

AGREEMENT  
BETWEEN  
BOROUGH OF NEW MILFORD  
AND  
NEW MILFORD PBA  
LOCAL NO. 83

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JANUARY 1, 2018 THROUGH DECEMBER 31, 2021

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**Prepared By:**

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AGREEMENT

**THIS AGREEMENT**, made this 1<sup>st</sup> day of April 2018 by and between the BOROUGH OF NEW MILFORD, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer", and the POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 83, (New Milford Unit) hereinafter referred to as the "Association".

**WHEREAS**, the Employer and the Association recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continues and efficient service will be rendered to and by both parties.

**NOW, THEREFORE**, it is agreed as follows:

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ARTICLE ONE - PRESERVATION OF RIGHTS

A. The Borough of New Milford agrees that all benefits, terms and conditions of employment relating to the status of Borough of New Milford Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the existing standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

B. Unless a contrary intent is expressed in this Memorandum of 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 otherwise shall not be limited, restricted, impaired, removed or abolished.

C. If agreement is reached between the parties as to any such additional issues relating to their employment, then, and in that event any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the Mayor or Council President.

D. Any changes and modifications concerning terms and conditions of employment shall be negotiated with the majority representative before they are established.

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ARTICLE TWO - EMPLOYEES' BASIC RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968 as amended, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 as amended, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

B. The Employer further agrees that it shall not discriminate against any Employee by reason of his membership in the Association and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint of proceedings under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

C. For the purpose of this Agreement, the term "Police Officer" or "Employee" shall be defined as a full time Police Officer employed on a permanent basis, and to include the plural as well as the singular, and to include females as well as males. Special Police appointed pursuant to N.J.S.A. 40A:14-146 are expressly excluded.

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ARTICLE THREE - EXCLUSIVITY OF ASSOCIATION REPRESENTATION

A. The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association (PBA Local 83, New Milford Unit) only with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of the Agreement.

B. Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join the union within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed with the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses, or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

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ARTICLE FOUR - EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State and Federal Laws.

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ARTICLE FIVE - ASSOCIATION RECOGNITION

A. The Employer recognizes PBA Local 83 (New Milford Unit) only as the exclusive representative for the purposes of collective negotiations with respect to all negotiable items of employment of all Employees employed by the Employer's Police Department except those Employees excluded herein, (Chief excluded).

B. No Employee shall be compelled to join the Association. The Association shall designate representatives within the Department and alternates for enforcement of this Agreement provided they are members of the New Milford Police Department or attorneys.

C. The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

D. The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.

E. The designated Association representative shall be granted reasonable time during working hours to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with Employer officials. There shall be no overtime or compensatory time credited under this Section.

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## ARTICLE SIX - RIGHTS OF EMPLOYEES

In an effort to insure that investigations of Police personnel are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

A. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, as determined by the Chief of Police. If any time is lost as a result of a departmental investigation, the member of the force shall be compensated, so long as he/she is exonerated of the charge.

B. The interrogations shall take place at a location designated by the Chief of Police.

C. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he/she should be so informed at the initial contact.

D. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

E. The member of the force shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

F. The complete interrogations of the member of the force shall be recorded

mechanically or by a stenographer, if so requested by him/her. There will be no "off-the-record" questions unless agreed to by the parties. All recesses called during the questioning shall be recorded.

G. If a member of the force is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

H. In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.

ARTICLE SEVEN - DATA FOR FUTURE BARGAINING

A. The Employer and the Association each agree to make available to the other all relevant data that they may require to bargain collectively.

B. Neither the Employer nor the Association shall incur additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.

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ARTICLE EIGHT - SALARIES

The base annual salaries of all Employees covered by this Agreement shall be set forth in Appendix A-1, Appendix A-2, Appendix A-3 and Appendix A-4.

The base salary for the position of Sergeant shall be 7.25% above the rank of Top Step Patrol Officer.

The Lieutenant's base salary shall be seven percent (7%) above the base salary rate for the Sergeant position.

The Captain's base salary shall be seven percent (7%) above the base rate for the Lieutenant position.

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ARTICLE NINE - WORK DAY, WORK WEEK AND OVERTIME/ COMP TIME

A. The work day and work week for all Employees including the current schedule shall be maintained during the term of this Agreement.

B. Overtime at the time and one-half (1½) rate shall be paid for all hours worked by Employees beyond the normal daily or weekly tour of duty without limitations.

C. The Employees within the bargaining unit agree to attend one meeting each quarter of the calendar year for a duration of two (2) hours which shall be commonly referred to as the "Chief's Meeting". One of the above-mentioned meetings may be used by the Employee to satisfy his/her annual weapons qualification requirement. No additional compensation shall be provided pursuant to this provision. The Chief shall designate two (2) dates for each quarterly meeting.

