

Contract # 1918

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AGREEMENT BETWEEN
THE TOWNSHIP OF WEST ORANGE
AND
WEST ORANGE POLICE SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 1992 - DECEMBER 31, 1994

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AGREEMENT

THIS AGREEMENT, MADE THIS 6TH DAY OF DECEMBER
BETWEEN THE TOWNSHIP OF WEST ORANGE, HEREINAFTER REFERRED TO
AS THE "TOWNSHIP" OR "EMPLOYER" AND THE WEST ORANGE POLICE
SUPERIOR OFFICERS ASSOCIATION, HEREINAFTER CALLED THE
ASSOCIATION.

WITNESSETH:

WHEREAS, THE PARTIES HAVE CARRIED ON COLLECTIVE
BARGAINING FOR THE PURPOSE OF DEVELOPING A CONTRACT COVERING
WAGES, HOURS OF WORK, AND OTHER CONDITIONS OF EMPLOYMENT.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND
MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE
WITH EACH OTHER IN RESPECT TO THE EMPLOYEES OF THE EMPLOYER
RECOGNIZED AS BEING REPRESENTED BY THE ASSOCIATION AS
FOLLOWS:

ARTICLE I. RECOGNITION

THE EMPLOYER HEREBY RECOGNIZES THE AFOREMENTIONED ASSOCIATION AS THE EXCLUSIVE REPRESENTATIVE OF ALL THOSE HOLDING THE PERMANENT RANK OF SERGEANT, LIEUTENANT, CAPTAIN AND DEPUTY CHIEF IN THE POLICE DEPARTMENT IN WEST ORANGE, NEW JERSEY, BUT EXCLUDING THE CHIEF OF POLICE AND/OR DIRECTOR AND ALL OTHER EMPLOYEES.

ARTICLE II - MANAGEMENT RIGHTS

THE ASSOCIATION RECOGNIZES THAT THERE ARE CERTAIN FUNCTIONS, RESPONSIBILITIES AND MANAGEMENT RIGHTS EXCLUSIVELY RESERVED TO THE EMPLOYER, ALL OF THE RIGHTS, POWER AND AUTHORITY POSSESSED BY THE EMPLOYER PRIOR TO THE SIGNING OF THIS AGREEMENT ARE RETAINED EXCLUSIVELY BY THE EMPLOYER SUBJECT ONLY TO SUCH LIMITATIONS AS ARE SPECIFICALLY PROVIDED IN THIS AGREEMENT.

ARTICLE III - RETENTION OF BENEFITS

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 BY THE EMPLOYER DURING THE TERM OF THIS AGREEMENT AT NOT LESS THAN THE HIGHEST STANDARDS IN EFFECT AT THE COMMENCEMENT OF THESE NEGOTIATIONS RESULTING IN THIS AGREEMENT.

THE PROVISIONS OF ALL MUNICIPAL ORDINANCES AND RESOLUTIONS, EXCEPT AS SPECIFICALLY MODIFIED HEREIN, SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE TERM OF THIS AGREEMENT AND SHALL BE INCORPORATED IN SAID AGREEMENT AS IF SET FORTH HEREIN AT LENGTH.

ARTICLE IV - ASSOCIATION SECURITY

1. THE PRESIDENT OR VICE PRESIDENT OF THE ASSOCIATION SHALL HAVE THE RIGHT TO ATTEND REGULAR MONTHLY STATE, LOCAL, AND COUNTY PBA MEETINGS WITHOUT LOSS OF PAY OR TIME OFF, MANPOWER NEEDS OF THE DEPARTMENT PERMITTING.

2. NO MEMBER SHALL BE ORDERED OR REQUIRED TO HANDLE DEAD, DISEASED OR INJURED ANIMALS EXCEPT IN THE EVENT OF IMMINENT DANGER TO MEMBERS OF THE PUBLIC.

3. A REPRESENTATIVE OF THE ASSOCIATION, USUALLY THE PRESIDENT, DESIGNATED BY THE ASSOCIATION, SHALL BE ASSIGNED TO A STEADY DAY TOUR WHICH DAY TOUR WILL BE MONDAY THROUGH FRIDAY DURING THE TERM OF THIS AGREEMENT OR ANY EXTENSION OF SAME, SAID ASSIGNMENT SHALL BE AT THE DISCRETION OF THE POLICE DIRECTOR AND WITH MANPOWER PERMITTING.

ARTICLE V - RETIREMENT

MEMBERS SHALL RETAIN ALL PENSION RIGHTS UNDER NEW
JERSEY LAW AND ORDINANCES OF THE TOWNSHIP OF WEST ORANGE.

