A G R E E M E N T

Between

THE TOWNSHIP OF WAYNE IN THE COUNTY OF PASSAIC

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION
(WAYNE PBA LOCAL NO. 136 & 136A)

January 1, 2015 through December 31, 2020

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PREAMBLE

THIS AGREEMENT, made and entered into this 24th day of March, 2015, by and between the TOWNSHIP OF WAYNE IN THE COUNTY OF PASSAIC, a municipal corporation of the State of New Jersey (hereinafter referred to as "TOWNSHIP"), and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, WAYNE PBA LOCAL NO. 136 and PBA 136A (hereinafter referred to as the "PBA"), represents the understanding concerning terms and conditions of employment between the TOWNSHIP and the PBA.

ARTICLE I

RECOGNITION

The Township recognizes, pursuant to the provisions of the Employee-Employer Relations Act (N.J.S.A. 34:3A-1.1 et seq.), PBA Local No. 136 and PBA 136A as the exclusive majority representative for the purposes of collective negotiations of all sworn, regular, full time Police Officers of the Wayne Police Department, but excluding the Chief of Police, Deputy Chief, Special Police, Dispatchers, Confidential Employees, and all other Employees of the Township of Wayne.

Unless otherwise indicated, the terms "Policeman" and "Employee" used in this Agreement refer to all persons included in the above defined negotiating unit, and shall be defined to include the plural as well as the singular, and shall include males and females. The term "administration" for the purposes of this Agreement will be interpreted to mean by the concurrence or approval of the Business Administrator and/or Mayor.

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 the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment 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 thereof are in conformance with the Constitution and Laws of New Jersey and of the United States. The proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established, in accordance with N.J.S.A. 34:13A-5.3.

C. Nothing contained herein shall be construed to deny or restrict the Township of

its rights, responsibilities and authority under R.S. 40, 40A or any other national, state or county laws.

ARTICLE III

SALARIES AND PROFICIENCY PAY

A. The base annual wages of Employees covered by this Agreement shall be as set forth on **Appendix A, Appendix A-1 and Appendix A-2** annexed.

B. Effective January 1, 2006, the rank differential shall be eleven (11%) percent which is built into the base salaries.

C. Corporal/Senior Patrol Officer (Patrolmen with sixteen (16) years completed service) shall receive a salary differential representing fifty (50%) percent of the difference between the Top Step Patrolmen and the Sergeant's pay.

D. Sergeant First Class/Senior Sergeant pay step (Sergeants with sixteen (16) years of completed service) shall receive a salary differential representing fifty (50%) percent of the difference between the base pay rate of a Sergeant and the base pay rate for Lieutenant.

E. Lieutenant First Class/Senior Lieutenant pay step (Lieutenants with nineteen (19) years of completed service) shall receive a salary differential representing fifty (50%) percent of the difference between the base pay rate of a Lieutenant and the base pay rate of Captain.

F. Effective January 1, 1995 all Employees assigned to the Detective or Traffic Bureaus shall receive an annual Bureau stipend designated as "Proficiency Pay". While serving in a Bureau the assigned Employee shall receive a proficiency stipend in the amount of three (3%) percent of said Employees then base salary. The proficiency stipend shall be paid in equal installments and paid along with regular payroll.

G. Effective January 1, 1995 any Employee who is transferred, reassigned or promoted out of a bureau who has a minimum of three consecutive years service in a bureau shall continue to receive proficiency pay. In such circumstances the proficiency pay rate of a person no longer serving in the bureau shall be two (2%) percent of said Employee's then current base rate of pay. This level of proficiency pay shall continue through the balance of said Employee's career as an Employee of the Township of Wayne. This level of proficiency

pay shall be paid in equal installments and paid along with the respective Employee's pay. This Article (Article III G) is eliminated for all officers hired after ratification of this Agreement, which occurred on March 4, 2015.

ARTICLE IV

VACATIONS

The annual vacation schedule for members of the Department shall be established in accord and with overall Departmental seniority by Bureau, when not in conflict with the needs of the Department.

(1) In the first calendar year of employment, each member shall earn and receive one (1) vacation day for each completed month of service not to exceed five (5).

(2) From the beginning of the second calendar year to the completion of the fifth calendar year of service - eleven (11) working days annually.

(3) From the beginning of the sixth calendar year to the completion of the tenth calendar year of service - fifteen (15) working days annually.

(4) From the beginning of the eleventh calendar year to the completion of the fifteenth calendar year of service - twenty (20) working days annually.

(5) From the beginning of the sixteenth calendar year - twenty (20) working days annually, plus one (1) additional vacation day for each year of service completed, to a maximum of thirty (30) working days. For purposes of this Section, each "year of service" shall mean each anniversary year worked.

All vacation schedules, or alterations thereof, are subject to approval by the Chief of Police and Administration, and may be changed to meet an emergency condition or to the best interest of the Township for health, welfare and benefit of residents. All vacation time must be taken during the current calendar year, unless in the event of unusual circumstances, in which case such changes must be recommended by the Chief of Police and approved by the Administration.

Upon retirement, death, termination or resignation, unused vacation, holidays and overtime days shall be compensated at hourly rate of the Employee's base pay that is then in effect.