D. Employees shall be permitted to accumulate compensatory time up to a maximum of four hundred eighty (480) hours. However, no Officer shall be permitted to retire with one more than fifty (50) hours of compensatory time for which he/she shall be entitled to be compensated in either a lump sum payout or as part of his/her terminal leave.

E. Any Employee covered under this Agreement, whose regular work schedule consists of two thousand eighty (2,080) hours annually, shall be entitled to the difference between two thousand eighty (2,080) hours worked and the existing standard contractual amount of one thousand nine hundred forty-six (1,946) hours. Such difference equates to one hundred thirty-four (134) hours and this time is commonly referred to as "Schedule Adjustment Days (Hours)". Schedule Adjustment Days (Hours) will either be used as an additional day(s) off during that calendar year earned or the Employee will receive payment

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for this accrued unused time. Payments will be made the first pay date of the following January. Schedule Adjustment Days (Hours) cannot be banked or carried forward. All Schedule Adjustment Days (Hours) accrued prior to January 1, 2018 shall be maintained.

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ARTICLE TEN - HOURLY RATE

To compute an Employee's hourly rate, the sum of his yearly base salary (including longevity pay, college stipend, if any, and Detective stipend pay, if any) shall be divided by two thousand eighty (2,080) hours.

Effective January 1, 2011 to compute an Employee's hourly rate, the sum of his yearly base salary (including longevity pay, college stipend, if any, holiday pay and Detective stipend pay, if any) shall be divided by one thousand nine hundred forty-six (1,946) hours.

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## ARTICLE ELEVEN - COURT TIME

A. Court time, as referred to in this Article, shall consist of all time during which any Employee covered under this Agreement, including persons assigned to the Detective Squad, shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies as a direct result of his/her official duties.

B. When an Employee covered under this Agreement, including persons assigned to the Detective Bureau, shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, 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 Employer's Police Headquarters and the pertinent Court or Administrative Body.

C. Payment pursuant to this Article shall be at the time and one-half (1½) rate with a minimum payment of two (2) hours court time.

D. Court time shall be applicable when the Officer is not on a regular scheduled shift.

ARTICLE TWELVE - TRAINING PAY

The Employer agrees to compensate all Employees covered by this Agreement at the time and one-half rate (1½) for attending training courses designated or authorized by the Chief, which are beyond the Employee's normal tour for a day or normal work week.

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ARTICLE THIRTEEN - RECALL

Any Employee who is called back to work after having completed his/her regularly scheduled shift or during a scheduled day off shall be guaranteed two (2) hours of work or pay at the overtime rate.

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ARTICLE FOURTEEN - LONGEVITY

In addition to all wages and all payments, each Employee shall be entitled to longevity payment as set forth in Appendix "B".

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ARTICLE FIFTEEN - UNIFORMS

A. Each new Employee shall receive free of charge from the Employer the standard uniform and his/her weapon and his/her first issue of leather goods. Thereafter, the Employer will pay each Employee the sum of Eight Hundred Dollars (\$800.00) as a clothing allowance per year or members may continue to submit vouchers with vendor back-up as past practice at the option of the member. This shall apply to plain clothes as well as uniformed Employees. See terminal leave provision Article 50. The annual clothing allowance shall be increased by One Hundred Dollars (\$100.00) in 2019 and by an additional One Hundred Dollars (\$100.00) in 2020.

B. If the Employer decides to change the uniform or any part thereof, any such changed item shall be provided to each Employee, free of charge.

C. Utilization of the above Section shall not diminish the clothing allowance set forth in this Agreement, except if a complete new uniform is issued in any calendar year.

D. An Employee's uniform or personal equipment which is required of him/her in his/her capacity as a Police Officer, which is damaged as a result of a single episode while performing his/her duty during the course of his/her employment, shall be replaced at the expense of the Employer without set off against the annual allowance. Employees must submit proof of damage to the Chief before ordering any replacements for damaged clothing or equipment (immediately after such damage to clothing or equipment occurs).

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ARTICLE SIXTEEN - PBA REPRESENTATIVES

The Employer agrees to grant the necessary time off without loss of pay to one member of the Association or his/her alternate selected by the members of the Association as a delegate to attend any State Convention of the New Jersey Policemen's Benevolent Association pursuant to N.J.S.A. 40A:14-177.

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ARTICLE SEVENTEEN - VACATIONS

A. The vacation allowance shall be as set forth in this Agreement in Appendix "C".

B. When in any calendar year the vacation or any part thereof is not granted by reason of Police activities, they shall be granted during the next succeeding year at the discretion of the Chief of Police, but may not be unreasonably withheld.

