

COPY

AGREEMENT
THE BOROUGH OF WOOD-RIDGE
AND
WOOD-RIDGE SUPERVISING OFFICER'S ASSOCIATION
LOCAL 313

JANUARY 1, 2004 through DECEMBER 31, 2008

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THIS AGREEMENT, made by and between the **BOROUGH OF WOOD-RIDGE**, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer," and the **WOOD-RIDGE SUPERVISING OFFICER'S ASSOCIATION, LOCAL 313** hereinafter referred to as the "SOA";

WHEREAS, the Employer and the SOA 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 continuous and efficient service will be rendered to and by both parties,

WHEREAS, the Employer recognizes the SOA only as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all employees employed by the employer's police department in the job titles of captain, lieutenant and sergeant. All non-police employees and other lower rank positions are excluded.

WHEREAS, no employee shall be compelled to join the Association but shall have the option to voluntarily join said Association,

WHEREAS, the term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males, and shall apply to members of the police force covered by this Agreement,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

EMPLOYEES' BASIC RIGHTS

1.1 The parties recognize and affirm that their relationship is covered by the "New Jersey Employer-Employee Relations Act: the laws of 1974, Chapter 123, (N.J.S.A. 34:13A-1 et seq.) and they agree in the conduct and procedures of their collective negotiations to be bound by the rules and regulations of the New Jersey Public Employment Relations Commission.

1.2 Pursuant to Chapter 303, Public Law 1968, as amended, the Employer hereby agrees that every employee shall have the right freely to organize, join and support the SOA and its affiliates for the purposes 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, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

1.3 The Employer further agrees that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the SOA and its affiliates, collective negotiations with the employer, or his institution of any grievance, complaint or proceeding 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.

ARTICLE II

EXCLUSIVITY OF ASSOCIATION REPRESENTATION

2.1 The Employer and employees agree that they will not enter into any contract or memorandum of agreement with anyone but the recognized Association (Wood-Ridge Supervising Officer's Association) only with regard to the categories of personnel covered by this Agreement during the term of this Agreement.

ARTICLE III

DUES CHECK-OFF

3.1 Upon presentation to the Employer of a proper dues check-off card signed by the individual employees, the Employer will deduct from such employees' periodic salaries the amount set forth on said dues check-off authorization card.

3.2 Thereafter, the Employer will, as soon as practicable forward a check in the amount of all dues withheld for this purpose to the SOA representative entitled to receive same.

3.3 The said SOA representative shall be appointed by resolution of the SOA and certified to the Employer by the SOA. Notice to the Employer shall be in writing.

3.4 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 within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within 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 representative fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent 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 fee 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.

3.5 The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands and liabilities resulting from any suit or action brought as a result of the implementation of the agency shop, and it shall reimburse the Borough for all costs, including reasonable attorney's fees incurred in defense of the Borough. This section shall only apply provided there is neither intentional nor negligent wrongdoing on the part of the Borough.

ARTICLE IV

EXISTING LAW

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

ARTICLE V

ASSOCIATION REPRESENTATIVES

5.1 The Employer recognizes the right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement provided they are members of the Wood-Ridge Police Department or their attorneys.

5.2 The Association shall furnish the Employer, in writing, names of the representatives and alternate and notify the Employer of the changes, all within reasonable periods of time.

5.3 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:

- (a) The investigation and presentation of grievances in accordance with the provision of the collective bargaining Agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.

5.4 The Association representatives shall also be the authorized representatives for receipt of information for the Employer. The designated Association representatives shall be granted time with pay during working hours to investigate and seek to settle formal grievances or alternate, be excused from duty regarding grievance at one time.

ARTICLE VI

RIGHTS OF EMPLOYEES

6.1 Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

6.2 The security of the community depends to a great extent on the manner in which police officers perform their duty, and their employment is thus in the nature of a public trust.

6.3 The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

6.4 Out of these contacts may come questions concerning the actions of the members of the force.

6.5 These questions may require investigation by the Chief of Police and/or the governing body.

6.6 In an effort to insure that these investigations 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, in which event reassignment of the

member of the force should be employed. (If any time is lost, the member of the force shall be compensated.) When it arises out of work situation or police matter, interrogation shall be handled on Borough time.

