

*Contract no. 1206*

TOWN OF NEWTON

AND

NEWTON SUPERIOR OFFICERS' ASSOCIATION

AGREEMENT

January 1, 1990 through December 31, 1992

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SERGEANTS' CONTRACT

THIS AGREEMENT, dated the 10th day of December , 1990,  
between the TOWN OF NEWTON, a municipal corporation of the State  
of New Jersey, hereinafter referred to as the "TOWN" and the  
NEWTON SUPERIOR OFFICERS' ASSOCIATION, hereinafter referred to as  
the "ASSOCIATION":

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ARTICLE I - PURPOSE

This Agreement is entered into to promote and ensure harmonious relations, cooperation and understanding between the Town and those members of the Association employed thereby.

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ARTICLE II - INTENT

It is the intention of the parties involved that this Agreement be constructed in harmony with the Rules and Regulations of the Civil Service Commission, Public Employment Relations Commission Rules and Regulations, Statutes of the State of New Jersey, Ordinances of the Town, and the Rules and Regulations of the Police Department.

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ARTICLE III - RECOGNITION

The Town recognizes the Newton Superior Officers' Association as the exclusive negotiating agent and representative for all sworn Sergeants employed by the Town within the Newton Police Department.

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### ARTICLE IV - MANAGEMENT RIGHTS

The Town retains unto itself without limitation the powers, rights, authority and responsibilities conferred upon it and vested in it prior to the signing of this Agreement by the Laws and Constitution of the United States and the State of New Jersey and of its Revised General Ordinances, including but not limited to the right to:

- 1) Executive management and administrative control of the Town government and the activities of its employees;
- 2) Determine qualifications for employment, hire all employees according to applicable law, transfer, suspend, demote, promote, or discharge employees for good and just cause.

The exercise of the powers, rights, authority, and responsibility of the Town shall be limited only by the specific and express terms of this Agreement, and then only to the extent consistent with the Constitution and Laws of the United States and the State of New Jersey and the ordinances of the Town.

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### ARTICLE V - EMPLOYEE RIGHTS

The Town will encourage the full security of all individual rights and privileges of its employees as citizens in a democratic society consistent with their duties and responsibilities as employees of the Town.

When the Executive Delegate of the Association is a Town employee, he shall be granted leave from duty with pay one day per month to attend to Association business, providing he notifies the Scheduling Officer at least seven (7) days in advance of any said absence from duty; and further providing he submits in a timely manner a written report each month to the Police Chief detailing activities of the Association which affect or might be of interest to the Police Chief, the Town Manager or the Town Council, including but not limited to, briefs of proposed legislation affecting Police and Police Departments.

This Agreement shall not exclude any benefits by which Association members by reason of their employment by the Town are presently entitled.



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### ARTICLE VI - GRIEVANCE PROCEDURE

Definition: A grievance is any dispute between the parties concerning the application or interpretation of this Agreement and may be raised by a member of the Association or an official of the Town.

The purpose of the grievance procedure is to gain at the lowest possible level, an equitable solution to a question or problem affecting the terms or conditions of this Agreement. Nothing herein implies that any individual or Town official cannot attempt to informally solve a question or problem without going into this formal procedure.

Steps in Grievance Procedure:

Step 1. The aggrieved shall institute action under this section within five (5) calendar days after the event giving rise to the grievance has occurred, notifying the Association Grievance Committee or the Police Chief, indicating in writing the nature of the grievance.

Step 2. Should there be sufficient grounds to indicate there is in fact a grievance, it shall be processed by filing in writing to the opposite party (Police Chief or Chairman of the Association Grievance Committee) within ten (10) calendar days of the original event, the complete nature of the grievance. The Police Chief or his designee, or the Chairman of the Association Negotiating Committee or his designee, shall file a written answer within ten (10) calendar days of receipt of the grievance.

Step 3. Should the parties fail to agree, the Chairman of the Association Negotiating Committee or the Police Chief may refer the matter in writing to the Town Manager within five (5)

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calendar days of the Step 2 decision, and the Town Manager shall arrange a meeting of the parties concerned and render a decision within ten (10) calendar days of said meeting.

