AGREEMENT

Between

TOWNSHIP OF WYCKOFF

and

THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 261

January 1, 2015 through December 31, 2018

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PREAMBLE

THIS AGREEMENT made this _____ day of January 2015, by and between the TOWNSHIP OF WYCKOFF, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Township," and THE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 261 (WYCKOFF UNIT), hereinafter referred to as the "PBA".

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

NOW, THEREFORE, it is agreed as follows:

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1.00 EMPLOYEE'S BASIC RIGHTS

1.01 There shall be no discrimination by the Township or the PBA against Employees on account of race, color, creed, sex or national origin.

1.02 There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the Employees covered under this Agreement because of their membership or non-membership in the PBA or because of any lawful activities by such Employees on behalf of the PBA, its members and agents shall not discriminate against, interfere with, restrain or coerce any Employees covered under this Agreement who are not members of the PBA.

2.00 RECOGNITION

2.01 The Township recognizes PBA Local No. 261 as the exclusive representative for the purposes of collective negotiation of all Patrolmen, Sergeants, Lieutenants and Captains, including Officers assigned to the Detective's Bureau, but excluding the Chief of Police and all other municipal Employees.

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3.00 EXISTING LAW

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

4.00 ASSOCIATION REPRESENTATIVES

4.01 The Employer recognizes the right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement.

4.02 The Association shall furnish the Employer, in writing, the names of the representatives and the alternates and notify the Employer of any changes.

4.03 The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

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

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

4.04 The designated Association representative shall be granted time with pay during working hours, at a time agreed upon by the Chief of Police and/or the Township Committee, to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with Employer officials when such meetings are scheduled by the Employer. Employees not on duty shall not receive additional compensation.

5.00 RIGHTS AND OBLIGATIONS

5.01 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.

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

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

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

5.05 These questions may require investigation by Superior Officers designated by the Chief of Police and the Governing Body.

5.06 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) The interrogation of a member of the Police Department shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed. If any time is lost, the member of the force shall be compensated. Compensation shall not be due a

Department member who has had the charges against him sustained at a Township Committee hearing or is found guilty of criminal charges.

(B) The interrogations shall take place at a location designated by the Chief of Police or in his absence by the next highest ranking officer. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

(C) When a complaint from a citizen has been received and there is likely to be a formal charge against the Officer which could lead to his: (1) reduction in rank, (2) dismissal from the Department, (3) imposition of a fine, (4) reprimand, (5) suspension from active duty without pay at a Township Committee hearing or (6) where he may be subject to criminal prosecution , he shall be informed of the nature of the investigation, the possible charge and the name of the complainant before any interrogation commences.

(D) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(E) The member of the Police Department, during interrogation, shall not be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an

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inducement to answering questions.

(F) Copies of any statement or information taken from a member of the Police Department who has been charged shall receive copies at the time of the service of the charge or charges. Statements or information taken from person or persons other than the individual charged shall be handled pursuant to New Jersey Court Rules in discovery.

(G) If a member of the force is under arrest or is likely to be; that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(H) The Employer shall afford an opportunity for a member of the Police Department, if he so requests, to consult with counsel and/or his PBA representative before being questioned where the subject of the questioning may lead to the Employee's: (1) reduction in rank, (2) dismissal from the Department, (3) imposition of a fine, (4) reprimand, (5) suspension from active duty without pay or (6) where he may be subject to criminal prosecution.

(I) Every member of the Police Department having information or believed to have information and so requested by the Chief of Police, shall submit, regardless of his relation to the report, a

written report detailing a complete, accurate, and timely account of his, or another Officer's activities while in the performance of his Police duties. Every Police Officer who is called upon to be a witness at any hearing or criminal prosecution or provide information in an investigation that may lead to such hearing or criminal prosecution against another Police Officer shall give timely, complete, and accurate information without color in favor of, or against his brother Officer.

Witness shall be advised of his status, and if, in the course of the questioning, it becomes apparent that the accusatorial stage has been reached against the witness, he shall be so advised, and all subsequent proceedings shall be followed for an individual likely to be charged.

(J) No member of the Police Department shall attempt to, or shall interfere with, coerce, influence, promise a reward to a complainant or witness to any investigation or hearing or criminal prosecution. No member of the Police Department shall make contact with a complainant or witness to such proceedings, except in the line of duty, and the Officer shall show the same considerations, attitude and appearance that would be required in the proper performance of his Police duties.

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6.00 DATA FOR FUTURE BARGAINING

6.01 The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively.

6.02 The relevant data noted above shall include, but not be limited to, such items as salaries and benefits enjoyed by other Employee groups, the cost of various insurance and other program information concerning overtime worked by Employees, the total number of sick leave days utilized 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.

6.03 The Township shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.

7.00 SALARIES

7.01 The base annual salaries of all Employees covered by this Agreement shall be as set forth in Appendices "A-1" and "A-2".

7.02 The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed effective as of January 1, 2015, and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

7.03 It is agreed that all salary increment payments and longevity increases which may be due shall be paid commencing with the first of each calendar year. There shall be no delay in the payment of these benefits during the term of this Agreement or on each January 1st thereafter.

