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A G R E E M E N T

Between

West Milford Township et

TOWNSHIP OF WEST MILFORD

PASSAIC COUNTY, NEW JERSEY

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT

ASSOCIATION LOCAL NO. 162

JANUARY 1, 1983 through DECEMBER 31, 1985

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ARTICLE I

RECOGNITION

A. The Township recognizes P.B.A. Local No. 162 as the representative for the purposes of collective negotiations of all Patrolmen, Detectives and Sergeants employed by the Police Department but excluding Special Police, Dispatchers, Managerial Executives, Confidential Employees and all other employees of the Township of West Milford.

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

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township or the employees of their rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other National State, County or local laws or ordinances, nor either parties' rights pursuant to the New Jersey Public Employer-Employee Relations Act.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

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

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

3. A grievant shall have a right to request a remedy and in the event of disagreement on the remedy it shall remain in the ultimate discretion of the arbitrator.

B. Definition

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

C. Steps of the Grievance Procedure

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

Step One:

(a) An aggrieved employee or the P.B.A. on behalf of an aggrieved employee or employees or the Township shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within five (5) days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee or the P.B.A., shall, in writing and signed, within three (3) days following the determination at Step One file his grievance with the Chief of Police.

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

Step Three:

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

Step Four:

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

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

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

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

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

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

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the P.B.A. within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after filing a grievance between the representative of the Township and the P.B.A. in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Four above.

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

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

G. Group grievances affecting a substantial number of members of the department shall be filed and processed commencing at Step Two of this procedure.

ARTICLE IV

HOURS AND OVERTIME

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

B. Overtime shall be paid upon the following basis:

1. Hours incidental to and immediately following a regular tour of duty in excess of eight (8) shall be paid at one and one half times the regular rate of pay.
- 2a. Attendance at Upper Court, Civil Court, Grand Jury or Division of Motor Vehicles hearings or proceedings and other judicial or administrative hearings or proceedings, on off-duty time will be compensated at the rate of \$40.00. If an employee is required to remain until the afternoon if his testimony is not taken or completed he shall receive an additional payment of \$40.00, in addition to his meal allowance. The morning court session shall conclude with the lunch break of the court or 1:00 p.m.
- 2b. Effective January 1, 1984 all off duty court appearances, municipal, county level, grand jury proceedings, and administrative proceedings shall be compensated at the time and one-half rate in pay or compensatory time at the officer's choice.

3. Municipal court appearances while off-duty, at the employee's option, will be compensated at time and one-half rates compensatory time off or at time and one-half rates in cash with a two (2) hour minimum guarantee. Court postponements or adjournments at no fault of officer and after his appearance for court shall still entitle officer to be compensated at the two (2) hour minimum guarantee. Every effort shall be made by both parties to schedule Municipal Court appearances during working hours.

C. In the event an officer is recalled to duty, other than for court appearances, he shall be guaranteed a minimum of three (3) hours pay at one and one-half times his regular rate of pay.

D. Any officer shall have a minimum of two consecutive days off per week on normal duty.

E. In the event an officer is ordered to report to duty in advance of his regular starting time, he shall be paid for such early reporting time at one and one-half his regular rate of pay.

F. There shall be no pyramiding of overtime.

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

ARTICLE V

HOLIDAYS

A. Each employee shall be compensated in pay or compensatory time off at his option with the approval of the Chief of Police subject to the manpower needs of the Department for the following holidays:

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

B. Whenever a legal holiday is declared for Township employees, the employees covered by this Agreement shall likewise enjoy such a holiday pursuant to the administrative provisions of Section A, above. Early quitting time, time off granted due to actual or pending emergency weather conditions or days of mourning granted to the Township employees shall not be deemed to be holiday time.

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

D. The Township shall pay an employee time and one-half for hours worked on:

1. Memorial Day
2. July 4
3. Labor Day
4. Christmas Day
5. New Year's Day

ARTICLE VI

VACATIONS

A. Amount of Vacation Leave

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

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

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

B. Vacation Leave Due Upon Separation

1. An employee who is retiring or who has otherwise separated shall be entitled to the vacation and sick time for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave or sick time which may have been carried over from the preceding calendar year.