ARTICLE V

HOLIDAYS

Members of the Police Department shall be given compensatory time off for the following thirteen (13) holidays. In the event one (1) or more of the following holidays coincide with the regular off-duty day, an alternate date or dates shall be given: The parties agree that no more than twelve (12) days of carry-over of Scheduled Adjustment Day ("SAD") time and/or Holiday time shall be allowed, unless recommended by the Chief of Police and approved by the Administration.

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Christmas Day

ARTICLE VI

LEAVES OF ABSENCE

Funeral Leave: Employees shall be entitled to be absent without loss of pay because of attendance at the funeral and/or wakes of any of the following named relatives: One (1) day's absence with full pay while attending the funeral of an uncle, aunt, brother-in-law, sister-in-law, nephew, niece; and from the time of death to the day following the funeral in case of death of a wife, husband or child, father, mother, brother or sister, grandfather, grandmother, grandchild, father-in-law, or mother-in-law. The "day of funeral" reference shall be interpreted to mean not less than sixteen (16) hours of time off from the actual funeral and the next scheduled shift.

Military Leave: Any member of the Department who is a member of the Organized Reserve of the Army of the United States, United States Naval Reserve, United States Air Force or United States Marine Corps Reserve, or other organization affiliated therewith, shall be entitled to leave of absence from his respective duty without loss of pay or time on all days on which he shall be engaged in required training. Such leave of absence

shall be in addition to the regular vacation allotted.

General Leave: Any member of the Department who desires a leave of absence shall make application therefore in writing to the Mayor for his approval, with the consent of the Chief of Police and approved by the Business Administrator, setting forth, if known, the inclusive dates of such leave of absence and the reasons therefore.

PBA Leave: In the event the State Delegate is elected, or appointed, as Executive Vice President, or President, of the New Jersey State PBA, he shall be granted a full leave of absence with pay, without loss of seniority and/or fringe benefits during his term. A full time leave of absence shall be granted to only one (1) member of the Wayne Township Police Department, and shall be conditioned upon his being a State Delegate of the Wayne Township PBA Local No. 136.

ARTICLE VII

ABSENCE DUE TO ILLNESS

Sick leave shall continue in effect pursuant to the provisions of Ordinance No. 114-1971, Sections 25-65,66,67 and 68, except as specifically modified by the second paragraph of this Article.

The Township may require an Employee who has been absent in excess of three (3) consecutive days by reason of illness or injury as a condition of return to duty to be examined at the Township's expense 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 and welfare of other Employees. In any case where the Township believes that an Employee has misused sick time, the Employer may require medical proof of illness of the Employee and may require the Employee to submit to examination by a Township designated physician. The parties agree that there will be no overtime and/or off-duty assignments for thirty (30) hours following the utilization of sick leave.

ARTICLE VIII

PBA BUSINESS

A. The PBA shall be entitled to sixty (60) tours per year for attendance at PBA business. This calculation shall be on a "tour-for-tour" basis. The use of said time off shall be conditioned only on prior notification by the PBA President, or his designee, to the appropriate tour commander(s). Said use of time off shall be denied only in the event of a clear and present danger confronting the Police Department.

Said PBA business time shall not be diminished by time spent at meetings which are scheduled by the Township.

B. The Township shall, in addition to **Paragraph A** of this **Article**, provide one (1) tour per month of time off for the PBA State Delegate.

ARTICLE IX

LONGEVITY

A. Longevity pay in addition to the Employee's base rate of pay shall be payable upon the following formula: Longevity is eliminated for all police officers hired after the ratification of this Agreement, which occurred on March 4, 2015.

		PERCENTAGE OF BASE PAY
(1)	From the Sixth Anniversary and Thereafter*	3% Annually

* This step is eliminated for all police officers hired after January 1, 2014.

(2)	From the Tenth Anniversary and Thereafter	6% Annually
(3)	From the Fifteenth Anniversary and Thereafter	8% Annually
(4)	From the Twentieth Anniversary and Thereafter	10% Annually
(5)	From the Completion of Twenty-Third Year of Service	12% Annually

ARTICLE X

INSURANCE

A. **Life Insurance** - All active personnel shall be covered with a term life insurance policy in the amount of Fifteen Thousand ($15,000.00) Dollars. All retired Employees shall be covered with a term life insurance policy in the amount of Five Thousand ($5,000.00) Dollars. The Township shall pay the full premium of said insurance.

B. 1. All Employees and spouses and/or eligible dependents covered by this agreement shall receive medical insurance, hospital insurance, major medical insurance including medical emergency coverage, prescription plan, and dental insurance at no cost to the Employee except as noted in Article X, Section I. The level of benefits to be received shall be equal to or better than those benefits presently enjoyed by the members of Local 136 in accordance with the Township of Wayne Employee Health Care Plan as revised September 1, 1994.

2. All Employees and their spouses shall be reimbursed up to $150.00 each in

each calendar year for preventative care which includes, but is not limited to, one physical examination per year or other routine examinations. This benefit is for the Employee and spouse only.

C. Retirees, their spouses and their dependents shall continue to receive the same level of benefits in accordance with the Collective Bargaining Agreement that was in effect at the time of their retirement. All Employees hired on or after January 1, 1997 must serve at least twenty (20) years with the Township of Wayne prior to being eligible for full retiree medical coverage.

