

CONTRACT BETWEEN

BOROUGH OF LINCOLN PARK, Borough of
MORRIS COUNTY, NEW JERSEY

AND

POLICE BENEVOLENT ASSOCIATION

LOCAL #192

X January 1, 1983 Through December 31, 1983

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - Recognition	1.
ARTICLE II - Discrimination and Coercion	1.
ARTICLE III - Management Responsibilities	2.
ARTICLE IV - Grievance Procedures	2.
ARTICLE V - Tour of Duties and Overtime	4.
ARTICLE VI - Holidays	5.
ARTICLE VII - Vacation	6.
ARTICLE VIII - Sick Leave	8.
ARTICLE IX - Bereavement Leave	9.
ARTICLE X - Military Leave	9.
ARTICLE XI - Salaries and Wages	10.
ARTICLE XII - Longevity	12.
ARTICLE XIII - Tuition Reimbursement	12.
ARTICLE XIV - College Credits	13.
ARTICLE XV - Hospital and Medical Insurance	14.
ARTICLE XVI - Uniform Allowance	15.
ARTICLE XVII - Conducting Negotiations	15.
ARTICLE XVIII - Fully Bargained Provisions	15.
ARTICLE XIX - Separability and Savings	16.
ARTICLE XX - No Strike	16.
ARTICLE XXI - Term of Contract	17.

THIS AGREEMENT, effective as of the 1st day of January, 1983, by and between the BOROUGH OF LINCOLN PARK, NEW JERSEY, hereinafter referred to as the "BOROUGH", and POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 192, hereinafter referred to as the "P.B.A.", is designed to maintain and promote a harmonious relationship between the Borough of Lincoln Park and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

The Borough hereby recognizes the P.B.A. as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all members of the Lincoln Park Police Department, (hereinafter referred to as Members), excluding Chief, Deputy Chief, Captains and Dispatcher.

ARTICLE II

DISCRIMINATION AND COERCION

The Borough will continue its policy that there shall be no discrimination, intimidation or coercion by the Borough or any of its agents against the employees represented by the P.B.A. because of membership or activity in the P.B.A. The P.B.A. shall not intimidate or coerce employees into membership. Neither the Borough or the P.B.A shall discriminate against any employee because of race, creed, color, sex, national origin, political affiliation or marital status.

ARTICLE III

MANAGEMENT RESPONSIBILITIES

All aspects of the business of the Police Department relative to management and direction of policy, regulations and practices of department personnel are the exclusive responsibilities of the Borough, except as expressly modified by the terms of this Agreement.

ARTICLE IV

GRIEVANCE PROCEDURES

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any superior officer and having the grievance adjusted without formal proceedings.

B. DEFINITIONS

Grievance: The term Grievance is any alleged violation of this Agreement or any dispute with respect to its meaning or application.

Days: Days equal working days exclusive of weekends and holidays.

C. GRIEVANCE PROBLEMS

1. An employee having a grievance shall, within ten (10) days after the occurrence of the grievance, submit such grievance in writing to the Chief of Police stating in detail the nature of

the grievance and the remedy requested. Any grievance not filed within ten (10) days of its occurrence shall be considered void.

2. If the grievance is not resolved by Step 1, within five (5) days after the same has been forwarded, in writing, to the Chief of Police, it shall be submitted to the Police Director who shall respond, in writing, thereto within a period not to exceed five (5) days. The aggrieved member may be represented by an officer or other member of the Association at Step 2, or any subsequent proceeding.

3. If the grievance is not resolved in Step 2, within five (5) days or if the Director has failed to respond, the grievance shall be submitted, in writing, to the Borough Administrator, who shall respond thereto, in writing, within a period of five (5) days.

4. Should the aggrieved person be dissatisfied with the decision of the Borough Administrator, or should the Borough Administrator fail to respond within the time period prescribed in Step 3, then such aggrieved person may file, where appropriate, for a Civil Service review in accordance with the rules of the Department of Civil Service.

5. Where a charge is made against a Patrolman, Sergeant, Lieutenant, Captain, or Chief, or any other member of the Association, the provisions of N.J.S.40A:14-147, shall regulate the procedure governing such charge.

6. The Borough shall not discipline, suspend, or discharge without just cause.

In carrying out any disciplinary action, the Borough shall not violate any statutes or administrative rules of the State of New Jersey in effect at the time. A member who is disciplined or discharged shall be entitled to a statement in writing outlining the reasons for such action.

