

#1788

AGREEMENT

BETWEEN

TOWNSHIP OF SOUTH ORANGE VILLAGE

AND

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 12

---

JANUARY 1, 1996 THROUGH DECEMBER 31, 1999

---

LAW OFFICES:

MATTHEWS WHITE & FISCHER  
163 Madison Avenue  
Morristown, New Jersey 07962  
(201) 644-2200

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE.....	1
ARTICLE I	RECOGNITION.....	2
ARTICLE II	DISCRIMINATION AND COERCION.....	3
ARTICLE III	COLLECTIVE BARGAINING PROCEDURES CONDUCTING PBA BUSINESS ON VILLAGE'S TIME.....	4
ARTICLE IV	CHECK-OFF AND PBA ACTIVITY.....	7
ARTICLE V	RETENTION OF BENEFITS.....	9
ARTICLE VI	HOURS OF WORK.....	10
ARTICLE VII	OVERTIME.....	11
ARTICLE VIII	WAGES.....	12
ARTICLE IX	PAYROLL.....	14
ARTICLE X	LONGEVITY.....	15
ARTICLE XI	PENSIONS.....	16
ARTICLE XII	DEATH IN FAMILY.....	17
ARTICLE XIII	DEATH OF POLICE OFFICER.....	18
ARTICLE XIV	SPECIAL ESTATE BENEFITS FOR POLICE OFFICER KILLED IN THE LINE OF DUTY.....	19
ARTICLE XV	VACATIONS.....	20
ARTICLE XVI	HOLIDAYS.....	22
ARTICLE XVII	CLOTHING ALLOWANCE.....	23

ARTICLE XVIII	HOSPITAL AND MEDICAL INSURANCE.....	25
ARTICLE XIX	REIMBURSEMENT FOR EXPENSES.....	26
ARTICLE XX	MISCELLANEOUS.....	28
ARTICLE XXI	GRIEVANCE PROCEDURE.....	31
ARTICLE XXII	ARBITRATION.....	36
ARTICLE XXIII	SAVINGS CLAUSE.....	37
ARTICLE XXIV	FALSE ARREST AND LIABILITY INSURANCE.....	38
ARTICLE XXV	MANAGEMENT RIGHTS.....	39
ARTICLE XXVI	RULES AND REGULATIONS.....	40
ARTICLE XXVII	SICK LEAVE.....	42
ARTICLE XXVIII	RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT.....	44
ARTICLE XXIX	AWARDS PROGRAM.....	45
ARTICLE XXX	SUSPENDED DISCIPLINE OR DISCHARGE WITHOUT JUST CAUSE.....	46
ARTICLE XXXI	DURATION.....	47
ARTICLE XXXII	TRAINING.....	48
ARTICLE XXXIII	SUPERIORITY OF STATE LAW.....	49

PREAMBLE

THIS AGREEMENT, made this        day of        , 1996 by and between the Township of South Orange Village, a Municipal Corporation of New Jersey, hereinafter referred to as the "Village," and Policemen's Benevolent Association, Local No. 12, hereinafter referred to as the "PBA," is designed to maintain and promote a harmonious relationship between the Village and such of its employees who are within the provisions of this Agreement, in order that more efficient, productive, and progressive public service may be rendered.



ARTICLE I

RECOGNITION

1. The Village hereby recognizes the PBA as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all patrolmen of the South Orange Police force, excluding superior officers holding the rank of Sergeant and above.

2. Unless otherwise indicated, the term "patrol officer," "employee" or "employees" when used in this Agreement refer to all persons represented by the PBA in the above defined negotiating unit, excluding civilian dispatchers, school guards and meter maids.

ARTICLE II

DISCRIMINATION AND COERCION

The Village will continue its policy that there shall be no discrimination, intimidation or coercion by the Village or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce employees into membership. Neither the Village nor the PBA shall discriminate against any employee because of sex, age, race, color, national origin or political affiliation.