D. The Township agrees to provide and pay for the premium for a Twenty-Five ($25.00) Dollar co-payment prepaid prescription drug plan for non-generic and two ($2.00) Dollar co-payment prepaid prescription drug plan for generic drugs for all Employees, retired Employees and their eligible dependents. (NOTE: Eligible dependent is as defined in the Township of Wayne Employee Health Care Plan as revised September 1, 1994). Also, effective January 1, 2007, prescription co-payments can no longer be submitted to Major Medical for reimbursement nor shall they count toward the Major Medical deductible.

E. The Township agrees to provide and pay for the premium for a dental program for all active personnel and eligible dependents.

F. The Township agrees to provide a "well-vision care program" for Employees covered by this agreement. This program shall pay the cost of eye examinations with said cost not to exceed Fifty ($50.00) Dollars per annum, non-cumulative. This benefit is for the Employee only.

G. Any retired Employee who is insured by the Township must file an Affidavit with the Finance Director of the Township on January 1st of every year and not later than March 1st in effect that he/she has not changed his/her status as a retiree or his/her marital status. Said form of Affidavit shall be supplied by the Township to the retiree.

H. The Employer shall prepare and maintain a current booklet for all persons who are planning retirement. Said booklet shall contain a full explanation of the Employee's benefits and entitlements at the time of departure and during the time of retirement. Said booklet is meant to be a guide for the retiring personnel and their families and to be kept for future reference by them. Said booklet shall include the following information: list of

insurances available both by the insurance company and policy number and a list of telephone numbers of persons to contact in the event of a question regarding retirement benefits.

I. Employees hired after November 1, 1995 shall be subject to the following co-payment provisions. Where the Employee is receiving single coverage only, covering the Employee alone, then there shall be no co-payment. Where the Employee is receiving parent and child coverage, or Employee and spouse coverage, then the co-payment shall not exceed $672.00 per year evenly distributed over 24 bi-weekly pay periods per year. Where the Employee is receiving full family coverage then the amount of co-payment shall not exceed $2,000.00 per year evenly distributed over 24 bi-weekly pay periods per year. The co-payment provisions listed in this paragraph for new recruits shall not begin sooner than one month following graduation from the basic police academy. At retirement all co-pay provisions shall cease and the retired police officer shall receive health benefits as provided in the PBA contract in force at that time without any payment.

J. The employer shall have the right to change insurance carriers or undertake a self-insurance program so long as the resulting coverage is equal to or better than the above

stated coverage(s).

K. In the event of the death of a retiree who has retired on or after January 1, 2001, the Township of Wayne will pay the full premium of the deceased retiree's spouse and dependents for a period of six months. Thereafter, the surviving spouse will be obligated to pay for coverage available pursuant to the COBRA rights. At the end of the COBRA prior, the Township shall provide for the surviving spouse to pay the Township group rate for coverage.

L. Newly hired employees shall not be eligible to receive Township paid health insurance/dental/RX for three (3) months.

M. All Employees covered by this Agreement will have the option of enrolling in Plan B. Plan B is defined as the option currently contained in the available medical program as of December 2006.

N. Whenever an Employee covered by this Agreement is injured in the line of duty and is awarded a work-related disability pension from the New Jersey Police and Firemen's Retirement System ("PFRS"), then said Employee shall be entitled to full retiree medical benefits as are provided in the retirement provisions of this Article. In the event that said

disabled retiree subsequently is employed by an employer providing health benefits to its employees which are equal to or better than the Township's medical benefits, the Township of Wayne's medical benefits shall be deemed secondary to the subsequent employer's coverage during the period of said subsequent employment. Should said subsequent employment relationship end, then the provisions for health care coverage provided by the Township of Wayne shall again become primary as of the time of separation from employment from the Township of Wayne. Annual verification of subsequent employment status shall be, at the option of the Township, by signed annual Affidavit.

O. The practice of "rolling deductibles" is eliminated and all insurance benefit deductibles shall be on a calendar year basis running from January 1st to December 31st of each year.

P. All members covered under Plan A shall have a thirty-six (36) visit per year limit on chiropractic coverage. All members covered by Plan B shall continue to have chiropractic visits as specified in Plan B.

ARTICLE XI

CONVENTIONS

The Employer shall give a leave of absence with pay to every person covered by this Agreement who is a duly authorized representative of the New Jersey State Policemen's Benevolent Association, Inc., to attend any State or National Convention of such organization in accordance with the provisions of N.J.S.A. 40A:14-177. A Certificate of Attendance to the State Convention shall, upon request, be submitted by any person so attending. The leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed to travel to and from the convention.

ARTICLE XII

CLOTHING

1. All personnel shall receive a clothing allowance of Nine Hundred-Fifty ($950.00)–Dollars per person, by check, which shall be paid annually, not later than April 30th. Effective January 1 2017, clothing allowance shall be One-Thousand ($1000.00) Dollars. Effective January 1, 2019, clothing allowance shall be One-Thousand and Fifty Dollars ($1050.00). New hires shall not be eligible for clothing allowance for twelve months after date of hire. Each Officer shall be responsible for the purchase, fitting, repair and maintenance of his uniform or clothing during off-duty hours.

