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THIS DOES NOT
CIRCULATE

CONTRACT BETWEEN

BOROUGH OF LINCOLN PARK,
MORRIS COUNTY, NEW JERSEY

AND

POLICE BENEVOLENT ASSOCIATION

LOCAL #192

JANUARY 1, 1978 THROUGH DECEMBER 31, 1978

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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 | 5 |
| ARTICLE VIII - Sick Leave | 6 |
| ARTICLE IX - Bereavement Leave | 7 |
| ARTICLE X - Military Leave | 7 |
| ARTICLE XI - Salaries and Wages | 8 |
| ARTICLE XII - Longevity | 9 |
| ARTICLE XIII - Tuition Reimbursement | 10 |
| ARTICLE XIV - College Credits | 11 |
| ARTICLE XV - Hospital and Medical Insurance | 12 |
| ARTICLE XVI - Uniform Allowance | 12 |
| ARTICLE XVII - Conducting Negotiations | 12 |
| ARTICLE XVIII - Fully Bargained Provisions | 13 |
| ARTICLE XIX - Separability and Savings | 13 |
| ARTICLE XX - No strike | 13 |
| ARTICLE XXI - Term of Contract | 14 |

THIS AGREEMENT, effective as of the 1st day of January, 1978, 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 management of the business of the Police Department in the management and directions of the department personnel are the exclusive responsibilities of the Borough, except as expressly modified by the terms of this Agreement.

ARTICLE IVGRIEVANCE PROCEDURESA. 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 (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 members 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 as established by the Chief of Police.

B. Police Officers shall be compensated for Court duty on the basis of a minimum of two (2) hours compensation time off per Municipal Court appearance when not on regular duty.

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 \$700.00 per year.

D. Members who are required to work longer than a regular tour of duty shall in the discretion of the Borough Administrator, either be paid for the

overtime ~~and~~ one and one-half times the base hourly rate (as defined in Article XII) or granted compensatory time off on an hour worked for hour off basis. Unused compensatory time shall be cancelled at the end of each calendar year provided that a Member shall be paid therefore at straight time.

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, he shall forfeit his turn.

ARTICLE VI

HOLIDAYS

Members shall be entitled to 12 off-duty days per annum during the term of this Agreement, which shall be the equivalent of holidays. The off-duty time 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.

ARTICLE VII

VACATION

A. Annual vacation leave with pay shall be earned at the rate of one working day of vacation for each month of service during the remainder of the calendar year following the day of Appointment; 13 working days vacation thereafter during every calendar year and up to ten years of service; 16 working days vacation after the completion of ten years and up to 20 years of service; 21 working days vacation after the completion of 20 years of service. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

B. A Member will not be granted vacation leave during the initial (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 April 1 in the next succeeding calendar year if requested, in writing, by a Member and approved by the Chief before December 1, in the year vacation is earned.

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 25 years or more of employment, he shall be entitled to full vacation allowance for that year.

ARTICLE VIIISICK 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 if and when needed for such purpose.

B. In order to qualify for regular pay under the provisions of this Agreement on account of illness, absences shall be supported by a Physician's certificate when requested by the Police Chief.

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

D. Three non-cumulative personal days shall be granted in calendar 1978 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 calendar 1978 to any member who has a record to taking four sick days or less during the preceding calendar year.

E. At retirement in good standing following fifteen (15) or more total years service, employees will be compensated for unused accumulated sick leave not to exceed, however, two hundred ten (210) days based upon the individual's rate of pay for the year during which such sick leave shall have been earned provided that sick leave shall be paid on the basis of one paid day for every three sick days accumulated and in no event shall such compensation exceed the sum of \$5,000.00.

ARTICLE IXBEREAVEMENT LEAVE

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

ARTICLE XMILITARY LEAVE

A. Leaves of absence will be granted to P.B.A. 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 will be given time off with full pay to attend required drills. 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 1/1/78 upon satisfactory job performance review as recommended by the Chief of Police and approved by the Borough Administrator.

