

AGREEMENT

Between

**TOWNSHIP OF MILLBURN
ESSEX COUNTY, NEW JERSEY**

and

**TOWNSHIP OF MILLBURN
P.B.A. LOCAL NO. 34
(POLICE OFFICERS)**

JANUARY 1, 2004 THROUGH DECEMBER 31, 2007

**RUDERMAN & GLICKMAN, P.C.
675 MORRIS AVENUE, SUITE 100
SPRINGFIELD, NJ 07081
973-467-5111**

PREAMBLE

This Agreement entered into by and between the TOWNSHIP OF MILLBURN, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the “Township”), and TOWNSHIP OF MILLBURN, P.B.A. LOCAL 34, (hereinafter called the “Association” or “Employees”), represents’ the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I
RECOGNITION

A. The Township hereby recognizes the Association as the exclusive collective negotiations agent for all Police Officers.

B. The title of Police Officers shall be defined to include the plural, as well as the singular, and to include males and females.

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, including but without limiting the generality of the foregoing, the following rights:

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

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

3. To take any permissible disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms herein are in accordance with the Constitution and Laws of New Jersey, including Chapter 123 of the Laws of 1974, and the United States.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that the procedure will be kept as informal as may be appropriate.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Township.

C. Steps of the Grievance Procedure

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

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof within seven (7) calendar days of the occurrence of the grievance and an earnest

effort shall be made to, settle the difference between the aggrieved employee and the Chief of the Department, or his designee, for the purpose of resolving the matter informally. Failure to act within seven (7) calendar days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of the Department, or his representative, shall render a decision within seven (7) calendar days after receipt of the grievance.

Step Two:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and signed by the aggrieved and filed with the Business Administrator (or his designee) within the seven (7) calendar days following the determination by the Chief of the Department.

(b) The Business Administrator, or his representative, shall render a decision within seven (7) calendar days after receipt of the grievance.

Step Three - Binding Arbitration:

(a) If the grievance is not settled through Steps One and Two, either party may refer the matter to the American Arbitration Association for Binding Arbitration within ten (10) days after the determination by the Business Administrator. An Arbitrator shall be selected pursuant to the Rules of the American Arbitration Association.

(b) However, no arbitration hearing shall be scheduled sooner than twenty (20) days after the final decision of the Business Administrator. In the event the aggrieved elected to pursue Civil Service procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the Association shall pay

whatever costs may have been incurred in processing the case to arbitration.

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

(d) The costs for the services of the Arbitrator shall be borne equally between the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. Failure by the Township to render a reply within seven (7) calendar days of the expiration of the time for response by the Township at any step of the Grievance Procedure will be deemed a denial by the Township at said Step, and the matter shall be automatically processed to the next step of the Grievance Procedure.

ARTICLE IV

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting on 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 any employee from his position, or stoppage or 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 deliberate interference with normal work procedures against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of the strike, slowdown, or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article III.

C. The Association will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, walkout or other deliberate interference's with normal work procedures against the Township.

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

ARTICLE V

HOURS AND OVERTIME

A. All employees covered by this Agreement shall have a normal work week of forty (40) hours per week. The patrol division shall work 4-4 work schedule. All employees working in excess of their normal work week shall be compensated at time and one-half.

B. All work authorized to be done in excess of 4-4 work schedule hours per week shall be compensated at time and one-half (1 1/2) the regular straight time hourly rate. In construing such overtime, payments shall be made on the following basis:

1. Up to the first 15 minutes of authorized overtime - no pay
2. Sixteen (16) through thirty (30) minutes -30 minutes pay
3. Thirty-one (31) through forty five (45) minutes -45 minutes pay
4. Forty six (46) through sixty (60) minutes -1 hour pay
5. Thereafter, overtime shall be paid in fifteen (15) minute segments for all time authorized to be worked beyond the regular tour of duty.

C. If any employee is recalled to duty after he has completed a regular scheduled tour, he shall be paid for all hours worked and shall receive a minimum of three (3) hours worked, or pay in lieu of work, at time and one—half (1 1/2).

