From: Ramos, Monica
To: Joseph Roque
Cc: ADELINNY PLAZA; Tyara Conil; Cassandra Bonilla; Town Clerk
Subject: RE: Tracking #12828 (Request)
Date: Tuesday, October 24, 2023 9:03:10 AM
Attachments: image002.png
image004.png
image001.png
OPRA 12828 - Memorandum of Agreement - Deputy Chiefs.pdf
OPRA 12828 - PSA Contract.pdf
OPRA 12828- PSA MOA.pdf
OPRA 12828 - PBA Contract.pdf
OPRA 12828- PBA MOA.pdf

Good morning Joe,

Attached are the documents requested for OPRA 12828.

Best regards,

Captain Monica Ramos
Administrative Services Division
West New York Police Department
428 60TH Street
West New York, New Jersey 07093

Direct: 201-295-5042
Email: .@.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made and entered into by and between Deputy Police Chief Santiago Cabrera and Deputy Police Chief Alejandro De Rojas (the "Deputy Police Chiefs"), West New York Police Supervisors Association, Inc. (the "PSA"), and the Town of West New York (the "Town"), (collectively, the "Parties").

RECITALS

WHEREAS, on or about January 8, 2020, upon the sudden and unexpected resignation of the Director of Public Safety of the Town of West New York, the Mayor and Board of Commissioners determined that it was in the Town's best interest to amend the Police Department's organization structure and create the rank of Deputy Chief to ensure continuity of effective and efficient administration of law enforcement in accordance with State and federal law;

WHEREAS, the Commissioner of Public Safety specifically determined that the promotion two (2) Police Captains on a provisional basis to the role of Deputy Police Chief, as defined by the New Jersey Civil Service Commission Job Specification 01517, was in the Town's best interest in accordance with New Jersey Civil Service Law;

WHEREAS, pursuant to Section 80-2 of the Municipal Code of the Town of West New York, the Commissioner of Public Safety shall, from time to time, determine the number of persons, including temporary officers and members in an emergency, to be appointed to these positions, together with their compensation, pursuant to law;

WHEREAS, pursuant to New Jersey Civil Service Law (N.J.S.A. 11A:4-13(b) and N.J.A.C. 4A:-1.5), provisional appointments may be made in the competitive division of the career service for a period not to exceed twelve (12) months when there is no complete list of eligibles, the appointing authority certifies that the appointee(s) meets the minimum qualifications for the title and certifies that failure to make a provisional appointment will seriously impair its work;

WHEREAS, the Mayor/Commissioner of Public Safety certified that the requisite criteria was satisfied for the provisional appointment of Captain Santiago Cabrera and Captain Alejandro DeRojas for the rank of Deputy Police Chief;

WHEREAS, the Town unequivocally expressed it intent that the Deputy Police Chiefs to provisionally fill the responsibilities of the vacant Director of Public Safety position as defined in Section 80-3 of the Municipal Code of the Town of West New York;

WHEREAS, on or about January 29, 2020, the Mayor and Board of Commissioners adopted Ordinance No. 1/20 amending in pertinent part Section 8-2(B)of the Municipal Code to include within the Police Department no more than two (2) Deputy Police Chiefs and to authorize the Commissioner of Public Safety to at least annually review the Police Department Table of Organization to ensure that it meets the needs of the Town and that it is in compliance with all relevant statutory and regulatory requirements;

WHEREAS, the Commissioner of Public Safety has determined that the emergent need for the provisional appointments of the Deputy Police Chiefs, which was further intensified by the unprecedented public health crisis plagued by the COVID-19 pandemic, has revealed operational and administrative demands of the Police Department that warrant a permanent appointment of the rank of Deputy Police Chief notwithstanding the Town's desire to ultimately fill the Director of Public Safety vacancy; and

WHEREAS, in recognition of the exemplary performance exhibited during these challenging times, the Commissioner of Public Safety seeks to make the provisional appointments of the Deputy Police Chiefs permanent in accordance with N.J.S.A. 11A:4-13 and N.J.A.C. 4A:4-1.1 pursuant to duly negotiated promotional terms.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following terms:

1. **TERM.** The Agreement shall remain in effect for a period of four (4) years commencing on the date of the Civil Service Commission's approval of the permanent appointment of the Deputy Police Chiefs or upon expiration of the provisional appointment, whichever occurs first.

2. **BASE SALARY.** The permanent Deputy Police Chief appointees shall receive a base salary of $173,321.66 which equals a fixed 13% differential of the collectively bargained for base salary for the rank of Police Captain[1]. Should a successor agreement with the PSA provide for an increase to the base salary for Police Captains, then the permanent Deputy Police Chief appointees shall receive the benefit of the 13% differential on that adjusted base salary for the rank of Police Captain, but only for years 2021 and beyond. . Except as otherwise set forth herein, the Deputy Police Chiefs shall not be entitled to any additional remuneration or stipend other than the current longevity pensionable pay based on years of service as outlined in the collective bargaining agreement with the PSA that expired on December 31, 2019.

3. **RETROACTIVE PROVISIONAL APPOINTMENT COMPENSATION.** The permanent Deputy Police Chiefs shall receive a one-time 13% increase adjustment to their Police Captain base salary of $153,382.00 retroactive to the effective date of their provisional appointment through the date of their permanent appointment for a maximum base salary compensation of $173,321.66 to be paid on prorated basis for the provisional period. Except as otherwise set forth herein, the Deputy Police Chiefs shall not be entitled to any additional remuneration or stipend other than the current longevity pensionable pay based on years of service as outlined in the collective bargaining agreement with the PSA that expired on December 31, 2019.

4. **ADDITIONAL BENEFITS.** For the fixed term of the Agreement, the permanent Deputy Police Chiefs shall be entitled to all benefits afforded to the rank of Police Captain as detailed in the collective bargaining agreement with the PSA that expired on December 31, 2019.

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[1] The current base salary for the rank of PoliceCaptain that is set forth in the PSA collective bargaining agreement that expired on December 31, 2019, is $153,382.00

Except as otherwise set forth herein, the Deputy Chiefs shall have no greater benefit than those currently afforded to the Police Captains based on years of service as outlined and set forth in collective bargaining agreement with the PSA that expired on December 31, 2019.

5. **OVERTIME EXEMPTION.** The Deputy Police Chiefs shall be duly exempt from overtime eligibility in accordance with State and Federal Wage and Hour laws.

6. **MUNICIPAL VEHICLE USE.** In accordance with Town Ordinance Section 76-4(H), the Deputy Police Chiefs shall not be entitled to use of municipal vehicles notwithstanding any prior use and enjoyment of municipal vehicles.

7. **EXCLUSION FROM PSA UNIT.** Upon permanent appointment, the Deputy Police Chiefs shall cease to belong to the PSA bargaining unit. The PSA willfully, knowingly, and voluntarily recognizes that the rank of Deputy Police Chief is not included within its recognition clause as managerial executives of the Police Department.

8. **INCORPORATION.** Unless otherwise set forth herein or inconsistent with this Agreement, the terms applicable to Police Captains in the collective bargaining agreement with the PSA that expired on December 31, 2019 shall be incorporated into the Deputy Police Chiefs employment agreement for the fixed four (4) year term.

9. **RATIFICATION.** This Agreement is subject to the ratification and execution of the respective parties, which shall be memorialized in the form of a detailed employment agreement.

1. **NON-PRECEDENTIAL.** The Parties agree that this Agreement shall be non-precedential, is limited to specific and unique facts and circumstances, and is not intended to create a past practice nor shall it be binding with respect to any other Town employee.

2. **ASSIGNMENT.** The Parties shall not assign or transfer any of its rights under this Agreement.

3. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the heirs, assigns, and successors in interests of the Parties hereto.

4. **NO WAIVER.** No failure or delay on the part of any Party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof of the exercise of any other right, power or remedy hereunder. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights, powers, or remedies existing in law, in equity or otherwise.

5. **CONFIDENTIALITY.** The Parties acknowledge that this Agreement is considered a government record subject the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., and that nothing herein shall exempt this Agreement from being made publicly accessible pursuant to an appropriately filed OPRA request subject to any lawfully

permitted redactions.

6. **SEVERABILITY.** Should any provisions of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not part of this Agreement.

7. **GOVERNING LAW**. This Agreement has been negotiated and entered into in the State of New Jersey and shall be governed by the laws of the State of New Jersey, without regard to any principles of choice of law that may otherwise be applicable.

8. **VENUE.** Any controversies or disagreements arising out of, or relating to this Agreement or breach thereof, shall be resolved by a court or administrative panel of competent jurisdiction.

9. **COMPLETE AGREEMENT.** This Agreement contains the entire agreement between the Parties with respect to the subject matter referenced herein and supersedes all other prior agreements, understandings, and/or dealings whether written or otherwise with respect to the same subject matter. There is no agreement on the part of the Town to anything other than what is expressly stated in this Agreement. The Deputy Police Chiefs represent and acknowledge that in executing this Agreement, he has not relied upon any representation or statement made by the Town regarding the subject matter, basis, or effect of this Agreement other than as specifically stated in this Agreement. The terms in this Agreement can only be modified in a written document signed by Deputy Police Chiefs and the Town's authorized representative.

10. **NEUTRAL CONSTRUCTION**. In the event of any dispute concerning the construction or interpretation of this Agreement, this Agreement shall be construed neutrally and without regard to events of authorship or negotiations, each Party having been represented by independent legal counsel of its own choosing.

11. **ATTESTATION.** The Parties represent and warrant that they have carefully read each and every provision of this Agreement and that they fully understand all of the terms and conditions contained in each provisions of this Agreement. The Parties further represent and warrant that they have entered into this Agreement voluntarily, of their own free will, without any pressure or coercion from any person or entity including, but not limited to, a Party to this Agreement.

12. **PRECATORY PHRASES.** The precatory phrases ("whereas clauses") are not mere recitals but are specifically agreed to by the parties and are incorporated herein by reference.

13. **AUTHORIZATION.** By executing this Agreement, each signatory represents that he or he is a party or has been duly authorized by a party to sign on that party's behalf.

14. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. A

signature affixed by a party to a counterpart of this Agreement and delivered by electronic transmission is valid, binding and enforceable against such party.

PSA

Date: 10-15-2020

By: Sgt. Kaoriem Shabazz

DEPUTY CHIEF
SANTIAGO CABRERA

Date: 10/15/2020

By:

DEPUTY CHIEF
ALEJANDRO DE ROJAS

Date: 10/15/2020

By:

TOWN OF WEST NEW YORK

Date: 10/15/2020

By:
Luis Baez

TOWN OF WEST NEW YORK

Date: October 15, 2020

By:
Jonathan Castaneda

TOWN OF WEST NEW YORK
COUNTY OF HUDSON, STATE OF NEW JERSEY

RESOLUTION #R20-373
RE: RATIFYING MEMORANDUM OF AGREEMENT ON PRINCIPLE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERMANENT CIVIL SERVICE APPOINTMENT OF DEPUTY POLICE CHIEFS

WHEREAS, on or about January 8, 2020, upon the sudden and unexpected resignation of the Director of Public Safety of the Town of West New York, the Mayor and Board of Commissioners determined that it was in the Town's best interest to amend the Police Department's organization structure and create the rank of Deputy Chief to ensure continuity of effective and efficient administration of law enforcement in accordance with State and federal law;

WHEREAS, the Commissioner of Public Safety specifically determined that the promotion two (2) Police Captains on a provisional basis to the role of Deputy Police Chief, as defined by the New Jersey Civil Service Commission Job Specification 01517, was in the Town's best interest in accordance with New Jersey Civil Service Law;

WHEREAS, pursuant to Section 80-2 of the Municipal Code of the Town of West New York, the Commissioner of Public Safety shall, from time to time, determine the number of persons, including temporary officers and members in an emergency, to be appointed to these positions, together with their compensation, pursuant to law;

WHEREAS, pursuant to New Jersey Civil Service Law (N.J.S.A. 11A:4-13(b) and N.J.A.C. 4A:-1.5), provisional appointments may be made in the competitive division of the career service for a period not to exceed twelve (12) months when there is no complete list of eligibles, the appointing authority certifies that the appointee(s) meets the minimum qualifications for the title and certifies that failure to make a provisional appointment will seriously impair its work;

WHEREAS, the Mayor/Commissioner of Public Safety certified that the requisite criteria was satisfied for the provisional appointment of Captain Santiago Cabrera and Captain Alejandro DeRojas for the rank of Deputy Police Chief;

WHEREAS, the Town unequivocally expressed it intent that the Deputy Police Chiefs to provisionally fill the responsibilities of the vacant Director of Public Safety position as defined in Section 80-3 of the Municipal Code of the Town of West New York;

WHEREAS, on or about January 29, 2020, the Mayor and Board of Commissioners adopted Ordinance No. 1/20 amending in pertinent part Section 8-2(B)of the Municipal Code to include within the Police Department no more than two (2) Deputy Police Chiefs and to authorize the Commissioner of Public Safety to at least annually review the Police Department Table of Organization to ensure that it meets the needs of the Town and that it is in compliance with all relevant statutory and regulatory requirements;

WHEREAS, the Commissioner of Public Safety has determined that the emergent need for the provisional appointments of the Deputy Police Chiefs, which was further intensified by the unprecedented public health crisis plagued by the COVID-19 pandemic, has revealed operational and administrative demands of the Police Department that warrant a permanent appointment of the rank of Deputy Police Chief notwithstanding the Town's desire to ultimately fill the Director of Public Safety vacancy; and

WHEREAS, in recognition of the exemplary performance exhibited during these challenging times, the Commissioner of Public Safety seeks to make the provisional appointments of the Deputy Police Chiefs permanent in accordance with N.J.S.A. 11A:4-13 and N.J.A.C. 4A:4-1.1 pursuant to duly negotiated promotional terms.

WHEREAS, the Town now seeks to approve entry into the attached Memorandum of Agreement.

NOW THEREFORE BE IT RESOLVED that the Mayor and Board of Commissioners of the Town of West New York do hereby approve of entry into the attached Memorandum of Agreement with the PSA, Deputy Police Chief Cabrera, and Deputy Police Chief DeRojas.

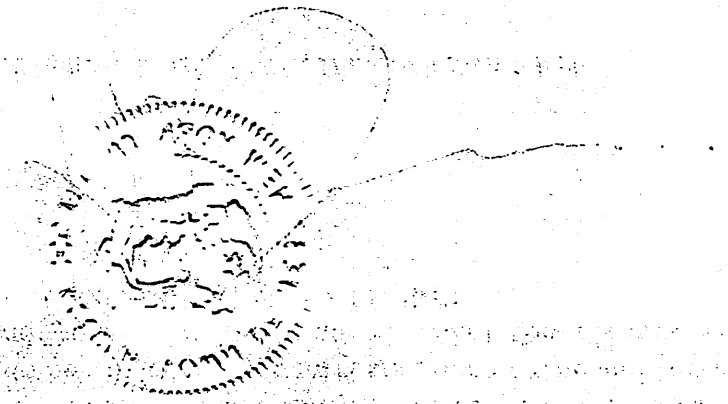
BE IT FURTHER RESOLVED, that the Mayor and Board of Commissioners of the Town of West New York do hereby authorize that the Mayor, Town Administrator, Chief Financial Officer, Municipal Clerk, and any other necessary official, officer or employee of the Town be and they are hereby permitted to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution, including but not limited to, the execution of a final employment agreement with the Deputy Police Chiefs..

BE IT FURTHER RESOLVED, that the Mayor and Board of Commissioners of the Town of West New York do hereby direct that a copy of a fully executed Memorandum of Agreement and any resulting employment agreements shall be kept on file by the Town Clerk.

Adopted: 10/15/2020

I, Adelinny Plaza, Deputy Town Clerk, of the Town of West New York, County of Hudson, do hereby certify the foregoing to be a true and correct copy of the above resolution adopted by the Mayor and Board of Commissioners of the Town of West New York at a meeting held on October 15, 2020.

Adelinny Plaza, RMC, Deputy Town Clerk



AGREEMENT

BETWEEN

THE TOWN OF WEST NEW YORK

AND

THE WEST NEW YORK POLICE SUPERVISORS ASSOCIATION INC.,

JANUARY 1, 2015 THROUGH DECEMBER 31, 2019

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ARTICLE		PAGE

ARTICLE I

UNION RECOGNITION

Section 1. The Employer hereby recognizes The West New York Police Supervisors Association Inc. as the exclusive negotiating agent for all Police Supervisors in the West New York Police Department, as set forth in Article II, Section 1 of this Agreement, for the purpose of, but not limited to, collective negotiations, grievance procedure, and term and conditions of employment.

Section 2. The Employer agrees to deduct from the pay of all members of the Union, dues and assessments as required by Union Rules and Regulations. All such deductions shall be remitted to the proper official of the Union before the expiration of the calendar year.

Section 3. Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within (30) days thereafter, any new permanent Employee who does not join within (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five (85%) percent or the maximum allowed by law of the regular membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect change in the regular 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 the provisions by a successor agreement between the Union and the Employer.

Section 4. The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, and/or liabilities resulting from any suit, action, claim and/or demands arising out of the implementation or enforcement of this Article, and it shall reimburse the Employer for all costs, including reasonable attorneys' fees, incurred in defense of the Employer. This section shall only apply provided there is no intentional wrongdoing on the part of the Employer.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. Employees covered by this Agreement shall be construed to mean all members of the West New York Police Department with the permanent Civil Service Commission classification of Sergeant, Lieutenant, and Captain. Excluded from the coverage of this Agreement are managerial executives, confidential employees, professionals, craft employees, Police Officers, the Police Director, the Deputy Director of Public Safety and all non-police Employees.

Section 2. This Agreement shall govern all terms and conditions of employment as herein set forth.

Section 3. This Agreement shall be binding on the parties hereto, their heirs, successors, administrators, executors, and/or assigns.

Section 4. If there is a difference between the rules of the Department and this Agreement, the terms and conditions of this Agreement shall prevail.

Section 5. All references made to the Police Director in this document shall also mean civilian Deputy Director of Public Safety or other Chief Executive Officer of the Department.

ARTICLE III

UNION ACTIVITIES

Section 1. The Employer agrees to grant, without discrimination, the necessary time off, with pay, to attend Local, State and/or International meetings or conventions of the Union and/or The Fraternal Order of Police, to an officer(s) so designated by the Union, except that no more than three (3) designated employees shall be granted time off at any one time. For purpose of negotiations, a maximum of four (4) men will be permitted time off with pay to participate in collective negotiations between the parties.

