

CONTRACT BETWEEN
BOROUGH OF LINCOLN PARK
MORRIS COUNTY, NEW JERSEY

AND

POLICE BENEVOLENT ASSOCIATION

LOCAL #192

X JANUARY 1, 1986 THROUGH DECEMBER 31, 1987

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THIS AGREEMENT, effective as of the 1st day of January, 1986, by and between the BOROUGH OF LINCOLN PARK, NEW JERSEY, hereinafter referred to as the "BOROUGH", and POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 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 business of the Police Department relative to management and direction of policy, regulations and practices of department personnel are the exclusive responsibilities of the Borough, except as expressly modified by the terms of this Agreement.

ARTICLE IV
PRESERVATION OF RIGHTS

The Borough of Lincoln Park agrees that all benefits, terms and conditions of employment relating to the status of the Borough of Lincoln Park Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any police officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE V
GRIEVANCE PROCEDURE

A. 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.

3. Grievance procedures are intended to provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement the following procedures shall be used.

B. DEFINITIONS

Grievance: For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions effecting any employee(s) covered by this Agreement.

Days: Days equal working days exclusive of weekends and holidays.

C. PROCEDURE

STEP ONE: In the event that any employee covered by this Agreement has a grievance, within ten (10) days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Chief of Police or the officer in charge of the Department in the event of the Chief's absence.

STEP TWO: If the Association wishes to appeal the decision of the Chief of Police (or the officer in charge), it shall be presented in writing to the Borough Administrator or his delegated representative within ten (10) days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator or his delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) days of receipt of the written grievance.

STEP THREE:

(1) If no satisfactory resolution of the grievance is reached at Step Two then within five (5) days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance.

(3) Employees covered by this Agreement shall have the right to process their own grievance without representative.

(4) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as they may incur.

ARTICLE VI
EMPLOYEE DISCIPLINE

1. 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.

2. The Borough shall not discipline, suspend, or discharge without just cause.

3. In carrying out any disciplinary action, the Borough shall not violate any statutes or administrative rules 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 VII

TOUR OF DUTIES AND OVERTIME

A. The regular tour of duty for Police Officers shall be eight (8) hours per day. The work schedule shall be established by the Chief of Police.

B. Court Compensation - All court appearances and administrative body appearances which arise out of an employee's status as a police officer shall be compensated at the overtime rate (time and one half) with a two (2) hour minimum. This does not apply to those appearances which occur during the officer's regular scheduled duty hours.

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 \$1,000.00 per year.

D. Members who are required to work longer than a regular tour of duty shall be paid for the overtime at one and one-half times the base hourly rate (as set forth in Article XV).

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, when overtime is offered, he shall forfeit his turn.

ARTICLE VIII

HOLIDAYS

A. Members of the Police Department shall be given compensatory time off for the following twelve (12) holidays. Compensatory time off 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.

B. The Borough may "buy back" unused holidays at a Member's regular rate of pay if requested, in writing, by the Member and such request is approved by the Chief before December 1 in the year the holidays are earned. The P.B.A. agrees that tours of duty resulting from such buy-backs shall be assigned by the Chief, during the remainder of the year, in such a way as to minimize overtime costs to the Borough. No member whose holidays are "bought back" in accordance with the provisions of this paragraph shall unreasonably refuse any tour of duty assigned by the Chief in furtherance of this policy.

ARTICLE IX

VACATION

A. The annual vacation leave with pay for members of the department shall be earned at the following rate:

1. In the first calendar year of employment, each member shall earn and receive one (1) vacation day for each completed month of service.

2. From the beginning of the second (2nd) calendar year to the completion of the fifth (5th) calendar year of service - thirteen (13) working days annually.

3. From the beginning of the sixth (6th) calendar year to the completion of the tenth (10th) calendar year of service - fifteen (15) working days annually.

4. From the beginning of the eleventh (11th) calendar year to the completion of the fifteenth (15th) calendar year of service - eighteen (18) working days annually.

5. From the beginning of the sixteenth (16th) calendar year to the completion of the twentieth (20th) calendar year of service - twenty (20) working days annually.

6. Upon the completion of the twentieth (20th) calendar year - twenty-two (22) working days annually.

For the purpose of this Article, each "year of service" shall mean each anniversary year worked. Permanent part-time employees shall receive vacation credit allowance proportionate to number of hours worked.

B. A member will not be granted vacation leave during the initial three (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 December 1 in the next succeeding calendar year if requested, in writing, by a member and such request is approved by the Chief before December 31, in the year vacation is earned, provided further that dates on which said unused vacation leave is to be taken shall be requested, in writing, by a member and approved by the Chief before April 1, in said next succeeding calendar year.

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 the calendar year a member retires after 15 year or more of employment, or as a result of permanent disability incurred in the line of duty, he shall be

entitled to full vacation allowance for that year.

G. The Borough may "buy back" unused vacation days at a Member's regular rate of pay if requested, in writing, by the member and such request is approved by the Chief before December 1 in the year the vacation days are earned. The P.B.A. agrees that tours of duty resulting from such buy-backs shall be assigned by the Chief, during the remainder of the year, in such a way as to minimize overtime costs to the Borough. No member, whose vacation days are "bought Back" in accordance with the provisions of this paragraph, shall unreasonably refuse any tour of duty assigned by the Chief in furtherance of this policy.

