

GENERAL AGREEMENT

July 1, 2000 to June 30, 2004

This agreement is made and entered into, by and between, THE TOWN OF WEST NEW YORK, a municipality in the County of Hudson, State of New Jersey. hereinafter referred to as the "Employer".

-and-

THE WEST NEW YORK POLICE SUPERVISORS ASSOCIATION INC., hereinafter referred to as the "Union", for the purpose of reaching a mutual understanding, promoting harmonious relations, effect good and efficient service, and both parties agree to be bound by all the terms and conditions of this agreement.

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## ARTICLE I - UNION RECOGNITION

SECTION 1 - The Employer hereby recognizes the West New York Police Supervisors Association Inc. as the exclusive negotiating agent for all police supervisors in the West New York Police Department as set forth in Article II Section 1 of this Agreement, for the purpose of, but not limited to, collective negotiations, grievance procedure, and all terms and conditions of employment. *Per L.C.D.*

SECTION 2 - The Employer agrees to deduct from the pay of all members of the Union, dues and assessments as required by the Union rules and regulations. All such deductions shall be remitted to the proper official of the Union before the expiration of the calendar year.

SECTION 3 - 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 ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be an amount equal to eighty-five (85%) percent of the regular 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 membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in the provision by a successor agreement between the Union and the Employer.

SECTION 4 - The Union agrees that it will indemnify and save harmless the Employer, against any and all actions, claims, demands and/or liabilities resulting from any suit, action, claim and/or demands arising out of the implementation or enforcement of this article, and it shall reimburse the Employer for all costs, including reasonable Attorney's fees incurred in defense of the Employer. This section shall only apply provided there is no intentional wrongdoing on the part of the Employer.

## ARTICLE II - SCOPE OF AGREEMENT

SECTION 1 - Employees covered by this Agreement shall be construed to mean all Police personnel of the West New York Police Department with the permanent NJ Department of Personnel classification of Sergeant, Lieutenant, Captain and Deputy Chief. Excluded from the coverage of this Agreement are managerial executives, confidential employees, professionals, craft employees, Police Officers, the Chief of Police, the Deputy Director of Public Safety and all non-police employees.

SECTION 2 - This Agreement shall govern all terms and conditions of employment as herein set forth.

SECTION 3 - This Agreement shall be binding on the parties hereto, their heirs, successors, administrators, executors and/or assigns.

SECTION 4 - If there is a difference between the rules of the Department and this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 5 - All references made to the Chief of Police in this document shall also mean civilian Deputy Director of Public Safety or other Chief Executive Officer of the Department.

## ARTICLE III - UNION ACTIVITIES

SECTION 1 - The Employer agrees to grant, without discrimination, the necessary time off with pay to attend Local, State and/or International meetings or conventions of the Union and/or The Fraternal Order of Police, to an officer(s) so designated by the Union, except that no more than three (3) designated employees shall be granted time off at any one time. For purposes of negotiations, a maximum of four (4) men will be permitted time off with pay to participate in collective negotiations between the parties.

SECTION 2 - The Employer agrees that the President of the Union may at any time go off post on Union business, but that upon so doing, the President must notify Police Headquarters and obtain permission from the Desk Officer, which shall not be unreasonably withheld. The Employer further agrees that any authorized representatives of the Union may enter Headquarters

or the Municipal Building during the workday or night, at reasonable hours, provided they announce their presence to the person in charge, and do not interfere with the normal work of Headquarters or the Municipal Building, or any office therein.

SECTION 3 - The Employer agrees that he will not discriminate against any employee because of his membership, office or activities in, with or on behalf of the Union.

#### ARTICLE IV - NEW HIRES, PROMOTIONS, AND DETAILS

SECTION 1 - The parties agree that all vacancies and promotions in this bargaining unit shall be made by the Employer in accordance with the applicable regulations of the NJ Department of Personnel.

SECTION 2 - A constant and current NJ Department of Personnel list shall be maintained for all ranks to insure the prompt filling of vacancies. At the request of the Union, the Employer will request the NJ Department of Personnel to call an examination.

SECTION 3 - In the event an employee acting in a higher grade is killed or permanently disabled in the line of duty, he or his designated beneficiary shall receive a pension in the amount equal to the rank he was so acting in and the difference, if any, shall be paid by the employer.

