

3-0182

THIS DOES NOT
CIRCULATE

11/76 12/2/76

AGREEMENT

AGREEMENT, dated the 10th day of May,
1976, by and between the Township of Galloway, State of New Jersey
State Policemen's Benevolent Association, Mainland Local number
seventy seven hereinafter referred to as "PBA #77".

Article 1

ARTICLE I - PURPOSE

This agreement is entered into pursuant to the provisions
of Chapter 303, Laws of 1968 (N.J. Revised Statute 34:13a-5.1 et seq.)
of the State of New Jersey, to promote and ensure harmonious relations,
cooperation and understanding between the Township and its employees,
to provide for the resolution of legitimate grievances; to prescribe the
rights and duties of the Township and its employees; all in order that
the public service shall be expedited and effectuated in the best in-
terests of the citizens of the Township of Galloway.

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ARTICLE II - EMPLOYEE REPRESENTATIVE

A. MAJORITY REPRESENTATIVE

The Township recognizes the "Majority Representative" of PBA #77 as the exclusive negotiating agent for all regularly appointed, full time police personnel within the Township of Galloway, hereinafter referred to as the "Employees". The Township and Employees agree that the Majority Representative of PBA #77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for the adjustment of disputes and grievances and all other related matters. The Majority Representative shall be appointed according to the procedure set forth in N.J. Rev. Stat. 34:13a-5.3 et seq. and shall have all the rights and privileges pursuant thereto.

B. STEWARD

PBA #77 has appointed Patrolman Lawrence Mannery of the Galloway Township Police Department as the P.B.A. Steward for the duration of this agreement, and in his absence, Lt. Edward Hepburn as the alternate Steward and they shall be granted all the rights and privileges thereto.

ARTICLE III - GRIEVANCE PROCEDURE

DEFINITION - A grievance is any dispute between the parties concerning the application or interpretation of the agreement or any complaint by an employee as to any action or non-action which violates any right arising from his or their employment.

STEP I - All grievances by an employee and responses thereto, by the Township shall be submitted in writing within ten (10) days of its occurrence or the knowledge of its occurrence. PBA #77 shall appoint an "Association Grievance Committee", hereinafter referred to as the "Committee", and the Committee shall receive, screen and process all grievances within five (5) days of written receipt. The resolution of grievances shall take place without discrimination and irrespective of membership in or affiliation with PBA #77.

STEP II - If the Committee is not able to resolve the grievance within five (5) days after screening and acceptance of a grievance, it shall submit the grievance to the Chief of Police. The Chief of Police must recommend a decision in writing, within five (5) days of receipt of the grievance to the Township Manager.

STEP III - The Township Manager must render a written decision regarding the grievance within fifteen (15) days of receipt of the recommendation of the Chief of Police.

STEP IV - In the event the grievance is not resolved in Step III, either party may refer the matter for impartial binding arbitration. Any party wishing to move a grievance to arbitration shall notify the New Jersey Public Employment Relations Commission within ten (10) days of receipt of the decision in Step III that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Township and the Committee.

ARTICLE III - CONTINUED

If the Township and Committee cannot mutually agree to a satisfactory arbitrator within fifteen (15) days of receipt of the list from the Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement, he shall render his award in writing which shall be final and binding on all parties. The cost of the arbitrator's fee shall be shared equally by the Township and PBA #77 as required in Chapter 303.

Any steward or officers of PBA #77, employed by the Township, whose presence is required in the grievance procedure shall be released from work without loss of pay for such purpose and any witnesses employed by the Township, reasonably required, shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Time extensions in any step of the grievance procedure may be mutually agreed to by the Township and Committee. All such extensions shall be in writing and signed by a representative of the Township and a representative of the Committee.