ARTICLE III

COLLECTIVE BARGAINING PROCEDURES  
CONDUCTING PBA BUSINESS ON VILLAGE'S TIME

1. Collective bargaining with respect to rates of pay, hours of work or other terms and conditions of employment shall be conducted by the duly authorized bargaining agent of the PBA and the Village, unless a specific written document is filed in accordance with law, designating other parties as duly authorized bargaining agents.

2. Meetings of the collective bargaining agents for the parties may be requested by either party at any time. Once requested, meetings shall be held at a time and place mutually convenient to both parties. At such collective bargaining meetings each party shall be represented by one agent who shall be designated as the chief negotiator. Said chief negotiator may be accompanied by no more than four additional representatives of each party. Such additional representatives shall be entitled to observe and participate in the negotiating session. The PBA does hereby designate as its chief negotiator its president who shall be accompanied, if desired, by its vice-president, the delegate of



the Association to the State PBA, and a representative of the detectives.

3. The Village shall grant time off without loss of pay to the president of the PBA and legislative delegate to the New Jersey Policemen's Benevolent Association, or their designees so as to enable said persons to attend regularly scheduled meetings of the New Jersey State Policemen's Benevolent Association, the Essex County Conference of Local PBA's, the South Orange PBA, the State Policemen's Benevolent Association's mini-convention and to conduct other PBA business and attend other PBA functions which require their attendance.

The conduct of such business shall not occur if its occurrence will in any way diminish the effectiveness of the Police Force or require the recall of off-duty police officers to bring the Force to its proper effectiveness. It is a further requirement of this section that any person seeking to attend such an event shall give 48 hours' advance written notice to the Police Director of his or her intention to attend said event.

4. The President of the PBA or designee shall be granted time off, without loss of pay, and shall be supplied with the use of a South Orange Police vehicle to attend in official capacity as



representative of the South Orange Police Force, funerals held in New Jersey for police officers who have given their lives in the line of duty. The President of the PBA or designee shall be allowed to attend funerals outside the State of New Jersey for police officers who have given their lives in the line of duty, but they must first obtain permission from the Police Director.

5. The Village agrees that it will grant leaves of absence with pay to four members of the PBA to attend and serve as delegates to the State Convention of the Association during the calendar year. It is understood and agreed that the extent of leave shall be limited to five days per delegate.

6. The Village shall permit members of the PBA grievance committee (which shall consist of four members) to conduct the business of the committee, i.e., conferring with employees and the Village on specific grievances in accordance with the grievance procedures set forth herein during duty hours of the members without loss of pay. It is understood and agreed that the conduct of such business shall not diminish the effectiveness of the Police Force or require the recall of off-duty police officers to bring the Force to its proper effectiveness.

ARTICLE IV

CHECK-OFF AND PBA ACTIVITY

1. The Village agrees to deduct membership dues of \$60.00, twice a year in the third payroll occurring in said month, from the pay of those employees who individually and voluntarily request in writing that such deductions be made. The request shall be made through the use of a form agreed upon between the Village and the PBA. The amounts to be deducted shall be certified to the Village by the Treasurer of the PBA, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the PBA.

2. A consent form authorizing such deduction once executed and delivered to the Village shall remain effective so long as the member remains a member of the PBA and until said consent form shall be revoked. Revocation shall be in writing signed by the employee and shall not be effective until filed with the Village and the PBA. When filed, the revocation notice shall be effective to halt deductions as of the January 1st or July 1st which next succeeds the date on which the notice of revocation is filed with the Village. The notice of revocation shall be deemed filed as of



the date when such notice is received by certified mail, return receipt requested to the Village Clerk on behalf of the PBA.

3. The PBA agrees to indemnify and hold the Village harmless from any causes of action, claims, loss or damage incurred as a result of this article.



ARTICLE V

RETENTION OF BENEFITS

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

ARTICLE VI

HOURS OF WORK

1. Work schedule - Members of the Force shall work in accordance with the schedule which shall be posted by the Police Director or the duly appointed designee on a monthly basis, subject to the needs of the Force. The present policy to use seniority in shift assignments shall continue consistent with the efficient operation of the Force.