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

C. Twenty-six (26) man week vacation leaves shall be permitted from June 30th through Labor Day (prime time) of any year for the patrolmen, excluding the Detective Bureau. If all twenty-six (26) man weeks are not selected as of March 31st, in order of Departmental seniority, the unselected periods may be filled on the basis of priority of time of request. All requests for two (2) or more vacation days shall be accomplished in accordance with this section.

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

E. Sergeant Vacation Selection Procedure

Sergeants shall have the right to select "prime time" vacations in excess of two weeks, using the same procedure as employed

for patrolmen, in the event there are unused slots available after all Sergeants have selected.

ARTICLE VII

SICK LEAVE

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

B. Service Credit for Sick Leave

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

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease or when the illness of a member of the employee's immediate family require their presence at home. For absences over 3 consecutive days, proof of illness may be required for members of the immediate family.

3. Such sick leave shall not include any extended period where the employee serves as a nurse, babysitter or house-keeper during this period of illness.

C. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter, provided however that each employee received twelve (12) days in 1977 and eleven (11) days in 1978.

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 officer leaving the Department in good standing by either death, resignation or retirement shall be compensated for unused accumulated sick leave at the base rate of pay then in effect in accordance with the following formula:

- a. If the officer has 149 days or less he or his estate shall be compensated at the rate of \$15.00/day.
- b. If the officer has 150-174 days remaining he or his estate shall be compensated for 20% of them at the base rate of pay and 80% at the rate of \$15.00/day.
- c. If the officer has 175-199 days remaining he or his estate shall be compensated for 30% of them at the base rate of pay and 70% at the rate of \$15.00/day.
- d. If the officer has 200-224 days remaining he or his estate shall be compensated for 40% of them at the base rate of pay and 60% at the rate of \$15.00/day.
- e. If the officer has 225 days or more remaining then he or his estate shall be compensated for 50% of them at the base rate of pay and for 50% shall receive \$15.00/day.

Provided an employee has in excess of 150 accumulated sick days he

may make application to the Township Manager for leave with pay in advance of his termination date based on the above percentage formula. Example: if an employee has 200 accumulated sick days he may make application to take 40% or 80 working days paid leave in advance of his termination date. He would also receive \$15.00/day for 60% of his accumulated sick time at retirement or \$1,800.00.

Termination in good standing shall not be deemed to be attained if the employee fails to provide the Township with at least fourteen (14) days advance notice of his termination.

D. Reporting of Absence on Sick Leave

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

a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

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

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

b. The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the P.B.A. President or his designee and a representative of the Police Department.

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.

4. Investigations into requests for sick leave shall be for cause and not conducted in an arbitrary or capricious manner.

F. Subject to applicable law the Township shall continue at full pay at officer who has filed a disability retirement application or who has had said application filed by the Township in his behalf, and who has utilized all accumulated sick leave from the date the application is filed until the date he received his first disability check.

ARTICLE VIII

HEALTH BENEFITS

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

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

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

D. All employees covered by this agreement shall be entitled to submit a claim to the Township on an approved form along with his cancelled check or proof of payment for reimbursement for his and his dependents' dental or eyecare expenses up to an annual limit of \$200.00 without accumulation.

ARTICLE IX

P.B.A. RIGHTS

A. Subject to the manpower needs of the Department, official delegates of the P.B.A. up to a maximum of two (2) will be granted leave with pay in accordance with the provisions of N.J.S.A. 11:26(c)-4 for the purposes set forth therein.

B. P.B.A. activities, in addition to the rights of representation set forth in the Grievance Procedures, may be conducted on Township property provided such activities do not disrupt normal work operations.

C. The P.B.A. shall notify the Township, or its designees of the names of current P.B.A. officers responsible for processing grievances.

D. The P.B.A. State Delegate shall receive time off from duty with pay for attendance at state wide meetings as follows:

1. If the delegate is working the midnight to 8:00 a.m. shift, he shall be relieved of his duties at 6:00 a.m. on the day of the meeting.

2. If the delegate is working the 8:00 a.m. to 4:00 p.m. shift, he shall receive the day off.

3. If the delegate is working the 4:00 p.m. to midnight shift, he need not report for duty until 6:00p.m. on the day of the meeting.