C. In the event that an Employee becomes hospitalized while on vacation, said time in hospital shall be charged to sick time and not deducted from vacation time provided that proof of hospitalization is submitted by the hospital.

D. Employees on vacation will only be recalled by the Chief of Police in the event of a clear and present emergency.

E. Vacations shall be selected on a seniority basis, which shall be established by the Department as is presently in use.

F. Employees will be permitted to carry over up to six (6) unused vacation days from one (1) year to the next (non-cumulative).

G. Vacations shall be prorated during the last year of an Employee's service for vacation earned that last year.

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ARTICLE EIGHTEEN - PERSONAL LEAVE

Each Employee shall have three (3) personal leave days per year. For purposes of this clause, an Employee shall not be required to notify his superior of the reason for the personal leave day. Personal days may be accumulated from year to year up to a maximum of six (6) days. No personal days shall be granted during the twenty-four (24) hour period before or following a holiday, except at the discretion of the Chief of Police. Such discretion shall not be unreasonably withheld. Effective January 1, 2010, personal days will either be used by the end of the year or lost. The "use or lose" standard shall be applicable to all Employees covered by the contract.

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ARTICLE NINETEEN - HOLIDAYS

A. Employees of the Police Department shall be entitled to the following holidays without loss of pay.

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

B. The payment of holidays for all Employees covered by this Agreement shall continue as per past practice.

C. Holidays shall be eliminated and the thirteen (13) holidays will be converted into base pay effective January 1, 2011 following the 3.5% across-the-board increase in 2011. The amount shall be calculated by determining the value of each holiday and multiplying that daily value by thirteen (13) holidays and then by subtracting twenty-five percent (25%) which is an approximation of the amount the Borough will or would pay if it made a full pension contribution on that amount.

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ARTICLE TWENTY - SICK LEAVE

A. An Employee shall be eligible to receive fifteen (15) working days for each calendar year worked with benefits when he is unable to work due to a verifiable sickness, injury or illness. The Employee shall be required to report any sickness, injury or illness as soon as practicable to his Commanding Officer. An Employee may reasonably be required to present proof of any sickness, injury or illness upon request of the Borough.

An Employee may be required to reasonably undergo any medical examination or tests required by the Borough relative to the above sick leave. All expenses for required examinations are to be borne by the Employer.

B. The Employer shall compensate each Employee for unused sick leave as follows:

Effective January 1, 2010 eligible Employees may opt for payment for accrued but unused sick leave as follows:

- 1) The Borough shall give extra compensation to those Employees who do not use their sick days by paying them at their daily rate for one-half ( $\frac{1}{2}$ ) of the annual fifteen (15) day allotment not used in the period from December 1 to November 30 of the following year provided that the Employee maintains a sick bank of fifty (50) days for the entire period.
- 2) Once the sick bank requirement of fifty (50) days is satisfied, the Employee may choose the option of adding unused days to his or her bank up to the one hundred eighty-three (183) days (two hundred

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three (203) days for those with more than twenty (20) years of service). Employees may bank sick days not paid.

- 3) Employees must express their option choice in writing to the Administrator no later than November 15<sup>th</sup>. Payments will be made the first pay date in December.

C. If it appears to the Borough that an Employee who is out pursuant to this Section will probably not be able to return to work due to such sickness, injury or illness, the Borough may reasonably require that the appropriate pension papers be submitted to the Pension Board on or after an absence of one (1) year due to sickness, injury or illness.

D. An abuse of the within sick leave policy shall cause the Employee to be subject to disciplinary action including suspension and/or dismissal.

E. Accumulation of sick days shall continue pursuant to past practice except that there shall be no limitation on the number of days so accumulated.

F. The Mayor and Council will grant special consideration to any full time Employee of the New Milford Police Department for any long term illness not exceeding fifty-two (52) weeks, provided that said Employee has first depleted his accumulated sick days, personal days, holidays and vacation days. The Employee shall be covered under all provisions of this Agreement for this period of time, to the same extent as if he were on full time active duty.

G. An Employee who leaves work due to illness or otherwise takes sick leave shall be charged one-half (½) a sick day if the Employee reports for work but leaves before the midpoint of the shift.