ARTICLE VI - EXTRA CONTRACT AGREEMENT

THE TOWNSHIP AGREES NOT TO ENTER INTO ANY AGREEMENT OF CONTACT WITH ITS MEMBERS WHO ARE COVERED HEREUNDER, INDIVIDUALLY OR COLLECTIVELY, WHICH IN ANY WAY CONFLICTS WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT.

ARTICLE VII - WORK WEEK, OVERTIME

SECTION 1. IF A MEMBER IS REQUIRED TO WORK LONGER THAN HIS NORMAL TOUR OF DUTY, HE SHALL BE ENTITLED TO OVERTIME AT THE RATE OF TIME AND ONE-HALF HIS REGULAR PAY, IN CASH OR IN TIME BACK AT THE RATE OF TIME AND ONE-HALF AT THE OPTION OF THE EMPLOYEE.

SECTION 2. IN CONSTRUING OVERTIME, A MEMBER MUST WORK THIRTY (30) MINUTES BEFORE HE IS ENTITLED TO RECEIVE OVERTIME COMPENSATION. ONCE A MEMBER HAS WORKED THIRTY (30) MINUTES, HE SHALL THEN BE PAID OR RECEIVE TIME BACK FOR TIME AND ONE-HALF FOR ALL OVERTIME WORKED COMMENCING WITH THE THIRTY-FIRST (31ST) MINUTE ON A FIFTEEN (15) MINUTE BASIS AT THE OPTION OF THE EMPLOYEE.

SECTION 3. DURING THE TERM OF THE WITHIN COLLECTIVE BARGAINING AGREEMENT AND ANY EXTENSIONS THEREOF, THERE SHALL BE A DISTINCTION BETWEEN DETECTIVES, MORE PARTICULARLY, THE DISTINCTION SHALL BE ONE OF A LINE DETECTIVE AS OPPOSED TO THAT OF AN ADMINISTRATIVE DETECTIVE. LINE DETECTIVE SHALL RECEIVE \$800.00 AND ADMINISTRATIVE DETECTIVES \$400.00 WHICH SHALL BE PAID IN 52 EQUAL PAYMENTS DURING ANY PERIOD OF EXTENSION. THE DISTINCTION BETWEEN LINE AND ADMINISTRATIVE DETECTIVE SHALL BE DEFINED BY THE POLICE DIRECTOR.

SECTION 4. IF ANY MEMBER OF THE COLLECTIVE BARGAINING UNIT IS CALLED TO DUTY FROM OFF DUTY, HE SHALL BE PAID FOR ALL HOURS WORKED AND SHALL BE GUARANTEED A MINIMUM

OF FOUR HOURS AT TIME AND ONE-HALF HIS REGULAR RATE OF PAY.

SECTION 5. THE WORK SCHEDULE FOR ALL MEMBERS OF THE BARGAINING UNIT SHALL CONSIST OF FOUR (4), EIGHT (8) HOUR AND FIFTEEN (15) MINUTE DAYS ON DUTY, FOLLOWED BY TWO (2) DAYS OFF, SPECIFICALLY EXCLUDED FROM THIS WORK SCHEDULE ARE PLAIN CLOTHES EMPLOYEES, CERTAIN COMMANDERS, THOSE ASSIGNED TO SAFE AND CLEAN PROGRAM, AND TRAFFIC BUREAU AND SPECIALIZED UNITS. ADDITIONALLY, MEMBERS OF THE UNIT WORKING A FOUR AND TWO SCHEDULE SHALL BE REQUIRED TO ATTEND FIVE (5) DAYS OF TRAINING DURING THE TERM OF THIS AGREEMENT.

SECTION 6. THOSE NOT WORKING THE FOUR (4) AND TWO (2) SHIFTS SHALL RECEIVE ONE (1) DAY PER CALENDAR MONTH IN ADDITION TO THE OTHER LEAVE, WHICH DAY SHALL BE AT THE DISCRETION OF THE DIRECTOR, PROVIDED HOWEVER, ALL SUCH DAYS ARE NOT CUMULATIVE AND MAY ONLY BE CARRIED INTO THE FOLLOWING CALENDAR YEAR WITH THE WRITTEN PERMISSION OF THE MAYOR.

ARTICLE VIII - VACATIONS

THE PRESENT VACATION ENTITLEMENT SHALL BE MAINTAINED
FOR THE DURATION OF THIS CONTRACT.

