

AGREEMENT

Between

**BOROUGH OF WALLINGTON
BERGEN COUNTY, NEW JERSEY**

And

**POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 321
(WALLINGTON POLICE DEPARTMENT)**

JANUARY 1, 2016 THROUGH DECEMBER 31, 2017

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AGREEMENT

THIS AGREEMENT, made this _____ day of December, 2015 by and between the **BOROUGH OF WALLINGTON**, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer", and the **POLICEMEN'S BENEVOLENT ASSOCIATION; LOCAL 321 (WALLINGTON POLICE DEPARTMENT)**, hereinafter referred to as the "Association".

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

WHEREAS, the parties agree that a Police Director will be substituted whenever the phrase "Chief of Police" appears in the Collective Bargaining Agreement in the absence of a Chief of Police,

NOW, THEREFORE, it is agreed as follows: 


ARTICLE I

PRESERVATION OF RIGHTS

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

B. Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment, applicable to any Police Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished. The issue of scheduling shall be controlled by the applicable New Jersey law and decisions of the Public Employment Relations Commission.

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

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

ARTICLE II

EMPLOYEES' BASIC RIGHTS

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

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

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

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ARTICLE III

EXCLUSIVITY OF ASSOCIATION REPRESENTATION

The Employer agrees that it will not enter into any contract or Memorandum of Agreement with anyone but the recognized Association (PBA Local 321, Wallington Police Department) only with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of the Agreement. This Association is recognized to represent all Police Employees of all ranks except the Captain(s) and Chief of Police. *PL*

ARTICLE IV

EXISTING LAW

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

ARTICLE V

ASSOCIATION RECOGNITION

A. The Employer recognizes PBA Local 321 (Wallington Police Department) 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 except those Employees excluded herein [Captain(s) and Chief of Police excluded].

B. No Employee shall be compelled to join the Association. Employees shall have the right to designate representatives within the Department and alternates for the enforcement of this Agreement provided they are members of the Wallington Police Department or their attorneys.

C. The Association shall furnish the Employer in writing the names of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

(1) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

(2) The transmission of such messages and information which shall originate with, and are authorized by the Association or its Officers.

D. The Association must notify the Employer of any changes within one (1) week of change of representative. The designated Association representatives shall be

granted reasonable time during working hours to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with Employer officials. There shall be no overtime or compensatory time credited under this Section. There shall be no loss of regular compensation by virtue of an Employee's attendance at such meeting. The Officer must obtain the permission of the Chief/Police Director to engage in Association business on Borough time. PL

ARTICLE VI

AGENCY SHOP

A. 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 re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation 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.

B. The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Employer at the request of the Union under this Article. *AL*

ARTICLE VII
RIGHTS OF EMPLOYEES

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

- (A) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, as determined by the Chief of Police. If any time is lost as a result of a Departmental Investigation, the member of the force shall be compensated; so long as he is exonerated of the charge.
- (B) The interrogation shall take place at a location designated by the Chief of Police.
- (C) The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the 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 as are

reasonably necessary.

- (E) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- (F) The complete interrogation of the member of the force shall be recorded mechanically or by a stenographer, if so requested by him or the Chief. There will be no "off the record" questions unless agreed to by the parties. All recesses called during the questioning shall be recorded.
- (G) If a member of the force is under arrest or if 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) In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force. PL

ARTICLE XL
REPLACEMENTS

The Borough reserves the right to hire civilian dispatchers to replace Employees who have left the service of the Municipality through termination, attrition or retirement.

PBA members will not be laid off. *pr*

ARTICLE XLI

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of New Jersey and of the United States.

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

ARTICLE XLII

POLICE DIRECTOR

If no one is filling the position of the Police Chief within the Borough of Wallington Police Department, the title of "Police Director" will substitute for the Chief of Police in the Collective Negotiations Agreement. *AZ*

ARTICLE XLIII

ASSIGNMENTS/KELLY TIME

A. Any Officer working an assignment totaling more than 2024 hours will get the time back in Kelly Hours, that cannot create overtime. The Department work schedule is based upon 2024 hours, therefore, any shift work or assignments including, but not limited to, Administration, Detective Bureau or Traffic would be adjusted with Kelly time.

