

Contract no. 1108

CONTRACT

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

JUL 7 1992

Between:

RUTGERS UNIVERSITY

TOWNSHIP OF PEQUANNOCK  
MORRIS COUNTY, NEW JERSEY

and

PEQUANNOCK TOWNSHIP PBA #172

January 1, 1991 Through December 31, 1992

TABLE OF CONTENTS

	Page
PREAMBLE .....	1
ARTICLE I PBA RIGHTS.....	2 - 3
ARTICLE II TOUR OF DUTY AND OVERTIME.....	4 - 5
ARTICLE III HOLIDAYS.....	6
ARTICLE IV VACATIONS.....	7 - 8
ARTICLE V SICK LEAVE & WORKMEN'S COMPENSATION.....	9 - 10
ARTICLE VI SALARIES..... (MERIT PAY)	11 - 14
ARTICLE VII LONGEVITY.....	15
ARTICLE VIII UNIFORM ALLOWANCE.....	16
ARTICLE IX HEALTH BENEFITS.....	17
ARTICLE X PROBATION.....	18
ARTICLE XI TRAINING.....	19
ARTICLE XII COLLEGE CREDITS.....	20
ARTICLE XIII LEGAL DEFENSE.....	21
ARTICLE XIV NO STRIKE.....	22
ARTICLE XV GRIEVANCE PROCEDURE AND ARBITRATION.....	23 - 25
ARTICLE XVI OTHER ISSUES.....	26
ARTICLE XVII TERMS OF AGREEMENT.....	27

ETL

PREAMBLE

WHEREAS, the Township of Pequannock and the Pequannock Township PBA #172 has been negotiating certain Bargaining Issues including but not limited to salary and other benefits, and,

WHEREAS, said Bargaining has resulted in Agreement, and

WHEREAS, said Agreement has now been reduced to writing and said writing reflects the complete and final understanding of all Bargaining Issues between the Township and the PBA,

NOW, THEREFORE, the Parties do hereby agree as follows:

ARTICLE IPBA RIGHTS

A. The Township agrees to grant time off, as provided by State Statute, to three officially designated members of the PBA to attend the official State Convention, provided that 30 days' written notice is given to the Chief of Police by the PBA. In addition, the Township shall pay up to \$200. to each of 2 official representatives of Local 172 for documented expenses associated with attendance at the New Jersey PBA Convention. It is understood that said payments are subject to all regulations applicable to other full time employees and that said payments shall be made only on the condition that the Township Manager, Mayor or top management personnel are authorized equal or greater amounts for attending conventions in the same calendar year.

B. During negotiations between the Township and the PBA, the official committee of the PBA shall be excused from their work duties to participate in the negotiating sessions and shall suffer no loss of regular pay.

C. The Township agrees that the PBA shall have the right to make written recommendations and suggestions to the Chief of Police and the Township Manager in connection with the departmental rules and regulations.

D. The Township hereby recognizes the Pequannock Township FBA #172 as the exclusive and sole representative for the collective bargaining negotiations concerning the terms and conditions of employment for all patrolmen and sergeants of the Pequannock Township Police Department.

E. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, and its amendments and supplements in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment.

## ARTICLE II

TOUR OF DUTY 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. With approval of the Chief of Police, an officer shall receive overtime compensation at the rate of one and one half times regular salary for any mandatory police involvement that is not contained in an officer's normal tour of duty, such involvement shall include but not be limited to range weapon qualifications, training, parades, fire and traffic details.

C. An officer, who is off duty, shall be compensated at the rate of one and one half times regular salary for required appearances on Township business in Pequannock Township Municipal Court with a minimum compensation of one hour. Required Court duty outside of Pequannock Township will be compensated at one and one half regular salary with a minimum compensation of two hours.

D. Members of the Detective Bureau shall be entitled to overtime compensation and a member of the Detective Bureau, who is off his regular duty, shall be compensated at the rate of one and one half times regular salary, for Police related CALL OUTS, with a minimum compensation of three (3) hours.