- (b) The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
- (c) Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he 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 that are reasonably necessary.
- (e) Neither party shall be subject to any offensive language, nor shall any member of the force be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as inducement to answering questions.
- (f) The complete interrogation of a member of the force shall be recorded mechanically or by a Department stenographer at the request of the member or interrogator. There will be no "off-the-record" questions. All recesses called during the questioning shall be noted on the record.

- (g) If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
- (h) This article shall not apply with regard to minor violations or the routine day to day activities of the Department.

ARTICLE VII

DATA FOR FUTURE BARGAINING

7.1 The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively, if such data shall be contained in any official record of the Borough except such as is classified confidential pursuant to law.

7.2 The relevant data noted above if the Borough has same shall include, but shall not be limited to such items as salaries and benefits enjoyed by other Borough groups, the cost of various insurance and other programs, information concerning overtime worked by employees, the total number of sick leave days utilized by employees, the total number of injuries on duty, the total amount of time lost as a result of injuries on duty and other data of similar nature.

7.3 The Borough shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.

ARTICLE VIII

SALARIES

8.1 The base annual salaries of all employees covered by this Agreement shall be set forth in Appendix "A".

ARTICLE IX

WORKDAY, WORKWEEK AND OVERTIME

9.1 The normal workday tour shall be eight (8) hours, which shall include thirty (30) minutes for meals in addition to a fifteen (15) minute coffee break prior to the meal period and a fifteen (15) minute coffee break subsequent to meal period per day which shall be taken pursuant to present practice, including the obligation to respond to all calls. The aforementioned breaks shall not be contiguous to the meal period. All uniformed officers will take said coffee breaks in police headquarters. Due to the unforeseeable emergencies, contingencies, and circumstances inherent in daily police operations, it is understood that the Chief of Police or his designee has the right and responsibility to call to duty such department members to resolve any given situation as the Chief or his designee, in his professional opinion, may deem necessary.

9.2 The present work schedule as set forth in Appendix "D" shall continue in full force and effect during the term of this Agreement.

9.3 The normal workday shall be based upon utilization of a three (3) squad system, which shall function for eight (8) hours for each squad during a twenty-four (24) hour day. Except in the case of an emergency, there will normally be sixteen (16) hours off between the tour of duty of each employee. An employee may be "long-shifted" by the Borough on no more than one (1) shift per year, unless the employee specifically requests to be long-shifted on a particular shift.

9.4 Work in excess of the employee's basic work week or tour for a day is overtime.

9.5 Overtime shall be paid at the time and one-half rate. Overtime shall be paid in fifteen (15) minute segments and an employee who works eight (8) minutes or more of any fifteen (15) minute segment shall be paid overtime for the entire fifteen (15) minute segment. An employee who works less than eight (8) minutes of any fifteen (15) minute segment of overtime shall not be paid overtime for said fifteen (15) minute segment.

ARTICLE X

HOURLY RATE

10.1 To compute the base hourly rate for overtime or other purposes, the employee's annual base salary plus longevity shall be divided by 1936 hours.

ARTICLE XI

COURT TIME

11.1 Court time as referred to in this Article shall consist of all time, excluding regular tours of duty, during which any employee in good standing covered under this Agreement shall be required to attend any forum as authorized by law for matters arising out of his police duties.

11.2 All such required court time shall be considered as time worked and shall be compensated for in a manner consistent with the overtime provisions of this Agreement. (Refer to Article 9.4).

11.3 When an employee covered under this Agreement shall be required to travel to and from any of the appropriate forums 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 headquarters and the pertinent forum.

11.4 An employee will be entitled to not less than two (2) hours of overtime pay for municipal court appearances and four (4) hours of overtime pay for any other pertinent forum, all consistent with the overtime provisions of this Agreement.

ARTICLE XII

TRAINING PAY

12.1 The Employer agrees to compensate all employees covered by this Agreement at the overtime rate for attending training courses and successful completion of same on their own time, which courses are scheduled or approved by the Chief or his designee, which overtime payment shall be consistent with the other provisions of this Agreement.

ARTICLE XIII

RECALL

13.1 Any employee who is called back to work after having completed his regularly scheduled shift, shall be compensated at the overtime rate of pay with a minimum guarantee of four (4) hours work or pay in lieu thereof consistent with the overtime provisions of this Agreement.