Section 2. The Employer agrees that the President of the Union may at any time go off post on Union business, but that upon so doing, the President must notify Police Headquarters and obtain permission from the Desk Officer, which shall not be unreasonably withheld. The Employer further agrees that any authorized representative(s) of the Union may enter Headquarters or the Municipal Building during the workday or night, at reasonable hours, provided they announce their presence to the person in charge, and do no interfere with the normal work of Headquarters or of the Municipal Building, or any office therein.

Section 3. The Employer agrees that he will not discriminate against any Employee because of his membership, office or activities in, with or on behalf of the Union.

ARTICLE IV

NEW HIRES, PROMOTIONS AND DETAILS

Section 1. The parties agree that all vacancies and promotions in this bargaining unit shall be made by the Employer in accordance with the applicable Civil Service Commission rules and regulations.

Section 2. A constant and current New Jersey Civil Service Commission list shall be maintained for all ranks to insure prompt fillings of vacancies. At the request of the Union, the Employer will request the New Jersey Civil Service Commission to call for an examination.

Section 3. In the event of an Employee acting in a higher grade is killed or permanently disabled in the line of duty, he/she or his/her designated beneficiary shall receive a pension in the amount equal to the rank he/she was so acting in and the difference, if any, shall be paid by the Employer.

ARTICLE V

WORK DAY, WORK WEEK

Section 1. The work week consists of thirty-seven and one half (37½) hours per week, divided as follows: Four (4) consecutive eight (8) hour days on 0800 to 1600 tour, followed by a seventy-two (72) hour leave; and then shall work four (4) consecutive eight (8) hour days on a 1600 to 2400 hour tour, followed by a ~~ninety-six (96)~~seventy-two (72) hour leave; then shall work four (4) consecutive days on a 0000 to 0800 tour, followed by a ~~seventy-two (72)~~ ninety-six (96) hour leave. This cycle, commonly known as the six day cycle, shall apply to all personnel except detailed officers and Police Captains.

There shall be one (1) hour off in each day for lunch or dinner; however, while on mealtime, the Employee shall be at all times subject to emergency call.

There shall be three (3) shifts or tours of duty, namely 0800 to 1600; 1600 to 2400; 0000 to 0800. The Employer may establish such other permanent bona fide shifts as public safety may require, in consultation with the Unions.

Section 2. Detailed officers including Police Captains shall work a schedule of five (5) consecutive eight (8) hour tours followed by a sixty-four (64) hour leave and then shall work four (4) consecutive eight (8) hour days followed by an eighty-eight (88) hour leave and shall continue to work such five (5) and four (4) alternately, except that in every calendar quarter they shall work three (3) work weeks of Five (5) eight (8) hour days with sixty-four (64) hours of leave between these three (3) five (5) day work weeks and then followed by the above alternating cycle.

No detailed officer shall be scheduled to work in excess of four (4) additional tours per year beyond the number of tours that he would otherwise work if the alternating schedule were followed consistently.

There shall be one (1) hour off in each day for lunch or diner; however, while on mealtime, the Employee shall be at all times subject to emergency call.

Section 3. The Employer shall provide for weapons qualifications as provided by law, at no expense to the employee. This shall include but shall not be limited to all ammunition (38 special, 9mm, 380 Cal, .40 Cal.) required to qualify with weapons authorized by the Department to carry.

Section 4. The Employer shall post all school opportunities at least two (2) weeks in advance of the commencement of the courses whenever possible.

Section 5. Effective upon the signing of this Agreement, the PSA agrees to formulate a proposal for a Steady Shift Schedule in consultation with the Town, and present it to its membership for consideration and approval. Upon approval by the membership of the PSA and PBA Local 361 the schedule would be implemented on a trial basis, the duration and scope of which would be determined prior to presentation to the membership.

ARTICLE VI

OVERTIME

Section 1. The hourly rate of each Employee in the bargaining unit shall be computed by adding the Employee's base annual salary plus his/her longevity and then dividing the sum by 1950.

Section 2. The overtime rate shall be one hundred fifty (150%) percent of the hourly rate.

Section 3. An Employee may be required to work time in excess of an Employee's tour of duty for a day, subject to payment at the overtime rate.

Section 4. An Employee may be required to work time in excess of an Employee's normal workweek subject to payment as follows:

(a) For all compensated time or time worked up to and including thirty-eight (38) hours per week, payment shall be at the hourly rate except as noted in Section 3 above.

(b) For all compensated time and time worked beyond thirty-eight (38) hours per week, payment shall be at the overtime rate; except for detailed Employees, and Captains working their five (5) day week, for whom overtime shall begin after forty (40) hours.

(c) In regard to court calls, other than appearances in Municipal Court in West New York, payment shall be at the overtime rate for all such calls outside

the Employee's normal work hours. In lieu of the foregoing, an Employee working the 0000 to 0800 tour who is scheduled for a court appearance (other then West New York Municipal Court) that business day may elect one of the following options, provided that in either case, manpower availability is not affected and that twenty-four (24) hour prior notice is given to his/her supervisor in charge of this shift:

(1) The Employee may take off 0000-0800 tour and waive overtime for court appearance; or,

(2) The Employee may work his/her scheduled 0000 to 0800 tour and receive normal overtime for the court appearance.

(d) There shall be no pyramiding of overtime.

(e) Any Employee spending more that thirty (30) minutes beyond his normal tour will be paid a minimum of one (1) hour at the overtime rate.

(f) Any Employee recalled to duty during the tour of duty immediately following such Employee's regular tour of duty will be guaranteed a minimum of four (4) hours at the overtime rate, and if recalled during a subsequent tour of duty, will be guaranteed a minimum of four (4) hours at the overtime rate. In order for overtime to qualify as a recall, the period of the recall shall not be contiguous to the Employee's tour of duty.

Section 5. All mandatory off-duty details including, but not limited to parades, funerals and special events, shall be considered as overtime. **For the purposes of payment of OFF DUTY work, payment for hours worked in excess of $1,500 shall be in a separate check with normal deductions and made as funds are made available by the vendor**

Section 6.

A. The Union and Employer agree that a special duty roster will be posted on the Department Bulletin Board, said roster to list all supervisors in alphabetical order according to rank. Employees will be called from this roster in rotation according to what rank is needed so that all supervisors will have an equal opportunity to earn extra compensation when the services of a supervisor are needed for special duty. If an employee refuses an assignment, that employee will be passed by until a complete cycle of the roster has been completed.

B. In the event a supervisor is needed with special training, (i.e. SWAT, Accident Investigator, Motorcycle, etc.) then a supervisor with the qualifications shall be called in alphabetical order regardless of rank.

C. Special duty, as set forth in this Section, shall be defined as those assignments which the Director or his designee determines fall outside the normal duties of a police

D. Supervisor assignment, or require the use of specialized training that was not acquired during normal police training.

Section 7. For the purposes of recalling Supervisors to duty in emergency situations, a roster shall be posted and maintained and utilized in such a recall following protocol established in Section 6a.

Section 8. All current Compensatory Time may be purchased, upon the Officer's request, by the Town at the Town's discretion, based on availability of funds.

ARTICLE VII

HOLIDAYS

Section 1. There shall be fourteen (14) paid holidays in each year of this Agreement and thereafter.

Section 1A – Effective 1/1/96, all members of the bargaining unit who have entered their 23rd year of services as of 1/1/96, In lieu of Holiday Pay will have an amount equal to the Holiday Pay added to their annual salary plus longevity and shall be paid in regular bi-weekly paychecks. The amount of the Holiday Pay shall not be included for the calculation of the overtime rate, however, it shall be included as part of the Employee's base salary.

Section 1B – Effective 1/1/2001, all members of the bargaining unit, regardless of rank or longevity, in lieu of Holiday Pay will have an amount equal to the Holiday Pay added to their annual salary plus longevity and shall be paid in regular bi-weekly paychecks. The amount of the Holiday Pay shall not be included for the calculation of the rate for overtime or terminal leave, however it shall be included as part of the Employee's base salary.

Section 2. Payment for each holiday shall be at the Employee's hourly rate, as defined in Article VI, Section 1 herein, times eight (8) hours.

ARTICLE VIII

VACATION AND VACATION PAY

Section 1. Effective January 1, 1998, and annually thereafter, vacations shall be as follows:

a) Sergeants	Thirty-four (34) working days
b) Lieutenants	Thirty-eight (38) working days
c) Captains	Forty-one (41) working days

Section 2. The vacation period shall be between January 1 and December 31. All Employees shall be granted two (2) consecutive weeks between June 15 and September 15; the remaining vacation shall be placed in the vacation day's book and shall be taken during the calendar year subject to a schedule to be submitted and approved, and which shall be subject to the needs of the department.

Section 3. Vacation schedules shall be established by the Police Director or the Deputy Director of Public Safety of the Department taking seniority into consideration. The Police Director and the Deputy Director of Public Safety may consult with the Union concerning scheduling of vacations.

Section 4. Effective upon the signing of this Agreement all vacation time will be used by the end of the calendar year and will only be carried over if the Township requires the Officer to work on time that should have been vacation/day off.

Section 5. In the event of an Employee's death, all vacation pay due him/her will be paid to his/her estate.

Section 6. Employees shall be permitted to exchange vacation time without prejudice or discrimination.

Section 7. If an Employee who is on vacation becomes sick or injured, that Employee shall not be placed on sick leave until expiration of the scheduled vacation.

ARTICLE IX

SICK LEAVE

Section 1. The Employer agrees that each Employee in the bargaining unit shall receive fifteen (15) working days of sick leave per year. Unused sick days shall accumulate from year to year without limitation.

Section 2. No Employee shall be required to produce a Doctor's certificate to return to duty unless he has suffered an injury, undergone any form of surgery or is out sick for more than three (3) working days. If an Employee reports sick on two (2) separate unrelated occasions during a calendar year, then the Employer may require him/her to submit a Doctor's certificate for any subsequent sickness during the calendar year before he/she returns to duty, regardless of the length of the sickness.

Section 3. (a) If an Employee is unable to perform his/her duties as certified to by the Employer's Physician due to non-work related injury, surgery or disabling illness (exclusive of the common cold, flu and the like), such absence shall not be charged to annual sick leave but shall be deducted from a Catastrophic Sick Leave Bank as defined in Subsection (b). A dispute concerning the application of Section 3(a) above shall be subject to the Grievance/Arbitration provisions of this Agreement.

(b) Effective January 1, 1994, there shall be established a Catastrophic Sick Leave Bank, for each Employee, consisting of twenty-one (21) calendar months which may be drawn upon during employment if the Employee suffers catastrophic illness or disability as defined in Subsection (a). Should an Employee exhaust the days in said bank, the Employee may utilize his/her regular accumulated sick leave days. Should that be exhausted, an Employee may utilize his/her terminal leave time as provided pursuant to Article XIII.

(c) Effective January 1, 1998, the amount of time set forth in Subsection (b) shall be modified from twenty-one (21) calendar months to eighteen (18) calendar months. A twelve (12) month limitation shall be established during which an Employee may utilize the Bank at any one time.

(d) It is agreed that the catastrophic sick bank will be modified to reflect that officers will exhaust their sick bank to maintain a level of sixty (60) sick days. Once coming down to a sixty day level the catastrophic illness complement will initiate.

Section 4.

(a) An employee who does not use any sick days from January 1 through December 31, shall receive one weeks pay.

(b) An employee who only uses one sick day from January 1 through December 31, shall receive four days pay.

(c) An employee who only uses two sick days from January 1 through December 31, shall receive three days pay.

(d) An employee who only uses three sick days from January 1 through December 31, shall receive two days pay.

(e) An employee who only uses four sick days from January 1 through December 31, shall receive one day's pay.

These amounts will be payable in the first pay period of the new year.

Section 5.

(a) Female employees that are pregnant shall advise the employer at the earliest possible time of learning they are pregnant. The employee shall be permitted to work her normal duties as long as her physician permits such work and provides a note stating so. Upon recommendation of her physician, the employee shall temporarily be transferred to an administrative position that she is capable of performing, consistent with the Town's policy on light duty. The officer's physician shall be one of her choosing.

(b) The female employee shall be permitted to use accumulated sick and catastrophic time for up to twelve (12) weeks upon notification to the Police Department's Medical officer during the period of her pregnancy and the period following childbirth.

(c) Additional time may be granted to an employee if complications arise in the pregnancy and/or childbirth.

(d) In addition, the female employee shall be granted maternity leave without pay, for up to twelve (12) months duration and shall be returned to work without loss of benefits or seniority provided she notified the Director no later than six (6) months of leave that she intends to return.

(e) The female employee shall at all times be kept at full benefits and shall be considered on active duty for computation purposes. The employer must make appropriate contributions to the pension system at all times while female employees are covered under this Article. This clause does not apply when the employee is on an unpaid leave of absence.

(f) The female employee shall be permitted to wear appropriate clothing and equipment that is consistent with her medical condition.

(g) Upon return to active duty status, the female employee shall be placed in the same assignment that she held before departing on maternity leave, where practicable.

(h) Male employees shall be permitted five (5) working days off with full pay and benefits following the birth of a child.

Section 6.

(a) A leave of absence for all employees for reasons of childbirth or adoptions of a child may be granted to an employee up to twelve (12) weeks in accordance with the New Jersey Family Leave Act.

(b) Employees seeking a leave of absence for the care of a newborn or adoption of a child shall notify the employer with reasonable notice.

(c) Any leave of absence taken by an employee for the caring of a newborn child or adoption of a child shall be unpaid. However, the employee may use sick and/or catastrophic time for sixty (60) calendar days after childbirth, if there are complications resulting from the birth. After sick time is exhausted, catastrophic time may be used.

ARTICLE X

LINE OF DUTY INJURY

Section 1. When an Employee is injured in the line of duty, the Employer agrees to bear the cost of all related medical, dental, surgical, therapeutic and pharmaceutical bills.

Section 2. Any Employee injured in the line of duty reserves the right to be treated by a Physician and/or Surgeon of his own choice, whose fees will be paid by the Employer, provided the employment of said Doctor is authorized, which authorization shall not be unreasonably withheld.

ARTICLE XI

WAGES AND PENSION

Section 1. The base pay of the Employees covered by this Agreement shall be as follows:

~~a)~~	~~Effective 6/30/2010, 11:59 p.m.~~	~~Sergeant~~	~~$92,821.54~~	~~per annum~~
	~~(3.0% increase)~~	~~Lieutenant~~	~~$108,605.26~~	~~per annum~~
		~~Captain~~	~~$127,072.00~~	~~per annum~~
~~b)~~	~~Effective 12/31/2011, 11:59 p.m.~~	~~Sergeant~~	~~$95,606.19~~	~~per annum~~
	~~(3.0% increase)~~	~~Lieutenant~~	~~$111,863.42~~	~~per annum~~
		~~Captain~~	~~$130,884.16~~	~~per annum~~
~~d)~~	~~Effective 12/31/2012, 11:59 p.m.~~	~~Sergeant~~	~~$98.474.37~~	~~per annum~~
	~~(3.0% increase)~~	~~Lieutenant~~	~~$115,219.32~~	~~per annum~~
		~~Captain~~	~~$134,810.68~~	~~per annum~~
~~e)~~	~~Effective 12/31/13, 11:59 p.m.~~	~~Sergeant~~	~~101,428.60~~	~~per annum~~
	~~(3.0% increase)~~	~~Lieutenant~~	~~118,675.90~~	~~per annum~~
		~~Captain~~	~~138,855.01~~	~~per annum~~

~~f) There shall be no retroactive pay for 2010 increases. The lack of retroactive pay shall not extend to those officers who have retired and who will retire by July 1, 2012, as such, those officers will receive full retroactive pay.~~

A.	Effective January 1, 2015	Sergeant	$102,443	per annum
	(1.0% increase)	Lieutenant	$119,863	per annum
		Captain	$140,244	per annum

B.	Effective June 1, 2015 (1.0% increase)	Sergeant	$103,467	per annum
		Lieutenant	$121,061	per annum
		Captain	$141,646	per annum
C.	Effective January 1, 2016 (1.0% increase)	Sergeant	$104,502	per annum
		Lieutenant	$122,272	per annum
		Captain	$143,062	per annum
D.	Effective June 1, 2016 (1.0% increase)	Sergeant	$105,547	per annum
		Lieutenant	$123, 495	per annum
		Captain	$144,493	per annum
E.	Effective January 1, 2017 (1.0% increase)	Sergeant	$106,602	per annum
		Lieutenant	$124,730	per annum
		Captain	$145,938	per annum
F.	Effective June 1, 2017 (1.0% increase)	Sergeant	$107,669	per annum
		Lieutenant	$125,977	per annum
		Captain	$147,397	per annum
G.	Effective January 1, 2018 (1.0% increase)	Sergeant	$108,745	per annum
		Lieutenant	$127,237	per annum
		Captain	$148,871	per annum
H.	Effective June 1, 2018 (1.9% increase)	Sergeant	$109,833	per annum
		Lieutenant	$128,509	per annum
		Captain	$150,360	per annum
I.	Effective January 1, 2019 (1.0% increase)	Sergeant	$110,931	per annum
		Lieutenant	$129,794	per annum
		Captain	$151,864	per annum
J.	Effective June 1, 2019 (1.0% increase)	Sergeant	$112,040	per annum
		Lieutenant	$131,092	per annum
		Captain	$153,382	per annum

Section 1A. Should the town demote any members of the bargaining unit, except for disciplinary reasons, during the term of this Agreement, other members of the bargaining unit shall receive an increase of 2% per annum in addition to the negotiated wage increases listed above.

Section 2. Salary will be paid on Wednesday in regular bi-weekly installments. If a holiday falls on that Wednesday, then the pay will be distributed on the Tuesday of said week.

Section 3. The Employer agrees to provide all Employees with a Pension, as provided by State Law.

Section 4. A fifteen thousand ($15,000.00) dollar annual stipend, not in the base salary, will be given to the individual serving as the OEM Coordinator. The stipend comes with the agreement that the Town reserves the right to assign someone outside the bargaining unit to this duty. A stipend will not be available when this occurs. The Town recognizes that the OEM is a voluntary position that can be declined by any member. The decision of the Town in selecting, removing and/or terminating this assignment shall not be subject to the Grievance Provisions. The stipend will be paid quarterly and prorated, if necessary. Any Police Officers Assistant to OEM would be entitled to the overtime rate for duties performed outside of the normal tour of duties.