ARTICLE IX - HOLIDAYS

1. THE FOLLOWING HOLIDAYS SHALL BE RECOGNIZED:

NEW YEAR'S DAY

LINCOLN'S BIRTHDAY

WASHINGTON'S BIRTHDAY

GOOD FRIDAY

EASTER SUNDAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

GENERAL ELECTION DAY

VETERAN'S DAY

THANKSGIVING DAY

FRIDAY FOLLOWING THANKSGIVING DAY

CHRISTMAS DAY

2. CURRENT PAY PRACTICE WITH REFERENCE TO HOLIDAYS
SHALL BE CONTINUED FOR THE LIFETIME OF THIS AGREEMENT.

ARTICLE X - INJURY LEAVE

INJURY LEAVE SHALL BE IN ACCORDANCE WITH THE CURRENT PRACTICES, WITH THE RIGHT OF BOTH MANAGEMENT AND UNION TO RECOMMEND CHANGES, ADDITIONS OR DELETIONS.

ARTICLE XI - SICK LEAVE

PRESENT PRACTICE CONCERNING SICK LEAVE ENTITLEMENT SHALL BE MAINTAINED AS PER THE 1972 REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE AS AMENDED AND SUPPLEMENTED.

ARTICLE XII - EXCHANGE OF DAYS OFF

THE TOUR COMMANDER OF DIVISION COMMANDER, AS THE CASE MAY BE, OR THEIR DESIGNEE, AT THEIR DISCRETION, MAY GRANT THE REQUEST OF ANY MEMBER OF THEIR DIVISION OR TOUR TO EXCHANGE DAYS OFF WITH ANOTHER MEMBER. UPON REQUEST, THE POLICE DIRECTOR, AT HIS DISCRETION MAY GRANT CHANGES IN TOURS OF DUTY, IN THE ABSENCE OF THE DIVISION OR TOUR COMMANDER, OR THEIR DESIGNEE, THE SUPERIOR IN CHARGE MAY, IN AN EXTREME EMERGENCY, GRANT TIME OFF.

ARTICLE XIII - CLOTHING ALLOWANCES

SECTION 1. EACH MEMBER OF THE BARGAINING UNIT SHALL RECEIVE A CASH SUM OF \$600.00, REPRESENTING THE ALLOWANCE FOR PURCHASE AND/OR MAINTENANCE OF HIS CLOTHING.

SECTION 2. THE DAILY MODE OF DRESS SHALL BE AT THE TOUR OR DIVISION COMMANDER'S DISCRETION, IN KEEPING WITH WEATHER CONDITIONS. MEMBERS SHALL BE PERMITTED TO REMOVE UNIFORM HATS WHILE IN HEADQUARTERS AND RADIO CARS.

ARTICLE XIV - PERSONAL LEAVE

EACH OFFICER IN THE BARGAINING UNIT SHALL BE ENTITLED TO THREE (3) LEAVE DAYS EACH YEAR WITHOUT DEDUCTION FROM ANY OTHER LEAVE TIME. THE OFFICER SHALL NOTIFY THE DIRECTOR OR HIS DESIGNEE AT LEAST THREE DAYS IN ADVANCE, EXCEPT IN CASES OF EXTREME EMERGENCY. THE DIRECTOR, OR HIS DESIGNEE, IN THE REASONABLE EXERCISE OF THEIR DISCRETION SHALL GRANT THE REQUEST, MANPOWER PERMITTING AND PROVIDED THAT THE GRANTING OF THE REQUEST WILL NOT CONTRIBUTE TO OVERTIME.

PERSONAL LEAVE SHALL NOT BE ADDED TO NOR SUPPLEMENT, A MEMBER'S VACATION TIME.

ARTICLE XV - MILITARY LEAVE

MILITARY LEAVE SHALL BE GRANTED PURSUANT TO STATE
AND FEDERAL REGULATIONS AND CIVIL SERVICE REGULATIONS.

ARTICLE XVI - GRIEVANCE PROCEDURE

1. THE PURPOSE OF THE GRIEVANCE PROCEDURE SHALL BE TO SETTLE ALL GRIEVANCES BETWEEN THE TOWNSHIP AND THE ASSOCIATION AND MEMBERS AS QUICKLY AS POSSIBLE, SO AS TO ASSURE EFFICIENCY AND PROMOTE MEMBERSHIP MORALS.

2. A GRIEVANCE IS DEFINED AS AN ALLEGED VIOLATION OF THIS AGREEMENT OR ALLEGED IMPROPER ADMINISTRATIVE DECISION. IT SHALL NOT INCLUDE DISCIPLINARY DECISIONS APPEALABLE TO THE CIVIL SERVICE COMMISSION.