1. (Example – Officer working 40 hour work week works 2080 hours, this is 56 more hours. They would receive 56 hours).
2. Patrol currently works 2196 hours and receives 172 hours Kelly time, which was used to balance holiday, vacation and personal leave. The conversion leaves Kelly hours for each Officer based on years of service described below.

B. Patrol Kelly time

0 – 4 years	-	68 hours
5 – 9 years	-	60 hours
10 – 14 years	-	48 hours
15+ years	-	28 hours

Kelly time must be used by the end of the year in which it was granted.

The calculation/adjustment of time off will be based on the Employee work schedule/assignment and administered by the records clerk for record keeping purposes.

AZ

ARTICLE XLIV

DAY OFF REQUEST

A. All time off requests will stay the same and shall be based on shift/departmental seniority rather than rank sequence.

B. Once time off requests are approved, they shall not be rescinded as per past practice and current standing Department procedures.

C. No single day off request (holiday, vacation day, Kelly day or training day) shall be approved more than twenty-nine (29) days in advance, but shall be approved as soon as it is submitted as long as it is within the twenty-nine (29) day period and no later than 24 hours prior to a start of a shift. A single day off request with less than 24 hours notice shall not be allowed any earlier than 4 hours prior to start of shift and shall not create overtime. *P2*

ARTICLE XLV

EXTRA DUTY ASSIGNMENT

A. No Officer may work a side job eight (8) hours before they work a regularly scheduled or 12 hour overtime shift unless authorized by the Chief of Police. *R*

ARTICLE XLVI

LIMIT ON HOURS WORKED

A. Officers should work no more than 16 hours straight hours. Once an Officer completes their tour, they must have an 8 hour break before they are able to accept an overtime shift or any part of the overtime. The only exception would be during a force out situation. Once an Officer works 16 straight hours, an 8 hour break is required. Once the 8 hour break is completed, the "clock resets". This policy excludes emergent circumstances as deemed by the Chief of Police or designee.

B. The call out for overtime will be done in accordance with Article XXXVIII Priority of Overtime.

C. If nobody takes the overtime, Officers will only be forced to work 4 additional hours at the front or back end of the shift. The remaining four hour block from 10:00 AM to 2:00 PM or 10:00 PM to 2:00 AM will then be called out. *RL*

ARTICLE XLVIII

TERM OF CONTRACT

All benefits and terms and conditions agreed upon between the parties in this Agreement shall be made as soon as practicable after the date of this Agreement. If a successor Agreement is not executed by December 31, 2017, then this Agreement shall continue in full force and effect until a successor Agreement is executed. Unless otherwise specifically provided for herein, all terms and conditions of this Agreement shall be effective January 1, 2016, and such retroactive adjustments as may be necessary shall be paid as soon after execution of this Agreement as is practicable.

IN WITNESS WHEREOF, the parties have hereto entered their hands and seals.

ATTEST:

Witold T. Boguski

Dated: 12-17-15

BOROUGH OF WALLINGTON

Charles Swartz

ATTEST:

POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL 321
(WALLINGTON POLICE DEPT.)

Rich Lopez
President

Dina Bardo
Negotiations Chair

Dated:

APPENDIX A

Salary Guide

Patrolmen/(Detectives)	Effective 01/01/2015	Effective 01/01/2016	Effective 07/01/2016	Effective 01/17/2017	Effective 07/01/2017
0 - 6 Months	\$38,146	\$38,146	\$38,146	\$38,146	\$38,146
7 - 18 Months	\$49,426	\$49,426	\$49,426	\$49,426	\$49,426
19 - 30 Months	\$60,780	\$60,780	\$60,780	\$60,780	\$60,780
31 - 42 Months	\$72,127	\$72,127	\$72,127	\$72,127	\$72,127
43 - 54 Months	\$83,453	\$83,453	\$83,453	\$83,453	\$83,453
55 - 66 Months	\$92,502	\$92,502	\$92,502	\$92,502	\$92,502
67 - 78 Months	\$101,509	\$101,509	\$101,509	\$101,509	\$101,509
79 - 84 Months	\$110,600	\$110,600	\$110,600	\$110,600	\$110,600
Over 84 Months	\$119,848	\$121,144	\$122,658	\$124,191	\$125,744
Sergeant	\$124,247	\$125,800	\$127,373	\$128,965	\$130,577
Lieutenant	\$128,341	\$129,945	\$131,570	\$133,214	\$134,880

Note: The parties specifically agree that the salaries from steps 0-6 months through 79-84 months shall remain the same from 01/01/2015 through the effective salary period commencing 07/01/2017 as set forth above.