ARTICLE XII

LONGEVITY

Section 1. The Employer agrees to pay longevity to all Employees covered by this Agreement in accordance with the following scale, said longevity to be paid bi-weekly with Employee's salary. Longevity shall be included as part of the Employee's base salary for pension purpose.

Section 2. Effective January 1, 1994, all Employees covered by this Agreement shall be governed by the following longevity scale:

Beginning with 5th year of service and ending with 7th year	4%
Beginning with 8th year of service and ending with 11th year	6%
Beginning with 12th year of service and ending with 15th year	8%
Beginning with 16th year of service and ending with 19th year	10%
Beginning with 20th year of service and ending with 24th year	12%
Beginning with 25th year of service	14%

ARTICLE XIII

TERMINAL LEAVE

Section 1. Employees hired after January 1, 1984 shall receive on retirement, at the retirement rate of pay, all accumulated sick days, vacation days and accrued days, subject to the CAP of this Article. Payments for such accumulated time shall be due within forty-five (45) days of retirement in a lump sum or, at the election of the Employer, in periodic payments over twelve (12) months at the then prevailing rate of interest, interest to commence ninety (90) days after retirement. **Said payments shall be paid in five (5) or less installments, with the first installment being paid no later than sixty (60) days after commencement of retirement, and the remaining installments to be paid no later than ten (10) weeks apart after the first installment.**

Section 2. Employees hired prior to January 1, 1972 shall receive upon retirement six (6) months pay at retirement rate of pay. Such payment shall be in a lump sum or periodic payments as set forth in Section 1. Such Employees shall not receive payment for sick time accumulated after January 1, 1984.

Section 3. Employees hired between January 1, 1972 and December 31, 1983 shall receive upon retirement three (3) months pay together with all sick days, vacation days and accrued days accumulated after January 1, 1984. Payment is to be at the retirement rate of pay and pursuant to Section 1 above.

Section 4. Book time accumulated prior to January 1, 1984 shall be vested and in addition to the terminal leave of this Article. Effective January 1, 1984 the vested book time shall be published and distributed to the Union and Employees.

Section 5. All sick days, vacation days and accrued days accumulated after January 1, 1984 shall not be included in the vested book time under Section 4 above. Upon retirement, payment to employees falling within Sections 1, 2 and 3 of this Article for the days so accumulated shall be limited up to the following amounts or CAPS:

For Sergeants	$20.000.00
For Lieutenants	$22,000.00
For Captains	$24,000.00

On December 31st of each year, the Employer shall publish the annual and accrued leave for each Employee, exclusive of the vested book time.

ARTICLE XIV

CLOTHING ALLOWANCE

Section 1. Effective 1/1/2012, the Employer agrees to pay all employees covered by this Agreement the amount of eight hundred fifty ($850.00) dollars per annum for the purchase of uniforms, payable on or before the first pay period in July of each year. Uniforms may be purchased from any supplier of required uniforms. The aforementioned clothing allowance payment shall be paid on or before the first pay period in July of each year.

Section 2. Effective 1/1/2012, the Employer agrees to pay all Employees covered by this Agreement a clothing maintenance allowance in the amount of two hundred fifty ($250.00) dollars, payable on or before April 1 of each year.

Section 3. All Employees who are required to work in Plain Clothes will receive a stipend of $500.00 per year, payable on or before the first pay period in July of each year. Following two years of assignment in plain clothes, the stipend is permanent.

ARTICLE XV

MEDICAL-SURGICAL AND MAJOR MEDICAL/DENTAL

Section 1. The Employer agrees to provide the existing coverage available with New Jersey Blue Cross and Blue Shield, including rider J, at its own expense, to the Employees covered by this Agreement and their dependents.

Effective January 1, 2015, contribution rates for health insurance shall be in accordance with Schedule A attached hereto.

The parties agree to reopen the Agreement on July 1, 2017 in order to negotiate the rates paid in Schedule A. The Town and the Union agree that any negotiated increases to the contribution rates will not exceed five percent (5%) in contract years 2017, 2018 and 2019.

Section 2. The Employer further agrees to provide a Major Medical Plan with New Jersey Blue Cross and Blue Shield, at its own expense, to the Employees covered by this Agreement and to their dependents.

Section 3. The Employer shall pay the premium for currently existing New Jersey Blue Cross and Blue Shield coverage for all West New York Employees in retirement, including those who have retired prior to the effective date of this Agreement. This coverage shall include the retirees, their wives, husbands, widows, widowers, and unmarried dependent children under the age of twenty-three (23). It is understood that such payment shall not be made if the retiree or other family members so covered under this program have other similar hospital and medical/surgical insurance which is provided at no cost to the retiree or other family member. If and when such persons covered under this program become eligible for Social Security Benefits, including Medicare, the Employer shall only be responsible for reduced premiums to provide supplemental New Jersey Blue Cross and Blue Shield coverage.

Effective January 1, 2015, Employees who retire and are required to contribute toward the cost of health insurance coverage pursuant to Chapter 78 shall contribute the amount set forth on Schedule A based on their monthly retirement allowances and the amount shall be deducted from their monthly retirement allowances.

Section 4. The Town will continue to maintain the existing Horizon Blue Cross/Blue Shield Dental coverage, which includes two thousand ($2,000.00) dollar coverage for orthodontic work. Employees may opt to pay additional premiums so as to obtain a plan, which will pay greater benefits. This coverage will be carried into retirement for any and all members retiring after January 1, 2012.

The Employer shall pay the premium for currently existing dental coverage for West New York Employees retiring after January 1, 2012.

Section 5. Employees will be reimbursed for up to $500 per contract year for eyeglasses. Including but not limited to exams, lenses, frames and contact lenses. These benefits will be carried into retirement for any and all members retiring after January 1, 2012. The Employer shall pay the eyeglass benefit for all West New York Employees retiring after January 1, 2012.

Section 6. ~~Effective July 29, 1993, the Employer will provide the prescription program with a co-pay of five ($5.00) dollars for brand name prescriptions and three ($3.00) dollars for generic prescriptions.~~ The Employer will continue to provide a prescription drug iunsurance plan providing prescription drugs to the Employees and their families.

~~Section 7. Effective December 1, 2006, prescriptions co-payment will be as follows:~~

~~Generic $5.00~~

~~Brand $10.00~~

~~Exotic $15.00~~

~~Effective December 1, 2006, Exotic drugs shall be defined as drugs that have not yet been approved by the FDA and/or are considered experimental.~~

Effective January 1, 2015 the prescription drug copayments are as follows:

Generic $5.00

Brand $15.00

Specialty Pharmaceuticals $50.00

Specialty Pharmaceuticals are defined in accordance with the New Jersey State Health Benefits Program, Prescription Drug Plans Member Handbook, Plan Year 2013, as: Oral or injectable drugs that have unique production, administration, or distribution requirements. They require specialized patient education prior to use and ongoing patient assistance while undergoing treatment.

Both parties agree that this clarifying language in regards to Specialty drugs shall in no way deny or lessen the medication currently entitled to in the collective bargaining agreement that expired December 31, 2014 or successor contract.

Section 8. Effective December 1, 2006, mail ordering maintenance drugs are mandatory. Mandatory is defined as drugs taken over 90 days. Starter prescriptions ~~is~~ are defined as an initial drug purchase (locally) that will last thirty (30) days. The second prescription (mail order) will be sent to a

mail order company during the initial prescription purchase period. The mail order form must be formatted in a way to make it easy to fill out.

Section 9. Effective upon the signing of this agreement, the optional stipend for employees who waive dual coverage for any and/or all insurance coverage provided by the Town will be $5,000.00 per annum.

Section ~~9~~10. The Town reserves the right to change insurance carrier(s), upon sixty (60) calendar days notice to the Union. The proposed change is subject to review and consultation by the Union.

Should a dispute arise as to whether or not the change in insurance carrier(s) and/or policies proposed will be substantially similar coverage, the matter shall be submitted to binding arbitration in accordance with the arbitration procedures established under the Grievance Article of this Agreement. The decision of the arbitrator shall be in writing, shall be submitted within thirty (30) calendar days of the close of the record, and shall be final and binding on all parties, pursuant to law. No new plan shall be implemented until that award is rendered.

Section ~~10~~11. The Town and the Association mutually agree to retain Arbitrator Harber to determine the validity of any future claims that any member suffers less than prior coverage. The Arbitrator shall hear any claims on six-month intervals (January and July). The hearing shall be expedited. If a party wishes to have counsel in a case, application shall be made to the Arbitrator who shall decide if counsel shall participate in the case. The Arbitrator shall determine the party to pay his fees. If for any reason Arbitrator Harber is unable to conduct this hearing, the parties hereby designate Arbitrator James W. Mastriani as his alternate.

ARTICLE XVI

UNIFORMS

Section 1. Except for Employees performing duties of garage mechanics or certain towing assignments, the regular uniforms will be worn in the prescribed manner at all times while on duty. The Employees, if special circumstances warrant, may be permitted to change into and out of uniform at Headquarters. The wearing of the police caps within the vehicles shall be optional with the Employee.

ARTICLE XVI

EMERGENCY LEAVE AND COMPENSATORY TIME

Section 1. Employees shall be granted emergency leave in the time specified, without loss of pay, for the following reasons:

(a) Death in the immediate family – Four (4) working days

(b) Serious illness in the immediate family, necessitating the Employee's presence – Three (3) working days

(c) The above leave may be extended at the request of the Employee by the Police Director or Deputy Director of Public Safety: if there is not one designated by the Police Director or Deputy Director of Public Safety, then the Officer in Charge shall make the determination.

Section 2. Employees shall be granted preferential compensatory time off for the following reasons without prejudice, providing the efficiency of the Department shall not be effected:

(a) Baptism, Confirmation, Graduation, First Holy Communion and Marriage in the Employee's immediate family.

Section 3. For the purpose of this Article, the immediate family shall mean the following:

Wife, Child, Stepchild, Ward, Mother, Father, Stepmother, Stepfather, Grandmother, Grandfather, Great-Grandmother, Great-Grandfather, Mother-In-Law, Father-In-Law, Guardian, Brother, Sister, Brother-In-Law, Sister-In-Law, Grandchildren, Aunts, Uncles, Nephews and Nieces.

Section 4. The Employer agrees to allow time off for any Employee, without discrimination, who provides a substitute of equal rank, provided approval is obtained from the Police Director or Deputy Director of Public Safety of the Department or designee.

ARTICLE XVIII

LEAVE OF ABSENCE – MILITARY LEAVE

Section 1. A leave of absence without pay may be granted to any permanent Employee who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

Section 2. Employees entering the Military or Naval Service, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges as provided in the Act.

Section 3. Employees called to active duty under the above provisions will be granted eight (8) working days leave with pay, prior to induction.

Section 4. When the military compensation of an Employee is less than his salary, the Employer may pay the difference to the Employee in monthly installments pursuant to authority by law and N.J.S.A. 38:23-3

ARTICLE XIX

REPRIMAND, SUSPENSION, DISCHARGE, RESIGNATION

Section 1. Any Employee served with written notice of charges, by which he could be reprimanded, suspended or discharged, shall have the right to be accompanied by any authorized representative of the Union at said hearing, not limited to or excluding legal counsel.

Section 2. The Employer agrees to pay to any Employee who shall resign, retire or be discharged, all money due him on the payday immediately following the termination of employment. Said pay shall include pro-rate vacation pay and cash in lieu of compensatory time due.

Section 3. Minor discipline, including reprimands shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XX

MUTUAL AID

The Employer shall insure that any Employee who is killed or injured in the line of duty while rendering aid to a neighboring community is fully covered by pension and insurance rights as if said injury or death had occurred out of an accident arising out of the performance of duty while in the Town of West New York.

ARTICLE XXI

RULES AND REGULATIONS

Section 1. The Union agrees that the Employer has the right to maintain and enforce a reasonable set of Rules and Regulations covering the actions of the Employees and the operations of the Department.

Section 2. The Employer agrees that all new, or modifications of old, rules and regulations will be discussed with the authorized representatives of the Union prior to their promulgation and such proposed rules and regulations shall not be in conflict with the provisions of this contract.

Section 3. The Employer agrees to give the Union thirty (30) days notice in writing, prior to any change or introduction of new rules and/or regulations of the Department.

Section 4. The Employer agrees to make available to the Union a copy of all orders issued by the Police Director, the Deputy Director of Public Safety and by the Commissioner of the Department of Public Safety applicable to the Police Department.

Section 5. Each Employee shall be entitled to an examination and inspection of their personnel file upon request.

ARTICLE XXII

MAINTENANCE OF STANDARDS

Section 1. The Employer agrees that all terms and conditions of employment not covered by this Agreement shall remain in full force and effect at their highest standards.

Section 2. The Employer shall not enter into any agreement with any Employee or groups of Employees, which in any way conflicts with the terms of this Agreement.

ARTICLE XXIII

GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle all grievances between the Employees and the Employer, and between the Union and the Employer, as quickly as possible so as to insure efficiency. A grievance is defined as any disagreement between the Employee and Employer, and between the Union and the Employer involving the interpretation, applications or violation of policies, agreements and administrative decisions affecting them. Grievances shall be concerned with, but not limited to, employment, work conditions, light, heat, sanitary facilities, safety, type and location of work assignments, work loads, and attitude of supervisors.

All grievances shall be set forth in writing. In the first instance, the Union shall attempt to settle informally all grievances, within the chain of command.

Section 2. If the grievance is not settled informally, then the Union shall have the right to submit such grievance to the Police Director, the Deputy Director of Public Safety, or such persons as the Police Director or Deputy Director of Public Safety shall designate, in writing, with notice to the Union of such designation. The grievance shall be decided within seven (7) calendar days after submission.

Section 3. If the grievance shall not be settled informally, or by the procedure set forth in Section 2 above, the aggrieved shall have the right to submit such grievance to the Director of the Department of Public Safety. The grievance shall be decided within seven (7) calendar days after submission.

Section 4. If the grievance shall not be settled informally or by the Police Director, or by the Deputy Director of Public Safety, and if said grievance is not cognizable by the New Jersey Department of Personnel, then the Union may request a New Jersey Public Employment Relations Commission (PERC) arbitrator, who shall have full powers to resolve the dispute between the parties, and his decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the Employer and the Union equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render a decision within thirty (30) calendar days of the close of hearing.

Section 5. The Union President, or his authorized representative, may report an impending grievance to the Director of the Department of Public Safety in an effort to forestall its occurrence.

Section 6. Any grievance must be presented within ten (10) calendar days after the aggrieved person knew of or should have known of the event or events upon which the claim is based or else such grievance shall be deemed waived.

Section 7. In the event that a compulsory arbitration law permissible and applicable to municipalities is passed by the Legislature, then the Employer agrees to adopt such act and be bound by it.

ARTICLE XXIV
SAVINGS CLAUSE

Section 1. Should any part of any provision herein contained be rendered or declared invalid by reason of an existing or subsequently enacted legislation or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof and the parties agree that with respect to any clause so determined to be invalid, the parties will immediately renegotiate said invalid clause so as to bring same within legal limits.

ARTICLE XXV
APPLICABLE LAWS

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State Law.

ARTICLE XXVI

MANAGEMENT RIGHTS

Section 1. The Police Department shall have control and direction of its operations. The Employees and the Employer shall be subject to the Rules and Regulations of the Police Department and the laws of the State of New Jersey and the Rules and Regulations of the New Jersey Civil Service Commission.

Section 2. The Police Department shall exclusively determine all matters concerning the locations of Police stations, plant structures, training and all other matters necessary to the operations of the Police Department, except that such determination shall not be in conflict with this Agreement.

Section 3. All members of the Department shall be subject to emergency call to duty at the discretion of the Police Director, Deputy Director of Public Safety or his designee.

ARTICLE XXVII

COOPERATION

The Union and the Employer agree that they will cooperate in eliminating waste, improving training and efficiency, combating absenteeism and strengthening good will between the Employer and the Employees, the Union and the Public. The Union agrees to support the Employer's effort to assure a normal day's work on the part of its Employees.

ARTICLE XXVIII

NON-POLICE DUTIES

Section 1. The Employer and the Union acknowledge that an Employee's primary responsibility is to perform police duties and that his energies should, to the fullest extent, be utilized to this end.

ARTICLE XXIX

OFF-DUTY POLICE ACTION

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

(a) Any action taken by a member of the force on his time off, which would have been taken by an officer on active duty if present or available, shall be considered police action, and the Employee shall have all the rights and benefits concerning such action as if he/she were then on active duty.

(b) Recognizing that the Employer and its residents benefit from the additional protection afforded them by off-duty Police Officers, and further recognizing the weighty responsibility and hazards confronting such off-duty Police Officers, the Employer agrees to pay such Employees, in addition to other benefits provided under this Agreement an additional sum to be added to the regular and periodic payments which Employees receive in the following amount: One ($1.00) dollar per year.

ARTICLE XXX

RIGHTS OF EMPLOYEES

Members of the force hold a unique status as Police Officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

The security of the community depends to a great extent on the manner in which the Police Officer performs their duty, and their employment is thus in the nature of a public trust.

The wide-ranging powers and duties given to the Department and its members involve them in all manner, contacts and relationship with the public. Out of these contacts may come questions concerning the actions of the member of the force. These questions may require investigation by Superior Officers designated by the Police Director, the Deputy Director of Public Safety and the governing body.

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

(a) An officer who is subject to an interview shall have the right to have a PSA representative and/or counsel present regardless of whether the officer is a witness or target of the investigation. An officer shall have the right to delay the interview for a period not to exceed 48 hours from notice to obtain representation.

(b) If an officer is to be interviewed via written questionnaire, he shall have the right to review the questionnaire with a PSA representative and/or counsel. He shall also be given a minimum of 48 hours from receipt to complete the questionnaire and to maintain a copy of the questionnaire and his answers.

(c) An Officer who is the subject of a Departmental Investigation of a non-criminal nature shall be informed of the allegation(s) against him/her, in writing, within ten (10) days of receipt of the complaint.

(d) Department Investigation shall commence within 5 days of when the Department becomes aware of the allegations.