ARTICLE IV - NON-DISCRIMINATION

The Township and Employees both recognize that there shall be no discrimination by reason of sex, creed or racial origin, with respect to employment, employment conditions and/or promotions. The Township further agrees that it will not interfere with nor discriminate against an employee because of membership in or affiliation with, or legitimate activity on behalf of PBA #77, nor will the Township encourage membership in any other association or union nor do anything to interfere with the representation of the employees by PBA #77.

ARTICLE V - BULLETIN BOARD

The Township shall permit the use of a bulletin board, located in the Police Department in an area accessible by all employees therein, to PBA #77 for the purpose of notices concerning PBA business and activities.

ARTICLE VI - MANAGEMENT RIGHTS

It is understood by PBA #77 and the Employees that nothing contained in this agreement shall alter or deprive the Township of any of its rights to govern the Police Department as set forth in the Township Charter or any State law or regulation.

The Township, PBA #77 and the Employees understand and agree that the supervisory officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this agreement and they shall be objective in their dealings with all personnel subordinate to them.

ARTICLE VII - STRIKES

PBA #77 and the employees assure and pledge to the Township that their goals and purposes are such as not to condone strikes, work stoppages, slowdowns, sickouts or any other such method which would interfere with police service to the public or violate the Constitution and laws of the State of New Jersey. PBA #77 and the employees will not initiate such activities nor advocate or encourage other employees to initiate the same. PBA #77 and the employees will not support any member of the Association acting contrary to this provision.

ARTICLE VIII - POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Laws of 1968, of the State of New Jersey, the Township agrees that every policeman shall have the right freely to organize, join and support the PBA #77 and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Township agrees that it shall not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by Chapter 303 or other laws of the State of New Jersey and the Constitution of the United States; that it shall not discriminate against any employee with respect to hours, wages, or other terms and conditions of employment by reason of his membership in the PBA or its affiliates, or his participation in any of their activities, or his institution of any grievance or proceeding under this agreement. Elected officers of PBA #77 employed by the Township shall be granted time off from their regular work schedule to attend negotiating sessions, grievance proceedings and meetings of PBA #77 provided that the efficiency of the police department as determined by the Chief of Police is not seriously affected and such matters shall apply to the employees of the Township.

ARTICLE IX - HOLIDAYS

Effective January 1, 1976, all employees covered by this agreement shall receive pay, based on their daily rate of compensation, for twelve (12) holidays in lieu of taking time off for these holidays, annually. Said accumulated pay shall be paid on the first pay day in December each year. An employee during his first year of employment will be entitled to the number of those holidays which fall between his date of employment and the end of the calendar year. These holidays include:

New Years Day

President's Day

Good Friday

Memorial Day

Independance Day

Labor Day

General Election Day

Columbus Day

Veterans Day

Thanksgiving

December 24

Christmas Day

ARTICLE X - VACATIONS

A. An employee, after completing one years service, and according to the following schedule thereafter, shall be entitled to a paid vacation annually:

- Upon completing 1 years service and until the completion of 5 years.....10 working days
- Upon completing 5 years service and until the completion of 10 years.....12 working days
- Upon completing 10 years service and until the completion of 20 years.....18 working days
- Upon completing 20 years service and thereafter.....20 working days

B. It is the intent of this Article to ensure that personnel covered by this agreement shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off including, but not limited to Holidays referred to in Article IX, that fall during the vacation period shall not be computed as part of the vacation. This Article shall be in effect from January 1, 1976. It is further agreed by the Township that the vacation days to which the employees are entitled are not cumulative and will be given off by the end of the calendar year in which they are earned. In the event that scheduled vacations during the last two calendar months of the year are interrupted or canceled due to emergency situations, as certified by the Township Manager and the Chief of Police, and such vacation time cannot be taken by the end of the calendar year, then all or part of such vacation time, as the case may be, shall be extended into the next calendar year the scheduling of which shall be determined by the Chief of Police.