D. An employee will have the option of overtime paid at time and one-half (1 1/2) of base pay or compensation time computed at the rate of time and one-half (1 1/2), subject to the manpower needs of the Department, as determined by the Chief.

ARTICLE VI

CHANGES IN TOUR OF DUTY AND SHIFT STRUCTURE

A. If the Township changes an employee's tour of duty, reasonable notice shall be afforded to said employee, except in case of emergency.

B. Exchanging Tour of Duty

1. The Township agrees to allow an employee covered by this Agreement, on a particular day, to exchange his tour of duty with a consenting fellow employee.

2. Said changes are to be based on a body for body basis.

3. The Township will require prior notice, not of the change, but rather, of the names of the employees who will exchange tours, the tours involved, and the date of said exchange.

4. The work schedule for the patrol division shall be a four/four schedule. Officers shall bid for shifts by seniority but the Chief has the right to change shift selections in the interest of the department. The Chief shall not be arbitrary and capricious in making such changes. Hours for all officers in the Department shall be the same. All employees will have five (5) additional eight-hour training days per year at no cost to the Township, except Captains and the Traffic Bureau.

ARTICLE VII

SICK LEAVE

A. Service Credit for Sick Leave

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

2. Sick leave may be utilized by employees whether they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods because of death or serious illness in the employee's immediate family as defined in Civil Service Regulations.

3. If an employee, in the line of duty, is incapacitated and unable to work because of injury, he shall be entitled to an injury leave with full pay, less any amount received from Temporary Disability under the Workmen's Compensation Act during the period in which he was able to perform his duties, as certified by a physician in attendance by the Municipality. Such payment will be discontinued when an employee is placed on disability pension.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment to one hundred thirty-two (132) hours in every calendar year thereafter.

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

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Department shall be notified at least one (1) hour prior to the employee's starting time.

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

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

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of any employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.

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

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

E. Parity of Sick Leave

1. After three (3) months of an employee's continuous illness, if said employee works five (5) days on, and two (2) days off shift, he shall be entitled to

have his sick leave recomputed as if his shift was four (4) days on, and two (2) days off, retroactive to the first day of said continuous illness.

F. Illness While on Tour of Duty

1. Sick leave shall be charged against an employee's account based on actual time.

2. For the last one and one-half hours of the tour, the employee will not be charged as sick leave.

G. Exhaustion of Sick Leave

If an employee has exhausted all his accumulated sick leave, his pay shall be reduced proportionately for every quarter tour of duty that he is absent from thereafter. To receive pay for a quarter tours, an employee must work more than thirty (30) minutes of said quarter.

ARTICLE VIII

BEREAVEMENT LEAVE

A. In the case of death in the immediate family, an employee shall be granted leave from the day of death, up to and including the day of the funeral.

B. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother or sister, mother-in-law, father-in-law or grandparents.

C. Reasonable verification of the event may be required by the Township.

D. In special or unusual circumstances, the Chief or his designee may grant time off or additional time off to the employee in his discretion.

E. Bereavement leave, as defined herein for members of an employee's immediate family, shall not be chargeable to sick leave.

F. An employee may be allowed for the utilization of one (1) day's sick leave to attend the funeral of a relative other than one in his immediate family, as defined by this Article.

ARTICLE IX

HEALTH AND WELFARE INSURANCE

A. The Township shall provide enrollment in the State Health. Benefits Program for all permanent employees who have been on the payroll for two (2) months, at the beginning of the third month of employment. If an employee received his permanent appointment after the fifth day of the month, such month shall not be counted as aforesaid. The Township shall pay the full cost of the foregoing program for the employee and his family, except as provided in Paragraph B below. Nothing shall preclude the right of the Township to change insurance carriers so long as substantially similar benefits are provided.

B. Employees in the Traditional Health Plan will be charged personal day(s) equal to the cost difference between the Traditional Health Plan cost and the highest cost managed care plan cost. Personal day(s) will be deducted on a pro rata employee hourly rate basis to the nearest hour equal to the cost differential of the two plans. The differential will be fixed at 45% of the differential cost. For purposes of this Article IX, the cash value of a personal day shall be determined by using the same formula as that used for determining the “cash value” of a sick day pursuant to the provisions of Article XXV.

