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AGREEMENT

between

THE CITY OF ORANGE TOWNSHIP, NEW JERSEY

and

**POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 89
(PATROLMEN)**

January 1, 1997 - December 31, 2001

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AGREEMENT

This agreement made and entered on this day of ,
1999, by and between the City of Orange Township, a municipality in
the County of Essex, State of New Jersey, hereinafter referred to
as the "City", and New Jersey State Policemen's Benevolent
Association, Inc., Local No. 89, hereinafter referred to as the
"P.B.A."

WHEREAS, the parties hereto have carried on collective
negotiations for the purpose of developing and concluding a general
agreement covering wages, hours of work, and other conditions of
employment in order that more efficient and beneficial public
service may be rendered.

NOW, THEREFORE, in consideration of these promises and mutual
agreements herein contained, the parties hereto agree with each
other with respect to the employees of the City recognized as being
represented by the P.B.A. as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1: The City hereby recognizes the P.B.A. as the sole
and exclusive representative of all employees in the bargaining
unit defined in Article I, Section 2, herein for the purpose of
collective bargaining and all activities and processes relative
thereto.

Section 2: The bargaining unit shall consist of all sworn
employees or members of the Police Department of the City of Orange

Township, New Jersey, now employed or hereafter employed, except the Director of Police and except those employed in the ranks of Sergeant, Lieutenant, and Captain (hereafter "Superior Officers"), and any other supervisory positions which may be hereafter created by the City.

Section 3: The City and the P.B.A. hereby agree that the P.B.A. has the right to negotiate the rates of pay, number of hours of work, fringe benefits, working conditions, safety equipment, procedures for adjustment of disputes and grievances, and all other related matters.

Section 4: The City agrees not to enter into any other agreement or contract with any employee or group of employees or any other organization which in any way conflicts with the terms of this Agreement except such Agreement as the City may execute with Superior Officers excluded from the bargaining unit which is covered by this Agreement.

Section 5: This Agreement shall be binding upon the parties hereto and their successors.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 1: Collective bargaining with respect to rates of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the designee of the Mayor and/or Business Administrator, and the President of the P.B.A. or his

designee, shall be the respective bargaining agents for the parties.

Section 2: Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3: Employees who may be designated by the P.B.A. to participate in collective bargaining meetings called for the purpose of negotiation of a collective bargaining agreement will be excused from their work assignment on the day of the meeting (and regardless of the time of the meeting or the shift to which the officer is assigned on that day) without loss of pay.

Section 4: Not more than three (3) employees, in addition to the P.B.A. President, shall participate in collective bargaining meetings without loss of pay. Representative members of the P.B.A., in addition to the President, shall include three patrolmen, exclusive of counsel.

Section 5: Where not otherwise provided in this Agreement, the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq. shall apply. If any provision of this Agreement conflicts with the Act, the Act shall control.

ARTICLE III

CONDUCTING UNION BUSINESS

Section 1: The City shall permit members of the Union Grievance Committee, consisting of three (3) members of the P.B.A., who shall be patrolmen, and one (1) of whom shall include the President of

the P.B.A., to conduct the business of the Committee which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the department to its proper effectiveness.

Whenever reasonably possible, all Association business, including the processing of grievances, shall be processed outside the normal working day. The Association shall provide the Director of Police with at least 24 hours notice of those employees requesting time off to process grievances, where reasonably possible.

Section 2: Leaves of absence with pay to attend and serve as delegates to conventions of the Association shall be granted to six (6) members of the P.B.A. during the calendar year, with the extent of leave limited to five (5) days per delegate. Delegates shall include the P.B.A. President, the State delegate and alternate delegates and two Superior Officers, if the P.B.A. President so chooses. Additional delegates may attend with the approval of the Police Director or his designee. Such approval must be requested not less than 30 days in advance, with notice shall include the names of the additional delegates who are seeking the Director's approval.

Section 3: The City shall grant time off without loss of pay to the President of the P.B.A. and Legislative delegate to the New

Jersey State Policemen's Benevolent Association or their designees to attend regularly scheduled meetings of the New Jersey State Policemen's Benevolent Association, the Essex County Conference of Local P.B.A.'s and the Orange P.B.A. and to conduct other P.B.A. business and attend other P.B.A. functions which require their attention, provided 48 hours advance written notice is given to the Director of Police for same when reasonably possible.

Section 4: One P.B.A. official or designee shall be excused from his full tour of duty, and shall be supplied with the use of an Orange police vehicle to attend, in an official capacity as representative of the Orange P.B.A. Local 89, Inc., funerals for police officers who have given their lives in the course of their duties as police officers within the State of New Jersey. P.B.A. officials shall be excused from their tour of duty to attend funerals for police officers outside of New Jersey by obtaining the permission of the Director of Police.

Section 5: The President of the P.B.A. shall have a choice of shifts, subject to the Department's manpower and operational needs as determined by the Police Director, so as to insure his immediate availability to attend to the problems which may arise from time to time in conduct of police department business. The President of the P.B.A. shall not be included in the seniority pick if assigned to the patrol division.

ARTICLE IV

DISCRIMINATION AND COERCION

Section 1: There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the P.B.A. or against the employees represented by the P.B.A. because of membership or activity in the P.B.A. or any of their agents against any employees covered by this Agreement because of membership or non-membership in the P.B.A. Nor shall the Employer discriminate or assist any other labor or police organization which in any way affects the Association's rights as certified representative for the period during which the P.B.A. remains the certified representative of the employees. Neither the employer nor the P.B.A. shall discriminate against any employee because of race, creed, color, age, sex or national origin. The City will cooperate with the P.B.A. with respect to all reasonable requests concerning the P.B.A.'s responsibilities as certified representative. Alleged violations of this Article, except alleged unfair practice charges, are not subject to the arbitration provisions contained in Article XXII of the Agreement.

ARTICLE V

PAYMENT FOR SICK LEAVE

Section 1: A. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the

employee's immediate family seriously ill requiring the care or attendance of such employee. At no cost to the employee, a certification of a doctor selected by the City, or at the employee's cost, a certificate of a reputable physician in attendance, shall be required as sufficient proof of need for leave. In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

B. The City agrees to pay employees at their regular rate of pay during such absences for a maximum period of one year from the onset of any illness or injury or recurrence thereof; provided such employee is incapable of performing his duties as a police officer and that such disability is established by a police surgeon. The amount of leave shall be within the discretion of the Director of Police not exceeding one (1) year in accordance with State statute. However, for any lesser period of time said Director shall not withhold the granting of such leave arbitrarily, unreasonably, or capriciously.