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APPENDIX A-1
EMPLOYEES HIRED BEFORE 1/1/2010

	2015	2016	2017	2018
	1.25%	*1.25%*	*1.50%*	*1.50%*
Probation Year # 1	41,384	41,384	41,384	41,384
Probation Year # 2	46,919	46,919	46,919	46,919
Step 1	65,723	65,723	65,723	65,723
Step 2	74,583	74,583	74,583	74,583
Step 3	83,983	83,983	83,983	83,983
Step 4	93,115	93,115	93,115	93,115
Step 5	102,246	102,246	102,246	102,246
Step 6	111,376	111,376	111,376	111,376
Step 7	122,458	124,442	126,844	129,282
Sergeant	128,463	130,544	133,063	135,621
Lieutenant	134,465	136,643	139,280	141,957
Captain	140,465	142,741	145,496	148,293

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APPENDIX A-2

EMPLOYEES HIRED ON OR AFTER 1/1/2010

	2015	2016	2017	2018
	1.25%	*1.25%*	*1.50%*	*1.50%*
Probation Year # 1	41,000	41,000	41,000	41,000
Probation Year # 2	49,000	49,000	49,000	49,000
Step 1	58,856	58,856	58,856	58,856
Step 2	66,242	66,242	66,242	66,242
Step 3	73,628	73,628	73,628	73,628
Step 4	81,014	81,014	81,014	81,014
Step 5	88,400	88,400	88,400	88,400
Step 6	95,786	95,786	95,786	95,786
Step 7	103,172	103,172	103,172	103,172
Step 8	110,558	110,558	110,558	110,558
Step 9	122,458	124,442	126,844	129,282
Sergeant	128,463	130,544	133,063	135,621
Lieutenant	134,465	136,643	139,280	141,957
Captain	140,465	142,741	145,496	148,293

8.00 WORK DAY. WORK WEEK AND OVERTIME

8.01 Work in excess of the Employees basic work day or work week shall be overtime. Overtime shall be paid by the following rules: It shall be paid as overtime compensation (time and one-half (150%)).

8.02 Employees assigned to the patrol division shall continue to work the present pattern of days on and days off with a total work schedule of 2,024 hours on average per year. Employees may be required to work one additional day or may be under scheduled for one day as part of the Employee's normal pattern of days on and days off. If this occurs, the Employee will be entitled to one additional holiday or will be required to forfeit one holiday of his or her annual allotment. Employees will be notified whether they will have one additional or one forfeited holiday at the time that the annual patrol schedule is established. The work schedule shall conform to applicable Federal and State Laws.

8.03 During the normal work day tour, the Employer shall provide forty-five (45) minutes of meal time together with two (2) ten (10) minute rest periods. In the event an Employee is required to work more than his basic work day tour, an appropriate amount of meal time and/or rest periods shall be provided to him.

8.04 The PBA work year shall be two thousand twenty four (2,024) hours during the term of this contract. Employees assigned to schedules other than the normal patrol schedule shall be granted additional days off to equalize their work hours with the patrol schedule.

8.05 The Chief of Police shall be permitted to assign the four (4) most junior

members of the Police Department as Relief Officers. Relief Officers shall receive their scheduled work days at the start of the year similar to other Employees. Unlike other Employees, Relief Officers may not know the specific tour of duty to which they are assigned. On or before the 15th of each calendar month, the Chief of Police or the Scheduling Officer shall inform Relief Officers of their assigned tours of duty for the next succeeding calendar month. Upon reaching top step in the salary guide, Employees will no longer be eligible for Relief Officer status.

9.00 DETECTIVE BUREAU

9.01 The Officer in charge of the Bureau assigned by the Chief shall be paid the annual sum of Two Thousand Five Hundred ($2,500.00) Dollars. Said amount shall be paid as part of that Officer's regular pay and in addition to his base salary.

9.02 Officers, except the Officer in charge, regularly assigned to the Detective Bureau shall be compensated in the annual amount of Two Thousand ($2,000.00) Dollars.

9.03 All Employees regularly assigned to the Detective Bureau shall be compensated at the overtime rate (time and one-half (1 ½)) for all investigative work in excess of one hundred and seventy-one (171) hours in a twenty-eight (28) day work cycle.

Employees, except those Officers regularly assigned to the Detective Bureau, shall be compensated for all Detective Bureau overtime at the time and one-half (1½) rate pursuant to Article Eight (8.00) of this Agreement.

10.00 HOURLY RATE

10.01 To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary, together with the Employee's longevity increment, shall be divided by two thousand eighty (2,080) hours.

11.00 COURT TIME

11.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury Proceeding, or other Courts of Administrative Bodies, excluding Civil Court.

11.02 All such required Court time shall be considered as overtime and shall be compensated at time and one-half (1½).

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

11.04 The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required including waiting time in Court or Administrative Body, together with any applicable travel time, provided, however, that the Employee's entitlement to overtime under this Article shall not be less than two (2) hours of overtime pay excluding time on duty.

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12.00 TRAINING PAY

12.01 The Employer agrees to compensate all Employees covered by this Agreement at time and one-half (1 ½) rate for attending required training courses on their own time as assigned by the Chief of Police. Expenses incurred during such training shall be paid by the Employer upon presentation of an appropriate voucher.

13.00 RECALL

13.01 Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half (1½) the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.

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14.00 PRIORITY FOR OVERTIME

14.01 Overtime for regularly scheduled shifts and details will be offered to regular full-time Employees of the Department first in an order of preference based upon a rotating seniority roster within rank.

14.02 Said rotating list shall be provided to the Department by the Employee organization and shall be kept current. There shall be one overtime rotational list for the Employees in the rank of Patrolman and a second list which shall rotate for Superior Officers who are not in the Detective Bureau. Superior's vacancy shall be filled with Superiors wherever possible and Patrolmen vacancies shall be filled with Patrolmen.

