



ARTICLE I

COVERED PERSONNEL

This Agreement shall apply to all full time patrolman, sergeants, lieutenants and captains employed by the Borough.

ARTICLE II

WAGES

Section I - Salaries for covered employees who are employed by the Borough as of January 1st, 1980 and who remain in continuous service thereafter are hereby established at the following annual rates:

	Calendar Year 1980	Calendar Year 1981
Captain	\$24,343.00	\$26,217.00
Lieutenant	23,009.00	24,781.00
Sergeant	21,703.00	23,374.00
Patrolman - 1st Grade	20,339.00	21,905.00
Patrolman - 2nd Grade	18,185.00	19,022.00
Patrolman - 3rd Grade	16,139.00	16,139.00
Patrolman - Probationary	13,185.00	13,185.00

Section II - Salaries for covered employees who were not employed by the Borough as of January 1st, 1980 and continuously thereafter are hereby established at the following annual rates:

	Calendar Year 1980	Calendar Year 1981
Captain	\$24,343.00	\$26,217.00
Lieutenant	23,009.00	24,781.00
Sergeant	21,703.00	23,374.00
Patrolman - 1st Grade	20,339.00	21,905.00
Patrolman - 2nd Grade	18,550.00	19,725.00
Patrolman - 3rd Grade	16,762.00	17,545.00
Patrolman - 4th Grade	14,973.00	15,365.00
Patrolman - Probationary	13,185.00	13,185.00

ARTICLE III

OVERTIME

Overtime for covered personnel shall be at the rate of time and one-half for all overtime computed on the basis of time in excess of 8 hours per day including overtime for court appearances, including Municipal Court and Grand Jury, in or required by the County, State and Federal Courts.

When an employee covered under this Agreement shall be required to travel to and from any of the Court or Administrative bodies, 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 Borough of Waldwick and the pertinent court or administrative body, except that there shall be no overtime computation or payment for travel time when the pertinent court or administrative body is within five (5) miles of the Borough of Waldwick.

In the computation of overtime for each day, time shall be rounded to full hours by counting as a full hour a portion of an hour in excess of 20 minutes and disregarding a period 20 minutes or less; provided, however, a covered employee shall be paid for a minimum of two hours at the overtime rate when court appearance is required other than during his regular duty hours. Consecutive court appearances on the same day shall be considered as one continuous appearance in computing overtime.

ARTICLE IV

LONGEVITY

Longevity shall be paid at the rate of 1 percent of base pay beginning at the fifth year of service and .375 percent for each additional year of service up to a maximum of 20 years service or 7%. Longevity payments shall be made to coincide with regular payments.

ARTICLE V

VACATIONS

All covered personnel are entitled to one working day's vacation per month up to one year of service; thereafter vacation days shall be in accordance with the following schedule:

1 year, but less than 7 years	-	12 working days
7 years, but less than 15 years	-	18 working days
15 years or more	-	24 working days

Holidays falling within a vacation period shall not be counted as vacation days.

An employee may accumulate vacation time earned during the previous year and may be taken in tuncum with vacation time earned in the following year only.

If an employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post-hospitalization period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

To the extent possible, the choice of which vacations each employee shall have, shall be determined by a rotating seniority schedule.

#### ARTICLE VI

##### HOLIDAYS

Section I - All covered personnel are entitled to the following paid holidays:

New Years Day	Veteran's Day
Lincoln's Birthday	Election Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Friday following
Independence Day	Thanksgiving Day
Labor Day	Christmas Day
Columbus Day	Easter Sunday

Section II - All covered personnel shall have the option of applying any three of their holidays as personal leave days, which may be taken at their discretion.

Section III - To the extent possible, the choice of which holidays each employee shall be off duty shall be determined by a rotating seniority schedule.

#### ARTICLE VII

##### HOSPITALIZATION

The Borough shall continue to pay the full cost of all medical insurance premiums, including the additional cost for family policies as heretofore provided.

ARTICLE VIII

BEREAVEMENT LEAVE

All permanent full time employees covered by this Agreement shall be entitled to three (3) days' leave with pay upon the death of a member of his immediate family. Immediate family shall include spouse, children, parents, brothers, sisters and grandparents of employees or spouse. Such funeral leave shall not be charged against the employee's vacation or sick leave.

ARTICLE IX

SICK LEAVE

All permanent full time employees covered by this Agreement shall be granted sick leave with pay of one working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in each calendar year thereafter which shall accumulate from year to year.

An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness, if requested by the Borough.

All covered personnel shall be entitled to credit of unused accumulated sick leave time at the time of retirement provided, however, that no employee shall be given credit for accumulated sick leave time beyond 130 working days.

All covered personnel may request approval of the Borough to terminate work prior to retirement by the length of time equal to accrued vacation time and/or up to 130 days accrued sick leave with pay.