RZ

APPENDIX B

(VACATIONS)

Years of Service

Date of Hire through Completion of 4 Years of Service	12 Working Days = 144 hours
Start of 5 th Year through Completion of 9 Years of Service	14 Working Days = 168 hours
Start of 10 th Year through Completion of 14 Years of Service.....	17 Working Days = 204 hours
Start of 15 th Year of Service (through completion of 19 Years of Service) ..	22 Working Days = 264 hours
Start or 20 th Year of Service (and all subsequent Years of Service.....	25 Working Days = 300 hours

Vacation shall be computed in hours.

Hour adjustments shall be made accordingly by the record rooms clerk dependent upon work schedule/assignment.

PL

ARTICLE XXXII

MILEAGE ALLOWANCE

Whenever an Employee shall be required to use his personal vehicle in any job-connected capacity, he shall be entitled to an allowance of Eighteen Cents (\$0.18) per mile.

AL

ARTICLE XXXIII

TELEPHONE

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

ARTICLE XXXIV
HIGHER EDUCATION AND TECHNICAL TRAINING
INCENTIVE PROGRAMS

Section 1. Higher Education or College Program

- A.** Each Police Officer enrolled in the program must pledge that he will complete at least an Associate Degree program in a Police-related field, including, but not limited to, Criminology, Police Science, Police Administration, Criminal Justice or Public Administration. The program must be approved by the Chief of Police and the Police Commissioner. All courses of study must be at an accredited institution of higher learning.
- B.** Additional compensation at the rate of Ten Dollars (\$10.00) per year shall be paid for each semester hour completed upon the award of a degree. Payment of Five Dollars (\$5.00) per year per credit shall be made prior to degree completion. Payments will be commenced January 1 of each year, but shall be disbursed after the adoption of the annual budget, for semester hours successfully completed as of September 1 of the previous calendar year. Payments for any credits less than a full degree shall be at the rate of Five Dollars (\$5.00) per year, with the balance being disbursed immediately upon completion of each degree.
- C.** If an enrolled Officer fails to continue in a program for three (3) consecutive semesters without justification approved by the Chief of Police and the Commissioner of Police, all incentive payments shall be discontinued until the Police Officer enrolls again under a program which satisfies the Chief and the Commissioner or his genuine intention

to continue through completion of at least the Associate Degree.

D. The Borough shall require submittal of each applicant's proposed program of higher education and proof of semester hours earned through College records.

E. Upon earning an Associate or higher College degree, payment for semester hours shall continue permanently throughout the remainder of the Officer's career with the Department.

F. Educational incentive payments made to an Officer leaving the Department within two (2) years of completing a degree shall be reimbursed to the Borough, not to exceed the previous two (2) years' payment.

Section 2. Technical Training Program

All Employees covered by this Agreement completing the following technical Police training program shall receive additional annual compensation under the terms and conditions hereinafter set forth:

A. Acceptable programs shall include the following: Police Law, Narcotics, Community Relations, Fingerprinting, Investigative, Criminology, Police Administration, Police Photography, Riot and Civil Disturbance Control, Juvenile Procedures, Search and Seizure, Accident Investigation, First Aid, Defensive and Combat Tactics, Police Emergency Operations Command, Propane Gas Explosive Devices and Chemical Agents, Defensive Driving, Water Rescue, Breathalyzer and/or Identikit Operation, Homicide Investigation, Organized Crime, Sex Crime, Auto Theft, and such other courses as may be approved by the Chief of Police and the Commissioner of Police.

B. All technical training hours credited shall be compensated at the rate of One

Dollar (\$1.00) for every four (4) hours of such completed training. Payment for such completed technical training hours will be made effective as of January 1 of each year, but shall be disbursed after the adoption of the annual budget for hours successfully completed as of September 1 of the previous calendar year.

C. No payment shall be made until the Employee has accumulated at least one hundred (100) hours of approved, completed technical training. Accumulated hours shall be computed by adding all hours for qualifying courses completed January 1, 1974.