C. When legislation is enacted, permitting payroll deduct payments of health benefit costs, the cost differential between the Traditional Health Plan and the highest cost managed care plan will be deducted from the employees' biweekly payroll check and the personal day deduction practice will cease.. The percentages of differential cost

give back will remain the same as in paragraph B.

D. The Township shall provide the employee with legal aid as required by State Statute.

E. The Township agrees to continue to provide health care benefits to permanent employees who retire after January 1, 1979, to the extent that the health plan permits such provision.

F. The Township must provide a dental insurance plan for employees with a benefit level equivalent to that provided by the Township for the year 1982. . Effective January 1, 2005 the Township will provide an enhanced dental plan with premium increases above the 2004 basic plan coverage to be paid by the employee through payroll deductions.

G. The Township shall provide an eye examination for all employees at a cost to the Township not to exceed thirty dollars (\$30.00) per employee.

H. The Township shall assume the entire cost of the Major Medical Insurance Program.

I. The Township shall provide a Prescription Insurance Plan with full family coverage, with a three dollar (\$5.00) co-pay of the employee and ten dollars (\$10) for brand name including injectable drugs.

J. Individuals who are retired after January 1, 1985, will have the option of continuing their enrollment in the State Health Benefits Plan through the State Division of Pensions or enrolling in a health plan of their own choosing. The Township agrees to pay only the amount of the State Health Benefits Plan rate towards any alternate plan selected by the individual.

K. Effective January 1, 2005 the Township will provide a premium conversion plan, a healthcare flexible spending account and a dependent care flexible spending account in accordance with Section 125 of the IRS code.

L. Effective January 1, 2005 any employee who opts out of the 2004 basic plan for dental and/or prescription plan shall receive 50% of the savings for each opt out. If the employee's substitute coverage lapses (i.e., retirement, termination) the Township agrees to cover the employee at its expenses through COBRA, until the employee can rejoin the Township Dental and/or Prescription Plan.

ARTICLE X

SALARIES

Police Officers Hired Prior to January 1, 2003

	01/01/04	01/01/05	01/01/06	01/01/07
First twelve (12) months of service	\$40,448.27	\$42,025.75	\$43,664.76	\$45,411.35
Second twelve (12) months of service	\$47,020.98	\$48,854.80	\$50,760.14	\$52,790.55
Third twelve (12) months of service	\$54,154.76	\$56,266.79	\$58,461.20	\$60,799.65
Fourth twelve (12) months of service	\$61,288.53	\$63,678.78	\$66,162.26	\$68,808.75
Thereafter	\$68,422.31	\$71,090.78	\$73,863.32	\$76,617.85

Police Officers Hired After January 1, 2003

	01/01/04	01/01/05	01/01/06	01/01/07
First twelve (12) months of service	\$39,887.21	\$41,442.81	\$43,059.08	\$44,781.44
Second twelve (12) months of service	\$44,642.71	\$46,383.78	\$48,192.75	\$50,120.46
Third twelve (12) months of service	\$49,399.26	\$51,325.83	\$53,327.53	\$55,460.63
Fourth twelve (12) months of service	\$54,154.76	\$56,266.79	\$58,461.20	\$60,799.65
Fifth twelve (12) months of service	\$58,910.26	\$61,207.76	\$63,594.86	\$66,138.66
Sixth twelve (12) months of service	\$63,666.80	\$66,149.81	\$68,729.65	\$71,478.84
Thereafter	\$68,422.31	\$71,090.78	\$73,863.32	\$76,817.85

B. For pension benefit purposes, only longevity and holiday payments shall be included in the regular salary payments.

C. Each payroll member of the Traffic Bureau, with service in the Bureau, will receive a \$1,000.00 per annum stipend, payable in January of each year. This stipend shall not be considered part of the base salary for pension purposes.