#### ARTICLE V - WORK DAY, WORK WEEK

SECTION 1 - The work week consists of thirty seven and one half (37 ½) hours per week divided as follows- Four (4) consecutive eight (8) hour days on 0800 to 1600 tour, followed by a seventy-two (72) hour leave; and then shall work four (4) consecutive eight (8) hour days on a 1600 to 2400 tour, followed by a ninety-six (96) hour leave; then shall work four (4) consecutive days on a 0000 to 0800 tour, followed by a seventy-two (72) hour leave. This cycle, commonly known as the six (6) day cycle, shall apply to all personnel except detailed officers and Police Captains and Deputy Chiefs.

There shall be one (1) hour off in each day for lunch or dinner; however, while on mealtime the employee shall be at all times subject to emergency call.

There shall be three (3) shifts of tours of duty, namely 0800 to 1600; 1600 to 2400; 0001 to 0800. The employer may establish such other permanent bona fide shifts as public safety may require, in consultation with the Union.

SECTION 2 - Detailed men, including Police Captains and Deputy Chiefs, shall work a schedule of five (5) consecutive eight (8) hour days followed by a sixty-four (64) hour leave and then shall work four (4) consecutive eight (8) hour days followed by an eighty-eight (88) hour leave and shall continue to work such five (5) and four (4) alternately, except that in every calendar quarter, they shall work three (3) work weeks of five (5) eight (8) hour days with sixty-four (64) hours of leave between these three (3) five (5) day work weeks and then followed by the above alternating cycle.

No detailed officer shall be scheduled to work in excess of four (4) additional tours per year beyond the number of tours he would otherwise work if the alternating schedule were followed consistently.

There shall be one (1) hour off in each day for lunch or dinner; however, while on mealtime the employee shall be at all times subject to emergency call.

SECTION 3 - The Employer shall provide for weapons qualifications as provided by law, at no expense to the employee.

SECTION 4 - The Employer shall post all school opportunities at least two (2) weeks in advance of the commencement of the courses whenever possible.

## ARTICLE VI - OVERTIME

SECTION 1 - The hourly rate of each employee in the bargaining unit shall be computed by adding the employee's base annual salary plus his longevity and then by dividing the sum by 1950.

SECTION 2 - The overtime rate shall be one hundred fifty (150%) percent of the hourly rate.

SECTION 3 - An employee may be required to work time in excess of an employee's tour of duty for a day, subject to payment of the overtime rate.

SECTION 4 - An Employee may be required to work time in excess of an employee's normal workweek subject to payment as follows-

- a) For all compensated time or time worked up to and including thirty-eight (38) hours per week, payment shall be at the hourly rate except as noted in Section 3 above.
- b) For all compensated time or time worked beyond thirty-eight (38) hours per week, payment shall be at the overtime rate; except for detailed employees, Captains and Deputy Chiefs working their five (5) day week for whom overtime shall begin after forty (40) hours.
- c) In regard to Court Calls, other than appearances in Municipal Court in West New York, payment shall be at the overtime rate for all such calls outside the employee's normally scheduled work hours. In lieu of the foregoing, an employee working the 0000 to 0800 tour who is scheduled for a court appearance (other than West New York Municipal Court) that business day may elect one of the following options, provided that in either case, manpower availability is not affected and that twenty-four (24) hour prior notice is given to the Supervisor in charge of this shift:
  - 1) The employee may take off the 0000 to 0800 tour and waive overtime for court appearance; or,
  - 2) The employee may work his scheduled 0000 to 0800 tour and receive normal overtime for court appearance
- d) There shall be no pyramiding of overtime.
- e) Any employee spending more than thirty-minutes (30) beyond his normal tour will be paid a minimum of one (1) hour at the overtime rate.
- f) Any employee recalled to duty during the tour of duty immediately following such employee's regular tour of duty will be guaranteed a minimum of four (4) hours at the overtime rate; and if recalled during a subsequent tour of duty, will be guaranteed a minimum of four (4) hours at the overtime rate. In order for overtime to qualify as a recall, the period of the recall shall not be contiguous to the employee's tour of duty.

SECTION 5 - All mandatory off-duty details including, but not limited to parades, funerals, and special events, shall be considered as overtime.