C. Sick Leave Verification - During periods of sick leave or injury leave, employees shall not be required to remain at their residence or place of recuperation outside of their normally scheduled hours of work.

Section 2: Sick Leave Accumulation - Each employee shall be entitled to accumulate sick leave with pay of not less than one (1) working day for each month of service during the remainder of the first calendar year of service following permanent appointment and

fifteen (15) working days in every calendar year thereafter.

Section 3: If any employee requires none or only a portion of such allowable Sick Leave for any calendar year, the amount of unutilized leave shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed. In the event an employee shall be absent from duty because of an injury or illness or recuperation therefrom which arises out of employment with the City, such absences shall not be deducted from the employee's accumulated sick leave. Employees shall be entitled to compensation for said accumulated sick leave of absence upon retirement from the employment of the City of Orange subject to the limitations set forth in Section 7 of this Article. Accumulation of allowable sick leave shall only be provided to an employee who shall retire from employment with the City of Orange Township.

Section 4: In the event an employee's sick leave exceeds three (3) consecutive working days, a police surgeon's certificate must be filed with the Director on the day the officer returns to duty.

Section 5: Notification - Sick leave shall begin on the first day of absence and continue until the employee returns to work or has used all of his accumulated sick leave. Off days, vacation, leaves of absence, and holidays shall not be included in the computation of sick leave. Employees who are sick and unable to report to work shall notify or cause the supervisor in charge to be notified at least one (1) hour prior to the start of the regular shift or assignment of the sick employee, unless the need for such

sick leave could not have been foreseen.

Section 6: Disciplinary Action - Abuse of sick leave may be the subject of disciplinary action by the Police Director or his designee.

Section 7:

(a) Terminal Leave -

For employees hired before January 1, 1988.

Upon ordinary retirement, or disability retirement, if an employee has accumulated sick leave to his credit, said employee shall opt for payment at the rate of 70% for all accumulated sick days or for compensation in time-off up to one (1) year or in cash, (which may be paid in a lump sum or in payments over time at the employee's option) at the rate of pay in effect at the date of retirement according to the following formula:

<u>Amount of Accumulated Sick Leave</u>	<u>Compensation</u>
1 through 126 days	1 day's pay or leave for each day of accumulated sick leave.
127 days or more	1 day's pay or leave for each day of accumulated sick leave to 126 days plus 20% of a day's pay or leave for each day of accumulated sick leave in excess of 126 days.

An employee who avails himself of the time-off option will be paid for the remaining days in excess of 1 year according to the preceding schedule.

(b) Terminal Leave -

For employees hired between January 1, 1988 and May 31, 1995.

Upon ordinary retirement, or disability retirement, if an employee has accumulated sick leave to his credit, said employee shall opt for payment at the rate of 70% for all accumulated sick days or for compensation in time-off up to 1 year or in cash (which may be paid in a lump sum or in payments over time at the employee's option) at the rate of pay in effect at the date of retirement according to the following formula:

<u>Amount of Accumulated Sick Leave</u>	<u>Compensation</u>
1 through 96 days inclusive	1 day's pay or leave for each day of accumulated sick leave not to exceed ninety-six (96) days in total.

An employee who avails himself of the time-off option will be paid for the remaining days in excess of 1 year according to the preceding schedule.

(c) Terminal Leave -

For employees hired after May 1, 1995.

Upon ordinary retirement or disability retirement, if an employee has accumulated sick leave to his credit, said employee shall receive payment at the rate of 70% for all accumulated sick days.

(d) Employees hired before May 1, 1995 must make an election at the beginning of their 18th year of service to receive upon retirement, either (1) payment for 70% of all accumulated sick leave days or (2) for compensation in time off or in cash according to the schedule set forth above in paragraphs (a) and (b). The election must be submitted in writing to the Business Administrator or his designee. The failure to make an election

will result in the imposition of the 70% option.

Section 8: It is understood by the parties that the 1 year maximum on taking terminal leave described above includes the taking of accumulated vacation leave, and compensatory leave. Compensatory leave is defined as time owed in lieu of overtime and seniority days for purposes of this Article.

Section 9: During the month of January of each calendar year, the employer shall furnish written notification to each employee and the P.B.A. as to the amount of accumulated sick leave credited to each employee as of December 31 of the preceding calendar year.

Any dispute or objections concerning the amount of accumulated sick leave stated in the employer's notification shall be adjusted in accordance with the grievance procedure in this Agreement.

ARTICLE VI

REPRESENTATION FEE IN LIEU OF DUES

Section 1:

Purpose of Fee: If an employee covered by this Agreement does not become a member of the P.B.A. during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the P.B.A. for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the P.B.A. as majority representative.

Section 2:

Amount of Fee

a. Notification

Prior to the beginning of each membership year, the P.B.A. will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the P.B.A. to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

b. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the P.B.A. as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the P.B.A. to its own members, less the exclusions set forth in N.J.S.A. 34:13A-5.5(b) and the representation fee has been thus set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

Section 3:

Deduction and Transmission of Fee

a. Notification

Once during each membership year covered in whole or in

part by this Agreement, the P.B.A. will submit to the City a list of those employees who have not become members of the P.B.A. for the then current membership year. The City will deduct from the salaries of such employees, in accordance with paragraph "b" below, the full amount of the representation fee and promptly will transit the amount so deducted to the P.B.A.

b. Payroll Deduction Schedule

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

(1) 10 days after receipt of the aforesaid list by the City; or

(2) 20 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the City in a non-bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employment in a bargaining unit position, whichever is later.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the City before the P.B.A. has received the full amount of the representation fee to

which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the P.B.A. will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the P.B.A.

e. Changes

The P.B.A. will notify the City in writing of any changes in the list provided in paragraph "a" above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the City received such notice.

f. New Employees

On or about the last day of each month, beginning with the month in which this Agreement is executed, the City will submit to the P.B.A., a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include the names, job titles and dates of employment for all such employees.