ARTICLE XI - LEAVES

A. SICK LEAVE

(1) DEFINED - Sick leave is hereby defined as absence from post of duty by an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family who is seriously ill and require the care and attendance of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave by the employee after three consecutive days sick leave, or leave in attendance of a member of the employee's immediate family. In the case of an illness of a chronic or recurring nature, causing an employee's periodic or repeated absence for three days or more, only one medical certificate shall be required for every six (6) month period as sufficient proof of need of sick leave by the employee; provided however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor may be required.

(2) ACCUMULATION - Every employee covered by this agreement shall, in addition to his or her paid vacation and holidays, be granted sick leave as defined above, with pay, for not less than one (1) working day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to utilize any or all such accumulated leave if and when needed and shall be entitled to utilize such leave upon retirement as terminal leave with pay. The Township shall not require any of its employees who may be disabled through injury or illness as a result of, or arising from, his respective employment, to utilize the sick leave accumulated under this section.

ARTICLE XI - LEAVES CONTINUED

B. FUNERAL LEAVE

(1) Special leave of absence with pay up to a maximum of four (4) working days shall be granted to any employee in case of death within his immediate family.

(2) The term "immediate family" shall include only father, mother, step-parent, mother-in-law, father-in-law, grandparent, sister or brother, spouse, child or foster child of an employee, or relatives residing in his household.

(3) The special leave period shall commence immediately following the death of such persons and the notification of the department by the employee, and is for the sole purpose of arranging and attending funeral services. Such special leave may be extended without pay at the discretion of the Chief of Police. The extended special leave, if granted, shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

C. INJURY LEAVE

(1) Injury leave shall be granted with full pay to employees disabled through injury or illness as a result of, or arising from their respective employment.

(2) Any amount of salary or wages paid or payable to employees because of leave pursuant to this section (c) shall be reduced by the amount of workmen's compensation awarded under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the injury or illness requiring such leave.

D. LEAVE FOR PBA MEETINGS

The Executive Delegate and President (or appointed alternates) of PBA #77 shall be granted leave from duty with full pay for all meetings of the PBA when such meetings take place at a time when such officers are scheduled to be on duty, provided the affected officer gives reasonable written notice to the Chief of Police.

ARTICLE XII - SALARY, LONGEVITY, OVERTIME

A. BASE SALARY

Commencing January 1, 1976, the annual base salaries to be paid the following employees of the Township shall be as follows and the pay periods shall continue in the current practice.

LIEUTENANT.	\$12,880.00	per annum	
SERGEANT.	12,340.00	"	"
SENIOR PATROLMEN (After 3 years service).	11,800.00	"	"
PATROLMAN entering his 3rd year	11,000.00	"	"
PATROLMAN entering his 2nd year	10,000.00	"	"
PATROLMAN completing training Academy	9,300.00	"	"
PATROLMAN upon entry.	9,000.00	"	"

All salary increases shall be paid retroactive to January 1, 1976. It is understood that salary negotiations for the year beginning January 1, 1977 shall only be open with respect to Senior Patrolmen, Sergeants and Lieutenants.

B. OVERTIME

(1) Overtime shall consist of all hours worked in excess of eight (8) hours per day, or forty (40) hours per week.

(2) All employees covered by this agreement shall, in addition to their base salaries, be paid one and one half times their hourly rate of base pay, and computed on the basis of an eight hour day, forty hour work week for all overtime hours worked on Court appearances and unscheduled overtime spent on emergencies and other extra duty activities, approved by the Chief of Police and the Township Manager. All overtime payments shall be paid in the pay period immediately following the period in which it was worked.

C. LONGEVITY

(1) Each employee covered by this agreement shall be paid

C. LONGEVITY (Continued)

in addition to and together with his or her annual base salary as listed in Article XII, Section A, additional compensation based upon the length of his or her service as fixed and determined according to the following schedule.

<u>YEARS SERVICE</u>	<u>PERCENT ANNUAL BASE SALARY</u>
Completing 5 years	2%
Completing 10 years	4%
Completing 15 years	6%
Completing 20 years	8%
Completing 25 years	10%

Longevity pay shall be computed on the basis of the employee's anniversary date of employment each year and will be paid in the same pay periods bimonthly.