SECTION 6 - For purposes of recalling employees to duty in emergency situations, a roster shall be posted and maintained, to be utilized in such a recall.



## ARTICLE VII - HOLIDAYS

SECTION 1 - There shall be fourteen (14) paid holidays in each year of this Agreement and thereafter.

SECTION 1A - Effective 1/1/96, all members of the bargaining unit who have entered their 23rd year of service as of 1/1/96, in lieu of Holiday Pay will have an amount equal to the Holiday Pay added to their annual salary plus longevity and shall be paid in regular biweekly paychecks. The amount of the Holiday Pay shall not be included for calculation of the overtime rate, however it shall be included as part of the Employee's base salary.

SECTION 1B - Effective 1/1/2001, all members of the bargaining unit, regardless of rank or longevity, in lieu of Holiday Pay will have an amount equal to the Holiday Pay added to their annual salary plus longevity and shall be paid in regular biweekly paychecks. The amount of the Holiday Pay shall not be included for calculation of the rate for overtime or terminal leave, however it shall be included as part of the Employee's base salary.

SECTION 2 - Payment for each holiday shall be at the Employee's hourly rate as defined in Article VI, Section 1 herein, times eight (8) hours.

## ARTICLE VIII - VACATIONS AND VACATION PAY

SECTION 1 - Effective January 1, 1998, and annually thereafter, vacations shall be as follows:

- |                 |                                |
|-----------------|--------------------------------|
| a) Sergeant     | Thirty-four (34) working days  |
| b) Lieutenant   | Thirty-eight (38) working days |
| c) Captain      | Forty-one (41) working days    |
| d) Deputy Chief | Forty-four (44) working days   |

SECTION 2 - The vacation period shall be between January 1 and December 15. All employees shall be guaranteed two (2) consecutive weeks between June 15 and September 15; the remaining vacation shall be placed in the vacation days book and shall be taken during the calendar year subject to a schedule to be submitted and approved, and which shall be subject to the needs of the Department.

SECTION 3 - Vacation schedules shall be established by the Chief/Deputy Director of the Department taking seniority into consideration. The Chief/Deputy Director may consult with the Union concerning scheduling of vacations.

SECTION 4 - Five (5) vacation days may be placed by an Employee in the days-off book and may be carried forward past the end of the year. All other vacation days must be taken before the end of the year or be relinquished, unless conditions related to Departmental decisions, made by the Chief/Deputy Director, exist that prevent the taking of said vacation before the end of the year.

SECTION 5 - In the event of an Employee's death, all vacation pay due him will be paid to his estate.

SECTION 6 - Employees shall be permitted to exchange vacation time without prejudice or discrimination.

SECTION 7 - If an Employee, who is on vacation, becomes sick or injured, he shall not be placed on sick leave until expiration of the scheduled vacation.

## ARTICLE IX - SICK LEAVE

SECTION 1- The Employer agrees that each Employee in the bargaining unit shall receive fifteen (15) working days of sick leave per year. Unused sick days shall accumulate from year to year without limitation.

SECTION 2 - No Employee shall be required to produce a doctor's certificate to return to duty unless he has suffered an injury, undergone any form of surgery or is out sick for more than three (3) working days. If an Employee reports sick on two (2) separate unrelated occasions during a calendar year, then the Employer may require him to submit a Doctor's certificate for any subsequent sickness during the calendar year before he returns to duty, regardless of the length of the sickness.

SECTION 3 - (a) If an Employee is unable to perform his duties as certified to by the Employer's physician due to a non-work related injury, surgery or disabling illness (exclusive of the common cold, flu and the like), such absence shall not be charged to annual sick leave but

shall be deducted from a Catastrophic Sick Leave Bank as defined in Subsection (b). A dispute concerning the application of Section 3(a) above shall be subject to the Grievance/Arbitration provision of this Agreement.

(b) Effective January 1, 1994, there shall be established a Catastrophic Sick Leave Bank, for each Employee, consisting of twenty-one (21) calendar months which may be drawn upon during employment if the employee suffers catastrophic illness or disability as defined in Subsection (a). Should an Employee exhaust the days in said bank, the employee may utilize his regular accumulated sick leave days. Should that be exhausted, an employee may utilize his terminal leave as pursuant to Article XIII.