ARTICLE V

TOUR OF DUTIES AND OVERTIME

A. The regular tour of duty for Police Officers shall be eight hours per day. The work schedule shall be established by the Chief of Police.

B. Police Officers, while off duty, shall be compensated for Court Appearances. Such Officers shall receive a minimum of two (2) hours compensation time per Court Appearance.

C. Members of the Detective Bureau shall not be entitled to be paid for overtime work as Detectives. In lieu of any overtime compensation, the members shall receive the sum of \$850.00 per year.

D. Members who are required to work longer than a regular tour of duty shall be paid for the overtime at one and one-half times the base hourly rate (as set forth in Article XI).

1. There shall be no compensation for unscheduled overtime less than one (1) hour, nor shall there be compensation for incidental overtime which may be required to close out or complete a scheduled tour of duty.

2. A Member shall not become eligible for overtime based upon accumulation of time in excess of forty (40) hours resulting from shift trade-off.

E. A published overtime list of all Members based on seniority shall be maintained and overtime shall be offered to each Member as his turn arises. If a Member is unavailable, when overtime is offered, he shall forfeit his turn.

ARTICLE VI

HOLIDAYS

A. Members of the Police Department shall be given compensatory time off for the following twelve (12) holidays. Compensatory time off for holidays

shall be in accordance with a schedule established or approved by the Chief of Police.

The designated holidays are:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday

Additional holidays may be designated at the discretion of the Borough Council.

B. The Borough may "buy back" unused holidays at a Member's regular rate of pay if requested, in writing, by the Member and such request is approved by the Chief before December 1 in the year the holidays are earned. The P.B.A. agrees that tours of duty resulting from such buy-backs shall be assigned by the Chief, during the remainder of the year, in such a way as to minimize overtime costs to the Borough. No member whose holidays are "bought back" in accordance with the provisions of this paragraph shall unreasonably refuse any tour of duty assigned by the Chief in furtherance of this policy.

ARTICLE VII

VACATION

A. The annual vacation leave with pay for members of the department shall be earned at the following rate:

1. In the first calendar year of employment, each member shall earn and receive one (1) vacation day for each completed month of service.
2. From the beginning of the second (2nd) calendar year to the completion of the fifth (5th) calendar year of service - thirteen (13) working days annually.
3. From the beginning of the sixth (6th) calendar year to the completion of the tenth (10th) calendar year of service - fifteen (15) working days annually.

4. From the beginning of the eleventh (11th) calendar year to the completion of the fifteenth (15th) calendar year of service - eighteen (18) working days annually.

5. From the beginning of the sixteenth (16th) calendar year to the completion of the twentieth (20th) calendar year of service nineteen (19) working days annually.

6. Upon the completion of the twentieth (20th) calendar year twenty-one (21) working days annually.

For the purpose of this Article, each "year of service" shall mean each anniversary year worked. Permanent part-time employees shall receive vacation credit allowance proportionate to number of hours worked.

B. A Member will not be granted vacation leave during the initial three (3) months of employment but such period may be credited towards annual vacation allowance.

C. Eligibility for additional vacation days based upon length of service shall vest at the time of a member's anniversary date. However, such additional vacation days may be utilized as of January 1 in any calendar year in which a member shall become so eligible.

D. Annual vacation leave shall be non-cumulative and taken during such periods as may be approved by the Chief of Police; provided, however, that unused vacation leave resulting from work scheduling may be taken prior to December 1 in the next succeeding calendar year if requested, in writing, by a member and such request is approved by the Chief before December 31, in the year vacation is earned, provided further that the dates on which said unused vacation leave is to be taken shall be requested, in writing, by a Member and approved by the Chief before April 1, in said next succeeding calendar year.

E. Except in the case of retirement (as specified in Section F) or termination resulting from moral turpitude, an employee who is terminated or who voluntarily terminates his employment, shall be entitled to the vacation allowance for the

current year prorated upon the number of months worked in the calendar year in which the separation becomes effective.

F. If at any time during a calendar year a member retires after 15 years or more of employment, or as a result of a permanent disability incurred in the line of duty, he shall be entitled to full vacation allowance for that year.

