit hours completed or the conferring of an Associate or Baccalaureate Degree in Police Science or a related field.
- 13.06 Such additional remuneration shall be paid notwithstanding the maximum salary or wages hereinbefore provided for such EMPLOYEEES, and shall be paid at the same time and in the same manner as the Salaries Section of this Agreement.
- 14.00 IN SERVICE TRAINING
- 14.01 In addition to the benefits set forth in this Agreement, the Borough shall pay each EMPLOYEE additional remuneration for college equivalency credits based upon approved police in-service training courses.
- 14.02 Such equivalent credits shall be in addition to regular college credits, but in no instance shall the total of the two be more than one hundred twenty (120) credits.
- 14.03 The method of computing equivalent credits pursuant to this paragraph shall be three (3) credits for every forty (40) hours of class time.
- 14.04 The EMPLOYEEES covered hereunder shall submit a signed statement to the Chief of Police which shall contain a listing of each such in-service course attended by such EMPLOYEE since his appointment to the Department, without regard to attendance being taken during on-duty or off-duty time. Basic training courses are to be excluded from these credits.
- 14.05 Computation of credits hereunder shall be made on the basis of the lists submitted to and verified by the Chief of Police. However, for all future computations of equivalent credits, only those approved schools, courses or training sessions attended by an EMPLOYEE during off-duty periods shall be included hereunder.

15.00 RESIDENCY

15.01 The BOROUGH agrees that EMPLOYEES shall not be required to be residents of the BOROUGH, unless otherwise mandated by New Jersey State Law.

16.00 PRIORITY FOR OVERTIME

16.01 Overtime for regularly scheduled shifts and details will be offered to a regular full-time EMPLOYEE of the Department first, in an order of preference based upon a rotating volunteer roster, one for an eight (8) hour shift and one for special details, within rank. Said rosters will include all men who desire their names on said roster.

16.02 There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interest of the BOROUGH to bypass an EMPLOYEE or EMPLOYEES on the overtime list.

16.03 While this Agreement contemplates the possibilities noted in the above section, it is agreed and understood that such by-passed EMPLOYEES must become next on the list for the purpose of the overtime roster.

16.04 The purpose of this section is to equalize overtime among volunteer EMPLOYEES referred to above and same shall not be defeated by the BOROUGH's selection of special persons for special details as set forth herein.

16.05 In the event an EMPLOYEE declines overtime when offered based upon that EMPLOYEE's position on the rotating volunteer roster referred to above, said EMPLOYEE shall forfeit his or her position in the rotation until his or her position in the next rotation occurs.

17.00 LONGEVITY

17.01 In addition to all wages and other benefits, each EMPLOYEE shall be entitled to a longevity payment in accordance with APPENDIX "B" attached hereto.

17.02 The payments for the longevity benefit shall be made at the same time and in the same manner as outlined in the Salaries Section of this Agreement.

18.00 REPLACEMENTS

18.01 Full time EMPLOYEES covered by this Agreement shall not be replaced by any non-police part-time or other personnel, or shall any position presently filled by a full time EMPLOYEE be covered by any non-police, part-time or other personnel. But the position of dispatcher is not intended to be included under the terms hereof.

19.00 UNIFORMS

19.01 Each new EMPLOYEE shall receive from the BOROUGH free of charge, in lieu of a clothing allowance, a complete uniform:

- A. Two (2) pairs uniform pants
- B. Six (6) long sleeve shirts
- C. Six (6) short sleeve shirts
- D. One (1) trooper hat
- E. One (1) lightweight jacket
- F. One (1) leather jacket
- G. All uniform leather goods
- H. One (1) night stick
- I. One (1) set handcuffs
- J. Two (2) uniform ties
- K. All uniform brass
- L. Foul weather gear (raincoat and rainboots)
- M. One (1) pair uniform shoes
- N. One on-duty and one off-duty side arm and holster
- O. One container of mace or equivalent.

19.02 Thereafter, the BOROUGH will pay each EMPLOYEE during the term of this Agreement, the sum of four hundred seventy-five (\$475.00) dollars for the period January 1, 1987 through December 31, 1987; and five hundred twenty-five (\$525.00) dollars annually effective January 1, 1988, as a clothing allowance. Such allowance shall be designated for clothing purchase and/or maintenance. Clothing allowance shall be payable in the first pay period in January.