Step 4. Should the aggrieved still be unsatisfied, he has the right to file a request for Town Council review of the aggrieved matter to the Clerk of the Council. The Town Council's answer must be given within ten (10) calendar days after hearing the matter and reviewing the case, should it choose to do so.

Step 5. Should the grievance not be settled at this stage, the matter shall be referred to the Civil Service Commission or Public Employees Relations Commission (PERC), or other appropriate judicial review agency according to applicable Statute.

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### ARTICLE VII - DUTIES OF OFFICERS

Sergeants, and Senior Patrolmen in the absence of Sergeants, will have patrol shift activities to include assignment of patrol responsibilities and areas of coverage, proper dress, roll call at the beginning of each shift, and proper relief of shift to next shift supervisor.

Patrol Officers are required to be in uniform and ready to assume patrol at the beginning of the duty shifts.

Patrol Officers are required to remove the keys from the ignition of patrol vehicles when the vehicles are unattended, except in emergency situations.

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ARTICLE VIII - LONGEVITY

There shall be added to and made a part of the remuneration of each Police Sergeant covered by this Agreement, an amount equal to a certain percent of the salaries and wages fixed for each said person, based on the completion of a certain number of years of cumulative service in and for the Town of Newton as follows:

<u>Amount Equal To</u>	<u>Years Cumulative Service</u>
2%	5
4%	10
6%	15
8%	20
10%	25

Such additional compensation shall be paid notwithstanding the maximum salaries or wages provided in Article XVII and shall be paid at the same time and in the same manner as regular salaries and wages. Such longevity pay shall be based on the earnings of the normal work week and longevity shall not be added to over-time remuneration.

For any Police Officer whose anniversary date of cumulative period of five (5) years service falls between July 1st and December 31st, his longevity payment will take effect on the next January 1st. For any Police Officer whose anniversary date of cumulative period of five (5) years service falls between January 1st and June 30th, his longevity payment will take effect on the next July 1st.

Effective January 1, 1992, ten percent (10%) longevity will be granted after 24 years of service according to the terms outlined above.

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### ARTICLE IX - CLOTHING ALLOWANCE

During the 1990 calendar year, the Town shall budget Four Hundred Seventy-Five Dollars (\$475.00) for each Sergeant covered by this Agreement for clothing purchase and maintenance. The Town shall pay semi-annually during the months of April and October Two Hundred Thirty-Seven Dollars and Fifty Cents (\$237.50) to each Sergeant covered by this Agreement for a minimum of ninety (90) days.

During the 1991 calendar year, the Town shall budget Four Hundred Seventy-Five Dollars (\$475.00) for each Sergeant and shall pay semi-annually during the months of April and October Two Hundred Thirty-Seven Dollars and Fifty Cents (\$237.50) to each Sergeant covered by this Agreement for a minimum of ninety (90) days.

During the 1992 calendar year, the Town shall budget Four Hundred Seventy-Five Dollars and (\$475.00) for each Sergeant and shall pay semi-annually during the months of April and October Two Hundred Thirty-Seven Dollars and Fifty Cents (\$237.50) to each Sergeant covered by this Agreement for a minimum of ninety (90) days.

Those Sergeants covered by this Agreement shall be required to maintain sufficient numbers of all authorized uniform items and equipment in acceptable condition consistent with an established inventory policy, and be ready to stand inspection at the discretion of the Police Chief, or on notice of the Town Manager.

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ARTICLE X - HOLIDAYS

The employees covered by this Agreement shall receive credit for a day off on a day-for-day basis or 120 hours for the following twelve (12) holidays, although they may be required to actually work on the holiday itself because of shift duties:

New Years Day  
Martin Luther King Day  
Washington's Birthday  
Good Friday (1/2)  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day After Thanksgiving  
December 24th p.m. (1/2)  
(Provided such day does not  
fall on a Saturday or Sunday)  
Christmas Day

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ARTICLE XI - WORK WEEK

The standard work week for all employees covered by this Agreement shall be an average forty (40) hours per week in a fourteen (14) day work cycle having tours of duty consisting of eight (8) ten (10) hour shifts, or as otherwise established by the Police Chief and approved by the Town Manager.