2. The individual Employee will be furnished replacement for items damaged in the line of duty, at the expense of the Township, upon the presentation of the article to be replaced and the determination by the Chief of Police that said article cannot be satisfactorily repaired.

3. All new hires shall receive an initial bullet proof vest provided by the Township.

4. A full uniform replacement, if needed, will be provided to Employees who are

transferred out of the detective bureau after serving at least four (4) continuous years in the bureau.

5. Employees who are on terminal leave shall not be entitled to receive a clothing allowance.

ARTICLE XIII

PERSONNEL FILES

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Police Chief, Mayor and/or Governing Body.

Upon advance notice and at reasonable times, any member of the Police Department may review his personnel files. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint covering an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. However, in the event any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and

nothing placed in any file shall be removed therefrom, except by mutual consent. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

Each Employee shall be supplied with a written certification from the Township, during the month of October of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the Officer.

ARTICLE XIV

HOURS AND OVERTIME

1. A work week of members of the Department shall consist of five (5) consecutive, eight (8) hour days of forty (40) hours per seven (7) day period. In emergency circumstances, temporary shifts may be created.

2. The present system of work shifts shall be maintained by the Township except that they may be altered on thirty (30) days notice and negotiated with the PBA and further provided that such change shall not result in any increase in the annual number of hours worked. (The provision of N.J.S.A. 40A:14-134 will prevail).

3. The present system of early reporting and dismissal, known as the "Fifteen (15) Minute System", shall continue in effect.

4. The rate of time and one-half shall be paid to all personnel, both uniformed and non-uniformed, for work in excess of eight (8) hours per day or forty (40) hours per week.

5. Off duty Court Appearances: Appearances at Municipal Court, while off duty, shall be paid at time and one half with a minimum payment of two (2) hours in Municipal

Court. Employees covered by this Agreement shall be compensated a minimum of three (3) hours of overtime compensation for required attendance at any court or administrative proceeding outside of the jurisdiction of the Township of Wayne for any job related incident.

6. Appearances at grand jury proceedings or at any court in a criminal matter arising out of the Employee's employment as a Wayne Police Officer while off-duty shall also be compensated at time and one-half. In addition, Employees receive four (4) days off for court attendance for each calendar year. Anyone hired on or after September 6, 2011 shall only be entitled to two (2) days off for court attendance for each calendar year.

7. In the event of a recall to duty of any Employee covered by this Agreement said Employee shall be compensated with a minimum call back time of three (3) hours of overtime compensation where the work is not contiguous to the Employee's normal tour of duty. Where the work is contiguous to the Employee's normal tour of duty then said Employee shall receive compensation at the overtime rate for actual hours worked.

8. In the event of recall to duty of uniform personnel, they shall be entitled to time and one-half (1½).

9. Where an Employee is caused to change from the afternoon (currently 4-12) shift to the midnight shift (currently 12-8), there shall be not less than sixty-four (64) hours of time off between those two (2) consecutive tours. A tour is defined as a five (5) consecutive day block of eight (8) hour shifts. Overtime work shall not affect the sixty-four (64) hour requirement.

10. In emergency circumstances, the Chief of Police may temporarily assign personnel to meet the emergent need.

11. Employees covered by this Agreement shall have the right to elect to receive overtime compensation in the form of compensatory time off (CTO). Said time shall accumulate in a compensatory time off bank (CTO Bank). At no time shall an Employee's CTO Bank contain more than one hundred (100) hours of time. All accumulations which exceed one hundred (100) hours shall be then compensated as paid overtime compensation. Accumulated time in an Employee's CTO Bank shall be used in the sole discretion of the Employee subject to prior departmental approval. Non-liquidated amounts of compensatory time which are contained in the compensatory time off bank shall be paid at the Employee's

then current rate of daily compensation only in the event of death or termination from the Wayne Police Department.

12. The parties acknowledge the prior implementation of a twelve (12) hour work chart schedule which has been in place since 2003.

13. The hourly rate for side job work effective July 1, 2015 shall be as follows:

A. Road Jobs - Sixty-Five Dollars ($65.00) ($75.00 from 9 p.m.to 6 a.m.), plus Six Dollar ($6.00) Administration Fee.

B. Municipal Road Jobs - Fifty Dollars ($50.00).

C. Municipal Court Rate – Thirty Dollars ($30.00).

D. Inside Rate - Forty Dollars ($40.00) plus Six Dollar ($6.00) Administration Fee.

E. Inside Rate - Non-Profit - Thirty Dollars ($35.00) plus Three Dollar ($3.00) Administration Fee.

F. Outside – Non-Profit – Fifty Dollars ($50.00) plus Three

Dollar ($3.00) Administration Fee.

G. Schools/Houses of Worship – Thirty-Five Dollars ($35.00) plus Three Dollar ($3.00) Administration Fee.

14. Overtime for regularly scheduled shifts and details will be offered to regular full-time Employees of the Department first, in an order of preference based upon a rotating Seniority Roster. There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interest of the Employer to bypass an Employee or Employees on the Seniority List. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purposes of the overtime roster. The purpose of this clause is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein. Such overtime will be offered to persons other than full-time Employees only if it has first been refused by each member on the Seniority Roster aforementioned.

