

3-0106

THIS DOES NOT  
CIRCULATE

AGREEMENT

1/1/78-12/31/78 02,01

This AGREEMENT entered into this 12<sup>th</sup> day of January 1978, by and between the MAYOR AND COUNCIL OF THE BOROUGH OF ALLENDALE, acting for and on behalf of the Borough of Allendale (sometimes herein referred to as the "Borough") and P. B. A. LOCAL NO. 217 of THE NEW JERSEY STATE PATROLMEN'S BENEVOLENT ASSOCIATION (sometimes herein referred to as the "Department").

WITNESSETH

*Bergen*

In consideration of the mutual promises contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I. Recognition: The Borough recognizes P.B.A. Local No. 217 of the New Jersey State Patrolmen's Benevolent Association as the sole and exclusive collective bargaining agent for the unit consisting of Detective Sergeant, Sergeants, and Patrolmen who have been duly appointed by the Mayor and Council of the Borough of Allendale.

ARTICLE II. Wages and Classifications

Section 1. The following salary schedule shall be effective as of January 1, 1978, and shall remain in full force and effect until December 31, 1978, subject to the adoption of any required salary ordinance:

Detective Sergeant.....	\$20,725.00
Sergeant .....	19,800.00
Patrolman, After 4 Years Service.....	18,480.00
Patrolman, During the Fourth Year.....	16,830.00
Patrolman, During the Third Year.....	15,410.00
Patrolman, During the Second Year .....	13,250.00
Probationary Patrolman .....	10,600.00

Section 2. All wage increase shall take effect on the anniversary date for all members of the Department under maximum pay and with regard to all other personnel the effective date shall be January 1, 1978.

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ARTICLE III. Vacations: All members of the Department shall be entitled to ten (10) working days vacation after one (1) year of service and fifteen (15) working days vacation after five (5) years of service. Additional vacation days will be computed as follows:

- After 6 years ..... 16 days
- After 8 years ..... 17 days
- After 10 years ..... 18 days
- After 12 years ..... 19 days
- After 14 years ..... 20 days

Probationary patrolman shall receive the equivalent of one (1) day per month vacation, limited to a maximum of ten (10) working days per year. Seniority will be recognized in vacation selection to the extent possible, except that proper coverage shall also be considered. If an officer believes that his seniority rights have not been duly considered, he may take the matter up as a grievance.

ARTICLE IV. Holidays: All members of the Department shall be entitled to twelve (12) paid holidays per year. All such members shall have the option of taking said twelve days off or taking seven (7) days off and receiving compensation for the remaining five (5) at their base rate of pay. Reimbursement for any of these five days shall not be received prior to December 1st of the current year. Seniority will be recognized in holiday selection to the extent possible, except that proper coverage shall also be considered. If an officer believes that his seniority rights have not been duly considered, he may take the matter up as a grievance.

ARTICLE V. False Arrest Insurance: The Borough shall provide false arrest insurance coverage for all members of the Department in the minimum amount of \$100,000 for each person, \$300,000 for each occurrence with an aggregate of \$500,000 coverage being provided by the Borough under the coverage required by this paragraph.

ARTICLE VI. Clothing Allowance: All members of the Department shall be guaranteed a clothing allowance of \$300.00 per year. No man may exceed this amount unless another member is willing to give up part of his allowance. The Chief will control the style, quality and color of the uniform and equipment. Purchases shall be made from an approved list of shops to be agreed upon by the Chief and the P.B.A.

Clothing Maintenance Allowance: All members covered by this Agreement shall be reimbursed for maintenance of uniform costs up to a maximum of \$110.00 per year.

ARTICLE VII. Physical Examination: The Borough, at its own expense, shall cause to be provided a complete physical examination for all members of the Department. Each member shall take a physical every second year. Said physical examination shall be performed by a doctor chosen by the Borough subject, however, to the approval of the Department.

ARTICLE VIII. Court time: All members of the Department shall be entitled to compensation at the rate of straight time for all Municipal Court appearances with a minimum of two hours per appearance. Court time shall be recorded on all time cards and submitted by voucher to the Borough.

ARTICLE IX. Overtime: Overtime compensation shall be at the rate of time and one-half for all overtime except time required for Municipal Court appearances as outlined in ARTICLE VIII. If at the end of the present calendar year any member of the Department has accrued overtime for which no compensation has been paid or claimed, such member may carry over such accrued overtime not in excess of five days to be taken as days off within the first four months of the calendar year 1979.

