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AGREEMENT

Between:

TOWNSHIP OF MILLBURN,
ESSEX COUNTY, NEW JERSEY

and

TOWNSHIP OF MILLBURN P. B. A. LOCAL NO. 34
(Officers)

.....
JANUARY 1, 1974, through DECEMBER 31, 1975
.....

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PREAMBLE

This Agreement entered into this day of
1974, by and between the TOWNSHIP OF MILLBURN, in the County of
Essex, New Jersey, a municipal corporation of the State of New
Jersey, (hereinafter called the "Township") and TOWNSHIP OF MILLBURN,
P. B. A. LOCAL 34 (OFFICERS), (hereinafter called the "Association"),
represents the complete and final understanding on all bargainable issues
between the Township and the Association.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Association as the exclusive
collective negotiations agent for all Sergeants, Lieutenants and Captains
in the Police Department.

The title Sergeants, Lieutenants and Captains shall be defined
to include the plural as well as the singular and to include males and
females.

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 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. 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 take any permissible disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, 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 specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in accordance with the Constitution and Laws of New Jersey, including Chapter 303 of the laws of 1968, and of the United States.

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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 and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association 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:

Grievance Procedure continued:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of the Department, or his designee, for the purpose of resolving the matter informally. Failure to act within ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of the Department, or his designee, shall render a decision within ten (10) days after receipt of the grievance.

Step Two:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and, signed by the aggrieved and filed with the Committeeman for the Police Department (or his representative) within five (5) days following the determination by the Chief of the Department.

(b) The Committeeman for the Police Department, or his representative, shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the deter-

Grievance Procedure continued:

mination of the Committeeman for the Police Department, the matter may be submitted to the Mayor and Committeemen.

(b) The Mayor and Committeemen shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

Step Four - Advisory Arbitration

(a) If the grievance is not settled through Steps One, Two and Three, either party may refer the matter to the American Arbitration Association for Advisory Arbitration within ten (10) days after the determination by the Mayor and Committeemen. An Arbitrator shall be selected pursuant to the Rules of the A. A. A.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Committeemen. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the Association 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 to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

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Grievance Procedure continued:

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

ARTICLE IV

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor 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 any employee from his position, or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, or walkout it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

No-Strike Pledge continued:

subject, however, to the application of the Grievance Procedure contained in Article III.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, walkout or other deliberate interference with normal work procedures against the Township.

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 Association or its members.

ARTICLE V

HOURS AND OVERTIME

A. All employees covered by this Agreement shall have a normal work week of forty (40) hours per week.

B. All work authorized to be done in excess of forty (40) hours per week shall be compensated at time and one-half the regular straight time hourly rate except for Captains and the Chief. In construing such overtime, payments shall be made on the following basis:

1. Up to the first 16 minutes of authorized overtime - no pay
2. Sixteen (16) through thirty (30) minutes - 30 minutes pay
3. Thirty-one (31) through sixty (60) minutes - 1 hour pay
4. Thereafter, overtime shall be paid in thirty (30)

minute segments for all time authorized to be worked beyond the regular tour of duty.

C. If an employee is recalled to duty after he has completed a regularly scheduled tour, he shall be paid for all hours worked and shall receive a minimum of two (2) hours worked, or pay in lieu of work, at time and one-half.

ARTICLE VI

SICK LEAVE

A. 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. Sick leave may also be utilized for short periods because of death or serious illness in the employee's immediate family as defined in Civil Service Regulations.

3. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay, less any amounts received from disability insurance during the period in which he is unable to perform his duties, as certified by a physician in attendance designated by the municipality. Such payments shall be discontinued when an employee is placed on disability leave or pension.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one working day (1) per month during the remainder of the first calendar year of employment after initial

Sick Leave continued:

appointment and fifteen (15) working 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. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Department shall be notified at least one (1) hour prior to the employee's starting time.

(a) Failure to so notify the Department 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.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of any employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.

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

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Sick Leave continued:

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.