19.03 This payment shall be made to plainclothed as well as uniformed EMPLOYEES.

19.04 If the BOROUGH decides to change the uniform or any part thereof, it shall provide to each EMPLOYEE, free of charge, any such changed item. If the patch is changed, the BOROUGH will pay for the cost of affixing them to the EMPLOYEE's uniform. (for this purpose, foul weather gear shall not be deemed to be a change.)

- 19.05 Utilization of the above section shall not diminish the clothing allowance set forth in this Agreement.
- 19.06 An EMPLOYEE's uniform or personal equipment which are required by him in his capacity as Police Officer, which may be damaged during the course of his employment shall be replaced at the expense of the BOROUGH, except where such damage is caused by the negligence of the EMPLOYEE.
- 19.07 Any such payments made under Section 19.06 above shall be in addition to the EMPLOYEE's annual clothing allowance otherwise referred to in this Agreement, and shall be made to the EMPLOYEE within thirty (30) days of the reporting of same.
- 20.00 PBA REPRESENTATIVE
- 20.01 The BOROUGH agrees to grant the necessary time off without loss of pay to one member of the Department or an alternate selected by the members of the PBA Local 102, as delegate to attend any State or National Convention of the State of New Jersey or National Convention of the New Jersey Policemen's Benevolent Association. Further the BOROUGH agrees to grant the necessary time off without loss of pay to the PBA representative duly designated as the State Delegate to attend the monthly State PBA meeting.
- 21.00 VACATIONS
- 21.01 The vacation allowance schedule shall be as set forth in Appendix "C" of this Agreement.
- 21.02 To be eligible for his initial vacation, an EMPLOYEE must have completed at least five (5) months continuous service.
- 21.03 The vacation year is January 1 through December 31, except that when one week of vacation is taken during the last week of the current year, it will be considered to have been taken during the current year even though that week extends into the new year.
- 21.04 Except as provided in Section 21.03 above, the vacation for which an EMPLOYEE is eligible in any calendar year must be taken in that calendar year and cannot be carried forward except with the express permission of the Chief of Police or the Police Commissioner in his absence.
- 21.05 A vacation may not be waived by an EMPLOYEE and vacation pay received in lieu thereof.
- 21.06 It is desirable that the EMPLOYEE take his entire vacation at one time. Vacation days may be taken in one (1) day increments with seventy-two (72) hours notice and approval of the Chief, which approval shall not unreasonably be withheld.

- 21.07 A recognized holiday that occurs during an EMPLOYEE's vacation period will add a day to said vacation, which day may be utilized by the EMPLOYEE at a future date.
- 21.08 If the EMPLOYEE becomes sick or injured while on vacation, such disability will be considered to be vacation time unless it is of five (5) or more consecutive calendar days in duration, in which case the following applies:
- (a) The EMPLOYEE's vacation will be deemed to have ceased with the first day of the illness or injury. The EMPLOYEE will be placed on Sick Leave as of that first day. When such EMPLOYEE has recovered sufficiently to be able to resume his duties, he or she may, with approvals, either continue his or her vacation or take the balance of his or her vacation at a later time.
 - (b) If the EMPLOYEE on sick leave approaches the end of the calendar year without having taken and without being able to take all of the vacation time for which he or she is eligible, that period of time equal to the vacation for which he or she is eligible and has not been taken, will be designated as Vacation. For that period of time, such EMPLOYEE will receive full vacation pay.
- 21.09 Upon termination of employment for any reason (including death) an EMPLOYEE (or his estate) will receive pay in lieu of any untaken vacation for which the EMPLOYEE is or was eligible to receive.
- 21.10 The BOROUGH will make every reasonable effort to guarantee each EMPLOYEE at least two (2) weeks vacation during the prime time period of June 15th to September 15th, if the same is requested before May 15th, subject to seniority. This clause shall not preclude an EMPLOYEE from taking four (4) weeks of prime time vacation in the event that taking of such four (4) weeks does not create a staffing problem on his particular tour. The meaning of this language is an attempt to give each EMPLOYEE two (2) weeks--but not to preclude him or her from taking more than two (2) weeks--with his or her family during the prime time period. Thus, if an EMPLOYEE is the only EMPLOYEE who wishes to take such prime time vacation, on his or her particular tour of duty, such EMPLOYEE should be permitted to take same, since the other EMPLOYEES on his tour are presumable ready, willing and able to work and there is no conflict, and no situation where two EMPLOYEES, for example, are out on vacation during the same prime time period on that tour.