(e) All Department investigations shall be concluded within 30-days of their inception except where the circumstances dictate the need for additional time to properly conclude the investigation. In cases that exceed the 30-day time frame, the Officer under investigation will be informed in writing of the extension and reasons therefore.

The complete interrogation of the member of the force shall be recorded mechanically or by a stenographer, if so requested by him/her. There will be no "off the record" questions unless agreed to by all parties. All recesses called during the questioning shall be recorded.

(f) All Officers who are investigated shall be notified of the results in writing within 10 days of its completion.

(g) In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department shall afford the opportunity for a member of the force, if he/she so requests, to consult with counsel and/or his/her Union representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force. When an Officer is involved in a critical incident, such as a shooting, motor vehicle accident, or physical altercation, he shall be immediately removed from the area or as soon thereafter as possible, if he requests medical attention or evaluation. Said officer shall not be required to respond to any questions or supply any statement or written reports until he is released by the evaluating physician or other medical professional. Such delay shall not exceed 2 business days unless the officer is physically and/or mentally incapacitated.

(h) The Department shall not release the Employee's home phone to anyone without an expressed written authorization executed by the Employee.

(i) Unfounded and not sustained complaints against a bargaining unit member, shall not be included in his personnel file, and shall not be used in any subsequent disciplinary proceeding or in making promotion decisions.

(j) Interrogations and investigation shall be performed by sworn law enforcement personnel.

(k) Violations of the foregoing shall render any report and/or statement made by the officer being investigated inadmissible in any proceeding or action brought against the officer.

ARTICLE XXXI

CEREMONIAL ACTIVITIES

In the event a Police Officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) uniformed Employees of the Department to participate in the funeral services for the said deceased officer.

The Employer will permit the use of a department vehicle subject to the availability of the same.

Employees participating in such funeral services shall not be compensated for their participation, unless otherwise agreed by the Police Director or the Deputy Director of Public Safety.

ARTICLE XXXII

DATA FOR FUTURE BARGAINING

The Employer and the Union each agree to make available to the other all relevant data that each may require to bargain collectively.

The data noted above shall include, but shall not be limited to, such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature.

ARTICLE XXXIII

UNION EDUCATION FUND

Section 1. The employer shall provide for the Union, on January 1st of each year, a fund of ~~two~~ three thousand ~~five hundred ($2,500~~$3,000.00) dollars for use by the Union for general education purposes, including, but not limited to, attendance and incidental expenses at seminars, schools and gathering of Police personnel. Monies shall be paid from the fund upon the submission of vouchers and approval of the Board of Commissioners as prescribed by law.

ARTICLE XXXIV

COLLEGE CREDITS

Section 1. Each Employee is entitled to receive credit for all college courses taken which lead to an Associates, Bachelor or Master's Degree in any field. The Employer agrees to pay thirty ($30.00) dollars per year for each such credit earned. Such payment shall be added to the Employee's annual salary and shall be paid in regular bi-weekly paychecks.

ARTICLE XXXV

SALARY WAIVERS

Section 1. The Union agrees that from time to time it may become necessary to request an Employee to waive a salary increase prior to a promotion due to financial stresses being experienced by the Employer.

Section 2. The Employer agrees that in no case shall an Employee be asked to waive a promotional increase for more than six (6) months.

ARTICLE XXXVI

FEDERAL AND/OR STATE LICENSE REQUIREMENTS

Section 1. Effective July 29, 1993, any Employee whose employment requires the holding of any license, Federal and/or State, may be disciplined for the following:

(1) Loss of said license;

(2) Failure to promptly advise the Police Director, the Deputy Director of Public Safety or his designee of said loss of license.

Section 2. Any loss of license which creates a discipline of a suspension or greater will result in a loss of pay for the period of the Discipline.

ARTICLE XXXVI

SUBSTANCE ABUSE POLICY

Drug abuse guidelines shall follow the State Attorney General's January 2006 guidelines.

ARTICLE XXXVIII

DURATION

This Agreement shall be effective as of ~~July 1, 2009~~January 1, 2015 and shall terminate at 11:59 p.m., December 31, ~~2014~~2019, or such time as a new contract is executed. Both parties agree to commence negotiations for the new contract no later than September 1, ~~2014~~2019.

Town Administrator for the
Town of West New York, NJ

President
West New York Police
Supervisors Association

ATTEST:

By: _____
MICHAEL A. JIMENEZ ESQ.
CORPORATION COUNSEL

Date: 7-9-19

ATTEST:

By: _____
VICE President P.S.A.

Date: 7-17-2019

SIDE BAR AGREEMENT

TOWN OF WEST NEW YORK

-and-

WNY POLICE SUPERIORS ASSOCIATION

THIS AGREEMENT, entered into this ____ day of June, 2016, among the following signatories, Town of West New York (hereinafter referred to as "Town"), Officer Kareem Shabazz, Officer Michael Acosta, Sergeant Sammy Lara and Sergeant Michael Clement (hereinafter collectively referred to for purposes of this Agreement as "Superior Officers"), and WNY Police Superiors Association (hereinafter referred to as "Association") shall govern certain enumerated terms and conditions of employment, as hereinafter stated:

WHEREAS, the Town and the Association have discussed staffing issues and methods of economically filling positions; and

WHEREAS, the parties hereto have mutually agreed it to be in the best interest of the Town, the Superior Officers referenced above, and the Association to agree to resolve said staffing issues on the terms hereof; and

WHEREAS, the parties have reached the following Side Bar Agreement (hereinafter referred to as "Agreement").

NOW, THEREFORE, IT IS AGREED:

1. Contractual provisions in the Association's Collective Bargaining Agreement ("CBA") providing increases upon promotion shall be waived by the individuals whose signatures appear below, from the date of said promotion to a date not to exceed one calendar year therefrom, as set forth herein. The Association agrees that all Superior Officers referred to in the signature lines below are promoted into its unit from the ranks of the association (rank-and-file officers) as

sergeants, and from within its unit from the ranks of sergeant to lieutenant, shall be covered by this provision.

2. Except as modified by this Agreement, all provisions of the existing CBA shall continue in full force and effect.

3. SUPERIOR OFFICER'S ATTEST.
Each Superior Officer whose signature appears below represents and warrants that he has carefully read each and every provision of this Agreement and that he fully understands all of the terms and conditions contained in each provision of this Agreement. Each Superior Officer represents and warrants that he enters into this Agreement voluntarily, of his own free will, without any pressure or coercion from any person or entity including, but not limited to, the Town of West New York, any of its divisions or departments, any Commissioner, employee, representative of the Town of West New York or the Association or any union members of the Association.

IN WITNESS WHEREOF, the parties have executed this Side Bar Agreement by their duly authorized officers.

TOWN OF WEST NEW YORK

By: _____
MAYOR FELIX E. ROQUE, M.D.

Dated: _____

By: _____
KAREEM SHABAZZ

Dated: _____

By: _____
SAMMY LARA

Dated: _____

WNY POLICE SUPERIORS ASSOCIATION

By: _____
WILLIAM KELLY

Dated: _____

By: _____
MICHAEL ACOSTA

Dated: _____

By: _____
MICHAEL CLEMENT

Dated: _____

MAYOR
GABRIEL RODRIGUEZ | PUBLIC SAFETY
COMMISSIONERS
COSMO A. CIRILLO | PUBLIC AFFAIRS
MARGARITA A. GUZMAN | REVENUE & FINANCE
VICTOR M. BARRERA | PARKS & PUBLIC PROPERTY
YOLEISY YANEZ | PUBLIC WORKS

OFFICE OF ADMINISTRATION
JONATHAN CASTAÑEDA | MUNICIPAL ADMINISTRATOR
JCASTANEDA@WESTNEWYORKNJ.ORG
O. 201.295.5119 | C. 202.360.1097

TOWN OF WEST NEW YORK

COUNTY OF HUDSON, NEW JERSEY

MUNICIPAL BUILDING
428-60th STREET
WEST NEW YORK, NEW JERSEY 07093
(201).295.5100

OFFICE LOCATIONS
PUBLIC LIBRARY 425-60th STREET (201).295.5135
SENIOR CENTER 515-54th STREET (201).295.5162/5144
FIRE PREVENTION 6015 TYLER PLACE (201).295.5220
PUBLIC WORKS 6300 BROADWAY (201).295.5230/5231
PARKING SERVICES 224-60th STREET (201).295.1575
WEST NEW YORK, NEW JERSEY 07093

December 28, 2020

via EMAIL
West New York Police Department
ATTN: Mr. Karriem Shabazz, President, PSA
P.O. Box 306
West New York, NJ 07093-0306

RE: **Collective Bargaining Agreement – Memorandum of Agreement**

Dear Mr. Shabazz

Hope you are well. On behalf of the Town of West New York (the "Town"), please accept this correspondence pursuant to Article XXXVIII of the Collective Bargaining Agreement (the "CBA") between the Town and the West New York Police Supervisors Association (the "PSA") as we continue seeking a fair Memorandum of Agreement (the "MoA") that yields equitable terms for our successor agreement.

As you know, the CBA expired on December 31, 2019. The Town has continued to pursue good faith negotiations on terms and conditions for a successor contract pursuant to the terms spelled out in the prior CBA. Prudence, indeed, will dictate that we review all items before us consciously and in good faith. However, while I empathize and understand your position and the position of the members that you represent, we have to remain cognizant about the short- and long-term fiscal impacts that any successor terms would yield. Times are indeed tough, and it is our mutual goal to ensure our operations continue seamlessly and that we can weather this uncertain period with the least impact on operations and the lives of our residents. As I have mentioned before, our work towards a mutual MoA that reflects reasonable and mutually beneficial economic and non-economic terms has been thorough. We maintain and reiterate that we understand and are committed to representing the delicate balance between ensuring fiscal responsibility on our behalf as representatives of the Town and its' residents - and the ever-important work your membership does to keep the residents safe.

I was excited after our meeting on Thursday, October 22, 2020 that we were at a juncture of a preliminary agreement. On October 22, 2020 I had provided an amended (based on a subsequent conversation we had that Friday, October 23, 2020), proposed Memorandum of Agreement with the negotiated and agreed upon terms with minor changes based on our conversation. At that juncture you replied with additional points not discussed in our conversations. While I was left with the thought that our negotiated terms, nevertheless agreed upon during our meeting and conversations, would continue to be altered. Based on conversations that our counsels have undertaken; I am once again hopeful we can reach an agreement that is beneficial to your members and to the Town. I am once again including a proposed MoA with some additional changes for your review, and if acceptable signature.

I want to thank you for your service, attention, and professional courtesies now and during the course of this negotiation. Should you have any questions, please do not hesitate to contact me for further information at my phone or email listed above. I once again thank you for your attention and service to our community.

Yours,

Jonathan Castañeda
Municipal Administrator

cc: Gabriel Rodriguez, Mayor
Luis Baez, Deputy Municipal Administrator
Andrés Acebo, Labor Counsel

Town of West New York
Administration Office
428-60th Street, Room 1
West New York, NJ 07093

Police Supervisors Association, Inc.
Town of West New York

MEMORANDUM OF AGREEMENT

The Town of West New York (the "Town") and the West New York Police Supervisors Association, Inc. (the "PSA") agree to enter into a successor Collective Bargaining Agreement ("CBA") with an effective term of January 1, 2020 through December 31, 2024. All provisions contained within the CBA shall remain the same unless otherwise specified in this Memorandum of Agreement ("MOA"). The terms and conditions set forth herein address the PSA's demands in balance with the interests and welfare of the Town's taxpayers and residents. This MOA is subject to ratification by the PSA and the Mayor and Board of Commissioners of the Town.

The parties, through legal counsel, shall draft and review the successor agreement for typographical, grammatical, and structural issues and shall make such non-substantive changes, including correcting all dates in the successor agreement to coincide with the new term. The parties' CBA shall be redlined to incorporate this MOA upon the parties' respective ratification.

1. Term: Five (5) year agreement (January 1, 2020 through December 31, 2024).

2. Scope of Agreement: Article II, Section 1 shall be amended to exclude the rank of Deputy Chief of Police from the PSA's bargaining unit.

3. Wages and Pension: Article XI shall be amended to adjust the base pay of the employees covered by the CBA by 13.30% over the five (5) years as follows:

   - January 1, 2020 - 1.00% | July 1, 2020 – 3.00%
   - January 1, 2021 - 1.40% | July 1, 2021 – 1.40%
   - January 1, 2022 - 1.25% | July 1, 2022 – 1.25%
   - January 1, 2023 - 1.00% | July 1, 2023 – 1.00%
   - January 1, 2024 - 1.00% | July 1, 2024 – 1.00%

   Retroactive pay shall be paid in a separate check in within 60 days of the ratification of this MOA by the parties.

   Members shall be eligible for a 1.00% increase on December 31, 2024, which shall be reflected by no later than January 15, 2025.

   Effective January 1, 2021, a one-time fixed dollar amount of $1,100 shall be rolled into the pensionable base salary.

4. Vacation and Vacation Pay: Article VIII shall be amended to provide that vacation carryover shall be limited in accordance with Civil Service Commission rules and regulations.

5. Sick Leave: Article IX shall be amended as follows:

   - Article IX, Section 6 (d) This article shall be gender neutral. The use of gender shall be interchangeable. The various benefits provided shall also be provided for surrogate pregnancies.
   - Annual Medical Examination – Authorized Wellness Day as a Sick Day – not charged against sick leave incentive pay. Must provide proof of attendance at authorized wellness center for evaluation.
   - Section 4 shall be amended to read as follows: (a) An employee who does not use any sick days from January 1 through December 31, shall receive six (6) days' pay. (b) An employee who only uses one (1) sick day from January 1 through December 31 shall receive five (5) days' pay. (c) An employee who only uses two (2) sick days from January 1 through December 31 shall receive four (4) days' pay. (d) An employee who only uses three (3) sick days from January 1 through December 31 shall receive three (3) days' pay. (e) An employee who only uses four (4) sick days from January 1 through December 31 shall receive two (2) days' pay. These amounts will be payable in the first pay period of the new year.

- Anyone that retires after January 1, 2022 – your medical benefits post-retirement is capped at active employee coverage levels (i.e., single, spousal, or family coverage whatever the employee had pre-retirement). Should circumstances change, (i.e. post retirement - new child, new marriage etc.) coverage can be purchased at full rate for any new additional dependents. Exception for widowed members or members who have never had anything but single coverage to the extent allowed by State and Federal law.
- Article IX, Section 3
    - Revise subsection (d) to read: "It is agreed that the catastrophic sick bank will be modified to reflect that officers will exhaust their sick bank to maintain a level of forty-five (45) sick days. Once coming down to a forty-five-day level the catastrophic illness complement will initiate.
    - Add subsection (e): "Effective January 1, 2020, the amount of time set forth in subsection (c) shall be modified from eighteen (18) calendar months to twelve (12) calendar months. A twelve (12) month limitation shall be established during which an Employee may utilize the Bank at any one time.

6. Terminal Leave: Eliminate Section 2, 3, and 4 of Article XIII. Article XIII shall be amended to provide that the Town may, at its sole discretion, facilitate the immediate retirement and separation of employees on terminal leave in order to fill all necessary positions to ensure operational needs by tendering the payment of earned, accumulated, and unused time upon separation or retirement.
    - Amend Article XIII, Section 5 to provide that supplemental compensation for accrued sick leave shall be capped for anyone hired on or after June 8, 2007 or May 21, 2010 as applicable, respectively pursuant to N.J.S.A. 11A:6-19.1 and -19.2.
    - Members hired on or prior to June 8, 2007 or May 21, 2010 as applicable shall be capped in the manner currently provided by current contract. Pursuant to New Jersey law, no removal of current CAPS (i.e., Article XIII Section 5) will be deleted.

    Article XIII shall be amended to provide that once an employee commences terminal leave, he/she may not return to active duty and must proceed with retirement from the Department. Employees on terminal leave shall not continue to accrue contractual benefit service time (i.e., sick and vacation time).

7. Clothing Allowance: Article XIV shall be modified. The $850.00 clothing allowance and the $250.00 clothing maintenance allowance shall be eliminated. Effective January 1, 2020, upon promotion to each rank (i.e., Sergeant, Lieutenant, and Captain), a one-time promotional stipend of $350.00 will be provided.

8. Medical-Surgical and Major Medical/Dental: Article XV shall be amended to provided that all active employees shall contribute Tier 4 P.L. 2011, C. 78 employee premium contributions towards their health care insurance. Subject to complete enrollment of the Town's aligned and non-aligned personnel, the Town shall transition to the State Health Benefits Program as the health insurance provider. The Town shall provide benefit options substantially equivalent to SHBP NJ Direct 10, SHBP – HMO 10, SHBP NJ Direct 15, SHP – NJ Direct PPO Early Retirement Plan, and/or SHBP – HDHP 1500. Employees shall have the option of choosing their coverage level among the offerings, including SHBP NJ Direct 10 or SHBP NJ Direct 15.

    Retiree and member health benefit contributions shall be governed by the terms and rates set by New Jersey Statutes including N.J.S.A. 40A:10-21.1 and N.J.S.A. 52:14-17.28, et seq., (P.L. 2011, Chapter 78) as may be amended or modified by any applicable judicial ruling or legislation. The contribution rate toward healthcare will be governed pursuant to Chapter 48, which notes that retirees will pay a percentage of the premium based on their annual pension allowance. Effective January 1, 2021, employees that retire from the Town of West New York will be required to contribute no more but no less than 1.5% of their pensionable allowance towards retiree health benefits. Rate shall be revisited at discussion for successor agreement.

    Retirees must meet the requirements of N.J.S.A. 40A:10-23, in addition to all PFRS requirements, to be eligible to receive medical benefits in retirement. Retirees must have served at least 20 or more years of service with the Town of West New York at the time of retirement to be eligible for medical benefits in retirement.

Article XV, Section 6 – remove "per year"; add "a one-time Orthodontic benefit;" before the phrase "…which will include two thousand five hundred ($2,500.00) of coverage per participant for Orthodontic work", also add "during the lifetime of the benefit participant" after that phrase. This shall take effect January 1, 2021.

Anyone that retires after January 1, 2020 – your medical benefits post-retirement are capped at active employee coverage levels and coverage and limitations shall be governed subject to the State Health Benefit Plan allowances.

