

A G R E E M E N T

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

MAY 12 1994

Between The

RUTGERS UNIVERSITY

BOROUGH OF WALDWICK

And The

PBA LOCAL NO. 217, WALDWICK, NEW JERSEY

JANUARY 1, 1993 Through DECEMBER 31, 1995

LAW OFFICES:

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ARTICLE I

TERM OF AGREEMENT

This Agreement shall be in force from January 1, 1993 through December 31, 1995. All provisions shall remain in full force and effect until a new contract is executed, except as otherwise herein provided.

THIS AGREEMENT made this _____ day of _____,
1994 by and between

THE BOROUGH OF WALDWICK, a municipal corporation of the State of New Jersey, in the County of Bergen (hereinafter referred to as the "Borough"); and

PBA LOCAL NO. 217, Waldwick, New Jersey (hereinafter referred to as the "PBA").

WHEREAS, the parties have conducted negotiations through their respective representatives concerning the terms and conditions of employment for Employees of the Borough covered hereby, such negotiations having been conducted in good faith for the purpose of reaching an agreement in order to continue to cooperate and maintain the mutually satisfactory conditions of employment and the harmonious relationship heretofore existing, all parties desiring to make every effort to maintain such atmosphere; and,

WHEREAS, the parties have reached an agreement to cover the period from January 1, 1993 through December 31, 1995;

NOW, THEREFORE, in consideration of the promises and covenants contained herein the parties hereby agree as follows:

ARTICLE III

WAGES

Section 1: Base salaries for employees covered by this Agreement shall be as set forth on Schedule A attached.

ARTICLE II

RECOGNITION AND UNION RIGHTS

Section 1: The Employer hereby recognizes the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 217 as the sole and exclusive bargaining agent (representative) for all full-time Police Officers, with the exception of the Chief of Police.

Section 2: Collective negotiations with respect to rates of pay, hours of work, and other conditions of employment and bargainable issues shall be conducted by the duly authorized negotiating committee of each of the parties. The Local's labor agreement negotiating committee shall consist of no more than five (5) persons and no more than two (2) Employees shall be permitted to attend regularly scheduled negotiating sessions without loss of pay. No other payment will be made to the Local's representatives for or in connection with the said negotiating sessions.

Section 3: On such days that the State PBA Delegate of the Local attends a regularly scheduled meeting of the State PBA, he shall be excused from duty, without loss of pay, in the event that such meeting takes place on a day he is assigned to duty. The parties shall use their best efforts to alleviate the cost of overtime through the scheduling of Employees for duty when the PBA Delegate attends a regularly scheduled meeting pursuant thereto.

Section 4:

In the computation of overtime for each day, time shall be rounded to full hours by counting as a full hour a portion of an hour in excess of twenty (20) minutes and disregarding a period of twenty (20) minutes or less; provided, however, a covered Employee shall be paid for a minimum of two (2) hours at the overtime rate when court appearance is required other than during his regular duty hours. Consecutive court appearances on the same day shall be considered as one (1) continuous appearance in computing overtime.

ARTICLE IV

OVERTIME

Section 1:

Overtime for covered personnel shall be at the rate of time and one-half (1½) for all overtime computed on the basis of time in excess of eight (8) hours per day including overtime for court appearances, including Municipal Court and Grand Jury, in or required by the County, State and Federal Court.

Section 2:

When an Employee covered under this Agreement shall be required to travel to and from any of the court or administrative bodies, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled. Provided, however, that such travel time shall be computed between the Borough of Waldwick and the pertinent court or administrative body, except that there shall be no overtime computation or payment for travel time when the pertinent court or administrative body is within five (5) miles of the Borough of Waldwick.

Section 3:

Whenever a court appearance is canceled on less than twelve (12) hours notice then the effected employee(s) shall receive two (2) hours of overtime compensation for each such event.