22.00 HOLIDAYS

22.01 All EMPLOYEES covered by this Agreement shall be entitled to receive fifteen (15) working days off per year chargeable as holidays.

22.02 The holiday schedule shall be as set forth in Appendix "D". The fifteenth (15th) holiday shall be considered a "Personal Day" to be utilized by the EMPLOYEE as a non-priority holiday.

22.03 Each EMPLOYEE shall be able to designate four (4) holidays or their compensatory days per year as "Priority Holidays". Any holiday or compensatory day so designated shall be granted to the EMPLOYEE on the requested date submitted by said EMPLOYEE.

22.04 Holidays shall not receive the same weight as vacation days.

22.05 With regard to all unused holidays as hereinbefore set forth, any such holidays which remain on record for an EMPLOYEE in a given calendar year shall be carried over and credited to such EMPLOYEE for the following calendar year.

23.00 SICK LEAVE

23.01 All full time members of the Police Department shall be entitled to fifteen (15) sick days with pay during each calendar year with regard to illness or injury which is not service connected. If an EMPLOYEE does not use all of the said sick days, he shall be permitted to accumulate his unused sick days to a total of not more than two hundred (200) days accumulated sick days.

24.00 WORK INCURRED INJURY

24.01 Where an EMPLOYEE under this Agreement suffers a work-connected injury or disability, the BOROUGH 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 BOROUGH.

24.02 The EMPLOYEE shall be required to provide a certificate from a reasonable physician certifying that he or she is unable to work and the BOROUGH may reasonably require said EMPLOYEE to present updated certificates from time to time.

24.03 In the event the EMPLOYEE contends that he or she is entitled to a period of disability beyond the period established by the treating physician or a physician employed by the BOROUGH, or by its insurance carrier, then and in that event, the burden shall be upon the EMPLOYEE to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation, or if there is an appeal therefrom, by the final decision of the last reviewing Court which shall be binding upon the parties.

24.04 For the purpose of this section, injury or illness incurred while the EMPLOYEE is acting in any BOROUGH authorized activity shall be considered in the line of duty.

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

24.06 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.

25.00 BEREAVEMENT LEAVE

25.01 All permanent full time EMPLOYEES covered by this Agreement shall be entitled to a four (4) day leave with pay upon the death or serious illness of a member of his immediate family.

25.02 Immediate family shall include the EMPLOYEE's spouse, and the children, parents, brothers, sisters, and grandparents of the EMPLOYEE and the EMPLOYEE'S spouse.

25.03 Such leave shall not be charged against EMPLOYEE'S vacation or sick leave.

25.04 Any extension of absence under this section may, at the employee's option and with the consent of the Chief of Police, be charged against available vacation time, holidays, or taken without pay for a reasonable period.

25.05 In the case of unusual circumstances not specifically covered in this section, funeral leave may be granted or extended at the discretion of the Chief of Police.

26.00 LEAVE OF ABSENCE

26.01 All EMPLOYEES covered by this Agreement may be granted leave of absence without pay.

26.02 Leave of absence is any requested and approved extended period away from work without pay. In appropriate circumstances and where the interests of the Police Department are not prejudiced, the Chief of Police may grant leaves of absence of not more than two (2) weeks' duration to EMPLOYEES who have completed at least one (1) year of service.

26.03 Leave of absence in excess of two (2) weeks may be granted by the Mayor and Council only on the recommendation of the Chief of Police. Leave of absence in excess of thirty (30) days will be granted only in light of the EMPLOYEE's need and the best interest of the BOROUGH.

26.04 At the expiration of such leave, the EMPLOYEE shall be returned to the position he or she enjoyed immediately prior to the leave of absence.