Notwithstanding the foregoing, if a member is entitled to a credit of unused accumulated sick leave time at the time of retirement, he may elect to terminate his employment and retire early and receive a lump sum cash payment or severance pay equivalent to the unused accumulated sick pay up to 130 days. Such option must be exercised by the member by giving written notice to the Mayor and Council on or before January 1 in the year in which the cash payment is sought. This provision shall in no way affect said member's pension rights.

Should any Court ruling or administrative decision invalidate any of the preceding paragraphs, then same prospectively will be of no force and effect and will be severed from this Agreement.

#### ARTICLE X

##### CEREMONIAL ACTIVITIES

In the event a Police Officer in another department in the State of New Jersey is killed in line of duty, the Borough will permit, subject to approval by Chief of Police, which shall not be unreasonably withheld, at least one full-dressed uniformed Police Officer of the Borough to participate in funeral service for said deceased officer.

Subject to the availability of same, the Borough will permit a Borough police vehicle to be utilized by the members in the funeral service.

Police officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service.

ARTICLE XI

INSURANCE

During the term of this Agreement, the Borough agrees to provide insurance coverage for all covered personnel for life, accidental death and dismemberment in the amount of \$10,000.00. Presently afforded coverage shall continue.

ARTICLE XII

SCHOOLING

All covered personnel shall be entitled to compensation to a maximum of \$12.50 per anum for each credit of approved police schooling courses earned while in the employ of the Borough of Waldwick to a maximum of 120 credits for those who were members of the department as of October 14th, 1975 and thereafter, to a maximum of 60 credits for any new members of the department, provided, however, that in any course for which the additional compensation is claimed, a grade of C or better must be attained. In the event that the aforesaid provision dealing with compensation for college credits earned only while in the employ of the Borough of Waldwick is determined to be invalid, then same shall be severable from the within agreement and considered null and void.

The Borough shall permit the covered personnel to attend such courses at the Bergen County Police and Fire Academy on Borough time to a maximum of ten days per anum, without additional compensation.

ARTICLE XII

CLOTHING ALLOWANCE

During the term of this Agreement, all covered personnel shall be entitled to a clothing allowance of \$350.00 per annum.

ARTICLE XIV

ADDITIONAL COMPENSATION FOR CERTAIN PERSONNEL

In addition to the compensation hereinbefore set forth, the Borough Detective shall receive additional compensation at the rate of \$500.00 annually.

If each of the following positions and duties thereunder is held and performed by one member rather than on a rotating basis, any such member shall receive additional compensation at the following annual rate:

Juvenile Officer	\$300.00
Narcotics Officer	150.00
Photographer	150.00

Said additional compensation under this Article shall not be considered as overtime pay.

ARTICLE XV

ON THE JOB INJURIES

Employees who are injured on the job and who are awarded temporary disability benefits by workmen's compensation shall receive the difference between the weekly workmen's compensation

awarded and normal take-home pay. These payments shall be payable up to a maximum of 90 days and shall not be charged to the employee's sick leave.

#### ARTICLE XVI

##### NO STRIKE

Neither the P.B.A. nor its members shall engage or participate, either directly or indirectly, in strikes of any kind, slow downs, or interruptions of work, or to jointly withhold their services from the Borough. In the event of any of the aforesaid, the P.B.A. local will use its best efforts to end any of the above, order it stopped and return the men to work and will immediately post notices and communications to the members that the P.B.A. does not support such violation.

#### ARTICLE XVII

##### GRIEVANCE PROCEDURE

A "grievance" is hereby defined as any difference or dispute between the Borough and any employee covered by this Agreement by means of which such employee or representative of such employee may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting the employees' terms and conditions of employment. Alleged arbitrary changes in scheduled working hours made within 72 hours of the time a scheduled shift is to begin so as to avoid overtime payment to an employee may be grievable.

This procedure for settlement of grievances shall be as follows:

Step 1: The aggrieved employee or the P.B.A. representative designated shall present and discuss the grievance with his immediate supervisor within five (5) working days of the occurrence of the same. The name of any such designated representative shall be immediately communicated to the employer. Any grievances not presented within five (5) working days of occurrence is deemed waived. The immediate supervisor must reply to the grievance within two (2) working days of its presentment to him.

Step 2: If the grievance is not settled at Step 1, it shall be reduced to writing by the aggrieved party within five (5) working days of the reply from the supervisor. One copy shall be given to both the Borough Clerk and the head of the department involved. The department head and the P.B.A. representative shall meet within five (5) working days of the receipt of the written grievance to attempt to settle the grievance. Any grievance not reduced to writing and presented to the department head and the Borough Clerk within five (5) working days of failure to settle pursuant to Step 1 is deemed waived. A written receipt will be given by the Borough Clerk.