(c) Effective January 1, 1998, the amount of time set forth in subsection (b) shall be modified from twenty-one (21) calendar months to eighteen (18) calendar months. A twelve month (12) limitation shall be established during which an employee may utilize the Bank at any one time.

## ARTICLE X - LINE OF DUTY INJURY

SECTION 1- When an Employee is injured in the line of duty, the Employer agrees to bear the cost of all related medical, dental, surgical, therapeutic and pharmaceutical bills.

SECTION 2- Any Employee injured in the line of duty reserves the right to be treated by a Physician and/or Surgeon of his own choice, whose fees will be paid by the Employer, provided the employment of said doctor is authorized, which authorization shall not be unreasonably withheld.

## ARTICLE XI - WAGES AND PENSION

SECTION 1 - The base pay of the Employees covered by this Agreement shall be as follows-

a) Effective 6/30/2001-	Sergeant	\$66,971.00	per	annum
(3.0% increase)	Lieutenant	\$78,358.00	per	annum
	Captain	\$91,681.00	per	annum
	Deputy Chief	\$107,265.00	per	annum
b) Effective 6/30/2002 -	Sergeant	\$68,980.00	per	annum
(3.0% increase)	Lieutenant	\$80,709.00	per	annum
	Captain	\$94,432.00	per	annum
	Deputy Chief	\$110,483.00	per	annum

c) Effective 6/30/2003 (3.5% increase)	-Sergeant	\$71,394.00	per	annum
	Lieutenant	\$83,534.00	per	annum
	Captain	\$97,737.00	per	annum
	Deputy Chief	\$114,350.00	per	annum
d) Effective 6/30/2004 (3.75% increase)	-Sergeant	\$74,071.00	per	annum
	Lieutenant	\$86,666.00	per	annum
	Captain	\$101,402.00	per	annum
	Deputy Chief	\$118,638.00	per	annum

SECTION 1A - Should the Town demote any other members of the bargaining unit, except for disciplinary reasons, during the term of this Agreement, other members of the bargaining unit shall receive an increase of 2% per annum in addition to the negotiated wage increases listed above.

SECTION 2 - Salary will be paid on Wednesday in regular biweekly installments. If a holiday falls on that Wednesday, then the pay will be distributed on the Tuesday of said week.

SECTION 3 - The Employer agrees to provide all Employees with a Pension, as provided by State Law.

## ARTICLE XII - LONGEVITY

SECTION 1- The Employer agrees to pay longevity to all Employees covered by this Agreement according to the following scale, said longevity to be paid biweekly with the Employee's salary. Longevity shall be included as part of the Employee's base salary for pension purposes.

SECTION 2 - Effective January 1, 1994; all employees covered by this Agreement shall be governed by the following longevity schedule:

Beginning with the 5th year of service and ending with 7th year	-	4%
Beginning with the 8th year of service and ending with 11th year	-	6%
Beginning with the 12th year of service and ending with 15th year	-	8%
Beginning with the 16th year of service and ending with 19th year	-	10%

Beginning with the 20th year of service and ending with 24th year	-	12%
Beginning with the 25th year of service	-	14%

### ARTICLE XIII - TERMINAL LEAVE

SECTION 1: Employees hired after January 1, 1984 shall receive on retirement at retirement rate of pay all accumulated sick days, vacation days and accrued days, subject to the CAP of this Article. Payments for such accumulated time shall be due within forty-five (45) days of retirement in a lump sum or, at the election of the Employer, in periodic payments over twelve (12) months at the then prevailing rate of interest, interest to commence ninety (90) days after retirement.

SECTION 2: Employees hired prior to January 1972 shall receive upon retirement six (6) months pay at retirement rate of pay. Such payment shall be in a lump sum or periodic payments as set forth in Section 1. Such Employees shall not receive payment for sick time accumulated after January 1, 1984.

SECTION 3: Employees hired between January 1, 1972 and December 31, 1983 shall receive upon retirement three (3) months pay together with all sick days, vacation days and accrued days accumulated after January 1, 1984. Payment is to be at retirement rate of pay and pursuant to Section 1 above.

SECTION 4: Book time accumulated prior to January 1, 1984 shall be vested and in addition to the terminal leave of this Article. Effective January 1, 1984 the vested book time shall be published and distributed to the Union and the Employees.