However, the replacement of a Superior Officer shall be at the sole option of the Township.

The Department shall offer overtime to those on the list in order, but the Department shall have the right to assign overtime to any Employee if it cannot locate an Employee who will work overtime in the telephone calls. This shall apply to professional Police details such as regular shifts, Court, investigation, prisoner transportation, and for fifty (50%) percent of major traffic events such as Memorial Day, Firemen's Fireworks, Halloween, Retreat Fair Day, and Christmas traffic. This in no way limits the use of Special Police for other traffic details or other details for non-profit, church and civic organizations. Special Police may also be used for the extension of vacation weeks for any assignment required, and for the

granting of special leaves for the benefit of the individual.

14.03 All personnel shall report when called, as expeditiously as possible, in an emergency situation.

14.04 There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interests of the Employer to bypass an Employee or Employees on the seniority list.

14.05 While this Agreement contemplates the possibilities noted in Section 14.04, it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purposes of the overtime roster.

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15.00 SHIFT CHANGES

15.01 The Employer agrees that it will not unreasonably adjust shifts so as to avoid overtime payment to Employees covered by this Agreement, and shift changes shall not occur without giving affected Employees forty-eight (48) hours notice.

15.02 Each Employee shall be entitled to two (2) compensatory days per year for the purpose of compensation for shift work. These days may not be used on a priority shift and shall be subject to the manpower needs of the Department.

16.00 LONGEVITY

16.01 In addition to other pay and benefits, each Employee shall receive a longevity benefit consistent with the following schedules.

Employees hired before 1/1/98 shall refer to Appendix B-1 on page 25. Employees hired on or after 1/1/98 and before 1/1/2015 shall refer to Appendix B-2 on page 26. Employees hired on or after 1/1/2015 shall refer to Appendix B-3 on page 27. The present practice of calculating effective dates for entitlement of longevity benefits shall continue.

16.02 The said payments for longevity shall be paid on a bi-monthly basis to the Employees entitled to same.

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APPENDIX B-1

LONGEVITY SCALE

EMPLOYEES HIRED BEFORE 1/1/98

YEAR OF SERVICE	PERCENTAGE INCREASE
During year one	0%
During year two	0%
During year three	0%
During year four	0%
During year five	0%
During year six	2%
During year seven	2%
During year eight	2%
During year nine	2%
During year ten	2%
During year eleven	4%
During year twelve	4%
During year thirteen	4%
During year fourteen	4%
During year fifteen	6%
During year sixteen	6%
During year seventeen	6%
During year eighteen	6%
During year nineteen	8%
During year twenty	8%
During year twenty-one	8%
During year twenty-two	8%
During year twenty-three	10%
During year twenty-four	10%
During year twenty-five	10%
Every year thereafter	10%

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APPENDIX B-2

LONGEVITY SCALE

EMPLOYEES HIRED BETWEEN 1/1/98 AND 12/31/2014

YEAR OF SERVICE	PERCENTAGE INCREASE
During year one	0%
During year two	0%
During year three	0%
During year four	0%
During year five	0%
During year six	1%
During year seven	2%
During year eight	2%
During year nine	2%
During year ten	2%
During year eleven	3%
During year twelve	4%
During year thirteen	4%
During year fourteen	4%
During year fifteen	5%
During year sixteen	6%
During year seventeen	6%
During year eighteen	6%
During year nineteen	7%
During year twenty	8%
During year twenty-one	8%
During year twenty-two	8%
During year twenty-three	8%
During year twenty-four	8%
During year twenty-five	8%
Every year thereafter	8%

APPENDIX B-3

LONGEVITY SCALE

EMPLOYEES HIRED ON OR AFTER 1/1/2015

YEAR OF SERVICE	PERCENTAGE INCREASE
During year one	0%
During year two	0%
During year three	0%
During year four	0%
During year five	0%
During year six	0%
During year seven	0%
During year eight	0%
During year nine	0%
During year ten	1%
During year eleven	1%
During year twelve	1%
During year thirteen	1%
During year fourteen	1%
During year fifteen	1%
During year sixteen	1%
During year seventeen	1%
During year eighteen	1%
During year nineteen	1%
During year twenty	2%
During year twenty-one	2%
During year twenty-two	2%
During year twenty-three	2%
During year twenty-four	2%
During year twenty-five	2%
Every year thereafter	2%

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17.00 UNIFORMS

17.01 The Employer will pay each Employee the sum of Eight Hundred Seventy-Five ($875.00) Dollars annually as a clothing allowance which shall be payable not later than the first pay period in May of each year, providing that the budget has been approved by the Division of Local Government Services in Trenton.

17.02 This payment shall be made to plainclothes as well as uniformed Employees. Said monies shall be used for purchase, maintenance and repairs with any vouchers due by December 1st of each year.

17.03 If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free-of-charge, any such changed items.

17.04 Utilization of Section 17.03 shall not diminish the clothing allowance set forth in this Agreement.

17.05 An Employee's uniform which is required by him in his capacity as a Police Officer, which may be damaged as a result of a single episode during the course of his employment, shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee. This Article shall cover eyeglasses, up to a maximum of Seventy-Five ($75.00) Dollars and wristwatch expense, limited to Fifty ($50.00) Dollars, as determined by the Chief of Police and Police Commissioner.

17.06 This Article shall not be applied during a Police Officer's initial calendar year of appointment. In the initial calendar year of employment, Employees who will be attending a police academy will receive a $600 stipend for

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academy uniform/equipment purchases. After academy graduation, Employees will receive a further $1,100 for uniform/equipment purchases. Employees who are hired with Police Training Commission certification will receive $1,100 for uniform/equipment purchases upon hiring.