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ARTICLE XII - CALL-BACK

In the event of a call-back to duty for an emergency, school crossing, breathalyzer operation, court appearance, or any other similar duty, such employee shall be credited with a minimum of two (2) hours over-time.



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### ARTICLE XIII - OVER-TIME

Over-time shall consist of all hours worked in excess of the regularly scheduled shift or work performed on a scheduled day off.

For the purpose of this Agreement, a scheduled work day which is taken as a sick or vacation day shall be construed as a day worked, except that any employee covered by this Agreement who takes a sick or vacation day and is subsequently called back to work as a shift replacement on the same calendar date shall be credited with a normal day worked and shall not receive over-time for such work.

Sergeants, except those working in the capacity of Detective, shall receive time and one-half for all hours worked in excess of eighty (80) hours in a fourteen (14) day cycle; excepting those over-time hours worked in an administrative capacity such as, but not limited to, attending staff meetings, preparing special reports for the Chief, or attending special functions as a representative of the Department for which no extra payment will be made. All hours worked less than eighty (80) hours in a fourteen (14) day cycle shall be paid on a straight time basis.

Sergeants will be fully compensated for valid over-time on the following regular pay day, provided that such over-time has been duly recorded and presented to the Police Chief by 8:00 a.m. on said regular pay day and is approved for payment.

The Detective shall not receive over-time pay, but shall receive compensatory time off at the rate of one and one-half to one (1.5 to 1) for all hours worked over the normal forty (40) hour work week. Additionally, the Detective shall receive a pro-

## SERGEANTS' CONTRACT

iciency pay in the amount of One Thousand Dollars (\$1,000.00) in 1990, 1991 and 1992 which will be added to the bi-weekly check. If more than 50 hours of compensatory time is accrued by December 1st of each year, the Town shall have the option of buying back those compensatory hours to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00), if the Detective agrees to the buy-back.

It is an acknowledged objective of the Newton Police Department to have a Sergeant on duty for each shift whenever feasible. Accordingly, Sergeants shall be given preference for over-time shift replacement in those instances when a Sergeant or higher level Police Officer is not on duty. In those instances where one or more Sergeants are on duty, it is understood that preference shall be given to Patrolmen for over-time shift replacement. A full explanation of the intent of this paragraph is incorporated under paragraph three of a letter to the Association representative and attached hereto.

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ARTICLE XIV - SICK LEAVE

Sergeants shall earn sick leave at the rate of fifteen (15) days per year, on a day-for-day basis. Three (3) of those days may be utilized as personal days each year. Sick leave may be accumulated from year to year, but personal days are to be non-cumulative and, if unused at the end of the calendar year, the remaining days shall revert to sick leave and be placed in the employee's accumulated sick leave bank. Sergeants will be required to provide reasonable notice of their requests to utilize personal days. If at the end of the calendar year, no more than three (3) personal days have been used and no sick days were taken, those personal days used will automatically be reinstated as accumulated sick leave.

Sick leave may be used for approved purposes only, and only when notification is made to the proper supervisor in sufficient time to secure a replacement for duty. A certificate from the employee's doctor may be required as sufficient proof of the need for sick leave.

Upon eligibility for full retirement or disability retirement, pursuant to the Police and Fire Retirement System, in 1990 and 1991, the Town will reimburse such Sergeants for sick time as follows:

10 Years of Service	5% of Accrued Sick Time
15 Years of Service	10% of Accrued Sick Time
20 Years of Service	15% of Accrued Sick Time
25 Years of Service	20% of Accrued Sick Time

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Effective January 1, 1992, the Town will reimburse such Sergeants for sick time as follows:

10 Years of Service	5% of Accrued Sick Time
15 Years of Service	10% of Accrued Sick Time
20 Years of Service	15% of Accrued Sick Time
25 Years of Service	25% of Accrued Sick Time

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ARTICLE XV - VACATION

Annual vacation leave with pay is earned as follows:

<u>Years of Service</u>	<u>Amount of Vacation Leave</u>
One Month through Five Years	12 10-Hour days/Year or 120 Hours
Sixth Year through Ten Years	14 10-Hour days/Year or 140 Hours
Eleventh Year through Fifteen Years	16 10-Hour days/Year or 160 Hours
Sixteenth Year through Twenty Years	19 10-Hour days/Year or 190 Hours
Over Twenty Years	21 10-Hour days/Year or 210 Hours

All vacations shall be taken during the current year, where possible, and vacation time shall not be accumulated beyond the current and immediately preceding calendar year.