ARTICLE XIV

PRIORITY FOR OVERTIME

14.1 Overtime for regularly scheduled shifts and details will be offered in order of preference based upon a rotating seniority roster. Under extenuating circumstances, the Chief may deviate from the above with an explanation to his second in command.

14.2 The purpose of this section is to equalize overtime whenever practicable among employees and same shall not be defeated by the Employer's selection of specially trained persons within the unit for special details.

ARTICLE XV
SHIFT CHANGES

15.1 The Employer agrees that it will not adjust shifts as to avoid overtime payments to employees covered by this Agreement. A shift change which occurs without giving affected employees seventy-two (72) hours notice shall entitle the employee to the overtime rate of four (4) hours of his eight (8) hour tour.

ARTICLE XVI

LONGEVITY

16.1 In addition to all wages and other benefits, each employee shall be entitled to a longevity payment as set forth in Appendix "B". Method of payment shall be pursuant to present practice.

ARTICLE XVII

UNIFORMS

17.1 The Employer will pay each Employee, during the term of this Agreement, the following as a clothing allowance:

Effective January 1, 2004, the Employer will pay each Employee the sum of One Thousand (\$1,000) dollars per year as a clothing allowance which shall be payable June 1, 2004, and each June 1st thereafter until June 1, 2008 when the clothing allowance shall be increased to One Thousand and Fifty (\$1,050) dollars per year.

17.2 This payment shall be made to plainclothed as well as uniformed employees.

17.3 The Chief or his designee reserves the right to inspect uniforms to insure that officers are in good and proper attire.

17.4 If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any changed items without any deduction from the clothing allowance, except if a complete new uniform is issued in any calendar year.

17.5 The Borough shall provide each Employee with ammunition for the purposes of qualifying with an off duty weapon, to a maximum ten (10) boxes of ammunition per year.

ARTICLE XVIII

SOA REPRESENTATIVES

18.1 The Employer agrees to grant time off without loss of pay to one member of the SOA and his alternate, selected by the members of the SOA as delegate to attend any state or national convention of the New Jersey Police Benevolent Association. Further, the Employer agrees to grant time off without loss of pay to the SOA state delegate to attend the monthly State SOA meetings.

ARTICLE XIX

VACATIONS

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

19.2 When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of policy activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.

19.3 If an employee is on vacation and becomes sufficiently ill or injured so as to require hospitalization for two (2) days or more, he may have such period of illness or injury and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

19.4 Employees shall be permitted to select vacations during the entire year with the exception of the Christmas week; no more than two (2) weeks of which may be selected between June 1 and September 30 of each year with the approval of the Chief of Police or his designee.

19.5 No Employee who is on vacation shall be recalled except in the case of the mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

19.6 Vacations shall be selected on a rotating seniority basis which shall be established by the Chief of Police pursuant to present practice.

ARTICLE XX

SICK LEAVE

20.1 An Employee shall be eligible to receive full pay and benefits when he is unable to work due to a verifiable sickness, injury or illness; except intentional self-inflicted injury.

20.2 The Employee shall be required to report any sickness, injury or illness as soon as practicable to his commanding officer.

20.3 After three (3) days illness, an Employee may reasonably be required to present proof of any sickness, injury or illness upon request of the Borough.

20.4 An Employee may be required to reasonably undergo any medical examinations or tests requested by the Borough.

20.5 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 the appropriate pension papers be submitted to the Pension Board on or after one year's absence due to sickness, injury or illness.

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

ARTICLE XXI

WORK INCURRED INJURY

21.1 When an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue each 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 Workmen's Compensation Act shall be paid over to the Employer. On or after one year's absence due to work-connected injury or disability, the Borough may reasonably require that appropriate pension papers be submitted to the Pension Board.

21.2 The Employee shall be required to present evidence by a certificate of responsible physician that he is unable to work and the Employer may reasonably require Employees to visit the Borough physician or its insurance company physician.

21.3 In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers Compensation, or by the final decision of the last reviewing court which shall be binding upon the parties.

21.4 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.

ARTICLE XXII

BEREAVEMENT LEAVE

22.1 All permanent, full-time Employees covered by this Agreement shall be entitled to three (3) workdays leave with pay. These days must be taken within seven (7) days of notification to the employee of the death of a member of his immediate family.