D. Technical training hours earned as part of a basic Police training or continuous firearms program shall not be eligible for additional compensation as provided in this Section.

E. The cost of travel to and from the educational courses shall be reimbursed at the rate of Eighteen Cents (\$0.18) per mile.

F. Employees shall only receive incentive payment credit for credit hours for which they receive satisfactory evidence of completion (*i.e.* a certificate), subject to the approval of the Chief of Police and the Commissioner of Police.

G. Employees shall be entitled to receive payment for courses pursuant to Section 2 herein on a continued basis provided that within five (5) years after completion of the course, the Employee completes a "refresher course", if available. The Employee shall only be responsible for obtaining a "refresher course" in training programs for which such exists. Payment for any such "refresher courses" shall be in the same manner and in addition to that for which the Employee is already receiving payment, so long as such "refresher courses" are in excess of three (3) hours. *Pz*

Section 3. Additional Conditions

A. An Employee may receive additional compensation under both the higher education and the technical training programs.

B. The additional compensation provided under the higher education and technical training incentive programs shall not be deemed base pay for longevity purposes.

Section 4.

New Employees hired after January 1, 2013 shall only have a right to benefits provided under this contract Article as of said new Employee's reaching Top Step Patrol Officer's pay rate and thereafter.

PL

ARTICLE XXXV

NO WAIVER

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

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



ARTICLE XXXVI

FACILITIES AND POLICE VEHICLES

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

B. All regular, marked Police vehicles purchased after the execution of this Agreement shall be a standard sized vehicle with a standard Police package. Such vehicles shall contain, but not be limited to, the following equipment: automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic trunk release, interior mounted twelve (12) gauge shotgun, roof rack with electronic siren and lights, oxygen, first aid kit and flares. *R*

ARTICLE XXXVII

MEAL ALLOWANCE

An Employee who is obligated to go outside the Borough on official business shall receive a meal allowance of Four Dollars (\$4.00) per meal. *PZ*

ARTICLE XXXVIII

PRIORITY FOR OVERTIME

Overtime will be offered to regular full time Officers first, before it is offered to any other person, and said overtime shall be offered based on Departmental seniority on a rotational basis. If an Officer refuses an overtime assignment or accepts such assignment, he/she goes to the bottom of the Seniority List. All overtime is subject to approval of the Chief of Police or Tour Commander.

PZ

ARTICLE XXXIX

OFF DUTY POLICE ACTION

Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following: 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. PL

ARTICLE XXIV

INSURANCE

A. The Employer will indemnify all Employees covered by this Agreement from civil suits arising out of the performance of their duties including, but not limited to, the following: False arrest, malicious prosecution, libel, slander, defamation of character, first aid provided on or off duty, privileged occupancy and the invasion of civil rights.

B. Employees covered by this Agreement shall, and are expected to take appropriate action in circumstances requiring first aid as Police duties, wherever and whenever said may occur. *AL*

ARTICLE XXV
BULLETIN BOARD

A. The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

B. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees. The present posting practice shall continue.

C. No matter may be posted without receiving permission of the officially designated Association representative. *PL*

ARTICLE XXVI

CEREMONIAL ACTIVITIES

A. In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least one (1) uniformed off-duty Police Officer of the Department to participate in funeral services for the said deceased Officer.

B. Subject to the availability of same, the employer will permit a Department vehicle to be utilized by the member in the funeral service. *PZ*

ARTICLE XXVII

PERSONNEL FILES

- A. A separate personal history file shall be established and maintained in the office of the Chief of Police.
- B. 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.
- C. Whenever a written complaint concerning an Officer of his action 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.
- D. All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.
- E. The Employee shall have the right to place a written rebuttal in the file to any document within seven (7) days of reviewing the file. *Pz*

ARTICLE XXVIII

MILITARY LEAVE

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

PZ

ARTICLE XXIX

PENSION

The Employees shall be covered under the Police and Firemen's Pension Fund for the State of New Jersey. *B*

ARTICLE XXX
GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

For the purpose of this Agreement, the term "Grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement, or any applicable rule or regulation, administrative decision or policy change.

