

Contract # 65

AGREEMENT

Between

**TOWNSHIP OF WEST MILFORD
PASSAIC COUNTY, NEW JERSEY**

AND

WEST MILFORD SUPERIOR OFFICERS ASSOCIATION

**LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
APR 24 1991
RUTGERS UNIVERSITY**

JANUARY 1, 1990 THROUGH DECEMBER 31, 1991

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PREAMBLE

THIS AGREEMENT made and entered into on this day of
October, 1990 by and between the TOWNSHIP OF WEST MILFORD, IN THE COUNTY OF PASSAIC, a
Municipal Corporation of the State of New Jersey (hereinafter referred to as the
"Township") and WEST MILFORD SUPERIOR OFFICERS ASSOCIATION (hereinafter referred to as
the "S.O.A."), represents the complete and final understanding on all bargainable
issues between the Township and the S.O.A. and is designed to maintain and promote a
harmonious relationship between the Township and such of its employees who are covered
by Article I, Recognition, in order that more efficient and progressive public service
may be rendered.

ARTICLE I

RECOGNITION

A. The Township recognizes the S.O.A. as the representative for the purposes of collective negotiations of all Lieutenants and Captains employed by the Police Department but excluding the Chief of Police and all other employees of the Township of West Milford.

B. The titles of Lieutenant and Captain shall be defined to include the plural as well as the singular, shall include males and females and are synonymous with the word employees.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to 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. To the executive management and administrative control of the Township Government 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 for 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 according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express 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 Township or the employees of their rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other National, State, County or local laws or ordinances, nor either parties' rights pursuant to the New Jersey Public Employer-Employee Relations Act.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by the S.O.A. on behalf of an individual or individuals, or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee or the S.O.A. on behalf of an aggrieved employee or employees or the Township shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The employee of the S.O.A. shall, in writing and signed, file his grievance with the Chief of Police.

(c) The Chief of Police shall render a decision in writing within ten (10) days from the receipt of the grievance.

GRIEVANCE PROCEDURE (continued)

Step Two:

(a) In the event the grievance has not been resolved at Step One, then within five (5) days following the determination, the matter may be referred to the Township Manager who shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved at Step Two, the S.O.A. may within ten (10) days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the New Jersey State Board of Mediation.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Township Manager. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The S.O.A. shall pay whatever costs may have been incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add, modify, detract from or alter in any way the provisions to this Agreement or any amendment or supplement thereto.

(d) The costs for the services of the arbitrator shall be borne equally between the Township and the S.O.A. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

(e) The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

(f) The arbitrator's decision shall be final and binding on all parties.

GRIEVANCE PROCEDURE (continued)

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the S.O.A. within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after filing a grievance between the representative of the Township and the S.O.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 Step Three above.

E. No response at any Step in this procedure by the Township or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next step.

F. Time limits may be extended by the parties by mutual written agreement.

G. The term "days" as used within this article shall mean "working days" and not regular days off.

ARTICLE IV

HOURS AND OVERTIME

A. The hours of duty for members of the Department shall consist of eight (8) consecutive hours per day not to exceed forty (40) hours in any one week provided that in case of an emergency the officer or other official having charge or control of the Department shall have full authority to summon and keep on duty any and all such members during the period of an emergency.

B.

1. Overtime

1a. Hours worked on off duty time in programs funded by Federal or State grants shall be compensated at the rate of time and one half, provided all overtime costs are charged against the grant(s).

2. Court Attendance

Attendance at Municipal Court, Upper Court, Civil Court, Grand Jury or Division of Motor Vehicle hearings or proceedings and other judicial or administrative hearings or proceedings, on off-duty time will be compensated at one and one-half times the regular rate of pay with a minimum three (3) hours per appearance.

C. Court appearances shall not be considered as incidental or immediately following a shift.

D. Early quitting time for the Township shall be credited to persons covered by this Agreement as straight compensatory time.

