

COPY

AGREEMENT

BETWEEN

THE TOWNSHIP OF West Orange

AND

West Orange POLICE SUPERIOR OFFICERS ASSOCIATION

EFFECTIVE: JANUARY 1, 2002 THROUGH DECEMBER 31, 2005

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AGREEMENT

THIS AGREEMENT, MADE THIS _____ DAY OF _____
BETWEEN THE TOWNSHIP OF WEST ORANGE, HEREINAFTER REFERED TO AS THE
“TOWNSHIP” OR “EMPLOYER” AND THE WEST ORANGE POLICE SUPERIOR
OFFICERS ASSOCIATION, HEREINAFTER CALLED THE ASSOCIATION.

WITNESSETH

WHEREAS, THE PARTIES HAVE CARRIED ON COLLECTIVE BARGAINING FOR THE
PURPOSE OF DEVELOPING A CONTRACT COVERING WAGES, HOURS OF WORK,
AND OTHER CONDITIONS OF EMPLOYMENT.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL
AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE WITH EACH
OTHER IN RESPECT TO THE EMPLOYEES OF THE EMPLOYER RECOGNIZED AS
BEING REPRESENTED BY THE ASSOCIATION AS FOLLOWS,

ARTICLE I - RECOGNITION

The employer hereby recognizes the aforementioned association as the exclusive representative of all those holding the permanent rank of Sergeant, Lieutenant, Captain, and Deputy Chief in the Police Department in West Orange, New Jersey, but excluding the Chief of Police and/or Director and all other employees

ARTICLE II - MANAGEMENT RIGHTS

The Association recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the employer. All of the rights, power and authority possessed by the Employer prior to the signing of this agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this agreement.

ARTICLE III - RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the employer during the term of this agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this agreement.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this agreement and shall be incorporated in said agreement as if set forth herein at length.

Article IV - Association Security

1. The President or Vice President of the association shall have the right to attend regular monthly State, Local and County PBA meetings without loss of pay or time off, manpower needs of the Department permitting.
2. No member shall be ordered or required to handle dead, diseased or injured animals except in the event of imminent danger to members of the public.
3. The President of the Association shall be assigned to a steady day tour, which day tour shall be Monday through Friday, with Saturday and Sunday as days off, during the term of this Agreement, or any extension of same. Also, the Association may designate an alternate to take the place of the President, however, such designee must be approved by the Chief of Police. Such day tour for the designee may or may not include days off of Saturday and Sunday.
4. Pursuant to N.J.S.A. 40A:14-155, the Township shall provide necessary means for the defense for an officer in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in furtherance of the officer's official duties. Notwithstanding the previous sentence, the Township will not provide necessary means for the defense of an officer in a disciplinary proceeding instituted against the officer by the Township, or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on complaint of the Township shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

As permitted under NJSA 59:10-4, the Township, will in its sole discretion, such discretion to be reasonably exercised, indemnify an officer for damages resulting from a lawsuit that is based on the officer's acts or omissions relating to law enforcement duties and occurring within the scope of his/her employment.

ARTICLE V - RETIREMENT

Members shall retain all pension rights under New Jersey law and ordinances of the Township of West Orange.

ARTICLE VI - EXTRA CONTRACT AGREEMENT

The Township agrees not to enter into any agreement or contract with its members who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

ARTICLE VII - WORK WEEK OVERTIME

Section 1. If a member is required to work longer than his normal tour of duty, he shall be entitled to overtime at the rate of time and one-half his regular pay, in cash or in time back at the rate of time and one-half, at the option of the employee.

Section 2. In construing overtime, a member must work thirty (30) minutes before he is entitled to receive overtime compensation. Once a member has worked thirty (30) minutes, he shall then be paid or receive time back for time and one-half for all overtime worked commencing with the thirty-first (31st) minute on a fifteen (15) minute basis, at the option of the employee. Overtime formula will be the same for all ranks. The formula will be the same as used for patrolmen.

