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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WHARTON BOROUGH POLICE DEPARTMENT, FOP

AND

Wharton Borough (Employees)  
BOROUGH OF WHARTON

X January 1, 1988 through December 31, 1989

FOP ATTORNEYS

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PREAMBLE

THIS AGREEMENT, made this            day of            ,  
1988 by and between the Borough of Wharton, a body politic and  
corporate of the State of New Jersey, hereinafter referred to as  
the "Employer", and Wharton Borough Police Department hereinafter  
referred to as the "F.O.P."

WHEREAS, the Employer and the F.O.P. 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 both  
parties.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I  
RECOGNITION

A. The Employer hereby recognizes the F.O.P. as the exclusive collective negotiation agent for all patrolmen and sergeants in the Police Department of the Employer.

B. The title policeman or police officer shall be defined to include the plural as well as the singular, and to include males and females.

C. All the terms, covenants and conditions herein contained shall inure to the benefit of and bind the respective parties hereto, their respective legal representatives, successors and assigns.

ARTICLE II

ASSOCIATION REPRESENTATIVES

A. The Employer recognizes the right of the F.O.P. to designate representatives within the Department and alternates for the enforcement of this Agreement.

B. The F.O.P. shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

C. The authority of the representatives and alternates so designated by the F.O.P. shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation, presentation of grievances in accordance with the provision of the Collective Bargaining Agreement.

2. The transmission of such messages and information which shall originate with, and are authorized by the F.O.P. or its officers.

ARTICLE III

EXISTING LAW

A. 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.

ARTICLE IV

SALARIES

The salary schedule for members of the bargaining unit shall be set as follows:

<u>Position</u>	5% Effective <u>1/1/88</u>	2% Effective <u>7/1/88</u>	5% Effective <u>1/1/89</u>	2% Effective <u>7/1/89</u>
Probationary Ptl.	22,697	23,151	24,308	24,794
Permanent Ptl.	25,045	25,545	26,823	27,359
Step No. 1	27,261	27,806	29,197	29,781
Step No. 2	30,067	30,668	32,201	32,846
Step No. 3	32,611	33,263	34,926	35,625
Sergeant	34,827	35,524	37,300	38,046

A. Detective Bureau Stipend shall be provided in the amount of \$750.00 per annum to all employees covered herein assigned to the Detective Bureau.



ARTICLE V

HOURS AND OVERTIME

A. The normal work day shall be eight (8) hours which shall include appropriate meal and rest periods pursuant to past practice. The normal work week shall not be more than forty (40) hours in any consecutive seven (7) day period. There shall be a minimum of sixteen (16) hours between consecutive tours of straight time work.

B. For time worked in excess of forty (40) hours per week each officer shall receive time and one-half in cash or compensatory time at the option of the employee. Overtime on a normal work day shall be paid after thirty-one (31) minutes.

C. Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum of two (2) hours work or pay in lieu thereof, provided that the employee has worked or will have worked at least forty (40) hours in the work week. Vacation, sick, holiday, personal, and compensatory time will apply to the calculation of the forty (40) hours.

ARTICLE VI

PRIORITY FOR OVERTIME

A. 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. 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 Borough to bypass an employee or employees on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed employee or employees must become next on the list for the purpose of the overtime roster. The purpose of this clause is to equalize overtime among employees and same shall not be defeated by the Borough's selection of special persons for special details as set forth herein. Such overtime will be offered to persons other than full-time employees only if it has first been refused by each member on the seniority roster aforementioned.

B. With regard to what is commonly known as "school details" it is agreed that the Borough will attempt to obtain at least one full-time employee of the Police Department to work said detail and will make an offer of such detail to the regular full-time employees to set up their own roster for school details and other special events.

ARTICLE VII

CLOTHING ALLOWANCE

A. Each employee shall receive from the Employer the sum of \$475 as a clothing allowance, payable in January of each year and \$250 in 1988 and \$325 in 1989 for clothing maintenance which payment shall be made as soon as reasonably practical following final adoption of the municipal budget.