ARTICLE VII

OVERTIME

1. In the event employees are called in to duty on other than their scheduled tour of duty, they shall be paid for all time worked during such period, for a minimum of four (4) hours at the rate of time and one-half (1 1/2), regardless of the number of hours actually worked. If employees are obligated to continue on duty for more than a half-hour after their ordinary tour of duty ends, they will be paid for the time actually worked at the rate of time and one-half (1 1/2).

2. A published overtime list of all police officers shall be maintained by the Captain of the Uniformed Patrol Division. Overtime shall be offered to each patrolman as his turn arises. The list shall be kept in order of seniority. If the police officer refuses overtime without a valid reason, he or she shall forfeit his or her turn and not be eligible again until the next turn.



ARTICLE VIII

WAGES

1. The parties recognize the need for continued high quality service to the community, and the parties agree to cooperate with each other to provide this service. The PBA and each Police Officer will maintain and wherever reasonably possible increase their level of productivity and thereby continue to improve services to the community. The Village agrees to cooperate with PBA to accomplish this objective. In recognition of this pledge of continued high service and improved productivity, the annual basic wage for employees currently employed by the Village for each of the classifications shown for the period designated shall be as follows:

PATROL OFFICERS HIRED PRIOR TO 1/1/96

	<u>3%</u> <u>1/1/96</u>	<u>3%</u> <u>7/1/96</u>	<u>3%</u> <u>1/1/97</u>	<u>3%</u> <u>7/1/97</u>	<u>3%</u> <u>1/1/98</u>	<u>3%</u> <u>1/1/99</u>
STEP 1	34,221	35,248	36,305	37,394	38,516	39,671
STEP 2	39,064	40,236	41,443	42,686	43,967	45,286
STEP 3	40,279	41,487	42,732	44,014	45,334	46,694
STEP 4	48,751	50,214	51,720	53,272	54,870	56,516

PATROL OFFICERS HIRED AFTER TO 1/1/96

	3% <u>1/1/96</u>	3% <u>7/1/96</u>	3% <u>1/1/97</u>	3% <u>7/1/97</u>	3% <u>1/1/98</u>	3% <u>1/1/99</u>
STEP 1	24,000	24,000	24,000	24,000	24,000	24,000
STEP 2	28,950	29,243	29,544	29,855	30,174	30,503
STEP 3	33,900	34,486	35,088	35,710	36,348	37,006
STEP 4	38,850	39,729	40,632	41,565	42,522	43,509
STEP 5	43,800	44,972	46,176	47,420	48,696	50,012
STEP 6	48,751	50,214	51,720	53,272	54,870	56,516

3. A police officer who serves as a detective shall receive the regular salary which is called for under this agreement plus an increment as follows:

Patrol Officers - \$1,400 per annum

The increment shall be paid in four equal installments-One installment shall be paid with the first pay received in January, April, July and October.



ARTICLE IX

PAYROLL

Employees shall be paid bi-weekly, and all overtime, wherever possible, shall be paid no later than the second payday after the overtime is earned.



ARTICLE X

LONGEVITY

1. Employees shall be paid, in addition to their current annual base salary, an annual longevity increment based upon their years of continuous employment in the Village of South Orange in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>INCREMENT OF ANNUAL WAGES</u>
Upon completion of 5 yrs of service	2%
Upon completion of 10 yrs of service	4%
Upon completion of 15 yrs of service	6%
Upon completion of 20 yrs of service	8%
Upon completion of 24 yrs of service	10%

2. All longevity amounts owed for the calendar year shall be paid in a lump sum as part of the pay received by the Employee in December prior to Christmas. The payment shall be calculated on a pro rata basis to account for any changes which have occurred as a result of the Employee's anniversary date occurring during the year.

3. In computing overtime pay which may become due to a police officer, only the annual base salary shall be used.

ARTICLE XI

PENSIONS

The Village shall continue to provide pension and retirement benefits to employees covered by this Agreement under the Police and Firemen's Retirement System pursuant to the Provisions of the statutes and laws of the State of New Jersey.