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### ARTICLE XVI - WEAPONS QUALIFICATION

The Town agrees to supply one (1) box of official department ammunition per man per year. Additionally, the Town shall replace rounds of ammunition that have become unserviceable at least once a year, and rounds that have been expended in the line of police duty. All Officers shall qualify with their on-duty weapons at least twice a year, but each Sergeant, if he chooses, may be allowed to qualify as often as four (4) times per year. All Officers shall qualify with their on-duty weapons at least twice a year at times and dates set by the Firearms Instructor, and all ammunition used for qualification will be supplied by the Town without expense to Police Officers. The Town agrees to allow two (2) hours per quarter year over-time for each Officer for the purpose of qualifying with his weapon. The Town further agrees to allow the Range Officer sufficient over-time to qualify the entire department in excess of that over-time granted said Range Officer to qualify himself.

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ARTICLE XVII - SALARY SCHEDULE

The following salary scale shall be in effect beginning January 1, 1990 and continuing in effect through December 31, 1990:

	<u>Annual Salary</u>
First Year	\$36,642
Second Year	\$37,693
Third Year	\$38,744
Fourth Year and After	\$40,323

The following salary scale shall be in effect beginning January 1, 1991 and shall continue in effect through June 30, 1991, and from July 1, 1991 and continuing through December 31, 1991 as indicated below:

	Jan. - June	July - Dec.
	<u>Annual Salary</u>	<u>Annual Salary</u>
First Year	\$38,108	\$39,251
Second Year	\$39,201	\$40,377
Third Year	\$40,294	\$41,503
Fourth Year and After	\$41,936	\$43,194

The following salary scale shall be in effect beginning January 1, 1992 and shall continue in effect through June 30, 1992, and from July 1, 1992 and continuing through December 31, 1992 as indicated below:

	Jan. - June	July - Dec.
	<u>Annual Salary</u>	<u>Annual Salary</u>
First Year	\$40,821	\$42,454
Second Year	\$41,992	\$43,672
Third Year	\$43,163	\$44,890
Fourth Year and After	\$44,922	\$46,719

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Step increases are to be given at anniversary dates of first full day in position upon certification of satisfactory performance by the Police Chief.



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ARTICLE XVIII - POLICE VEHICLES

The parties agree that all police patrol vehicles owned or leased by the Town shall be equipped with air conditioning, and the Town agrees to maintain all police patrol vehicles in a safe and suitable manner.

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ARTICLE XIX - SCHEDULING

The Town agrees to use its best efforts to ensure that two (2) regular Officers are on patrol at all times.

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ARTICLE XX - COLLEGE CREDITS

The Town agrees to recognize those members of the bargaining unit who can show to the satisfaction of the Town, satisfactory evidence of completion of police-related credits toward a college degree by paying an annual sum of money according to the following scale:

<u>Credits Toward College Degree</u>	<u>Dollars</u>
15 Credits	\$200.00
30 Credits	\$300.00
Associates Degree	\$475.00
90 Credits	\$675.00
Bachelors Degree	\$875.00

A member reaching a new position on the scale as certified by the Police Chief to the Treasurer will be compensated proportionately, effective on the next July 1st or January 1st, whichever date most closely follows the date of certification.

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### ARTICLE XXI - DENTAL PLAN

The Town and the Association recognize the need for dental health and the desirability of a dental plan for members of the bargaining unit. Accordingly, the Town agrees to contribute the cost per month for each Police Sergeant with more than five (5) years continuous sworn service with the Newton Police Department toward an acceptable dental plan. The Town further agrees to contract with an acceptable carrier to provide for the terms and conditions of the dental plan.

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### ARTICLE XXII - UNIFORM CLEANING

The Town feels that furnishing a uniform and maintenance expense does not include responsibility for cleaning, as personal cleanliness is an individual responsibility. However, the Town does agree to use its best efforts to deduct an agreed upon amount from Association members' pay checks to enable the Association to contract with a cleaning establishment.