22.2 Immediate family shall include spouse, children, parents, brothers, sisters, and grandparents of Employee or spouse. One working day's leave with pay shall be granted to an Employee upon the death of the Employee's brother's wife or sister's husband.

22.3 Such bereavement leave shall not be charged against the Employee's vacation or other leave.

22.4 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.

ARTICLE XXIII

LEAVE OF ABSENCE

23.1 All permanent full-time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed six (6) months.

23.2 The Employee shall submit in writing all facts bearing on the requests to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the governing body. The governing body shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny any Employee's request for a leave of absence.

23.3 This leave is subject to renewal for reasons deemed proper and approved by the Employer. Normally it shall be granted only when the Employee has used his accumulated vacation leave.

23.4 At the expiration of such leave, the Employee may be returned to the position from which he is on leave.

23.5 Seniority shall be retained.

ARTICLE XXIV

MEDICAL COVERAGE

24.1 The Employer and Employee agree that the designated health insurance carrier for the bargaining unit shall be the State Health Benefits Program. A copy of said insurance plan has been provided to the employees and said document is on file with the Borough Clerk.

24.2 It is noted that the Traditional Plan under the State Health Benefits Program contains a \$1,000,000.00 lifetime cap for Major Medical expenses. In addition, the said plan also contains other programs wherein no such cap applies. Under such circumstances the Employer will attempt to procure at a reasonable cost a catastrophic indemnity plan to supplement the existing \$1,000,000.00 lifetime cap if the Traditional Plan is selected by the Employee. In the event an Employee selects a plan within the New Jersey State Health Benefits Program in order to utilize additional spending caps then and in that event the Employer agrees to make whole any such Employee who chooses such selection. Employer will reimburse Employee for any co-payments up to the maximum out of pocket costs dictated by the chosen plan.

In the event of a change in the source of coverage the Employer agrees to maintain all coverages at an equal or better level.

24.3 The Borough shall maintain a prescription plan with a \$3.00 co-payment for generic prescriptions, and a \$5.00 co-payment for non-generic prescriptions for

employees and their dependents. The Borough will reimburse active and retired employees the difference between any contractual prescription co-payments when compared to that provided by the New Jersey State Health Benefits Plan.

24.4 Upon a disability retirement or qualified service retirement (as defined by New Jersey PFRS) all employees shall be covered by the medical plan and/or any such comparable plan in place at the time of such employees' retirement unless such retiree waives coverage of same.

- (a) The Employer agrees to maintain equal to or better level of health coverage for the said retired employee.
- (b) A qualified retiree's surviving spouse shall be entitled to medical coverage under this Agreement so long as the Employer maintains health benefits through the New Jersey State Health Benefits Plan. Upon termination of the Employer's relationship with the New Jersey State Health Benefits Plan this spousal retirement benefit shall conclude and be of no further force and effect.
- (c) An employee's or retiree's surviving spouse may continue with the group policy maintained by the Borough after the cessation of any COBRA benefits, provided that the spouse pays one hundred (100%) percent of the group rate premium. This coverage may be maintained by the surviving spouse to age sixty-five (65) or until the surviving spouse remarries.

It is agreed and understood by the parties hereto that any and all medical plans that the Employer provides hereunder will remain equal to or better than the Plan in existence.

24.5 All increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

24.6 If an employee qualifies for family or husband and wife medical coverage, said employee may waive such family or husband and wife medical coverage, and in lieu thereof the said employee shall be given a stipend of Two Thousand (\$2,000.00) dollars for the applicable calendar year. The employee shall have the option to make such waiver decision on an annual basis and shall notify the employer of such decision by November 1 of the preceding calendar year. The agreed upon stipend payment shall be made to the employee at the time of the first pay period in January in the year the medical coverage has been waived.

24.7 If an employee qualifies for single or single parent with child medical coverage, the said employee may waive his single or single parent with child medical coverage and in lieu thereof the said employee shall be given a stipend of One Thousand (\$1,000.00) dollars for the applicable calendar year. The employee shall have the option to make such waiver decision on an annual basis and shall notify the employer of such decision by November 1 of the preceding calendar year. The agreed upon stipend payment shall be made to the employee at the time of the first pay period in January in the year medical coverage has been waived.

ARTICLE XXV

INSURANCE

25.1 The employer will indemnify employees covered by this Agreement protecting them 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, violation of the right of privacy, invasion of the right of privileged occupancy.