ARTICLE TWENTY-ONE - WORK INCURRED INJURY

Where an Employee covered under this Agreement suffers a work incurred injury or disability the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer. The Employee shall be required to present evidence, by a certificate from a responsible physician, that the Employee is unable to work. The Employer may require the said Employee to present an additional certificate from the Borough Physician. For the purpose of this Article, injury or illness incurred while the Employee is acting in any Employer-authorized activity, shall be considered in the line of duty. In the event a dispute arises as to whether an absence shall be computed or originated as sick leave or an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation court, or, if there is an appeal therefrom, the final decision of the last reviewing court. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

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ARTICLE TWENTY-TWO - BEREAVEMENT LEAVE

All permanent full time Employees covered by this Agreement shall be entitled to leave with pay from the date of death of a member of his/her immediate family, through the day after burial not to exceed five (5) calendar days. Immediate family shall include spouse, children, parents, brothers, sisters, grandparents of Employee or spouse. Such funeral leave shall not be charged against the Employee's vacation or sick leave. Any extension of absence under this Article, however, may at the Employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period. In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police or the Council Police Liaison person.

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ARTICLE TWENTY-THREE - MEDICAL CONTRACT

A. The Borough will provide and pay for a Comprehensive Health Insurance Plan, which includes in and out of network coverage, for full-time Employees covered by this Agreement and their families, of the same type and in the same amounts of coverage that presently exists. The Borough shall have the right to obtain, in the place of the foregoing, alternate health care insurance coverage provided that same is equivalent to the coverage that presently exists.

B. The Borough will provide a Family Health Care Plan for Employees and their families for Employees who retire after twenty-five (25) years of service or upon disability retirement, which Plan shall be the same as or equivalent to that which is currently being provided to members of the bargaining unit. All premiums and increases in premiums subsequent to retirement shall be borne entirely by the Borough until the retiree attains age of sixty-five (65), except that any Employee who has twenty-five (25) or more years of service as of the expiration of this Contract, shall be provided with said coverage by the Borough to age sixty-eight (68), unless the Employee obtains new employment which provides him with the same or equivalent coverage and under the same or similar conditions, in which event the Employee must accept the Employer's coverage.

C. In addition, if the retiree so chooses and upon notification to the Borough, the Borough shall continue to maintain this insurance coverage after the expiration terms referenced above provided that thereafter the retiree assumes payment of the premiums.

D. The Employer shall provide the currently effective optical plan for members of the Police Department to members of the Police Department and their families.

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E. Dental Plan - The Employer shall maintain its Delta Dental Service Plan, or equivalent package with orthodontia service.

F. The Borough shall provide a Family Prescription Plan. Prescription co-pays may apply. Co-pay amounts may vary dependent upon the type of medication.

G. Employees shall contribute towards the premium payable for the foregoing health care coverage in an amount as set forth in section 39 of *P.L. 2011, c. 78* (*N.J.S.A. 52:14-17.28c*).

H. The computation of premium cost shall exclude brokerage fees, if any.

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ARTICLE TWENTY-FOUR - INSURANCE

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.

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ARTICLE TWENTY-FIVE - BULLETIN BOARD

The Employer will supply one bulletin board for the use of the Association to be placed in a conspicuous location. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees. All notices on bulletin boards, or memorandums to be posted on this bulletin board, will be first shown to the Chief of Police for his approval. No matter may be posted without receiving permission of the officially designated Association representative.

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ARTICLE TWENTY-SIX - 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 Employer will permit two (2) uniformed Police Officers from the Department to participate in funeral services for the deceased Officer, provided more than one can be spared. The uniformed Police Officers from the Borough shall volunteer to attend the funeral service as a representative of the New Milford Police Department and the Borough shall not be liable for any wages or expenses whatsoever. Subject to the availability of same, the Employer will permit a Department vehicle to be utilized by the member in the funeral service.

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ARTICLE TWENTY-SEVEN- PERSONNEL FILES

A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police. Any member of the Police Department may, by appointment review his/her personnel file, but this appointment for review must be made through the Chief of Police or his/her designated representative. Whenever a written complaint concerning an Officer or his/her actions is to be placed in his/her personnel file a copy shall be made available to him/her, and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file. All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

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ARTICLE TWENTY-EIGHT - MILITARY LEAVE

Military leave for Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

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ARTICLE TWENTY-NINE - PENSION

The Employee shall be covered under the Police and Firemen's Retirement System for the State of New Jersey, as required by law.

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## ARTICLE THIRTY - GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purposes of this Agreement, the term "Grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation concerning a term or condition of employment.

The procedure for settlement of grievances shall be as follows.

### STEP ONE

In the event that any Employee covered by this Agreement has a grievance, within fifteen (15) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with his/her immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him/her.

### STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within fifteen (15) working days the grievance shall be presented in writing to the Chief of Police or his designee. The Chief shall render a decision within five (5) working days after the grievance is first presented to him.