ARTICLE V

HOLIDAYS

A. Each employee shall be compensated in pay, use or time off with the approval of the Chief of Police subject to the manpower needs of the Department and further subject to the provisions of Section B, C, D & E below for the following holidays:

- | | |
|--------------------------|---|
| 1. New Years Day | 8. Columbus' Birthday |
| 2. Lincoln's Birthday | 9. General Election Day |
| 3. Washington's Birthday | 10. Veterans Day |
| 4. Good Friday | 11. Thanksgiving Day |
| 5. Memorial Day | 12. The day following
Thanksgiving Day |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | 14. Martin Luther Kings' Birthday |

B. In the event an employee chooses to be paid for his holidays, he shall be paid by December 15th. for no more than fourteen (14) holidays, annually.

C. Employees covered by this Agreement shall receive three (3) holidays off on the day of the holiday after requesting same in writing to the Chief of Police, who shall establish reasonable procedures to guarantee supervisory coverage of police operations.

D. Holidays not paid pursuant to Section b. above or taken off pursuant to Section C. above may be taken at time off in that year.

E. The Township shall pay an employee time and one half for hours worked on all holidays listed in Section A.

F. The Township shall allow an employee to be off on a holiday said employee would normally work, if said employee finds another employee to serve for him/her and furthermore shall pay said replacement at the rate of time and one-half for hours worked. This substitution shall occur only on a holiday or a day taken in lieu of a holiday. The employee shall avoid arranging a holiday option that means a double shift for the substituting officer to the greatest extent possible. The Chief of Police shall promulgate reasonable rules for the implementation of this section.

ARTICLE VI

VACATIONS

A. Amount of Vacation Leave

1. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment, twelve (12) working days vacation thereafter for every year and up to five (5) years of service; fifteen (15) working days vacation after the completion of five (5) years and up to (10) ten years of service; eighteen (18) working days vacation after the completion of ten (10) years of service and up to fifteen (15) years of service; twenty (20) working days vacation after the completion of fifteen (15) years of service and up to twenty (20) years of service. After 20 years of service, 1 additional vacation day shall be earned for the completion of each additional year of service to the maximum of twenty-five (25) years. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

2. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work, or unless the employee elects to exercise his option set forth in Section C herein.

3. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and the year preceding, provided the latter can be taken during the year of return.

B. Vacation Leave Due Upon Separation

1. An employee who has terminated other than under the provisions of Article VII, Paragraph 3, shall be entitled to the vacation for the current year prorated upon the number of months worked in the calendar year in which the separation becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

2. Whenever a permanent employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

VACATIONS (continued)

C. Employees may, at their option, elect to accumulate vacation leave not in excess of sixty (60) days inclusive of the then current year.

D. Employees may, at their option, elect to receive a lump sum payment for accumulated unused vacation leave at their daily rate at the time of retirement, provided that notification of such request is submitted to the Chief of Police prior to November 1 of the year preceding the year the retirement is to occur for the purpose of budgeting appropriate funds for such payment.

ARTICLE VII

SICK LEAVE

A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4:1-1.1 et.seq. of the Civil Service Rules for the State of New Jersey revised November 30, 1973.

B. Service Credit for Sick Leave

1. All permanent employees, or full time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

3. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

C. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Upon termination in good standing an employee shall be entitled to receive a percentage of his accumulated sick leave to be taken as early leave with pay. Said employee shall also be entitled to receive a percentage of the balance of his accumulated sick leave in a cash payment. Termination in good standing shall not be deemed to be attained if the employee fails to provide the Township with at least fourteen (14) days advance written notice of his termination.

The precise formula for calculating the amount of early leave and cash payment shall be as follows:

If an employee has accumulated 175 sick days or less, said employee shall receive \$10.00 per day for each sick day accumulated.

SICK LEAVE (continued)

If an employee has accumulated between 176 and 200 sick days, said employee shall receive 15% of the total number of days as early leave and 15% of the balance of days as a cash payment at straight time rate.

If an employee has accumulated between 201 and 225 sick days, said employee shall receive 35% of the total number of days as early leave and 35% of the balance of days as a cash payment at straight time rate.