9. Longevity: Article XII, Section II shall be amended as follows: Effective January 1, 2021, contractual longevity shall be converted to the following fixed dollar amounts for all PSA unit members promoted into the PSA after July 1, 2020:

Years of Service	Sergeant	Lieutenant	Captain
Years 5-7	$4,000	$5,000	$6,000
Years 8-11	$6,200	$7,200	$8,200
Years 12-15	$8,800	$10,200	$11,800
Years 16-19	$11,000	$13,000	$15,000
Years 20-24	$13,300	$15,300	$17,500
Years 25+	$15,000	$18,000	$20,500

10. FMLA/NJFLA**:** Employees may use accrued and unused vacation, sick, and compensatory time concurrently with any eligible FMLA/NJFLA statutory medical/family leave period in accordance with State and federal law.

11. College Credits: Article XXXIV shall be amended to 32.00 per credit and shall emphasize that only undergraduate and graduate course work that leads to the conference of an undergraduate and graduate degree by an accredited institution of higher education in a field that the Town determines is reasonably related to law enforcement duties.

12. Agency Shop Fees: The requirement regarding the Agency Shop Fee shall be applied consistent with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31, and the New Jersey Workplace Democracy Enhancement Act.

13. Overtime and Compensatory Time in Lieu of Overtime: Article VI shall be amended to be provided that all overtime earned after January 1, 2020 under this Article shall be given in compensatory time or cash payment at the employee's option on a one and one-half (1 ½) for one (1) basis. Compensatory time shall be capped at 480 hours in accordance with federal law. If an employee chooses said overtime compensation in cash, the employee will receive said overtime pay no later than the second (2nd) pay period from which it was earned.

    The hourly rate of pay for all purposes shall be based on the employee's annual base salary.

    Upon the prior written approval of the Police Director or his/her designee and subject to the needs of the Police Department, the employee's preference as to when such compensatory time may be taken will be observed wherever possible.

    Amend Article VI, Section 6 to read "The Union and the Employer agree that a special duty roster will be posted on the Department Bulletin Board, said roster shall list all supervisors in seniority order within their respective ranks." This list shall be used with Jobs4Blue assignments and departmental overtime.

    Effective January 1, 2020, the Town may implement a four (4) on and four (4) off patrol schedule comprised of a 9.5-hour shift subject to PSA shift bidding based on seniority and past practice. The first ten (10) hours of a shift shall be paid at straight time. Any inconsistent provision or section of the contract shall be deleted as null and void. Patrol officers shall be entitled to overtime compensation after the ten (10) hour daily shift.

    Should any of the terms of this provision be found to be prohibited by the Federal Labor Standards Act, the New Jersey Wage and Hour Law, and/or any other applicable laws or regulations, the mandates of that law or regulation shall prevail."

    Midnight Shift Differential – a non-pensionable stipend of $500.00 every six (6) months to be paid January 1 and July 1 after completion (prorated amount if transferred (in or out) within a six-month period).

14. Amend Article XXXV to include: Effective January 1, 2020, employees promoted to the ranks of Lieutenant and Sergeant shall have their promotional salary waivers reduced to a period of one (1) calendar year from the date of

promotion. Captains shall have their promotional salary waivers reduced to a period of six (6) months from the date of promotion.

Effective January 1, 2021, promotions shall continue to be made at the Town's sole discretion based on Civil Service eligibility, operational needs, and financial considerations. The Town and the PSA shall work collaboratively to eliminate the need for promotional salary waivers prior to announcing any promotional appointments. The parties agree that waivers, if any, shall be subject to mutual agreement and subsequent ratification.

15. The CBA shall be amended to incorporate the pertinent provisions of the Workplace Democracy Enhancement Act.

16. Article VI Section 6 – add "E. Employer will in good faith abide by the above protocol, however, it reserves the right to designate off-duty assignments subject to an emergency and/or operational needs and in full exercise of its managerial prerogative to make assignments."

    Article VIII Section 3 – add "Employer reserves the right to have the ultimate approval over vacation requests subject to operational needs, allowances shall be made for denied requests per *N.J.S.A. 11A:6-3(e).*

17. Article X Section 1 – add "upon submission and approval of bills by Employer that are not otherwise compensated pursuant to Worker's Compensation"

18. Article XXXIII Section 1 – add "upon the submission of proper documentation and approval of by the Mayor and Board of Commissioners as prescribed by law."

19. Flex-Time for Online Training that is required by the Department may be done during off duty hours subject to advanced approval by the Administrative Captain, on an hour for hour straight time basis, to expire at the end of the calendar year. Allowances made by Administrative Captain subject to departmental operating needs. On duty training shall incur no additional compensation.

20. Off Duty Work and departmental over time: No obstruction of managerial prerogative – all off-duty private retention for police services shall be monitored, controlled, and assigned by the Police Director or their designee.

21. If not stated herein, all applicable terms and conditions in the CBA shall remain the same and represents the complete understanding of the parties, except that all applicable federal or state laws that contradict any term in the CBA or this MOA shall supersede.

22. This Agreement is subject to ratification by the PSA's members and by the Mayor and Board of Commissioners and shall be effective immediately upon final authorized execution.

The undersigned parties agree to the terms above and said agreement shall be immediately enforced and incorporated into the parties' successor CBA.

TOWN OF WEST NEW YORK	**POLICE SUPERVISORS ASSOCIATION**
_____	_____
_____	_____
_____	_____
Date: _____	_____

PBA

TOWN OF WEST NEW YORK
County of Hudson

ORDINANCE #2/15

AN ORDINANCE ENTITLED SALARY ORDINANCE FOR PATROL OFFICERS OF THE WEST NEW YORK POLICE DEPARTMENT 1/1/2015 TO 12/31/2019

WHEREAS, the Town of West New York and the West New York Police Department has engaged in negotiations toward a new collective bargaining agreement, commencing January 1, 2015; and

WHEREAS, the parties, having been able to come to a settlement as to these negotiations and resulted in certain economic items for the association and certain economic and non-economic items for the Town as embodied by the agreement; and

WHEREAS, the Board of Commissioners of the Town of West New York do hereby ordain that all previous ordinances pertaining to this subject matter be amended to reflect the change in salary and benefits for Patrolmen in West New York pursuant to the agreement.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of West New York that:

Section 1: The annual salary of the Patrolmen in West New York Police Department between the periods of **1/1/2015** to **12/31/2019** is established as follows:

	6/1/15*	12/31/15*	6/1/16*	12/31/16*	6/1/17*
Academy	$38,225	$38,608	$38,994	$39,384	$39,778
Graduation	$43,438	$43,872	$44,311	$44,754	$45,202
Step 1	$50,156	$50,657	$51,164	$51,675	$52,192
Step 2	$58,599	$59,185	$59,777	$60,375	$60,979
Step 3	$62,551	$63,177	$63,809	$64,447	$65,091
Step 4	$68,938	$69,627	$70,323	$71,026	$71,737
Step 5	$75,395	$76,149	$76,911	$77,680	$78,457
Step 6	$82,111	$82,932	$83,761	$84,599	$85,445
Step 7	$87,904	$88,783	$89,671	$90,568	$91,474

	12/31/2017*	6/1/2018*	12/31/2018*	6/1/2019*	12/31/2019*
Academy	$40,175	$40,577	$40,983	$41,393	$41,807
Graduation	$45,654	$46,110	$46,572	$47,037	$47,508
Step 1	$52,714	$53,241	$53,774	$54,311	$54,854
Step 2	$61,588	$62,204	$62,826	$63,455	$64,089
Step 3	$65,742	$66,399	$67,063	$67,734	$68,411
Step 4	$72,454	$73,179	$73,910	$74,649	$75,396
Step 5	$79,241	$80,034	$80,834	$81,643	$82,459
Step 6	$86,299	$87,162	$88,034	$88,914	$89,804
Step 7	$92,388	$93,312	$94,245	$95,188	$96,140

*All salary increases shall be payable as of 11:59 p.m. on the dates provided above.

Section 2: All the terms and conditions of the contract between the Town of West New York and PBA Local 361 are duly adopted as if set forth at length.

Section 3: All ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

Introduced: 5/19/2015
Adopted: 6/17/2015

PBA

Memorandum of Agreement

Between the

Town of West New York and PBA Local 361

The TOWN OF WEST NEW YORK (the "Town") and the WEST NEW YORK POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 361 (the "Union") hereby enter into this Memorandum of Agreement ("Agreement") with respect to the modifications, amendments and additions to the collective bargaining agreement between Town and the Union, ending December 31, 2014 ("CBA"). All terms and conditions contained in the CBA shall remain unchanged, except as modified as follows:

1. Term of the Agreement shall be from January 1, 2015 to December 31, 2019.

2. Wages:

   Across the board base wage increase of 1% effective June 1, 2015; 1% effective December 31, 2015; 1% effective June 1, 2016; 1% effective December 31, 2016; 1% effective June 1, 2017; 1% effective December 31, 2017; 1% effective June 1, 2018; 1% effective December 31, 2018, 1% effective June 1, 2019; 1% effective December 31, 2019 to all full time bargaining unit members.

3. Chapter 78 Contributions:

   a. Effective January 1, 2015, contribution rates for health insurance shall be in accordance with Attachment A.
   b. Both parties agree to reopen the Agreement on July 1, 2017 in order to negotiate the rates paid in attachment A. The Town and the Union agree that any negotiated increases to the contribution rates will not exceed five percent (5%) in contract years 2017, 2018 and 2019.
   c. Employees who retire and are required to contribute toward the cost of health insurance coverage pursuant to Chapter 78 shall contribute the amount set forth on Schedule A based on their monthly retirement allowances and the amount shall be deducted from their monthly retirement allowances.

4. Insurance:

   Article XV will be modified to add the following New Section 6:

A. The Employer will continue to provide a prescription drug insurance plan providing prescription drugs to the Employees and their families with copayments as follows:

Generic drugs - $5.00
Brand name drugs - $15.00
Specialty Pharmaceuticals - $50.00

Specialty Pharmaceuticals are defined in accordance with the New Jersey State Health Benefits Program, Prescription Drug Plans Member Handbook, Plan Year 2013, as: Oral or injectable drugs that have unique production, administration, or distribution requirements. They require specialized patient education prior to use and ongoing patient assistance while undergoing treatment.

Both parties agree that this clarifying language in regards to Specialty drugs shall in no way deny or lessen the medication currently entitled to in the collective bargaining agreement that expired December 31, 2014 or successor contract.

B. Also, effective December 1, 2006, mail ordering maintenance drugs are mandatory. Mandatory is defined as drugs taken over ninety (90) days. Starter prescriptions are defined as an initial drug purchase (locally) that will last thirty (30) days. The second prescription (mail order) will be sent to a mail order company during the initial prescription purchase period. The mail order form must be formatted in a way to make it easy to fill out.

5. Section 7 of Article V (Work day, Work week, Staffing and Patrol vehicle) starting with "All officers..." and ending with "...by the NJ State Attorney General." shall be deleted. Subsequent "Section 8" will be renamed "Section 7."

6. Amend Article VI to add the following new Section: For the purposes of payment of OFF DUTY work, payment for hours worked in excess of $1,500 shall be in a separate check with normal deductions and made as funds are made available by the vendor.

7. Article XXXV, Section 1 shall be modified to increase the "PBA Education Fund" from $2,500 to $3,000.

8. If the employer elects to make periodic payments over twelve (12) months at the then prevailing rate of interest, interest to commence ninety (90) days after retirement, said payments shall be paid in five (5) or less installments, with the first installment being paid no later than sixty (60) days after commencement of retirement, and the remaining installments to be paid no later than ten (10) weeks apart after the first installment.

Miscellaneous:

(a) This Memorandum of Agreement contains the entire agreement of the parties.

(b) This Memorandum of Agreement is subject to ratification by the Commissioners of the Town of West New York and by the membership of the Union. The undersigned represent that they are authorized to enter into this Memorandum of Agreement on behalf of their respective principals.

(c) The Town shall prepare a collective bargaining agreement incorporating this Memorandum.

(d) The parties agree to recommend that their respective principals ratify this Memorandum of Agreement.

WEST NEW YORK POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 361	TOWN OF WEST NEW YORK
Thomas J. Manzie President PBA	

PBA

ORIGINAL

General Agreement

Between

Town of West New York

And

West New York
Policemen's Benevolent Association
Local 361, Incorporated

2012 AUG -6 A 9:06
FINANCE
TREASURERS OFFICE

July 1, 2010 – December 31, 2014

Table of Contents

Article I

Union Recognition

Section 1. The Town of West New York ("Employer" or "Town") hereby recognizes the West New York PBA Local 361, Inc. ("PBA" or "Local 361") as the exclusive negotiating agent for all police officers and detectives below the rank of sergeant in the West New York Police Department, as set forth in Article II, Section 1 of this Agreement, for the purpose of, but not limited to, collective negotiations, grievance procedures, and all terms and conditions of employment.

Section 2. The Employer agrees to deduct from the pay of all members of the PBA any dues as required by PBA rules and regulations. All such deductions shall be remitted to the proper official of the PBA before the expiration of the calendar year.

Section 3. Any permanent Employee in the bargaining unit on the effective date of the Agreement who does not join the PBA within thirty (30) days thereafter, any new permanent Employee who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representative fee to the PBA by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five (85%) percent or the maximum allowed by law of the regular PBA membership dues, fees and assessments as certified to the Employer by the PBA. The PBA may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular PBA membership dues, fees and assessments. The PBA's entitlement to the Representation Fee shall continue beyond the termination date of this agreement so long as the PBA remains the majority representative of the Employees in the unit and provided that no modification is made in this provision by a successor Agreement between the PBA and the Employer.

Section 4. The PBA agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands and/or liabilities resulting from any suit, action, claim and/or demands arising out of the implementation or enforcement of this Article, and it shall reimburse the Employer for all costs, including reasonable attorneys' fees, incurred in defense of the employer. This section shall only apply provided there is no intentional wrong doing on the part of the Employer.

Article II
Scope of Agreement

Section 1. Employees covered by this Agreement shall be construed to mean all members of the West New York Police Department as previously defined under Article I Section 1. herein.

Section 2. This Agreement shall govern all terms and conditions of employment as herein set forth.

Section 3. This Agreement shall be binding on the parties hereto, their heirs, successors, administrators, executors, and/or assigns.

Section 4. In the event of a divergence or difference between the rules of the Police Department and the terms of this agreement, it is understood and agreed that the terms and conditions of this Agreement shall govern the conduct of the parties.

Article III
PBA Activities

Section 1. The Employer agrees to grant, without discrimination, the necessary time off to attend local, county, state and/or international meetings or conventions of the Policemen's Benevolent Association to an Officer(s) so designated by the PBA, except that no more than three (3) designated Employees shall be granted time off at any one time. (Employees in this case shall be construed to mean member police officer of the West New York Police Department.) For purposes of negotiations, a maximum of six (6) Employees will be permitted time off with pay to participate in collective negotiations between the parties.

Section 2. The Employer agrees that the President of Local 361 may at any time go off post on PBA business, but that upon so doing, the President must notify Headquarters and obtain permission from the Desk Officer, which shall not be unreasonably withheld. The Employer further agrees that any authorized representative(s) of the PBA may enter Headquarters or the Municipal building during the workday or night, at reasonable hours, provided they announce their presence to the person in charge, and do not interfere with the normal work of Headquarters or of the Municipal Building, or any office therein.

Section 3. Upon request by the PBA, the Employer shall provide facilities for the monthly PBA meetings. The PBA shall be responsible for the maintenance and security of the facility provided by the Employer during each monthly meeting.

Section 4. The Employer agrees that it will not discriminate against any Employees because of their office, membership, or activities in, with, or on behalf of the PBA.

Article IV
New Hires, Promotions And Details

Section 1. The parties agree that all vacancies and promotions in the Department shall be made by the Employer in accordance with prevailing Civil Service Commission Rules and Regulations.

Section 2. A constant Civil Service Commission list shall be maintained for all ranks to insure the prompt filling of vacancies. At the request of the PBA, the Employer will request the Civil Service Commission to call for an examination.

Section 3. In the event an Employee acting in a higher grade is killed or permanently disabled in the line of duty, that Employee or their designated beneficiary shall receive pension in the amount equal to the rank the Employee was so acting in and the difference, if any, shall be paid by the Employer.

Article V
Workday, Work Week, Staffing and Patrol Vehicles

Section 1. The work week consists of thirty-two (32) hours, divided as follows: Four (4) consecutive eight (8) hour days on 8:00 a.m. to 4:00 p.m. tour, followed by a seventy-two (72) hour leave; and then shall work four (4) consecutive eight (8) hour days on 4:00 p.m. to midnight, followed by a ninety-six (96) hour leave; then shall work four (4) consecutive eight (8) hour days on midnight to 8:00 a.m. tour, followed by a seventy-two (72) hour leave. This cycle, commonly known as the six (6) day cycle shall apply to all personnel except detailed personnel and police Captains.

There shall be one (1) hour off in each day for lunch or dinner; however, while mealtime, the Employee shall be at all times subject to emergency call.

There shall be three (3) shifts or tours of duty, namely 8:00 a.m. to 4:00 p.m., 4:00 p.m. to midnight and midnight to 8:00 a.m. The Employer may establish such other permanent bona fide shifts as public safety needs require, in consultation with the PBA.

Section 2. Detailed Employees shall work a schedule of five (5) consecutive eight (8) hour days followed by a sixty-four (64) hour leave, and then shall work four (4) consecutive eight (8) hour days followed by an eighty-eight (88) hour leave and shall continue to work such five (5) and four (4) cycle alternately, except that in every calendar quarter, they shall work three (3) work weeks of five (5) eight (8) hour days with sixty-four (64) hours of leave between these three (3) five (5) day work weeks and then followed by the above alternating cycle.

No detailed Employees shall be scheduled to work in excess of four (4) additional tours per year beyond the number of tours he would otherwise work if the alternating schedule were followed consistently.

There shall be one (1) hour off in each day for lunch or dinner; however, while on mealtime, the Employee shall be at all times subject to emergency call.

Section 3. Employees assigned to the Urban Enterprise Zone (UEZ) unit shall work a schedule of five (5) consecutive eight (8) hour days followed by a seventy-two (72) hour leave and then shall work four (4) consecutive eight hour days followed by an eighty (80) hour leave and shall continue to work such five (5) and four (4) day cycle alternately.

There shall be one (1) hour off in each day for lunch or dinner; however, while on mealtime, the Employee shall be at all times subject to emergency call.