E. Bereavement Leave

1. In case of death in the immediate family, an employee shall be granted leave from the day of death, up to and including the day of the funeral.

2. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother or sister.

3. Reasonable verification of the event may be required by the Township.

ARTICLE VII

HEALTH AND WELFARE - INSURANCE

A. The Township shall provide enrollment in the State Health Benefits program for all permanent employees who have been on the payroll for two (2) months, at the beginning of the third month of employment. If an employee receives his permanent appointment after the fifth day of the month, such month shall not be counted as aforesaid.

The Township shall pay the full cost of the foregoing program for the employee and his family. Nothing shall preclude the right of the Township to change insurance carriers so long as substantially similar benefits are provided.

B. The Township shall provide the employee with legal aid as required by State Statute.

ARTICLE VIII

SALARIES

A. See Schedule A which is attached hereto and made a part hereof.

B. Any employee covered by this Agreement who is assigned as a Detective shall receive, in addition to the salary provided for in Schedule A, the stipend of \$790.00 per year, if he is a First Grade Detective. If he is assigned as a Second Grade Detective, the stipend shall be \$540.00. Effective January 1, 1975, the aforementioned figures shall be changed to the following: \$855.00; and \$585.00, respectively.

ARTICLE IX

LONGEVITY

A. Each employee covered by this Agreement shall receive, in addition to his salary as determined above, a longevity increment as follows:

<u>Years of Continuous and Uninterrupted Service</u>	<u>Effective January 1, 1974</u>	<u>Effective January 1, 1975</u>
Less than 5	\$ 000.00	\$ 000.00
5 through 10	225.00	300.00
11 through 15	450.00	600.00
16 through 20	675.00	900.00
21 through 25	900.00	1,200.00
More than 25	1,125.00	1,500.00

ARTICLE X

RETENTION OF BENEFITS

Those Provisions of Municipal Ordinances which are applicable to employees covered by this Agreement shall remain in full force and effect, except as modified herein, during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE XI

SEPARABILITY AND SAVINGS

A. The Township and the Association recognize the applicability of Presidential Executive Orders dealing with economic controls on wages, prices, salaries, and so forth. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event that any or all of the salary increases or adjustments or other economic changes for 1974 or beyond cannot be legally made effective, such increases or adjustments or changes shall be omitted or proportionately adjusted according to law.

B. In the event that any provision of this Agreement shall, at any time, be declared invalid by Legislative Act or any Court of competent jurisdiction, or through Government regulation or decree such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XII

VACATIONS

A. Uniformed members of the Police Department covered by

Vacations continued:

this Agreement, who were appointed after January 1, 1971, shall be entitled to the following annual vacation:

<u>Years of Service</u>	<u>Vacation Leave</u>
0 - 1 year	1 working day for each month of service
1 - 2 years	12 working days
3 - 4 years	15 working days
5-16 years	18 working days
17 years	19 working days
18 years	20 working days
19 years	21 working days
20 years or more	22 working days

B. Uniformed members of the Police Department covered by this Agreement, who were appointed prior to January 1, 1971, shall be entitled to the following annual vacation:

<u>Years of Service</u>	<u>Vacation Leave</u>
0 - 1 year	1 1/2 working days per month of service
1 - 16 years	18 working days
17 years	19 working days
18 years	20 working days
19 years	21 working days
20 years or more	22 working days

ARTICLE XIII

LEAVE OF ABSENCE

A leave of absence without pay may be granted for good cause to any employce for a period of six (6) months. Such leave shall be granted at the sole discretion of the Committeeman in charge of the Police Department after recommendation from the Chief. The leave may be extended for an additional six (6) months under the procedure as the initial leave.

ARTICLE XIV

MILITARY LEAVE

A. Any employce called into the Armed Forces of the United States during national emergency shall receive the protection of all applicable laws.

ARTICLE XV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on 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.

ARTICLE XVI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1974, and shall remain in effect to and including December 31, 1975, without any reopening date. 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

Term and Renewal continued:

than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Millburn, New Jersey, on this 3rd day of JUNE, 1974.