If an employee has accumulated in excess of 225 sick days, said employee shall receive 50% of the total number of days as early leave and 50% of the balance of the days as a cash payment at straight time rate subject to the following maximum benefits:

- a. The early leave shall not exceed 150 working days.
- b. The cash payment shall not exceed \$13,000.
- c. An employee whose early leave calculation exceeds the 150 day maximum may apply the excess days to the cash payment calculation provided the maximum benefit is not exceeded (See example Employee C below).
- d. During the duration of the early leave period, an employee shall be entitled to all benefits that he would normally receive exclusive of bereavement leave, and uniform maintenance expenses.

An employee shall be entitled to his full allotment of sick leave, vacation, personal days, paid holidays, and administrative compensatory days in the year that his early leave period commences, however, should the early leave period overlap into a succeeding year no additional sick leave, vacation, personal days, paid holidays, or administrative compensatory days shall be granted.

SICK LEAVE (continued)

Examples: Employee A

185 total sick days accumulated

x15%

27.7 or 28 days early leave or cash payment at prevailing rate with no maximum as per Paragraphs C3c and C4.

157 balance of remaining days (185 minus 28)

x15%

23.55 or 24 cash payment at prevailing straight time rate

Employee B

250 total sick days accumulated

x50%

125 days early leave or cash payment at prevailing rate with no maximum as per Paragraph C3c and C4.

125 balance of remaining days (250 minus 125)

x50%

62.5 days cash payment at prevailing straight time rate

Employee C

350 total sick days accumulated

x50%

175 days early leave: Exceeds maximum of 150 days early leave by 25, thus 150 days early leave or cash payment at prevailing rate with no maximum as per Paragraph C3c and C4.

175 balance of remaining days (350 minus 175)

+25 carry over excess of authorized maximum early leave (above)

200 days

x50%

100 days cash payment at prevailing straight time rate not to exceed benefit maximum of \$13,000.00.

The term "days" as used within this section shall mean working days and not regular days off.

Whenever a permanent employee dies having to his credit any accumulated sick days there shall be calculated and paid to his estate a sum of money equal to the cash payment portion (only) of the terminal leave formula as specified in this section. No compensation shall be paid in lieu of the early leave period however no maximum shall apply to the cash payment portion as calculated in accordance with this section.

SICK LEAVE (continued)

4. Employees may, at their option, elect to receive the early leave benefit for accumulated unused sick leave as calculated in section C, 3-c as a lump sum at the time of termination in good standing, provided that notification of such request is submitted to the Chief of Police prior to November 1 of the year preceding the year the termination is to occur for the purpose of budgeting appropriate funds for such payment.

D. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitled him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

- a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- b. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

- a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

SICK LEAVE (continued)

b. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Chief of Police.

2. In cases of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE VIII

HOSPITALIZATION AND INSURANCE

A. The Township shall provide a fully paid hospitalization insurance program to each employee and dependents which shall include Blue Cross, Blue Shield, Rider J and Major Medical Coverage (14/20 Series, State Health Benefits Plan).

B. The employer reserves the right to substitute carriers provided the same benefits are provided.

C. Subject to the rules and regulations of the N.J. State Health Benefits Commission, each qualified employee who retires shall be provided with hospitalization coverage as provided to active employees.

D. The Township shall determine and provide at its sole cost and expense a dental insurance program to each full time employee and dependents which will be "Program II - B offered by New Jersey Dental Services Plan, Inc." or its equivalent.

ARTICLE IX

SALARY GUIDE

A. All employees covered by this Agreement shall be entitled to receive the wage rates for their particular job title as noted in Schedule A.

B. All employees covered by this Agreement shall be entitled to have their longevity benefit and college credit benefit added to their base salary and paid in bi-weekly payments, in accordance with applicable State laws and regulations.

ARTICLE X

LONGEVITY

A. Effective January 1, 1988 for each year of the contract longevity payments based upon years of continuous uninterrupted service with the Township payable bi-weekly, shall be as follows:

After four (4) years of service	2% of base pay
After eight (8) years of service	4% of base pay
After twelve (12) years of service	6% of base pay
After sixteen (16) years of service	8% of base pay
After twenty (20) years of service	10% of base pay

B. Annual longevity payments for any individual covered by this Contract shall not exceed \$5,536.00.

ARTICLE XI
COLLEGE INCENTIVE PAY

A. All employees who successfully complete approved courses in a recognized institution of higher learning in a program leading to a degree in Police Science related courses shall annually receive the sum of thirty-eight (\$38.00) dollars per credit hour for the rank of Lieutenant and forty (\$40.00) dollars per credit hour for the rank of Captain.