4. The P.B.A. delegate shall be permitted up to four hours

release time when working, without any loss of compensation or benefits,
so that the delegate may attend the monthly meeting of the Passaic County
P.B.A. conference.

ARTICLE X

SALARY GUIDE

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

B. Effective January 1, 1984, all employees covered by this agreement shall be entitled and required to have their longevity benefit and college credit benefit added to their base salary and paid in bi-weekly payments, in accordance with applicable State laws and regulations.

ARTICLE XI

LONGEVITY

A. Longevity payments based upon years of continuous uninterrupted service with the Township ~~payable on December 1st~~ shall be as follows:

CHM
PRC

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

B. Employees will receive a longevity ~~check on~~ ^{payment in accordance with} ~~December first~~ if they will complete the required years of service required for longevity in that calendar year.

Article 10B

CHM
PRC

ARTICLE XII

COLLEGE INCENTIVE PAY

A. All employees who successfully complete approved courses in a recognized institution of higher learning in a program leading to a degree in Police Science related courses shall receive a sum equal to .10 of 1.0% of base pay per credit hour earned for the years 1983, 1984 and 1985. Example: In 1983 a partolman making \$23,074 per year would receive \$23.07 per credit earned. In 1983 a Sergeant making \$25,384 per year would receive \$25.38 per credit earned.

B. The maximum amount payable under this Article shall be limited to one hundred twenty-eight (128) credits.

C. Such compensation shall be payable, subject to presentation to the Township Manager of evidence of successful completion of the course, pursuant to Article 10B. New credits earned in a calendar year shall be payable in a lump sum prior to December 31 of that calendar year.

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

E. Employees hired after January 1, 1977 shall not be eligible to receive College Incentive Pay unless they make progress toward a degree within two years of employment and in every two year period thereafter. Progress shall be deemed to be the completion of at least one approved course with a passing grade within the two year period. Failure to make progress within a two year period shall terminate said employee's benefits under this Article, including any benefits previously enjoyed. Reimstatement may be made by the Township Manager. No progress

COLLEGE INCENTIVE PAY (Continued)

toward a degree is necessary after the successful completion of an Associates or Bachelors level degree, however, any credits earned beyond the Associates or Bachelors level will be subject to the above provisions.

ARTICLE XIII

PERSONAL LEAVE DAYS

A. Each employee shall be entitled to three (3) personal leave days annually without loss of pay.

B. Personal leave days may not be accumulated but shall be paid for at the end of each year in the event an employee, after requesting same, is refused them by the Township. The parties shall make every effort to co-operate in order that these days will be scheduled during the course of the year.

C. Personal leave days shall be requested in writing as far in advance of the day requested as possible except in case of an emergency. A reply to the request shall be provided as soon as practicable after the request and no reply shall be deemed an approval. All personal leave days, regardless of the date submitted, shall receive good faith consideration by Management.

D. In the event that two (2) or more employees request the same personal leave day that employee with the greater seniority shall have first priority to the day requested, provided, however, that the senior employee has requested the day at least 15 days in advance of the day requested.

ARTICLE XIV

LEAVES OF ABSENCE

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

ARTICLE XV

CLOTHING, TRAVEL AND MEAL ALLOWANCE

A. The annual clothing allowance shall be \$375.00, subject to presentation of acceptable vouchers representing the expenditure of such sum.

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

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

D. The Township will provide a protective vest to each officer provided said vest is requested by the officer and one-third (1/3) of the cost of said vest is charged against the officer's allowance.

E. Effective 1/1/83, an officer shall be paid the sum of \$125.00 annually upon presentation of a voucher with a general accounting of expenses for uniform and equipment maintenance expenses. Said payment shall not be made before July 1 of each year. Effective 1/1/85, said annual amount shall be increased to \$150.00.

ARTICLE XVI

BULLETIN BOARDS

1. The Township will supply one bulletin board for the use of the Association to be placed in an appropriate area designated by the Chief.

2. The bulletin board shall be for the use of the Association for the posting of "official" notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

3. Each notice and bulletin shall be signed by the President or delegate of the P.B.A. responsible for posting it and it shall be the duty of the P.B.A. to cause the removal of said notice or bulletin from the bulletin board as soon as it has served its purpose. No unsigned notice or bulletin shall be posted on the bulletin board.