ARTICLE XIII - ACTING OFFICER

Any employee who shall have been appointed by the Township Manager to act for a senior officer and who shall have performed the duties thereof, for a continuous period of thirty days shall thereafter be granted compensation appropriate to such office for the time so held. This Section is effective from January 1, 1976.

ARTICLE XV - HOSPITALIZATION INSURANCE

A. The Township agrees to provide New Jersey Blue Cross and Blue Shield hospitalization insurance with Rider "J" for all employees covered by this Agreement, at the Township's expense.

B. The Township further agrees to provide major medical insurance for all employees covered by this agreement, at the Township's expense.

ARTICLE XIV - COLLEGE ALLOWANCE

The Township and PBA #77 agree that the amount and quality of an employee's education often determines the value of his contribution to the community and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage the employees to achieve the advantages of higher education and in order to attract applicants with the advantages of higher education, the Township agrees that each employee who received or who has received academic credits for study in any institution of higher education which offers a curriculum leading to or accreditable toward a Baccalaureate or Associates degree in law enforcement and which is an accredited institution of higher learning, shall be paid an allowance in the amount of fifteen dollars (\$15.00) per year per credit up to a maximum of \$500.00. Payments for all credits attained by existing employees shall be credited to the base salary of the following year. Payments for new employees shall be computed as part of their entry salary. Courses must first be approved by the Chief of Police and the Township Manager and a grade of "C" or better and credits earned must be verified by an official transcript. The Township also agrees to pay the cost of the necessary and required books each semester.

ARTICLE XVI - CLOTHING ALLOWANCE

In addition to any other benefit under this agreement, every employee shall be entitled to an allowance for the cleaning and maintenance of his clothing and uniforms in the sum of one hundred (\$100.00) dollars yearly. Said allowance shall be paid on the first pay day in December, 1976. It is understood that this allowance is not for the purchase or replacement of uniforms or clothing, but is for the expense of cleaning and maintenance of same.

It is further agreed that a clothing allowance for all uniformed personnel will be granted in the sum not to exceed two hundred (\$200.00) dollars annually for the replacement and purchase of same. All detectives and plainclothes personnel will be granted two hundred (\$200.00) dollars annually to purchase the necessary clothing for their assignments. Said allowance shall be paid on the presentation of the appropriate township vouchers.

ARTICLE XVII - CONTINUATION OF BENEFITS

NOT COVERED BY THIS AGREEMENT

All practices and conditions not covered by this agreement shall continue to be governed, controlled and interpreted by reference to the Township Charter, ordinances, rules and regulations of the police department, and any present or past benefits which are enjoyed by employees covered by this agreement, that have not been included in this agreement and which are not inconsistent with this agreement shall be continued, provided however that this shall not pose any limitations upon the Township to negotiate any past benefits as part of any new contract.

ARTICLE XVIII - SAVINGS CLAUSE

(1) In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable law of the State of New Jersey, such determination shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

(2) In the event that any provision of this Agreement conflicts with any Township Ordinance, the Township agrees that such ordinance shall be repealed or amended to conform to the terms of this Agreement.

ARTICLE XIX - DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 1976, until midnight December 31, 1976.

The parties agree that negotiations for a successor agreement and modifying, amending or altering the terms and provisions of this Agreement shall commence no later than September 1, 1976. It is understood that PBA #77 is seeking a successor agreement commencing from January 1, 1977 as limited by the provisions set forth in Article 12 A. This Agreement shall remain in full force and effect until a successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on the 10th day of May, 1976.

ATTEST:

TOWNSHIP OF GALLOWAY

Audrey P. Woods

BY:

[Signature]

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
MAINLAND LOCAL NUMBER 77

BY:

[Signature]

Majority Representative

Signed, sealed and delivered

in the presence of:

Leona M. Toltowicz

NOTARY