27.00 MEDICAL COVERAGE

27.01 It is the policy of the BOROUGH to provide for the health care of its employees. In order to carry out that policy, the BOROUGH provides hospitalization, major medical, and dental insurance plans for all EMPLOYEES and their dependants, including unemancipated children.

27.02 Hospital insurance is provided through the New Jersey Blue Cross/Blue Shield Hospital and Medical Plan Insurance, Series 14/20, including Rider J; Major Medical coverage is provided through the New Jersey Blue Cross/Blue Shield Series 14/20 effective 6/1/81.

27.03 Dental insurance is provided through the New Jersey Dental service plan; Plan II-A, effective 4/1/81.

27.04 Coverage Continuance: In the event that any present insurance carrier shall refuse to continue to provide such insurance, or in the event the Borough shall elect to place such coverage with a different insurance carrier, the BOROUGH will attempt to effectuate a transfer of coverage with no interruption of coverage or loss of benefits to any EMPLOYEES or dependents. In the event that a change in coverage takes place because the BOROUGH elects to change insurance carriers and if for that reason an EMPLOYEE or member of his immediate family shall be denied benefits, then the BOROUGH will reimburse the EMPLOYEE in the amount that would have been paid to that EMPLOYEE under the pre-existing insurance program, provided, however, that this obligation of the BOROUGH shall not apply if the change in coverage is caused by any reason other than the voluntary election of the BOROUGH to change insurance carriers.

28.00 INSURANCE

28.01 The BOROUGH will continue to provide existing insurance coverage to EMPLOYEES covered under 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 and the invasion of civil rights.

28.02 The BOROUGH will also pay a reasonable fee to any attorney selected by said EMPLOYEE, bond, interest of 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 the performance of his duties for the BOROUGH: but not for such EMPLOYEE's defense in any disciplinary proceeding instituted against him by the BOROUGH or in a criminal proceeding instituted as a result of a complaint on behalf of the BOROUGH. If any such disciplinary or criminal proceeding instituted by or on complaint of the BOROUGH shall be dismissed or finally determined in favor of the EMPLOYEE, he shall be reimbursed for the reasonable expense of his defense. Further, in no event shall an attorney selected by the EMPLOYEE be substituted unless such substitution shall be consented to in writing by the insurance carrier for the BOROUGH or its designated representative.

29.00 BULLETIN BOARD

29.01 The BOROUGH will supply one (1) bulletin board for the use of the Association, to be placed in a conspicuous location.

29.02 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.

29.03 No matter may be posted without receiving permission of the designated Association representatives.

30.00 CEREMONIAL ACTIVITIES

30.01 In the event a police officer in another Department in the State of New Jersey is killed in the line of duty, the BOROUGH will permit at least two (2) uniformed EMPLOYEES of its Department to participate in funeral services for such deceased officer.

30.02 Subject to the availability of same, the Chief of Police will permit a Department vehicle to be utilized by the EMPLOYEES in the funeral service.

30.03 Police officers participating in such funeral services shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Chief of Police.

31.00 PERSONNEL FILES

31.01 A separate personal history file shall be established and maintained for each EMPLOYEE covered by this Agreement. Such personal history files are confidential records and shall be maintained in the office of the Chief of Police or the Captain of Police.

31.02 Any EMPLOYEE may, by appointment, review his or her personnel file, but this appointment for review must be made through the Chief of Police, Captain of Police or his or her designated representative.

31.03 If a written complaint concerning an EMPLOYEE or an EMPLOYEE's actions is to be placed in the EMPLOYEE's personnel file, a copy of said complaint shall be made available to the EMPLOYEE. The EMPLOYEE shall be given an opportunity to rebut the complaint if he or she desires, and shall be permitted to place said rebuttal in his or her personnel file.

31.04 Any and all commendations such as, but not limited to, Departmental Commendations; letters of appreciation from other departments or agencies, residents, and/or other persons shall be placed in the EMPLOYEE's personnel file.

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

31.06 Each EMPLOYEE's personnel file shall be organized in chronological order with pages numbered in consecutive order.

32.00 MILITARY LEAVE

32.01 Military leave for EMPLOYEES training or service with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

33.00 PENSION

33.01 The BOROUGH shall provide pension and retirement benefits to EMPLOYEES pursuant to provisions of the statutes and laws of the State of New Jersey.