D. Detective

	<u>1/1/04</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>
First	\$4,197.00	\$4,360.00	\$4,530.00	\$4,711.00
Second	\$2,870.00	\$2,982.00	\$3,098.00	\$3,222.00
Third	\$1,449.00	\$1,506.00	\$1,565.00	\$1,627.00

E. Effective January 1, 2005 all first responder employees shall receive \$150.00 stipend. Effective January 1, 2006, the stipend will be increased to \$300.00.

F. Effective January 1, 2005 the training officer shall receive \$400.00 per month during recruit training.

ARTICLE XI

LONGEVITY

A. Each employee covered by this Agreement shall receive in addition to his salary as determined by Article X, a longevity increment as follows:

<u>Completed Years of Continuous and Uninterrupted Service</u>	<u>Percent of Salary</u>
Upon completion of five (5) years	2%
Upon completion of ten (10) years	4%
Upon completion of fifteen (15) years	6%
Upon completion of twenty (20) years	10%

B. Employees hired after January 1, 2003 shall not receive longevity.

C. Longevity for current employees shall be frozen at the dollar amounts effective January 1, 2003, i.e., the 2%, 4%, 6% and 10% steps shall be converted to dollars effective January 1, 2003 and then amounts will continue to be the longevity steps for officers at 5, 10, 15 and 20 years. Current employees will continue to move up to the 20-year longevity rate.

	<u>After 5</u>	<u>After 10</u>	<u>After 15</u>	<u>After 20</u>
PATROL	\$1,317	\$2,634	\$3,951	\$6,585

ARTICLE XII

RETENTION OF BENEFITS

A. Those provisions of Municipal Ordinances which are applicable to employees covered by this Agreement shall remain in full force and effect, except as modified herein, during the term of this Agreement, and shall be incorporated in this Agreement as if set forth therein at length.

ARTICLE XIII

SEPARABILITY AND SAVINGS

A. The Township and the Association recognize the applicability of Presidential Executive Orders dealing with economic controls on wages, prices, salaries, and so forth. Therefore, salary or wage increases or other economic changes will' be put into effect to the extent that is legally possible. In the event that any or all of the salary increases or adjustments or other economic changes for 1976 or beyond cannot be legally made, such increases or adjustments or changes shall be omitted or proportionately adjusted according to law.

B. In the event that any provision of this Agreement shall, at any time, be declared invalid by Legislative Act or any Court of competent jurisdiction, or through Government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XIV

VACATIONS

		Effective 1/1/03
Years of Service 0-11 months	Vacation Days 1 working day for each month of service	8.83 hours for each month
1	12	106
2-4	12	141
5-9	19	168
10-14	20	177
15-16	21	185
17	22	194
18	23	203
19	24	212
20-24	25	221 (229 effective 1/1/07)
25 or more	27	238 (247 effective 1/1/07)

B. The formula for calculating the dollar value of one vacation day shall be as follows: Annual salary, including holiday and longevity pay, divided by twenty-six (26) pay periods, divided by ten (10).

C. Vacation hours will be converted back to days by dividing by 8.83 hours to calculating a vacation day formula.

ARTICLE XV

LEAVE OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any employee for a period of six (6) months. Such leave shall be granted at the sole discretion of the Business Administrator after recommendation from the Chief. The leave may be extended for an additional six (6) months under the same procedure as the initial leave.

ARTICLE XVI

MILITARY LEAVE

A. Any employee called into the Armed Forces of the United States during national emergency shall receive the protection of all applicable laws.

ARTICLE XVII

TEMPORARY VACANCIES

A. If an employee works in a Table of Organization vacancy in a position of higher rank for more than an aggregate of thirty-five (35) full work days in a calendar year, then he shall receive the pay of said higher rank retroactive to the first day he worked in said position.

ARTICLE XVIII

ANNUAL PHYSICAL EXAMINATION

- A. The Township will require that each employee have an annual physical examination.
- B. The cost of said examination shall be borne by the Township.
- C. The Township will provide a list of not less than five (5) qualified physicians. From said list, each employee must choose one (1) who will be charged with administering said physical. Within a reasonable time after the selection of the doctor to administer the physical, the Township will schedule said examination accordingly.
- D. The Township and the PBA will annually agree on selection of this list of five (5) qualified physicians.