ARTICLE VI

VACATIONS AND PERSONAL DAY

Section 1: All covered personnel are entitled to one (1) working day's vacation per month up to one (1) year of service; thereafter, vacation days shall be in accordance with the following schedule:

One (1) Year, but less than Seven (7) Years	-	12 Working Days
Seven (7) Years, but less than Fifteen (15) Years	-	18 Working Days
Fifteen (15) Years or More	-	24 Working Days

Holidays falling within a vacation period shall not be counted as vacation days.

An Employee may accumulate vacation time earned during the previous year and may be taken in tandem with vacation time earned in the following year only.

If an Employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post-hospitalization period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

To the extent possible, the choice of which vacations each Employee shall have, shall be determined by a rotating seniority schedule.

Section 2: All covered personnel shall receive one (1)

ARTICLE V

LONGEVITY

Longevity shall be paid at the rate of one (1%) percent of base pay beginning at the fifth (5th) year of service and .375% for each additional year of service up to the twenty-second (22nd) year of service. Effective with the twenty-third (23rd) year of service and thereafter, each employee shall receive a ten (10%) percent annual longevity benefit. Longevity payments shall be made to coincide with regular payments.

ARTICLE VII

HOLIDAYS

Section 1: All covered personnel are entitled to the following paid holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Friday Following Thanksgiving
Labor Day	Christmas Day
Easter Sunday	

Section 2: All covered personnel shall have the option of applying any three (3) of their holidays as personal leave days, which may be taken at their discretion.

Section 3: Employees who are scheduled to and who work on a holiday shall, in addition, receive an additional day off for each such day. There shall be no limit on these number of days.

Section 4: To the extent possible, the choice of which holidays each Employee shall be off duty and the selection of additional days off, as hereinabove set forth, shall be determined by a rotating seniority schedule. The said additional days off shall be without any financial impact on the Borough and the

personal day in addition to current vacation and holiday entitlement. Requests will be assigned on a first come first serve basis. Employees may use this day at their discretion. The personal day may not be taken on any of the following days:

1. New Year's Eve
2. New Year's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Eve
8. Christmas Day

If the maximum allowable Employees are on vacation, only one Employee at a time can take a personal day. No roll over to the following year of personal days is permitted.

ARTICLE VIII

HOSPITALIZATION

Section 1: The Borough shall continue to pay the full cost of all insurance premiums, including the additional cost for family policies as heretofore provided.

Section 2: The Borough shall maintain the dental program implemented January 1, 1985 with benefits equivalent to that provided under New Jersey Dental Plan II-B. Single Employees shall pay One (\$1.00) Dollar per week and Employees with families of two (2) or more persons shall pay Two (\$2.00) Dollars per week, if they elect coverage, towards the cost of the dental program. If available, an orthodontic rider may be purchased by a covered Employee for his family at his own expense. The Borough retains the right to change carriers provided the level of benefits remain the same.

selection thereof shall at all times be subject to the scheduling and manning requirements of the Department as determined by the Chief.

Section 5: In addition to the holidays set forth in Section 1, all Employees shall be entitled to such additional holidays as may be granted to other Borough Employees through official action of the Mayor and Council, except that such additional holidays shall not include emergency days off or time off due to weather conditions or other emergencies which may arise.

ARTICLE X

SICK LEAVE

All permanent, full time Employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in each calendar thereafter which shall accumulate from year to year.

An Employee absent on sick leave shall submit acceptable medical evidence substantiating the illness, if requested by the Borough.

All covered personnel shall be entitled to a credit of unused accumulated sick leave time at the time of retirement, provided, however, that no Employee shall be given credit for accumulated sick leave beyond one hundred thirty (130) working days. All Employees hired after January 1, 1987 shall only be entitled to accumulate sixty-five (65) working days in sick leave time.

All covered personnel may request approval of the Borough to terminate work and to continue to be compensated during the length of time equal to accrued vacation time and/or up to one hundred thirty (130) days accrued sick leave with pay. All Employees hired after January 1, 1987 shall only be entitled to request approval of the Borough to terminate work and to continue to be compensated during the length of time equal to accrued vacation time and/or up to sixty-five (65) days accrued sick leave with pay.