TOWNSHIP OF MILLBURN,
P. B. A. LOCAL NO. 34

By: Paul C. Stasger

Witness: Richard Manin

TOWNSHIP OF MILLBURN,
ESSEX COUNTY, NEW JERSEY

By: C. Thomas Thomas
MAYOR

Witness: John W. P...
TOWNSHIP CLERK

Law

SCHEDULE A

A. Employees covered by this Agreement shall receive salaries effective January 1, 1974, as provided for below:

<u>Title</u>	<u>First Year</u>	<u>Second Year Maximum</u>
Captain	\$16,635.00	\$17,475.00
Lieutenant	\$15,155.00	\$15,975.00
Sergeant	\$13,905.00	\$14,475.00

B. Employees covered by this Agreement shall receive salaries effective January 1, 1975, as provided for below:

<u>Title</u>	<u>First Year</u>	<u>Second Year Maximum</u>
Captain	\$17,610.00	\$18,450.00
Lieutenant	\$16,130.00	\$16,950.00
Sergeant	\$14,880.00	\$15,450.00

C. Holidays. The uniformed full-time members of the Police Department, with the exception of Parking Violations Officers, shall be entitled to a payment equivalent to twelve (12) working days, in lieu of holiday time off and in addition to annual salary, payable in December and based upon their then current rate of pay. Said payment shall accrue on the basis of 1 day per month of service.

SCHEDULE B

Permanent regular members of the Police Department, by way of further addition to the salary ranges and existing longevity plan, holiday and overtime to which they are entitled, shall be entitled to receive in each calendar year the sum of \$15.00 for each credit hour successfully completed in, or accepted by, a recognized institution of higher education offering a program leading to an Associate or Baccalaureate Degree in Police Science, Law Enforcement, Public Safety or Criminal Justice, provided the individual is matriculated in one of the aforementioned degree programs. Such additional compensation shall not exceed 120 credit hours or the sum of \$1,800.00 for any calendar year. Payment shall be made no later than December 15 of each year after proper certification has been presented to the Township Business Administrator setting forth the number of credit hours successfully completed or accepted for the conferring of a degree in Police Science, Law Enforcement, Public Safety or Criminal Justice.

Permanent regular members of the Police Department seeking payment under this Schedule for transfer credits must be matriculated in one of the aforementioned programs and must have the transfer credits recognized by an institution of higher learning offering a degree in one of the aforementioned courses of study.

By way of example of the operation of the foregoing, a permanent regular member of the Police Department who has achieved an Associate

Degree or Baccalaureate Degree in any of the courses of study noted above will receive payment for the credit hours earned under the formula contained in this Schedule. In addition, credit hours earned beyond the Associate Degree in any of the aforementioned courses of study will also be paid for under the applicable formula.

Effective January 1, 1975, the aforementioned college credits shall be paid for at the rate of \$17.50 for each credit hour, and the maximum compensation shall be increased to \$2,100.00.

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THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

Between

TOWNSHIP OF MILLBURN,
ESSEX COUNTY, NEW JERSEY

and

TOWNSHIP OF MILLBURN P.B.A. LOCAL NO. 34
(Police Officers)

January 1, 1976 through December 31, 1977

Law Offices: -

GERALD I. DORF, P.A.
2376 St. Georges Avenue
Rahway, New Jersey 07065

LIBRARY
Institute of Management and
Labor Relations

1976
RUTGERS U. N. J.

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PREAMBLE

This Agreement entered into this 5th day of October, 1976, by and between the TOWNSHIP OF MILLBURN, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township"), and TOWNSHIP OF MILLBURN, P.B.A. LOCAL 34, (hereinafter called the "Association" or "Employees"), represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

- A. The Township hereby recognizes the Association as the exclusive collective negotiations agent for all Police Officers.
- B. The title of Police Officer shall be defined to include the plural as well as the singular, and to include males and females.