### STEP THREE

If no satisfactory resolution of the grievance is reached at Step Two, then within fifteen (15) working days the Association shall request the Borough Clerk to place the grievance on the Mayor and Council's agenda together with copies of all previous correspondence relating to the matter in dispute. The Mayor and Council may give the Association the opportunity to be heard and will give its decision in writing within fifteen (15) working days of receipt of the written grievance.

### STEP FOUR

If no satisfactory resolution of the grievance is reached at Step Three,

the Employee or the Association may refer the matter to PERC for the selection of an Arbitrator. The parties will pay their respective costs for arbitration, and the decision of the Arbitrator shall be binding upon the parties.

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ARTICLE THIRTY-ONE - SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to an Employee, member or group of Employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34.13A et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

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ARTICLE THIRTY-TWO - MILEAGE ALLOWANCE

Whenever an Employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance of twenty-five cents (\$0.25) per mile.

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ARTICLE THIRTY-THREE - TELEPHONE

Each Employee shall be required to submit his home telephone number and cellular telephone number to the Department and shall be required to report any change of home telephone number and cellular telephone number. The Department shall not release the Employee's home telephone number to anyone without an express and written authorization executed by the Employee.

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ARTICLE THIRTY-FOUR - NO WAIVER

Except as otherwise provided in this Agreement the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. The Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

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ARTICLE THIRTY-FIVE - UNIFORM REGULATIONS

An Employee may remove his uniform hat while riding in any official patrol vehicle.

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ARTICLE THIRTY-SIX - FACILITIES

All Police quarters shall have adequate air conditioning, heating, hot water, sanitary facilities, and reasonably private locker rooms.

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ARTICLE THIRTY-SEVEN - SENIORITY

Seniority shall apply to Employees covered by this Agreement. Such principles shall apply to lay off and recall. Employees covered by this Agreement shall be subject to lay off and recall to their position after lay off, by virtue of their seniority. Seniority is defined to mean the accumulated length of service with the Department. Time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by the time lost due to an illness or injury in the line of duty. An illness or injury in the line of duty must be certified by the Borough physician.

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ARTICLE THIRTY-EIGHT - MEAL ALLOWANCE

An Employee who is obligated to go outside of the Borough on official business shall receive a meal allowances of Five Dollars (\$5.00) for breakfast, Ten Dollars (\$10.00) for lunch and Twenty Dollars (\$20.00) for dinner.

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ARTICLE THIRTY-NINE - PRIORITY FOR OVERTIME

Overtime will be offered to regular full time Officers first, before it is offered to any other person, and said overtime shall be offered pursuant to present practice. All scheduled overtime is subject to approval of the Chief of Police or his designated replacement.

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ARTICLE FORTY - REPLACEMENTS

In accordance with present practice no full time Employees covered by this Agreement shall be replaced by any non-Police, part-time or other personnel except in a non-planned emergency at the discretion of the Chief of Police. No post presently filled by full-time Employees covered by this Agreement shall be covered by any non-Police, part-time or other personnel.

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ARTICLE FORTY-ONE - OFF DUTY POLICE ACTION

All Police Officers are extended all protection provided under N.J.S.A. 40A:14-152.1,  
*et seq.*

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ARTICLE FORTY-TWO - FAMILY MEDICAL LEAVE

Maternity and/or child care leave shall be provided in accordance with the State and Federal Family and Medical Leave requirements. Such leave shall be unpaid.

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ARTICLE FORTY-THREE - SAFETY AND HEALTH

The Employer shall at all times attempt to maintain existing working conditions to insure maximum safety for all Employees.

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ARTICLE FORTY-FOUR - CHANGES AND MODIFICATIONS

In the event the appropriate State Pension Board of the Legislature makes any modifications to the present Pension law or Rules and Regulations relating thereto which modifications would inure to the benefit of the Employees if they were incorporated herein, such modifications shall be considered as incorporated herein without further action by or between the parties hereto.

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ARTICLE FORTY-FIVE - EDUCATION ALLOWANCE

A. In addition to all other payments set forth in this Agreement, each Employee shall receive payment for all college credits earned in courses related to or leading to a Bachelor's Degree or a Master's Degree in Police Science or other related law enforcement degree.

B. The above payment shall be Ten Dollars (\$10.00) per credit, up to a maximum of one hundred fifty (150) credits, paid annually, which shall be pro-rated and included in the Employee's periodic paychecks.

C. The above referenced subsection A and B shall apply to individuals who have attained an Associate's Degree or sixty (60) or more credits of a matriculating four (4) year Degree (Bachelors Degree).