Notwithstanding the foregoing, if a member is entitled to a

ARTICLE IX

BEREAVEMENT LEAVE

Section 1.

All permanent, full time Employees covered by this Agreement shall be entitled to three (3) days' leave with pay upon the death of a member of his immediate family. Immediate family shall include spouse, children, parents, brothers, sisters and grandparents of Employees or spouse. Such funeral leave shall not be charged against the Employee's vacation or sick leave. Such leave shall commence upon the day of death and shall end on the day of the funeral.

Section 2.

One (1) additional day of bereavement leave shall be granted to all employees covered by this Agreement and is to be taken within thirty (30) days of the death of an immediate family member for the purposes of administration of the estate and decedents affairs.

ARTICLE XI

CEREMONIAL ACTIVITIES

In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Borough shall permit, subject to approval by the Chief of Police, which shall not be unreasonably withheld, at least one (1) full-dressed, uniformed Police Officer of the Borough to participate in the funeral service(s) of said deceased Officer.

Subject to the availability of same, the Borough will permit a Borough Police vehicle to be utilized by the members in the funeral service.

Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service.

credit of unused accumulated sick leave time at the time of retirement, he may elect to receive a lump sum cash payment or severance pay equivalent to the unused accumulated sick pay up to one hundred thirty (130) days. Such option must be exercised by the member by giving written notice to the Mayor and Council on or before January 1 in the year in which the cash payment is sought. This provision shall in no way affect said member's pension rights.

The beneficiary of a deceased Employee entitled to receive unused accumulated sick pay shall have the option of receiving a lump sum payment of the cash value of the deceased Employee's unused sick leave. For the purposes of this section, beneficiary shall mean that person or persons designated as a beneficiary in the life insurance policy of the deceased Employee, issued by the Borough under Article XII of this Agreement.

Should any court ruling or administrative decision invalidate any of the preceding paragraphs, then same prospectively will be of no force and effect and will be severed from this Agreement.

ARTICLE XIII

SCHOOLING

All covered personnel shall be entitled to compensation to a maximum of Twelve Dollars and Fifty (\$12.50) Cents per annum for each credit of approved Police schooling courses earned while in the employ of the Borough of Waldwick to a maximum of one hundred twenty (120) credits for those who were members of the Department as of October 14, 1975 and thereafter, to a maximum of sixty (60) credits for any new members of the Department, provided, however, that in any course for which the additional compensation is claimed, a grade of C or better must be attained. In the event that the aforesaid provision dealing with compensation or college credits earned only while in the employ of the Borough of Waldwick is determined to be invalid, then same shall be severable from the within Agreement and considered null and void.

The Borough shall permit the covered personnel to attend such courses at the Bergen County Police and Fire Academy on Borough time to a maximum of ten (10) days per annum, without additional compensation.

ARTICLE XII

INSURANCE

Section 1.

During the term of this Agreement, the Borough agrees to provide insurance coverage for all covered personnel for life, accidental death and dismemberment in the amount of Ten Thousand (\$10,000.00) Dollars. Presently afforded coverage shall continue.

Section 2.

The Employer will indemnify all Employees covered by this Agreement from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, privileged occupancy and the invasion of civil rights. Employees covered by this Agreement shall be fully indemnified and defended by the Employer for all circumstances in which the Employee renders first aid, whether on duty or off duty.

respect to the Two-Hundred-Twenty-Five (\$225.00) Dollar amount (\$250 amount effective January 1, 1995) designated in this paragraph, a voucher shall be filed by the employee in order to obtain the Two-Hundred Twenty-Five (\$225.00) Dollar (\$250 amount effective January 1, 1995) maintenance payment however, back-up documentation will not be required for the Two-Hundred Twenty-Five (\$225.00) dollar (\$250 amount effective January 1, 1995) maintenance payment.