E. The officer shall be compensated at the rate of \$.22 per mile for the use of his personal vehicle while conducting any official business outside of the Township, excluding court time.

F. When applicable, the officer shall be compensated \$5.00 per meal while the officer is on official business outside of the Township, excluding court day.

G. NJSA 40A:14-135 excepts civil action from required duty, thus described compensation does not apply. Future laws or court mandates relative to the above citation shall be considered part of this agreement.

ARTICLE III

HOLIDAYS

A. The Township agrees to provide twelve (12) paid holidays as listed in Section C to each police officer.

B. If a police officer is required to work on a scheduled holiday, the officer shall be compensated at the time and one-half rate for the holiday. Holiday pay may be accumulated at straight time pay during any one calendar year and be paid in the first pay check in December with the approval of the Chief of Police. For the term of the agreement, it is agreed that this benefit shall be limited to a maximum of seven days of accumulated holiday pay for each officer. Also, an officer may elect to be given compensatory time off at the discretion of the Chief of Police. At no time may holiday pay be substituted for sick leave, or vacation days submitted for holiday.

C. The designated holidays are:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Washington's Birthday	Columbus Day
Good Friday	Thanksgiving
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

D. Additional Holidays may be designated at the discretion of the Township Council.

E. Date of holiday will be the day on which it is observed by the Township of Pequannock, not the traditional date.



ARTICLE IV

VACATIONS

A. Full-time police officers shall be entitled to vacation leave with pay on the following basis.

- 1 year of continuous service - 2 weeks
- 5 years of continuous service - 3 weeks
- 10 years of continuous service - 4 weeks
- 17 years of continuous service - 1 additional day
- 20 years of continuous service - 1 additional day for each year following the 20th year to a maximum of 5 days.

B. Vacation time may be accumulated to a maximum of 7 weeks and no time in excess of 7 weeks shall be granted to an officer.

C. Vacations may be taken only at such times as the Township Manager may approve.

D. Any officer who is separated from the service of the Township for any cause excluding moral turpitude shall be paid for unused vacation.

E. Each officer with 5 years of continuous service may buy back 1 week of vacation at regular salary, subject to approval of the Township Manager. It is understood that other benefit time cannot be used to offset the one week buy back and it is also understood that the Township shall make the payment for the 1 week buy back in a check, separate, from the regular pay check.

F. An officer wishing to receive his pay check for a pay period falling within a vacation time, must make a written request for the vacation check, to the Manager, at least one month prior to that vacation period. It is understood that the Township can only pay for the portion of a vacation that falls within a single quarter and that if the vacation runs from the end of one quarter and into the next quarter, then the Township will pay only the one pay check of the quarter that the vacation starts in.

It is further understood that the pay check will be given at some time prior to the vacation and not necessarily on the preceding pay day.

ARTICLE VSICK LEAVE AND WORKMEN'S COMPENSATION

A. All permanent police officers shall be entitled to cumulative sick leave with pay on the basis of 1 day per month to a total of 12 days per year.

B. No officer shall accumulate more than 165 days of unused sick leave.

C. At retirement (termination in good standing over 10 years or more total service to the Township), accumulated sick days will be paid at the individual's then current rate on the basis of 1 paid day for every 2 sick days previously accumulated.

D. In extenuating circumstances, the Township Manager may, at his discretion, grant long-term sick leave at full rate of pay for up to six (6) months for accidental disabilities such as heart attacks, broken limbs, major surgery or serious illnesses. An additional six (6) months leave may be provided at one-half of the officer's regular rate of pay- and these provisions would be effective following the expiration of accumulated sick leave.

E. For officers injured in the line of duty, the Township will supplement the amount of insurance coverage to provide that each officer shall receive full salary for the first six-month period of injury. After the first six-month period, the Township will continue to provide full salary until the officer can resume full duty or a final judgment is made by the State Workmen's Compensation Board. During this period, the officer's accumulated

sick leave will be applied at the rate of one-third (1/3) per day. If accumulated sick leave expires during this period, the Township will continue full salary coverage.