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ARTICLE FORTY-SIX - UNIT MEMBERSHIP

Membership in the Employee organization (PBA Local 83, New Milford Unit), hereinafter in this clause called PBA, is not compulsory. Regular Employees have the right to join, not join, maintain, or drop their membership within the PBA, if they see fit. Neither party shall exert any pressure on or discriminate against any Employee as regarding such matters. Membership in the PBA is separate, apart, and distinct from the assumption by one member of the equal obligation to the extent that he/she has received equal benefits. The PBA is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard to PBA membership. The terms of this Agreement have been made for Employees in the bargaining unit and not only for members in the PBA, and this Agreement has been executed by the Employer after it has satisfied itself that the PBA is a proper majority representative.

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ARTICLE FORTY-SEVEN - DEPARTMENTAL SAFETY

The Employer shall at all times maintain existing working conditions including Police vehicles, to insure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices towards that end.

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ARTICLE FORTY EIGHT - SHIFT CHANGES

The Employer agrees that it will not adjust shifts for the purpose of avoiding overtime to Employees covered by this Agreement.

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ARTICLE FORTY-NINE - DETECTIVE SQUAD

All persons assigned to the Detective Squad regardless of rank shall receive Two Thousand Dollars (\$2,000.00) *per annum*.

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## ARTICLE FIFTY - TERMINAL LEAVE

Terminal leave for retiring Employees covered under this contract shall be calculated as follows.

A. Seventy-five percent (75%) of accumulated sick days for entire period of employment which the total is not to exceed one hundred eighty-three (183) working days,

A1. Unused sick leave earned from January 1, 2010 forward shall be paid at the rate earned and not at the rate in effect at the time of retirement. The most recently earned sick leave shall be deemed to be used first, and,

B. All accumulated and unused holidays earned prior to January 1, 2011 to date of retirement, and

C. All unused vacation as well as those personal days earned prior to December 31, 2009;

D. For Employees, who, during the term of this contract attain twenty (20) or more years of service with the Borough of New Milford, these Employees only will receive an additional one hundred sixty (160) hours toward terminal leave. Employees hired after January 1, 2018 will not be entitled to this benefit.

E. In the event an Employee submits his/her retirement request at least one (1) year prior to the effective date of said retirement, the clothing allowance, holiday pay which would become payable to said Employee during the last year of employment shall be included in the Employee's base salary for the- final year of employment. In such case, the Employee will surrender and may not utilize any holiday days or ex-offs earned during the one year period preceding retirement. Provided, however, that in the event the

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Employee elects a lump sum payout at any point during the year, he/she shall receive credit in base salary only for those holidays accruing prior to the buyout dates. Holiday days will be included in base salary under this section on December 31 of the calendar year of retirement or on the last date of terminal leave payment to the Employee in accordance with this Article, whichever is earlier.

F. If an Employee submits his/her retirement request prior to October 1<sup>st</sup> of any given year, the Employee can receive a lump sum payment payable by April 15th of the following year (year of retirement) for all time due in lieu of a protracted terminal leave. The choice between the lump sum payout or the current terminal leave practice shall remain solely with the Employee.

G. Paragraph F no longer applies to Employees who retire after December 31, 2012. Any Employee retiring during this contract period is subject to the benefits at the time of his/her retirement and is not subject to any major changes or future modifications.

H. The following modifications of the terminal leave benefit contained in this paragraph shall only effect those hired after December 1, 2005. Employees hired after December 1, 2005 shall not continue to accrue time-off benefits during the period of terminal leave should they elect terminal leave instead of a lump sum payment(s) at the end of their career. For said persons noted in this paragraph who work a partial year before beginning terminal leave, then said persons shall receive pro-rated time off benefits for said final year.

I. Effective December 31, 2012 accumulated sick leave, for the purposes of payout upon separation from employment shall be capped at Twenty Thousand Dollars (\$20,000.00). Those Employees who have, as of December 31, 2012, more than Twenty

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Thousand Dollars (\$20,000.00) in sick leave then accumulated shall be entitled to maintain said higher amount as their individual lifetime maximum for the balance of their career with the New Milford Police Department for purposes of payout upon separation from employment. Employees who have less than Twenty Thousand Dollars (\$20,000.00) worth of sick leave accumulated as of December 31, 2012 shall be limited to Twenty Thousand Dollars (\$20,000.00) in payout value upon separation from employment. Employees hired after December 31, 2012 shall be limited to Twenty Thousand Dollars (\$20,000.00) in payout value upon separation from employment. This Twenty Thousand Dollar (\$20,000.00) value, or where a higher number exists as of December 31, 2012, shall not in any way limit accumulation of sick leave during the course of employment. The Twenty Thousand Dollar (\$20,000.00) limit, or the higher value which existed as of December 31, 2012, shall be effective solely for the purposes of payout upon separation from employment.