Section 4:

The P.B.A. agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the

"pro rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.5, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the P.B.A. Such proceedings shall provide for an equal appeal by either the P.B.A. or the employee review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.5, as amended.

Section 5:

A. If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative. The Employer shall not be liable to the collective bargaining representative, employee or any party by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

B. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Employer under this section, including but not limited to indemnification in the following instances:

1. Damages and Costs: In the event the provisions of this Representative Fee in Lieu of Dues Agreement are successfully challenged in a court or an administrative body, and it is determined that the Employer must pay sums as have been deducted from earnings in accordance with the provisions hereof or any other damages, the collective bargaining representative agrees to indemnify the Employer in full, including any and all costs or interest which may be a part of such order or judgment, for all sums which the Employer has been determined to be liable.

ARTICLE VII

UNION SECURITY

The City agrees to deduct monthly P.B.A. membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the City and the Association and consistent with applicable law. The amounts to be deducted shall be certified to the City by the Treasurer of the P.B.A., and the aggregate deductions of all employees shall be remitted bi-weekly to the Treasurer of the P.B.A.

Any written designation by an employee covered by this Agreement to terminate dues deductions must be received in writing by the City and the P.B.A., and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which such notice of withdrawal is filed, in accordance with the requirements of N.J.S.A. 52:14-

5.9(e). Upon the effective date of such withdrawal notice, Article VI of this Agreement shall be effective.

ARTICLE VIII

MANAGEMENT OF CITY AFFAIRS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause;

4. To make all such decisions relating to the performance of the City's operations and maintenance activities; and

5. To determine the work pace, work performance, levels and standards of performance of the employees.

B. The exercise of the foregoing powers, rights, authority,

duties or other responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City in its executive right to administer the City and control the work of its personnel, nor to deny or restrict the City or the P.B.A. in any of its rights, responsibilities and authority under N.J.S.A. 40 or 40A, or any other national, state, county or local laws or ordinances.

ARTICLE IX

HOURS

Section 1: The normal tour period work day shall consist of not more than eight consecutive hours in a 24-hour period. Such period shall commence at 12:00 a.m. and end at 11:59 p.m. daily. Notwithstanding the above, the City may establish tours of duty which begin before 11:59 p.m. and end after 12:00 a.m. the following day so long as the hours are consecutive. For pay purposes, the date worked shall be considered the date the tour commenced.

Section 2: All personnel assigned to the patrol division shall work a tour of four (4) consecutive days followed by two (2) days off. All other men shall work a regular five (5) day week, or in

accordance with the practice in effect as of this date.

Section 3: Each employee shall be required to attend no more than ten (10) off-duty hours of range training time per year, consisting of two sessions of five (5) hours per session. Employees shall receive five (5) hours of compensatory time off, at straight time rates, for each training session attended. Such compensatory time shall be utilized in the year in which it is earned, or may be carried over only into the next succeeding year if required due to business necessity.

ARTICLE X

OVERTIME

Section 1: If an employee is required to work in excess of eight (8) hours in a daily period, he shall be paid for all such time worked at the rate of one and one-half (1 1/2) times his regular hourly rate of pay in accordance with the following schedule:

01-15 minutes	No pay
16-30 minutes	1/2 hour pay at overtime rate
31-45 minutes	3/4 hour pay at overtime rate
46-60 minutes	1 hour pay at overtime rate
61-75 minutes	1 1/2 hour pay at overtime rate

And so on. The employee's regular hourly rate of pay for purposes of computing overtime shall include longevity pay, educational differential and detective stipend.

Section 2: Whenever an employee is called in by the Department on his day off, time-off or vacation day he shall be paid at the rate of time and one-half for two (2) hours or for all time spent, whichever is greater.

Section 3:

A. It is agreed that each employee shall be required to report for duty fifteen (15) minutes prior to the employee's scheduled commencement of his tour of duty without any additional compensation. However, no employee shall be deployed during this fifteen (15) minute period except during a bona fide emergency.

B. The fifteen minute pre-shift reporting time period noted in Section 3 of this Article shall only be applicable to officers assigned to the patrol division and not to employees assigned to the five and two (5-2) work schedule.

Section 4: Should an officer otherwise off duty respond to an emergency situation within the City of Orange Township, he shall be paid at the rate of one and one-half (1 1/2) times his regular hourly rate of pay for all time necessarily spent. Should an officer otherwise off duty respond to an emergency situation outside the City of Orange Township but within his lawful authority statewide, he shall be paid at the rate of one and one-half (1 1/2) times his regular hourly rate of pay for all time necessarily spent at the sole and absolute discretion of the Director of Police, the exercise of which discretion shall be non-arbitrable.

ARTICLE XI

COURT TIME

Section 1: In an employee is required to appear in any court or in any judicial or quasi-judicial proceeding in connection with the performance of his duties on his day off, time-off or vacation day,

he shall be paid at the rate of one and one-half (1 1/2) times his base rate of pay for all time spent, including travel time from and to Orange Police Headquarters as per existing department regulations, in connection with any such appearance.

Section 2: No overtime payments shall be made for any appearance in connection with any disciplinary or Civil Service proceeding or any civil action unless the employee is required to attend as a witness (except the complaining witness) at the direct order of the Employer.

Section 3: If an employee is required to utilize a private vehicle to meet the requirements of Sections 1 and 2 of this Article, he shall receive mileage compensation at the rate of thirty-one cents (31) per mile from and to Orange Police Headquarters, this being the current IRS reimbursement rate. Should the IRS rate go up during the life of this contract, the City shall thereafter pay mileage at the new rate.

In addition, the City agrees to pay the necessary parking expenses for appearances required by Sections 1 and 2 of this Article, whether incurred for a City-owned or privately-owned vehicle. In consideration for this benefit, any officer who incurs a motor vehicle summons shall be personally responsible for payment.

Section 4: It is understood and agreed that the provisions of Article X, Section 2, relating to 2 hours minimum call-in pay shall apply to this Article XI; provided, however, that the City shall provide a minimum of three (3) hours call-in pay to officers who

are required to appear in any court in the City of Newark in connection with the performance of their duties on their day off, time off, or vacation day.