ARTICLE XII

DEATH IN FAMILY

Employees shall be granted up to four (4) calendar days' leave with pay commencing with the day of death of a member of their immediate family. Immediate family shall include spouse, children, parents of employee or spouse, grandparents, brothers, and sisters. In the event of the death of the grandparents, brothers or sisters of the employee's spouse, the employee shall be granted up to two (2) calendar days leave with pay commencing with the day of death of the identified persons.



ARTICLE XIII

DEATH OF POLICE OFFICER

In the event of death, the police officer's estate shall receive, pro-rated to the date of death, the following items: earned salary, holiday pay, longevity pay, unutilized vacation time, unpaid clothing allowance and other monetary benefits provided under this Agreement.

ARTICLE XIV

SPECIAL ESTATE BENEFITS FOR POLICE  
OFFICER KILLED IN THE LINE OF DUTY

All hospitalization and major medical insurance coverage shall be continued for spouses and dependents of officers killed in the line of duty. Upon remarriage, the spouse shall no longer be entitled to such coverage. Upon reaching the age of majority, or upon adoption by any person, dependents shall no longer be entitled to such coverage. The Village shall have the right to periodically request proof of the fact that the spouse has not, in fact, remarried.

ARTICLE XV

VACATIONS

Vacations shall be as follows:

<u>Years of Service</u>	<u>Working Days</u>
0-1 year	1 day per month plus 1 day for each six months
1-3 years	17 days per year
4-5 years	20 days per year
6-10 years	23 days per year
11-15 years	26 days per year
16-20 years	29 days per year
21 or more years	32 days per year

The day after Thanksgiving is to be regarded as an additional vacation day. This day shall be received by each employee covered by this agreement through the employee's utilization of a compensatory day off which shall be paid for at said employee's respective straight time rate of pay. Said compensatory day off shall be non-cumulative from year-to-year.

Vacations shall be scheduled by the Police Director of a duly appointed designee throughout the calendar year consistent with the efficient operation of the Force. All requests for vacation shall be submitted by each employee on or before March 15th. The Police Director or his designee shall post the vacation schedule



by April 15th. Wherever possible, requests by 2 or more employees for the same vacation period shall be decided on a seniority basis. Once a junior employee's vacation request has been granted and posted on the vacation schedule, the seniority of another employee may not be used to displace said junior employee or to change the schedule. There shall be no more than two police officers and one Superior Officer per squad on vacation at any one time. Upon one (1) week's written notice to the Police Director or a duly appointed designee, employees may request a single day off chargeable to their vacation, limited to a maximum of six (6) days a year. Vacations may be taken in three (3) separate periods during the calendar year. If employees elect to take these individual days off, their remaining vacation time will be limited to two (2) separate periods.

ARTICLE XVI

HOLIDAYS

Section 1. There shall be thirteen (13) recognized holidays paid at eight (8) hours straight-time under this Agreement.

Compensation for the holidays shall be paid as follows: one amount representing 7 holidays shall be paid on the last payday in June. One amount representing 6 holidays shall be paid on the last payday in December prior to Christmas Day.

The thirteen (13) recognized holidays are:

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

Section 2. Employees who are serving in their 23rd year or who are serving in any year beyond that number shall, for pension purposes, have the Holiday Pay computed as an additional portion of their Base Pay. It is understood that this is solely for pension purposes and is not meant to affect any other rights which employees have which are determined by referenced to Base Pay.



ARTICLE XVII

CLOTHING ALLOWANCE

Section 1. Employees of the Police Force covered by this Agreement shall receive a clothing allowance of \$525.00 per year.

This allowance is meant to supply funds so that employees will be able to provide appropriate replacement for clothing and equipment issued by the Village which because of age or condition needs to be replaced. All clothing purchased by said employees shall conform to the current uniform policy of the Force. The present policy of daily inspections in the Police Force shall be continued.

Section 2. A cleaning and maintenance allowance shall be granted to each employee covered by this Agreement in the amount of \$275.00 per year.