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 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. 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 take any permissible disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, 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 specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in accordance with the Constitution and Laws of New Jersey, including Chapter 123 of the Laws of 1974, and of the United States.

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 and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association 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 shall institute action under the provisions hereof within five (5) working days of the occurrence of the grievance and an earnest effort shall be made to

settle the differences between the aggrieved employee and the Chief of the Department, or his designee, for the purpose of resolving the matter informally. Failure to act within five (5) working days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of the Department, or his designee, shall render a decision within five (5) business days after receipt of the grievance.

Step Two:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and signed by the aggrieved and filed with the Committeeman for the Police Department (or his designee) within five (5) working days following the determination by the Chief of the Department.

(b) The Committeeman for the Police Department, or his representative, shall render a decision in writing within five (5) business days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved through Step Two, then within five (5) working days following the determination of the Committeeman for the Police Department, the matter may be submitted to the Mayor and Committeemen.

(b) The Mayor and Committeemen shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

Step Four - Advisory Arbitration

(a) If the grievance is not settled through Steps

One, Two and Three, either party may refer the matter to the American Arbitration Association for Advisory Arbitration within ten (10) days after the determination by the Mayor and Committeemen. An Arbitrator shall be selected pursuant to the Rules of the A.A.A.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Committeemen. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the Association 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 to, modify, detract from or alter in any way the provisions of 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 Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. Failure by the Township to render a reply within five (5) business days of the expiration of the time for response by the Township at any Step of the Grievance Procedure will be deemed a denial by the Township at said Step, and the matter shall be automatically processed to the next Step of the Grievance Procedure.

ARTICLE IV

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor 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 any employee from his position, or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article III.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, walkout or other deliberate interferences with normal work procedures against the Township.

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

No-Strike Pledge continued:

equity for injunction or damages, or both in the event of such breach by the Association or its members.

ARTICLE V

HOURS AND OVERTIME

A. All employees covered by this Agreement shall have a normal work week of forty (40) hours per week.

B. All work authorized to be done in excess of forty (40) hours per week shall be compensated at time and one-half (1 1/2) the regular straight time hourly rate. In construing such overtime, payments shall be made on the following basis:

1. Up to the first 16 minutes of authorized overtime - no pay
2. Sixteen (16) through thirty (30) minutes - 30 minutes pay
3. Thirty-one (31) through sixty (60) minutes - 1 hour pay
4. Thereafter, overtime shall be paid in thirty (30)

minute segments for all time authorized to be worked beyond the regular tour of duty.

C. If an employee is recalled to duty after he has completed a regularly scheduled tour, he shall be paid for all hours worked and shall receive a minimum of two (2) hours worked, or pay in lieu of work, at time and one-half (1 1/2).

D. An employee will have the option of overtime paid at time and one-half (1 1/2) of base pay or compensatory time off, on an hour for hour basis, subject to the manpower needs of the Department, as determined by the Chief.

ARTICLE VI

CHANGES IN TOUR OF DUTY AND SHIFT STRUCTURE

A. If the Township changes an employee's tour of duty, reasonable notice shall be afforded to said employee, except in cases of emergency.

B. If the Township changes the entire Department shift or tour structure, one hundred twenty (120) calendar days' notice will be given to the Association prior to the effective date of said change. If said entire shift or tour structure is changed so that the regularly scheduled hours work in a normal work year exceed two thousand eighty (2080) per year, as a direct result of said shift or tour change, said employees will be compensated on a straight time hour for hour basis for hours worked in excess of two thousand eighty (2080). The Chief, or his designee, will consult with the P.B.A. prior to the effective date of changes initiated under this section.

C. Exchanging Tour of Duty

1. The Township agrees to allow an employee covered by this Agreement, on a particular day, to exchange his tour of duty with a consenting fellow employee.

2. Said changes are to be based on a body for body basis.

3. The Township will require prior notice, not of the change, but rather, of the names of the employees who will exchange tours, the tours involved, and the date of said exchange.