SCHEDULE 1

BASE PAY PLAN FOR 1978

| <u>A. Patrolmen</u> | <u>Salary Step</u> | <u>Step Progression</u> | <u>1978 Base Salary</u> |
|---------------------|--------------------|-------------------------|-------------------------|
| | Probation | 0 - 12 months | \$11,463. |
| | I | 13 - 24 months | 12,084. |
| | II | 25 - 36 months | 12,954. |
| | III | 37 - 48 months | 13,825. |
| | IV | 49 - 60 months | 14,541. |
| | V | over 60 | 15,319. |
| <u>B. Sergeants</u> | I | 0 - 12 months | 16,189. |
| | II | 13 - 24 months | 16,936. |
| | III | over 24 months | 17,163. |

SCHEDULE 2

INDIVIDUAL SALARY SCHEDULE AND ANNIVERSARY DATES

| | <u>Anniversary Date</u> | <u>Step</u> | <u>Salary Effect. 1/1/78</u> | <u>Step</u> | <u>Salary</u> |
|--------------|-------------------------|---------------|------------------------------|-------------|---------------|
| Sgt. Herlihy | 3/20/62 | III | \$17,163. | | |
| Sgt. Hackett | 4/16/62 | III | 17,163. | | |
| Sgt. Brackin | 3/1/65 | III | 17,163. | | |
| Sgt. Karback | 4/1/64 | III | 17,163. | | |
| Sgt. Meyer | 10/26/64 | III | 17,163. | | |
| Ptl. Gross | 7/15/66 | V | 15,319. | | |
| Ptl. Wild | 10/10/68 | V | 15,319. | | |
| Ptl. Sass | 5/12/69 | V | 15,319. | | |
| Ptl. Ison | 12/1/69 | V | 15,319. | | |
| Ptl. Gibbons | 12/1/69 | V | 15,319. | | |
| Ptl. Munson | 12/9/69 | V | 15,319. | | |
| Ptl. West | 3/1/71 | V | 15,319. | | |
| Ptl. Nadzam | 1/1/72 | IV | 15,319. | | |
| Ptl. Cifelli | 5/1/75 | II | 12,954. | III | \$13,825. |

C. Probationary Period

All member's 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 will be extended in any event 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 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 in calendar 1978 for the purpose of establishing performance evaluation standards and procedures for implementation in 1978. The performance evaluation committee shall function solely as an advisory body for purposes of evaluating departmental personnel.

ARTICLE XII

LONGEVITY

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 | - 1% |
| 9, 10 and 11 years | - 2% |
| 12, 13 and 14 years | - 3% |
| 15, 16 and 17 years | - 4% |
| 18, 19 and 20 years | - 5% |
| 21 years and over | - 6% |

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

The longevity will be paid in a lump sum on or before December 15 of each year.

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. 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, must 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 having completed 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 extent of any such reimbursement and the amount due after reimbursement.

ARTICLE XIV

COLLEGE CREDITS

Members will receive ten (\$10.00) dollars per annum for each college credit hour (up to 120 credits) completed toward a 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 college toward Police Degree or "related field of study".
- D. no credit shall be given for course work receiving a grade below "C".
- E. Members will be responsible to supplying the Administrator's office with an updated transcript of eligible college credits earned, not later than January 10 of each year.

- 11.
- 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.
 - 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. Each Member must complete at least 12 credit hours per year until such time as degree is granted, in order to remain eligible under the provisions of this Article and failure to do so will result in a complete loss of accumulated credits except in cases beyond the Member's control, subject to the approval of the Borough Administrator.

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. 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.
- B. Thereafter, each uniformed Member shall be allocated \$275.00 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 XVIII

CONDUCTING P.B.A. NEGOTIATIONS ON 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.

14.

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.

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 recognizes that the performance of Police services is an essential function of the Borough government. Accordingly, it recognizes and accepts its responsibility to provide uninterrupted,

13.

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, 1978 and shall remain in full force and effect until December 31, 1978. 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 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.

ARTICLE XXII

ARBITRATOR'S AWARD

Pursuant to the Compulsory Interest Arbitration award issued on June 20, 1978 by Julius Malkin, the PERC appointed Arbitrator, all salary and longevity increases shall be effective January 1, 1978, but such increases shall not be paid until the second pay date in November, 1978 by which time sufficient funds will be made available through budgetary transfers. After arrearages are paid, salary and longevity payments shall be adjusted for the balance of the year.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand
and seals at the Borough of Lincoln Park, New Jersey, on this 30th day of
October One Thousand Nine Hundred and Seventy-eight.

LINCOLN PARK P.B.A.

BOROUGH OF LINCOLN PARK, MORRIS
COUNTY, NEW JERSEY

BY: *John Sam Pres.*

BY: *Constance Midkiff*
CONSTANCE MIDKIFF, MAYOR

ATTEST:

ATTEST:

John B. Allen Treas.

Margaret Cook
MARGARET COOK, CLERK