Section 4. One (1) in-service patrol vehicle, or at the Employer's sole option, more than one (1), shall be equipped with the following equipment: Two (2) heavy-duty flashlights; one hundred (100) feet of heavy-duty rope; one (1) blanket; one (1) serviceable first-aid kit; one (1) fire extinguisher; one (1) oxygen inhalator; one (1) heavy-duty pry bar; two (2) spotlights; two (2) sets of nightstick brackets; one (1) snare for handling animals; one (1) luminous vest; one (1) pair of protective gloves; one (1) luminous pair of gloves; two (2) riot helmets; two (2) flashers and one (1) 360 degree revolving beacon, or other emergency lights of at least equal projection and visibility; one (1) small Scott pack.

In all patrol vehicles, the rear seat is to be separated from the driver's seat by a mesh type device; equipped with trunks that can be opened from the interior of the car; working radios and sirens; one (1) oxygen inhalator, and two (2) flashers and one (1) 360 degree revolving beacon or other emergency lights of at least equal projection and visibility. Shotguns shall be provided subject to agreement between the parties as to how many vehicles shall be equipped and the position of the weapons in the vehicle(s).

Section 5. The Employer shall provide for semi-annual weapon qualification for each police officer, at no expense to the Employee. This shall include, but not limited to all ammunition, (38 special, 9mm, .380cal, .40 cal.), required to qualify with weapons authorized by the Department to carry.

Section 6. The Employer shall post all school and training opportunities at least two (2) weeks in advance of the commencement of the courses whenever possible.

Section 7. All officers shall be required to perform four (4) hours of unpaid training each contract year. All four hours shall be performed by the officer in a single day and shall not be broken up over multiple days. When an officer is called to training to satisfy his four hours, whether the officer attends during scheduled work hours or not, he shall be credited with completing all four hours even if the training does not last the full four hour period. If the 4 hours of training is scheduled during an officer's regular work hours, he shall not lose any compensation. This four hour training shall not be used for any "in-house training" that is currently compensated for by the Town. "In-house training" is defined as that which is mandated by the NJ State Attorney General.

Section 8. Effective upon the signing of this Agreement, the PBA agrees to formulate a proposal for a Steady Shift Schedule in consultation with the Town, and present it to its membership for consideration and approval. If approved by the membership of the PBA and PSA the Schedule would be implemented on a trial basis, the duration and scope of which would be determined prior to presentation to the membership.

Article VI
Overtime

Section 1. The average hourly rate of each Employee in the bargaining unit shall be computed by adding the Employee's base annual salary plus his longevity and then dividing the total by 1966.

Section 2. The overtime rate shall be compensated at one and one-half (1 ½) times the regular hourly rate. The Employer shall have the option of paying overtime in cash or compensatory time off, which time shall not exceed 480 hours as prescribed by the FLSA as amended. The Employee, however, may convert any part or all compensatory time off earned for overtime worked in each calendar year into cash by notifying the Employer no later than the thirty-first (31) day of January succeeding the year in which such was earned. Payment shall be made by the Employer no later than January 31st of that year. Cash payment is to be made at the rate in effect at the time overtime was earned.

Section 3. Employees may be required to work time in excess of an Employee's tour for a day subject to payment at the overtime rate.

Section 4. Employees may be required to work time in excess of an Employee's normal work week subject to payment as follows:

(a) For all compensated time or time worked up to and including thirty-eight (38) hours per week, payment shall be at the hourly rate except as noted in section 3 above.

(b) For all compensated time or time worked beyond thirty-eight (38) hours per week, payment shall be made at the overtime rate; except for detailed and UEZ officers

working their five (5) day week, for whom overtime shall begin after forty (40) hours.

(c) In regard to Court calls (other than appearances in Municipal Court in West New York) payment shall be at the overtime rate for all such calls outside the Employee's normal workday. In lieu of the forgoing, an Officer working the midnight to 8:00 a.m. shift who is scheduled for a court appearance (other than West New York Municipal Court) that business day may elect one of the following options, provided that in either case, staffing availability is not affected and that twenty-four (24) hour prior written notice is given by the Officer of their selection to the Officer in charge of their shift:

i. the Officer may take off the midnight to 8:00 a.m. shift and waive overtime for court appearance; or

ii. the Officer may work their scheduled midnight to 8:00 a.m. shift and receive normal overtime for the court appearance.

(d) There shall be no pyramiding of overtime.

(e) Any Employee spending more than thirty (30) minutes, but less than 1 hour beyond their normal tour will be paid a minimum of one (1) hour overtime at the overtime rate.

(f) When an Employee is called in at a time that is not contiguous to an Employee's previously scheduled tour; such call-in shall be for a minimum of four (4) hours.

(g) The Employee shall receive meal money when guarding prisoners at hospitals.

Section 5. The PBA and Employer agree that a special duty roster will be posted on the Department Bulletin Board; said roster is to list all Employees in alphabetical order. Employees will be

called from this roster in rotation so that all officers will have an equal opportunity to earn extra compensation when the services of police officers are requested for special duty. If an Employee refuses an assignment, that Employee will be passed by until a complete cycle of the roster has been completed. Special duty, as set forth in this section shall be defined as those assignments which the Director or designee determines fall outside the normal duties of a police officer, as defined by the Civil Service Commission, or require the use of specialized training that was not acquired during normal police training.

Section 6. All mandatory off-duty details such as but not limited to parades, funerals and special events, shall be considered as overtime.

Section 7. For the purposes of recalling police officers to duty in emergency situations, a roster shall be posted and maintained and utilized in such a recall.

Section 8. All compensatory time shall be purchased, upon the Officer's request, by the Town subject to the availability of funds. The cashed-in compensatory time will be purchased at the officer's current hourly rate at the time of purchase. All compensatory time cash-in request shall be paid in the order received by the Town.

Article VII
Holidays

Section 1. There shall be fourteen (14) paid holidays per year for Employee's covered by this Agreement. Effective on the last pay period of December 2001, all Employee's, in lieu of Holiday Pay, will have an amount equal to their Holiday Pay included in their base salary. The amount of the Holiday Pay shall not be included for calculation of the overtime rate or hourly rate.

Section 2. Payment for each holiday shall be made at each individual Employee's hourly rate, as defined in Article VI, Section 1 hereof, times eight (8) hours per holiday.

Article VIII
Vacation and Vacation Pay

Section 1.

(a) Effective January 1, 1988 and annually thereafter, vacations shall be as follows:

During 1st year of service	10 working days
During 2nd year of service	20 working days
During 3rd year of service	
and each year thereafter	29 working days

(b) During the first calendar year of service vacation shall be pro-rated for Employees.

(c) An Employee may not utilize any vacation leave during the first six (6) months of employment without first obtaining the approval of the Director or designee, which approval shall not be unreasonably withheld.

Section 2. The vacation period shall be between January 1 and December 31. All vacation leave shall be subject to the approval of the Director or designee, which approval shall not be unreasonably withheld. An Employee, at their request, shall be provided no less than eight (8) consecutive workdays within the period of June 15 to September 15. Vacation days shall be placed in the vacation day book and shall be taken during the calendar year subject to: (1) a schedule to be submitted and approved; and (2) the needs of the Department. Vacation leave days may be taken in single day segments.

Section 3. Employees shall submit request for vacation leave for each year prior to April 15 of each year either in whole or in part. All times so selected and approved shall not be subject to change based upon selection of the same leave time by another Employee thereafter.

Leave time requested and approved subsequent to April 15 cannot be altered or changed by another Employee later than two (2) weeks prior to the scheduled commencement of leave.

Section 4. All vacation time must be used by the end of the calendar year. Vacation can only be carried over if denied due to the work load needs of the Town.

Section 5.

(a) If an Employee who is on vacation becomes sick or injured, that Employee shall not be placed on sick leave until expiration of the scheduled vacation.

(b) In the event of an Employee's death, all vacation pay due him / her will be paid to his / her estate.

(c) Employees shall be permitted to exchange vacation time without prejudice or discrimination.

Section 6. All grievances regarding vacation may proceed directly to arbitration at the PBA's discretion. Such arbitration shall be held before Arbitrator Thomas Hartigan, or in the event he is unavailable, another arbitrator agreed upon between the PBA and the Employer, within five (5) working days of the date that the grievance was filed. The arbitrator shall issue a bench decision after the parties present their proofs.

Article IX
Sick, Catastrophic & Maternity Leave

Section 1. Each Employee covered herein shall receive fifteen (15) work days sick leave per year. Unused sick days shall accumulate from year to year without limitation.

Section 2. Any Employee shall not have to produce a doctor's certificate to return to duty unless that Employee has suffered an injury or undergone any form of surgery or is out sick for more than three (3) working days. If an Employee reports sick on two (2) separate unrelated occasions during a calendar year, than the Employer may require that Employee to submit a doctors certificate for any subsequent sickness during the calendar year before that Employee returns to duty, regardless of the length of sickness.

Section 3.

(a) If an Employee is unable to perform their duties as certified to by the employer's physician due to non work related injury, surgery or disabling illness (exclusive of the common cold, flu and the like), such absence shall not be charged to annual sick leave but shall be deducted from a catastrophic sick leave bank as defined in Subsection (b). A dispute concerning the ability to perform duties due to non-work related disability, as defined herein, shall be subject to the Grievance/Arbitration provision of this Agreement.

(b) Effective January 1, 1987 there shall be established a catastrophic sick leave bank for each Employee consisting of twenty-one (21) calendar months, which may be drawn upon during employment if the Employee suffers a catastrophic disability as defined in Subsection (a). Should an Employee exhaust the days in said bank, the Employee may utilize their regular accumulated sick leave days. Should that be exhausted, an Employee may utilize their terminal leave time as provided pursuant to Article XIII.

(c) Officers who have more than 60 sick days banked shall be required to exhaust all days over 60 prior to using the catastrophic bank. Once at 60 banked sick days, the use of the catastrophic bank shall commence. Officers who do not have 60 banked sick days and who satisfy the requirements of paragraph (a) above, shall immediately be allowed to use the catastrophic bank.

Section 4.

(a) An employee, who does not use any sick days from January 1 through December 31, shall receive five day's pay.

(b) An employee, who only uses one sick day from January 1 through December 31, shall receive four day's pay.

(c) An employee, who only uses two sick days from January 1 through December 31, shall receive three day's pay.

(d) An employee, who only uses three sick days from January 1 through December 31, shall receive two day's pay.

(e) An employee, who only uses four sick days from January 1 through December 31, shall receive one day's pay.

These amounts will be payable in the first pay period of the new year.

Section 5.

(a) Female Employees that are pregnant shall advise the Employer at the earliest possible time of learning they are pregnant. The Employee shall be permitted to work her normal duties as long as her physician permits such work and provides a note stating so. Upon recommendation of her physician, the Employee shall be temporarily transferred to an administrative position that she is capable of performing, consistent with the Town's policy on light duty. The officer's physician shall be one of her choosing.

(b) The female Employee shall be permitted to use accumulated sick and catastrophic time , upon notification to the Police Department's Medical Officer during the period of her pregnancy and the period following childbirth.

(c) Additional time may be granted to an Employee if complications arise in the pregnancy and/or childbirth.

(d) In addition, the female Employee shall be granted maternity leave without pay, for up to twelve (12) months duration and shall be returned to work without loss of benefits or seniority provided she notifies the Director no later than six (6) months of leave that she intends to return.

(e) The female Employee shall at all times be kept at full benefits and shall be considered on active duty for computation purposes. The Employer must make appropriate contributions to the pension system at all times while female Employee is covered under this article. This clause does not apply when the Employee is on an unpaid leave of absence.

(f) The female Employee shall be permitted to wear appropriate clothing and equipment that is consistent with her medical condition.

(g) Upon return to active duty status, the female Employee shall be placed in the same assignment that she held before departing on maternity leave, where practicable.

(h) Male Employees shall be permitted Five (5) working days off with full pay and benefits following the birth of a child.

Section 6.

(a) A leave of absence for all Employees for reasons of childbirth or adoptions of a child may be granted to an Employee up to twelve (12) weeks in accordance with the New Jersey Family Leave Act and Federal Family and Medical Leave Act.

(b) Employees seeking a leave of absence for care of a newborn or adoption of a child shall notify the Employer with reasonable notice.

(c) Any leave of absence taken by an Employee for the caring of a newborn child or adoption of a child shall be unpaid. However, the Employee may use sick and/or catastrophic time for sixty calendar days after childbirth, if there are complications resulting from the birth. After sick time is exhausted, catastrophic time may be used.

Article X
Line Of Duty Injury

Section 1. When an Employee is injured in the line of duty, the Employer agrees to bear the cost of all necessary medical, dental, surgical, therapeutic, and pharmaceutical bills.

Section 2. An Employee hospitalized with line of duty injuries will be provided with a semi-private accommodation at the minimum.

Section 3. An Employee injured in the line of duty reserves the right to be treated by a physician and or surgeon of the Employee's own choice, whose fees will be paid by the employer, provided authorization is first obtained from the Employer, which authorization shall not be unreasonably withheld.

Article XI
Wages and Pensions

Section 1. The base annual salary of the Employees covered by this agreement shall be:

	06/30/11 *	2013 12/31/12 *	2014 12/31/13 *	2015 12/31/14 *
Academy	$34,635.81	$35,674.88	$36,745.13	$37,847.48
Graduation	$39,358.36	$40,539.11	$41,755.28	$43,007.94
Step 1:	$45,444.63	$46,807.97	$48,212.21	$49,658.57
Step 2:	$53,095.47	$54,688.33	$56,328.98	$58,018.85
Step 3:	$56,676.78	$58,377.08	$60,128.40	$61,932.25
Step 4:	$62,463.32	$64,337.22	$66,267.34	$68,255.36
Step 5:	$68,314.75	$70,364.19	$72,475.12	$74,649.37
Step 6:	$74,398.96	$76,630.93	$78,929.86	$81,297.75
Step 7:	$79,648.87	$82,038.34	$84,499.49	$87,034.47

***Payable as of 11:59 p.m.**

There shall be no retroactive pay for the 06/30/2011 increase. The waiver of retroactive pay shall not apply to those officers who have retired on or after July 1, 2011 and who will retire by December 31, 2012. Those officers will receive full retroactive pay.

Section 2. Salary will be paid in regular biweekly installments on the Wednesday of every other week. If a holiday falls on a pay Wednesday, then the pay will be distributed on the Tuesday of said week.

Section 3. The Employer agrees to provide all Employees with the pension as provided by State Law.

Section 4. The Employer agrees to continue for the direct deposit of salary paychecks for all Employees covered under this Agreement, in the same manner in which it is done at the present time.

Article XII
Longevity

Section 1. The Employer agrees to pay longevity to all Employees covered by this Agreement in accordance with the following scale, said longevity to be paid biweekly with the Employee's salary. Said longevity shall be included as part of the Employee's base salary for pension purposes:

Section 2. Effective July 1, 1998 the following longevity scale shall become the scale for all Employees covered by this agreement:

(a) At the beginning of the Fifth (5) Year of Service and ending with the completion of the seventh (7) year of service: 4%

(b) At the beginning of the eight (8) year of service and ending with the completion of the eleventh (11) year of service: 6%

(c) At the beginning of the twelfth (12) year of service and ending with the completion of the fifteenth (15) year of service: 8%

(d) At the beginning of the sixteenth (16) year of service and ending with the completion of the nineteenth (19) year of service: 10%

(e) At the beginning of the twentieth (20) year of service and ending with the completion of the twenty-fourth (24) year of service: 12%

(f) At the beginning of the twenty-fifth of service and every year thereafter: 14%

Article XIII
Terminal Leave

Section 1. Employee's hired after January 1, 1984 shall receive on retirement at retirement rate of pay all accumulated sick days, vacation days and accrued days subject to the CAP of this Article. Payment for such accumulated time shall be due within forty-five (45) days of retirement in a lump sum or, at the election of the Employer, in periodic payments over twelve (12) months at the then prevailing rate of interest, interest to commence ninety (90) days after retirement.

Section 2. Employee's hired prior to January 1, 1972 shall receive upon retirement six (6) months pay at retirement rate of pay. Such payment shall be in a lump sum or periodic payments as set forth in Section 1. Such Employee's shall not receive payment for sick time accumulated after January 1, 1984.

Section 3. Employee's hired between January 1, 1972 and December 31, 1983 shall receive upon retirement three (3) months pay together with all sick days, vacation days and accrued days accumulated after January 1, 1984. Payment is to be retirement rate of pay and pursuant to Section 1 above.

Section 4. Book time accumulated prior to January 1, 1984 shall be vested and in addition to the terminal leave of this Article. Such book time shall be applied and calculated under the current practice of the parties. Effective January 1, 1984, the vested book time shall be published and distributed to the PBA and the Employees.

Section 5. All sick days, vacation days and accrued days accumulated after January 1, 1984 shall not be included in the vested book time under Section 4. Upon retirement, payment to Employees falling within Sections 1, 2, and 3 of this Article for the days so accumulated shall be limited up to the following maximum amounts or cap:

Police Officers	$17,000

On December 31st of each year, the Employer shall publish the annual and accrued leave for each Employee exclusive of the vested book time.

Article XIV
Clothing Allowance

Section 1. The current clothing allowance is $725.00 per annum. Effective January 1, 2013, the Employer agrees to increase the clothing allowance $850.00, annually. Said payment is to be made on or before July 1st of each year. The Employee may purchase uniforms from any supplier of said uniforms.

Section 2. The current clothing maintenance allowance is $175.00 per annum. Effective January 1, 2013, the Employer agrees to increase the clothing maintenance allowance to $250.00, annually. Said payment is to be made on or before April 1st of each year.

Section 3. Clothing allowance payment shall be pro-rated based upon time worked the first and last calendar year of employment.

Section 4. Plain-Clothes officers shall receive a stipend of $500.00 per year, payable upon assignment. Following two years of assignment in plain clothes, the stipend is permanent.

Article XV
Medical-Surgical and Major Medical/Dental

Section 1. The Employer agrees to provide the existing coverage available with New Jersey Blue Cross and Blue Shield, at its own expense, to the Employees covered by this Agreement and their dependents.

Section 2. The Employer further agrees to provide a Major Medical Plan with the Horizon Blue Cross/Blue Shield PPO, at its own expense, to the Employee's covered by this Agreement and their dependents.