4. The privilege of exchanging tours of duty shall not be abused.

ARTICLE VII

SICK LEAVE

A. 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. Sick leave may also be utilized for short periods because of death or serious illness in the employee's immediate family as defined in Civil Service Regulations:

3. If an employee, in the line of duty, is incapacitated and unable to work because of injury, he shall be entitled to an injury leave with full pay, less any amount received from Temporary Disability under the Workmen's Compensation Act during the period in which he was unable to perform his duties, as certified by a physician in attendance designated by the municipality. Such payment will be discontinued when an employee is placed on disability pension.

B. Amount of Sick Leave

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

2. Any amount of sick leave allowance not used in any

Sick Leave continued:

calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Department shall be notified at least one (1) hour prior to the employee's starting time.

(a) Failure to so notify the Department 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.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of any employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.

2. In case 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.

E. Parity of Sick Leave

1. After three (3) months of an employee's continuous illness, if said employee works a five (5) day on, and two (2) days off shift, he shall be entitled to have his sick leave recomputed as if his shift was four (4) days on, and two (2) days off, retroactive to the first day of said continuous illness.

F. Illness while on Tour of Duty

1. Sick leave shall be charged against an employee's account based on quarter tours of duty.

2. To receive credit for a quarter tour of duty, an employee must work more than thirty (30) minutes of said quarter.

G. If an employee has exhausted all his accumulated sick leave, his pay shall be reduced proportionately for every quarter tour of duty that he is absent from thereafter. To receive pay for a quarter tour, an employee must work more than thirty (30) minutes of said quarter.

ARTICLE VIII

BEREAVEMENT LEAVE

A. In case of death in the immediate family, an employee shall be granted leave from the day of death, up to and including the day of the funeral.

B. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother or sister.

C. Reasonable verification of the event may be required by the Township.

D. In special or unusual circumstances, the Chief or his designee may grant time off or additional time off to the employee in his discretion.

E. Bereavement leave, as defined herein for members of an employee's immediate family, shall not be chargeable to Sick Leave.

F. An employee may be allowed the utilization of one (1) day's sick leave to attend the funeral of a relative other than one in his immediate family, as defined by this Article.

ARTICLE IX

HEALTH AND WELFARE - INSURANCE

A. The Township shall provide enrollment in the State Health Benefits program for all permanent employees who have been on the payroll for two (2) months, at the beginning of the third month of employment. If an employee receives his permanent appointment after the fifth day of the month, such month shall not be counted as aforesaid. The Township shall pay the full cost of the foregoing program for the employee and his family. Nothing shall preclude the right of the Township to change insurance carriers so long as substantially similar benefits are provided.

B. The Township shall provide the employee with legal aid as required by State Statute.

ARTICLE X

SALARIES

A. See Schedule A which is attached hereto and made a part hereof.

B. Any employee covered by this Agreement who is assigned as a Detective shall receive, in addition to the salary provided for in Schedule A, the stipend of \$915.00 per year, if he is a First Grade Detective. If he is assigned as a Second Grade Detective, the stipend shall be \$626.00. If he is assigned as a Third Grade Detective, the stipend shall be \$316.00. (See Schedule A for 1977 increase.)

ARTICLE XI

LONGEVITY

A. Each employee covered by this Agreement shall receive in addition to his salary as determined above, a longevity increment as follows:

<u>Completed Years of Continuous and Uninterrupted Service</u>	<u>Effective January 1, 1976 % of Salary</u>
Less than 5 years	0%
6 through 10 years	2%
11 through 15 years	4%
16 through 20 years	6%
21 through 25 years	8%
More than 25 years	10%

ARTICLE XII

RETENTION OF BENEFITS

A. Those Provisions of Municipal Ordinances which are applicable to employees covered by this Agreement shall remain in full force and effect, except as modified herein, during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE XIII

SEPARABILITY AND SAVINGS

A. The Township and the Association recognize the applicability of Presidential Executive Orders dealing with economic controls on wages, prices, salaries, and so forth. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event that any or all of the salary increases or adjustments or other economic changes for 1976 or beyond cannot be legally made effective, such increases or adjustments or changes shall be omitted or proportionately adjusted according to law.