ARTICLE XII

VACATION

Section 1: Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

- | | | |
|----|-----------------------|---|
| a) | During the first year | 1 1/4 days per month for actual service |
| b) | After first year | 18 working days |
| c) | After second year | 19 working days |
| d) | After third year | 20 working days |
| e) | After fourth year | 21 working days |
| f) | After fifth year | 23 working days |

Section 2: Vacations may be taken during all 52 weeks under vacation selection and scheduling procedures currently in effect, which procedures shall be continued. An officer may carry over for one calendar year his unused vacation time if he is out sick, injured for any other exigent circumstance subject to the approval of the Director of Police.

Section 3: The Director of Police shall determine the number of employees on vacation at any given time.

ARTICLE XIII

PERSONAL DAYS

Section 1: Each officer shall be entitled, in addition to all other days off provided in this contract, to three (3) personal days annually, which may be accumulated to a maximum of six (6) days. Such personal leave requests may be denied in the event such request would, in the discretion of the Director or his designee, cause a manpower shortage. When granted, the oldest accumulated personal days shall be used first to avoid forfeiture after two years.

Section 2: All employees who work a "5 and 2" schedule will be allotted one day off per month, for a total of twelve days annually, which will compensate for the disparity in the "5 and 2" and "4 and 2" work schedules. These additional days, however, must be expended within each year and will not be cumulative.

The practice of taking one-half day off on holidays shall cease. The days specified above may be utilized for time off on holidays if desired, provided coverage in each division is maintained.

ARTICLE XIV

BEREAVEMENT LEAVE

Section 1: The City agrees that all employees covered by this Agreement shall be permitted bereavement leave with pay not to exceed five (5) calendar days beginning with the date of death of

spouses, children, brothers, sisters, mothers, fathers, mothers-in-law, fathers-in-law, or grandparents of employee or spouse. If the employee either worked his full shift, was excused from duty or was not scheduled on the date of the death, bereavement leave shall commence the day following the date of death.

Section 2: The P.B.A. agrees that bereavement leave for any relative and/or member of the employee's household other than those designated in Section 1 hereof may be granted by the Director of Police or his designee in his sole discretion.

Section 3: If any employee is on vacation and a death occurs to which this Article applies, bereavement leave shall be utilized to the extent available hereunder and no vacation time shall be lost during the appropriate period of bereavement leave.

ARTICLE XV

HOLIDAYS

Section 1: The following shall be recognized as paid holidays under this Agreement:

New Year's Day	Lincoln's Birthday
Washington's Birthday	Good Friday
Memorial Day	Independence Day
Columbus Day	Election Day
Veteran's Day	Thanksgiving Day
Christmas	Employee's Birthday
Labor Day	Martin Luther King Day

Section 2: Holidays will be paid as follows:

Seven holidays on the first payday in June or in the first pay period of July, and seven holidays on the first payday in December in each year under this Agreement.

Holiday pay shall be paid in separate checks and not included within the regular paycheck.

Section 3: Beginning at the twenty-third (23) year of service, and every year thereafter until retirement, the officer shall not be entitled to holiday pay, but will have his annual salary increased by the gross amount equal to 112 hours of pay, less a reduction factor as set forth below.

The reduction factor for 1999 shall be 15.27%. The said reduction factor shall be adjusted annually, to be renegotiated and limited to a cap of a 6% increase or decrease each calendar year.

Therefore, for 1999, with the reduction factor, the officer beginning the twenty-third (23) year of service shall receive an increase in salary equal to 94.9 hours pay.

ARTICLE XVI

HOSPITAL, MEDICAL, DENTAL, PRESCRIPTION

Section 1: The City agrees to provide at no extra cost to the employees and their dependents, full Blue Cross and Blue Shield coverage, including Rider J and Major Medical benefits.

Section 2: The City agrees to continue to pay the premiums for Blue Cross and Blue Shield coverage for employees and their dependents, including Rider J and major medical benefits, for all employees who retire from a State or locally administered retirement system on a benefit based on 25 years or more of service credited in such retirement system, or who retire on a disability pension based on fewer years of service credited in such retirement

system, excluding employees who elect to defer retirement.

Section 3: The City agrees to maintain dental insurance at the benefit level in effect as of December 31, 1996.

Section 4: The City agrees to provide a Prescription Plan for all employees and their dependents included in Section 1 above with a co-pay level of \$10.00 for name brand prescriptions and with no co-payment for generic drugs. The prescription plan provided by the City may exclude coverage for fertility drugs.

Section 5: The City shall provide the prescription plan set forth in Section 4 above to all employees who retire after 12:01 a.m. January 1, 1988.

Section 6: Change of Carrier: Notwithstanding the foregoing, the City may from time to time change insurance carriers or self-fund its insurance benefits as long as benefits are provided which are substantially equal to those which were in effect as of December 1, 1984. The City shall notify the union prior to any change in carrier.

ARTICLE XVII

LIFE INSURANCE AND DEATH BENEFITS

Section 1: The City shall provide a life insurance benefit, to be funded by the City, in the amount of \$10,000.00 for all employees governed by this collective bargaining agreement.

Section 2: The City shall pay an additional \$10,000.00 to a deceased police officer's family for death resulting from an on-the-job injury. The \$10,000.00 payment under this section shall be

exclusive of and in addition to any and all benefits under Section 1 above or any compensation award proceeds.

Section 3: In the event of death, the police officer's estate shall receive his earned pay, accumulated sick leave as per Article V, holiday pay, personal days, unutilized vacation time, accrued seniority days, detective dry cleaning/maintenance allowance (if applicable), time owed and other monetary benefits pro-rated as of the date of death.