33.02 The BOROUGH will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to EMPLOYEES pursuant to this Agreement.

33.03 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then and in that event, resolution of such dispute shall be made by the appropriate Fund and the parties to this Agreement agree to be bound thereby.

34.00 GRIEVANCE PROCEDURE

34.01 To provide for the expeditious and mutually satisfactory settlement of grievances by reason of complaints arising under this agreement, the following procedures shall be used.

34.02 For the purpose of this Agreement, the term "grievance" means any complaint, 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 of any applicable rule or regulation.

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

A. STEP ONE

In the event that any EMPLOYEE has a grievance, within ten (10) working days of the occurrence of the event being grieved, the EMPLOYEE shall discuss it informally with his supervisor. The supervisor shall decide the grievance within ten (10) working days after the grievance is first presented to him or her. Said decision shall be in writing.

B. 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 Captain in charge of the unit to which the grievant is assigned. The Captain shall render a decision within ten (10) working days after the grievance was presented to him or her. Said decision shall be in writing.

C. STEP THREE

If no satisfactory resolution of the grievance is reached at Step Two, then within ten (10) working days, the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within ten (10) working days after the grievance was first presented to him or her. In the absence of the Chief, the grievance shall be presented to the Captain in charge of the Department for determination. Said decision shall be in writing.

D. STEP FOUR

If the Association wishes to appeal the decision of the Chief of Police (or the Captain in charge if the Chief is absent), it shall be presented in writing to the BOROUGH's Governing body within ten (10) working days. This presentment shall include copies of all previous correspondence relating to the matter in dispute. The BOROUGH's Governing Body shall give the Association the opportunity to be heard and will give its decision in writing within ten (10) working days of the receipt of the written grievance.

E. STEP FIVE

If the Association wishes to appeal the decision of the Governing Body, it shall, within sixty (60) working days of the receipt of the decision of the Governing Body, file with the New Jersey Public Employment Relations Commission, its request for arbitration of the grievance in question. The parties shall be bound by the decision of the Arbitrator. The cost of the Arbitrator shall be borne equally by both parties, but each party shall be liable for the payment of its own representative.

35.00 SAVINGS CLAUSE

35.01 It is understood and agreed that if any portion of this Agreement or the application of the Agreement to any person or circumstance shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

35.02 If any such provisions are so invalidated by statute, the BOROUGH and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

36.00 OFF-DUTY ACTION

36.01 Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

A. Any action taken by an EMPLOYEE within the State of New Jersey on his or her 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 or she were then on active duty.

B. Recognizing that the BOROUGH and its residents benefit from the additional protection afforded by armed off-duty police officers, and further recognizing the weighty responsibilities and hazards confronting such armed off-duty police officers, the BOROUGH agrees to pay such EMPLOYEES the sum of one (\$1.00) dollar in lieu of any other regular or periodic payments for such off-duty performances.

37.00 STANDBY TIME

37.01 Standby time shall be considered as time worked if the Chief or his designee requires the EMPLOYEE to remain in a fixed location.

37.02 Present practice with regard to weekend standby for detectives shall continue, but the amount payable for such weekend standby shall be four hundred (\$400.00) dollars per year per EMPLOYEE, with no set-offs for actual overtime worked on such weekends.

38.00 EXCUSED ABSENCE

38.01 Excused absence is defined as any authorized absence from the scheduled hours of work for which no deduction is made from the EMPLOYEE's leave, military leave or bereavement leave. The BOROUGH grants time off with pay to EMPLOYEES and identifies the absence as excused under the following circumstances:

38.02 TIME NECESSARY FOR VOTING

Any EMPLOYEE who desires to vote in a general or primary election, special election or local/municipal election in the community where he or she resides, and who is required to work on the day of such election and whose hours of work are such that it will be difficult or impossible for him to vote shall be granted two (2) hours of excused time to vote. Such time off shall be allowed only at the beginning or end of the EMPLOYEE's tour of duty as designated by his supervisors. However, any EMPLOYEE who has four (4) or more consecutive hours off before or after his working hours during which polls are open will be considered to have sufficient time to vote outside of his or her working hours and will not, therefore, be granted excused time.