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) days of the occurrence of the event being grieved, the Employee shall discuss it informally with his immediate Supervisor. The Supervisor shall decide the grievance within ten (10) calendar days after the grievance is first presented to him.

(B) STEP TWO

If no satisfactory resolution of the grievance is reached at **STEP ONE**, then within ten (10) calendar days the grievance shall be presented in writing to the Chief of Police or his designee. The Chief shall render a decision within ten (10) calendar days after the grievance was first presented to him.

PL

(C) **STEP THREE**

If no satisfactory resolution of the grievance is reached at **STEP TWO**, then within ten (10) calendar days the Association shall request the Borough Clerk to place the grievance on the Mayor and Council's agenda together with copies of all previous correspondence relating to the matter in dispute. The Mayor and Council may give the Association the opportunity to be heard and will give its decision in writing within twenty-one (21) calendar days of receipt of the written grievance.

(D) **STEP FOUR**

If no satisfactory resolution of the grievance is reached at **STEP THREE**, the Employee or the Association may refer the matter to the Public Employment Relations Commission for the selection of an Arbitrator. The parties will pay their respective costs for arbitration, and the decision of the Arbitrator shall be final and binding upon the parties. Effective January 1, 2013 grievances filed thereafter may only be processed and filed to grievance arbitration before PERC by the PBA.

(E) The Arbitrator shall be bound by the provisions of this Agreement and by the applicable laws of the State of New Jersey and United States and decisions of the Courts of the State of New Jersey and the United States. The Arbitrator shall not have the authority to add to, modify, detract from or alter the provisions of this Agreement or any amendment or supplement thereto. In rendering his written Award, the Arbitrator shall indicate his findings of fact and reasons for the decision. The Arbitrator's decision shall be final and binding upon the parties subject to applicable Court proceedings. *Rz*

ARTICLE XXXI

SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any provisions are so invalidated by statute, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable laws. *PZ*

ARTICLE XVII

VACATIONS

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

B. When in any calendar year the vacation or any part thereof is not granted by reason of Police activities, they shall be granted during the next succeeding year.

C. Vacation selection shall be based on Departmental seniority rather than rank sequence.

D. Vacation Block Submittal

1. All Officers must submit their vacation request thirty (30) days in advance, at which time the request shall be approved. At the discretion of the Chief/Director of Police, an officer may take vacation on less than thirty (30) days notice if the schedule permits and it does not cause overtime. All vacation requests will be in accordance with current Department procedures.

2. No Police Officer can exceed the use of seven (7) consecutive vacation days which it not to exceed seventeen (17) total days off at one time. This can be modified by the Chief/Director of Police at his/her sole discretion.

E. Definition of Vacation Block

A block of vacation for the purpose of the 3/2 schedule shall be as follows:

1. The maximum vacation block is a total of seven (7) consecutive

working days not to exceed a total of seventeen (17) days off at one time.

2. The minimum vacation block will be two (2) consecutive working days which must result in a minimum of seven (7) consecutive days off.
3. Vacation cannot be denied for scheduling purposes (i.e., BCPA/Range), as per current Department procedures.
4. In accordance with vacation selection being based on seniority, vacation submittals shall be limited to one vacation block per month unless otherwise agreed upon by shift/tour members at which time the vacation submittals shall be approved. DL

ARTICLE XVIII

PERSONAL LEAVE

Each Employee shall have two (2) personal leave days per year. For purposes of this clause, an Employee shall not be required to advise his Superior of the reason for the personal leave day but shall be required to notify his Superior at least forty-eight (48) hours in advance of such personal leave except in cases of emergency. Selection shall be based on Departmental seniority, rather than rank sequence.

Personal leave/days will be computed in hours based upon work schedule.

The calculation/adjustment of time will be based upon the employee work schedule/assignment and administered by the records clerk for record keeping purposes. *R*

ARTICLE XIX

HOLIDAYS

A. All Employees covered by this Agreement shall receive compensatory time off representing compensation for the following twelve (12) holidays each year:

- | | |
|--------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Washington's Birthday | 8. Columbus Day |
| 3. Good Friday | 9. General Election Day |
| 4. Easter | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day After Thanksgiving |
| 6. Independence Day | 12. Christmas Day |

B. Holiday allotment shall be calculated by hours.

2080 work schedule receives 96 hours = 12 days X 8 hours

2196 work schedule receives 144 hours = 12 days X 12 hours

The calculation/adjustment of time off will be based on the employee work schedule/assignment and administered by the records clerk for record keeping purposes.