Step 3: If after completion of Step 2 the parties have not arrived at a mutually satisfactory settlement of the grievance, then a meeting shall be arranged between a representative of the P.B.A., the aggrieved employee and the Chairman of the Public Safety-Police Committee with the object of settling the grievance. Both parties may consult with other persons as they deem necessary. The

parties shall meet within seven (7) working days of completion of Step 2. They may, however, by written mutual consent extend the time to meet.

Nothing contained in this Article shall limit the right of an employee to process his own grievance provided, however, the P.B.A. shall be notified by the Borough of all such situations and shall have the right to be present during the same, and, further provided, that any agreement reached with any such employee shall not violate this Agreement.

Failure to proceed within the times set forth in this Article shall be conclusively deemed a waiver of the right to grieve and the right to a determination.

All management rights and prerogatives shall be excluded from the grievance procedure contained in this Article unless specifically included hereinafter.

#### ARTICLE XVIII

##### ARBITRATION

1. If a grievance is not settled pursuant to Article XVII, such grievance shall at the request of the Borough or the P.B.A. be referred to the Public Employment Relations Commission for selection of an Arbitrator according to its rules. Such referral must be made within seven (7) working days of the failure to settle the grievance under Step 3. Failure to proceed within the time set forth for arbitration shall be conclusively deemed a waiver of the right to arbitration.

2. The decision of the Arbitrator shall be non-binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

3. It is expressly agreed that all managerial rights and prerogatives are not subject to arbitration.

4. It is understood that no arbitration case under this Agreement shall be heard within 21 days. If an employee files an appeal to the Civil Service Commission, he must abandon the arbitration proceeding.

#### ARTICLE XIX

#### MANAGEMENT

1. Nothing in this Agreement shall interfere with the right of the Borough in accordance with applicable law, rules and regulations to:

(a) Carry out statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible;

(b) Manage employees of the Borough, to hire, promote, transfer, assign or retain employees in positions with the Borough and in that regard establish work rules; and

(c) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for reasonable cause, or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

ARTICLE XX

DISCIPLINARY PROCEEDINGS

Whenever disciplinary action involving suspension against any member of the Waldwick Police Department is taken, said member may request the following:

(a) A written statement determining the charges against him signed by the party making said charges; said statement shall be furnished within five (5) days from the occurrence.

(b) Within five (5) days of the occurrence of said charges, the Police Officer may request a hearing on said charges before the Police Committee of the Borough of Waldwick. Notwithstanding same, the grievance may be taken pursuant to the Grievance Procedure outlined herein.

(c) Whenever disciplinary action involved something other than suspension, the Grievance Procedure outlined herein shall control.

(d) The rights granted under this section shall be considered to be in addition to any and all rights contained under the Civil Service Act or any other laws of the State of New Jersey. Insofar as any of the provisions of this section conflict with said laws, they are to be considered void.

ARTICLE XXI

OTHER TERMS AND CONDITIONS

Section 1 - It is agreed and understood that all existing terms and conditions of employment and all existing rules and regulations governing the Police Department and police force

shall continue in full force and effect. The foregoing may be implemented from time to time by ordinance adopted pursuant to the laws of the State of New Jersey and rules and regulations and revisions thereof, approved by the Borough.

Section II - In addition to the terms and conditions of this Agreement, the P.B.A. shall be entitled to all previous benefits negotiated, which have not been altered by this Agreement and to all benefits contained in the Borough Personnel Ordinance, which are not in conflict with this Agreement.

#### ARTICLE XXII

#### CONTINUING NEGOTIATIONS

In the course of negotiating the terms and conditions as contained herein, there has been discussion of a proposal whereby the Borough would assume the cost of a complete physical examination for each covered employee every five years. While the parties recognize that such proposal is a proper subject of negotiation, neither party has had ample opportunity to consider fully the specific areas of mutual rights and responsibilities appropriate thereto. It is therefore agreed by the parties that the execution hereof shall not preclude, during the term of this agreement, further negotiations limited to this specific proposal and the possibility of supplementing or amending this contract to include mutually acceptable conditions relating thereto. This provision shall not be deemed a commitment by either party to accept any specific proposal but only to continue to negotiate in good faith concerning this proposal.

ARTICLE XXIII

DURATION

This Agreement shall become effective on January 1st, 1980 and terminate on December 31st, 1991.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

P.B.A. LOCAL 217, Waldwick, N.J.

BY:

[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]

ATTEST:

[Handwritten Signature]  
WILLIAM LONGSON,  
Borough Clerk

BOROUGH OF WALDWICK

BY:

[Handwritten Signature]  
JOHN E. CASSETTA, Mayor