ARTICLE XIX

MUTUAL AID

A. Employees, while rendering assigned aid to another municipality within the State of New Jersey, are fully covered by Workers' Compensation, liability insurance and pensions, as provided by State Law.

ARTICLE XX

LAYOFFS AND REHIRING

A. Layoffs and rehiring from said layoffs are to be conducted in accordance with Department of Personnel Procedures.

ARTICLE XXI

MILEAGE REIMBURSEMENT

A. Employees shall receive twenty—five cents (\$.25) per business mile for authorized business travel in their personal vehicles.

B. If the Township should increase the reimbursement rate in excess of twenty—five cents (\$.25) per mile for any other group of municipal employees, the rate shall be increased as well for the Police Department.

ARTICLE XXII

JUDICIAL OR QUASI-JUDICIAL APPEARANCES

A. An employee shall receive pay at the rate of time and one—half (1 1/2) for Judicial or Quasi—Judicial appearances made in the course of his duties as a Millburn Police Officer when said time spent exceeds the regular scheduled work week as provided by Article V of this Agreement. Effective January 1, 2005 an employee shall receive one point five (1.5) hours court minimum.

B. Judicial or Quasi—Judicial appearances are not to be considered a recall duty as set forth in Section C of Article V.

C. The duration of the Judicial and Quasi-Judicial appearance shall be inclusive of the travel time necessary to go and return from said appearance.

ARTICLE XXIII

POSTING OF USED AND UNUSED SICK TIME AND VACATION

A. There shall be monthly posting of the used and unused sick time and used and unused vacation time for all employees of the Police Department.

B. The Township shall post time owed and overtime paid on a monthly basis, for the employees covered within the terms of this Contract.

ARTICLE XXIV

CLOTHING AND EQUIPMENT ALLOWANCE

A. Each employee shall receive a non-cumulative credit of five hundred (\$500.00) dollars per year, to be used at a Township designated supplier, to secure the clothing and equipment and the following books: 2C, 39, Law Enforcement Book, required of employees of the Millburn Police Department.

B. Each employee shall be allowed to purchase one pair of prescription eyeglasses annually from his/her clothing allowance.

C. Each employee shall be responsible for being properly attired, and if not so attired, will be subject to discipline under department rules and regulations.

D. Upon appointment to the Police Department, an employee will receive his full initial issue of clothing and equipment allowance for one (1) calendar year, the employee shall be credited with a pro rata partial clothing allowance credit to cover the remainder of that contract year.

E. The Township will reimburse any employee, exclusive of the clothing allowance, for clothing and equipment damaged in the line of duty without fault or negligence on the part of said employee, subject to the reasonable approval of the Chief or his designee.

F. An off-duty weapon (a standard weapon to be designated by the Township) will be permitted to be charged by the employee against his clothing and equipment allowance, as defined in Section A of this Article. The clothing and equipment allowance may be used one (1) time only to secure one (1) off—duty weapon. It is understood and agreed that further use~ of said allowance for' the

replacement of said off-duty weapon may be granted by the Chief, or his designee, in his sole discretion, if he determines that there is a need for such replacement.

ARTICLE XXV

PAYMENT FOR ACCRUED SICK LEAVE

A. All sick hours will be converted to day by having the total number of hours divided by 8.83. During any year of employment, an employee having more than 50 sick days credit may cash in the unused sick days at one— half of the “cash value” thereof. The employee must notify the Township prior to December 1st of the end of the year. The’ employee shall receive the payment in January of the subsequent year.

B. The “cash value” of each day shall be determined by dividing the base salary and longevity by twenty-six (26) pay periods divided by seventy-eight point seventy—seven hours (78.77) multiplied by eight point eighty-three hours (8.83).