17.07 Any such payments made under Section 17.05 shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement and shall be made to the Employee within thirty (30) days of the reporting of same.

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18.00 PBA REPRESENTATIVES

18.01 The Employer agrees to grant the necessary time off without loss of pay to one member of the PBA and his alternate selected by the members of the PBA as delegates to attend any State Convention of the New Jersey Policemen's Benevolent Association. Further, the Employer agrees to grant the necessary time off without loss of pay to the PBA representative duly designated as the State Delegate to attend the monthly State PBA meeting and the monthly Bergen County Conference Meeting.

19.00 VACATIONS

19.01 The vacation allowance shall be as follows:

(A)	During the First Year of Employment	5 Working Days Per Year.
(B)	During the Second (2nd) through the Seventh (7th) Years	10 Working Days Per Year.
(C)	During the Eighth (8th) through the Thirteenth (13th) Years	15 Working Days Per Year.
(D)	During the Fourteenth (14th) Year of Employment	16 Working Days Per Year.
(E)	During the Fifteenth (15th) Year of Employment	17 Working Days Per Year.
(F)	During the Sixteenth (16th) Year of Employment	18 Working Days Per Year.
(G)	During the Seventeenth (17th) Year of Employment	19 Working Days Per Year.
(H)	During the Eighteenth (18th) Year of Employment	20 Working Days Per Year.
(I)	During the Nineteenth (19th) Year of Employment	23 Working Days Per Year.
(J)	During the Twentieth (20th)	

Year of Employment	24 Working Days Per Year.
(K) During the Twenty-First (21st)	
Year and Each Year Thereafter	25 Working Days Per Year.

The word During as it is used herein, shall mean from the beginning of the work year in question, through the completion of the work year.

19.02 If an Employee is on vacation and becomes sufficiently ill so as to require hospitalization four (4) days or more, he may have such period of illness and post-hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

19.03 No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

19.04 Vacations shall be selected on a rotating seniority basis. Employees shall be permitted to select as many one week vacation blocks (Saturday through Friday) as the Employee has available subject to the limitation that no more than three Employees may select a particular vacation block. Any vacation time not scheduled in this manner shall be treated as individual holiday days and may be utilized on any tour where such days will not create overtime. Subject to the limitation that individual days not create overtime, an Employee may schedule consecutive individual days and/or schedule multiple consecutive days.

20.00 HOLIDAYS AND FAMILY HOLIDAYS

20.01 Employees shall continue to receive twelve (12) holidays annually for the term of this Agreement.

20.02 Employees shall continue to have the option of selecting individual holidays or accumulating them for use as additional weeks of vacation. The current seniority system for selection after assignment by the Chief of Police shall remain in effect.

20.03 Each Employee who works on Christmas Day shall receive, in addition to all other benefits provided in this contract, one (1) additional day off to be scheduled with the Police Department at a time which does not result in the payment of overtime. Said day shall be designated as a "Family Holiday".

20.04 Effective January 1, 1992 the Employer shall provide a second annual "Family Holiday" with respect to Employees who work on Thanksgiving Day. The same terms and conditions shall apply as are set forth in paragraph 20.03 above.

21.00 SICK LEAVE

21.01 Sick leave, including the banking of unused sick leave, is intended to provide protection to an Employee during his/her employment in the event of non-employment related illness or injury. Sick leave shall be granted to all Employees as necessary considering the type and extent of the sickness or non-work related injury of the Employee.

21.02 Effective January 1, 2010, paid sick leave shall be granted to all Employees as follows:

a) "Regular Sick Leave" in the amount of fifteen (15) working days per year of employment, calculated on an annual/calendar year basis. Employees will receive the full allotment of Regular Sick Leave on January 1st of each year. Employees in their first year of employment will receive a proportional allotment of annual sick leave based upon the Employee's hire date. Unused sick leave days may be accumulated from year-to-year, up to a maximum of two hundred fifty three (253) working days. Regular Sick Leave is to be used for absence due to non-employment related illness or injury and may not be converted into other types of leave or sold back to the Township.

b) "Catastrophic Illness/Injury Sick Leave" calculated as follows:

(i) Employees with less than two years of service with the Department shall not be entitled to utilize Catastrophic Illness/Injury Sick Leave.

(ii) Employees with two (2) or more years of service, but less than ten (10) years of service with the Department shall be entitled to up to one hundred and five (105) working days of leave per absence, inclusive of the forty-five (45) days of "regular sick leave" provided for in Article 21.02 (b)(i).

(iii) Employees with ten (10) or more years of service with the Department shall be entitled to up to one hundred forty seven (147) working days per absence, inclusive of the fifty (50) days of "regular sick leave" provided for in Article 21.02 (b)(ii).

(iv) For the purposes of this Article, years of service shall be calculated on a date of hire basis.

b) Employees may utilize Catastrophic Illness/Injury Sick Leave for absences due to non-work related illness or injury which cause the Employee to be unable to fulfill his/her work responsibilities/duties for a period of forty-five (45) or more consecutive working days.

(i) Employees with more than two and less than ten years service shall utilize Regular Sick Leave from the Employee's bank established by Article 21.02(a) during the first forty-five (45) days of a "Catastrophic Illness/Injury Sick Leave." If an Employee does not have forty-five (45) days of Regular Sick Leave at the time he/she sustains an illness or injury qualifying the Employee for Catastrophic Illness/Injury Sick Leave, the

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Employee may, after exhausting his or her Regular Sick Leave bank, utilize unpaid time or, at the sole option of the Chief of Police, may use other accrued days, i.e. vacation days or comp time, if any.