Section 3: In the event five (5) Police Officers obtain Emergency Medical Technician certificates, the Borough will pay each Officer One Thousand Five Hundred (\$1,500.00) Dollars per annum. The Borough will not be required to pay this allowance should less than five (5) Police Officers hold an Emergency Medical Training certificate. Payment shall not be made for days when there are less than five (5) Police Officers holding the Emergency Medical Training Certificate. To be eligible for the EMT Stipend the employee must be a member of the Waldwick Police Department and an EMT for two (2) full years.

The EMT allowance shall be handled and paid in the same manner as the college credit allowance.

During the years 1993, 1994 and 1995 the number of officers eligible to receive an allowance under this section will be determined by the submission of a list by the PBA Local No. 217 with the names of those officers who have obtained certification. If the list is not presented on or before January 1st then the

ARTICLE XIV

ALLOWANCES

SECTION 1: All Police Officers shall be entitled to a clothing allowance of up to Four hundred Fifty (\$450.00) Dollars per annum. In addition, all Police Officers shall be entitled to a uniform maintenance allowance of up to Seventy-Five (\$75.00) Dollars per annum for the year 1994. Effective January 1, 1995 the annual uniform maintenance allowance shall be One Hundred Dollars (\$100.00). Police Officers shall be entitled to purchase authorized items of clothing and equipment, as provided by the Chief of Police, from recognized and established Police uniform and equipment companies and shall be paid by the Borough up to the aforementioned amount to the vendors upon the presentation of a voucher or purchase order.

Section 2: The clothing allowance, as set forth in Section 1 above, shall be effective only during the first seven (7) years of employment. Upon completion of seven (7) years of employment, and thereafter, employees shall receive a clothing allowance of Three Hundred Dollars subject to voucher, and an additional annual sum which shall not be subject to back up documentation. For 1994 this annual sum shall be Two Hundred Twenty Five (\$225) Dollars. Effective January 1, 1995 said annual sum shall be Two Hundred Fifty (\$250) Dollars. Said undocumented amount, to employees entitled to same, shall be paid not later than the first pay of December of each year. With

ARTICLE XV

ADDITIONAL COMPENSATION FOR CERTAIN PERSONNEL

In addition to the compensation hereinabove set forth, the Borough Detective shall receive additional compensation at the rate of Five Hundred (\$500.00) Dollars annually.

amount paid by the Borough shall be prorated from the date the list is presented. In order to maintain at least five (5) certified officers, the PBA Local No. 217 may, during the course of the year, substitute members for those officers who have dropped off the list. An officer dropping off the list will no longer receive an allowance. Upon presentation of the substitute name, the substitute will receive the allowance of the dropped member, prorated from the date the substitute is added to the list. There shall be no rollover into any succeeding year of any payments made under this Section.

ARTICLE XVII

NO STRIKE PLEDGE

Neither the PBA nor its members shall engage or participate, either directly or indirectly, in strikes of any kind, slowdowns, or interruptions of work, or to jointly withhold their services from the Borough. In the event of any of the aforesaid, the PBA Local will use its best efforts to end any of the above, order it stopped and return the men to work and will immediately post notices and communications to the members that the PBA does not support such violation.

ARTICLE XVI
ON THE JOB INJURIES

Employees who are injured on the job and who are awarded temporary disability benefits by Worker's Compensation shall receive the difference between the weekly Worker's Compensation awarded and normal take-home pay. These payments shall be payable to a maximum of ninety (90) Days and shall not be charged to the Employee's sick leave.

be given to both the Administrator and the Head of the Department involved. The Department Head and the PBA representative shall meet within ten (10) working days of the receipt of the written grievance to attempt to settle the grievance. Any grievance not reduced to writing and presented to the Department Head and the Administrator within ten (10) working days of failure to settle pursuant to STEP TWO is deemed waived. A written receipt will be given by the Borough Administrator.

STEP THREE: If after completion of STEP TWO the parties have not arrived at a mutually satisfactory settlement of the grievance, then a meeting shall be arranged between a representative of the PBA, the aggrieved Employee and the Borough Administrator with the object of settling the grievance. Both parties may consult with other persons as they deem necessary. The parties shall meet within seven (7) working days of completion of STEP TWO. They may, however, by written mutual consent, extend the time to meet.