C. Utilization of sick days for terminal leave purposes — see Article XXXVIII.

ARTICLE XXVI

RULES AND REGULATIONS

A. There shall be no change in the rules and regulations of the Police Department without fifteen (15) calendar days' notice to the Association, prior to the effective date of same.

ARTICLE XXVIII

LEGAL PROCEEDINGS AGAINST OFFICERS IN THE PERFORMANCE OF THEIR DUTIES

A. Whenever a cause of action is brought by any party other than the Township against an employee covered by this Agreement for any act or omission arising out of or incidental to the performance of his duties as a Millburn Police Officer, the Township shall defray the cost of defending such action as follows:

1. For defending in all Civil Actions where compensatory damages are claimed, the employee will be supplied with counsel provided by the Township Insurance Carrier.

2. For defending in an action for punitive damages, subject to the bounds of applicable law, providing the employee's conduct was not criminal, nor involving actual malice or other outrageous conduct, nor was outside the scope of his employment, the employee may select his own counsel, and the Township shall reimburse said employee for reasonable attorney fees incurred, subject to the approval of the Township Committee.

The employee shall submit to the Business Administrator for his approval, the name of the attorney he selects and the estimated fees. Such approval shall not be unreasonably withheld. Upon approval by the Business Administrator, the matter shall be submitted to the Township Committee for its consideration.

3. The Township shall not provide any employee with the means for his defense in a civil or disciplinary proceeding instituted against him by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the

Township.

If any such proceeding is instituted by or on complaint of the Township, shall be dismissed, or finally determined in favor of said employee, he shall be reimbursed for the reasonable expenses of his defense as determined by the provisions of this Article.

4. For defending in a criminal matter instituted by an individual or agency other than the Township, the employee may' select his own counsel, and the Township shall reimburse said employee for reasonable attorney fees incurred, subject to the approval of the Township Committee. If the employee is finally found to be guilty by a Court of competent jurisdiction, he shall reimburse the Township for all the funds expended by the Township in his behalf.

B. In the case of a civil action, the Township, subject to the bounds of applicable law, shall pay the adverse judgment, save harmless, and protect such employee from financial loss resulting there from within the limits of the Township insurance policy, providing the employee's conduct was not criminal, not involving actual malice or other outrageous conduct, nor was outside the scope of his employment.

ARTICLE XXIX

FULLY BARGAINED PROVISIONS

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

ARTICLE XXX

PERSONNEL FILE

A. An employee shall have the right to inspect his personnel file on reasonable notice and at a reasonable time provided a designated superior officer is present at the time of inspection. A representative of the PBA may be present when requested by the employee concerned.

B. The employee shall have the right to submit a written answer to any material which he has reviewed in his file, and his written response shall be attached to the file copy. If a member still objects to a document which has been placed in his file, he shall have the right to appeal under the grievance procedure covered in this Agreement.

C. Although the Township agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection and without the employee's full knowledge.

ARTICLE XXXI
EDUCATIONAL BENEFITS

Permanent regular members of the Police Department hired before January 1, 1989, by way of further addition to the salary range and existing longevity plan, holiday and overtime to which they are entitled, shall be entitled to receive in each calendar year the sum of eighteen dollars and seventy-five cents (\$18.75) for each credit hour successfully completed in, or accepted by, a recognized institution of higher education offering a program leading to an Associate or Baccalaureate Degree in Police Science, Law Enforcement, Public Safety or Criminal Justice, provided the individual matriculated in one of the aforementioned degree programs. Such additional compensation shall not exceed two thousand two hundred fifty dollars (\$2,250.00) for any calendar year. Payment shall be made by December 1st if possible, and in any event, no later than December 10th of each calendar year for credit hours successfully completed or accepted in the calendar year, provided that proper certification has been presented to the Township Business Administrator setting forth the number of credit hours successfully completed or accepted for the conferring of a degree in Police Science, Law Enforcement, Public Safety or Criminal Justice.

Permanent regular members of the Police Department seeking payment under this schedule for transfer credits must be matriculated in one of the aforementioned programs and must have the transfer credits recognized by an institution of higher learning offering a degree in one of the aforementioned courses of study.