Section 3. The Employer shall pay the premium for the currently existing Horizon Blue Cross and Blue Shield coverage for all Employees in retirement, including those who have retired prior to the effective date of this Agreement. This coverage shall include the retirees, their wives, husbands, widows, and unmarried dependent children under the age of twenty-three (23). It is understood that such payment shall not be made if the retirees or other family members so covered under this program have other similar hospital and medical-surgical insurance coverage which is provided at no cost to the retirees or other family members. If and when such persons covered under this program become eligible for Social Security benefits, including Medicare, and Medicare Part B, which gets paid by Social Security, the Employer shall only be responsible for reduced premiums to provide supplemental coverage.

Section 4. Horizon Blue Cross/Blue Shield (Blues Network) Direct Access Point of Service for any Employee hired after October 25, 2006 throughout their entire career. This *is not* to affect any Employee currently employed as of October 25, 2006.

Section 5. The Employer will continue to maintain the existing Horizon Blue Cross and Blue Shield dental plan coverage currently in effect for each Employee and their dependants, which will include two thousand dollars ($2000.00) of coverage per participant for Orthodontic work per year. Employees may opt to pay additional premiums to obtain a plan, which will pay greater benefits. This coverage will be carried into retirement at the Employer's expense for any and all members retiring on or after January 1, 2012.

Section 6. The Employer will continue to provide a prescription drug insurance plan providing prescription drugs to the Employees and their families with co-payments as follows provided that neither of these levels exceeds the level of co-pay currently in effect for either police superiors, fire fighters, or fire superior officers:

Generic drugs - $5.00

Brand-name drugs - $10.00

Exotic drugs - $15.00

Effective December 1, 2006, exotic drugs will be defined as drugs that have not yet been approved by the FDA and/or are considered experimental.

Also, effective December 1, 2006, mail ordering maintenance drugs are mandatory. Mandatory is defined as drugs taken over ninety (90) days. Starter prescriptions are defined as an initial drug purchase (locally) that will last thirty (30) days. The second prescription (mail order) will be sent to a mail order company during the initial prescription purchase period. The mail order form must be formatted in a way to make it easy to fill out.

Section 7. The Employer shall implement and maintain Vision Service, Plan C (non-deductible) for Employees and dependents. Enrollment in and coverage under the program shall become

effective upon the Employee's one-year anniversary date subsequent to date of hire. This coverage will be carried into retirement for any and all members retiring on or after January 1, 2012.

Section 8. Effective January 1, 1993, an optional stipend will be available to employees who have the right to waive dual coverage for any and/or all insurance coverage provided for by the Employer. If said waiver occurs, the optional stipend for employees who waive dual coverage for any and/ or all insurance coverage provided by the Town will be $5000.00 per annum. For employees who first elected to waive coverage on or after May 21, 2010, they shall receive an annual stipend of $5000 or 25% of the savings, whichever is less. The employee must be out of the original designation at least one (1) year from the time the waiver before re-entering the previous coverage and can only re-enter in the open enrollment period. If an employee attempts to re-enter and fails to give the Employer at least 90 day's notice or by a certain date prior to the open enrollment period of by a certain date prior to the open enrollment period and then wishes to re-enter, the employee will re-pay the pro-rated stipend, except for exigent circumstances.

Section 9. The Employer reserves the right to change insurance carrier(s), subject to PBA review. If the Employer exercises it's right to change insurance carriers, the succeeding health insurance plan, including major medical, dental, prescription, vision, or any other health plan shall be equivalent to or better than the plan currently in effect.

The parties will subject any disagreement under this section only to a special arbitration procedure. Should a dispute arise as to whether or not the change in insurance carriers and/or policies proposed will be (equivalent to or better than the plan currently in effect) the matter shall be submitted to binding arbitration in accordance with the arbitration procedures established under the grievance article of this Agreement (Article XXV). The decision of the arbitrator shall be in writing, shall be

submitted within thirty (30) calendar days of the close of the record and shall be final and binding on all parties pursuant to law.

Article XVI
Uniforms

Except for Employees performing the duties of garage mechanics or towing assignment, the regular uniforms will be worn in the prescribed manner at all times while on duty. The Employees, if special circumstances warrant, may be permitted to change into and out of uniforms at Headquarters. The wearing of police caps within the vehicles shall be optional with the Employee.

Article XVII
Emergency Leave and Compensatory Time

Section 1. Employees shall be granted emergency leave without loss of pay for the following reasons:

(a) Death in the immediate family - Four (4) days.

(b) Serious illness in the immediate family necessitating the Employee's presence - Three (3) days.

(c) The above leave may be extended at the request of the Employee by the Police Director or Deputy Director of Public Safety. If there is no Police Director or Deputy Director of Public Safety, then the Officer in Charge shall make the determination

Section 2. Employees shall be granted preferential compensatory time off for the following reasons without prejudice, providing the efficiency of the Department shall not be affected:

(a) Baptism, confirmation, graduation, first Holy Communion and marriage in the Employee's immediate family.

(b) When the Employee takes an active part in any of the above ceremonies, e.g., best man/maid of honor, sponsor, etc.

Section 3. For the purpose of this Article, the immediate family shall mean the following: Wife, child, stepchild, ward, mother, father, stepmother, stepfather, grandmother, grandfather, mother-in-law, father-in-law, guardian, brother, sister, brother-in-law, sister-in-law, grandchildren, aunts, uncles, nephews and nieces.

Section 4. The Employer agrees to allow time off for any Employee, without discrimination, who provides a substitute of equal rank and approval is obtained from the Director or Deputy Director of

Public Safety of the department or his designee, or Officer- in –Charge, which approval shall not be unreasonably withheld.

Article XVIII
Leave Of Absence, Military Leave

Section 1. A leave of absence without pay may be granted to any permanent Employee who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

Section 2. Employees entering the military or naval service, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges as provided in the Act.

Section 3. Employees called to active duty under the above provisions will be granted eight (8) working days leave with pay, prior to induction.

Section 4. When the military compensation of an Employee is less than their salary, the Employer may pay the difference to the Employee in monthly installments pursuant to authority by law and N. J. S. A. 38:23-3.

Article XIX
Reprimand, Suspension, Discharge, Resignation and Retirement

Section 1. Any Employee served with written notice of charges, by which the Employee could be reprimanded, suspended or discharged, shall have the right to be accompanied or represented by any authorized representative(s) of the PBA at said hearing, not limited to or excluding legal counsel.

Section 2. The Employer agrees to pay to any Employee who shall resign, retire (subject to Article XIII) or be discharged, all moneys due on the payday immediately following the termination of employment. Said pay shall include pro-rata vacation pay and cash in lieu of compensatory time due.

Section 3. Minor discipline, including reprimands shall be subject to the grievance and arbitration provision of this agreement

Article XX
Residence

The rules and regulations of the Police Department concerning residency shall apply.

Article XXI
Mutual Aid

The Employer shall insure that any Employee who is killed or injured in the line of duty while rendering aid to a neighboring community is fully covered by pension and insurance rights as if said injury or death had occurred out of an accident/incident arising out of performance of duty while in the Town West New York.

Article XXII
Sanitary Facilities

All duty stations and the facilities within shall be maintained in good order by the Employer.

Article XXIII
Rules and Regulations

Section 1. The PBA agrees that the Employer has the right to maintain and enforce a reasonable set of rules and regulations covering the actions of the Employee's and the operation of the Department subject to applicable laws.

Section 2. The Employer agrees that all new, or modifications of old, rules and regulations will be discussed with the authorized representative(s) of the PBA prior to their promulgation and such proposed rules and regulations shall not be in conflict with the provisions of this contract.

Section 3. The Employer agrees to give the PBA thirty (30) days notice in writing, prior to any change or introductions of new rules and/or regulations of the Police Department.

Section 4. The Employer agrees to make available to the PBA a copy of all orders issued by the Director of the Police Department and by the Commissioner of the Department of Public Safety applicable to the Police Department.

Section 5. Each Employee shall be entitled to an examination and inspection of his personnel file upon request.

Article XXIV
Maintenance Of Standards

Section 1. The Employer agrees that all terms and conditions of employment not covered by this Agreement shall remain in full force and effect at their highest standards.

Section 2. The Employer shall not enter into any agreement with any Employee or groups of Employees which in any way conflicts with the terms of this Agreement.

Article XXV
Grievance Procedure

Section 1. The purpose of the grievance procedure shall be to settle all grievances between Employees, between the Police Officers and the Employer, and between the PBA and the Employer, as quickly as possible so as to insure efficiency and promote police officer's morale.

A grievance is defined as any disagreement between the Employees, between the Employees and the Employer, or between the PBA and the Employer, involving the interpretation, application, or violation of policies, agreements, and the administrative decisions affecting them. Grievances shall be concerned with, but not limited to, employment, work conditions, light, heat, sanitary facilities, safety, type and location of work assignments, workload and attitude of supervisors.

All grievances shall be set forth in writing. In the first instance, the PBA shall attempt to settle informally all grievances within the chain of command.

Section 2. If the grievance is not settled informally, then the PBA shall have the right to submit such grievance to the Director or designee, in writing, with notice to the PBA of such designation. The grievance shall be decided within seven (7) calendar days after submission.

Section 3. If the grievance shall not be settled informally, or by the procedure set forth in Section 2 above, the aggrieved shall have the right to submit such grievance to the Director of the Department of Public Safety. The grievance shall be decided within seven (7) calendar days after submission.

Section 4. If the grievance shall not be settled informally, or by the Director of the Police Department, or by the Director of the Department of Public Safety, and if said grievance is not cognizable by Civil Service, then the PBA may file for binding arbitration through the Public Employment Relations Commission. The Arbitrator shall have full power to resolve the dispute

between the parties, and their decision shall be final and binding upon all parties. The cost of the Arbitrator shall be paid by the Employer and the PBA, equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render their decision within thirty (30) days of the close of hearing.

Section 5. The PBA President, or his authorized representative, may report an impending grievance to the Director of the Department of Public Safety or designee in an effort to forestall its occurrence.

Section 6. Any grievance must be presented within ten (10) days after aggrieved Employee knew or should have known of the event or events upon which the claim is based or else such grievance shall be deemed waived.

Section 7. Effective July 1, 1998 the PBA shall have the right to go to Arbitration on any and all cases of minor discipline as per the NJ Law Enforcement Protection Act.

Article XXVI
Saving Clause

Should any part of any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof and the parties agree that with respect to any clause so determined to be invalid, the parties will immediately renegotiate said invalid clause so as to bring same within legal limits.

Article XXVII
Applicable Laws

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State Law.

XXVIII
Management Rights

Section 1. The Police Department shall have control and direction of its operations. The Employees and the Employer shall be subject to the rules and regulations of the Police Department and the laws of the state of New Jersey and the rules and regulations of the New Jersey Civil Service Commission.

Section 2. The Police Department shall exclusively determine all matters concerning the location of police stations, plant structures, training, and all other matters necessary to the operation of the Police Department, except that such determination shall not be in conflict with this Agreement.

Section 3. All members of the Department shall be subject to emergency call to duty at the discretion of the Police Director, Deputy Director of the Public Safety, or his designee.

Article XXIX
Cooperation

The PBA and the Employer agree that they will cooperate in eliminating waste, improving training and efficiency, combating absenteeism and strengthening goodwill between the Employer and the Employees, the PBA and the public. The PBA agrees to support the Employer's effort to assure a normal day's work on the part of its Employees.

Article XXX
Non-Police Duties

The Employer and the PBA acknowledge that a Police Officer's primary responsibility is to perform police duties and that their energies should, to the fullest extent, be utilized to this end.

Article XXXI
Off-Duty Police Action

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

(a) Any action taken by a Police Officer on their time off which would have been taken by an officer on active duty if present or available, shall be considered police action, and the Employee shall have all the rights and benefits concerning such action as the Employee were then on active duty.

(b) Recognizing that the Employer and its residents benefit from the additional protection afforded them by off-duty police officers, and further recognizing the weighty responsibility and hazards confronting such off-duty police officers, the Employer agrees to pay such Employees, in addition to other benefits provided under this Agreement, an additional sum to be added to the regular and periodic payments which Employees receive in the following amount: One ($1.00) dollar per year for off duty time.

Article XXXII
Rights of Employees

Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

The security of the community depends to a great extent on the manner in which the police officers perform their duty, and their employment is thus in the nature of the public trust.

The wide-ranging powers and duties given to the Department and its members involve them in all manner contacts and relationships with the public.

Out of these contacts may come questions concerning the actions of the members of the force.

These questions may require investigation by superior officers designated by the Director of the Police Department and the governing body.

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

(a) An Officer who is the subject to an interview shall have the right to have a PBA representative and/or counsel present regardless of whether the officer is a witness or target of the investigation. An Officer shall have the right to delay the interview for a period not to exceed 48 hours from notice to obtain representation.

(b) If an Officer is to be interviewed via written questionnaire, he shall have the right to review the questionnaire with a PBA representative and/or counsel. he shall also be given a minimum of 48 hours from receipt to complete the questionnaire and to maintain a copy of the questionnaire and his answers.

(c) An Officer who is the subject of a Departmental Investigation of a non-criminal nature shall be informed of the allegation(s) against him/her, in writing, within ten (10) days of receipt of the complaint.

(d) Department investigation shall commence within 5 days of when the department becomes aware of the allegations.

(e) All Department investigations shall be concluded within 30-days of their inception except where the circumstances dictate the need for additional time to properly conclude the investigation. In cases that exceed the 30-day time frame, the officer under investigation will be informed in writing of the extension and the reason therefore.

(f) The complete interrogation of the member of the force shall be recorded mechanically or by a stenographer, if so requested by the member. There will be no "off the record" questions unless agreed to by the parties. All recesses called during the questioning shall be recorded. All Officers who are investigated shall be notified of the result in writing within 10 days of its completion.

(g) When an officer is involved in a critical incident, such as a shooting, motor vehicle accident, or physical altercation, he shall be immediately removed from the area or as soon thereafter as possible, if he requests medical attention or evaluation. Said officer shall not be required to respond to any questions or supply any statement or written report until he is released by the evaluating physician or other medical professional. Such delay shall not exceed 2 business days unless the officer is physically and/or mentally incapacitated.

(h) The Department shall not release the Employee's home phone number to anyone without an expressed and written authorization executed by the Employee.

(i) Unfounded and not sustained complaints against a bargaining unit member, shall not be included in his personnel file, and shall not be used in any subsequent disciplinary proceedings or in making a promotion decision.

(j) Interrogations shall be performed by sworn law enforcement personnel.

(k) Violations of the foregoing shall render any report and/or statement made by the officer being investigated in admissible in any proceeding or action brought against the officer.

Article XXXIII
Ceremonial Activities

In the event a police officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) uniformed police officers of the Department to participate in the funeral services for the said deceased police officer.

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

Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Director of the Police Department.

Article XXXIV
Data For Future Bargaining

The Employer and the PBA each agree to make available to the other all relevant data that each may require to bargain collectively.

The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Employee groups, the costs of various insurance and other programs, information concerning overtime worked by Employees, the total number of injuries on duty and other data of a similar nature.

Article XXXV
PBA Education Fund-College Credits

Section 1. The Employer shall provide for the PBA, on January 1st of each year, a fund of $2500.00 for use by the PBA for general education purposes, including, but not limited to, attendance and incidental expenses at seminars, schools and gatherings of police officers. Monies shall be paid from the fund upon the submission of vouchers and approval of the board of Commissioners as prescribed by law.

Section 2. Each Employee is entitled to receive credit for all college courses taken which lead to an Associate, Bachelor or Masters Degree in any field. The Employer agrees to pay thirty dollars ($30.00) per year for each such credit earned. Such payment shall be added to the Employees' annual salary and shall be paid in regular bi-weekly paychecks.

Article XXXVI
Licenses

Any Employee whose employment requires the holding of any license, Federal and/or State, may be disciplined for the following:

(a) Loss of said license;

(b) Failure to promptly advise the Director or designee of said loss of license.

Any loss of License that results in a discipline or suspension or greater will result in the loss of pay for the period of discipline.

Article XXXVII
Substance Abuse Policy

The parties hereby agree to attempt to establish language/provisions for a substance abuse policy within one hundred fifty (150) days from the signing of this Agreement. The parties also agree that failure to agree to such may result in the dispute being submitted to a special arbitration procedure akin to interest arbitration using the Public Employment Relations Commission as the funnel for the selection of an arbitrator. The arbitrator and the arbitration shall be governed by the procedure set forth for interest arbitration.

Drug abuse guidelines will follow the State Attorney General's January 2006 guidelines.

Article XXXVIII

Duration

This agreement shall be effective as of July 1, 2010 and shall expire December 31, 2014 or such time as a new contract is executed. Both parties agree to commence negotiations for the new contract no later than June 1, 2014.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 5th day of September, 2012.

The Town of West New York
A Municipal Corporation in
the County of Hudson,
State of New Jersey

Sign: [signature]

Print: CARIDAD RODRIGUEZ

ATTEST:

Sign: [signature] 9/5/12

Print: CARMELA RICCIE
TOWN CLERK

The West New York Policemen's
Benevolent Association,
Local 361, Inc.

Sign: [signature]

Print: THOMAS MANNION
PRESIDENT PBA

ATTEST:

Sign: [signature]

Print: JORGE L. RAMOS
VP/DELEGATE - WNY 361

Resolution
Re: Approving the contract with PBA Local 361 of the West New York Police Department
(Term: 7/1/10-12/31/14)

WHEREAS, the contract between the Town of West New York and PBA Local 361 of the West New York Police Department has expired effective June 30, 2010; and

WHEREAS, the Town of West New York has entered into negotiations with PBA Local 361 of the West New York Police Department for an employment contract; and

WHEREAS, an agreement has been reached between the parties regarding compensation and other benefits and policies; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Commissioners as follows:

1. The above recitals are incorporated as if fully set forth herein.

2. The Town Business Administrator is authorized to execute an agreement with PBA Local 361 of the West New York Police Department.

3. A copy of this resolution and the agreement detailing the terms of the reimbursement shall be placed on file and made available for public inspection in the Office of the Municipal Clerk, upon execution by the Town.