Nothing contained in this Article shall limit the right of any Employee to process his own grievance provided, however, the PBA shall be notified by the Borough of all such situations and shall have the right to be present during the same, and, further provided, that any agreement reached with any such Employee shall not violate this Agreement.

Failure to proceed within the times set forth in this Article shall be conclusively deemed a waiver of the right to grieve and the right to a determination.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A "grievance" is hereby defined as any difference or dispute between the Borough and any Employee covered by this Agreement by means of which such Employee or representative of such Employee may appeal the interpretation, application or violation of policies, agreement and administrative decisions affecting the Employees' terms and conditions of employment. Alleged arbitrary changes in scheduled working hours made within seventy-two (72) hours of the time a scheduled shift is to begin so as to avoid overtime payment to an Employee may be grievable.

This procedure for settlement of grievances shall be as follows:

STEP ONE: The aggrieved Employee or the PBA representative designated shall present and discuss the grievance with his immediate supervisor within fifteen (15) calendar days of the occurrence of the same. The name of any such designated representative shall be immediately communicated to the Employer. Any grievances not presented within fifteen (15) calendar days of occurrence are deemed waived. The immediate supervisor must reply to the grievance within ten (10) calendar days of its presentment to him.

STEP TWO: If the grievance is not settled at STEP ONE, it shall be reduced to writing by the aggrieved party within five (5) working days of the reply from the Supervisor. One (1) copy shall

ARTICLE XIX

ARBITRATION

1. If a grievance is not settled pursuant to Article XVIII, such grievance shall at the request of the Borough or the PBA, be referred to the Public Employment Relations Commission for selection of an Arbitrator according to its rules. Such referral must be made within seven (7) working days of the failure to settle the grievance under STEP THREE. Failure to proceed within the time set forth for arbitration shall be conclusively deemed a waiver of the right to arbitration.

2. The decision of the Arbitrator shall be binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

3. It is expressly agreed that all managerial rights and prerogatives are not subject to arbitration. The Arbitrator shall only have the authority to interpret policies, agreements and administrative decisions affecting the Employee's terms and conditions of employment. He/she shall add nothing to nor subtract anything from the express terms of this Agreement and any rule or regulation governing the Police Department and Police force of the Borough.

4. It is understood that no arbitration case under this Agreement shall be heard within twenty-one (21) days. If an Employee files an appeal to the Civil Service Commission he must abandon the arbitration proceeding.

All management rights and prerogatives shall be excluded from the grievance procedure contained in this Article unless specifically included hereinafter.

ARTICLE XXI

DISCIPLINARY ACTION

Whenever disciplinary action involving suspension against any member of the Waldwick Police Department is taken, said member may request the following:

- (a) A written statement determining the charges against him signed by the party making said charges; said statement shall be furnished within five (5) days from the occurrence.
- (b) Within five (5) days of the occurrence of said charges, the Police Officer may request a hearing on said charges before the Police Committee of the Borough of Waldwick. Notwithstanding same, the grievance may be taken pursuant to the Grievance Procedure outlined herein.
- (c) Whenever disciplinary action involved something other than suspension, the Grievance Procedure outlined herein shall control.
- (d) The rights granted under this Section shall be considered to be in addition to any and all rights contained under the Civil Service Act or any other laws of the State of New Jersey. Insofar as any of the provisions of this Section conflict with said laws, they are to be considered void.

ARTICLE XX

MANAGEMENT RIGHTS

Section 1. Nothing in this Agreement shall interfere with the right of the Borough in accordance with applicable law, rules and regulations to:

- (a) carry out statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible;
- (b) manage Employees of the Borough, to hire, promote, transfer, assign or retain Employees in positions with the Borough and in that regard establish work rules; and
- (c) suspend, demote, discharge or take other appropriate disciplinary action against an Employee for just cause, or to lay off an Employee pursuant to law.