15. The parties agree that there will be no overtime and/or off-duty assignments for

thirty (30) hours following the utilization of sick leave.

16. Captains cannot work overtime for Lieutenants, Sergeants and/or police officers, unless no one else is available.

17. All Employees covered by this Agreement, except in the Investigative Division, Special Services, Traffic, Community Policing and IT shall be covered by the Pitman twelve (12) hour chart. The public employer shall provide for a twelve (12) hour work shift schedule. The Investigative Division, Special Services, Traffic, Community Policing and IT will remain on the preceding eight (8) hour work shift, which is currently in place at the Wayne Police Department. All Employees under the Agreement shall continue under the prior terms and conditions as set forth in the contract. Employees on the twelve (12) hour chart shall have their schedule comply with the following provisions:

a. The hours of duty for members of the Patrol Squads shall consist of twelve (12) consecutive hours per day (0600-1800, 0700-1900 and 1800-0600, 1900-0700 hours). The Warrants Squad and Communications Bureau shall work shifts from 1200 to 2400. It shall also be provided that in cases of emergency the Officer in charge or control of the Department shall have the full authority to summon and keep on duty any and all such members during the period of an

emergency as defined by the Chief of Police pursuant to New Jersey Law.

b. Changes in overtime to address the schedule shall be paid to all personnel working on the Pitman Schedule for work in excess of twelve (12) hours per day.

   i. No double shifts shall be permitted under the twelve (12) hour schedule.

   ii. A maximum of four (4) hours overtime may be worked if it is prior to or immediately following (continuous) an Officer's shift.

c. Every Employee shall have a minimum of two (2) consecutive days off per week on normal duty.

d. The current thirteen (13) holidays, four (4) court days and two (2) half day Mayor Days will be prorated to a total of twelve (12) holidays.

e. Vacation time will be prorated as follows:

   i. In the first calendar year of employment, each member shall earn and receive one (1) vacation day for each completed month of service not to exceed four (4).

   ii. From the beginning of the second calendar year to the completion of the fifth calendar year of service eight (8) working days annually.

iii. From the beginning of the sixth calendar year to the completion of the tenth calendar year of service ten (10) working days annually.

iv. From the beginning of the eleventh calendar year to the completion of the fifteenth calendar year of service fourteen (14) working days annually.

v. From the beginning of the sixteenth calendar year fourteen (14) working days annually, plus one (1) additional vacation day for each year of service completed to a maximum of twenty (20) working days. For purposes of this Section, each "year of service" shall mean each anniversary year worked.

18. Schedule adjustment days. There will be twelve (12) twelve (12) hour schedule adjustment days given. These days are to keep the number of hours worked under the current level and represent hour for hour and not time and one-half, and does not take into account the previous change over days. The parties agree that no more than twelve (12) days of carry-over of Scheduled Adjustment Day ("SAD") time and/or Holiday time shall be allowed, unless recommended by the Chief of Police and approved by the Administration.

19.

a. The schedule will be established with four (4) patrol squads. One Lieutenant may be assigned to supervise two (2) patrol squads. If this is the case, an additional

Sergeant will be assigned to assist the Lieutenant, and the Sergeant will not be entitled to pay for working out of rank.

b. Officers working longer than twelve (12) hours on their scheduled day or anytime on their days off (excluding extra work jobs) are entitled to compensation at time and one-half.

c. Officers will be entitled to a forty-five (45) minute meal period.

ARTICLE XV

GRIEVANCE PROCEDURE

PURPOSE: 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.

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.

DEFINITION: For purposes 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 or policies, agreements or administrative decisions affecting any Employee(s) covered by this Agreement.

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. It is understood that any Township action which may constitute a violation of this Agreement may only be raised by way of this procedure, this being the sole and exclusive method of resolution.

FAILURE TO RESPOND: Failure to respond 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.

Time limits may be extended by the parties by mutual written agreement, and all days refer to calendar days.

STEP ONE:

(a) An aggrieved Employee, or the PBA on behalf of an aggrieved Employee or Employees shall institute action under the provisions hereof, within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved Employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an

abandonment of the grievance.

(b) The supervisor shall render a decision within five (5) calendar days after receipt of the grievance.

STEP TWO:

(a) In the event a satisfactory settlement has not been reached, the Employee or the PBA shall, in writing and signed, file his grievance with the Chief of Police, within five (5) calendar days following the determination at STEP ONE.

(b) The Chief of Police shall render a written decision within five (5) calendar days from the receipt of the grievance.

STEP THREE:

In the event the grievance has not been resolved at STEP TWO, then within five (5) calendar days following the determination, the matter may be referred to the Township Administrator who shall review the matter and make a written determination within fifteen (15) calendar days from the receipt of the grievance.

STEP FOUR:

(a) In the event the grievance has not been resolved at STEP THREE, then within ten (10) calendar days, the matter may be referred to arbitration by the parties for resolution and disposition, and will be referred to the Public Employment Relations Commission pursuant to the rules of said Public Employment Relations Commission.

