

OK DOES
NOT CIRCULATE

AGREEMENT

Between

TOWNSHIP OF WEST MILFORD,

PASSAIC COUNTY, NEW JERSEY

and

WEST MILFORD SUPERIOR OFFICERS ASSOCIATION

Police Department

JANUARY 1, 1977 through DECEMBER 31, 1978

LIBRARY
Institute of Management and
Labor Relations

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RUTGERS UNIVERSITY

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PREAMBLE

THIS AGREEMENT made and entered into on this 7th day of September August, 1977, by and between the TOWNSHIP OF WEST MILFORD, IN THE COUNTY OF PASSAIC, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Township") and WEST MILFORD SUPERIOR OFFICERS ASSOCIATION (hereinafter referred to as the "S. O. A."), represents the complete and final understanding on all bargainable issues between the Township and the S. O. A. and is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

A. The Township recognizes the S. O. A. as the representative for the purposes of collective negotiations of all Lieutenants and Captains employed by the Police Department but excluding the Chief of Police and all other employees of the Township of West Milford.

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

ARTICLE II

MANAGEMENT RIGHTS

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

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

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

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

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

C. Nothing contained herein shall be construed to deny or restrict the Township or the employees of their rights, responsibilities and authority under R. S. 40 and R. S. 11 or any other national state, county or local

Article II continued:

laws or ordinances, nor either parties' rights pursuant to the New Jersey
Public Employer-Employee Relations Act.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

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

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

B. Definition

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

C. Steps of the Grievance Procedure

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

Step One:

(a) An aggrieved employee or the S. O. A. on behalf of an aggrieved employee or employees or the Township shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The employee or the S. O. A., shall, in writing and signed, file his grievance with the Chief of Police.

Article III : continued:

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

Step Two:

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

Step Three:

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

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

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

(d) The costs for the services of the arbitrator shall be borned equally between the Township and the S. O. A. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be

Article III continued:

paid by the party incurring the same.

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

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

D. Township Grievances

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

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

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

G. The term "days" as used within this article shall mean "working days" and not regular days off.

ARTICLE IV

HOURS AND OVERTIME

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

B. Overtime shall be paid upon the following basis:

1. In 1977 an annual payment of \$800 for all overtime hours worked and in 1978 an annual payment of \$900 for all overtime worked. Said payment shall be made prior to December 15 of the year for which payment is made.

2. Attendance at Upper Court, Civil Court, Grand Jury or Division of Motor Vehicles hearings or proceedings and other judicial or administrative hearings or proceedings, on off-duty time will be compensated at the rate of \$25.00. If an employee is required to remain until the afternoon if his testimony is not taken or completed he shall receive an additional payment of \$10.00, in addition to his meal allowance. The morning court session shall conclude with the lunch break of the

Article IV continued:

Court or 1:00 p. m.

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

ARTICLE V

HOLIDAYS

A. Each employee shall be compensated in pay, use or time off with the approval of the Chief of Police subject to the manpower needs of the Department and further subject to the provisions of Sections B, C & D below for the following holidays:

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

B. In the event an employee chooses to be paid for his holidays, he shall be paid by December 15th for no more than six (6) holidays in 1977 and no more than eight (8) holidays in 1978.

C. Employees covered by this Agreement shall receive three (3) holidays off on the day of the holiday after requesting same in writing to the Chief of Police, who shall establish reasonable procedures to guarantee supervisory coverage of police operations.

D. Holidays not paid pursuant to Section B above or taken off pursuant to Section c above may be taken as time off in that year.

ARTICLE VI

VACATIONS

A. Amount of Vacation Leave

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

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

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

Article VI continued:

B. Vacation Leave Due Upon Separation

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

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

C. Employees may, at their option, elect to accumulate vacation leave not in excess of forty (40) days inclusive of the then current year.

ARTICLE VII

SICK LEAVE

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

B. Service Credit for Sick Leave

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

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

3. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

C. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

Article VII continued:

3. An employee shall be reimbursed for accrued sick leave earned subsequent to January 1, 1972 at the time of termination of his employment in good standing at the rate of ten dollars (\$10.00) for each unused sick leave day. Termination in good standing shall not be deemed to be attained if the employee fails to provide the Township with at least fourteen (14) days advance written notice of his termination.

4. Effective January 1, 1977 the Township shall deduct ten (10) accrued sick days from the employee's total days earned after January 1, 1972 and deduct two (2) accrued sick days from the employee's total days earned prior to January 1, 1972. No reimbursement for said days shall be provided pursuant to Section 3 above.

D. Reporting of Absence on Sick Leave

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

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

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

Article VII continued:

E. Verification of Sick Leave

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

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

b. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Chief of Police.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

Article VII continued:

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

F. Sick leave accrued prior to January 1, 1972 shall first be deducted from an employees sick leave bank prior to any other accrued sick leave.