25.2 If the suit or action is not defended by the Employer's insurance carrier, the Employer will pay the reasonable fee of any attorney selected by said Employee, said fee not to exceed the fees normally charged by the Borough Attorney, and any bond and interest on said judgment which any Employee may be charged or obligated to pay as a result of any civil and/or criminal charges against the Employee by reason of his performance of his duties for the Employer as required by statute.

ARTICLE XXVI

LIFE INSURANCE

26.1 The Employer will continue to provide, at its own cost and expense and without cost to the Employee, a life insurance policy in the face amount of Twenty-Five Thousand (\$25,000.00) dollars per Employee. Upon the employee's retirement the face amount of said policy shall be Ten Thousand (\$10,000.00) dollars.

ARTICLE XXVII

DETECTIVES

27.1 The present practice of scheduling and the payment of an additional sum of Fifty (\$50.00) dollars a month, or Six Hundred (\$600.00) dollars per year over and above their base annual salaries shall be continued during the term of this Agreement for Detectives.

ARTICLE XXVIII
PERSONNEL FILES

28.1 A separate personnel history file shall be established and maintained for each employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the office of the Chief of Police.

28.2 Any member of the Police Department may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.

28.3 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.

28.4 All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

ARTICLE XXIX

MILITARY LEAVE

29.1 Mandatory 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.

ARTICLE XXX

PENSION

30.1 The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to the provisions of the Policemen's and Firemen's Pension Funds of the State of New Jersey.

30.2 The Employer will pay to the appropriate Police Retirement Fund its portion of all amounts which the Fund will accept on account of any pensionable payments made to Employees pursuant to this Agreement.

30.3 It is agreed that in the event the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement funds of the state, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

ARTICLE XXXI

GRIEVANCE PROCEDURE

31.1 To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall obtain: The term "grievance" means any complaint or difference or dispute between the Borough and any Employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any rule, order, or regulation of any of the provisions of this Agreement or any rule, order, or regulation or any matter affecting or impacting upon an Employee's safety.

31.2 The procedure for settlement of grievances shall be as follows:

(a) STEP ONE

In the event that any Employee covered by this Agreement has a grievance within ten (10) working days of the occurrence of the event being grieved, the Employee shall submit a written grievance to the Chief or his designee who shall decide the grievance within ten (10) working days after the grievance is first presented to him.

(b) STEP TWO

If no satisfactory resolution of the Agreement is reached at Step Two, then within ten (10) working days, the grievance shall be presented in writing to

the Mayor and Council. The Mayor and Council shall render a decision within ten (10) working days after the grievance was first presented to them.

(c) **ARBITRATION**

If no satisfactory resolution of the grievance is reached at the Mayor and Council level, then within ten (10) working days, the grievance shall be referred to PERC for the selection of an arbitrator to decide the issue or issues. The decision of the arbitrator shall be final and binding upon the parties. The cost of the arbitration shall be borne equally by the parties. The arbitrator shall have no authority to add to or subtract from the Agreement when interpreting same.

ARTICLE XXXII

SEPARABILITY AND SAVINGS

32.1 If any provision of the Agreement or any application of this Agreement to any 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 such invalid provision, provided the provision is of an economic nature, consistent with the law relating to negotiations and interest arbitration as set forth in the N.J.S.A. 34:13A-1, et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXXIII

OFF-DUTY POLICE ACTION

33.1 Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following: Recognizing that the Employer, its residents and the citizenry in general benefit from the additional protection afforded them by armed off-duty police officers, and further recognizing the weighty responsibilities and hazards confronting such armed off-duty police officers, the parties agree that any action taken by a member of the force on his time off which would have been taken by an officer on active duty if present or available shall be considered police action and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty. The article does not apply to approved secondary employment which may be obtained by Employees covered by this Agreement.

ARTICLE XXXIV

MATERNITY LEAVE

34.1 Maternity leaves without pay and not to exceed six (6) months shall be granted upon the request of a female Employee.

34.2 Maternity leaves without pay may be extended or renewed for a period not to exceed six (6) months upon the request of a female Employee.