38.03 TIME FOR DONATING TO THE COMMUNITY BLOOD BANK

Any EMPLOYEE who donates blood to a blood bank during his normal work schedule is granted the rest of the working day off as excused time. Any EMPLOYEE who donates blood outside his normal work schedule is granted three (3) hours of excused time to be taken at a mutually convenient time to the EMPLOYEE and the Chief of Police.

38.04 WEDDING OF EMPLOYEE

One (1) day off excused absence in connection with the wedding of an EMPLOYEE.

38.05 WIFE GIVING BIRTH

One (1) day off excused time in connection with time when EMPLOYEE's wife gives birth.

38.06 MOVING HOUSEHOLD

One (1) day off excused absence when EMPLOYEE is head of household and moves his family from one residence to another.

38.07 ILLNESS OF SPOUSE

When pre-school or disabled child needs care or illness or minor (pre-high school) child when EMPLOYEE is the only adult in the household responsible for the minor child's care. (Limited to a total of two (2) paid days off per calendar year.)

When overtime work in excess of five and one-half (5-1/2) hours is performed by the EMPLOYEE who is called in from off-duty status, sufficient excused time is granted in order to provide a period of four (4) consecutive hours off before the EMPLOYEE starts his next normal tour. For example, if the EMPLOYEE works from midnight until 6:00 A.M. and is scheduled to work the 7:00 A.M. to 3:00 P.M. tour, he receives three (3) hours excused time and starts his tour at 10:00 A.M.

39.00 MILEAGE AND MEAL ALLOWANCE

39.01 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 (\$.20) cents per mile.

39.02 Whenever an EMPLOYEE is required to attend a school or meeting which is out of town; and lunch is not provided, said EMPLOYEE shall be reimbursed Four (\$4.00) Dollars to cover the cost of such meal.

40.00 MATERNITY LEAVE

40.01 Maternity leaves not to exceed six (6) months without pay shall be granted at the request of female EMPLOYEE.

40.02 Maternity leaves may be extended or renewed for a period not to exceed six (6) months without pay upon the request of a female EMPLOYEE.

41.00 SAFETY AND HEALTH

41.01 The BOROUGH shall, at all times, maintain existing working conditions to insure maximum safety for all EMPLOYEES and shall provide equipment and devices toward that end.

42.00 YEARLY CALENDAR

42.01 Except as otherwise modified by this Agreement the present calendar year shall remain in full force and effect.

- 42.02 Vacations are selected pursuant to the Agreement and shall be fully shown.
- 43.00 NO WAIVER
- 43.01 Except as otherwise provided in this Agreement, the failure to enforce any provision in this Agreement shall not be deemed a waiver thereof.
- 43.02 This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the EMPLOYEES are entitled by law.
- 44.00 PATROL SAFETY
- 44.01 The BOROUGH recognizes and agrees that the day to day dangers and unforeseen occurrences that an EMPLOYEE may encounter on his daily tour are of concern to both parties to this Agreement.
- 44.02 The BOROUGH recognizes and agrees that in most instances an immediate and able backup police officer is both necessary and proper patrol procedure.
- 44.03 The BOROUGH shall therefore use its best efforts to provide a minimum of two (2) police officers on patrol at all times on every tour of each day. This minimum patrol shall be constituted from ranks of Patrolman and Sergeant.
- 44.04 The parties agree that on any tour not manned by the aforesaid minimum complement of Police Officers, the Patrolman shall notify the officer in charge of said condition who shall reasonably determine whether circumstances exist which renders it either impracticable or unnecessary to provide the aforesaid minimum complement.
- 44.05 Any time the EMPLOYEE performs a duty or function which he has been ordered to perform by any supervisor in the chain of command of the EMPLOYEE while on duty, including the tour commander of equal rank, and which is traditionally performed by EMPLOYEES governed by this Agreement, or one incidental thereto, such EMPLOYEE shall be deemed to be acting in the line of duty, and it shall be construed by the parties as an incident of employment entitling the EMPLOYEE to all benefits and protections afforded him, including but not limited to a construction by the parties that an injury occurring as a result of such an activity is one which arises out of and in the course of the EMPLOYEE's employment for the purposes of Workers' Compensation and pension benefits.
- 44.06 The BOROUGH will maintain all vehicles in a reasonably sound and safe condition and will make all reasonable efforts to keep the said vehicles reasonably safe and sound.