3. AN AGGRIEVED EMPLOYEE SHALL INSTITUTE ACTION UNDER THE PROVISION HEREOF WITHIN FIFTEEN (15) CALENDAR DAYS OF THE OCCURRENCE COMPLAINED OF. FAILURE TO ACT WITHIN SAID FIFTEEN (15) DAYS SHALL BE DEEMED TO CONSTITUTE AN ABANDONMENT OF THE GRIEVANCE.

ALL GRIEVANCES SHALL BE PROCESSED AS FOLLOWS:

(A) THEY SHALL BE DISCUSSED BY THE MEMBERS INVOLVED AND ASSOCIATION REPRESENTATIVE, WITH THE DIRECTOR OF THE DEPARTMENT, OR ANY REPRESENTATIVE DESIGNATED BY HIM. AN ANSWER SHALL BE MADE TO THE ASSOCIATION WITHIN FIVE (5) CALENDAR DAYS BY THE DIRECTOR OR HIS DESIGNATED REPRESENTATIVE.

(B) IF THE GRIEVANCE IS NOT SETTLED THROUGH STEP (A) THE SAME SHALL BE REDUCED IN WRITING BY THE ASSOCIATION AND SUBMITTED TO THE MAYOR OR HIS DESIGNATED REPRESENTATIVE, AND

THE ANSWER TO SUCH GRIEVANCE SHALL BE MADE IN WRITING, WITH A COPY TO THE ASSOCIATION, WITHIN TEN (10) DAYS OF THE SUBMISSION.

(C) IF THE GRIEVANCE IS NOT SETTLED THROUGH STEPS (A) AND (B), THE ASSOCIATION SHALL HAVE THE RIGHT TO SUBMIT THE DISPUTE TO ARBITRATION PURSUANT TO THE RULES AND REGULATIONS OF THE NEW JERSEY STATE BOARD OF MEDIATION. THE ARBITRATOR SHALL HAVE FULL POWER TO HEAR THE DISPUTE AND MAKE A FINAL DETERMINATION WHICH SHALL BE BORNE BY THE TOWNSHIP AND THE ASSOCIATION EQUALLY.

SECTION 4. CHARGES OF COMPLAINTS AGAINST EMPLOYEES

A. CHARGES OR COMPLAINTS AGAINST ANY MEMBER OF THE POLICE DEPARTMENT MAY BE INVESTIGATED BY THE DIRECTOR OR HIS DESIGNEE. THE DIRECTOR MAY DISMISS THE MATTER OR DETERMINE THAT FORMAL CHARGES SHALL BE ISSUED AND HE SHALL HEAR THE MATTER.

B. IN THE EVENT OF A FORMAL HEARING BEFORE THE DIRECTOR, THE OFFICER WILL NOT NOTIFIED IN WRITING OF THE HEARING DATE, CHARGES COMPLAINANT'S NAME AND THE NAME OF ANY WITNESSES. A STENOGRAPHIC RECORD OF THE HEARING MAY BE TAKEN WITH COSTS TO BE PAID JOINTLY BY THE PARTIES.

C. IN THE EVENT OF AN ADVERSE DECISION, A MEMBER, ONLY WITH THE CONSENT AND APPROVAL OF THE EXECUTIVE BOARD OF THE ASSOCIATION MAY APPEAL THE MATTER TO THE MAYOR WHERE A HEARING ON THE RECORD SHALL BE HAD, PROVIDED, HOWEVER, THAT

IF THE OFFICER MAY APPEAL TO THE CIVIL SERVICE COMMISSION,
THERE SHALL BE NO APPEAL TO THE MAYOR.

D. THE ACCUSED OFFICER OR OFFICERS SHALL HAVE THE RIGHT
TO BE REPRESENTED BY THE COUNSEL DURING HEARINGS BEFORE THE
DIRECTOR AND/OR MAYOR AND SHALL HAVE THE RIGHT TO CONSULT
WITH COUNSEL AT ANY STEP OF THIS PROCEDURE WITHOUT COSTS TO
THE TOWNSHIP.

ARTICLE XVII - QUALIFICATION OF EMPLOYMENT

IT SHALL BE THE INTENT OF THE TOWNSHIP TO MAINTAIN OR INCREASE THE STANDARDS FOR ENTRANCE TO THE DEPARTMENT.