C. Any compensatory time off which may be due individual Employees by virtue of this clause shall be taken only upon prior notice to the Department and be subject to the Police Department's manpower requirements pursuant to prior practices.

D. Each Employee covered by this Agreement shall be entitled to sell back up to 48 hours of holiday time to the Borough and receive a cash payment in lieu of time off for said 48 hours of holiday time. Any Employee may exercise the option stated herein provided notice of his intent to do so, including the number of hours for which he will

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receive cash payment, is given to the Borough prior to February 1 of that year. Payment will thereafter be provided to each Employee no later than thirty (30) days after adoption of the Municipal Budget. *R*

ARTICLE XX

SICK LEAVE

A. All Employees are entitled to receive up to 120 paid hours per year for *bona fide* illness, injury or sickness. Said time off, up to 120 paid hours per year, will be determined as sick leave. Sick days which are not used shall accumulate and be carried forward from year to year.

B. The Employee shall be required to report any sickness, illness, or injury as soon as practicable to his Commanding Officer.

C. If an Employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but not later than four (4) hours prior to the start of the scheduled work shift from which he is absent. Failure to so notify the Department Head or his designated representative may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action. An Employee who is absent for five (5) consecutive days or more and who does not notify the Department Head during the first five (5) days will be subject to dismissal barring extenuating circumstances.

D. Any Employee may be required by the Chief to undergo any medical examination at the Borough's sole cost and expense to determine if the Employee is in fact too ill or sick to work and further to determine, if illness or accident is involved, the length of time that the Employee will not be available for work.

E. All Employees may be required to present proof of any sickness, illness, or injury upon request of the Chief of Police when the Employee is out sick for more than two

(2) days.

F. Any abuse of the within sick leave policy may cause the Employee to be subject to appropriate disciplinary action in accordance with applicable law. *AZ*

ARTICLE XXI

WORK-INCURRED INJURY

A. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work up to one (1) year under N.J.S.A. 40A:14-137. During the period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

B. The Employee shall be required to present evidence by a certificate from a responsible physician that he is unable to work. The Employer may require the said Employee to present an additional certificate from the Police Surgeon.

C. 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.

D. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

E. An injury on duty requiring time off for treatment, recuperation, or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties. *R*

ARTICLE XXII

BEREAVEMENT LEAVE

A. All permanent full time Employees covered by this Agreement shall be entitled to leave with pay not to exceed three (3) working days upon the death of a member of his immediate family, which period shall be from the date of death to the day after the burial.

B. Immediate family shall include spouse, children, brothers, sisters, parents, grandparents of Employee or spouse.

C. Such funeral leave shall not be charged against the Employee's vacation or sick leave.

D. 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.

E. In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police or the Chairman of the Police Committee. PZ

ARTICLE XXIII

MEDICAL BENEFITS

A. The current existing medical benefits shall continue. The Employer will provide and pay for health insurance benefits under the current Plan or a Plan that provides "equal to or better than" health insurance benefits for all Employees covered by this Agreement and their families.

B. All Employees employed before July 1, 2003 who (1) have accumulated twenty-five (25) years or more of creditable service with PFRS; (2) or who have been granted an accidental disability retirement; (3) or who have been granted an ordinary disability retirement shall be entitled to full medical benefits and coverages as are provided in this Article throughout retirement. The maintenance of these health insurance coverages shall be the sole obligation of the Borough of Wallington. Retirement for the purposes of this Article, shall be defined pursuant to the pension statutes of the State of New Jersey.

All Employees employed after July 1, 2003 must serve twenty-five (25) years or more within the Borough of Wallington to be eligible for fully paid health insurance benefits if they otherwise qualify for a twenty-five (25) year service retirement. They would also receive fully paid health insurance benefits if they qualify for an ordinary disability retirement or an accidental disability retirement.

The "twenty-five (25) years" references in this Article shall be changed to "twenty (20) years" if the "twenty (20) and out" legislation is enacted into law.

C. All increase in premiums during the term of this Agreement shall be borne

entirely by the Employer.