45.00 SAFETY COMMITTEE

45.01 The BOROUGH and the EMPLOYEES hereby agree to establish a Safety Committee, which Committee shall be charged with advising the Chief of Police and the Mayor and Council of the BOROUGH on all matters with respect to the health and safety of the members.

45.02 The Committee shall present its advisory opinion on any matter relating to health and safety, to include, but not be limited to, the following: Vehicle safety; quantity and quality of emergency equipment; weapons; protective equipment; safety and health procedures; prisoner and public safety; and safety morale.

45.03 The Committee shall be composed of two (2) representatives appointed by the Mayor and Council and two (2) representatives appointed by the PBA. A majority vote of Committee members on any given subject shall constitute the report of the Committee. Minority opinions may be reduced to writing and submitted to the Chief of Police if so desired by any member of the Committee.

45.04 The Committee shall meet not less than once every two (2) months at a mutually convenient time and place.

45.05 Any person may submit suggestions to the Committee members either orally or in writing.

46.00 FIREARMS QUALIFICATION

46.01 The BOROUGH shall take all reasonable steps to ensure that EMPLOYEES are provided with semi-annual firearms qualifications in all weapons regularly used by the EMPLOYEES in accordance with accepted police standards.

47.00 PROMOTION GUIDELINES

47.01 The BOROUGH agrees to provide a police promotion guideline ordinance within six (6) months after the date of the signing of this Agreement. The terms of such promotion guidelines shall be within the strict discretion of the BOROUGH, and this clause shall not be construed as a surrender or diminution by the BOROUGH of its absolute lawful authority to promote members of the Department and establish the procedure used thereof.

48.00 FACILITIES

48.01 All police quarters shall have adequate air-conditioning, heating, hot water, sanitary facilities, reasonably private locker rooms and adequate eating facilities.

48.02 The BOROUGH agrees to create a Physical Fitness Area in the Public Safety Building that will be utilized by the EMPLOYEES. The BOROUGH will provide and maintain reasonable equipment and fixtures for this area. (Such reasonable equipment and fixtures shall include, but are not limited to, weight equipment, shower stalls, etc.)

49.00 RETIREMENT

49.01 TERMINAL LEAVE

Each employee, after serving twenty-five (25) years or more, or such shorter time if permitted by Statute, shall be entitled to a paid terminal leave of a period of three (3) months. In any calendar year, an EMPLOYEE who retires during the months of January through September shall be entitled to receive his terminal leave in the form of a lump sum payment at his option. In any calendar year during the months of October through December, an EMPLOYEE may be entitled to a lump sum payment of terminal leave if such form of payment is acceptable to the Employer.

49.02 HEALTH BENEFITS AND DENTAL COVERAGE

The BOROUGH shall pay all premiums for health benefits and dental coverage of EMPLOYEES (which shall cover EMPLOYEE's spouse and unemancipated children) who shall have served as members of the Police Department of the BOROUGH for twenty-five (25) years or more. This coverage shall continue for the spouse upon the death of the Employee.

For the purposes of this paragraph, health benefits and dental coverage shall include those benefits which are or may be provided to municipal employees which include Blue Cross/Blue Shield, Series 14/20, including Rider J, and a major medical policy through the New Jersey Blue Cross/Blue Shield and dental insurance provided through the New Jersey Dental Plan in effect as of December 31, 1984.

49.03 When such EMPLOYEES shall have reached the age of 65 after retirement, they shall, as a condition of continued health benefits as provided for herein, apply for and pay, at their own cost and expense, such sums as may be due for Medicare coverage, Parts A and B, to the end that the health benefits provided for in this paragraph shall then consist of complimentary coverage.

50.00 SENIORITY

50.01 Traditional principles of seniority shall apply to EMPLOYEES, within grade, covered by this Agreement. Such principles shall apply to layoff, recall, transfer, and other similar acts. Seniority is defined to mean the accumulated length of service with the Department. Time in service by day of appointment shall apply. An EMPLOYEE's length of service shall not be reduced by time lost due to absence from his or her employment due to bona fide illness or injury certified by a physician not in excess of one (1) year.