ARTICLE XVIII - COMMENDATION

MEMBERS SHALL BE PERMITTED TO WEAR ASSOCIATION
COMMENDATION INSIGNIA ON THEIR UNIFORMS. THE ASSOCIATION
AWARD COMMITTEE SHALL BE RECOGNIZED BY THE TOWNSHIP COUNCIL.

ARTICLE XIX - EQUIPMENT

THE TOWNSHIP SHALL NOT REQUIRE EMPLOYEES TO OPERATE ANY MOTOR VEHICLES THAT ARE NOT IN SAFE OPERATING CONDITION NOR EQUIPPED WITH THE SAFETY APPLIANCES PRESCRIBED BY LAW OR REGULATIONS ADOPTED THERETO.

IT SHALL NOT BE A VIOLATION OF THIS AGREEMENT NOR ANY STATUTE, RULE OR REGULATION FOR ANY EMPLOYEE TO REFUSE TO OPERATE SUCH VEHICLES UNLESS SUCH REFUSAL IS PATENTLY UNJUSTIFIED.

ARTICLE XX - BASE SALARY

EFFECTIVE JANUARY 1, 1992, THE WAGES FOR MEMBERS OF THE BARGAINING UNIT SHALL BE AS FOLLOWS:

JANUARY 1, 1992	MIN.	MAX.
POLICE SERGEANT	39,555	42,065
POLICE LIEUTENANT	44,300	47,531
POLICE CAPTAIN	50,061	53,709
DEPUTY POLICE CHIEF	56,589	60,720
JULY 1, 1992		
POLICE SERGEANT	41,137	43,748
POLICE LIEUTENANT	46,072	49,433
POLICE CAPTAIN	52,064	55,858
DEPUTY POLICE CHIEF	58,853	63,148
JANUARY 1, 1993		
POLICE SERGEANT	42,371	45,060
POLICE LIEUTENANT	47,454	50,916
POLICE CAPTAIN	53,625	57,533
DEPUTY POLICE CHIEF	60,618	65,043
JULY 1, 1993		
POLICE SERGEANT	44,066	46,863
POLICE LIEUTENANT	49,353	52,952
POLICE CAPTAIN	55,770	59,835
DEPUTY POLICE CHIEF	63,043	67,644
JANUARY 1, 1994		
POLICE SERGEANT	45,388	48,269
POLICE LIEUTENANT	50,833	54,541
POLICE CAPTAIN	57,444	61,630
DEPUTY POLICE CHIEF	64,934	69,674
JULY 1, 1994		
POLICE SERGEANT	47,204	50,199
POLICE LIEUTENANT	52,867	56,722
POLICE CAPTAIN	59,741	64,095
DEPUTY POLICE CHIEF	67,532	72,461

SECTION 2. THE TOWNSHIP SHALL CONTINUE TO PROVIDE A PRESCRIPTION PLAN FOR ALL MEMBERS OF THE BARGAINING UNIT PROVIDING BENEFITS NO LESS THAN CURRENTLY IN EFFECT WITH A \$3.00 CO-PAYMENT.

SECTION 3. THE TOWNSHIP AGREES TO PROVIDE, ON A PREMIUM BASIS, ALL SUCH PREMIUMS TO BE PAID BY THE TOWNSHIP, A DENTAL INSURANCE PLAN TO ALL WEST ORANGE POLICE OFFICERS AND FAMILY MEMBERS, COVERAGE TO COMMENCE NO LATER THAN SEPTEMBER 1, 1985.

SECTION 4. THE TOWNSHIP SHALL PASS THE NECESSARY RESOLUTION TO THE STATE HEALTH BENEFITS FOR PARTICIPATION IN PAID HOSPITALIZATION FOR ELIGIBLE RETIRED MEMBERS PER RULES AND REGULATIONS OF THE STATE HEALTH BENEFIT TO BE EFFECTIVE JANUARY 1, 1989.

ARTICLE XXI - COURT TIME

SECTION 1. MEMBERS OF THE BARGAINING UNIT SHALL RECEIVE TIME AND ONE-HALF THEIR REGULAR STRAIGHT TIME RATE OF PAY FOR ALL TIME SPENT, AS A WITNESS AND NOT AS A PARTY, IN ALL CRIMINAL COURTS, MUNICIPAL COURT AND ADMINISTRATIVE AGENCIES WHEN ATTENDANCE IS IN ADDITION TO THEIR NORMAL TOUR OF DUTY, WITH REFERENCE TO ADMINISTRATIVE AGENCY APPEARANCES. THIS PROVISION IS ONLY APPLICABLE WHEN THE EMPLOYEE IS APPEARING ON BEHALF OF THE TOWNSHIP AND NOT ON BEHALF OF ANOTHER EMPLOYEE. MEMBERS SHALL RECEIVE A MINIMUM OF TWO (2) HOURS EFFECTIVE MAY 1, 1985.