4. A notice of this contract award shall be published in the form prescribed by law.

Adopted: 9/4/12

West New York
Policemen's Benevolent Association Local 361
P.O. Box 88
West New York, NJ 07093
201-321-4548

Craig J. Miskovitz, President
Victor Martinez, Vice President
Edward J. Rivera, Treasurer
Marco Barrera, Recording Secretary
David Martinez, Financial Secretary
Michael Stetson, Sgt-at-Arms

Jorge L. Ramos, State Delegate
Marcos Garciga, 1st Alt. Delegate
Michael Stetson, 2nd Alt. Delegate
Marcos Garciga, Trustee
William Kelly, Trustee
Victor Montano, Trustee

FAX

TO: PAYROLL
FAX #: 201-453-1816
DATE: 6-3-11

FROM: PO MISKOVITZ
FAX #:
OF PAGES: 5

MESSAGE:

See attached.

FreeFaxCoverSheets.net

ARTICLE X

LINE OF DUTY INJURY

Section 1. When an Employee is injured in the line of duty, the Employer agrees to bear the cost of all necessary medical, dental, surgical, therapeutic and pharmaceutical bills.

Section 2. An Employee hospitalized with line of duty injuries will be provided with a semi-private accommodation at the minimum.

Section 3. An Employee injured in the line of duty reserves the right to be treated by a physician and/or surgeon of the Employee's own choice, whose fees will be paid by the Employer, provided authorization is first obtained from the Employer, which authorization shall not be unreasonably withheld.

ARTICLE XI

WAGES AND PENSIONS

Section 1. The base annual salary of the Employees covered by this Agreement shall be as follows:

Employees hired prior to 09/01/1998:

	06/30/06	06/30/07	06/30/08	06/30/09	06/30/10 *
Step 1:	$37,642	$39,148	$40,714	$42,343	$44,143
Step 2:	$43,980	$45,739	$47,569	$49,472	$51,575
Step 3:	$51,739	$53,809	$55,961	$58,199	$60,673
Step 4:	$56,585	$58,848	$61,202	$63,650	$66,355
Step 5:	$61,626	$64,091	$66,655	$69,321	$72,267
Step 6:	$65,975	$68,613	$71,358	$74,212	$77,366

* 11:59 p.m.

Employees hired after 09/01/1998:

	06/30/06	06/30/07	06/30/08	06/30/09	06/30/10 *
Academy	$28,689	$29,837	$31,031	$32,272	$33,627
Graduation	$32,601	$33,905	$35,261	$36,671	$38,212
Step 1:	$37,642	$39,148	$40,714	$42,343	$44,121
Step 2:	$43,980	$45,739	$47,569	$49,472	$51,549
Step 3:	$46,946	$48,824	$50,777	$52,808	$55,026
Step 4:	$51,739	$53,809	$55,961	$58,199	$60,644
Step 5:	$56,585	$58,849	$61,203	$63,651	$66,325

Step 6:	$61,626	$64,091	$66,655	$69,321	$72,232
Step 7:	$65,975	$68,613	$71,358	$74,212	$77,329

* 11:59 p.m.

No retroactive payments for overtime.

$500 one-time payment to all police officers (not in base) to be paid on/or about January 15, 2007.

Section 2. Salary will be paid in regular biweekly installments on the Wednesday of every other week. If a holiday falls on a pay Wednesday then the pay will be distributed on the Tuesday of said week.

Section 3. The Employer agrees to provide all Employees with the pension as provided by State Law.

Section 4. The Employer agrees to continue for the direct deposit of salary paychecks for all Employees covered under this Agreement, in the same manner in which it is done at the present time.

ARTICLE XII

LONGEVITY

Section 1. The Employer agrees to pay longevity to all employees covered by this Agreement in accordance with the following scale, said longevity to be paid bi-weekly with employee's salary. Said longevity shall be included as part of the employees' base salary for pension purposes:

Section 2. Effective July 1, 1998, all employees covered by this Agreement shall be governed by the following longevity schedule:

At the beginning of the 5th year of service
and ending with the completion of the 7th year of service; 4%

At the beginning of the 8th year of service
and ending with the completion of the 11th year of service; 6%

At the beginning of the 12th year of service
and ending with the completion of the 15th year of service; 8%

At the beginning of the 16th year of service
and ending with the completion of the 19th year of service; 10%

At the beginning of the 20th year of service
and ending with the completion of the 24th year of service; 12%

At the beginning of the 25th year of service
and every year thereafter 14%

PBA

Article XI
Wages and Pensions

Section 1. The base annual salary of the Employees covered by this agreement shall be:

	06/30/11 *	1/1/2013 12/31/12 *	1/1/2014 12/31/13 *	1/1/2015 12/31/14 *
Academy	$34,635.81	$35,674.88	$36,745.13	$37,847.48
Graduation	$39,358.36	$40,539.11	$41,755.28	$43,007.94
Step 1:	$45,444.63	$46,807.97	$48,212.21	$49,658.57
Step 2:	$53,095.47	$54,688.33	$56,328.98	$58,018.85
Step 3:	$56,676.78	$58,377.08	$60,128.40	$61,932.25
Step 4:	$62,463.32	$64,337.22	$66,267.34	$68,255.36
Step 5:	$68,314.75	$70,364.19	$72,475.12	$74,649.37
Step 6:	$74,398.96	$76,630.93	$78,929.86	$81,297.75
Step 7:	$79,648.87	$82,038.34	$84,499.49	$87,034.47

***Payable as of 11:59 p.m.**

There shall be no retroactive pay for the 06/30/2011 increase. The waiver of retroactive pay shall not apply to those officers who have retired on or after July 1, 2011 and who will retire by December 31, 2012. Those officers will receive full retroactive pay.

Section 2. Salary will be paid in regular biweekly installments on the Wednesday of every other week. If a holiday falls on a pay Wednesday, then the pay will be distributed on the Tuesday of said week.

Section 3. The Employer agrees to provide all Employees with the pension as provided by State Law.

MAYOR
GABRIEL RODRIGUEZ | PUBLIC SAFETY
COMMISSIONERS
COSMO A. CIRILLO | PUBLIC AFFAIRS
MARGARITA A. GUZMAN | REVENUE & FINANCE
VICTOR M. BARRERA | PARKS & PUBLIC PROPERTY
YOLEISY YANEZ | PUBLIC WORKS

OFFICE OF ADMINISTRATION
JONATHAN CASTAÑEDA | MUNICIPAL ADMINISTRATOR
JCASTANEDA@WESTNEWYORKNJ.ORG
O. 201.295.5119 | C. 202.360.1097

TOWN OF WEST NEW YORK
COUNTY OF HUDSON, NEW JERSEY

MUNICIPAL BUILDING
428-60th STREET
WEST NEW YORK, NEW JERSEY 07093
(201).295.5100

OFFICE LOCATIONS
PUBLIC LIBRARY 425-60th STREET (201).295.5135
SENIOR CENTER 515-54th STREET (201).295.5162/5144
FIRE PREVENTION 6015 TYLER PLACE (201).295.5220
PUBLIC WORKS 6300 BROADWAY (201).295.5230/5231
PARKING SERVICES 224-60th STREET (201).295.1575
WEST NEW YORK, NEW JERSEY 07093

December 23, 2020

via EMAIL
West New York Police Department
ATTN: Mr. Leonel Abreu, President, PBA Local 361
P.O. Box 88
West New York, NJ 07093-0088

RE: **Collective Bargaining Agreement – Memorandum of Agreement**

Dear Mr. Abreu,

Hope you are well. On behalf of the Town of West New York (the "Town"), please accept this correspondence pursuant to Article XXXVIII of the Collective Bargaining Agreement (the "CBA") between the Town and the West New York Policeman's Benevolent Association, Local 361 (the "PBA") as we continue seeking a fair Memorandum of Agreement (the "MoA") that yields equitable terms for our successor agreement.

As you know, the CBA expired on December 31, 2019. The Town has continued to pursue good faith negotiations on terms and conditions for a successor contract pursuant to the terms spelled out in the prior CBA. Prudence, indeed, will dictate that we review all items before us consciously and in good faith. However, while I empathize and understand your position and the position of the members that you represent, we have to remain cognizant about the short- and long-term fiscal impacts that any successor terms would yield. Times are indeed tough, and it is our mutual goal to ensure our operations continue seamlessly and that we can weather this uncertain period with the least impact on operations and the lives of our residents. As I have mentioned before, our work towards a mutual MoA that reflects reasonable and mutually beneficial economic and non-economic terms has been thorough. We maintain and reiterate that we understand and are committed to representing the delicate balance between ensuring fiscal responsibility on our behalf as representatives of the Town and its' residents - and the ever-important work your membership does to keep the residents safe.

After our call on December 18, 2020, and subsequent follow ups regarding the specific language, I am excited that we have finally reached a final agreement that reaches satisfactory economic terms for your membership and the Town. As discussed, the Town has facilitated the step guide to your attention. Attached and as further discussed, however, please find signed Memorandum of Agreement with the negotiated terms for your review - and if acceptable, signature. I look forward to receiving this document signed by tonight so I can begin preparing all of the necessary documents to present to the governing body. Be advised this document need not be ratified by your membership and the governing body for it to be signed, it merely stipulates that we have come to a general agreement and this is essential before I can begin moving forward on getting this on agenda.

I want to thank you for your service, attention, and professional courtesies during the course of this negotiation, and throughout our time as representatives of our town. Should you have any questions, please do not hesitate to contact me for further information at my phone or email listed above. I once again thank you for your attention and service to our community.

Yours,

Jonathan Castañeda
Municipal Administrator

cc: Gabriel Rodriguez, Mayor
Luis Baez, Deputy Municipal Administrator
Andrés Acebo, Labor Counsel

Town of West New York
Administration Office
428-60th Street, Room 1
West New York, NJ 07093

Police Benevolent Association
Local 361 - West New York, NJ

MEMORANDUM OF AGREEMENT

The Town of West New York (the "Town") and the West New York Police Benevolent Association Local 361. (the "PBA") agree to enter into a successor Collective Bargaining Agreement ("CBA") with an effective term of January 1, 2020 through December 31, 2024. All provisions contained within the CBA shall remain the same unless otherwise specified in this Memorandum of Agreement ("MOA"). The terms and conditions set forth herein address the PBA's demands in balance with the interests and welfare of the Town's taxpayers and residents. This MOA is subject to ratification by the PBA and the Mayor and Board of Commissioners of the Town.

The parties, through legal counsel, shall draft and review the successor agreement for typographical, grammatical, and structural issues and shall make such non-substantive changes, including correcting all dates in the successor agreement to coincide with the new term. The parties' CBA shall be redlined to incorporate this MOA upon the parties' respective ratification.

1. Term: Five (5) year agreement (January 1, 2020 through December 31, 2024).

2. Wages and Pension: Article XI shall be amended to adjust the base pay of the employees covered by the CBA by 14.30% (inclusive of 1.0%, 01/01/2020 increase built into prior CBA ending 12/31/2019) over the five (5) years as follows:

   - January 1, 2020 - 1.00% | July 1, 2020 - 1.75%
   - January 1, 2021 - 1.25% | July 1, 2021 - 1.35%
   - January 1, 2022 - 1.35% | July 1, 2022 - 1.35%
   - January 1, 2023 - 2.00% | July 1, 2023 - 1.75%
   - January 1, 2024 - 1.25% | July 1, 2024 - 1.25%

   Members shall be eligible for a 1.00% increase on December 31, 2024, which shall be reflected by no later than January 15, 2025.

   Retroactive pay shall be waived for the contract period prior to July 1, 2021, and no retroactive payments shall be tendered. The fixed dollar amount of $1,000 shall be added to the base salary effective January 1, 2021 before percentages calculated (but shall be excluded from longevity calculations).

   Effective January 1, 2021, a new salary guide shall be implemented for Employees hired on or after January 1, 2021. The new salary guide shall consist of an eight (8) step in addition to the Academy and Graduation Steps. Step 1 shall be reduced to $50,000.00 and the proceeding steps shall be equidistant from one another to a maximum Step 8 with a base salary of $97,140.20.

3. Workday, Work Week, Staffing and Patrol Vehicles and Overtime: Effective January 1, 2020, the Town may implement a four (4) on and four (4) off patrol schedule comprised of a 9.5-hour shift subject to PBA shift bidding based on seniority and past practice. The first ten (10) hours of a shift shall be paid at straight time. Any inconsistent provision or section of the contract shall be deleted as null and void. Patrol officers shall be entitled to overtime compensation after the ten (10) hour daily shift.

   Article VI and XVII shall be amended to provide that all overtime earned after January 1, 2020 under these Articles shall be given in compensatory time or cash payment at the employee's option on a one and one-half (1 ½) for one (1) basis. Compensatory time shall be capped at 480 hours in accordance with federal law. If an employee chooses said overtime compensation in cash, the employee will receive said overtime pay no later than the second (2nd) pay period from which it was earned.

The hourly rate of pay for all purposes shall be based on the employee's annual base salary.

Upon the prior written approval of the Police Director or his/her designee and subject to the needs of the Police Department, the employee's preference as to when such compensatory time may be taken will be observed wherever possible.

Midnight Shift Differential – a non-pensionable stipend of $400.00 every six (6) months to be paid January 1 and July 1 after completion (prorated amount if transferred (in or out) within a six-month period).

Should any of the terms of this provision be found to be prohibited by the Federal Labor Standards Act, the New Jersey Wage and Hour Law, and/or any other applicable laws or regulations, the mandates of that law or regulations hall prevail.

4. Vacation and Vacation Pay: Article VIII, Section 4 shall be amended to provide that vacation carryover shall be limited in accordance with Civil Service Commission rules and regulations.

5. Sick, Catastrophic & Maternity Leave: Article IX shall be amended as follows:

   Annual Medical Examination – Authorized Wellness Day as a Sick Day. The Wellness Day shall not be charged against sick leave incentive pay. Employee must provide proof of attendance at authorized wellness center for evaluation.

   Effective January 1, 2021, medical benefits post-retirement shall be capped at active employee coverage levels (e.g., single family coverage). Should circumstances change (e.g., post-retirement (new child, new marriage) coverage can be provided at full rate for any new additional dependents. Exception for widowed members or members who have never had anything but single coverage to the extent allowed by State and Federal law.

   Section 3(b) shall be amended to reduce the catastrophic sick leave bank from twenty-one (21) calendar months to twelve (12) months.

6. Agency Shop Fees: The requirement regarding the Agency Shop Fee shall be applied consistent with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31.

7. Longevity: Effective January 1, 2021, Article XII shall be amended to convert longevity payments to a fixed dollar amount for all employees. The amounts will be fixed as follows:

YEARS OF SERVICE	Longevity Amount
Years 1-4	--
Years 5-7	$3,400.00
Years 8-11	$5,900.00
Years 12-15	$7,800.00
Years 16-19	$9,700.00
Years 20-24	$11,900.00
25+ Years	$13,800.00

8. Terminal Leave: Article XIII shall be amended to provide that once an employee commences terminal leave, he/she may not return to active duty and must proceed with retirement from the Department. Employees on terminal leave shall not continue to accrue contractual benefit service time (i.e., sick and vacation time).

   Article XIII shall be amended to provide that the Town may, at its sole discretion, to facilitate the immediate retirement and separation of employment of employees on terminal leave the payment of earned, accumulated, and unused time to ensure the filing of all necessary position to meet all operational needs.

   Article XIII shall be further amended to provide that supplemental compensation for accrued sick leave shall be capped for anyone hired on or after June 8, 2007 or May 21, 2010 as applicable, respectively pursuant to N.J.S.A. 11A:6-19.1 and -19.2. Members hired on or prior to June 8, 2007 or May 21, 2010 as applicable shall be capped in the manner currently provided by current contract pursuant to New Jersey law.

9. Clothing Allowance: Article XIV shall be renamed "Clothing Allowance for Detectives" and Sections 1, 2, and 3 shall be deleted entirely. Section 4 shall highlight that the stipend is for detectives and plainclothes officers only.

10. Medical-Surgical and Major Medical/Dental: Article XV shall be amended to provided that all active employees shall contribute Tier 4 P.L. 2011, C. 78 employee premium contributions towards their health care insurance. Subject to complete enrollment of the Town's aligned and non-aligned personnel, the Town shall transition to the State Health Benefits Program as the health insurance provider.

    Retiree and member health benefit contributions shall be governed by the terms and rates set by New Jersey Statutes including N.J.S.A. 40A:10-21.1 and N.J.S.A. 52:14-17.28, et seq., (P.L. 2011, Chapter 78) as may be amended or modified by any applicable judicial ruling or legislation. The contribution rate toward healthcare will be governed pursuant to Chapter 48, which notes that retirees will pay a percentage of the premium based on their annual pension allowance. Effective January 1, 2021, employees that retire from the Town of West New York will be required to contribute 1.5% of their pensionable allowance towards retiree health benefits. Rate shall be revisited at discussion for successor agreement.

    Retirees must meet the requirements of N.J.S.A. 40A:10-23, in addition to all PFRS requirements, to be eligible to receive medical benefits in retirement. Retirees must have served at least 20 or more years of service with the Town of West New York at the time of retirement to be eligible for medical benefits in retirement.

    Article XV, Section 6 – remove "per year"; add "a one-time Orthodontic benefit;" before the phrase "...which will include two thousand five hundred ($2,500.00) of coverage per participant for Orthodontic work", also add "during the lifetime of the benefit participant" after that phrase. This shall take effect January 1, 2021.

    Anyone that retires after January 1, 2020 – your medical benefits post-retirement are capped at active employee coverage levels and coverage and limitations shall be governed subject to the State Health Benefit Plan allowances.

11. The CBA shall be amended to incorporate the pertinent provisions of the Workplace Democracy Enhancement Act.

12. If not stated herein, all applicable terms and conditions in the CBA shall remain the same and represents the complete understanding of the parties, except that all applicable federal or state laws that preempt any term in the CBA or this MOA shall supersede.

13. This Agreement is subject to ratification by the PBA's members and by the Mayor and Board of Commissioners and shall be effective immediately upon final authorized execution.

The undersigned parties agree to the terms above and said agreement shall be immediately enforced and incorporated into the parties' successor CBA.

TOWN OF WEST NEW YORK	**POLICE BENEVOLENT ASSOCIATION. LOCAL 361**
_____	_____
_____	_____
_____	_____
Date: December 24, 2020	_____

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TOWN OF WEST NEW YORK	POLICE BENEVOLENT ASSOCIATION. LOCAL 361
Date: December 24, 2020	December 24, 2020