(b) No more than one (1) issue or grievance may be submitted to a single Arbitrator without the express written agreement of both the Township and the PBA. The Arbitrator shall have no power to modify, alter or amend the provisions of this contract, shall be bound and limited by the submission presented to him by the parties, shall set forth his findings of fact and conclusions of law, and shall be bound by the provisions of State and Federal Law.

(c) The costs of the arbitration shall be shared equally by the parties.

(d) The Arbitrator's determination shall be in writing.

(e) The Arbitrator's decision shall be final and binding.

ARTICLE XVI

NO-STRIKE AND NO-LOCKOUT PLEDGE

During the term of this Agreement, the PBA agrees on behalf of itself and 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.

The PBA covenants and agrees that neither the PBA nor 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 in 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 government, or its citizens.

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 PBA or its members.

ARTICLE XVII

BULLETIN BOARD

A bulletin board shall be made available by the Township for the lawful use of the PBA for the purpose of posting PBA announcements, which shall be signed by an elected official of the PBA. The Township may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

ARTICLE XVIII

DEDUCTIONS FROM SALARY AND AGENCY SHOP

Section 1.

A. The Township agrees to deduct from the salaries of its Employees subject to this Agreement, dues for the PBA. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e) as amended. Such monies together with records of any corrections shall be transmitted to the PBA by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If, during the life of this Agreement there shall be any change in the rate of

membership dues, the PBA shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township either new authorizations from its members, showing the authorized deduction for each Employee or an official notification on the letterhead of the PBA and signed by the President and Secretary-Treasurer of the PBA, advising of such deduction.

C. The PBA will provide necessary "Check-Off Authorization" forms and the PBA will secure the signatures of its members on the forms and deliver the signed forms to the Township Administrator. The PBA shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the PBA to the Township or in reliance upon the official notification on the letterhead of the PBA and signed by the President and Secretary-Treasurer of the PBA, advising of such changed deduction.

Section 2.

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 not exceed eighty-five (85%) percent of the regular PBA membership dues, fees, and assessments as certified to the Township by the PBA. 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 Township against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Township at the request of the Union

under this Article.

C. The PBA shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the PBA. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

ARTICLE XIX

TRANSPORTATION

All Police personnel on an "On Call" basis shall have a vehicle supplied by the Township for the "On Call" time.

All Police personnel who are subpoenaed for Court shall be supplied with a Township vehicle, provided such vehicle is available.

ARTICLE XX

PREMIUM PAY FOR WORKING OUT OF RANK

Section 1.

When an Employee works in a higher rank for thirty (30) days or more, he shall receive the pay of that higher rank in which he is working and the Township shall not defeat the intent of this clause by shifting two (2) or more Employees to cover the higher rank in question. This clause shall not apply in cases of vacancies due to vacations.

Section 2.

After an Employee works in a higher rank for thirty (30) days or more, he shall thereafter receive the pay of such higher rank for the remaining period of time during which he performs the work of such higher rank.

ARTICLE XXI

EQUIPMENT

If an Employee of the Department alleges that a motor vehicle he is assigned to use is unsafe to operate, then the vehicle shall be inspected by a Township mechanic before it is used. If the mechanic is not available to inspect the vehicle then another vehicle shall be assigned to the Employee.

If no vehicle is available, then the Superior Officer shall call in a Township mechanic to inspect the vehicle and the decision of the Township mechanic shall be final.

All Police vehicles purchased after the execution of this Agreement shall be equipped in a substantially similar fashion as the standard presently used by the Township of Wayne. All equipment on said vehicles shall be properly maintained in good working order.

Each Police Officer, while on duty, shall be supplied with a portable radio in good working condition.

ARTICLE XXII

INVESTIGATION OF POLICE OFFICERS

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

1. 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;

2. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprize 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.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. 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.

6. At every stage of the proceedings, the Department shall afford an opportunity for the investigated 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, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

7. In cases other than Departmental investigations, if a member of the force

is under arrest or 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.

8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

ARTICLE XXIII

PRESERVATION OF RIGHTS

1. The Township of Wayne agrees that all benefits, terms and conditions of employment relating to the status of the Township of Wayne 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 highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

2. The parties agree to incorporate, make part of this agreement and fully comply with the terms of a certain "Side Letter of Agreement" signed by both parties.

ARTICLE XXIV

SAFETY COMMITTEE

The Township shall maintain a Safety Review Board which shall have jurisdiction of reviewing issues of safety affecting Police Department activities. The PBA President or his designee shall be a regular member of this Board, shall be notified of all meetings of said Board and shall have full right of participation on said Board.

ARTICLE XXV

PROFESSIONAL POLICE ASSOCIATION

The Township shall provide membership fees and dues in professional organizations in the field of professional Police services which relate to all or a part of the current positions held by covered Employees. There shall be a limitation of two (2) organization memberships per individual. Examples of such covered organizations include, but are not limited to, the following organizations: New Jersey Narcotics Officers Association, International Narcotics Officers Association, New Jersey Juvenile Officers Association and International Juvenile Officers Association.

ARTICLE XXVI

TERMINAL LEAVE

Employees shall be entitled to a retirement benefit of three (3) working days per year of service. This benefit shall apply only to statutory retirements and not to Employees who resign.