Section 3. During the term of the within Collective Bargaining Agreement and any extensions thereof, there shall be a distinction between Detectives, more particularly, the distinction shall be one of a Line Detective as opposed to that of an Administrative Detective. **These Detectives shall receive annual stipends as set forth below:**

<u>Year</u>	<u>Line Detective</u>	<u>Administrative Detective</u>
2002	\$ 850	\$425
2003	\$ 900	\$450
2004	\$ 950	\$475
2005	\$1000	\$500

This stipend shall be paid in 26 equal payments during any period of extension. The distinction between Line and Administrative Detective shall be defined by the Police Director.

Section 4. If any member of the collective bargaining unit is called to duty from off duty, he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at time and one-half his regular rate of pay.

Section 5. The work schedule for all members of the Bargaining unit shall consist of four (4), eight (8) hour and fifteen (15) minute days on duty, followed by two (2) days off. Specifically excluded from this work schedule are plainclothes employees, certain commanders, those assigned to safe and clean program, and traffic bureau and specialized units. Additionally, members of the unit working a four (4) and two (2) schedule shall be required to attend five (5) days of training during the term of this agreement.

Section 6. Those not working the four (4) and two (2) shifts shall receive one (1) day per calendar month in addition to the other leave, which day shall be at the discretion of the Director, provided, however, all such days are not cumulative and may only be carried into the following calendar year with the written permission of the Mayor.

Section 7. Seniority days will be eliminated for all members hired after January 1, 1996.

ARTICLE VIII - VACATIONS

The present vacation entitlement shall be maintained for the duration of this contract.

ARTICLE IX - HOLIDAYS

1. The following holidays shall be recognized:

New Year's Day	Lincoln's Birthday
Washington's Birthday	Good Friday
Easter Sunday	Memorial Day
Independence Day	Labor Day
General Election Day	Veterans' Day
Thanksgiving Day	Friday following Thanksgiving Day
Christmas Day	

2. Current pay practice with reference to holidays shall be continued for the lifetime of this agreement.

ARTICLE X - INJURY LEAVE

Injury leave shall be in accordance with the current practices, with the right of both management and union to recommend changes, additions or deletions.

ARTICLE XI - SICK LEAVE

Present practice concerning sick leave entitlement shall be maintained as per the 1972 revised General Ordinances of the Township of West Orange as amended and supplemented.

ARTICLE XII - EXCHANGE OF DAYS OFF

The Tour Commander or Division Commander, as the case may be, or their designee at their discretion, may grant the request of any member of their Division or Tour to exchange days off with another member. Upon request, the Police Director, at his discretion, may grant changes in tours of duty in the absence of the Division or Tour Commander, or their designee, the superior in charge may, in an extreme emergency, grant time off.

ARTICLE XIII - CLOTHING ALLOWANCE

Section 1. **Effective January 1, 2002**, each member of the bargaining unit shall receive a cash sum **as set forth below**, representing the allowance for purchase and/or maintenance of his clothing.

2002 - \$650.00

2003 - \$700.00

2004 - \$750.00

2005 - \$800.00

Section 2. The daily mode of dress shall be at the Tour or Division Commander's discretion, in keeping with weather conditions. Members shall be permitted to remove uniform hats while in headquarters and radio cars.

ARTICLE XIV - PERSONAL LEAVE

Each officer in the bargaining unit shall be entitled to three (3) leave days each year without deduction from any other leave time. The officer shall notify the director or his designee at least three (3) days in advance, except in cases of extreme emergency. The Director, or his designee, in the reasonable exercise of their discretion shall grant the request, manpower permitting and provided that the granting of the request will not contribute to overtime.

Personal leave shall not be added to, nor supplement, a member's vacation time.

Article XV - Military Leave

Military leave shall be granted pursuant to state and federal regulations and New Jersey Department of Personnel Regulations.

ARTICLE XVI - GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure shall be to settle all grievances between the township and the association and members as quickly as possible, so as to assure efficiency and promote membership morale.
2. A grievance is defined as an alleged violation of this Agreement or alleged improper administrative decision. It shall not include disciplinary decisions appealable to the Civil Service Commission.
3. An aggrieved employee shall institute action under the provision hereof within fifteen (15) calendar days of the occurrence complained of. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance.