ARTICLE XVIII

CLOTHING AND MAINTENANCE ALLOWANCE

Section 1: The City shall issue to all sworn employees of the Department all equipment and custom fitted uniforms necessary to perform their respective assignments. The standard, initial issue shall be new and include:

1. 5 long sleeve shirts
2. 5 short sleeve shirts
3. 4 trousers
4. 1 dress cap
5. 1 hat badge
6. 2 pairs of duty shoes, 1 duty oxford, second pair duty oxford or duty lace-up chukkas
7. 1 pair of combat style boot, as required by special units
8. 1 breast badge
9. 1 badge and identification case
10. 1 commendation holder, military style
11. 2 nameplates, 1 for shirt and 1 for duty jacket
12. 1 whistle
13. insignia and patches as required
14. 2 ties
15. 1 tie bar
16. 1 nylon raincoat, reversible, with cap cover and rainboots
17. 1 helmet
18. 1 commando sweater, v-neck

19. 1 all season duty jacket
20. 1 duty belt, fully lined
21. 1 strong side, retention holster
22. 1 buckleless trouser belt
23. 4 double snap keepers
24. 1 baton holder
25. 1 handcuff case
26. 1 radio case
27. 1 ammo case
28. 1 mace case
29. 1 pair of handcuffs with keys
30. 1 baton
31. 1 riot baton
32. 1 Department issued weapon

The uniforms and equipment shall remain the property of the City and must be returned in good condition, reasonable wear and tear excepted, upon the employee's separation from the Department. The City shall pay the cost for replacement and/or major repair of equipment and/or uniforms damaged in the line of duty or worn out through normal use. However, employees shall be required to make minor repairs and to maintain uniforms and equipment in good working order and appearance (minor repairs shall be defined as those not requiring the services of a tailor). No repair or replacement shall be required of the City when such repair or replacement is required due to carelessness or negligence on the part of the employee. Uniforms shall not be replaced or altered by the when they no longer fit the wearer due to gaining or losing of weight, except when such loss or gain is the direct result of a physical fitness program instituted by the City.

It shall be the responsibility of the employee to keep issued uniforms clean, polished, pressed, serviceable and properly fitted. To this end, the City shall make available to the employee a dry cleaning/laundry service at no cost to the employee,

to clean issued uniforms. This same service shall be made available to employees assigned to plainclothes positions. In either case, laundry service will be limited to 4 shirts and 2 trousers for each week worked (vacations excluded). Uniforms will be picked up and delivered three (3) times per week to a clean location at Police Headquarters.

The parties to this agreement understand and agree that the intent of this section is to improve and maintain the appearance of uniformed police officers of the City of Orange. Both parties agree that only departmental issued equipment and uniforms are to be worn by uniformed personnel and that the City shall develop and promulgate detailed and necessary orders identifying the standards and regulations governing the wearing of the Orange Police Department uniform.

Section 2: Officers assigned to special units shall be issued such additional equipment and uniforms as required to carry out their assignments.

Section 3: The City shall reimburse employees for the actual cost of replacement or repair of authorized personal items damaged or lost while the employee is in the legitimate performance of police duty.

The following is a list of reimbursable items. Items not found listed (I.D. bracelets, lodge rings, etc.) shall be worn at the employee's own risk:

Police Officers in Uniform

Glasses - prescription	Wedding band
Glasses - non-prescription	Religious medal
Pen/pencil	Briefcase
Watch/timepiece	Flashlight

Police Officers in Plain Clothes

Shoes	Suit/pants suit
Leather	Sports coat
Glasses - prescription	Shirt/blouse
Glasses - non-prescription	Tie
Wedding band	Trousers/slacks
Pen/pencil	Dress/shirt
Tie clasp	Cuff links
Watch/timepiece	Briefcase
Religious medal	Flashlight

Section 4: Officers in the Detective Bureau shall receive \$250.00 per year, payable on January 1st each year, for dry cleaning and maintenance of their clothing.

ARTICLE XIX

FALSE ARREST AND LIABILITY INSURANCE

Section 1: The City shall provide Police Professional Liability Insurance covering each employee for liability he may incur while acting in the performance of his duties in the limits of \$100,000.00 to each person, \$300,000.00 to each incident and \$500,000.00 in the aggregate. In addition, the City will provide the employee with counsel to defend such suit or legal proceedings and shall reimburse the employee for his out-of-pocket expenses, consistent with the requirements of N.J.S.A. 40A:14-155.

ARTICLE XX

SENIORITY

Section 1: Seniority is defined to mean the accumulated length of service with the Department computed from the last date of hire. Employee's length of service shall not be reduced by time lost due to authorized leave of absence for illness or injury.

Section 2: Seniority days off per year shall be allowed as follows:

01-05 years	4
05-10 years	6
10-15 years	8
15-20 years	10
20 years and over	12

Section 3: If seniority days are not used in the year earned they shall accumulate.

Section 4: If an officer in the Patrol Division or a desk officer is assigned to perform the duties of a higher rank for a total period of more than two (2) days (either consecutive or not consecutive) per calendar year, he shall receive the salary of said higher rank for all time so assigned from the beginning of the third day of such assignment.

Section 5: Loss of Seniority: Seniority and the employment relationship shall be broken and terminated if an employee:

1. quits;
2. is discharged for any reason;

3. is absent from work for five (5) consecutive working days without notification to and approval by the Police Director, unless unable to notify for physical or other reasonable excuse;

4. fails to report for work within five (5) days at the termination of a leave of absence;

5. retires.

ARTICLE XXI

DISCHARGE OR SUSPENSION

No employee shall be suspended, disciplined or discharged without just cause. An employee's pay shall not be stopped without a proper hearing. For the purpose of computing the periods of suspension a police officer may use at his option vacation days and time off with approval of the Director of Police.

The arbitration provisions contained in Article XXII of this Agreement shall be available for appeal for suspensions of five (5) days or less, and Civil Service procedures shall be available for appeal of suspensions of more than five (5) days.

ARTICLE XXII

GRIEVANCE PROCEDURE

ARBITRATION

Section 1: A grievance is a complaint arising with respect to wages, hours of work or other conditions of employment. Any dispute with respect to the establishment, implementation or

enforcement of Departmental rules and regulations, which do not relate to working conditions as defined in N.J.S.A. 34:13A-5.3 shall not be subject to the binding arbitration procedure set forth in this Article of the Agreement.

Step 1: The employee, alone or with his representative, shall orally explain his grievance to his immediate supervisor no later than thirty (30) working days after the grievance occurs. In the event of a grievance, the employee shall perform his assigned work task and grieve his complaint later. The supervisor shall, within seven (7) working days, orally inform the employee and the representative, where applicable, of his decision.

Section 2: When the P.B.A. wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

Step 2: The President of the P.B.A. or his duly authorized and designated representative shall present the grievance and the position of the P.B.A. in writing to the Director of Police or his duly designated representatives within seven (7) working days. The Director of Police shall answer the grievance in writing within seven (7) working days after receiving written notice of the grievance.