SECTION 5: All sick days, vacation days and accrued days accumulated after January 1, 1984 shall not be included in the vested book time under Section 4 above. Upon retirement, payment to Employees falling within Sections 1, 2 and 3 of this Article for the days so accumulated shall be limited to the following maximum amounts or CAPS:

For Sergeants	\$20,000
For Lieutenants	\$22,000
For Captains	\$24,000
For Deputy Chiefs	\$27,000

On December 31 of each year, the Employer shall publish the annual and accrued leave for each Employee, exclusive of the vested book time.

## ARTICLE XIV - CLOTHING ALLOWANCE

SECTION 1: The Employer agrees to pay all employees covered by this Agreement the amount of \$725.00 per annum for the purchase of uniforms. Uniforms may be purchased from any supplier of required uniforms. The aforementioned clothing allowance payments shall be paid on or before the first pay period in July of each year.

SECTION 2: The Employer agrees to pay all employees covered by this Agreement a clothing maintenance allowance in the amount of one hundred seventy five (\$175) dollars per annum, payable on or before April 1 of each year.

## ARTICLE XV - MEDICAL SURGICAL AND MAJOR MEDICAL/DENTAL

SECTION 1: The Employer agrees to provide the existing coverage available with New Jersey Blue Cross and Blue Shield, including rider J, at its own expense, to the Employees covered by this Agreement and their dependents.

SECTION 2: The Employer further agrees to provide a Major Medical Plan with New Jersey Blue Cross and Blue Shield, at its own expense, to the Employees covered by this Agreement and their dependents.

SECTION 3: "The Employer shall pay the premium for currently existing New Jersey Blue Cross and Blue Shield coverage for all West New York Employees in retirement, including those who have retired prior to the effective date of this Agreement. This coverage shall include the retirees, their wives, husbands, widows and unmarried dependent children under the age of twenty-three (23). It is understood that such payments shall not be made if the retiree or other family members so covered under this program have other similar hospital and medical/surgical insurance which is provided at no cost to the retiree or other family member.

If and when such persons covered under this program become eligible for Social Security benefits, including Medicaid, the "Employer" shall only be responsible for reduced premiums to provide supplemental Blue Cross/Blue Shield coverage.

SECTION 4: The Town will continue to maintain the existing Delta Dental coverage, which includes \$1,500.00 coverage for orthodontic work. Employees may opt to pay additional premiums so as to obtain a plan, which will pay greater benefits.

SECTION 5: Effective July 29, 1993, The Employer will provide the prescription program with a co-pay of five dollars (\$5.00) for brand name prescriptions and three dollars (\$3.00) for generic prescriptions.

SECTION 6: Effective January 1, 1993, an optional stipend will be available to employees who have the right to waive dual coverage for any and/or all insurance coverage provided for by the Town. If said waiver occurs, the employee will receive forty (40%) percent of the difference between the original coverage designation and a new designation. The employee must be out of the original designation at least one (1) year from the time of waiver before re-entering the previous coverage and can only re-enter in the open enrollment period. If the employee attempts to re-enter and fails to give the Town at least ninety (90) days notice by a certain date prior to the open enrollment period and then wishes to re-enter, the employee will pay forty (40%) percent of the return premium except under exigent circumstances. However, in order to be eligible for this voluntary stipend, the individual must provide written proof of dual coverage to BOTH the Town and the Union.

SECTION 7: The Town reserves the right to change insurance carrier(s), upon sixty (60) calendar days notice to the Union. The proposed change is subject to review and consultation by the Union.

Should a dispute arise as to whether or not the change in insurance carriers and/or policies proposed will be substantially similar coverage, the matter shall be submitted to binding arbitration in accordance with the arbitration procedures established under the grievance article of the Agreement. The decision of the arbitrator shall be in writing, shall be submitted within thirty





- a) Baptism, Confirmation, First Holy Communion, Graduation and Marriage in the Employee's immediate family.

SECTION 3: For the purpose of this Article, the immediate family shall mean the following: Wife, child, stepchild, ward, mother, father, stepmother, stepfather, grandmother, great-grandmother, grandfather, great-grandfather, mother-in-law, father-in-law, guardian, brother, sister, brother-in-law, sister-in-law, grandchildren, aunts, uncles, nephews, nieces.