ARTICLE VIII

HOSPITALIZATION AND INSURANCE

A. The Township shall provide a fully paid hospitalization insurance program to each employee and dependents which shall include Blue Cross, Blue Shield, Rider J and Major Medical Coverage.

B. Effective January 1, 1975 each employee who retires shall be provided with the same hospitalization coverage under the same conditions as active employees.

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

ARTICLE IX

SALARY GUIDE

A. Effective January 1, 1977, all employees covered by this Agreement shall be entitled to receive the wage rates for their particular job title as noted in Schedule A.

ARTICLE X

LONGEVITY

A. Effective January 1, 1977 for each year of the contract longevity payments based upon years of continuous uninterrupted service with the Township payable on December 1st shall be as follows:

After five (5) years of service	\$125.00
After ten (10) years of service	\$250.00
After fifteen (15) years of service	\$375.00
After twenty (20) years of service	\$500.00
After twenty-five (25) years of service	\$625.00

ARTICLE XI

COLLEGE INCENTIVE PAY

A. All employees who successfully complete approved courses in a recognized institution of higher learning in a program leading to a degree in Police Science related courses shall annually receive the sum of twenty (\$20.00) dollars per credit hour.

B. The maximum amount payable under this Article shall be limited to one hundred twenty-eight (128) credits or \$2,560.00.

C. Such compensation shall be payable, subject to presentation to the Township Manager of evidence of successful completion of the course, on or before the first pay period in December.

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

E. Effective January 1, 1977 employees shall not be eligible to receive College Incentive Pay unless they make progress toward a degree within each two year period thereafter. Progress shall be deemed to be the completion of at least one approved course with a passing grade within a two year period. Failure to make progress within a two year period shall terminate said employee's benefits under this Article, including any benefits previously enjoyed. Reinstatement may be made by the Township Manager. No progress toward a degree is necessary after the successful completion of an Associates or Bachelors level degree, however, any credits earned beyond the Associates or Bachelors level will be subject to the above provisions.

ARTICLE XII

PERSONAL LEAVE DAYS

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

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

C. Personal leave days shall be requested in writing as far in advance of the day requested as possible except in case of an emergency. A reply to the request shall be provided as soon as practicable after the request and no reply shall be deemed an approval.

D. In the event that two (2) or more employees request the same personal leave shift that employee with the greater seniority shall have first priority to the shift requested.

ARTICLE XII

LEAVES OF ABSENCE

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

ARTICLE XIV

CLOTHING, TRAVEL AND MEAL ALLOWANCE

A. Effective in 1977, and for each year of the contract, the annual clothing allowance shall be \$300.00 subject to presentation of acceptable vouchers representing the expenditure of such sum.

B. Meal allowances shall be paid at the rate of three (\$3.00) dollars.

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

ARTICLE XVI

MISCELLANEOUS

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

B. The Township will provide sixty (60) rounds of reload ammunition per month, provided by the present supplier, upon request provided that previously issued ammunition has been utilized by the employee.

The provisions of this Section shall terminate upon purchase of reloading equipment by the Township, or inability to secure ammunition from present supplier.

C. Each employee shall be entitled to bereavement leave of three (3) days from the date of death in the immediate family, and in the event the burial takes place out of the state, up to two (2) additional days travel time. This leave shall be with pay. Proof of attendance at the burial may be required by the Township. Deaths in the immediate family covered by this section shall mean spouse, parents, children, brothers, sisters, grandparents and parents-in-law. One day of bereavement leave will also be allowed for employee's aunts and uncles regardless of the location of the burial.

ARTICLE XVII

NO-STRIKE AND NO-LOCKOUT PLEDGE

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

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

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

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

Article XVII continued:

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the S. O. A. or its members.

ARTICLE XVIII

NON-DISCRIMINATION

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

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

ARTICLE XIX

SEPARABILITY AND SAVINGS

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

ARTICLE XX

FULLY BARGAINED PROVISIONS

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

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

ARTICLE XXI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1977, and shall be in effect to and including December 31, 1978. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at West Milford, New Jersey on this day of August, 1977.

WEST MILFORD SUPERIOR OFFICERS
ASSOCIATION

By *John R. Way* President

Witness:
Noble C. ... Secretary

TOWNSHIP OF WEST MILFORD

By *[Signature]* Mayor
[Signature] Township
Manager

Witness:
George F. Eckhardt Jr. Township
Clerk

SCHEDULE A

A. Effective January 1, 1977, salaries shall be paid as follows:

- | | |
|---------------|-------------|
| 1. Lieutenant | \$17,581.00 |
| 2. Captain | \$18,661.00 |

B. Effective January 1, 1978, salaries shall be paid as follows:

- | | |
|---------------|-------------|
| 1. Lieutenant | \$18,988.00 |
| 2. Captain | \$20,154.00 |