B. This payment shall be made to plainclothes as well as uniformed employees.

C. If the Employer decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items unless the changed items are at the request of the F.O.P.

D. Any item or items of an employee's uniform or equipment required in his capacity as a police officer which may be damaged as a result of a single violent episode involving a third person during the course of his duties shall be replaced at the expense of the Borough. Damage due to the Employee's negligence, non-violent accident or ordinary wear and tear is not covered by the terms of this section.

ARTICLE VIII

HOLIDAYS

A. Twelve (12) compensation holidays as follows:

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Easter
5. Memorial Day
6. Independence Day
7. Labor Day
8. General Election Day
9. Thanksgiving Day
10. Thanksgiving Friday
11. Christmas Eve
12. Christmas Day

B. Compensation for these holidays shall be provided in accordance with present practice. If the holiday is not taken, unit members shall receive payment for the unused holiday at the straight time rate of pay in the last pay period in December of the year in which the holiday occurred.

C. Each employee shall receive in addition to the holiday benefit, two (2) annual personal days.

ARTICLE IX

EMERGENCY LEAVE, COMPENSATORY TIME AND LEAVE

Emergency leave of three (3) days from the day of death or funeral shall be granted without loss of pay for death in the immediate family of the employee. Immediate family includes spouse, child, mother, father, grandparents, brother, sister, of employee or spouse.

ARTICLE X

MOTOR VEHICLE REIMBURSEMENT

Any policeman using his own motor vehicle on official police business with the approval of the Chief of Police will be compensated at the current rate allowed by the Internal Revenue Service. The policeman shall be reimbursed for parking fees and tolls upon presentation of receipt.

Any policeman who is required to work overtime on police-related business shall be provided Seven (\$7.00) Dollars per meal as allowance upon presentation of a receipt. (Provisions of ordinance shall be added).

ARTICLE XI

LONGEVITY

In addition to the regular base pay of the employee, as is established under this Agreement, a member of the Police Department shall be entitled to one (1) percent of the employee's base annual salary per year for each five (5) years of completed service. Longevity accrued under this Agreement shall be included in the employee's periodic paycheck. Placement on the longevity schedule shall be determined in accordance with anniversary date.

ARTICLE XII

MEDICAL COVERAGE AND INSURANCE BENEFITS

A. The Employer shall provide enrollment in the hospital and medical benefit programs as well as major medical and Rider J coverage for employees and their families, current coverages shall be continued.

B. The Employer agrees to establish a Committee in which the F.O.P. will be represented in order to Investigate and Negotiate an improvement in the current health insurance plan. Any change is at the sole discretion of the Employer.

C. Benefits After Disability Retirement and Benefits to Widows and Dependents. Police officers forced to retire due to a disability incurred in the line of duty shall be entitled to hospitalization in accordance with the standard policy in effect for other police officers, for himself, his wife and dependents as follows:

1. Upon an officer's death in the line of duty, his widow shall continue to receive hospitalization benefits in accordance with the policy in effect for other officers until her death or such time as she remarries.
2. Upon an officer's death in the line of duty, all other dependents shall continue to receive hospitalization coverage until their 18th birthday or until the widow remarries, whichever comes first. If the dependent is deemed to be physically or mentally disabled, the hospitalization in effect for other officers shall continue until his or her death.



D. Hospitalization After Retirement. If any police officer retires because of age or length of service, he will have the option of continuing coverage of hospitalization insurance benefits as provided for other police officers, if he reimburses the Borough for premiums incurred in advance on a monthly basis.

E. The Employer shall permit F.O.P. representatives to review current liability policies.

F. The Borough has the right to change insurance carriers or institute a self insurance program so long as the same or substantially equivalent benefits are provided.

ARTICLE XIII

SICK TIME

A. All full-time members of the within bargaining unit shall be granted fourteen (14) days sick leave for 1988 and fifteen (15) days for 1989. Sick days which are not used during a calendar year shall be carried forward and shall accumulate from year to year in a sick leave bank.