SECTION 4: The Employer agrees to allow time off for any Employee without discrimination, who provides a substitute of equal rank, provided approval is obtained from the Chief of the Department or designee.

## ARTICLE XVIII LEAVE OF ABSENCE, MILITARY LEAVE

SECTION 1: A leave of absence without pay may be granted to any permanent Employee who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

SECTION 2: Employees entering the Military or Naval Services, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges as provided in the Act.

SECTION 3: Employees called to active duty under the above provisions will be granted eight (8) working days leave with pay, prior to induction.

SECTION 4: When the Military compensation of an Employee is less than his salary, the "Employer" may pay the difference to the Employee in monthly installments pursuant to the authority by law and NJSA 38:23-3.

## ARTICLE XIX - REPRIMAND, SUSPENSION, DISCHARGE, RESIGNATION

SECTION 1: Any Employee served with a written notice of charges, by which he could be reprimanded, suspended or discharged, shall have the right to be accompanied by any authorized representative of the Union at said hearing, not limited to, nor excluding, legal counsel.

SECTION 2: The Employer agrees to pay to any Employee who shall resign, or be discharged, all money due him on the payday immediately following the termination of

employment. Said pay shall include pro-rata vacation pay and cash in lieu of compensatory time due.

## **ARTICLE XX - MUTUAL AID**

The Employer shall insure that any Employee who is killed or injured in the line of duty while rendering aid to a neighboring community is fully covered by pension and insurance rights as if said injury or death had occurred out of an accident arising out of performance of duty within the Town of West New York.

## **ARTICLE XXI - RULES AND REGULATIONS**

SECTION 1: The Union agrees that the Employer has the right to maintain and enforce a reasonable set of rules and regulations covering the actions of the Employees and the operation of the Department.

SECTION 2: The Employer agrees that all new, or modification of the old, rules and regulations will be discussed with the authorized representatives of the Union prior to their promulgation and such proposed rules and regulations shall not be in conflict with the provisions of this contract.

SECTION 3: The Employer agrees to give the Union thirty (30) days notice in writing, prior to any change or introductions of new rules and/or regulations of the Department.

SECTION 4: The Employer agrees to make available to the Union a carbon copy of all orders issued by the Chief of the Department and by the Commissioner of the Department of Public Safety applicable to the Police Department.

SECTION 5: Each Employee shall be entitled to an examination and inspection of his personal file upon request.

## **ARTICLE XXII - MAINTENANCE OF STANDARDS**

SECTION 1: The Employer agrees that all terms and conditions of employment not covered by the Agreement shall remain in full force and effect, at their highest standards.

SECTION 2: The Employer shall not enter into any agreement with any Employee or group of Employees, which in any way conflicts with the terms of this Agreement.

## ARTICLE XXIII - GRIEVANCE PROCEDURE

SECTION 1: The purpose of the grievance procedure shall be to settle all grievances between the Employees and the Employer; and between the Union and the Employer, as quickly as possible so as to insure efficiency. A grievance is defined as any disagreement between the Employee and the Employer, and between the Union and the Employer involving the interpretation, application or violation of policies, agreements and administrative decisions affecting them. Grievances shall be concerned with, but not limited to, employment, work conditions, light, heat, sanitary facilities, safety, type and location of work assignments, work load, and attitude of supervisors.

All grievances shall be set forth in writing. In the first instance, the Union shall attempt to settle informally all grievances within the chain of command.

SECTION 2: If the grievance is not settled informally, then the Union shall have the right to submit such grievance to the Chief/Deputy Director, or such person as he shall designate, in writing, with notice to the Union of such designation. The grievance shall be decided within seven (7) calendar days after submission.

SECTION 3: If the grievance shall not be settled informally, or by the procedure set forth in Section 2 above, the aggrieved shall have the right to submit such grievance to the Director of the Department of Public Safety. The grievance shall be decided within seven (7) calendar days after submission.

SECTION 4: If the grievance shall not be settled informally, or by the Chief/Deputy Director, or by the Director of Public Safety, and if said grievance is not cognizable by the NJ Department of Personnel, then the Union may request a New Jersey Public Employment Relations Commission (PERC) arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the Employer and the Union equally. The arbitrator shall have no right to vary or

modify the terms of this Agreement and shall render his decision within thirty (30) calendar days of the close of hearing.