Section 3. The clothing and maintenance allowance set forth above shall be payable as follows: \$525.00 on the first pay day in April and \$275.00 on the first pay day in August.

Any employee who resigns or is discharged for cause shall be entitled to receive only the pro rata equivalent of the clothing



and maintenance allowance based upon his or her length of service from January 1st to the date of discharge.

Section 4. New hires shall not receive the aforesaid clothing allowance in the year of hire. New hires shall during said year be issued full uniforms by the Village which include: blouse, two trousers, four shirts (winter), four shirts (summer), one tie, two hats, one nylon jacket, one leather jacket, one raincoat, one pair rain boots, one pair shoes, one rain cover for hat, one leather belt, one gun holder belt, and one pair gloves. In the event new hires fail to complete their probation, the clothing originally issued will be returned to the Village in good condition, with reasonable wear and tear expected.

Section 5. All officers are expected to maintain full and proper uniforms regardless of their assignment and all officers are provided with full uniform replacement and maintenance allowances regardless of their assignments.

Section 6. Clothes or other equipment destroyed in the line of duty shall be replaced by the Village at no cost to the employees.

ARTICLE XVIII

HOSPITAL AND MEDICAL INSURANCE

All employees of the Police Force covered by this Agreement and eligible members of their families shall be entitled to full coverage of Blue Cross-Blue Shield, Rider J and Major Medical Insurance as provided in the State Health Plan.

The Village shall also supply a Dental Insurance Plan which provides both preventive and diagnostic services, as well as orthodontic benefits. It is understood and agreed that said Dental Service Plan is one which provides for co-payment of certain items by the employees, all as set forth in a complete description of said contract. It is understood and agreed that the Village reserves the right, with regard to any of the hospital, medical or dental insurance described hereunder, to supply comparable insurance in lieu of the coverage set herein. It is understood that the premiums for these benefits shall be paid for by the Village, but the obligations of the Village shall not include the obligation to pay that portion of the dental program which is the responsibility of the participating employee or his family.



ARTICLE XIX

REIMBURSEMENT FOR EXPENSES

Section 1.

(a) Meals which the Village is obligated to provide shall be paid for or reimbursed by the Village at the rate of \$4.50 per meal.

(b) Mileage - In the event a member of the Force uses his own vehicle for transportation for official assignment, mileage shall be computed to and from South Orange Police Headquarters at the rate of \$.20 per mile.

(c) Schools - Members of the Department who are authorized to attend a Police Academy or any other institution shall be paid for meals and mileage if not provided by the Academy or institution.

(d) Court appearance - If the Police Director does not provide transportation and it is not practical to eat at home, meals and mileage expenses shall be paid to all off-duty members of the Force while attending all courts (other than civil court unless it involves official duties) or administrative hearings out of the Village.



(e) Other Assignments - Meals and mileage shall also be paid to any member of the Department when on any official assignment for the Force when an official car is not available and/or when it is not practical for the member of the Department to eat at home.

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

#### Section 2.

Members of the Department shall be compensated for court appearances during off-duty hours made in connection with their official duties in criminal matters, civil actions, administrative hearings, or when directed to appear on behalf of the Village of South Orange by the Police Director or by Village Counsel. Overtime compensation under this section shall be at the rate of time and one-half (1-1/2) for all hours actually worked calculated to and from Police Headquarters or four (4) hours, whichever is greater.

ARTICLE XX

MISCELLANEOUS

Section 1. Inspection of Files. The Village agrees to permit each member of the Police Force covered by this Agreement full inspection and examination without restriction of their personnel file at least once during each calendar year, provided a written request is made for the exercise of such right by the employee. The inspection shall take place in a private place provided by the Village at reasonable hours during the day. The Village may require that such inspection and examination take place in the presence of the Police Director or designee. The employee may, at his/her option have any person including an attorney at law present during such inspection. Nothing shall be added to an employee's personnel file without notification to both parties. The employee shall be permitted to copy all or part of statements, writings or information contained in the personnel file but nothing shall be added or removed during said examination. Nothing shall be removed or added after the examination of the file by any police officer except on notice to said police officer or as otherwise provided in this Agreement. Each police officer