ARTICLE XVII

MISCELLANEOUS

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

B. Each employee shall be entitled to bereavement leave of three (3) working days from the date of death in the immediate family, and in the event the burial takes place out of state, and outside a radius of 100 miles from West Milford, up to two (2) additional working days travel time. This leave shall be with pay. Proof of attendance at the burial may be required by the Township. Deaths in the immediate family covered by this section shall mean spouse, parents, children, brothers, sisters, grandparents and parents-in-law.

C. Each employee shall be entitled to swap shifts with a fellow officer provided said employee makes application to the Chief of Police, scheduling officer, or in their absence, the officer in charge. The exchange of shifts shall be accomplished within a 14 day period. In addition, up to two shift swaps per year per officer will be permitted without the necessity of completing a written form and up to one hour before the beginning of the shift in question, provided:

1. The Officer requesting the shift swap has a personal reason requiring such swaps. An off duty job shall not be a personal reason for the purpose of this section.

2. The Officer requesting the swap obtains the verbal approval of the Chief, Captain or Lieutenant, and the written form is

ARTICLE XVII (continued)

completed upon return to duty. A sergeant may be contacted to grant approval if the Superior Officers listed are not available.

3. The Officer who is to work the shift for the requesting officer notifies the approving superior of his willingness to work the shift in question.

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

D. Other than in a police emergency, an employee shall not be required to change tires on municipal equipment.

E. The P.B.A. shall have the right to install and maintain a reasonable number of vending machines in the break area. The profits from all such machines shall be placed in the P.B.A. treasury. The P.B.A. assumes full responsibility for the costs of installation and maintenance of the vending machines. The P.B.A. shall provide the Chief of Police with an accounting of the funds generated on the vending machines on at least an annual basis.

F. The Township shall reimburse P.B.A. members for the reasonable cost of any clothing or other personal property substantially or completely damaged or destroyed as a result of a P.B.A. member acting in the line of duty and within the scope of his employment.

ARTICLE XVII (continued)

C. The P.B.A. may request a meeting with the Township Manager on a periodic basis to meet and discuss matters of safety and equipment of concern to the P.B.A.

ARTICLE XVIII

NO-STRIKE AND NO-LOCKOUT PLEDGE

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

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

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

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

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in

ARTICLE XVIII (continued)

equity for injunction or damages or both in the event of such breach by the P.B.A. or its members.

ARTICLE XIX
PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Police Chief and Municipal Manager.

Upon advance notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy 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. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE XIX (Continued)

Each employee shall be supplied with a written certification from the Town, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the officer.

ARTICLE XXI

NON-DISCRIMINATION

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

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

ARTICLE XX (continued)

the President and Secretary-Treasurer of the P.B.A. advising of such changed deduction.

ARTICLE XX

DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the P.B.A.. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e as amended. Said monies together with records of any corrections shall be transmitted to the P.B.A. by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the P.B.A. and signed by the President and Secretary-Treasurer of the P.B.A. advising of such charged deduction.

C. The P.B.A. will provide the necessary "Check-off Authorization" form and the P.B.A. will secure the signatures of its members on the forms and deliver the signed forms to the Township Manager. The P.B.A. shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason taken by the Township in reliance upon salary deduction authorization cards submitted by the P.B.A. to the Township or in reliance upon the official notification on the letterhead of the P.B.A. and signed by

ARTICLE XXII

SEPARABILITY AND SAVINGS

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

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

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

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

C. Wherein this agreement varies to any degree or detail from the arbitration award Docket No. JA-83-48 dated March 28, 1984, it is recognized by the parties that this agreement comprises the final understanding on all issues covered.

ARTICLE XXIV

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1983, and shall be in effect to and including December 31, 1985. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at West Milford, New Jersey on this 20 day of June, 1984.