SECTION 5: The Union President, or his authorized representative, may report an impending grievance to the Director of the Department of Public Safety in an effort to forestall its occurrence.

SECTION 6: Any grievance must be presented within ten (10) calendar days after the aggrieved person knew of or should have known of the event or events upon which claim is based or else such grievance shall be deemed waived.

## **ARTICLE XXIV - SAVING CLAUSE**

SECTION 1: Should any part of or any provision herein contained be rendered or declared invalid by reason of an existing or subsequently enacted legislation or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof and the parties agree that with respect to any clause so determined to be invalid the parties will immediately renegotiate said invalid clause so as to bring same within legal limits.

## **ARTICLE XXV - APPLICABLE LAWS**

SECTION 1: The provision of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State Law.

## **ARTICLE XXVI - MANAGEMENT RIGHTS**

SECTION 1: The Police Department shall have control and direction of its operations. The Employees and the Employer shall be subject to the rules and regulations of the Police Department and the laws of the State of New Jersey and the rules and regulations of the NJ Department of Personnel.

SECTION 2: The Police Department shall exclusively determine all matters concerning the location of police stations, plant structures, training and all other matters necessary to the

operation of the Police Department, except that such determination shall not be in conflict with this Agreement.

SECTION 3: All members of the Department shall be subject to emergency call to duty at the discretion of the Chief of Police or his designee.

## ARTICLE XXVII - COOPERATION

The Union and the Employer agree that they will cooperate in eliminating waste, improving training and efficiency, combating absenteeism and strengthening goodwill between the Employer and the Employees, the Union and the public. The Union agrees to support the Employer's effort to assure a normal day's work on the part of its Employees.

## ARTICLE XXVIII - NON-POLICE DUTIES

SECTION 1: The Employer and the Union acknowledge that the Employee's primary responsibility is to perform police duties and that his energies should, to the fullest extent, be utilized to this end.

## ARTICLE XXIX - OFF-DUTY POLICE ACTION

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

- a) 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.
- b) Recognizing that the Employer and its residents benefit from the additional protection afforded them by off-duty police officers, and further recognizing the weighty responsibility and hazards confronting such off-duty police officers, the Employer agrees to pay such Employees, in addition to other benefits provided under this Agreement an additional sum to be added to the regular and periodic payments which Employees receive in the following amount: One (\$1) Dollar per year.

## ARTICLE XXX - RIGHTS OF EMPLOYEES

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.

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.

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. Out of these contacts may come questions concerning the actions of members of the force. These questions may require investigation by superior officers designated by the Chief/Deputy Director and the governing body.

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 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, the member of the force shall be compensated, so long as he is exonerated of the charge.
- (b) The interrogations shall take place at a location designated by the Chief/Deputy Director. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
- (c) The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to apprise the member 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.
- (d) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for, personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
- (e) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions
- (f) The complete interrogation of the member of the force shall be recorded mechanically or by a stenographer, if so requested by him. There will be no "off the record" questions unless agreed to by the parties. All recesses called during the questioning shall be recorded.

- (g) If a member of the force is under arrest or is likely to be, that is he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the US Supreme Court.
- (h) In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Union representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.
- (i) The Department shall not release the employee's home phone number to anyone without an expressed and written authorization executed by the Employee.

## ARTICLE XXXI - CEREMONIAL ACTIVITIES

In the event a Police Officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) uniformed Employees of the Department to participate in funeral services for the said deceased officer.

The Employer will permit the use of a Department vehicle, subject to the availability of same.

Employees participating in such funeral services shall not be compensated for their participation, unless otherwise agreed to by the Chief/Deputy Director.

## ARTICLE XXXII - DATA FOR FUTURE BARGAINING

The Employer and Union each agree to make available to the other all relevant data that each may be required to bargain collectively.

The data noted above shall include, but shall not be limited to, such items as salaries and benefits enjoyed by other employee groups, the costs of various insurance and other programs, information concerning overtime worked by Employees, the total number of injuries on duty, the total length of time lost as result of injuries on duty and other data of a similar nature.

## ARTICLE XXXIII - UNION EDUCATION FUND

SECTION 1: The Employer shall provide for the Union on January 1 of each year a fund of \$2,000.00 for use by the Union for general education purposes including, but not limited to,

attendance and incidental expenses at seminars, schools, and gatherings of Police personnel. Monies shall be paid from the fund upon submission of vouchers and approval of the Board of Commissioners as prescribed by law.