ARTICLE X. Grievance Procedure: The purpose of the grievance procedure shall be to settle all grievances between the policemen and their employer as quickly as possible, so as to insure efficiency and promote the morale of the Department.

A grievance is defined as any disagreement between the policemen and their employer involving the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. Grievances shall be concerned with, but not limited to, employment working conditions, and attitude of supervisors.

An aggrieved policeman shall first try to settle his grievance with his immediate supervisor. If at that point, the individual is not satisfied with the determination of his immediate supervisor, he shall, within ten (10) days, reduce his grievance to writing and shall present same to the Chief for his determination.

Within ten (10) days after receipt of the grievance by the Chief, the Chief together with the Police Commissioner shall meet with the employee involved. After reviewing the case, the Chief shall, within ten days (10) thereafter, in writing, inform the aggrieved employee of the determination of the case.

In the event the employee in question is dissatisfied with the determination of the Chief and the Commissioner, he shall have the right to appeal to the Mayor and Council within ten (10) days from the date of receipt of the determination by the Chief.

Within ten (10) days after the request for a hearing by the individual alleged to be aggrieved, the Mayor and Council will fix a date for hearing.

Following the conclusion of the hearing, and within fifteen (15) days of said hearing, the Mayor and Council shall inform the individual, in writing, of the determination.

ARTICLE XI. Longevity: Members shall receive longevity compensation computed at two percent (2%) of the annual compensation for each four (4) years of service, up to a maximum of 10%.

ARTICLE XII. Life Insurance: The Borough shall provide \$10,000 life insurance with double indemnity coverage for each member at the Borough's expense.

ARTICLE XIII. Medical Insurance: The Borough agrees to provide, at the Borough's expense, Blue Cross (#365), Blue Shield (UCR), and Rider "J", and group major medical insurance with minimum benefits as shown in the "Health Service, Inc." copy attached.

ARTICLE XIV. Pension: Effective January 1, 1974, the Borough shall enroll the covered members of this police agreement in the Police and Firemen's Retirement System of New Jersey.

ARTICLE XV. Sick Leave: The Borough shall continue in effect disability insurance coverage under the Selected Risks Insurance Company, Policy No. SLTD 1003; provided, however, members shall individually pay the difference in cost between fifty percent (50%) of the monthly salary and seventy-five (75%) of monthly salary coverage.

ARTICLE XVI. Attendance at Funerals: In the event of a death in the employee's family, such as wife, husband, mother, father, child, brother or sister, mother-in-law or father-in-law, or other close relative residing with the employee, the Department Head shall grant up to a three day leave of absence, between the time of death and burial, with pay. In the event an employee attends the funeral of any other close relative, the Department Head may grant a one day leave of absence with pay, for the day of burial.

ARTICLE XVII. Car Mileage Allowance: Reimbursement for use of personal cars on Borough business shall be at the rate of \$0.15 per mile.

ARTICLE XVIII. Seniority Clause: It is agreed that existing provisions and practices in Borough Ordinance, Resolution, or any other form, shall not be altered during the term of this contract.

ARTICLE XIX. State P.B.A. Delegate: When the State Delegate for P.B.A. 217 is an Allendale Police Department member, that individual shall be granted a maximum of twelve (12) paid days per year when attending P.B.A. State Delegate meetings or conventions.

ARTICLE XX. Other Provisions: In the event that a general cost of living wage

adjustment for other Borough employees is granted (other than increases that are normally granted at the beginning of the year), it is agreed that this Contract can be re-opened, at the request of either party to negotiate that condition of the wage agreement only.

ARTICLE XXI. When Effective: This agreement shall be effective as of January 1, 1978, and shall remain in full force and effect until December 31, 1978.

ARTICLE XXII. Anything herein to the contrary notwithstanding, nothing in this Agreement shall be deemed to supersede the provisions of any other applicable law of the State of New Jersey.

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

ATTEST: Norma E. Colburn  
Norma E. Colburn, Borough Clerk

By E. N. Fitzpatrick  
E. N. Fitzpatrick, Mayor

P.B.A. LOCAL NO. 217 OF THE  
NEW JERSEY STATE PATROLMEN'S  
BENEVOLENT ASSOCIATION:

WITNESS: Robert R. Conyngham

By Robert R. Conyngham