affected shall be given the opportunity to answer any allegations contained in a letter of communication or complaint. The answer shall be affixed to said letter of communication or complaint and kept together with same in the personnel file of said officer. If as a result of the filing of said letter of communication or complaint, an investigation is conducted and the complaint is found to be unwarranted, a letter so stating shall be sent to the complainant with a copy to the officer complained of. A copy of said letter shall be placed in the file. If criminal charges are filed against an officer covered by this Agreement and the charge arises out of the performance of duties in behalf of the South Orange Police Department and such criminal charges result in a nolle prosequi or in a finding of not guilty, than the Village shall at the request of the officer undertake to have the record of the police officer expunged. There shall be no cost to the officer for legal services associated with such expungement proceedings.

Section 2. Seniority. Seniority is defined to mean the uninterrupted length of accumulated service of each police officer covered by this Agreement computed from the last date of hire. A



police officer's length of service shall not be reduced by the time lost due to sickness or authorized leave of absence.

Section 3. Communications. A copy of all orders issued by the Police Director or a duly designated representative pertaining to terms and conditions of employment of the employees covered by this Agreement shall be given to the President of the P.B.A.

Section 4. Terminal Leave. Employees covered by this Agreement shall be entitled upon retirement to terminal leave of thirty (30) days.

Section 5. Acting Capacity Pay. All employees actually employed in an acting capacity in a higher paying position shall receive the pay for that position while so employed.

ARTICLE XXI

GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed:

Section 2. Complaints may be initiated by an individual employee to the immediate superior in question. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized P.B.A. representative.

Section 3. When the P.B.A. wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

Step 1 - The President of the P.B.A. or a duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Director or a duly designated representative. All grievances shall be raised promptly. If no grievance is raised within forty-five (45) days

from the date of the occurrence giving rise to the grievance, said grievance shall be deemed to have been abandoned. The Police Director shall answer the grievance orally within forty-eight (48) hours from the time it is presented.

Step 2 - If the grievance is not resolved at Step 1 above, or no answer has been received by the P.B.A. within the time set forth in Step 1, then the P.B.A. shall, if it wishes, refer the grievance to the Village Administrator or a designee. Such reference shall be made within seven (7) days from the receipt of the response under Step 1. If no grievance is forwarded within said time period, then the grievance shall be deemed to have been abandoned. The Village Administrator or a designee shall either answer the grievance in writing within twenty-one (21) days after receipt of the grievance setting forth the position of the Village, or at the option of the Administrator, shall convene a hearing to hear the details of the grievance and to have evidence presented. The Administrator shall schedule such hearing within thirty (30) days of the date when the grievance was referred to him and if a hearing is held, shall deliver a decision within seven (7) days after the holding of the hearing.



Step 3 - If the grievance is not resolved at Step 2, then the PBA may refer the grievance to the Board of Trustees of the Village for determination. The PBA shall refer the matter to the Board of Trustees within seven (7) days after receipt of the response of the Village Administrator under Step 2. The Board of Trustees shall answer the grievance, in writing, within thirty (30) days of the date of the receipt of the grievance. The answer shall set forth the position of the Village.

Step 4 - If within two (2) weeks of the transmittal of the written answer of the Board of Trustees, the grievance is not settled to the satisfaction of the P.B.A., it may, within twenty (20) days, request that the grievance be submitted to arbitration as hereinafter set forth. It is understood and agreed however, that if the aggrieved party elects to pursue civil service procedures pursuant to the Statutes of the State of New Jersey, then no arbitration proceedings may be held and arbitration shall have been deemed to have been waived pursuant to the provisions of the Civil Service Law, the Rules and Regulations and procedures established thereunder. If the grievance is submitted to arbitration, then it is understood and agreed that all rights

granted to the aggrieved party under the civil service procedures are waived.