F. An officer who is absent due to illness shall, on his return to work or upon the request of the Chief of Police, submit a doctor's certificate attesting to recovery of said illness to the Chief of Police who shall forward it to the Township Manager. The Township Manager may require an additional examination by a physician chosen by the Township Manager and paid by the Township certifying to the officer's complete recovery.

G. Each officer may be granted four (4) personal days each year with pay; 3 days for emergency purposes including bereavement at the discretion of the Chief of Police and the approval of the Township Manager; 1 scheduled personal day with the approval of the Chief. The definition of bereavement is any death in the immediate family, and immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother or sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, maternal or paternal grandparents.

ARTICLE VISALARIES

A All officers, who have not attained the top patrolman's salary for Pequannock Township, shall receive salary increases based on a percentage of the top patrolman's salary. Any new officer hired will have his anniversary date used for his probationary date and the 1st day of the following year used as his next subsequent year for payroll purposes.

With the percentage program, it is to be used with the calendar year so that if an officer is hired any time during the year, he will have January 1 of that year as his anniversary date for pay roll purposes.

The percentage shall be broken down as follows:

Probationary officer on a salary set by the Township and on the completion of the probationary period the officer would move to 60% of whatever the top patrolman's salary is at the time.

On completion of the second (2nd) year to 70% of the top patrolman's salary.

On completion of the third (3rd) year to 80%  
On completion of the fourth (4th) year to 90%

and on completion of the fifth (5th) year to 100% of what ever the top patrolman's salary is.

Those Officers with more than five years of service will have the following schedule of salary increments as top patrolman's salary.

4/1/91	10/1/91	1/1/92	10/1/92
\$41,950	\$43,750	\$44,950	\$47,150

B. SERGEANTS

4/1/91	10/1/91	1/1/92	10/1/92
\$45,900	\$47,900	\$49,400	\$51,800

C. In addition to any salary adjustments outlined above, all officers shall be eligible for a merit increase based upon an annual performance evaluation. For 1991 there shall be a total of six thousand dollars (\$6,000) and 1992 a total of seven thousand dollars (\$7,000) distributed amongst the Officers covered under the terms of this contract. Said pay shall NOT be added to base pay for payroll purposes.

D. The merit pay increase shall be based strictly upon meritorious job performance as recommended by the Chief of Police and approved by the Township Manager. It is agreed that a Merit Review Board has been established consisting of the departmental lieutenants. The Review Board shall review job performance evaluations for each patrolman and each sergeant on a semi-annual basis. During the review of each patrolman's job performance, the shift sergeant under which each officer worked shall also be a voting member of the Review Board. A recommendation from the Review Board shall be submitted in writing to the Chief of Police who shall take the recommendation under consideration in his final recommendations regarding merit pay increases to the Township Manager. The recommendation of the Review Board shall be nonbinding on either the Chief of Police or the Township Manager. However, if the recommendation of the Review Board is not finally implemented, the reasons for so doing will be stated in writing to the Board and to the individual officer being evaluated. Copies of the finally completed evaluation forms shall be available to each officer upon request. All payments for merit

shall be authorized by October, 1981, and October, 1992, for payment in the November payroll.

E. After 17 years of service, merit pay shall be added to base pay for payroll purposes effective with execution of this agreement.



ARTICLE VII

LONGEVITY

A. Effective January 1, 1975, in addition to regular salary, police officers on their anniversary date shall be entitled to additional compensation as a reward for long-term service to the Township, sometimes called longevity compensation.

B. Longevity shall be computed as of the officer's anniversary date and payable annually in the first pay period in July. Longevity is not to be added to the officer's base pay for payroll purposes.

C. The following shall be the schedule of payments for years of continuous and uninterrupted years of service to the Township.