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ARTICLE XXIII - HEALTH EXAMINATION AND FLU SHOT

Each member of the Association who is subject to this Agreement shall have a comprehensive health checkup conducted once every two (2) years. The cost for this checkup shall be borne by the Town up to, but not to exceed, Seventy-Five Dollars (\$75.00). Arrangements for this examination will be made through the Town Manager's Office and members will be required to be examined by a designated or approved doctor.

In the event the results of this examination indicate a health problem, the member will be required at his expense to be treated by a doctor of his choice to correct the health problem within ninety (90) days of notification.

The Town will make arrangements and assume costs for a flu shot to be administered to all members of the Association, providing all members agree to receive the shot, unless advised by their personal physician in writing not to receive the shot.

The only intent of this Article is to ensure the good health and well being of the members.

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ARTICLE XXIV - MEDICAL BENEFITS UPON RETIREMENT

The Town has adopted the provisions of Chapter 88, Public Laws of 1974, which provide for medical benefits upon retirement for Association members with at least twenty-five (25) years of service.

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ARTICLE XXV - SAVINGS CLAUSE

In the event that any provisions of this Agreement shall be determined by a court of proper jurisdiction to be invalid, such determinations shall not impair the validity and enforcability of the remaining other provisions of this Agreement.



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ARTICLE XXVI - FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding of the bargainable issues that were or could have been subject to negotiations. This Agreement can only be modified by a written amendment agreed to and executed by both parties, and remains in full force and effect from January 1, 1990 until midnight, December 31, 1992, or until such time as a new Agreement is executed, providing said extension does not exceed one hundred eighty (180) days.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto at Newton, New Jersey, the day and year first above written.

TOWN OF NEWTON

(Original signed by Mayor)  
Richard K. Myers, Mayor

ATTEST:

(Original signed by Clerk)  
Douglas L. Cummins, R.M.C.  
Municipal Clerk

NEWTON SUPERIOR OFFICERS' ASSN.

(Original signed by B. Jorritsma)  
Sgt. Bruce Jorritsma

(Original signed by R. Clouse)  
Sgt. Ronald Clouse

ATTEST:

(Original signed by Manager)  
Camille Furgiuele, Town Manager

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April 25, 1988

Sgt. Louis Braxton  
Newton Superior  
Officers' Association  
39 Trinity Street  
Newton, NJ 07860

Dear Sgt. Braxton:

As agreed in our previous discussions, the Town of Newton is offering the attached two year contract, which reflects modifications agreed upon during our meetings. In addition to those changes, I am providing you with the assurances listed below:

1. Prior to June 1, 1988, the Town Manager will again advise the Police Chief in writing that it continues to be the opinion of the Town that the Police Department use its best efforts to ensure that three (3) regular Police Officers continue to be scheduled for the 4:00 p.m. until 12:00 midnight shift on Thursday, Friday and Saturday each week between June 1st and September 1st.

2. With respect to Article XIII of the attached contract pertaining to over-time, this shall serve as an elaboration of the final paragraph of said Article:

It is understood that the Police Chief shall grant a preference for over-time shift replacement in those instances when a Sergeant or higher level Police Officer is not on duty, except for those instances when a Police Sergeant is not normally scheduled for duty; such as certain Sundays and between the hours of 3:00 a.m. and 7:00 a.m. However, this is a discretionary matter, and Sergeants might be allowed to work these hours if economic scheduling considerations would so favor.

Sgt. Louis Braxton  
Page 2  
April 25, 1988

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3. During the duration of this contract, it is the intent of both parties that the Sergeants' schedule shall not deviate by more than one (1) hour with respect to each shift.

4. Concerning personal days, it is agreed that on any given day when the first Officer calls in requesting a personal day, he will be granted that personal day. However, if a second Officer calls in on the same date, the personal day will only be granted if a replacement is found.

The Operations Officer shall receive \$750.00 during 1988 and \$1,000.00 during 1989 as will the Detective as stated in the contract.

On behalf of the Town of Newton, I would like to thank you for your cooperation and that of your peers, which enabled us to readily agree on this 1988-1989 contract.

Sincerely yours,

Camille Furgiuele  
Town Manager

CF:nz  
attachment