J. Effective December 31, 2012 terminal leave payout value, as is calculated in this Article, shall be paid over a period of up to four (4) years in equal annual installments. The public employer and the separating Employee may mutually agree to a shorter term of payout.

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ARTICLE FIFTY-ONE - STAND-BY

Any Officer directed to be on "Stand-By" by way of subpoena, verbal command, etc., on their designated day off or prior to/upon completion of a scheduled tour (i.e. 3-11 or 11-7) shall be compensated by receiving one-half ( ½) hour compensatory time, for every hour, in lieu of cash compensation. All subpoenas must be for a specific, designated day(s) and any "blanket" subpoenas shall not be covered. This section shall not apply to any Detective who is assigned as the "On-Call Standby" Detective. The "On Call/Standby" Detective shall be compensated by receiving one hour compensatory time for every twenty-four (24) hour period (or part of) on Standby. Any Officer receiving compensatory time under this section may hold up to five (5) days in reserve for this section only.

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ARTICLE FIFTY-TWO - SENIOR OFFICER'S PAY

Patrolman 7 on Appendix A-1 and Appendix A-2, Patrolman 8 on Appendix A-3, Patrolman 9 on Appendix A-4 with twenty-three (23) or more years with the Borough of New Milford shall receive Two Thousand Five Hundred Dollars (\$2,500.00) *per annum* (which is not to be accumulated or increased beyond Two Thousand Five Hundred Dollars (\$2,500.00) for any year).

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ARTICLE FIFTY-THREE - EMERGENCY CLOSURE OF THE BOROUGH

Employees shall not receive, and the Borough shall not pay, any paid-time off for Employees scheduled to work at any time/day when the Borough Hall is closed due to inclement weather or a State of Emergency.

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ARTICLE FIFTY-FOUR -TERM OF CONTRACT

A. The term of this Contract shall be from January 1, 2018 through December 31, 2021 or until such time as a successor contract is executed.

B. All benefits and terms or conditions of employment agreed upon between other parties in this Agreement which are retroactive shall be paid as soon as practicable.

**IN WITNESS WHEREOF**, the parties have hereto entered their hand and seals:

ATTEST:

BOROUGH OF NEW MILFORD:

Ann Subrizi

Christine Demetres

\_\_\_\_\_

NEW MILFORD PBA LOCAL 83

[Signature]

[Signature]

Det. David Matternich

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APPENDIX "A-1"

BASE WAGES  
EMPLOYEES HIRED ON OR PRIOR TO DECEMBER 31, 2005

	Effective 01/01/2018	Effective 01/01/2019	Effective 01/01/2020	Effective 01/01/2021
<b>Captain</b>				
Johnson, T.	\$138,994	\$141,774	\$144,610	\$148,225
Kiene, K.	\$138,994	\$141,774	\$144,610	\$148,225
<b>Lieutenant</b>				
Jones, R.	\$129,900	\$132,498	\$135,148	\$138,527
Moroney, J.	\$129,900	\$132,498	\$135,148	\$138,527
Duby, W.	\$129,900	\$132,498	\$135,148	\$138,527
Clancy, B.	\$129,900	\$132,498	\$135,148	\$138,527
DiGenio, N.	\$129,900	\$132,498	\$135,148	\$138,527
<b>Sergeant</b>				
LeMorges, D.	\$121,402	\$123,830	\$126,307	\$129,465
Vinci, C.	\$121,402	\$123,830	\$126,307	\$129,465
Petrie, S.	\$121,402	\$123,830	\$126,307	\$129,465
Pisano, J.	\$121,402	\$123,830	\$126,307	\$129,465
Herrero, G.	\$121,402	\$123,830	\$126,307	\$129,465
Perez, N.	\$121,402	\$123,830	\$126,307	\$129,465
<b>Patrolman 7</b>				
Wilde, B.	\$113,117	\$115,379	\$117,687	\$120,629
Marshall, D.	\$113,109	\$115,371	\$117,678	\$120,620
Haggerty, F.	\$113,075	\$115,337	\$117,643	\$120,584
O'Brien, M.	\$113,075	\$115,337	\$117,643	\$120,584
Trapani, R.	\$113,075	\$115,337	\$117,643	\$120,584
Wester, K.	\$113,075	\$115,337	\$117,643	\$120,584