(ii) Employees with more than ten years service shall utilize Regular Sick Leave from the Employee's bank established by Article 21.02(a) during the first fifty (50) days of a "Catastrophic Illness/Injury Sick Leave." If an Employee does not have fifty (50) days of Regular Sick Leave at the time he/she sustains an illness or injury qualifying the Employee for Catastrophic Illness/Injury Sick Leave, the Employee may, after exhausting his or her Regular Sick Leave bank, utilize unpaid time or, at the sole option of the Chief of Police, may use other accrued days, i.e. vacation days or comp time, if any.

(iii) Upon reaching catastrophic illness/injury sick leave, the Employee will no longer have any Regular Sick Leave deducted from his or her bank and will receive paid leave of up to 105 or 147 working days in total (inclusive of the qualifying sick leave period set forth in b(i) or b(ii) above) as necessary considering the type and extent of the non-work related illness or injury of the Employee.

(iv) The amount of Catastrophic Illness/Injury Sick Leave" provided for in Article 21.02 (b)(i), (ii) and (iii) may be utilized by an Employee on a per illness/injury basis without regard to the Employee's prior utilization of Catastrophic Illness/Injury Sick Leave.

(v) The Catastrophic Illness/Injury Sick Leave provided for in Article 21.02 (b) (i), (ii) and (iii) may not be extended by use of such additional Regular Sick Leave bank time as may have been accumulated by an Employee pursuant to the provisions of Article 21.02 (a).

c) As to both Regular Sick Leave and Catastrophic Illness/Injury Sick Leave, the Officer in Charge of the Department may, at any time, personally verify the request for sick leave. If the Officer in charge of the Department at the time of the request is not satisfied with the validity of the request, he shall immediately notify the Chief of Police. The Chief of Police may require that the Employee requesting the sick leave submit to a medical examination to verify the request. A refusal of an Employee requesting sick leave to submit to such verification shall be a violation of the rules and regulations of the Department. In the case of a Catastrophic Illness/Injury Sick Leave, or upon request by the Chief of Police in cases of Regular Sick Leave exceeding two (2) days duration, the Employee shall provide a doctor's certificate, setting

forth the doctor's diagnosis, prognosis and certification as to the duration of the Employee's anticipated absence from work. The Chief of Police may also require that the Employee submit to a physical examination when the sick leave extends beyond two (2) days.

22.00 WORK-INCURRED INJURY

22.01 Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work.

22.02 The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Employer may reasonably require the said Employee to present such certificates from time to time.

22.03 In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability to the satisfaction of the Employer.

22.04 For the purpose of this Article a work-connected disability shall be one which directly results from and arises out of the performance of the Officer's duty.

22.05 In the event of disagreement concerning whether the injury is disabling or work-connected, the matter may be submitted to an arbitration panel of three (3) physicians - one (1) of the Employee's choice, one (1) of the Employer's choice and a third selected by the two (2) physicians appointed by the parties.

23.00 BEREAVEMENT LEAVE

23.01 All permanent full-time Employees covered by this Agreement shall be entitled to leave with pay upon the death of a family member or individual identified in the subsections below. Employees entitled to leave pursuant to this Article shall not be permitted to bank such leave for use at a future date.

23.02 Upon the death of the following persons, the employee shall be entitled to three (3) days leave with pay: the Employee's spouse, children, or parents of the Employee or his or her spouse, brother, sister and fiancee.

23.03 Upon the death of the following persons, the employee shall be entitled to up to three (3) days leave with pay to attend said funeral: the Employee's grandparent, grandchild, brother-in-law or sister-in-law. The funeral shall consist of the day(s) of the viewing or Shiva and the day of the burial or related service.

23.04 Such funeral leave shall not be charged against the Employee's vacation or holiday time.

23.05 Any extension of absence under this Article, however, may be at the Employee's option and with the consent of the Chief of Police or his designees, be charged against available vacation or holiday time, or be taken without pay for a reasonable period.

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

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24.00 LEAVE OF ABSENCE

24.01 All requests for leaves of absence must be in writing addressed to the Chief of Police, and shall set forth the purpose for which the leave is requested. The Chief of Police shall submit such request for a leave of absence with his recommendations to the Governing Body for their consideration.

24.02 A leave of absence may be granted subject to the following conditions:

(A) That the efficiency of the Department will not be affected.

(B) That the request is reasonable and not of a capricious nature.

(C) That, for a member of the Department with less than five (5) years of service, the leave of absence shall not exceed six (6) months.

(D) That no leave of absence shall exceed twelve (12) months.

(E) That before a member of the Department shall return to duty from a leave of absence, he shall submit to any physical or psychological examination that may be required by the Chief of Police and/or the Township Committee.

(F) That a member of the Department shall not be granted more than one leave of absence in any five (5) year period.

(G) That a member of the Department granted a leave of absence will not lose his seniority for the service time completed prior to his leave of absence, nor his rank, but the period of his leave of

absence will not be considered as part of his service time for privileges or benefits based on service time.

25.00 MEDICAL COVERAGE AND MISCELLANEOUS BENEFITS

25.01 The Employer will provide and pay for the State Health Benefits Plan, New Jersey Direct 10 Medical Insurance and all other coverage options made available pursuant to the State Health Benefits Plan or any successors thereto for Employees covered by this Agreement and their families.