1.	1 - 3 years	No Compensation
2.	4 - 9 years	\$200 per year
3.	10 - 14 years	\$400 per year in addition to the above
4.	15 - 19 years	\$600 per year in addition to the above
5.	20 years and over	\$800 per year in addition to the above 3 provisions

D. It is hereby acknowledged and agreed that the implementation of this provision, effective January 1, 1981, shall be based on total and complete years of service. This is to mean that the \$200 per year compensation provision shall not be made until after four full years of service have been completed; \$400 per year shall not be paid until after 10 years of service have been completed, \$600 after 15 years, and \$800 after 20 complete years.

E. After 17 years of service, longevity shall be added to base pay for payroll purposes effective with execution of this agreement.

ARTICLE VIII  
UNIFORM ALLOWANCE

A. The Township will supply uniforms to all members of the Police Department upon their hiring.

B. Thereafter, each officer shall be allocated \$650 in 1991; \$675 in 1992 for the maintenance and replacement of uniforms and equipment. Seventy five dollars (\$75.00) of the receipts must be for the purchase of ammunition.

C. Receipts for all uniform and equipment expenses must be submitted by January 1st of each year to the Chief of Police. The actual receipts for the previous year shall be used by the Chief of Police to compute the amount of cash allowance each officer will be entitled to in the current year. Clothing allowance is payable in the second pay period of February subject to budgetary restrictions.

D. A maximum of \$200 will be allowed for maintenance and cleaning of uniforms.

ARTICLE IXHEALTH BENEFITS

A. Effective July 1, 1984, the Township shall provide all employees within the bargaining unit and their dependents at no cost to employee, hospitalization coverage currently designated the Blue Cross / Blue Shield PACE Plan, or amended to its equivalent. It is understood that this benefit is provided for fulltime, active members of the Pequannock Township Police Department and their dependents only.

B. The Township agrees to provide a welfare fund to the PBA in the amount of \$2500 for 1991, and \$3500 for 1992.

ARTICLE XPROBATION

A. All newly hired Police Officers shall be subject to a one-year probation period (except where State Statute provides a longer period).

During this time, the newly hired Officer may be dismissed or demoted without cause.

B. New police officers shall be placed in the probationary salary range. Upon completion of their probationary period, they shall automatically be placed at the minimum patrolman classification.

C. A Patrolman, upon being promoted to the rank of Sergeant, shall be on probation for a period of six months. The salary of the new Sergeant, while on probation, shall be 70% of the difference between top Patrolman and Sergeant's salary.

ARTICLE XITRAINING

A. Police officers may be required to attend police training schools and seminars at the discretion of the Chief of Police.

B. Voluntary attendance and completion of at least one approved training session will be a consideration in determining merit pay increase.

C. The Department will provide, for each Officer, (300) rounds of duty ammo or it's equivalent for practice with the Department issued firearm subject to budgetary limitations (CCI Blazer Ammo cal.45 -ACP 200 gr JHP.)

This ammo is to be used by the individual Officers for practice and that practice will be on the Officer's own time and convenience.

ARTICLE XII  
COLLEGE CREDITS

A. Police officers employed prior to January 1, 1987 shall receive payments amounting to \$670 per annum upon completion and award of an associate degree in police science and \$1,200 per annum upon completion and award of a bachelor's degree in police science, provided that the degrees are awarded by an accredited college or university. Said payments shall be added to the officer's annual salary, effective upon receipt of the degree and verification by the Chief of Police.

B. It is agreed that officers who have been receiving payments for college credits under the terms of previous contractual agreements between the Township and the PBA shall continue to receive payments they had accumulated through August 1979; however, no further accumulation of payments shall be paid after August, 1979, except as provided for in paragraph A above.

C. Officers hired after January 1, 1987 will not receive the college credit allowance until completion of their fifth year.