SECTION 2. WHEN MEMBERS ARE REQUIRED TO USE THEIR PERSONAL VEHICLES TO ATTEND, AS A WITNESS, AND NOT AS A PARTY, ANY COURT OR ADMINISTRATIVE AGENCY, WITH THE EXCEPTION OF MUNICIPAL COURT, HE SHALL RECEIVE A \$.15 PER MILE REIMBURSEMENT.

SECTION 3. MEMBERS WHO ATTEND, AS A WITNESS AND NOT AS A PARTY, ANY COURT OR ADMINISTRATIVE AGENCY, WITH THE EXCEPTION OF MUNICIPAL COURT, SHALL RECEIVE A \$3.50 LUNCH ALLOWANCE AND A \$1.25 PARKING ALLOWANCE.

ARTICLE XXII - SCHOOLING

SECTION 1. ALL MEMBERS OF THE POLICE DEPARTMENT WHO ARE OR BECOME MATRICULATED IN A RECOGNIZED POLICE-RELATED COLLEGE PROGRAM WILL BE PAID BY THE TOWNSHIP AN ADDITIONAL SALARY, SUBJECT TO THE ORDINANCE NOW IN EFFECT WITH THE FOLLOWING CHANGES:

NUMBER OF CREDITS AS OF JUNE 30TH, ADDITIONAL SALARY PAYABLE IN AUGUST.

ARTICLE XXIII - MISCELLANEOUS

SECTION 1. ALL MEMBERS SHALL BE MADE AWARE OF ANY FORMAL CHARGES CONCERNING THEM. THEY SHALL HAVE THE RIGHT TO REMAIN SILENT UNTIL THEY CONSULT WITH AN ATTORNEY OR THE ASSOCIATION.

SECTION 2. THE TOWNSHIP WILL SUPPLY A LOCKER FOR EACH MEMBER FOR HIS OWN USE.

SECTION 3. MEMBERS SHALL NOT BE SUSPENDED OR SUFFER ANY LOSS IN BENEFITS UNTIL AFTER THE MEMBER HAS HAD A DEPARTMENTAL HEARING AND HAS BEEN FOUND GUILTY, EXCEPT IN CASES OF SEVERE NATURE, WHEN THE DIRECTOR OR THE SUPERIOR IN CHARGE DEEMS THE SUSPENSION OF THE MEMBER OF IMMEDIATE NECESSITY FOR THE SAFETY OF THE PUBLIC, OR THE WELFARE OF THE DEPARTMENT. THE DIRECTOR OR THE SUPERIOR OFFICER IN CHARGE SHALL IMMEDIATELY SUBMIT A REPORT, EXPLAINING SUCH ACTION, TO HIS SUPERIOR.

SECTION 4. MEMBERS MAY NOT BE REQUIRED TO OPERATE, RIDE ON OR ASSIST WITH THE OPERATION OF ANY AMBULANCE EXCEPT FOR POLICE AMBULANCE OR WHEN A FIRE EMERGENCY EXISTS, OR WHEN EVER THE POLICE DIRECTOR, AT HIS DISCRETION, DETERMINES AN EMERGENCY EXISTS. A MEMBER WILL ASSIST THE FIRE DEPARTMENT AMBULANCE AFTER 6:00 P.M., PER EXISTING PRACTICE.

SECTION 5. IT WILL BE THE INTENT OF THE TOWNSHIP TO PROVIDE ADEQUATE RADIO COMMUNICATION FOR DISMOUNTED FUNCTIONS WHEN EVER SUCH EQUIPMENT IS AVAILABLE.

SECTION 6. THE PAL DIRECTOR SHALL BE GRANTED TIME OFF TO PERFORM PAL DUTIES, DEPARTMENT MANPOWER PERMITTING, AT THE DISCRETION OF THE POLICE DIRECTOR.