ARTICLE XXVII

INSURANCE

The Employer will indemnify Employees covered by this Agreement from civil suits arising out of the scope and performance of their duties concerning false arrest, malicious prosecution, libel, slander, defamation of character, wrongful entry and invasion of civil rights protected under 42 U.S.C.A. 1981 *et seq.* or State Law of New Jersey.

Employees covered by this Agreement will be indemnified and defended by the Employer for all circumstances in which the Employee renders first aid arising out of the scope and performance of their duties.

ARTICLE XXVIII

SEVERABILITY AND SAVINGS

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 XXIX

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement of the issues covered herein. This paragraph shall not be considered a waiver of any rights guaranteed by the New Jersey Employer-Employee Relations Act.

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 XXX

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2015 through December 31, 2020 and shall be in effect until a new Agreement is executed. Negotiations for a successor Agreement shall commence in accordance with the Public Employment Relations Commission requirements.

APPENDIX A

SALARY SCALE

Effective Employees Hired Prior To 1/1/14

	Effective 2015	Effective 2016	Effective 2017	Effective 2018	Effective 2019	Effective 2020
	1.5%	**2.0%**	**2.0%**	**2.0%**	**2.0%**	**2.0%**
Academy	$33,000	$33,000	$33,000	$33,000	$33,000	$33,000
Post	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000
1	$47,754	$47,754	$47,754	$47,754	$47,754	$47,754
2	$58,366	$58,366	$58,366	$58,366	$58,366	$58,366
3	$78,474	$78,474	$78,474	$78,474	$78,474	$78,474
4	$89,033	$89,033	$89,033	$89,033	$89,033	$89,033
5	$ 99,591	$99,591	$ 99,591	$99,591	$99,591	$99,591
6	$110,150	$110,150	$110,150	$110,150	$110,150	$110,150
7	$122,523	$124,973	$127,473	$130,022	$132,622	$135,275
Sr. Patrol	$129,261	$131,846	$134,483	$137,173	$139,917	$142,715
Sergeant	$135,999	$138,719	$141,493	$144,323	$147,210	$150,154
Sr. Sergeant	$143,480	$146,350	$149,277	$152,263	$155,308	$158,414
Lieutenant	$150,960	$153,979	$157,059	$160,200	$163,404	$166,672
Sr. Lieutenant	$159,263	$162,448	$165,697	$169,011	$172,391	$175,839
Captain	$167,565	$170,917	$174,335	$177,822	$181,378	$185,006

APPENDIX A-1

SALARY SCALE

Effective for Employees Hired after 1/1/14

	Effective 2015	Effective 2016	Effective 2017	Effective 2018	Effective 2019	Effective 2020
	1.5%	2.0%	2.0%	2.0%	2.0%	2.0%
Academy	$33,495	$34,165	$34,848	$35,545	$36,256	$36,981
Post	$42,398	$43,246	$44,110	$44,993	$45,892	$46,810
1	$51,300	$52,326	$53,373	$54,440	$55,529	$56,639
2	$60,203	$61,407	$62,635	$63,888	$65,165	$66,469
3	$69,105	$70,487	$71,897	$73,335	$74,802	$76,298
4	$78,008	$79,568	$81,159	$82,783	$84,438	$86,127
5	$86,910	$88,649	$90,422	$92,230	$94,075	$95,956
6	$95,813	$97,729	$99,684	$101,677	$103,711	$105,785
7	$104,716	$106,810	$108,946	$111,125	$113,347	$115,614
8	$113,618	$115,890	$118,208	$120,572	$122,984	$125,444
9	$122,521	$124,971	$127,470	$130,020	$132,620	$135,275
Sr. Patrol	$129,261	$131,846	$134,483	$137,173	$139,917	$142,715
Sergeant	$135,999	$138,719	$141,493	$144,323	$147,210	$150,154
Sr. Sergeant	$143,480	$146,350	$149,277	$152,263	$155,308	$158,414
Lieutenant	$150,960	$153,979	$157,059	$160,200	$163,404	$166,672
Sr. Lieutenant	$159,263	$162,448	$165,697	$169,011	$172,391	$175,839
Captain	$167,565	$170,917	$174,335	$177,822	$181,378	$185,006

APPENDIX A-2

SALARY SCALE

Effective for Employees Hired after Ratification (3/4/2015)