G. The Borough may "buy back" unused vacation days at a Member's regular rate of pay if requested, in writing, by the member and such request is approved by the Chief before December 1 in the year the vacation days are earned. The P.B.A. agrees that tours of duty resulting from such buy-backs shall be assigned by the Chief, during the remainder of the year, in such a way as to minimize overtime costs to the Borough. No member, whose vacation days are "bought back" in accordance with the provisions of this paragraph, shall unreasonably refuse any tour of duty assigned by the Chief in furtherance of this policy.

ARTICLE VIII

SICK LEAVE

A. Sick leave shall accrue to each Member on the basis of one working day per month during the remainder of the first calendar year after initial date of appointment. Thereafter, each member shall be entitled to compensable sick leave of fifteen (15) days per calendar year, and any amount of sick leave allowance not used in any calendar year shall accumulate to a Member's credit from year to year to be used only in and when needed for such purpose.

B. In order to qualify for regular pay under the provisions of this agreement on account of illness in excess of three (3) consecutive days, the Police Chief may request a physician's certificate be produced in order for that officer to return to duty. After the use of seven (7) unexcused sick days in any given calendar year the Chief of Police with the consent of the Director of the Department may request in writing that a physician's certificate be submitted prior to the officers return to duty. Said physician shall be designated by the Borough and the Borough shall bear all expenses in connection therewith.

C. A new Member shall not be granted sick leave during the initial three (3) months of employment unless such a request is accompanied by a Physician's certification.

D. Three non-cumulative personal days shall be granted in a calendar year to any member who has a record of taking no sick days during the preceding calendar year. Two non-cumulative personal days shall be granted in a calendar year to any member who has a record of taking four sick days or less during the preceding calendar year.

E. At retirement in good standing following ten (10) or more total years service, employees will be compensated for unused accumulated sick leave not to exceed, however, two hundred and fifty (250) days, based upon the individual's current rate of pay at the time of retirement provided that sick leave shall be paid on the basis of one (1) paid day for every three (3) sick days accumulated and in no event shall such compensation exceed the sum of \$6,000.00.

ARTICLE IX

BEREAVEMENT LEAVE

All Members shall be entitled to three (3) off-duty days with pay on the days immediately following the death of spouse, parents of spouse, children, mother, father, sister or brother, brother-in-law or sister-in-law, provided the employee attends the funeral or memorial services.

ARTICLE X

MILITARY LEAVE

A. Leaves of absence will be granted to Members who are members of the National Guard, or one of the reserve components of the Armed Forces, for field training duty (not to exceed two weeks) and emergency service authorized and conducted by the various branches of the Military or Naval service.

B. The Member shall make formal written request through the Chief of Police to the Borough Administrator immediately upon receipt of orders. The Member shall submit a copy of the Military Order to the Chief of Police, unless such order is

of a classified nature. The Member, upon return from duty, shall submit a certificate showing the dates of participation in the training program.

C. Members shall be given time off with full pay to attend required active duty training. Such time off shall be in addition to vacation leave. The Chief of Police shall reschedule a Member's hours and days of work to enable a Member to attend drills and still fulfill all employment responsibilities without the need for additional time off.

ARTICLE XI

SALARIES AND WAGES

During the term of this Agreement, Members shall be paid the following:

A. Base Salary

All members shall be paid a base salary reflected by Schedule
 1. Base salary shall exclude compensation for college credits longevity pay and detective incremental pay.

B. Merit Step Increase

In addition to "A" above, each Member shall be eligible for a merit step increase (M.S.I.) by placement in the next highest salary step on such member's anniversary date of employment occurring after 1/1/81 upon satisfactory job performance review as recommended by the Chief of Police and approved by the Borough Administrator.

SCHEDULE I

BASE PAY PLANS FOR 1983

	<u>Salary Step</u>	<u>Step Progression</u>	<u>1983 Base Salary</u>
A. Patrolmen	I	Probation	\$13,988.00
	II	Completion of Academy	14,738.00
	III	12-24 months	16,609.00 (+750.00)
	IV	25-36 months	17,479.00
	V	37-48 months	18,350.00
	VI	49-60 months	19,844.00
B. Sergeants	I	0-12 months	20,714.00
		12-24 months	21,688.00
C. Lieutenants			23,688.00