B. The maximum amount payable under this Article shall be limited to one hundred twenty-eight (128) credits at the maximum rates specified in Section A.

C. Such compensation shall be payable, subject to presentation to the Township Manager of evidence of successful completion of the course, on or before the first pay period in December.

D. Approved courses shall be those courses approved for reimbursement under the S.L.E.P.A. or L.E.E.P. programs.

E. Effective January 1, 1977 employees shall not be eligible to receive College Incentive Pay unless they make progress toward a degree within each two year period thereafter. Progress shall be deemed to be the completion of at least one approved course with a passing grade within a two year period. Failure to make progress within a two year period shall terminate said employee's benefits under this Article, including any benefits previously enjoyed. Reinstatement may be made by the Township Manager. No progress toward a degree is necessary after the successful completion of an Associates or Bachelors level degree, however, any credits earned beyond the Associates or Bachelors level will be subject to the above provisions.

F. The Township of West Milford provides full-time and exempt employees with the opportunity to receive further training and education which will improve the Township's governmental operations. The Township of West Milford may bear 50% of the cost of tuition, up to a maximum payment per year of \$300.00 per employee, if the following conditions are met:

COLLEGE INCENTIVE PAY (continued)

1. The employee will assure the Township that he/she intends to remain in the employ of the Township of West Milford for at least one year after the completion of the continued education program and shall agree in writing to reimburse the Township for any and all costs expended in the event the employee leaves the employ of the Township within one year.

2. He/she will submit a request to the Chief of Police for approval of the Township Manager based on budget allocations, describing benefits to the jurisdiction.

3. Course will be job-related and will be taken on employee's own time. If working toward a degree related to the employee's work, all courses required for the degree will be covered by this policy.

4. Reimbursement will be made at the completion of the course in which an employee has obtained a passing grade of "C" or better.

5. This does not related to special courses, seminars, conferences or training sessions where the Township of West Milford may pay the full cost of registration or tuition expenses in accordance with approved budget allocations and prior approval of the Township Manager.

6. The employee must request tuition assistance in writing providing an outline of the course of study. This request should be presented to the Chief of Police and be approved by the Township Manager. Upon successfully completing the course, the employee must present a voucher and a copy of his/her final grade report to the Township of West Milford for reimbursement.

ARTICLE XII

PERSONAL LEAVE DAYS

A. Each employee shall be entitled to four (4) personal leave days annually without loss of pay in 1990 and 1991.

B. Personal leave days may not be accumulated but shall be paid for at the end of each year in the event an employee is unable to or chooses not to use them during the year. The parties shall make every effort to cooperate in order that these days will be scheduled during the course of the year.

C. Personal leave days shall be requested in writing as far in advance of the day requested as possible except in case of an emergency. A reply to the request shall be provided as soon as practicable after the request and no reply shall be deemed an approval.

D. In the event that two (2) or more employees request the same personal leave shift that employee with the greater seniority shall have first priority to the shift requested.

E. Thirteen administrative compensatory days annually shall be provided employees at straight time rates. Administrative compensatory days may be taken at any time provided sufficient manpower and supervision exist in the shift or shifts in-question. The Chief of Police shall have final approval over all requests for administrative compensatory days and shall give each request his good faith consideration. Administrative days earned in 1990 and 1991 may be carried over into the respective succeeding year, however, an employee may elect to carry over not more than 13 days into any succeeding year.

ARTICLE XIII

LEAVES OF ABSENCE

Every employee subject to this Agreement may be granted a leave of absence according to applicable Civil Service Rules for the State of New Jersey, revised November 30, 1973.



ARTICLE XIV

CLOTHING, TRAVEL AND MEAL ALLOWANCE

A. The annual clothing allowance shall be \$400.00 subject to presentation of acceptable vouchers representing the expenditure of such sum.