B. In the event that any provision of this Agreement shall, at any time, be declared invalid by Legislative Act or any Court of competent jurisdiction, or through Government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XIV

VACATIONS

A. Uniformed members of the Police Department covered by this Agreement, who were appointed after January 1, 1971, shall be entitled to the following annual vacation:

<u>Years of Service</u>	<u>Vacation Leave</u>
0 - 1 year	1 working day for each month of service
1 - 2 years	12 working days
3 - 4 years	15 working days
5 - 16 years	18 working days
17 years	19 working days
18 years	20 working days
19 years	21 working days
20 years or more	22 working days

B. Uniformed members of the Police Department covered by this Agreement, who were appointed prior to January 1, 1971, shall be entitled to the following annual vacation:

<u>Years of Service</u>	<u>Vacation Leave</u>
0 - 1 year	1 1/2 working days per month of service
1 - 16 years	18 working days
17 years	19 working days
18 years	20 working days
19 years	21 working days
20 years or more	22 working days

ARTICLE XV

LEAVE OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any employee for a period of six (6) months. Such leave shall be granted at the sole discretion of the Committeeman in charge of the Police Department after recommendation from the Chief. The leave may be extended for an additional six (6) months under the procedure as the initial leave.

ARTICLE XVI

MILITARY LEAVE

A. Any employee called into the Armed Forces of the United States during national emergency shall receive the protection of all applicable laws.

ARTICLE XVII

TEMPORARY VACANCIES

A. If an employee works in a Table of Organization vacancy in a position of higher rank for more than an aggregate of fifty (50) work days in a calendar year, then he shall receive the pay of said higher rank retroactive to the first day he worked in said position.

ARTICLE XVIII

ANNUAL PHYSICAL EXAMINATION

A. The Township will require that each employee have an annual physical examination.

B. The cost of said examination shall be borne by the Township.

C. The Township will provide a list of not less than three (3) qualified physicians. From said list, each employee must choose one (1) who will be charged with administering said physical. Within a reasonable time after the selection of the doctor to administer the physical, the Township will schedule said examination accordingly.

ARTICLE XIX

MUTUAL AID

A. Employees while rendering assigned aid to another municipality within the State of New Jersey, are fully covered by Workmen's Compensation, liability insurance and pensions as provided by State law.

ARTICLE XX

LAYOFFS AND REHIRING

A. Layoffs and rehiring from said layoffs are to be conducted in accordance with Civil Service Procedures.

ARTICLE XXI

MILEAGE REIMBURSEMENT

A. Employees shall receive twelve cents (12¢) per business mile for authorized business travel in their personal vehicles.

B. If the Township should increase the reimbursement rate in excess of twelve cents (12¢) per mile for any other group of municipal employees, the rate shall be increased as well for the Police Department.

ARTICLE XXII

JUDICIAL OR QUASI-JUDICIAL APPEARANCES

A. An employee shall receive pay at a rate of time and one-half (1 1/2) for Judicial or Quasi-Judicial appearances made in the course of his duties as a Millburn Police Officer when said time spent exceeds the regularly scheduled work week, as provided by Article V of this Agreement.

B. Judicial or Quasi-Judicial appearances are not to be considered a recall duty as set forth in Section C of Article V.

C. The duration of the Judicial or Quasi-Judicial appearance shall be inclusive of the travel time necessary to go to and return from said appearance.

ARTICLE XXIII

POSTING OF USED AND UNUSED SICK
TIME AND VACATION

A. There shall be monthly posting of the used and unused sick time and used and unused vacation time for all employees of the Police Department.

ARTICLE XXIV

CLOTHING AND EQUIPMENT ALLOWANCE

A. Each employee shall receive a non-cumulative credit of \$235.00 per year, to be used at a Township designated supplier, to secure the clothing and equipment required of employees of the Millburn Police Department.