SCHEDULE II

INDIVIDUAL SALARY SCHEDULE AND ANNIVERSARY DATES

	<u>Anniversary Date</u>	<u>Step</u>	<u>Salary on 1/1/83</u>	<u>1983 Step Increase</u>
Lieut. Karback	4/1/64	-	\$23,688.	-
Sgt. Herlihy	3/20/62	II	21,688.	-
Sgt. Hackett	4/16/62	II	21,688.	-
Sgt. Brackin	3/1/65	II	21,688.	-
Sgt. Meyer	10/26/64	II	21,688.	-
Sgt. Gibbons	12/1/69	II	21,688.	-
Ptl. Wild	10/10/68	VI	19,844.	-
Ptl. Sass	5/12/69	VI	19,844.	-
Ptl. Ison	12/1/69	VI	19,844.	-
Ptl. Monson	12/9/69	VI	19,844.	-
Ptl. West	3/1/71	VI	19,844.	-
Ptl. Nadzam	1/1/72	VI	19,844.	-
Ptl. Cifelli	5/1/75	VI	19,844.	-
Ptl. McGregor	1/8/80	IV	17,479.	\$18,350.
Ptl. Mazzana	3/1/80	IV	17,479.	18,350.
Ptl. Nowacki	3/16/83	I	13,988.	14,738.
Ptl. Vavrik	3/16/83	I	13,988	14,738.

C. Probationary Period

All Members shall be subject to a minimum 6-month probationary period (except where State Statute provides a longer period) for hirings and promotions. The Probationary period shall be extended 3 months beyond the date of satisfactory graduation from the training course at the Police Academy. During this probationary period, the officer may be dismissed or demoted without cause.

D. Performance of Evaluation Committee

A performance evaluation committee consisting of the Borough Administrator, Chief of Police, and three P.B.A. members selected by P.B.A. shall meet from time to time for the purpose of establishing performance evaluation standards and procedures. The performance evaluation committee shall function solely as an advisory body for purposes of evaluating departmental personnel.

ARTICLE XII

LONGEVITY

A. Members shall be entitled to longevity computed upon base pay in accordance with the following schedule:

1 - 5 years	- no compensation
6, 7 and 8 years	- 2 %
9, 10 and 11 years	- 3 %
12, 13 and 14 years	- 4 %
15, 16 and 17 years	- 5 %
18, 19 and 20 years	- 6 %
21 years and over	- 7 %

B. During the initial year of eligibility (the 61 st. - 72 nd. months of employment), longevity pay will be pro-rated from the employee's anniversary date to the end of the year.

C. The longevity will be paid in a lump sum on or before December 1 of each year.

D. Commencing on January 1, 1984, longevity pay shall be added to base pay for pension purpose calculations only.

ARTICLE XIII

TUITION REIMBURSEMENT

A. The Borough shall reimburse the full cost of tuition paid by a Member where there has been completion of a college course leading to a degree in Police Science or a related field of study in an accredited institution approved by the Borough in which a grade of "C" or higher has been earned in such course. Payment received from any tuition grant or allowance shall be credited against tuition reimbursement herein provided. Additionally, and not by way of limitation of the foregoing:

1. Members receiving monthly G.I. Bill benefits shall not be eligible for tuition reimbursement. Members, who are veterans of the military service, shall apply to the Veteran's Administration to determine their eligibility for G.I. Bill benefits.

2. Members appointed after January 1, 1975, shall become eligible for college reimbursement after completion of two (2) years of continuous employment in the Lincoln Park Police Department.

B. To qualify for reimbursement, a Member must submit a voucher to the Borough Administrator on the form and in the manner prescribed therefore, to which shall be attached:

1. A certificate from the institution giving the title of the approved course, indicating successful compliance and completion of the approved course.

2. A receipted voucher for tuition cost indicating it is payment for the specifically approved course at the institution in question with a certificate by the employee indicating that no reimbursement for the tuition cost has been otherwise received or a statement of the extend of any such reimbursement and the amount due after reimbursement.

ARTICLE XIV

COLLEGE CREDITS

Members will receive eleven (\$11.00) dollars per annum for (a) each college credit hour (up to 120 credits) completed toward, and having resulted in, a degree in Police Science or a related field of study approved by the Borough, and (b) each additional college credit (up to 40 credits) completed toward, and having resulted in, a Masters Degree in Police Science or a related field of study approved by the Borough. Credits eligible for compensation will be established in January of each year by the Business Administrator. This allowance shall be subject to the following provisions:

- A. Course must be taken on Member's time (off-duty hours).
- B. Course must be given by a college or university accredited by a recognized Accrediting Association.