B. To qualify for payment while absent on sick leave each employee who will be absent from duty on sick leave shall so notify the Chief of Police or the officer in charge two hours before the commencement of his scheduled tour of duty on afternoon or evening tours and one hour before the commencement of his scheduled tour of duty on morning tours. Said notice shall state the nature of the cause of the absence from duty. Shorter notice shall be permitted in exceptional circumstances which shall be reviewed on a case-by-case basis with final determination by the Chief of Police. An employee who is absent without such notification shall be charged with an unpaid day for each day of absence and will be subject to appropriate disciplinary action.

C. An employee absent on sick leave for more than three (3) consecutive days may be requested to submit acceptable medical evidence substantiating the illness if reasonably requested by the Borough.

D. At retirement an employee shall be paid for all of his/her accumulated sick days at his/her then current daily rate with a maximum payment of sixty (65) days.

E. This is the sole sick time provision granted to F.O.P.

ARTICLE XIV

WORK INCURRED INJURY

A. When an employee covered under this Agreement suffers a work-connected injury or disability the Borough shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.

B. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the Mayor and Council may reasonably require the said employee to present such certificates from time to time.

C. 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 by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

D. For purposes of this Article, injury or illness incurred while the employee is attending an Employer-sanctioned training program, shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

G. Employees who are injured, whether slightly or severely while working must make an immediate report to his Supervisor or Department Head within a reasonable period of time from when he knew or should have known of the injury.

ARTICLE XV

VACATIONS

Section 1:

Each full time employee of the Police Department subject to the terms of this Agreement shall enjoy the following vacation benefits:

- (a) Less than one year, five-sixth days vacation effective the first of the month following the month of employment.
- (b) First year through fifth year, one day per month, not to exceed ten (10) working days per year.
- (c) Sixth year through tenth year, fifteen (15) working days per year.
- (d) Eleventh year through twentieth year, twenty (20) working days per year.
- (e) Twenty years and over, twenty-five (25) working days per year.

ARTICLE XVI

GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the complaints occurring under this Agreement, the following procedure shall be used. A grievance may be brought by an employee or group of employees covered by this Agreement of the F.O.P.

For the purpose of this Agreement, the term "Grievance" means any complaint, difference or dispute between the Borough and any employee with respect to the interpretation, application, or violation of any of the provisions of the Agreement, any rule or regulation of the Department, or any administrative decision affecting them.

The procedure for settlement of grievances shall be as follows:

(a) Step One

In the event that an employee covered by this Agreement has a grievance, within five (5) calendar days of the occurrence of the event being grieved the employee shall discuss it informally with his immediate superior. The superior shall decide the grievance within five (5) calendar days after the grievance is first presented to him.

(b) Step Two

If no satisfactory resolution of the grievance is reached at Step One, then within five (5) calendar days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within five (5) calendar days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the next ranking officer in charge of the Department for determination.

(c) Step Three

If the grievant wishes to appeal the decision of the Chief of Police (or the supervisor in charge if the Chief is absent), it shall be presented in writing to the Employer's governing body or its delegated representative, within five (5) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's governing body or its delegated representative may give the grievant the opportunity to be heard and will give his decision in writing within twenty (20) calendar days of receipt of the written grievance.

(d) Arbitration

1. If no satisfactory resolution of the grievance is reached at Step Three, then within twenty (20) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of PERC. The decision of the arbitrator shall be in writing and shall include the reasons for such decision, which



shall be final and binding upon all the parties. The expense of such arbitration shall be borne equally by the parties. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

2. The arbitrator shall have no authority to add to or subtract from this Agreement.

3. 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 Borough's governing body or its representative on the grievance.

4. Employees covered by this Agreement shall have the right to process their own grievance, with or without a F.O.P. representative or may select a representative of their own choosing.

5. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure. A failure to respond to any level within the time limits provided shall be deemed a denial of the grievance at that step.

ARTICLE XVII

DATA FOR FUTURE BARGAINING

The parties agree to make available to each other all relevant data the other may require to bargain collectively. This clause shall not include work product or privileged communication.

The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough employee groups, the cost of various insurance and other programs, information concerning overtime worked by employees, 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, any work product or work prepared specifically for negotiation shall be excluded from this clause.

ARTICLE XVIII

PERSONNEL FILES

A personal history file shall be established and maintained for each employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

Any member of the Police Department may at any time review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer of his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut if he so desires, and he shall be permitted to place said rebuttal in his file within a reasonable period of time that he learns of the copy in his file and initials such copy or he shall waive his right to rebut.

All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate discipline.

ARTICLE XIX  
BULLETIN BOARD

The Employer will supply one bulletin board for the use of the F.O.P. to be placed in a conspicuous location.

The bulletin board shall be for the use of the F.O.P. for the posting of notices and bulletins pertaining to F.O.P. business and activities or matters dealing with the welfare of employees.

No matter may be posted without permission of the officially designated F.O.P. representative.

Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

ARTICLE XX

AGENCY SHOP

A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the union, and any permanent employee previously employed within the unit who does not join within the ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

B. The F.O.P. shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon official written

representations submitted by the designated representative of the F.O.P. to the Borough.

ARTICLE XXI

REPLACEMENTS

A. No full-time employee covered by this Agreement shall be replaced by any non-police, part-time or other personnel.

B. No post presently filled by a full-time employee covered by this Agreement shall be filled by any non-police, part-time or other personnel.

ARTICLE XXII

TRAINING PAY

The Employer agrees to compensate all employees covered by this Agreement at the straight time rate in compensatory time off for attending police-related training courses which are beyond the employee's normal tour for a day or work week. If attendance at such training requires the employee to be out of Wharton, then the Employer shall provide a meal allowance, not to exceed Seven (\$7.00) Dollars per meal period covered.



ARTICLE XXIII

SCHOOLING AND EDUCATION

The Employer agrees to continue to provide an educational incentive program. The educational incentive program provides that any polic officer covered herein shall be paid fourteen (\$14.00) dollars per credit for credits satisfactorily completed in any accredited police science curriculum offered by an institution of higher learning, which payment shall be made cumulatively from year-to-year.

ARTICLE XXIV

OUTSIDE DETAILS

A. All outside details shall be subject to the approval of the Chief of Police.

B. Once a request for Police Services has been approved by the Chief of Police, the assignment of police personnel shall be made in accordance with Article VI of this Agreement.

C. The Employer agrees to bill the requesting party for services rendered and shall make payment to the Employee in the first pay period following receipt of payment by the Employer.

D. All rates for Outside Details shall be at one and one-half (1-1/2) times the employee's regular hourly rate.

E. Any expenses incurred by the Employer in administering this Article, including but not limited to: insurance premiums, check fees, postage, etc., will be computed periodically by the Employer and reimbursed by the employees to the Employer.

ARTICLE XXV

LEGAL REPRESENTATION

In matters that require the Employer to provide Legal Counsel to an employee, the Employer agrees to allow the employee to obtain the attorney of his choice provided the attorney's hourly fee does not exceed Eighty-Five (\$85.00) Dollars per hour.

Should the employee be unable to obtain the services of an attorney at the above rates it shall be the Employer's responsibility to provide for competent legal representation.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXVII

TERM OF CONTRACT

The term of this Agreement shall be for the period commencing January 1, 1988 and ending December 31, 1989. If a successor Agreement is not executed by December 31, 1989, then this Agreement shall continue until a successor Agreement is executed.

ATTEST:

BOROUGH OF WHARTON

Susan Best

BY: Thomas G. Bevin

ATTEST:

WHARTON BOROUGH POLICE DEPARTMENT

Frank R. Smith

BY: Thomas J. Jennings  
April 4, 1989