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**APPENDIX "A-2"**

**BASE WAGES  
EMPLOYEES HIRED BETWEEN JANUARY 1, 2006 AND JUNE 30, 2012**

	<b>Effective 01/01/2018</b>	<b>Effective 01/01/2019</b>	<b>Effective 01/01/2020</b>	<b>Effective 01/01/2021</b>
Captain	\$138,568	\$141,339	\$144,166	\$147,770
Lieutenant	\$129,502	\$132,092	\$134,734	\$138,103
Sergeant	\$121,030	\$123,451	\$125,920	\$129,068
Patrolman 7	\$112,848	\$115,105	\$117,407	\$120,342
Patrolman 6	\$97,138	\$97,138	\$97,138	\$97,138
Patrolman 5	\$88,458	\$88,458	\$88,458	\$88,458
Patrolman 4	\$79,779	\$79,779	\$79,779	\$79,779
Patrolman 3	\$71,100	\$71,100	\$71,100	\$71,100
Patrolman 2	\$62,420	\$62,420	\$62,420	\$62,420
Patrolman 1	\$53,742	\$53,742	\$53,742	\$53,742
Probation	\$38,295	\$38,295	\$38,295	\$38,295

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**APPENDIX "A-3"**

**BASE WAGES  
EMPLOYEES HIRED ON OR AFTER JULY 1, 2012**

	<b>Effective 01/01/2018</b>	<b>Effective 01/01/2019</b>	<b>Effective 01/01/2020</b>	<b>Effective 01/01/2021</b>
Captain	\$138,568	\$141,339	\$144,166	\$147,770
Lieutenant	\$129,502	\$132,092	\$134,734	\$138,103
Sergeant	\$121,030	\$123,451	\$125,920	\$129,068
Patrolman 8	\$112,848	\$115,105	\$117,407	\$120,342
Patrolman 7	\$98,745	\$98,745	\$98,745	\$98,745
Patrolman 6	\$90,109	\$90,109	\$90,109	\$90,109
Patrolman 5	\$81,473	\$81,473	\$81,473	\$81,473
Patrolman 4	\$72,838	\$72,838	\$72,838	\$72,838
Patrolman 3	\$64,201	\$64,201	\$64,201	\$64,201
Patrolman 2	\$55,566	\$55,566	\$55,566	\$55,566
Patrolman 1	\$46,929	\$46,929	\$46,929	\$46,929
Probation	\$38,295	\$38,295	\$38,295	\$38,295

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**APPENDIX "A-4"**

**BASE WAGES  
EMPLOYEE HIRED ON OR AFTER JANUARY 1, 2015**

	Effective 01/01/2018	Effective 01/01/2019	Effective 01/01/2020	Effective 01/01/2021
Captain	\$138,568	\$141,339	\$144,166	\$147,770
Lieutenant	\$129,502	\$132,092	\$134,734	\$138,103
Sergeant	\$121,030	\$123,451	\$125,920	\$129,068
Patrolman 9	\$112,848	\$115,105	\$117,407	\$120,342
Patrolman 8	\$100,663	\$100,663	\$100,663	\$100,663
Patrolman 7	\$92,867	\$92,867	\$92,867	\$92,867
Patrolman 6	\$85,071	\$85,071	\$85,071	\$85,071
Patrolman 5	\$77,275	\$77,275	\$77,275	\$77,275
Patrolman 4	\$69,479	\$69,479	\$69,479	\$69,479
Patrolman 3	\$61,683	\$61,683	\$61,683	\$61,683
Patrolman 2	\$53,887	\$53,887	\$53,887	\$53,887
Patrolman 1	\$46,091	\$46,091	\$46,091	\$46,091
Probation	\$38,295	\$38,295	\$38,295	\$38,295

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**APPENDIX "B"**

**LONGEVITY**

Longevity shall be paid as follows:

Three Percent (3%) of base pay after four (4) years of service.

Four percent (4%) of base pay after eight (8) years of services.

Five Percent (5%) of base pay after twelve (12) years of services.

Six percent (6%) of base pay after sixteen (16) years of services.

Seven percent (7%) of base pay after twenty (20) years of services.

Eight percent (8%) of base pay after twenty-four (24) years of service.

For Employees hired after January 1, 2015 the initial longevity step shall be at the eighth year plateau with a benefit of two percent (2%) of base pay at that time. The balance of the longevity plateaus will remain unchanged.

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**APPENDIX "C"**

**VACATIONS**

Employees of the Police Department shall receive vacation on the following basis:

Less than one year of service as of June 1<sup>st</sup> of any contract year; one (1) day per month of employment not to exceed ten (10) days.

- A. More than one (1) year of service as of June 1<sup>st</sup> of any contract year: Ten (10) working days.
- B. More than five (5) years of service as of June 1<sup>st</sup> as of any contract year: Fifteen (15) working days.
- C. More than ten (10) years of service as of June 1<sup>st</sup> of any contract year: Twenty (20) working days.
- D. More than fifteen (15) years of service as of June 1<sup>st</sup> of any contract year: Twenty-Five (25) working days.

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