34.3 The provisions of 34.1 and 34.2 are deemed to be subject to applicable law.

ARTICLE XXXV

NO WAIVER

35.1 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

35.2 This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees or Employer herein are entitled by law.

ARTICLE XXXVI

UNIFORM REGULATIONS

36.1 While the parties agree that a full and complete uniform and the use thereof by the Employee has an affirmative impact upon an officer's image, it is recognized that the use of the police hat while riding in a patrol vehicle can cause inconvenience and discomfort to the employee.

36.2 The parties, therefore, agree that an Employee may remove his uniform hat while riding in an official patrol vehicle.

ARTICLE XXXVII

SENIORITY

37.1 Traditional principals of seniority shall apply to Employees covered by this Agreement and shall be consistent with New Jersey Department of Personnel Rules and Regulations. Such principles shall apply to lay off, recall and other similar acts. 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 time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

ARTICLE XXXVIII

IN-SERVICE TRAINING

38.1 Each Employee covered under this Agreement who shall have at least two (2) years of service with the Borough may be entitled to attend two (2) in-service training programs every two (2) calendar years provided, however, that the said in-service training school shall be in Bergen County or elsewhere in the State if approved by the New Jersey State Police Training Commission. Attendance at other schools or courses shall be subject to the approval of the governing body. All such courses shall not exceed a two (2) week duration. In the event of a manpower shortage, the Chief has the prerogative to postpone such training period.

38.2 The said in-service training school shall be chosen by the Employee, subject to approval by the Chief, to achieve diversification of skills within the Department. Preference for the attendance of such courses will be based upon seniority.

38.3 Each Employee attending such training school shall be reimbursed by the Borough for meal expenses pursuant to present practice.

38.4 Where the tuition and fees are required for such in-service training course, the cost will be borne by the Borough.

38.5 The Chief shall have the right to regulate the number of men to attend a particular course at any given time.

ARTICLE XXXIX

PAST PRACTICE CLAUSE

39.1 Unless otherwise provided by this Agreement, the parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of the Borough of Wood-Ridge Police Officers, which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

ARTICLE XL

SEVERANCE BENEFITS

40.1 Any employee who retires, dies or is separated from employment, provided such is not based "upon just cause," shall be entitled to his/her pro-rata share of all benefits which he or she has accrued as of the date of separation from employment. All benefits shall be prorated based upon the number of days worked for the calendar year except for vacations, which shall be provided in full since vacation benefits are based upon the immediately preceding year's service. In the event of death, all benefits shall be paid to the Employee's estate.

40.2 Effective January 1, 2004, an Employee with twenty five (25) years or more of service shall be entitled to a terminal leave of seven (7) months of his pay provided that the separation is not based upon a disciplinary termination. This seven (7) month terminal leave may however, be paid at the option of the Employee in a one-time payment upon his retirement.

ARTICLE XLI

MANAGEMENT RIGHTS

41.1 Nothing in this contract shall abrogate the management rights of the elected or appointed officials in charge of the various departments of Borough government. Except as otherwise provided herein, pursuant to applicable State or Federal Law, the Borough retains the exclusive right to hire, direct, and schedule the working force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force observing demotional rights established by New Jersey Department of Personnel procedures; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem available. Further, no management prerogative reserved solely to the discretion of the Borough by the terms of this Agreement shall be made subject of a grievance.

ARTICLE XLII

DEPARTMENTAL MEETINGS

42.1 The Chief of Police shall have the option to ask for two (2) departmental meetings per year under the following conditions:

- (a) Each meeting shall last no longer than two (2) hours.
- (b) Each meeting shall be posted no later than one (1) week prior to the scheduled date for the meeting, and an agenda shall be posted no later than (1) week prior to each meeting.
- (c) Departmental meetings shall start at 9:00 A.M., Monday thru Friday.
- (d) Members of the Department who are on excused absences shall not be required to attend such meetings. Excused absences shall include but not be limited to such absences as sick leave, injury on duty leaves, vacation leaves, bereavement leaves or other similar leaves.

ARTICLE XLIII

PERSONAL DAYS

43.1 Employees may take five (5) personal days per year upon the giving of no less than twenty-four (24) hours' notice to the Chief of Police, as long as the taking of the personal day does not result in overtime. The taking of such a personal day is subject to the approval of the Chief of Police, which approval shall not be unreasonably withheld.