ARTICLE VIIILEGAL DEFENSE

A. The Township shall provide false arrest insurance coverage for all police officers.

B. The Township will provide an Attorney and pay resulting legal fees for the defense of any officer charged with a criminal or civil complaint arising from the performance of his duties. The Attorney shall be of the Township's choosing. These provisions will not apply to departmental hearings.

## ARTICLE IV

NO-STRIKE

The PBA recognizes that the performance of police services is an essential function of the Township government. Accordingly, it recognizes and accepts its responsibility to provide uninterrupted, continuous police services. PBA agrees that it will not participate in or condone a strike, work slow down or engage in any extraordinary police activity, so as to be in accordance with State law. This is not to be construed in any way to limit or restrict the PBA from engaging in non-disruptive grievance procedures.



## ARTICLE XV

GRIEVANCE PROCEDURE AND ADJUDICATION

Section 1. Any differences or dispute between the Township and the PBA relating to the terms and provisions of this Agreement in its interpretation or application or the enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall hereafter be referred to as a "grievance".

## STEP 1.

- a. The grievance shall be discussed orally between the employee and his immediate supervisor.
- b. If no satisfactory settlement is reached during the first conference, then such grievance shall be reduced to writing by the employee and the supervisor shall serve same upon the Chief of Police.

## STEP 2.

Within three (3) working days thereafter, the grievance shall be discussed between the Chief of Police and the employee. In the event the grievance is not satisfactorily settled by the discussion, the moving party may appeal the grievance in writing to the Township Manager.

Upon receipt of an appeal, a meeting shall be scheduled to discuss the grievance within ten (10) days of receipt of the appeal unless extended by mutual agreement. The decision of the Township Manager shall be made not later than five (5) working days after the meeting is held.

STEP 3.

In the event the grievance is not satisfactorily resolved in STEP 2, then both parties agree that within ten (10) calendar days either party may request the New Jersey State Public Employment Relations Commission to aid them in the selection of an Arbitrator, according to the rules and regulations of that Commission, who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

Section 2. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 3. The cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the Arbitrator, shall be shared equally between the Association and the Township.

Section 4. The employee shall be entitled to be represented at all stages of the grievance procedure after STEP 1 by the Association's grievance committee and/or an attorney at law.

ARTICLE XVIOTHER ISSUES

It is further agreed that any increased benefits relating to dental or prescription drug plans, holidays or vacation granted to all other full-time Township employees shall also be automatically provided to the members of the PBA, effective upon the same date as provided to all other employees.

ARTICLE XVII  
TERMS OF AGREEMENT

This Contract shall take effect from January 1, 1991, and shall remain in full force and effect through December 31, 1992, subject to the PBA's right to negotiate over a successor agreement as provided herein. During the term of this Contract, no item may be changed, altered or modified except with the mutual concurrence of both the Township and the PBA.

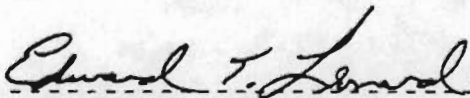
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Pequannock Township, New Jersey on the 14<sup>th</sup> day of May, 1991.

PEQUANNOCK TOWNSHIP PBA # 172

TOWNSHIP OF PEQUANNOCK  
MORRIS COUNTY, NEW JERSEY

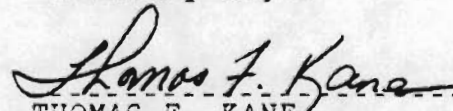
By:

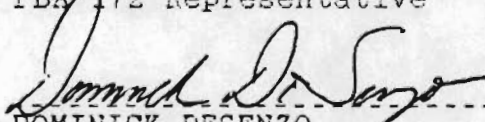
By:

  
-----  
EDWARD T. LEONARD  
PBA 172 Negotiator

  
-----  
TUCKER PLATT  
Township Mayor

  
-----  
JOSEPH M. KEEVES  
PBA 172 Representative

  
-----  
THOMAS F. KANE  
Township Manager

  
-----  
DOMINICK DESENZO  
PBA 172 Acting Pres.