25.02 Except as set forth in Section 25.06 herein, all increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

25.03 Upon retirement from the Police Department after twenty-five (25) years or more full-time service, the "Township" shall assume the entire cost (less any contribution mandated by applicable state law) of the State Health Benefits Plan or any successors thereto for said retired Employee and dependents until the death of said Employee, at which time payment shall cease, provided, however, when such Employee qualifies for Social Security benefits because of age, then the "Township" shall provide only the cost of the State Health Benefits Plan or any successors thereto available in addition to Medicare. The same medical coverage into retirement shall be available to an Employee who retires with less than twenty-five (25) years of service when said Employee receives a job-related disability pension from the pension system. (Said pension is commonly referred to as a two-third (2/3) disability pension.). If the Officer on disability benefits, as described above, obtains another job which pays equal to or more than the then current base pay of a Wyckoff top-step Patrolman, then that former Officer's entitlement to medical coverage continuation

as paid by the Township of Wyckoff shall cease.

25.04 Commencing January 1, 2002, the Employer shall pay to the PBA the annual sum of Nine Hundred ($900.00) Dollars per Employee covered by this Agreement for the purpose of funding PBA administered miscellaneous benefits. The PBA shall have the sole authority to determine the nature and level of benefits available under this Paragraph for bargaining unit members. The amount shall be calculated on the number of Employees covered by the Agreement on the first calendar day of each year. The Employer shall pay the calculated entitlement directly to the PBA not later than the first day of March for each respective year. Where new Employees enter the bargaining unit during the course of the calendar year, the Employer shall pay the PBA a prorated amount calculated to the date the new Employee entered the bargaining unit, which payment shall be made within two (2) months thereafter.

25.05 The Town shall have the right to change insurance carriers so long as there is no reduction in any insurance coverage or benefit. If the Town elects to make a change, then it shall advise the Employee organization not less than sixty (60) days prior to the implementation of said change and supply sufficient information to the PBA so that an evaluation and analysis can be made.

25.06 Commencing January 1, 2015, Employees shall commence contributions towards the cost of provision of health care benefits as mandated by law. The Employer shall create and provide a qualifying Internal Revenue Code Section 125 plan for Employees to contribute the amount on a pre-tax basis.

26.00 INSURANCE

26.01 The Employer will continue to provide existing insurance coverage, if available, to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including, but not limited to, the following: false arrest, malicious prosecutions, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights. In the event existing coverage is unavailable, the President of the PBA or his delegate shall be so advised in writing.

27.00 BULLETIN BOARD

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

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

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28.00 CEREMONIAL ACTIVITIES

28.01 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) off-duty uniformed Police Officers of the Department to participate in funeral services for the said deceased Officer.

28.02 Officers working at the time shall be allowed to attend only with the approval of the Chief of Police.

28.03 Subject to availability of same, and with the approval of the Chief of Police, the Employer will permit a Department Police vehicle to be utilized by the members in the said funeral service.

28.04 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 services unless otherwise agreed to by the Chief of Police.

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29.00 PERSONNEL FILES

29.01 A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records for use only in official personnel action, and shall be maintained in the office of the Chief of Police.

29.02 Any member of the Police Department may, by appointment, review his personnel file, but this appointment for review must be made through the Chief of Police or his designated representative. During this review, the Police Officer shall be entitled to a copy of any item contained in his personnel file.

29.03 Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him to read, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

29.04 All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

29.05 Whenever an Employee covered by this Agreement is subject to psychological testing, said Employee shall be entitled to a complete copy of the test results and resulting reports.

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30.00 MILITARY LEAVE

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

31.00 MANAGEMENT RIGHTS

31.01 The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

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

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

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

31.02 The exercises of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

31.03 Nothing contained herein shall be construed to deny or restrict the

Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other National, State, County or Local laws or ordinances.

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32.00 GRIEVANCE PROCEDURE

32.01 To provide for the expeditious and mutually satisfactory settlement of grievances arising during the term of this Agreement the following procedures shall be used.

32.02 For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application or violation of policies, agreements, administrative decisions affecting Employees covered by this Agreement or any provision of this Agreement. Disciplinary proceedings in which the resulting penalty is less than a six (6) day fine or suspension shall be grievable under this Grievance Procedure.

32.03 The procedure for settlement of grievance shall be as follows:

(A) STEP ONE

In the event that any Employee covered by this Agreement has a grievance, within ten (10) calendar days of the occurrence of the event being grieved, the Employee shall present the grievance in writing to the Chief of Police, or, in his absence, the Acting Chief, who shall decide the grievance within ten (10) calendar days after the grievance first being presented to him.

(B) STEP TWO

If no satisfactory resolution of the grievance is reached at STEP ONE, then within ten (10) calendar days the grievance shall be presented to the Township

Committee. The Township Administrator or the Police Commissioner shall be the proper party for the receipt of the grievance on behalf of the Township Committee. The Township Committee shall have thirty (30) calendar days within which to decide the grievance.

(C) STEP THREE

(1) If the grievance remains unresolved, the grievance shall be referred to the Public Employment Relations Commission. The Arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Employer's Governing Body or its representative on the grievance.

(3) A failure to respond at any level in the grievance procedure shall be deemed a denial of the grievance at that level. A failure to proceed to the next step in the Grievance Procedure shall be deemed an acceptance of the resolution of the grievance at the former step.

(4) Employees covered by this Agreement shall have the right to process their own grievances without representative.