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL
NO. 162

TOWNSHIP OF WEST MILFORD

By Paul Kosteth President

By Charles Blomquist Mayor

[Signature] Township Manager

Witness:

Witness:

Ronald D Oblinger Secretary

[Signature] Township Clerk

SCHEDULE A

<u>Patrolman</u>	Effective 1/1/83	Effective 1/1/84	Effective 3/1/85
During First Year of Service	\$17,150	\$18,608	\$19,911
During Second Year of Service	\$18,578	\$20,157	\$21,568
During Third Year of Service	\$20,007	\$21,708	\$23,228
During Fourth Year of Service	\$21,421	\$23,242	\$24,869
Fifth and Subsequent Years	\$23,074	\$25,035	\$26,787
<u>Sergeant</u>	\$25,384	\$27,542	\$29,470

Detective Differential

Officers assigned to the Detective Bureau shall receive an annual salary differential of \$600. One half of said amount shall be paid on June 1 of each calendar year and shall be prorated if the officer has not worked the entire six months preceding in the Bureau and the second half shall be paid on December 1 of each calendar year and shall be prorated under the same conditions.

SCHEDULE B

LETTER OF UNDERSTANDING

The purpose of this Letter of Understanding is to incorporate the following provisions into the collective bargaining agreement between the Township of West Milford and West Milford P.B.A. Local No. 162.

A. It is expressly understood and agreed by and between the parties hereto that one (1) P.B.A. officer shall be granted time off from duty without loss of pay or compensatory time to attend the regular, monthly meeting of P.B.A. Local No. 162, not to exceed three (3) hours and it being further expressly understood and agreed by and between the parties that preference and priority for the purposes of this Letter of Understanding shall be given to those officers listed below:

1. President
2. Recording Secretary
3. Financial Secretary
4. Treasurer
5. State Delegate
6. Vice President
7. Sergeant-at-Arms

It is understood that the members released from duty shall be ready and available for recall to duty should the need arise.

B. The Township agrees to:

1. Allow one coffee break per shift at home provided employee's home is in his patrol sector and allow dinner to be eaten at home on 4-12 shift based on procedures to be promulgated by the Chief of Police.

LETTER OF UNDERSTANDING (continued)

2. Make every effort to notify an employee 72 hours before a shift change occurs. Such effort shall include a written notice and attempt to contact by phone or person.
3. The Township shall provide for each member a standard schedule based on a fixed, repeating pattern of days on and days off, together with the shifts to be worked. Such standard schedule shall be sufficient to allow the member to reasonably predict his calendar schedule for the following year. Any and all shifts worked that are not in accordance with said standard schedule are said to be off-schedule. It shall establish an official procedure whereby a uniform rotation system will be established to equitably distribute off-schedule assignments within the department. Such assignments will continue to be made in order of approximate reverse seniority with an annual maximum number of seven (7) off-schedule assignments permitted each officer. When an officer is assigned 7 such changed the next senior man shall be assigned and so on throughout the department. Once the entire list of officers have achieved the maximum number of off-schedule assignments in any calendar year the rotation shall start over with the most junior man. The rotation starts anew each January 1 with the most junior man. This provision may be waived by the member when the schedule change is to his advantage, and nothing contained herein shall be construed as preventing the Township from seeking out a volunteer to work a particular shift.

LETTER OF UNDERSTANDING (continued)

Assignment to in-service training schools in lieu of regular shifts and a bona fide transfer of an individual from one assignment to another to serve the needs of the department is not an off-schedule assignment within this provision. A transfer of 21 days or more is a bona fide transfer. Temporary assignments for the purpose of meeting short-term manpower shortages such as vacations and illnesses are not to be deemed transfers, and are considered schedule changes within the meaning of this provision. Special scheduling arrangements that serve the mutual needs of the Township and the member may be agreed upon without violation of this provision. "Wednesday schedule" and such other arrangements as may be made to cover a member's college education or military obligations are not off-schedule assignments within this provision.

4. Inasmuch as Sergeants report 15 minutes prior to a shift, additional compensation time shall be provided Sergeants at straight time rate, based on normal departmental procedures for its use, as follows:

- a. 6 days in 1983
- b. 6 days in 1984
- c. 6 days in 1985

Inasmuch as Patrolmen report 5 minutes prior to a shift, additional compensation time shall be provided patrolmen at straight time rate, based on normal departmental procedures for its use, as follows:

- a. 1 day in 1983
- b. 1 day in 1984
- c. 1 day in 1985

LETTER OF UNDERSTANDING (continued)

5. Provide results of disciplinary investigation
(internal or external) to an officer in writing.

C. The P.B.A. agrees to investigate potential grievances of
disciplinary actions taken by the Township Manager and
discourage those it deems unwarranted.