Section 4. Nothing contained in this Article shall prevent any member of the P.B.A. from presenting his/her own grievance and representing himself/herself, provided notification of all meetings, steps and grievance answers are given to the P.B.A. and the P.B.A. is given the opportunity to be present at all steps of the grievance procedure. It is also understood and agreed that any step of this grievance procedure may be waived by mutual agreement of the parties. It is also understood that if the Village fails to meet or answer any grievance within any prescribed time limit as hereinbefore provided, such failure shall be deemed a final decision adverse to the position of the grievant and such grievance may then be processed by the P.B.A. to the next step.

Section 5. The Village may initiate a grievance procedure by filing such claim directly with the P.B.A. Within ten (10) days after the filing of such claim or such further date as the parties may agree to, a meeting shall be held between the representatives of the Village and the P.B.A. At such meeting, the parties shall make an earnest effort to adjust the difference between the

parties. In the event no such adjustment has been made, then the Village may, if it wishes, file for arbitration in accordance with the provisions of the next Article.



ARTICLE XXII

ARBITRATION

Section 1. If a grievance is not settled under Article XXI, such grievance shall, at the request of the P.B.A. or the Village, be referred to the New Jersey Public Employment Relations Commission for the selection of a Arbitrator in accordance with its rules.

Section 2. The decisions of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

Section 3. The Arbitrator appointed under the above procedure shall interpret the provisions of this Agreement, but shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

ARTICLE XXIII

SAVINGS CLAUSE

Section 1. It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any such provisions are so invalid, the Village and the P.B.A. will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXIV

FALSE ARREST AND LIABILITY INSURANCE

The Village will carry Police Professional Liability Insurance covering each police officer for liability he may incur while acting in the performance of his duties in limits of \$100,000.00 to each person, \$300,000.00 to each incident and \$500,000.00 in the aggregate. In addition, when a member of the Police Force is made a defendant in any suit or other legal proceedings arising out of the performance of Police duties, the Village will provide the employee with competent specialized counsel to defend such suit or legal proceedings and shall reimburse the employee for his out-of-pocket expenses incurred in defending such litigation.



ARTICLE XXV

MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole and exclusive right to conduct the Village's business, to manage and direct the affairs of the Police Force, to fulfill its lawful obligations and that all management rights repose in it.

It is further agreed and understood that all rights of management are retained by the Village unless otherwise specifically restricted by the Agreement. These rights shall include, but shall not be limited to, the right to:

(a) Direct, supervise and otherwise manage the employees, to maximize efficiency and to take all reasonable steps to improve productivity of the Department;

(b) Hire, promote, transfer and assign;

(c) Suspend, demote, discharge or take other disciplinary action for good and just cause.

ARTICLE XXVI

RULES AND REGULATIONS

The present rules and regulations in connection with the operation of the Police Force and maintenance of discipline will remain in effect subject to future change. A copy of the rules and regulations presently in effect shall be given, if not previously so provided, to all present employees. The Village, through the Police Director may establish and enforce reasonable and just rules and regulations in connection with its operation of the Police Force and maintenance of discipline; provided, however, the Village will meet and confer with the P.B.A. concerning any change in existing rules. A copy of any change shall be given to all employees.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction, or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the future provision

that such employee or employees may file a grievance challenging the rule, regulation, or order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in this Agreement.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the Village shall have the right at its option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to file a grievance challenging the suspension or discharge. This shall not operate as a stay of the suspension or discharge.



ARTICLE XXVII

SICK LEAVE

Section 1. Sick leave shall be granted to each employee up to one (1) year provided there shall be medical certification that the employee is unable to work. The Village reserves the right to have a physician of its own choice examine the employee to determine fitness for duty.

Section 2. Any employee who is injured in an accident arising out of or in the course of employment who is temporarily unable to work as a result thereof, shall not be deemed to be sick and no limitation shall be imposed. The employee shall receive this periodic paycheck from the Employer and shall remit to the Village any payments received by the employee as Worker's Compensation, during the period of his absence as a result of the injury. The Village reserves the right to have a physician of its own choice examine the employee to determine fitness for duty.