By way of example of the operation of the foregoing, a permanent regular member of the Police Department who has achieved an Associate Degree or

Baccalaureate Degree in any of the courses of study noted above will receive payment for the credit hours' earned under the formula contained in this schedule. In addition, credit hours earned beyond the Associate Degree in any of the aforementioned courses of study will also be paid for under the applicable formula.

Permanent regular members of the Police Department hired after December 31, 1988, by way of further addition to salary ranges and existing longevity plan, holiday and overtime to which they are entitled, shall be entitled to receive in each calendar year the sum of one thousand two hundred fifty dollars (\$1,250.00) provided the individual possesses an Associate Degree in Police Science, Law Enforcement, Public Safety or Criminal Justice. And, any member hired after December 31, 1988 will receive two thousand two hundred fifty dollars (\$2,250.00) for any calendar year provided the individual possesses a Baccalaureate Degree in Police Science, Law Enforcement, Public Safety or Criminal Justice.

ARTICLE XXXII

CLOTHING MAINTENANCE ALLOWANCE

A. Each employee shall receive a clothing maintenance allowance at the rate of seven hundred fifty (\$750.00) dollars per year, to be paid during the first month of each contract year. Any employee appointed during the contract year will receive a pro rata portion of said allowance.

B. Each employee in the Patrol Division up to and including the rank of lieutenant, shall receive a clothing maintenance allowance of nine hundred fifty (\$950.00) dollars per year, payable during the first month of each calendar year. Any employee appointed during the contract year will receive a pro rata portion of said allowance.

ARTICLE XXXIII

HOLIDAYS

A. Each employee covered by this Agreement shall be entitled to payment equivalent to thirteen (13) working days in lieu of holiday time off and in addition to annual salary payable to the employees as an addition to his biweekly pay. For information purposes only, the holidays shall be:

New Years Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
General Election Day
Thanksgiving Day
Christmas Day

B. The holiday formula for computation shall be base salary divided by two hundred forty (240) days multiplied by the thirteen (13) holidays.

C. Through December 31st of a new employee's first year of employment, holidays will accrue on the basis of three and one quarter (3 1/4) holidays per quarter worked.

ARTICLE XXXIV

PERSONAL DAYS

A. All hours converted to days by dividing total hours by 8.83. Employees covered by this Agreement (other than members of the Patrol Division) shall receive thirty-five(35) hours off with pay per annum in addition to the other holiday provisions of this Agreement at a time approved by the Chief, or his designee. (All employees in shall receive forty-four (44) hours effective January 1, 2005).

B. These days will be known as personal days.

C. The formula for calculating the dollar value of one personal day shall be as follows: Annual salary, including holiday and longevity pay, divided by twenty-six (26) pay periods, divided by ten (10).

ARTICLE XXXV

PARENTAL LEAVE

A. Additional time off shall be granted in the form of parental leave, consisting of three (3) working days after the birth or adoption of an employee's child.

B. This parental leave will be taken within thirty (30) days after the birth or adoption of an employee's child.

ARTICLE XXXVI

POLICEMEN'S BILL OF RIGHTS

A. Members of the force hold a unique status as public officers in that they nature of their offices and employment involves the exercise of a portion of the police powers of the Township.

The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Department. These questions may require investigations by supervisory officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the force is on duty;

2. The questions 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;

3. The interrogation of the member shall not be recorded;

4. The member of the force shall not be threatened with transfer, dismissal, or other disciplinary punishment. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his acts;

5. If a member of the force is under arrest or is likely to be, that is, if

he -is a suspect or a target of a criminal investigation, he shall be given his rights pursuant to the Constitution of the United States of America and the current decisions of the United States Supreme Court;

6. If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or, is about to be so charged, he shall be afforded an opportunity to consult with counsel or PBA representatives before any interrogation.

B. If a complaint is lodged against a member, be it written or oral, anonymous or otherwise, said member, given a reasonable amount of time, shall be notified in writing by the Chief of Police or his designated representative of all the facts and available evidence pertaining to the case. The officers shall also have the absolute right to full disclosure of all written reports, statements, and physical evidence held by the investigating officers pertaining to the case.