D. The Employer shall provide a prescription program for Employees covered by this Agreement and their families which shall be based upon a Five Dollar (\$5.00) co-payment prescription plan for brand name drugs and a One Dollar (\$1.00) co-payment for generic drugs.

E. The Borough shall provide the Delta Dental Program for Employees covered by this Agreement and their dependents. The Bollinger Insurance Company no longer provides the dental program affecting unit Employees.

F. The Borough shall permit individual Employees to "opt out" of health insurance coverage. In order for an Employee to be permitted to "opt out" of Borough medical insurance coverage, said Employee must establish that adequate coverage is available to said Employee, and said Employee's family where applicable, from an alternative source. There shall be an annual window of thirty (30) days established by the Borough in which an Employee who has "opted out" is permitted to opt back in. In the event that there is a "life changing event" resulting in loss of coverage, such as death of a spouse where the alternative coverage was derived from said spouse's employment, divorce, *etc.*, then the opting out Employee shall immediately be permitted to then opt back into the Borough's medical health insurance program. Where an Employee has "opted out" then said Employee shall be paid fifty percent (50%) of the amount of the health care insurance premiums that would have been charged but for the opting out. The Borough and the individual Employee exercising the option shall share equally in the cost savings. Said payments, where due, shall be paid during the month of December of each year in which the Employee has "opted out" for all or part of the time.

G. All Employees must contribute a minimum of 1.5% of retirement allowance towards their health benefits cost. This shall be the maximum amount and Employee will pay towards medical health benefits upon retirement.

H. The Employer shall have the right to implement a Five Dollar (\$5.00) generic/Ten Dollar (\$10.00) brand name co-payment program. There shall be no change in the existing mail order coverage. *AZ*

ARTICLE VIII

SALARIES

A. The base annual salaries of all Employees covered by this Agreement shall be as set forth in Appendix A. Unless specifically provided herein, all economic benefits shall be effective January 1, 2016, and all retroactive payments shall be paid as soon after execution of this Agreement as is practicable.

B. Newly hired Employees without basic Police Academy experience shall start at the "Academy Step" on the Wage Guide (Appendix A). Said new Employee while in the Basic Training Police Academy shall receive the base pay rate as set forth in the Academy Step. *12*

ARTICLE IX

WORK SCHEDULE, WORK DAY, WORK WEEK AND OVERTIME

A. A duty day for each police officer working 3/2 schedule shall consist of the following:

1. Each work day shall consist of twelve (12) consecutive hours.
2. Each workday shall consist of one (1) forty-five (45) minute meal break and two (2) twenty (20) minute breaks.
3. The work sequence will be as follows and shall be constantly repeated:

WEEK 1

MON. Work	TUES. Work	WED. Off	THUR. Off	FRI. Work	SAT. Work	SUN. Work
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WEEK 2

MON. Off	TUES. Off	WED. Work	THUR. Work	FRI. Off	SAT. Off	SUN. Off
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4. The actual sequence of schedule is 2/2, 3/2, 2/3 and herein after shall be referred to as the 3/2 schedule.

B. Shift Schedule/Hours

1. The 3/2 schedule shall consist of two (2) platoons, each with two (2) shifts; each shift shall be 12 hours in duration. When Platoon A is work, Platoon B shall be off and when Platoon B is work Platoon A shall be off.

2. Day Shift 0600 – 1800 Hours (6:00 AM to 6:00 PM)

Night Shift 1800 – 0600 Hours (6:00 PM to 6:00 AM)

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3. Each shift shall consist of five (5) officers at all times.

4. Officers will rotate between the Day and Night Shift every (6) weeks.

C. Work in excess of the Employee's basic work week, work on a scheduled day off, or tour for a day is overtime.

D. All overtime performed by the Employees in the bargaining unit shall be compensated by the Borough of Wallington at time and one-half (1½) the straight time hourly rate.

E. Posting of Schedule

The posting of the schedule will be posted in full from September 1, 2015 until December 31, 2016 and September 1, 2016 until December 31, 2017. Schedule changes will be made accordingly by the Chief/Director of Police or his designee. Thereafter, the annual schedule shall be posted not later than December 1st of the preceding year. *AL*

ARTICLE X

HOURLY RATE

The sum of the Employee's yearly base salary (including longevity pay) shall be divided by two thousand eighty (2,080) hours to compute the straight time hourly rate.