B. Each employee shall be responsible for being properly attired, and if not so attired, will be subject to discipline under departmental rules and regulations.

C. Upon appointment to the Police Department, an employee will receive his full initial issue of clothing and equipment and will not be eligible to receive a clothing and equipment allowance for one (1) calendar year from the date he receives his initial issue. After the completion of said one (1) calendar year, the employee shall be credited with a pro rata partial clothing allowance credit to cover the remainder of that contract year.

D. The Township will reimburse any employee, exclusive of the clothing allowance, for clothing and equipment damaged in the line of duty without fault or negligence on the part of said employee, subject to the reasonable approval of the Chief or his designee.

E. In addition, each employee shall receive a clothing maintenance allowance at the rate of \$150.00 per year, to be paid during the first month of each contract year. Any employee appointed during the contract year will receive a pro rata portion of said \$150.00.

F. Effective January 1, 1977, an off-duty weapon (a standard weapon to be designated by the Township) will be permitted to be charged by the employee against his clothing and equipment allowance as defined in Section A. of this Article. The clothing and equipment allowance may be used one (1) time only to secure one (1) off-duty weapon. It is understood and agreed that further use of said allowance for the replacement of said off-duty weapon may be granted by the Chief, or his designee, in his sole discretion, if he determines that there is a need for such replacement.

ARTICLE XXV

TERMINAL LEAVE PAYMENT FOR ACCRUED SICK LEAVE

A. Those employees who retire having attained both the required age and years of service, upon retirement shall be eligible to receive one (1) day's pay at his then rate of pay for every three (3) days of accrued unused sick leave.

B. Employees who retire prematurely on disability pension, shall be exempt from the attainment of the age and service requirement set forth in Section A hereof.

ARTICLE XXVI

RULES AND REGULATIONS

A. There shall be no change in the rules and regulations of the Police Department without fifteen (15) calendar days notice to the Association, prior to the effective date of same.

ARTICLE XXVII

MISCELLANEOUS

A. The Township shall make every reasonable effort to pay said employees longevity and paid holiday amounts due by December 15th of each calendar year.

B. An absent Police Officer who is scheduled to perform the duties of a dispatcher, will be replaced by a Police Officer if said position is to be filled during his absence.

C. The uniformed full-time members of the Police Department, with the exception of the Parking Violations Officer, shall be entitled to a payment equivalent to twelve (12) working days in lieu of holiday time off, and in addition to annual salary, payable in December and based upon the then current rate of pay. Said payment shall accrue on the basis of one (1) day per month of service.

D. Employees covered by this Agreement shall receive one (1) working day off with pay per annum in addition to the other holiday provisions of this Agreement, at a time approved by the Chief, or his designee.

ARTICLE XXVIII

LEGAL PROCEEDINGS AGAINST OFFICERS IN THE PERFORMANCE OF THEIR DUTIES

A. Whenever a cause of action is brought by any party other than the Township against an employee covered by this Agreement for any act or omission arising out of or incidental to the performance of his duties as a Millburn Police Officer, the Township shall defray the cost of defending such action as follows:

1. For defending in all Civil Actions where compensatory damages are claimed, the employee will be supplied with counsel provided by the Township Insurance Carrier.

2. For defending in an action for punitive damages, subject to the bounds of applicable law, providing the employee's conduct was not criminal, nor involving actual malice or other outrageous conduct, nor was outside the scope of his employment, the employee may select his own counsel, and the Township shall reimburse said employee for reasonable attorney fees incurred, subject to the approval of the Township Committee.

The employee shall submit to the Committeeman of the Department for his approval, the name of the attorney he selects and the estimated fees. Such approval shall not be unreasonably withheld. Upon approval by the Committeeman, the matter shall be submitted to the Township Committee for its consideration.

3. The Township shall not provide any employee with the means for his defense in a civil or disciplinary proceeding instituted against him by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township.

Article XXVIII continued:

If any such proceeding is instituted by or on complaint of the Township, shall be dismissed or finally determined in favor of said employee, he shall be reimbursed for the reasonable expenses of his defense as determined by the provisions of this Article.