B. Meal allowance shall be paid at the rate of five (\$5.00) dollars.

C. A mileage allowance of twelve (\$.12) cents per mile, in addition to receipted toll expenses, will be paid to each employee who is required to provide his own transportation upon instructions from the Chief of Police.

D. Effective January 1, 1988, an employee shall be paid up to the sum of \$250.00 and effective January 1, 1989 shall be paid up to the sum of \$300.00 upon presentation of a voucher with a general accounting of expenses for uniform and equipment maintenance expenses. Said payment shall not be made before July 1 of each year.

E. Each employee shall be entitled to swap shifts with a fellow officer in the Superior Officers Association provided said employee applies to the Chief of Police. The exchange of shifts shall be accomplished within a 14 day period. Shift swaps shall be granted provided:

1. The Superior Officer requesting the shift swap has a valid reason requiring such swaps. An off duty job shall not be a valid reason for the purpose of this section, unless directly connected to law enforcement.

2. The Superior Officer requesting the swap obtains the verbal approval of the Chief, in the case of the Captain, and the approval of the Captain in the case of a Lieutenant.

3. Superior Officers will avoid arranging shift swaps that mean a double shift for either party involved in the swap to the greatest extent possible.

ARTICLE XV

MISCELLANEOUS

A. Seniority shall be based upon continuous uninterrupted service with the Township of West Milford Police Department.

B. The Township will provide sixty (60) rounds of reload ammunition per month, provided by the present supplier, upon request provided that previously issued ammunition has been utilized by the employee.

The provisions of this Section shall terminate upon purchase of reloading equipment by the Township or inability to secure ammunition from present supplier.

C. Each employee shall be entitled to bereavement leave of three (3) working days from the date of death in the immediate family. In the event the burial takes place out of the State and outside a radius of 100 miles from West Milford, up to three (3) additional days travel time may be taken. This leave shall be with pay. Proof of attendance at the burial may be required by the Township. Deaths in the immediate family covered by this section shall mean spouse, parents, children, brothers, sisters, grandparents and parents-in-law. One day bereavement leave will also be allowed for employee's aunts and uncles regardless of the location of the burial.

D. Effective January 1, 1986 an employee shall be eligible for reimbursement for a retirement physical at a cost not to exceed \$100.00. The employee may be examined by the Doctor of his choice after giving the municipality formal notice of his retirement date. Reimbursement shall be made subject to the presentation of a voucher with appropriate proof of payment.

ARTICLE XVI

NO-STRIKE AND NO-LOCKOUT PLEDGE

A. During the term of this Agreement, the S.O.A. agrees on behalf of itself insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the Township agrees that it will not cause any lockout.

B. The S.O.A. covenants and agrees that neither the S.O.A. or any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The S.O.A. agrees that such action would constitute a material breach of this Agreement.

C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any S.O.A. member shall entitle the Township to invoke any of the following alternatives:

1. Withdrawal of S.O.A. recognition.
2. Withdrawal of dues deduction privileges (if previously granted).
3. Such activity shall be deemed grounds for termination of employment of such employee or employees subject however to the application of the Civil Service law.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the S.O.A. or its members.

ARTICLE XVII

NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the S.O.A. against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the S.O.A. or because of any lawful activities by such employees on behalf of the S.O.A. The S.O.A., its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the S.O.A.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XX

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1990, and shall be in effect to and including December 31, 1991. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, or a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at West Milford, New Jersey on this _____ day of _____, 1990.

WEST MILFORD SUPERIOR OFFICERS
ASSOCIATION

By St. John P. Reape
President

Witness:

LT K. K. Sorely
Secretary

TOWNSHIP OF WEST MILFORD

By J. Robinson
Mayor
By J. [Signature]
Township Manager

Witness:

[Signature]
Township Clerk

[Handwritten mark]

SCHEDULE A

SUPERIOR POLICE OFFICERS

Title	Effective 1/1/90	Effective 3/15/90	Effective 3/15/91
Lieutenant	\$44,153.00	\$47,685.00	\$51,500.00
Captain	\$47,457.00	\$51,254.00	\$55,354.00