33.00 SAVINGS CLAUSE

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

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

34.00 EXCUSED ABSENCES

34.01 Excused absences are defined as any authorized absences from scheduled hours of work for which no deductions are made from the Employee's compensation, and which are not attributable to other absences, programs set forth in this Agreement.

34.02 Excused absences under this Article shall be identified as such and granted under the following circumstances:

(A) One day accrued vacation or allotted vacation time or holiday shall be granted when the Employee's wife gives birth. In the event the Employee has used up his accrued vacation and holiday time, he may draw the one day against his holiday time for the coming year.

(B) Illness of spouse when preschool or disabled child needs care, or illness of minor (pre-high school) child when Employee is the only adult in the household responsible for the minor child's care (limited to a total of two (2) days off per calendar year), in which case the Employee may draw from his accrued vacation or holiday schedule. In the event the Employee has used up his accrued vacation and holiday time, he may draw the two (2) days against his holiday time for the coming year.

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35.00 MILEAGE ALLOWANCE

35.01 Whenever an Employee shall be required to use his personal vehicle in any job-connected capacity, he shall be entitled to a monetary allowance, per mile traveled, as established by the Township Committee and as applied to other Township Employees. The mileage shall be calculated from Police Headquarters, provided that Department transportation had been requested in advance.

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36.00 SAFETY AND HEALTH

36.01 The Employer shall at all times maintain existing working conditions to insure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end.

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37.00 PRESERVATION OF RIGHTS

37.01 Nothing contained herein shall be construed to deny or restrict the Employee of his rights, responsibilities, and authority, under R.S. 11, 40 and 40A, or any other National, State, or applicable laws.

37.02 The Employer agrees that all benefits, terms and conditions of employment relating to the status of Employees, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

37.03 Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Employee pursuant to any rules, regulations, practice, statute, or otherwise, shall not be limited, restricted, impaired, removed, or abolished.

38.00 NO WAIVERS

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

39.00 SENIORITY

39.01 Traditional principles of seniority shall apply to Employees covered by this Agreement. Such principles shall apply to lay-off and recall. Seniority is defined to mean the accumulated length of service with the Wyckoff Police Department. Time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

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40.00 SCHEDULE SHIFT EXCHANGE

40.01 Requests for schedule shift exchanges shall be submitted in writing.

40.02 All requests shall be submitted to the Chief, and in his absence, to the Scheduling Officer. In the event the Chief and the Scheduling Officer are unavailable to the extent that it would negate the schedule shift exchange, the written request shall be submitted to the Officer in charge of the Department at the time, but not lower than the rank of Sergeant. This procedure shall be followed for the exchange of shifts between Patrolmen and for the exchange of shifts between Superior Officers. However, an exchange of shifts between Superior Officer and a Patrolman shall only be approved by the Chief of Police, and in his absence, the next highest ranking officer.

40.03 In an exigent situation, a request for a schedule shift exchange may be authorized by telephone by the proper authorizing Officer. The requesting Officer must be certain of, and responsible that, the exchange is agreeable with the second party to the exchange. The requesting Officer shall follow the telephone request with a written request without unnecessary delay to the Officer approving the request.

40.04 The Officer approving a schedule shift exchange shall be responsible for the accurate, timely, legible, and complete, exchange in our scheduling book. Notice of the exchange in writing shall be placed in the usual and customary method of notification of the personnel making the exchange.

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40.05 In the event the schedule shift exchange is processed by other than the Chief, the processing Officer shall sign the written request indicating the date and time of the approval and file the request with the Chief.

40.06 Under no circumstances shall overtime payments be made for schedule shift exchanges.

41 00 COLLEGE CREDITS

41.01 It is understood and agreed that every member of the "Association" shall be entitled to additional salary in recognition of their attendance at college and obtaining college credits while employed by the Wyckoff Police Department or complete a B.A. or B.S. in Police Science or Police Administration must be obtained from a college accredited by the Middle Atlantic Association of Colleges. The additional salary shall be computed as follows:

(A) At the rate of Ten ($10.00) Dollars per college credit for the first thirty (30) college credits obtained, with a maximum payment of Three Hundred ($300.00) Dollars per year.

(B) After attaining sixty (60) college credits or more, or an Associate, B.S., or B.A. degree, a maximum of Five Hundred ($500.00) Dollars per year.

41.02 For the purposes of this Agreement, any member of the "Association" who is entitled to any payment under this provision of the Agreement shall receive one-half (1/2) of the payment to which he is entitled in June and the second half in December.

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42.00 PERSONAL DAY

42.01 Each Employee covered by this Agreement shall be entitled to one (1) annual personal day. Said personal day shall be used only at the request of the Employee and then subject to prior Police Department approval.

42.02 A personal day request shall not be denied for the reason that it would create an overtime replacement situation. The only reason for denial is where the requesting Employee cannot find a volunteer to cover his/her personal day shift, notwithstanding the rate of pay for the replacement Officer.

42.03 No Police Officer shall be ordered to work to fill a shift because of another individual's personal day use.

43.00 VACATION AND HOLIDAY LEAVE TIME PRIOR TO RETIREMENT

43.01 The Employer and the PBA recognize that Employees may wish to utilize available vacation and holiday time prior to their date of retirement. The utilization of vacation and holiday time just prior to retirement in accordance with this Article shall be permitted notwithstanding that such use may violate other provisions of this agreement. The Employer and the PBA recognize the use of vacation and holiday time in accordance with this Article shall not establish the right to utilize the time in this manner in any other situations.

43.02 The vacation or holiday time must be scheduled on continuous numbers of work days backed up from the date of retirement. The number of work days for which the Employee wishes to take off in this manner is in the discretion of the Employee up to a maximum of all the available leave time available to the Employee subject only to the limitations set forth in 43.04.