All grievances shall be processed as follows:

- (1) They shall be discussed by the members involved and Association representative, with the Director of the Department, or any representative designated by him. An answer shall be made to the association within five (5) calendar days by the director or his designated representative.
- (2) If the grievance is not settled through step (a), the same shall be reduced in writing by the Association and submitted to the Mayor or his designated representative, and the answer to such grievance shall be made in writing, with a copy to the Association, within ten (10) days of the submission.
- (3) If the grievance is not settled through steps (a) and (b), the Association shall have the right to submit the dispute to arbitration pursuant to the rules and regulations

of the New Jersey State Board of Mediation. The arbitrator shall have full power to hear the dispute and make a final determination which shall be borne by the Township and the Association equally.

Section 4. Charges of complaints against employees:

Charges or complaints against any member of the Police Department may be investigated by the Director or his designee. The Director may dismiss the matter or determine that formal charges shall be issued and he shall hear the matter.

1. In the event of a formal hearing before the Director, the Officer will be notified in writing of the hearing date, charges, complainant's name and the name of any witnesses. A stenographic record of the hearing may be taken with costs to be paid jointly by the parties.
2. In the event of an adverse decision, a member, only with the consent and approval of the Executive Board of the Association may appeal the matter to the Mayor where a hearing on the record shall be had provided, however, that if the officer may appeal to the Civil Service Commission, there shall be no appeal to the Mayor.
3. The accused officer or officers shall have the right to be represented by counsel during hearings before the Director and/or Mayor and shall have the right to consult with counsel at any step of this procedure without costs to the Township.

ARTICLE XVII - QUALIFICATION OF EMPLOYMENT

It shall be the intent of the Township to maintain or increase the standards for entrance to the Department.

ARTICLE XVIII - COMMENDATION

Members shall be permitted to wear Association commendation insignia on their uniforms.

The Association Award Committee shall be recognized by the Township Council.

ARTICLE XIX - EQUIPMENT

The Township shall not require employees to operate any motor vehicles that are not in safe operating condition nor equipped with the safety appliances prescribed by law or regulations adopted thereto.

It shall not be a violation of this agreement nor any statute, rule or regulation for any employee to refuse to operate such vehicles unless such refusal is patently unjustified.

ARTICLE XX - BASE SALARY

Effective upon execution of this Contract the wages for members of the Bargaining Unit shall reflect the following increase:

- 2002 - 3.90%
- 2003 - 3.80%
- 2004 - 3.90%

- 2005 - 3.80%

These increases shall also be used to establish the following wage guide:

	Date	Min.	Max.
Deputy Police Chief	01/01/02	\$97,799	\$104,937
	01/01/03	\$101,515	\$108,925
	01/01/04	\$105,474	\$113,173
	01/01/05	\$109,482	\$117,474
Police Captain	01/01/02	\$86,516	\$92,821
	01/01/03	\$89,804	\$96,348
	01/01/04	\$93,306	\$100,106
	01/01/05	\$96,852	\$103,910
Police Lieutenant	01/01/02	\$76,562	\$82,144
	01/01/03	\$79,471	\$85,265
	01/01/04	\$82,570	\$88,590
	01/01/05	\$85,708	\$91,956
Police Sergeant	01/01/02	\$68,361	\$72,697
	01/01/03	\$70,959	\$75,459
	01/01/04	\$73,726	\$78,402
	01/01/05	\$76,528	\$81,381

Section 1. The Union agrees that in 1996 and thereafter, the Township has the option of changing to a bi-weekly payroll:

Section 2. The Township shall continue to provide a prescription plan for all members of the bargaining unit, providing benefits no less than currently in effect. The co-payment will be increased on the first day of the following the execution date of the Contract to: a \$5.00 co-

payment for generic drugs and a \$12.00 co-payment for brand name drugs.

Section 3. All members hired after January 1, 1996 will contribute fifty percent (50%) for prescription and dental benefits.

Section 4. Those promoted after January 1, 1995 will remain at minimum for one year and go to maximum on the one-year anniversary date of promotion.