Step 3: If the grievance is not resolved at Step 2, the grievance will be appealed to the Business Administrator or his designee within seven (7) working days after receipt of the written decision of the Director of Police. The Business Administrator or his designee shall answer the grievance in writing within seven (7)

working days after receipt of the grievance.

Step 4: Arbitration

Within two (2) weeks of the transmittal of the written answer by the Business Administrator, if the grievance is not settled to the satisfaction of both parties, either party to this Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

However, no arbitration hearing shall be scheduled sooner than fourteen (14) days after the final decision is due or rendered by the Business Administrator, whichever is sooner, except for emergent grievances. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration, and an employee who elects to proceed to arbitration shall be deemed to have waived his right to proceed under Civil Service Law, Rules and Regulations and Procedures.

Either party may submit their grievance to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who shall have full power to hear and determine the dispute between the parties.

The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the Agreement and shall decide the dispute within thirty (30) days after the hearing has

been closed. The expense of the arbitration shall be borne equally by the parties. Only the Employer or the P.B.A. shall have the right to submit a grievance to arbitration.

Section 3: City Grievance - Grievance initiated by the City shall be filed directly with the P.B.A. A meeting shall be held within 10 days after filing a grievance between the representatives of the City and the P.B.A. in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with the provisions of this Article.

Section 4: General Provisions - (a) Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself provided notification of all meetings, steps and grievances answers are given to the P.B.A. and the P.B.A. is given the opportunity to be present at all steps of the grievance procedure.

(b) The steps provided for herein may be waived by mutual agreement of both parties.

(c) If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed the next step.

Section 5: Grievance Forms - The attached grievance forms shall be incorporated by reference in this Agreement, and shall be utilized by aggrieved employees, by the P.B.A., and by the City for the purpose of processing grievances filed pursuant to the provisions of this Article.

ARTICLE XXIII

WAGES

Section 1: With the exception of the salaries to be paid during 2001, the salaries to be paid employees covered by this Agreement are set forth in Schedule A of this Agreement which is attached hereto and made part hereof and shall be effective for the term of this Agreement commencing January 1, 1997 and ending December 31, 2001, and paid on the dates so indicated on Schedule A.

Effective January 1, 1997, employees shall receive a cash stipend equivalent to 2.5% of their base salary in effect on December 1, 1996 to be payable in two equal installments during the second pay in September 1999 and during the pay immediately following July 1, 2000.

For employees hired after January 1, 1994, effective January 1, 1997, the starting salary shall remain at \$21,000 through July 31, 2000. Effective August 1, 2000, the salary for the first year of service shall be increased to a minimum of \$25,000 for the life of the agreement and the salary for the second salary step shall be set at the midpoint of the first and third steps subject to agreed-upon annual increases.

The annual wage rates appearing on Schedule A reflect the following wage increases applied to the base salary paid to each member of the bargaining unit on the corresponding effective date.

<u>Date</u>	<u>Increase</u>
Effective 1/1/98	2.5%
Effective 1/1/99	3.0%
Effective 1/1/00	3.7%
Effective 1/1/01	A percentage equivalent to the State cap increase or 1.5%, whichever is greater

Section 2: Officers assigned to the Detective Bureau shall receive the stipend of \$750.00. It is understood and agreed that members of the Anti-Crime Unit are not members of the Detective Bureau and thus shall not receive this stipend.

ARTICLE XXIV

LONGEVITY

Each employee covered by this Agreement shall be paid, in addition to the employee's current placement on the salary guide set forth in Schedule A herein, a longevity increment based upon the completion of years of service with the Orange Police Department and/or years of total military and law enforcement service with other federal, state, county and municipal government entities in accordance with the following schedules. Patrolmen hired prior to January 1, 1994 will receive longevity as follows:

<u>Year of Service Completed</u>	<u>Percentage of Salary</u>
05-9	3%
10-14	6%
15-19	8%
20-22	10%
23	14%

Patrolmen hired after January 1, 1994 will receive longevity as follows:

<u>Year of Service Completed</u>	<u>Percentage of Salary</u>
12	4%
15	6%
20	8%
23	12%

ARTICLE XXV

BULLETIN BOARD

The City shall provide a bulletin board, enclosed in glass, in a conspicuous location in the Orange Police Headquarters for the use of the P.B.A. for posting notices concerning P.B.A. business and activities. All such notices shall be posted only upon authority of officially designated P.B.A. representatives.

Upon written demand from the City, the P.B.A. shall promptly remove from such bulletin boards any material which is libelous, scurrilous or scandalous. The City will retain ownership of the bulletin boards. The P.B.A. bulletin board shall be placed next to the City's bulletin board in Police Headquarters.

ARTICLE XXVI

REIMBURSEMENT FOR EXPENSES

Section 1: Rates

(a) Meals provided for in Section 2 hereof shall be reimbursed by the City at the rate of \$3.00 per meal;

(b) Mileage - In the event a member of the Department uses his own vehicle for transportation on official assignment, as described in Section 2 hereof, mileage shall be computed at the rate of thirty-one cents (31) per mile from and to

Orange Police Headquarters, this being the current IRS reimbursement rate. Should the IRS rate go up during the life of this Agreement, the City shall thereafter pay mileage at the new rate. In addition, the City agrees to pay the necessary parking expense for vehicle use under this section, whether incurred for a city-owned or privately-owned vehicle. In consideration for this benefit, any officer who incurs a motor vehicle summons shall be personally responsible for payment.

Section 2: Terms and conditions of reimbursements

(a) Schools - Employees shall be paid for meals and mileage if not provided, while attending a Police Academy or any other institution that he is ordered or authorized to attend, for training other than basic police course;

(b) Tolls - All members of the Department shall be compensated for any toll expense incurred while acting in any capacity hereinbefore so defined upon receipt and approval of validated receipt. This shall include receipts for parking fees also, to be certified by a pay voucher and receipts.

(c) All expenses incurred that are subject to reimbursement shall be accompanied by a receipt and voucher.

ARTICLE XXVII

JOINT P.B.A. - MANAGEMENT COMMITTEE

A committee consisting of the Director of Police and the P.B.A. shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may

arise. The committee shall meet the third Wednesday in each of the following months: January, April, August and October, as well as any other time the committee considers it necessary and required. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings.