4. For defending in a criminal matter instituted by an individual or agency other than the Township, the employee may select his own counsel, and the Township shall reimburse said employee for reasonable attorney fees incurred, subject to the approval of the Township Committee. If the employee is finally found to be guilty by a Court of competent jurisdiction, he shall reimburse the Township for all funds expended by the Township in his behalf.

B. In the case of a civil action, the Township, subject to the bounds of applicable law, shall pay the adverse judgment, save harmless, and protect such employee from financial loss resulting therefrom within the limits of the Township insurance policy, providing the employee's conduct was not criminal, nor involving actual malice or other outrageous conduct, nor was outside the scope of his employment.

ARTICLE XXIX

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on 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.

(Patrolmen)

SCHEDULE A

SALARIES

	<u>1976</u> <u>7%</u> <u>Increase</u>	<u>1977</u> <u>6%</u> <u>Increase</u>
First three (3) months of service (Probationary)	\$10,780.00	\$11,427.00
Second three (3) months of service	11,396.00	12,079.00
Second six (6) months of service	12,011.00	12,731.00
Second year of service	12,626.00	13,384.00
Third year of service	13,241.00	14,036.00
First six (6) months of fourth (4th) year	13,857.00	14,688.00
Thereafter	14,927.00	15,822.00

REGULAR POLICE OFFICERS WITH COLLEGE DEGREE

First three (3) months	13,150.00	13,939.00
Second three (3) months	13,589.00	14,404.00
Second six (6) months	14,038.00	14,881.00
Second year	14,488.00	15,357.00
Third (3rd) year and thereafter (maximum)	14,927.00	15,822.00

(Superior Officers)

SCHEDULE A

SALARIES

	<u>Minimum</u>		<u>Maximum</u>	
	<u>1976</u> <u>7% Increase</u>	<u>1977</u> <u>6% Increase</u>	<u>1976</u> <u>7% Increase</u>	<u>1977</u> <u>6% Increase</u>
Captain	\$18,843.00	\$19,973.00	\$19,742.00	\$20,926.00
Lieutenant	17,259.00	18,295.00	18,137.00	19,225.00
Sergeant	15,922.00	16,877.00	16,532.00	17,523.00

DETECTIVE:

	<u>1976</u> <u>7% Increase</u>	<u>1977</u> <u>6% Increase</u>
1st Grade	\$915.00	\$970.00
2nd Grade	626.00	664.00
3rd Grade	316.00	335.00
DOG HANDLER	535.00	567.00

SCHEDULE B

Permanent regular members of the Police Department, by way of further addition to the salary ranges and existing longevity plan, holiday and overtime to which they are entitled, shall be entitled to receive in each calendar year the sum of \$17.50 for each credit hour successfully completed in, or accepted by, a recognized institution of higher education offering a program leading to an Associate or Baccalaureate Degree in Police Science, Law Enforcement, Public Safety or Criminal Justice, provided the individual is matriculated in one of the aforementioned degree programs. Such additional compensation shall not exceed 120 credit hours or the sum of \$2,100.00 for any calendar year. Payment shall be made no later than December 15th of each year after proper certification has been presented to the Township Business Administrator setting forth the number of credit hours successfully completed or accepted for the conferring of a degree in Police Science, Law Enforcement, Public Safety or Criminal Justice.

Permanent regular members of the Police Department seeking payment under this Schedule for transfer credits must be matriculated in one of the aforementioned programs and must have the transfer credits recognized by an institution of higher learning offering a degree in one of the aforementioned courses of study.

By way of example of the operation of the foregoing, a permanent regular member of the Police Department who has achieved an Associate Degree or Baccalaureate Degree in any of the courses

Schedule B continued:

of study noted above will receive payment for the credit hours earned under the formula contained in this Schedule. In addition, credit hours earned beyond the Associate Degree in any of the aforementioned courses of study will also be paid for under the applicable formula.