Section 3. In the event that an employee is out of work due to illness or a series of illnesses for a period of over one (1) year, an application may be made to the Board of Trustees of the Village for special consideration due to mitigating circumstances.

If the Board of Trustees in their sole discretion, find sufficient reasons present, they may direct that the employee continue to be paid.

ARTICLE XXVIII

RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

Section 1. It is recognized that the need for continued and uninterrupted operation of the Village's departments and agencies is of paramount importance to the citizens of the community and that there should be not interference with such operations.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, it is agreed that the P.B.A., its officers, members, agents, or principals will not engage in strikes, slowdowns, mass resignations, mass absenteeism or other similar actions which involve suspension of or interference with normal work performance. The Employer agrees not to lockout any employee covered by this Agreement.

Section 2. The Village shall have the right to discipline or discharge any employee participating in any prohibited activity set forth in Section 1 of this Article.



ARTICLE XXIX

AWARDS PROGRAM

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

ARTICLE XXX

SUSPENDED DISCIPLINE OR DISCHARGE WITHOUT JUST CAUSE

An employee's pay shall not be suspended without a proper hearing except where such suspension is based upon intoxication, striking a superior officer or as otherwise noted in this contract. For purposes of computing the periods of suspension, a police officer may if it is approved by the Police Director, use accumulated leave time including vacation days and time-off.

ARTICLE XXXI

DURATION

This Agreement shall become effective at 12:00 a.m. on January 1, 1996 and shall terminate at 11:59 p.m. on December 31, 1999.



ARTICLE XXXII

TRAINING

All mandatory firearms training shall be taken on the employees' own time. All other training which is requested by the Force for off-duty employees shall be paid for by the Village as overtime.

ARTICLE XXXIII

SUPERIORITY OF STATE LAW

Where any item which is involved in the relationship between the Village and the members of the Police Force is not covered or alluded to in this Agreement, it is understood and agreed that those relationships are governed by the Statutes of the State of New Jersey in such case made and provided. Should the matter at issue involve the terms and conditions of employment, then it is understood that the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq. shall apply.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year stated at the head of this Agreement.

ATTEST:

TOWNSHIP OF SOUTH ORANGE VILLAGE

BY: *Barbara Sacks*

BY: *[Signature]*

ATTEST:

POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL NO. 12

BY: *Paul Lipin*

BY: *Hugh Ames*

DATED: 6/19/96





STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION

CN 429  
TRENTON, NEW JERSEY 08625-0429

RECEIVED  
JUN 12 A 9:50

DEPARTMENT OF TREASURY

ADMINISTRATION/LEGAL  
(609) 292-9830  
CONCILIATION/ARBITRATION  
(609) 292-9898  
UNFAIR PRACTICE/REPRESENTATION  
(609) 292-8780

*For Courier Delivery*  
495 WEST STATE STREET  
TRENTON, NEW JERSEY 08625

FAX: (609) 777-0089

Dear Public Employer:

Section 8.2 of the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 *et seq.*, provides, in part, that:

"Public employers shall file with the commission a copy of any contracts it has negotiated with public employee representatives following consummation of negotiations."

The Commission has determined that the School of Management and Labor Relations Library at Rutgers University is best equipped to collect and maintain a file of contracts and make them available for research purposes. Accordingly, if you have not already done so, you are hereby requested to forward all current and future contracts to the address below:

Public Sector Librarian  
School of Management and Labor Relations Library  
Rutgers, The State University  
Ryders Lane & Clifton Avenue  
New Brunswick, NJ 08903

In addition to satisfying the statutory provision by filing promptly, you will assist the Commission, researchers and the public in the area of public sector labor relations. These contracts and other research materials are available for your use at the SMLR Library.

Thank you for your consideration and attention to this request. If you have any questions regarding this letter or any research matter, please call the SMLR Library at (908) 932-9513.

Very truly yours,

James W. Mastriani  
Chairman

*95-96 Contract signed  
6/14/96 attached.*