50.02 New police officers and those transferring to the Borough from other jurisdictions shall be appointed for a probationary period commencing from the date of their employment to a date one year following completion of the Police training school, but in no event later than sixteen (16) months following the date of appointment. During said period of probation, an EMPLOYEE may be dismissed with or without cause.

51.00 TERM OF CONTRACT

51.01 This Contract shall be effective as of January 1, 1987, and shall terminate on December 31, 1988.

52.00 GENDER

52.01 It is the express intention of the parties hereto to utilize language in this Agreement which is "sex-neutral" and "gender-neutral". Whenever the words "he" or "him" are used, they shall apply with equal force to a female employee in which case the words "she" or "her" shall be substituted as if such words were expressly utilized in the actual specific provision of this Agreement.

BOROUGH OF MAYWOOD
BY John A. Speuert, Jr.
JOHN A. SPEUERT, JR., MAYOR

ATTEST
Patricia Allison
Patricia Allison, Borough Clerk

MAYWOOD PBA LOCAL 102
BY P.O. Wayne Hackbush

ATTEST
P.O. Joseph Anico

Sgt. Pat Lynch

APPENDIX "A"
ANNUAL BASE SALARIES

1987

A.) <u>PATROLMEN</u>	JANUARY 1, 1987 TO <u>JUNE 30, 1987</u>	JULY 1, 1987 TO <u>DECEMBER 31, 1987</u>
1.) From commencement of service to complete of first year	\$ 19,798.00	\$ 20,630.00
2.) After completion of first year until completion of second year	\$ 25,529.00	\$ 26,601.00
3.) After completion of second year until completion of third year	\$ 29,280.00	\$ 30,510.00
4.) After completion of third year	\$ 33,969.00	\$ 35,396.00
B.) <u>SERGEANT</u>	\$ 36,652.00	\$ 38,191.00
C.) <u>LIEUTENANT</u>	\$ 39,309.00	\$ 40,960.00
D.) <u>CAPTAIN</u>	\$ 41,967.00	\$ 43,729.00

1988

A.) <u>PATROLMEN</u>	JANUARY 1, 1988 TO <u>JUNE 30, 1988</u>	JULY 1, 1988 TO <u>DECEMBER 31, 1988</u>
1.) From commencement of service to completion of first year	\$ 21,414.00	\$ 22,228.00
2.) After completion of first year until completion of second year	\$ 27,612.00	\$ 28,661.00
3.) After completion of second year until completion of third year	\$ 31,669.00	\$ 32,872.00
4.) After completion of third year	\$ 36,741.00	\$ 38,137.00

B.) <u>SERGEANT</u>	\$ 39,642.00	\$ 41,148.00
C.) <u>LIEUTENANT</u>	\$ 42,516.00	\$ 44,132.00
D.) <u>CAPTAIN</u>	\$ 45,391.00	\$ 47,116.00

APPENDIX "B"

LONGEVITY

(Schedule of Increments)

<u>Time Increment</u>	<u>Percent</u>
Hire date but less than 3 year	0%
3 years but less than 6 years	1%
6 years but less than 9 years	2%
9 years but less than 12 years	3%
12 years but less than 15 years	4%
15 years but less than 17 years	5%
17 years but less than 19 years	6%
19 years but less than 21 years	7%
21 years but less than 23 years	8%
23 years but less than 25 years	9%
25 years and over	10%

APPENDIX "C"

VACATIONS

Vacations allowance in year subsequent to the calendar year in which the individual is employed is determined by the length of service completed. The past practice of using anniversary dates for computation of vacation allowances shall be continued.

Effective January 1, 1987

<u>Length of Service</u>	<u>Vacation Days*</u>
5 months but less than 1 year	7
More than 1 year but less than 8 years	13
More than 8 years but less than 15 years	16
More than 15 years but less than 23 years	23
More than 23 years to retirement	27

* Working days

APPENDIX "D"

HOLIDAY SCHEDULE

The following holidays are observed:

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Easter
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Friday After Thanksgiving Day
13. Christmas
14. Martin Luther King Day
15. Personal Day - Non priority