ARTICLE XXIV - NEGOTIATIONS PROCEDURE

SECTION 1. THE PARTIES AGREE TO ENTER INTO COLLECTIVE NEGOTIATIONS OVER A SUCCESSOR AGREEMENT IN ACCORDANCE WITH THE NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT IN GOOD FAITH EFFORT TO REACH AGREEMENT ON ALL MATTERS CONCERNING THE TERMS AND CONDITIONS OF EMPLOYMENT OF THE TOWNSHIP EMPLOYEES INCLUDED IN ARTICLE 1. SUCH NEGOTIATIONS SHALL BEGIN NOT LATER THAN SEPTEMBER 15TH OF THE CALENDAR YEAR IN WHICH THIS AGREEMENT EXPIRES. ANY AGREEMENT SO NEGOTIATED SHALL APPLY TO ALL EMPLOYEES INCLUDED IN ARTICLE 1, AND SHALL BE REDUCED TO WRITING SIGNED BY AUTHORIZED REPRESENTATIVES OF THE TOWNSHIP OF WEST ORANGE AND MEMBERS OF THE WEST ORANGE PSOA.

SECTION 2. THE TOWNSHIP AGREES THAT THERE SHALL BE NO CHANGE IN THE TERMS AND CONDITIONS OF EMPLOYMENT DURING THE LIFETIME OF THIS AGREEMENT, EXCEPT THROUGH NEGOTIATIONS BETWEEN THE PARTIES.

SECTION 3. WHENEVER ANY REPRESENTATIVE OF THE ASSOCIATION OR ANY EMPLOYEE IS MUTUALLY SCHEDULED BY THE PARTIES TO PARTICIPATE DURING EMPLOYEE'S SCHEDULED WORKING HOURS IN NEGOTIATIONS, GRIEVANCE PROCEEDINGS, CONFERENCE OR MEETINGS HE SHALL SUFFER NO LOSS IN PAY OR OTHER FRINGE BENEFITS.

ARTICLE XXV - SAVINGS CLAUSE

SECTION 2. IN THE EVENT THAT ANY FEDERAL OR STATE LEGISLATION, GOVERNMENTAL REGULATIONS, OR COURT DECISION CAUSE INVALIDATION OF ANY ARTICLE OR SECTION OF THIS AGREEMENT, ALL OTHER ARTICLES AND SECTIONS NOT SO INVALIDATED SHALL REMAIN IN FULL FORCE AND EFFECT, AND THE PARTIES SHALL RENEGOTIATE CONCERNING ANY SUCH INVALIDATED PROVISIONS.

ARTICLE XXVI - DURATION OF AGREEMENT

THIS AGREEMENT SHALL BECOME EFFECTIVE JANUARY 1, 1992 AND SHALL TERMINATE ON DECEMBER 31, 1994. ALL PROVISIONS CONTAINED HEREIN SHALL BE RETROACTIVE TO THE EFFECTIVE DATE OF THIS AGREEMENT. THIS CONTRACT SHALL REMAIN IN EFFECT UNTIL A NEW CONTRACT IS NEGOTIATED.

ARTICLE XXVII - EMERGENCY POLICE PROTECTION ALLOWANCE

THE EMERGENCY POLICE PROTECTION ALLOWANCE FOR ALL WEST ORANGE SUPERIOR OFFICERS SHALL BE SEVEN HUNDRED FIFTY DOLLARS (\$750.00) PER YEAR COMMENCING WITH CALENDAR YEAR 1991.

THE EMERGENCY POLICE PROTECTION ALLOWANCE SHALL BE PAID ON A PRO-RATED BASIS OF ONE TWELFTH OF SEVEN HUNDRED FIFTY DOLLARS (1/12TH OF \$750.00) PER FULL MONTH OF SERVICE IN ANY ONE YEAR. PAYMENT WILL BE MADE ON OR BEFORE THE THIRD PAY PERIOD DURING THE MONTH OF NOVEMBER OF EACH YEAR.

EMPLOYEES WORKING PARTIAL CALENDAR YEARS SHALL RECEIVE PRO-RATED CHECKS FOR ALL FULL MONTHS SERVED.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or have caused these presents to be signed by their corporate officers and their corporate seals affixed hereto as of this 6th day of December.

TOWNSHIP OF WEST ORANGE

ATTEST:

Patrick J. Melvin

BY:

Samuel A. Spina
SAMUEL A. SPINA, MAYOR

ATTEST:

Patrick J. Melvin

WEST ORANGE POLICE SUPERIOR
OFFICERS ASSOCIATION

James T. Lavin
PRESIDENT

APPROVED AS TO FORM BY:

Joseph G. Dooley, Jr.
JOSEPH G. DOOLEY, JR.
TOWNSHIP ATTORNEY

SCHEDULE A

4-14.1 SICK LEAVE

A. As used in this subsection, "Sick Leave" means paid leave that may be granted to each full-time classified and full-time unclassified employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease. Part-time permanent employees are eligible for sick leave on a pro-rated basis. Part-time and full-time temporary employees are not eligible for sick leave.