PZ

ARTICLE XI

COURT TIME

A. Court time, as referred to in this Article shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies as a direct result of his official duties.

B. Employees required to attend any of the above shall be compensated at the overtime rate for such time.

C. When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided however that such travel time shall be computed between the Employer's Police Headquarters and the pertinent Court or Administrative Body. *12*

ARTICLE XII

TRAINING

A. All Department training and in service classes shall be considered an officer's duty day when training falls on a day an officer is regularly scheduled to work except the following:

1. The scheduled class is 4 hours or less. This does not include travel time to and from the academy. The officer will report directly to the academy and return to duty to complete his regularly scheduled tour. The class syllabus shall be provided to the officer at least one week prior to the scheduled class unless last minute scheduling is agreed upon by scheduling officer and attending officer.

B. The Chief will select specific training that will be provided to the officers over two 8 hour training days while the officer is on a scheduled day off. There shall be no less than three (3) posted scheduled dates for each training day to be accomplished. The training dates are to be published and made available by January 15th of each year. There shall be no scheduling of mandated training during the following months (July, August and December). There shall be 4 training dates between January 1st and June 30th and 4 training dates between the day after Labor Day and November 30th.

1. The Employer agrees to compensate all Employees covered by this agreement.

a. The officer will receive a (12 hour) training day for each 8 hour

RZ

training day worked for a total of 24 training hours (2 days), this time will be referred to as training hours for record keeping purposes or

- b. Can receive pay at a straight hourly rate.
- c. Training days/hours can be utilized in the following manner:
 - 1. Can take a training day no earlier than 4 hours prior to start of shift.
 - 2. Can take in partial hours (cannot create overtime).

C. Training for Blood Borne Pathogens shall be completed on the computer while on duty.

D. Firearms Qualifications

- 1. The Employer agrees to compensate all Employees covered by this Agreement.
 - a. At the time and one-half (1½) compensatory time rate for attending firearms qualifications while off duty.
 - b. Straight hourly rate for attending firearms qualifications while off duty.
 - c. If an Officer is scheduled for the range on a regularly scheduled work day, it shall be considered that officer's duty day.

The Officer attending firearms qualifications shall have option of accepting either a., b., or c. listed above. *P2*

ARTICLE XIII

RECALL

Any Employee who is called back to work after having completed his regular scheduled shift or during a scheduled day off shall be guaranteed two (2) hours of work or pay at the overtime rate. The provisions of this Article are applicable only if the recall is not contiguous with the front or back side of the work day. PZ

ARTICLE XIV

LONGEVITY

A. In addition to all wages and all payments, each Employee shall be entitled to a longevity payment as set forth below:

- (1) Two Percent (2%) - After the First Five (5) Years of Service.
- (2) Four Percent (4%) - After Ten (10) Years of Service.
- (3) Six Percent (6%) - After Fifteen (15) Years of Service.
- (4) Eight Percent (8%) - After Twenty (20) Years of Service.

B. Employees hired after January 1, 1998 shall not be eligible for longevity.

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ARTICLE XV

UNIFORMS

- A. Each new Employee shall receive from the Employer the standard uniform allowance and his weapon and his first issue of leather goods.
- B. The annual uniform allowance shall be Nine Hundred Dollars (\$900.00).
- C. This payment shall be made to plainclothes as well as uniformed Employees.
- D. If the Employer decides to change the uniform or any part thereof, it shall provide each Employee, free of charge, any such changed items.
- E. Utilization of the above shall not diminish the clothing allowance set forth in this Agreement, except if a complete new uniform is issued in any calendar year.
- F. An Employee's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged as a result of a single episode during the course of his employment, shall be replaced at the expense of the Employer. Employee must submit proof of damage to the Chief before ordering any replacements for damaged clothing or equipment (immediately after such damage to clothing or equipment occurs).

ARTICLE XVI

PBA REPRESENTATIVES

The Employer agrees to grant the necessary time off without loss of pay to one (1) member of the Association or his alternate selected by the members of the Association as delegate to attend any State of National Convention of the New Jersey Policemen's Benevolent Association. *AL*