Section 5. **The Township shall pass the necessary resolution to the State Health Benefits for participation in paid hospitalization for eligible retired members per rules and regulations of the State Health Benefits to be effective January 1, 1989.**

ARTICLE XXI - COURT TIME

Section 1. Members of the bargaining unit shall receive time and one-half their regular straight time rate of pay for all time spent as a witness, and not a party, in all criminal courts, municipal court and administrative agencies when attendance is in addition to their normal tour of duty, with reference to administrative agency appearances. This provision is only applicable when the employee is appearing on behalf of the Township and not on behalf of another employee. Members shall receive a minimum of two (2) hours effective May 1, 1985.

Section 2. When members are required to use their personal vehicles to attend as a witness, and not as a party, any court or administrative agency, with the exception of municipal court, he shall receive a fifteen cent (15¢) per mile reimbursement.

Section 3. Members who attend as a witness, and not as a party, any court or administrative agency, with the exception of municipal court, shall receive a \$3.50 lunch allowance and a \$1.25 parking allowance.

Section 4. JURY DUTY: Police officers who are required to attend jury duty on a regularly scheduled workday shall not be required to work their regularly scheduled shift, but shall be paid at their regular straight time rate of pay for the regularly scheduled shift hours. Nothing in this provision shall be construed to require the Township to pay officers for attending jury duty on days that they are not scheduled to work

ARTICLE XXII – SCHOOLING

All members of the police department who are or become matriculated in a recognized police-related college program will be paid by the Township an additional salary, subject to the ordinance now in effect, with the following changes: number of credits as of June 30th, additional salary payable in August.

ARTICLE XXIII - MISCELLANEOUS

Section 1. All members shall be made aware of any formal charges concerning them. They shall have the right to remain silent until they consult with an attorney or the association.

Section 2. The Township will supply a locker for each member for his own use.

Section 3. Members shall not be suspended or suffer any loss in benefits until after the member has had a Departmental Hearing and has been found guilty, except in cases of severe nature, when the Director or the superior in charge deems the suspension of the member of immediate necessity for the safety of the public, or the welfare of the Department. The Director or the superior officer in charge shall immediately submit a report, explaining such action to his superior.

Section 4. Members may not be required to operate, ride on or assist with the operation of any ambulance except for police ambulance or when a fire emergency exists, or whenever the Police Director, at his discretion, determines an emergency exists. A member will assist the Fire Department ambulance after 6:00 p.m., per existing practice.

Section 5. It will be the intent of the Township to provide adequate radio communication for dismounted functions whenever such equipment is available.

Section 6. The P.A.L. Director shall be granted time off to perform P.A.L. duties,

Department manpower permitting, at the discretion of the Police Director.

Section 7. Longevity changes occurring after January 1, 1995 will become effective the first of the month following the member's anniversary date of hire.

ARTICLE XXIV - NEGOTIATIONS PROCEDURE

Section 1. The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Employer-employee relations act in good faith effort to reach agreement on all matters concerning the terms and conditions of employment of the Township employees included in Article I. Such negotiations shall begin not later than September 15th of the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees included in Article I, and shall be reduced to writing signed by authorized representatives of the Township of West Orange and members of the West Orange SOA.

Section 2. The Township agrees that there shall be no change in the terms and conditions of employment during the lifetime of this agreement, except through negotiations between the parties.

Section 3. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during employee's scheduled working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay or other fringe benefits.

ARTICLE XXV - SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulations, or court decision cause invalidation of any article or section of this agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE XXVI - DURATION OF AGREEMENT

This Agreement shall become effective **January 1, 2002** and shall terminate on **December 31, 2005**. All provisions contained herein shall be retroactive to the effective date of this Agreement. This contract shall remain in effect until a new contract is negotiated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or have caused these presents to be signed by their corporate officers and their corporate seals affixed

hereto as of this 21st day of July, 2005.

Township of West Orange

ATTEST:

Jo Ann Behar Deputy Clerk By: John F. McKeon Mayor

West Orange Police Superior Officers Association

ATTEST:

Amir J. Eskani By: Joseph Kowalski President