Section 2. The Borough, if they shall deem it necessary for reasons of economy, may decrease the number of members and Officers of the Police Department.

When the services of a member(s) or Officer(s) is/are terminated, such termination shall be in the inverse order of their appointment.

ARTICLE XXIII

PERSONNEL FILES

Section 1: A separate personal history file shall be established and maintained for each Employee. Personal history files are confidential records and shall be maintained and safeguarded, permanently, in the office of the Chief of Police. All awards, diplomas, certificates and commendations received by an Employee shall become the personal property of the Employee and a photocopy of same shall be entered into the Employee's personal file.

Section 2: Any Employee may, by appointment, inspect and review his personal history file. Any review of such file shall be made only in the presence of the Chief of Police or his designated representative.

Section 3: Whenever a written complaint or any derogatory memo is to be placed in an Employee's personal history file, a copy of such complaint or derogatory memo shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

ARTICLE XXII

OFF DUTY POLICE RELATED ACTIVITY

Arrangements by non-municipal entities to secure the services of off-duty Police Officers to engage in Police-related activities on behalf of such entities within the Borough of Waldwick shall be made through the Department. Payment therefor shall be made through the Borough at the rate of remuneration which has been agreed to between such entity and the Police Officers. In no event shall the Borough be liable to the Officer in an amount greater than the payment it receives from such private entity, which payment shall include Employer payroll contributions. Remuneration for such off-duty employment shall not be considered as part of the Employee's base salary, overtime or computation of overtime.

An Officer engaged in such Police duty related activities shall be considered to be acting in his official capacity and shall be subject to all of the rights, duties, benefits and obligations of such status.

ARTICLE XXV

OTHER ITEMS AND CONDITIONS

Section 1. It is agreed and understood that all existing terms and conditions of employment and all existing rules and regulations governing the Police Department and Police force shall continue in full force and effect. The foregoing may be implemented from time to time by ordinance adopted pursuant to the laws of the State of New Jersey and rules and regulations and revisions thereof, approved by the Borough.

Section 2. In addition to the terms and conditions of this Agreement, the PBA shall be entitled to all previous benefits contained in the Borough Personnel Ordinance, which are not in conflict with this Agreement.

Section 3. Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or practice shall not be limited, restricted, impaired, removed or abolished. De minimis changes are not effected by this Article.

Section 4. This Agreement shall not be modified in whole or in part by the parties except by a written instrument duly executed by both parties.

ARTICLE XXIV

USE OF PERSONAL VEHICLES

Whenever an Employee's duty assignment requires vehicular transportation, the Borough will make reasonable effort to supply a Borough-owned vehicle, subject to the scheduling and manning requirements of the Department and the availability thereof, as determined by the Chief. Whenever an Employee is required to use his personal vehicle on Borough business, he shall be compensated for such usage at the rate of Twenty (\$.20) Cents per mile.

SCHEDULE A

WAGES

	<u>Eff.</u> <u>1/1/93</u>	<u>Eff.</u> <u>1/1/94</u>	<u>Eff.</u> <u>1/1/95</u>
Captain	\$66,254	\$69,898	\$73,742
Lieutenant	62,624	66,068	69,702
Sergeant	59,067	62,316	65,743
 <u>Patrolman</u>			
First Grade	\$55,353	\$58,397	\$61,609
Second Grade	49,157	51,861	54,713
Third Grade	42,963	45,326	47,819
Fourth Grade	36,767	38,789	40,922
Fifth Grade	31,641	33,381	35,217
Probationary	26,513	27,971	29,509

IN WITNESS WHEREOF, the parties have executed this Agreement
on the day and year first above written.

ATTEST:

Paul M. Joegge
Clerk

BOROUGH OF WALDWICK

R. VanderWende
Mayor

WITNESS:

David Lepo

PBA LOCAL NO. 217, WALDWICK, NJ

John J. Smith
Joseph J. Smith
[Signature]