43.03 Only vacation and holiday time accrued in the calendar year of which an Employee is retiring may be utilized in this manner. Compensatory time, regardless of when earned, may not be utilized under this article.

43.04 An Employee who retires on February 1 of the calendar year may utilize up to five (5) combined days of vacation and holiday leave in a manner consistent with this Article. An Employee who retires on March 1 may utilize an additional five (5) days for a total of ten (10) days in a manner consistent with this Article. An Employee who retires on April 1 may utilize an additional five (5) days for a total of fifteen (15) days in a manner consistent with this Article. An

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Employee who retires on or after May 1 may utilize all of his or her available vacation and holiday leave time from the calendar year as time off prior to retirement in accordance with this Article.

44.00 TRANSITIONAL DUTY

44.01 The Township of Wyckoff will endeavor to bring employees with temporary disabilities back on the job as soon as possible and may assign transitional duty to employees who temporarily cannot perform the essential duties of their position due to injury or illness.

44.02 As used in this Article, transitional duty is a working status under which the affected Employee cannot physically perform or fulfill the essential duties of his or her position or assignment, but is physically capable of performing some functions. Transitional duty shall consist of assignment that is not likely to cause the employee to aggravate the existing injury or medical condition. Employees on transitional duty shall not be permitted to work in any other capacity or assignment, including outside employment. Employees on transitional duty may carry a firearm on duty or off duty if carrying a weapon is consistent with the Employee's condition.

44.03 Employees must provide written documentation from a medical doctor indicating any medical restrictions within fourteen (14) calendar days of the first date of absence. This documentation shall state that he or she cannot perform the essential duties of his or her assignment and the anticipated duration of this restriction. The written documentation from the Employee's doctor must provide specific activities the individual can perform while the condition or illness giving rise to his or her limitation exists. The documentation must also disclose any specific activity or activities that the Employee is limited from performing or could

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result in potential harm or aggravation to the Employee's condition including specifically those activities listed in Section 44.09. Employees are required to report for transitional duty once he or she has been medically cleared by his or her doctor and the Chief of Police has notified the employee that transitional duty assignments are available within the police department.

44.04 The Employer may, at its own expense, have the Employee examined by a doctor of its selection to confirm the Employee's condition prior to the grant of transitional duty.

44.05 The Employee agrees that the Employer may request reasonable periodic updates from the Employee's personal physician or the workers' compensation physician as appropriate. Failure to produce appropriate medical updates concerning the Employee's condition and prognosis to return to full duty may result in termination of the Employee's transitional duty.

44.06 Transitional duty shall constitute working and shall not be counted against sick leave or work related injury leave time. Employees shall receive their normal compensation while on a transitional duty assignment.

44.07 Employees performing transitional duty shall be assigned to a 9 AM to 5 PM schedule on any Monday through Friday he or she otherwise would be working on his or her normal work schedule on the master schedule. Employees assigned to transitional duty shall not be required to wear a police uniform while working.

44.08 Employees performing transitional duty will be released from

scheduled duty to attend physical therapy, but shall be required to make up any missed hours during the same payroll period. The Chief and the Employee may agree to change the start and/or end time of the Employee's tour of duty to permit the employee to attend medical appointments or physical therapy.

44.09 Transitional duty assignments may be drawn from a range of technical and administrative areas that include, but are not limited to the following:

1. Administrative functions, i.e. report, review or special projects
2. Clerical functions, i.e. filing
3. Desk assignments, i.e. booking officer, bookkeeping
4. Report taking, i.e. telephone reports
5. Communications, i.e. complaint taking, dispatching
6. Detective Bureau, i.e. assisting bureau activities.

44.10 Transitional duty is not guaranteed and will be granted in the discretion of the Chief of Police to the extent that appropriate work is available and that the work does not present a hazard to the Employee or fellow employees. If the condition of the Employee worsens or work is no longer available, the Chief of Police may terminate a transitional duty assignment. The Township shall be under no obligation pursuant to this Article to expend funds to accommodate the temporary condition of an Employee to permit the Employee to perform a potential transitional duty assignment.

44.11 If a transitional duty assignment is terminated, the Employee shall return to either sick leave or work-incurred injury leave as appropriate. The grant

of transitional duty shall not impact an employee's right to catastrophic illness/injury leave. Any period of transitional duty shall not be deemed to interrupt a qualifying period of sick leave necessary to qualify for catastrophic leave nor shall a period of transitional duty require that employee requalify for catastrophic leave. Any period of transitional duty worked by an Employee shall extend his or her right to leave benefits pursuant to Articles 21 and 22.

44.12 The provisions of this Article shall not limit or otherwise diminish any rights granted by federal or state law.

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45.00 TERM AND RENEWAL

45.01 This Agreement shall have a term from January 1, 2015 through December 31, 2018. If the parties have not executed a successor agreement by December 31, 2018, then this Agreement shall continue in full force and effect until a successor agreement is executed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, or caused this Agreement to be signed by their duly authorized Officers or representatives on the day and year first above set forth.

ATTEST:

TOWNSHIP OF WYCKOFF

Kevin Rooney, Mayor

Joyce C. Santimauro, Township Clerk

ATTEST:

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 261,WYCKOFF POLICE DEPT.

Ryan Tenney – State Delegate

Kevin Pinches – President

Mark Tagliareni – Vice President

Michael DeMaio – Supervisor Representative

Kevin Kasak – Supervisor Representative