## ARTICLE XXXIV - COLLEGE CREDITS

SECTION 1: Each employee is entitled to receive credit for all college courses, which lead to an Associate, Bachelor or Master's Degree in a Police related field. The Employer agrees to pay fifteen (\$15.00) dollars per year for each such credit earned. Such payment shall be added to the employee's annual salary and shall be paid in regular biweekly paychecks. Effective January 1, 1994, each employee is entitled to receive credit for all college courses, as defined herein, taken which lead to an Associate, Bachelor or Masters Degree in a police related field.

Said credits will only be eligible if:

- a) The college credits are taken while in the employ of the Town;
- b) The college credits are taken for the presently sought degree - any credits taken for a prior degree and applied by the applicable college toward this degree will not count; and
- c) The student is matriculated in a degree program and is maintaining a "C" average or better. All credits submitted for payment eligibility to the Chief/Deputy Director or his designee by July 1 of each applicable year.

All employees currently receiving college credit payments under the prior Agreement will be "grandfathered."

SECTION 2: There shall be established a Committee comprised of two (2) members selected by the Employer and two (2) members selected by the Union. The purpose of the Committee shall be to determine whether credits achieved by an Employee shall be deemed job-related and compensatable under this Article. This shall apply toward credits obtained subsequent to the execution of this Agreement. Any dispute or difference not resolved by the Committee shall be subject to the Grievance Procedure.



## ARTICLE XXXV - SALARY WAIVERS

SECTION 1: The Union agrees that from time to time it may become necessary to request an Employee to waive a salary increase prior to a promotion due to financial stresses being experienced by the Employer.

SECTION 2: The Employer agrees that in no case shall an Employee be asked to waive a promotional increase for more than six (6) months.

## ARTICLE XXXVI - FEDERAL AND/OR STATE LICENSE REQUIREMENT

SECTION 1: Effective July 29, 1993, any employee whose employment requires the holding of any license, Federal and/or State, may be disciplined for the following:

- (1) Loss of said license;
- (2) Failure to promptly advise the Chief/Deputy Director or his designee of said loss of license.

Any loss of license which creates a discipline of a suspension or greater will result in a loss of pay for the period of the discipline.

## ARTICLE XXXVII - SUBSTANCE ABUSE POLICY

SECTION 1: (a) Effective July 29, 1993, the parties hereby agree to establish language/provisions for such a Substance Abuse Policy within one hundred fifty (150) calendar days from the signing of this Award.

(b) The parties also agree that failure to agree to such a policy may result in the dispute being submitted to a special arbitration proceeding akin to interest arbitration, using the Public Employment Relations Commission (PERC) as the funnel for the selection of an arbitrator. The arbitrator and the arbitration shall be governed by the procedures set forth in interest arbitration.

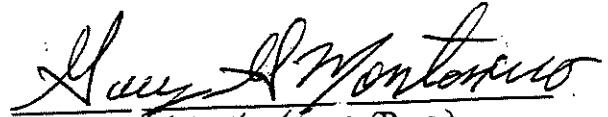
ARTICLE XXXVIII - DURATION

This Agreement shall be effective as of July 1, 2001 and shall terminate at 11:59 P.M., June 30, 2004, or such time as a new contract is executed.

Both parties agree to commence negotiations for the new contract beginning no later than April 1, 2004.



Richard Turner  
Town Administrator for the  
Town of West New York, NJ

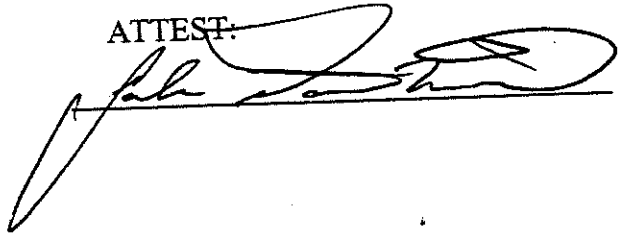


GARY MONTANARO (Pres.)  
West New York Police  
Supervisors Association

ATTEST:



ATTEST:



Date: 7/3/02

Date: 7-3-2002