ARTICLE XLIV

TERM OF CONTRACT

44.1 The term of this contract shall be from January 1, 2004, through December 31, 2008.

IN WITNESS WHEREOF, the parties have hereto entered their hands and seals
this 23rd day of March, 2004.

WITNESS

BOROUGH OF WOOD-RIDGE

H. J. Stanley

[Signature]
By:

SOA LOCAL 313

[Signature]

[Signature]
By:

APPENDIX "A"

SALARIES

	<u>1/1/04</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>7/1/07</u>	<u>1/1/08</u>	<u>7/1/08</u>
	(3.75%)	(4.0%)	(4.0%)	(2.0%)	(2.0%)	(2.0%)	(2.0%)
Sergeants	\$90,500	\$94,120	\$97,885	\$99,843	\$101,839	\$103,876	\$105,954
Lieutenants	\$94,878	\$98,673	\$102,620	\$104,673	\$106,766	\$108,902	\$111,080
Captains	\$99,258	\$103,228	\$107,357	\$109,504	\$111,694	\$113,928	\$116,207

APPENDIX "B"

1. In addition to the base annual salary, the Employer shall pay an additional amount equal to one (1%) percent of the base annual salary, beginning in the fourth (4th) year of service, to a maximum of thirteen and one quarter (13.25%) percent as of January 1, 2004 and a maximum of thirteen and three quarters (13.75%) percent as of January 1, 2008. (See schedules below in paragraph 4) For the purpose of this clause, an employee shall be considered to have one (1) completed year of service on December 31st of the calendar year in which said employee was hired.

2. Longevity shall be paid bi-weekly and shall be calculated on the base rate in existence at the time of payment.

3. Eligibility for longevity shall be controlled by the number of years an Employee has vested within the New Jersey Police and Fire Retirement System (PFRS) and not by an employee's years of service within the Wood-Ridge Police Department.

4. LONGEVITY SCHEDULE EFFECTIVE JANUARY 1, 2004

Beginning 4 th year -- 1%	Beginning 15 th year -- 5%
Beginning 6 th year -- 2%	Beginning 18 th year -- 6%
Beginning 9 th year -- 3%	Beginning 21 st year -- 7.5%
Beginning 12 th year -- 4%	Beginning 23 rd year -- 13.25%

5. LONGEVITY SCHEDULE EFFECTIVE JANUARY 1, 2008

Beginning 4th year -- 1%

Beginning 15th year -- 5%

Beginning 6th year -- 2%

Beginning 18th year -- 6%

Beginning 9th year -- 3%

Beginning 21st year -- 7.5%

Beginning 12th year -- 4%

Beginning 23rd year -- 13.75%

APPENDIX "C"

Employees appointed prior to June 1 of calendar year	five (5) working days
One to two years of service	ten (10) working days
3 rd Year of service	eleven (11) working days
4 th Year of service	twelve (12) working days
5 th Year of service	thirteen (13) working days
6 th Year of service	fourteen (14) working days
7 th Year of service through 14 th year	seventeen (17) working days
15 th Year of service through 20 th year	twenty-one (21) working days
21 st Year through retirement	twenty-five (25) working days

APPENDIX "D"

MISCELLANEOUS

- (A) All notices required to be given hereunder shall be in writing addressed to the employer c/o Borough Clerk, 85 Humboldt Street, Wood-Ridge, New Jersey, and to the employee(s) c/o the designated SOA representative, Wood-Ridge Police Department, Wood-Ridge.
- (B) The present work schedule referred to in this Agreement provides for 5-2, 5-3, 5-2, 5-3, with an additional three (3) personal days off at the discretion of the officer responsible for scheduling.
- (C) With respect to the Traffic Division, one employee shall be considered minimum staffing. A schedule of 5-2, 5-2, 5-2, 5-2, day shifts, Monday through Friday, shall be assigned to the officer(s) in the Traffic Division.
- (D) With respect to the rank of Captain, a schedule of 5-2, 5-2, 5-2, 5-2, day shifts, Monday through Friday, may be assigned by the Chief of Police at his discretion.
- (E) In any event, all employees, including those assigned to the 5-2, 5-2, 5-2, 5-2 schedule, shall have at least one hundred twenty-three (123) regular days off per year.
- (F) The Employer shall supplement any state mandated medical plan provided to retirees at a later date, with dental, optical, and prescription plans.