	Effective 2015	Effective 2016	Effective 2017	Effective 2018	Effective 2019	Effective 2020
	1.5%	2.0%	2.0%	2.0%	2.0%	2.0%
Academy	$33,495	$34,165	$34,848	$35,545	$36,256	$36,981
Post	$40,343	$41,150	$41,973	$42,813	$43,669	$44,542
1	$47,191	$48,135	$49,098	$50,080	$51,081	$52,103
2	$54,040	$55,120	$56,223	$57,347	$58,494	$59,664
3	$60,888	$62,106	$63,348	$64,615	$65,907	$67,225
4	$67,736	$69,091	$70,473	$71,882	$73,320	$74,786
5	$74,584	$76,076	$77,597	$79,149	$80,732	$82,347
6	$81,432	$83,061	$84,722	$86,417	$88,145	$89,908
7	$88,281	$90,046	$91,847	$93,684	$95,558	$97,469
8	$95,129	$97,031	$98,972	$100,951	$102,971	$105,030
9	$101,977	$104,017	$106,097	$108,219	$110,383	$112,591
10	$108,825	$111,002	$113,222	$115,486	$117,796	$120,152
11	$115,673	$117,987	$120,347	$122,754	$125,209	$127,713
12	$122,521	$124,971	$127,470	$130,020	$132,620	$135,275
Sr. Patrol	$129,261	$131,846	$134,483	$137,173	$139,917	$142,715
Sergeant	$135,999	$138,719	$141,493	$144,323	$147,210	$150,154
Sr. Sergeant	$143,480	$146,350	$149,277	$152,263	$155,308	$158,414
Lieutenant	$150,960	$153,979	$157,059	$160,200	$163,404	$166,672
Sr. Lieutenant	$159,263	$162,448	$165,697	$169,011	$172,391	$175,839
Captain	$167,565	$170,917	$174,335	$177,822	$181,378	$185,006

*New Patrolmen will be assigned to the Academy upon the next available opening. Upon successful completion of the Academy program, the officer will proceed to the "Post Academy Training Step" and remain in that step for 12 months.

APPENDIX A-3

SALARY SCALE

Effective Employees Hired Prior To 09/06/2011

	Effective 01/01/10	Effective 01/01/11 1.5%	Effective 01/01/12 2%	Effective 01/01/13 2%	Effective 01/01/14 2%
FIRST STEP	63,053.00	63,999.00	65,279.00	66,584.00	67,916.00
SECOND STEP	72,855.00	73,948.00	75,427.00	76,935.00	78,474.00
THIRD STEP	82,658.00	83,898.00	85,576.00	87,287.00	89,033.00
FOURTH STEP	92,460.00	93,847.00	95,724.00	97,638.00	99,591.00
FIFTH STEP	102,263.00	103,797.00	105,873.00	107,990.00	110,150.00
SIXTH STEP	112,069.00	113,750.00	116,025.00	118,345.00	120,712.00
SR PATROL	118,232.00	120,005.00	122,406.00	124,854.00	127,351.00
SERGEANT	124,397.00	126,262.00	128,787.00	131,362.00	133,989.00
SR. SERGEANT	131,238.00	133,207.00	135,871.00	138,588.00	141,360.00
LIEUTENANT	138,080.00	140,151.00	142,954.00	145,813.00	148,729.00
SR LIEUTENANT	145,675.00	147,860.00	150,817.00	153,833.00	156,909.00
CAPTAIN	153,269.00	155,568.00	158,679.00	161,852.00	165,089.00

SIDE LETTER OF AGREEMENT

1. The Township of Wayne and New Jersey State Policemen's Benevolent Association (Wayne PBA Local 136) have negotiated a contract with a term of January 1, 1994 through December 31, 1996.

2. During the course of collective bargaining leading to this agreement the parties made certain agreements with respect to Educational Benefits. It is the intention of both parties that these specific agreements regarding Educational Benefits shall be incorporated and made part of the terms and conditions of employment of Employees covered by the collective bargaining agreement.

3. The specific agreements contained in this side letter of agreement are meant to continue and survive the term of the collective bargaining agreement. Benefits provided under this side letter of agreement are meant to continue for affected Employees throughout the balance of their employment with the Township of Wayne, subject only to future negotiations.

4. The following Educational Benefit provisions have been agreed upon:

A. Those Employees who receive the maximum stipend of $2,400 per year will continue to receive the amount of $2,400.00 per year which shall be paid in equal installments and paid along with base wage and used for all calculation purposes, except longevity, proficiency pay and overtime, but including pension purposes. This amount is intended to be fixed at the $2,400 level and is not intended to grow each year as wage increases occur.

B. All other Employees who receive any partial stipend for educational benefits will receive $1,000.00 per year which amount shall be paid in equal installments and paid along with base salary and used for all computations except longevity, proficiency pay and overtime, but including pension purposes. This amount is intended to be fixed at the $1,000 level and is not intended to grow each year as wage increases occur.

C. Those Employees who are currently employed in the Township of Wayne Police Department and who presently receive no educational benefit stipend will receive $500 per year and this amount will be paid in equal installments and paid along with base wages and used in all calculations except longevity, proficiency pay and overtime, but including pension purposes. This amount is intended to be fixed at the $500 level and is not intended to grow each year as wage increases occur.

D. The effective date for the above stated entitlements shall be considered September 1, 1994.

The parties execute this agreement with the knowledge and intent that the terms of this Side Letter of Agreement shall continue and survive the term of the collective bargaining agreement. This Side Letter is the product of negotiations and represents consideration and benefit received by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

ATTEST

Paul V. Margiotta, Township Clerk

TOWNSHIP OF WAYNE IN THE COUNTY OF PASSAIC

Christopher P. Vergano, Mayor

Neal Bellet, Business Administrator

ATTEST:

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION (WAYNE PBA LOCAL NO. 136) NEGOTIATING COMMITTEE

President

Chris Corsiglia WAYNE PBA STATE Delegate

State Delegate

SOA President

Member

Member