ARTICLE XXXVII

PBA RIGHTS AND PRIVILEGES

A. The Township hereby agrees that every employee shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As' elected body exercising governmental power under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, collective negotiation with the Township, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Representatives of the PBA shall be permitted time off, with no loss of compensation, to attend negotiating sessions and grievance sessions. The PBA President, President's designee, State Delegate and Alternate Delegate shall be granted time off, with no loss of compensation, to attend State PBA Conventions, State Delegate Meetings, and Essex County' PBA Conference Meetings. Between the PBA and SOA, the maximum number of attendees shall be the same as in the past.

C. The PBA shall have the right to have a telephone installed at and receive mail at the Township Police Headquarters.

ARTICLE XXXVIII

TERMINAL LEAVE

A. Beginning January 1, 1992, all members covered by this Agreement shall be entitled to Terminal Leave subject to the following conditions and limitations.

B. Terminal Leave shall mean using accrued unused sick days to leave active duty in anticipation of Special Retirement as defined by the New Jersey Police and Fire Retirement System.

C. Employees who retire prematurely on disability pension, shall be exempt from the attainment of the age and service requirement.

D. Accrued unused sick days are convertible into Terminal Leave Days on the basis of one (1) Terminal leave day for every one (1) day of accrued unused sick leave. (Effective January 1, 2003, eight and eighty three hundredths (8.83) hours.)

E. The maximum number of accrued unused sick days eligible for conversion to Terminal Leave shall be one hundred (100) days; thereby limiting the employee to a maximum number of one hundred (100) working days of Terminal Leave (or pay one for one). Any days in excess of one hundred (100) shall be paid by the Township in accordance of Article XXV of this Agreement. (one for two)

F. Nothing in this Article shall be construed as in any way limiting the amount of accrued unused sick leave an employee may accumulate nor shall it affect the right of an employee to receive compensation for accrued unused sick time under the provisions of Article XXV.

1. Accrued unused sick days converted to Terminal Leave shall be deemed to have been used and are not compensable under the provisions set forth in Article XXV of this Agreement.

F. An employee must provide the Township written notice of their intention to begin Terminal Leave. Said written notice shall be made to the Chief of Police or his designee at least ninety (90) days before the employee begins their Terminal Leave.’ Said written notification shall include the following:

1. The number of accrued unused sick days an employee will convert to Terminal Leave.
2. The date Terminal Leave will commence.
3. The date of employee’s retirement.

G. In the event that an employee’s Terminal Leave carries him into a new calendar year, said employee shall be entitled to the following full benefits: the negotiated pay raise, eye exam, physical exam, college credit payment, dental plan, prescription plan, Blue Cross, Blue Shield, Major Medical, sick days, holiday pay, longevity pay, vacation and personal days, which are due to employee for that new calendar year.

1. However, vacation, personal and sick days for that carryover year shall not be utilized, rather, the Township will compensate the employee on a day-for-day basis for vacation and personal days. Sick time will be compensated under Article XXV of this Agreement.

H. If Terminal Leave carries the employee into a new calendar year said employee will be entitled to any of the following: Bereavement leave, clothing allowance, clothing maintenance allowance, and parental/maternity leave.

I. Terminal Leave can be utilized only once.

J. When an employee has utilized their first day of Terminal Leave,

whether they return to active duty or not, they shall have exhausted their one, time Terminal Leave option.

K. Terminal Leave is an option available at the request of the employee. It is not be invoked at the option of the Township.

L. Terminal Leave can only be initiated after all compensatory time, vacation time and personal days have been exhausted.

ARTICLE XXXIX

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2004, and shall remain in effect to and including December 31, 2007, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days, nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Millburn, New Jersey this _____ day of _____ 2004.

TOWNSHIP OF MILLBURN
P.B.A. LOCAL NO. 34

TOWNSHIP OF MILLBURN
ESSEX COUNTY, NEW JERSEY

By: _____

BY: _____

WITNESS:

WITNESS:

By:

By:

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