- C. Course must be credited by a college toward Police Degree or a "related field of study".
- D. No credit shall be given for course work receiving a grade below "C".
- E. Members shall supply the Administrator's office with an updated transcript of eligible college credits earned, not later than January 10 of each year.
- F. For all Members appointed after January 1, 1975, a minimum of sixty (60) credits in an approved college program leading to a Bachelor Degree or Associates Degree in Police Science or Criminology shall be required to qualify such Member for compensation under the provisions of this article. However, until a degree is received, a Member shall be paid \$5.50 per credit.
- G. In addition to the requirements of Paragraph F above, Members appointed after January 1, 1975 shall be employed in the department for a minimum period of two (2) years before eligibility for college credit compensation.
- H. Members appointed prior to January 1, 1975 must complete at least 12 credit hours per year until such time as a Bachelors or Associates Degree is granted, and failure to do so will result in payment of all accumulated credits at the rate of \$5.50 per credit, except in cases beyond the Member's control, subject to the approval of the Borough Administrator.
- I. For all Members, all accumulated credits in an approved college program leading to a Masters Degree shall be compensated at a rate of \$5.50 per credit until such Masters Degree is received.

ARTICLE XV

HOSPITAL AND MEDICAL INSURANCE

All members covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross, Blue Shield, Rider J and Major Medical Insurance as provided for in the State Health Plan and shall be entitled to coverage of the New Jersey Dental Plan, Intermediate Level, Plan B, effective January 1, 1981. The premiums for these benefits shall be paid by the Borough.

ARTICLE XVI

UNIFORM ALLOWANCE

- A. For the first year of employment, the Borough will supply uniforms to all new members including bullet proof vests.
- B. Thereafter, each uniformed Member shall be allocated \$775.00 per year for maintenance, cleaning and replacement of uniforms. All uniforms shall be inspected by the Police Chief or his designated representative from time to time during the year to insure proper condition, cleanliness and uniformity.

ARTICLE XVII

CONDUCTING P.B.A. NEGOTIATIONS OF BOROUGH TIME

- A. The Borough shall permit one member of the P.B.A. Negotiating Committee to attend collective bargaining meetings during hours of duty, provided the conduct of negotiations shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen.
- B. The Borough agrees to grant time off, as provided by State Statute, to an officially designated member of the P.B.A. to attend the Official State Convention, provided that 30 days written notice is first given to the Chief of Police by the P.B.A.
- C. The P.B.A. delegate shall be allowed to attend five (5) P.B.A. Committee meetings per year during hours of duty as long as attendance does not cause any overtime expenditures within the Police Department.

ARTICLE XVIII

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XIX

SEPARABILITY AND SAVINGS CLAUSE

- A. It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

B. If any such provisions are so invalid, the Borough and the P.B.A. will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XX

NO STRIKE

The P.B.A. and Members recognize that the performance of Police services is an essential function of the Borough government. Accordingly, it recognizes and accepts its responsibility to provide uninterrupted, continuous police services. P.B.A. agrees that it will not participate in or condone a strike, job-action, work slow-down or engage in disruptive activity. The provisions hereof shall not be construed to limit or restrict the P.B.A or its Members from engaging in grievance procedures as set forth in the Agreement.

ARTICLE XXI

TERM OF CONTRACT

Except where expressly provided to the contrary herein, this contract shall begin on January 1, 1983, and shall remain in full force and effect until December 31, 1983. And thereafter, the same shall be automatically renewed from year to year unless either party shall give a renegotiation notice in writing to the other party no sooner than one hundred and fifty (150) days, nor later than ninety (90) days in advance of the expiration date hereof. All proposed changes by the noticing party shall be submitted in writing at the time the initial renegotiation notice is given.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals at the Borough of Lincoln Park, New Jersey on this 12th day of August, 1983.

LINCOLN PARK P.B.A.

BY: *John Sass*
John Sass, President

ATTEST: *John Cifelli*
John Cifelli, Treasurer

BOROUGH OF LINCOLN PARK, MORRIS COUNTY, NEW JERSEY

BY: *Stephen J. Marabetti*
Stephen J. Marabetti, Mayor

ATTEST: *Kay A. Wittman*
Kay A. Wittman, Clerk