B. Full-time members of the police and fire departments shall accumulate sick leave on the basis of 15 days of sick leave per year. Full-time non-uniformed employees shall accumulate sick leave on the basis of 16 days of sick leave per year. In the first year of employment, employees shall be entitled to one day of sick leave for each month of employment.

C. Sick leave can be accumulated without limit during each employee's length of service. At the time of retirement from service, the employee shall be entitled to a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement. The payment shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided that no such lump sum of supplemental compensation shall exceed \$12,000.00. The lump sum supplemental compensation provided herein for accumulated sick days shall in no way effect, increase, or decrease any pension or retirement benefits to such retired employees under any other statute.

In addition, effective July 1, 1985, all accumulated sick leave not required to achieve the maximum benefit of \$12,000.00 shall be paid at a rate of 10% of a day's pay for each day of excess sick leave. Effective July 1, 1986, the rate shall increase to 15%. A day's pay is defined as 1/260 of the total annual salary.

A full-time employee who elects a deferred retirement benefit shall be entitled to a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement; provided that he is at least 55 years of age and has at least 15 years of service. The payment shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided that no such lump sum supplemental compensation shall exceed \$12,000.00.

The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such a retired employee under any other statute.

An employee who has incurred or shall incur a break in service as a result of separation due to layoff shall be credited with sick leave accrued both before separation and after return to employment regardless of whether such separation occurred prior to February 19, 1974. An employee incurring a break in service for any other type of separation on and after this date shall have his sick leave computed only from the date of return to employment.

In the event of an employee's death, the payment shall be made to his estate.

D. Accumulated sick leave may be used by an employee for personal sickness, illness in his immediate family, (not to exceed five working days in one calendar year, without the approval of the Business Administrator), quarantine restrictions, pregnancy, or disabling injuries. The term "immediate family" shall mean and refer to the employee's spouse, child, parent or unmarried brother or sister or any member of the immediate household.

SCHEDULE B

4-14.4 Leave of Absence as a result of Injury in the Line of Duty.

A. Upon the occurrence of a new disabling injury or illness incurred in the line of duty, any full-time employee shall upon proper written application to the Director or appointing authority in his department be granted a leave of absence with pay for a period of up to 30 days.

Such application shall be made upon a form prescribed by the township Business Administrator and shall include a medical report prepared by an examining or treating physician of the employee's choice certifying the nature and cause of the employee's injury and estimated length of disability and length of time such employee shall be unable to work due to work related injury or illness.

B. Application for extension of leave of absence with pay may thereafter be made for a period which shall not exceed 90 days. Thereafter, further applications for extensions of additional 90 day periods may be made. The total period of extensions shall not exceed one year, inclusive of the initial leave of absence of up to 30 days. Extension applications shall be submitted to the employee's director or appointing authority in his department on forms prescribed by the Business Administrator at least ten days before the public meeting of the Township Council immediately preceding the effective date of the extension. All extension applications shall be accompanied by a medical report of the examining or treating physician certifying the continuance of the disability and inability to work and the approximate or exact date by which the employee shall be able to return to work. Whenever

the physician determines that the disability is permanent, he shall so state, in which event an extension shall not be granted to the employee.

The departmental director or appointing authority shall review the application and submit his recommendations to the mayor or his designee who shall review them and thereafter present his conclusion together with the entire application and findings of the departmental director or appointing authority to the Township Council. In the course of his review, the mayor or his designee may require the employee to be examined by a physician appointed by him or by the Township Physician. Upon review of the entire records, the Township Council shall, if it determines that the application presents a valid claim, by resolution grant the requested extension.

A negative recommendation by the departmental director or appointing authority and/or the mayor or his designee shall not preclude final review by the Township Council.

C. Whenever an extension is granted, the employee shall submit monthly medical reports to the township Business Administrator from his treating or examining physician describing his condition and stating his progress and estimated period of further disability.

D. Prior to the granting of a leave of absence, pursuant to this subsection, a contract shall be executed between the employee and the township by which the employee shall agree to reimburse the township for all salary paid during all such leaves of absence granted from any monies he may receive as temporary disability under Worker's Compensation Insurance benefits, or from any settlement obtained from or legal judgement obtained against the party responsible for his injury or illness.

E. Whenever any action is taken under this subsection the employee shall not be charged any sick leave time for time lost due to such work incurred injury or illness.

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