The purpose and intent of such meetings is to foster good employment relations through communications between the City and the P.B.A. on such matters as:

(a) Discussing questions arising over the interpretation and application of this Agreement;

(b) Disseminating general information of interest to the parties;

(c) Giving P.B.A. representatives the opportunity to express their view or to make suggestions on subjects of interest to employees of the bargaining unit;

(d) To notify the P.B.A. of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit;

(e) The promotion of education and training;

(f) The elimination of waste and the conservation of materials and supplies;

(g) The improvement of working conditions, the safeguarding of health and prevention of hazards to life and properties and strengthening the morale of employees.

ARTICLE XXVIII

RULES AND REGULATIONS

The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the P.B.A. and opportunity for discussion of the new rules and regulations shall be afforded to the P.B.A. before implementing same.

ARTICLE XXIX

MUTUAL AID

Employees who are required to aid another community are fully covered by Workers' Compensation and liability insurance and pensions as provided by State law.

ARTICLE XXX

MILITARY CLAUSE

All employees covered by this Agreement shall be entitled to all rights under the Federal and State statutes pertaining to military service.

ARTICLE XXXI

ACCESS TO PERSONNEL FILES

The City agrees to permit each employee full inspection and examination, without restriction, of his personnel files at least once during each calendar year upon request by the employee. The inspection shall take place in a private place provided by the City at reasonable hours during the day. The City may require that such inspection and examination take place in the presence of the Police Director or his designee, and the employee may, at his option, have the President of the P.B.A. or the employee's designee as a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings, or information contained in his personnel file, and nothing shall be added without notification of both parties.

No letter or communication shall be placed in the personnel file of any police officer except on notice to said police officer and only if said police officer is given the opportunity to answer any allegations contained in said letter or communication, which answer shall be affixed to said letter or communication or complaint.

ARTICLE XXXII

SAVINGS CLAUSE

Section 1: It is understood and agreed that if any provision of

the Agreement or the application of the Agreement to any person or circumstance shall be held invalid, the remainder of the Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

Section 2: If any such provisions are still held invalid per se, the City and the P.B.A. will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXXIII

MISCELLANEOUS

Section 1: There should be no prohibition against any fundraising functions sponsored by the P.B.A., except as provided by State law or Ordinance. All fundraising activities shall be conducted outside the employee's normal work day.

Section 2: Retention of Benefits - Definition

Except as otherwise provided herein, all rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued to be maintained by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of the negotiations resulting in this Agreement.

Section 3: Copies of all Ordinances and Resolutions of the City of Orange Township affecting the Police Department shall be given to the Secretary of the P.B.A., after their proposed consideration by the Council at a public hearing, no less than one (1) week prior to said hearing and copies of Ordinances and Resolutions shall be

given to said Secretary after they are passed by the City Council.

Section 4: The City agrees to make available to the P.B.A., in response to reasonable requests from time to time, all available information relevant to collective negotiations concerning financial resources of the City, including but not limited to annual financial reports and audits, a list of certified police personnel, budgetary requirements and allocations, agenda and minutes of all City public council meetings, census data, names and addresses of all police officers who are members of this negotiations unit, and such information that shall assist the P.B.A. in developing accurate and formally constructive programs on behalf of the police officers. The City further agrees to make available information which may be necessary for the P.B.A. to process any grievance or complaint except in the case of personal matters in which the release of information shall be made on the basis of legal advice from the City attorney. Information provided to the P.B.A. shall be data that is readily available.

Section 5: All vehicles, equipment and devices furnished to members of the Department must be sound and in good working order to assure adequate protection and safety. Except as otherwise provided in this Article, no officer shall use a privately owned vehicle for police activities, and, similarly, neither shall a police vehicle of any kind be used for private or personal business.

Section 6: Individual officers shall be allowed to exchange days off with fellow officers of equal rank who are qualified to perform

the job assignments of the officer with whom days off are exchanged, provided that both officers involved obtain the consent of the Director of Police prior to the date of the exchange and provided further that no overtime shall be incurred by the City in granting such a request. This clause shall be applicable to employee requests and shall not preclude the Director of Police from making such exchanges.

The Director may grant, at his discretion, requests for exchanges of employees of unequal rank.

Section 7: The City will adopt an awards program as agreed upon with the P.B.A. It is intended that these awards, by providing for recognition of valorous acts or accomplishments, may promote "esprit de corps" and contribute to improved levels of achievement in the Department.

Section 8: The City will provide an office for the P.B.A. within the Police Headquarters within the discretion of the Director of Police.

Section 9: The City will maintain a current promotional list for the ranks of Sergeant, Lieutenant, and Captain throughout the duration of this Agreement.

Section 10: In recognition of the value of educational achievement by police officers and the contribution to individual and departmental professionalism, the City agrees to provide an education stipend, paid annually by separate check on or about July 1 of each year, according to the following schedule:

AA degree	\$125.00
AA degree in police science	\$250.00
BA or BS degree	\$250.00
BA or BS degrees in police science	\$500.00

It is understood and agreed that an officer holding more than one such degree shall receive only one stipend at the highest level for which he is qualified based on any one of the degrees attained. If and when the City requires that a new hire have a degree from an institution of higher learning, the education stipend shall not apply to such new hire.

Section 11: The City agrees to allow the P.B.A. reasonable use of the copying machine at Police Headquarters and City Hall.

Section 2: The parties recognize that good police management requires respect for the command structure. Every effort shall therefore be made to keep investigations confidential and the superior officer informed of contemplated response by the Director of Police when a superior officer had lodged a disciplinary charge against a subordinate. This includes informing the superior officers who preferred the charge of the decision before informing the subordinate.

Section 13: The City is responsible for maintaining a healthful and safe work environment. The City will make all reasonable efforts to maintain its facilities in accordance with health and safety objectives, including providing reasonable temperature and humidity levels in all departmental facilities.

ARTICLE XXXIV

NO STRIKE AGREEMENT

A. The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A. nor any person acting in its behalf will cause, authorize or support any strike (i.e., the concerted failure to report for duty or the willful absence of an employee from his position, or stoppage of work or abstinence from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown or walk-out against the City.

B. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in such activity by any association member shall be deemed grounds for disciplinary action.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the P.B.A. or any of its members.

ARTICLE XXXV

POLICEMAN'S RIGHTS

The City will promulgate procedures for the processing of internal affairs complaints and will inform employees of such procedures. The records of any internal affairs complaints that

have a disposition of exonerated, unfounded, or not sustained shall not be used in any fashion to effect progressive discipline and shall not in any way impact any condition of employment, including promotion. When a complaint has a disposition of exonerated, not sustained or unfounded, there shall be no indication in the employee's personnel file that a complaint was made. The City shall adopt and implement guidelines which shall be consistent with the guidelines governing "Internal Affairs Police and Procedures" of the Police Management Manual promulgated by the Police Bureau of the Division of Criminal Justice in the Department of Law and Public Safety and shall not supersede any provision of this agreement.

ARTICLE XXXVI

TERM OF AGREEMENT

Section 1: This Agreement shall be effective as of January 1, 1997, and shall remain in force and effect until December 31, 2001.

Section 2: This Agreement shall remain in full force and effect beyond the date of expiration set forth herein during collective bargaining negotiation between the parties.

Section 3: Notwithstanding the provisions of Section 1 above, either party shall have the right upon 60 days prior written notice to commence negotiations for a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date above written.

Attest:

CITY OF ORANGE TOWNSHIP

Hon. Mims Hackett, Jr., Mayor

P.B.A. LOCAL NO. 89

SCHEDULE A

SALARIES

A. For employees hired prior to January 1, 1994

Effective January 1, 1997

<u>Patrolman</u>	<u>Annual</u>
1st Year of Service	\$33,432
2nd Year of Service	\$39,332
3rd Year of Service	\$47,238
4th Year of Service	\$49,269

Effective January 1, 1998

<u>Patrolman</u>	<u>Annual</u>
1st Year of Service	\$34,268
2nd Year of Service	\$40,315
3rd Year of Service	\$48,419
4th Year of Service	\$50,501

Effective January 1, 1999

<u>Patrolman</u>	<u>Annual</u>
1st Year of Service	\$35,296
2nd Year of Service	\$41,525
3rd Year of Service	\$49,872
4th Year of Service	\$52,016

Effective January 1, 2000

<u>Patrolman</u>	<u>Annual</u>
1st Year of Service	\$36,602
2nd Year of Service	\$43,062
3rd Year of Service	\$51,717
4th Year of Service	\$53,940

B. For employees hired after January 1, 1994

Effective January 1, 1997

<u>Patrolman</u>	<u>Annual</u>
1st Year of Service	\$21,000
2nd Year of Service	\$27,250
3rd Year of Service	\$37,114
4th Year of Service	\$43,109
5th Year of Service	\$49,052

Effective January 1, 1998

1st Year of Service	\$21,000
2nd Year of Service	\$27,931
3rd Year of Service	\$38,042
4th Year of Service	\$44,187
5th Year of Service	\$50,278

Effective January 1, 1999

<u>Patrolman</u>	<u>Annual</u>
1st Year of Service	\$21,000
2nd Year of Service	\$28,769
3rd Year of Service	\$39,183
4th Year of Service	\$45,513
5th Year of Service	\$51,787

Effective January 1, 2000

<u>Patrolman</u>	<u>Annual</u>
1st Year of Service	\$21,000
2nd Year of Service	\$29,834
3rd Year of Service	\$40,633
4th Year of Service	\$47,197
5th Year of Service	\$53,703

Effective August 1, 2000

<u>Patrolman</u>	<u>Annual</u>	
1st Year of Service	\$25,000 minimum	25,000.
2nd Year of Service	\$32,817 minimum	33,528.
3rd Year of Service	\$40,633	42,055.
4th Year of Service	\$47,197	48,848.
5th Year of Service	\$53,703	55,583.

January 1, 2001
Cap (Min. of 1.5%)

SIDE LETTER AGREEMENT ORANGE POLICEMEN'S PBA

It is the intent of both parties to this agreement to amend the collective bargaining agreement effective January 1, 1992 through December 31, 1993 between the City of Orange Township and Orange Policemen's PBA as follows:

1. Patrolmen retiring under the Early Retirement Incentive program on or before August 1, 1994 will receive payment for accumulated vacation, sick and compensatory time as follows: 25% in July 1994, 25% in July 1995 and 50% in July 1996.

Patrolmen retiring under the Early Retirement Incentive program after August 1, 1994 will receive payment for accumulated vacation, sick and compensatory time as follows: 25% in January 1995, 25% in July 1995 and 50% in July 1995. An alternate formula that approximates 25/25/50% may be submitted by the union.

2. Patrolmen hired after January 1, 1994 will receive pay as follows:

Annual starting salary	\$21,000
Commencing 2nd year	27,250
Commencing 3rd year	32,500
Commencing 4th year	37,750
Commencing 5th year	42,954

Salary to remain in effect through December 31, 1995 for years one and two. The third, fourth and fifth year will be increased in conjunction with any salary increases gained in collective bargaining.

3. Patrolmen hired after January 1, 1994 will receive longevity as follows: After

12 years	4%	20 years	8%
15 years	6%	23 years	12%

Effective July 1, 1994, Patrolmen hired prior to January 1, 1994 will receive longevity as follows:

After			
5 years	2%	20 years	8%
10 years	4%	23 years	12%
15 years	6%		

4. Patrolmen hired after January 1, 1994 will receive prescription coverage at \$0 for generic and \$10.00 for name drug prescriptions.

5. This agreement is contingent upon the Early Retirement Incentive Program offered by the NJ State Pension System being approved by Mayor and Council of the City of Orange Township on or before December 31, 1993.

This agreement is further contingent upon FMBA #10A, FMBA 10 and Orange Police SOA agreeing to same terms.

James Bocchino
James Bocchino, President
PBA

Thomas Morrison
Thomas Morrison,
Business Administrator

Date 11/15/93

Date _____

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To: <u>Chief</u>	From: <u>Tom Morrison</u>
<u>Police Dept</u>	Co. <u>Co.</u>
Dept. <u></u>	Phone # <u></u>
Fax # <u>675-9334</u>	Fax # <u></u>