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THIS BOOK DOES
NOT CIRCULATE

CONTRACT

Between:

TOWNSHIP OF PEQUANNOCK

MORRIS COUNTY, NEW JERSEY

LIBRARY
Institute of Management and
Labor Relations

APR 25 1975

RUTGERS UNIVERSITY

and

PEQUANNOCK TOWNSHIP PBA #172

January 1, 1974, through December 31, 1976

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 as follows: It being, however, expressly understood that the Township of Pequannock Salary Ordinance shall implement the terms of this Contract.

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

ARTICLE I

PBA 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.

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 negotiations 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 Township Manager in connection with the revision of the present departmental rules and regulations.

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 as established by the Chief of Police.

B. A police officer who is required to work longer than his regular tour of duty shall be paid for the overtime at one and one-half times the hourly rate, upon the approval of the Chief of Police.

C. Police officers shall be compensated for court duty at the rate of \$10 per municipal court appearance and \$15 per County court appearance when not on regular duty.

D. Members of the Detective Bureau shall not be entitled to be paid for overtime work. In lieu of overtime the members shall receive the sum of \$700 per year in addition to their regular salary.

ARTICLE III

HOLIDAYS

A. The Township agrees to provide twelve paid holidays to each police officer.

B. If the police officer is required to work on a scheduled holiday, the officer shall be compensated at regular rate for the holiday. Holiday pay may be accumulated during any one calendar year and be paid in the first pay check in December with the approval of the Chief of Police. 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.

C. The designated holidays are:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

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

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
8 years of continuous service	-	3 weeks
15 years of continuous service	-	4 weeks

B. Vacation time may be accumulated to a maximum of 5 weeks and no time in excess of 5 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.

ARTICLE V

SICK 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 120 days of unused sick leave.
- C. At retirement (termination in good standing after 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 3 sick days previously accumulated.
- D. In extenuating circumstances, the Township Manager may grant long-term sick leave at full rate of pay for 6 months, upon proper medical determination. An additional 6 months leave may be provided at 1/2 of the officer's regular rate of pay--these provisions to 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 6-month period of the injury. After the first 6-month period, the Township will continue to provide full salary until 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 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 upon his return to work and 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 or physicians chosen by the Township Manager and paid by the Township certifying to the officer's complete recovery.

G. Each officer may be granted 2 personal days each year with pay for emergency purposes at the discretion of the Chief of Police and approval of the Township Manager.

H. The Township shall reimburse the PBA for group hospitalization insurance expenses in the same ratio in accordance with the standard hospitalization policy as established by the Township Council.

ARTICLE VI

SALARIES

A. In 1974, all police officers shall receive a 5% cost of living adjustment effective January 1, 1974. All officers shall also be eligible for a merit increase of from 0% - 5%, effective on their anniversary date subject to paragraph D below.

B. Effective upon each officer's anniversary date in 1975, the following salary scale shall be implemented. Each officer shall be placed on the scale, within rank, in his next highest salary step. If such placement results in less than a 3% salary adjustment, the individual officer shall be eligible for a merit increase into the next highest step.

<u>Rank</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
Probation (Start)	9,500			
Patrolman	10,600	11,350	12,100	12,850
Sergeant	13,700	14,450		
Lieutenant	15,450	16,200		

C. If during the calendar year of 1975 the Consumer Price Index for urban wage earners and clerical workers, New York - northeastern New Jersey, as determined by the U. S. Department of Labor, increases by more than 5%, the Township agrees to negotiate a cost of living adjustment with the PBA to be effective January 1, 1976.

D. All pay increases other than cost of living adjustments shall be based strictly upon meritorious job performance as recommended by the Chief of Police and approved by the Township Manager. Effective in 1974, it is agreed that a merit Review Board will be established consisting of the 3 department 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 non-binding 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.

E. The anniversary dates for all present police officers shall be either January 1 or July 1 of the year hired or promoted. The anniversary date of any new officers shall be their date of hire.

F. All officers shall be eligible for an additional increase of \$200, based upon merit, under the same yearly schedule of longevity service as included in Article VII, Section C.

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 upon base pay and the officer's anniversary date. The pro rata amount shall be added to the officer's regular paycheck.

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

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

D. To implement the above provisions on the officer's anniversary date in 1975, each officer shall be given credit for years of service from his date of hiring. The monetary provisions of the plan, however, will be implemented on a noncumulative basis. This is to mean that an officer with 10 - 14 years' service shall receive \$400 in longevity pay. An officer with 15 - 19 years' service shall receive \$600. An officer with 20 years or more service shall receive \$800.

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 \$250 per year for maintenance, cleaning and replacement of uniforms. In addition, each officer shall be entitled to an additional sum of \$50 per year for uniform expenses, if necessary. Any unused amount of uniform allowance may be accumulated from year to year.

C. Receipts for all uniform expenses must be submitted on an annual basis to the Chief of Police. The actual receipts for each year shall be used by the Chief of Police to compute the amount of cash allowance each officer will be entitled to in the following year.

ARTICLE IX

PROBATION

A. All police officers shall be subject to a 6-month probation period (except where State Statute provides a longer period) for hirings and promotions. During this time, the officer may be dismissed or demoted without cause.

B. New police officers hired after January 1, 1975, shall be placed in the probationary salary range. Upon completion of their probationary period they shall automatically be placed in Step I patrolman salary classification. Upon their anniversary date, they shall be eligible to be reclassified into Step II of the patrolman salary range.

ARTICLE X

TRAINING

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

B. Volunteer attendance and completion of at least one approved training session is a condition of merit pay increase.

C. Attendance at training schools and seminars shall be scheduled at the discretion of the Chief of Police. Whenever possible, the attendance will be scheduled during an officer's regular daily tour of duty. If an individual training session extends past the man's regular daily tour of duty he may be required at the Chief's discretion to continue the training program and receive no additional compensation.

ARTICLE XI

COLLEGE CREDITS

Members of the Police Department (except Chief) will receive \$10.00 per annum for each college credit hour completed toward a degree in Police Science. Credits eligible for compensation will be established in January and August of each year by the Township Manager upon the recommendation of the Chief of Police, subject to the following provisions:

- A. Course must be taken on employee's own time.
- B. Course must be from an accredited college or university.
- C. Course must be credited by college toward Police Degree.
- D. No credit given for coursework receiving a grade below "C."
- E. Academic dismissal or termination of studies without having obtained a degree for more than one year shall result in a complete loss of all credits accumulated provided, however, that this provision may, in individual cases, be suspended by the Manager where an individual is precluded from study for more than one year for causes beyond his control.

ARTICLE XII

LEGAL 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 complaint arising from the performance of his duties whether on or off official duty. The attorney shall be of the Township's choosing. These provisions will not apply to departmental hearings .

ARTICLE XIII

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 XIV

TERM OF AGREEMENT

This Contract shall take effect from January 1, 1974, and shall remain in full force and effect through December 31, 1976, and thereafter from year to year unless either party shall give notice in writing no sooner than one-hundred and twenty (120) nor later than ninety (90) days in advance of the expiration date of this Contract of a desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. 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 this 15th day of August, 1974.

PEQUANNOCK TOWNSHIP PBA #172

TOWNSHIP OF PEQUANNOCK
MORRIS COUNTY, NEW JERSEY

By:

Joseph P. Reeves

Robert L. Vucelich

Louis Behrens

Edward H. Woodh

Paul L. Kelt

By:

Ronald H. Kusan
(Mayor)

David J. Ferguson
(Manager)