ARTICLE X

SICK 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 in and when needed for such purpose.

B. In order to qualify for regular pay under the provisions of this Agreement on account of illness in excess of three (3) consecutive days, the Police Chief may request a physician's certificate be produced in order for that officer to return to duty. After the use of seven (7) unexcused sick days in any given calendar year the Chief of Police with the consent of the Director of the Department may request in writing that a physician's certificate be submitted prior to the officers return to duty. Said physician shall be designated by the Borough and the Borough shall bear all expenses in connection therewith.

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

D. Three non-cumulative personal days shall be granted in a calendar year to any member who has a record of taking no sick days during the preceeding calendar year. Two non-cumulative

personal days shall be granted in a calendar year to any member who has a record of taking four sick days or less during the preceeding calendar year.

E. At retirement in good standing following ten (10) or more total years of service, employees will be compensated for unused accumulated sick leave not to exceed, however, two hundred and fifty (250) days, based upon the individual's current rate of pay at the time of retirement provided that sick leave shall be paid on the basis of one (1) paid day for every two (2) sick days accumulated and in no event shall such compensation exceed the sum of \$8,000.00.

ARTICLE XI
WORK INCURRED INJURY

Where an employee covered under this Agreement suffers a work-connected injury or disability, the Town shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Town.

The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Mayor and Council, may reasonably require the said employee to present such certificate from time to time.

In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Town or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

For the purposes of this Article, injury or illness incurred while the employee is attending a Town sanctioned training program, shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE XII

BEREAVEMENT LEAVE

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

ARTICLE XIII

MILITARY LEAVE

A. Leaves of absence will be granted to Members who are members of the National Guard, or one of the reserved components of the Armed Forces, for field training duty (not to exceed two weeks) and emergency service authorized and conduction 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 shall be given time off with full pay to attend required active duty training. Such time off shall be in addition to vacation leave. The Chief of Police shall reschedule a Member's hours and day's of work to enable a Member to attend drills and still fulfill all employment responsibilities without the need for additional time off.

ARTICLE XIV

SALARIES AND WAGES

During the term of this Agreement, members shall be paid the following:

A. BASE SALARY:

1. All members shall be paid a 1986 BASE SALARY reflected by Schedule I.
2. All members shall be paid a 1987 BASE SALARY Reflected by Schedule II.
3. 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 1/1/81 upon satisfactory job performance review as recommended by the Chief of Police and approved by the Borough Administrator. Merit shall be in addition to the pay rates set forth in Schedule I and II.

SCHEDULE I

BASE PAY PLAN FOR 1986

<u>TITLE</u>	<u>MONTHS OF SERVICE</u>	<u>1985 BASE</u>	<u>AMOUNT</u>	<u>1986 BASE</u>
Chief	-	-	-	-
Captain	-	-	-	-
Lieutenant	-	\$29,600.	\$2,368.	\$31,968.
Sergeant	-	27,200.	2,800.	30,000.
Patrolman	169 +	25,000.	3,664.	28,664.
Patrolman	109 thru 168	25,000.	2,562.	27,562.
Patrolman	49 thru 108	25,000.	1,250.	26,250.
Patrolman	37 thru 48	22,600.	400.	23,000.
Patrolman	25 thru 36	21,400.	-	21,400.
Patrolman	13 thru 24	20,000.	-	20,000.
Patrolman	Completion of Academy	17,750.	-	17,750.
Patrolman	0 thru 12	16,000.	-	16,000.

SCHEDULE II

BASE PAY PLAN FOR 1987

<u>TITLE</u>	<u>MONTHS OF SERVICE</u>	<u>1986 BASE</u>	<u>AMOUNT</u>	<u>1987 BASE</u>
Chief	-	-	-	-
Captain	-	-	-	-
Lieutenant	-	\$31,968.	\$2,557.	\$34,525.
Sergeant	-	30,000.	2,400.	32,400.
Patrolman	169 +	28,664.	2,293.	30,957.
Patrolman	109 thru 168	27,562.	2,205.	29,767.
Patrolman	49 thru 108	26,250.	2,100.	28,350.
Patrolman	37 thru 48	23,000.	1,840.	24,840.
Patrolman	25 thru 36	21,400.	1,712.	23,112.
Patrolman	13 thru 24	20,000.	1,600.	21,600.
Patrolman	Completion of Academy	17,750.	1,420.	19,170.
Patrolman	0 thru 12	16,000.	1,280.	17,280.

C. Probationary Period

All Members 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 shall be extended 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 of 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 for the purpose of establishing performance evaluation standards and procedures. The performance evaluation committee shall function solely as an advisory body for the purpose of evaluating departmental personnel.

ARTICLE XV

LONGEVITY

A. Members shall be entitled to longevity computed upon base pay in accordance with the following schedule:

1 to 5 years -	no compensation
6, 7 and 8 years -	2%
9, 10 and 11 years -	3%
12, 13, and 14 years -	4%
15, 16, and 17 years -	5%
18, 19, and 20 years -	6%
21, 22, 23 and 24 years -	7%
upon completion of 24th year and thereafter	8%

B. 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.

C. Longevity pay shall be added to base pay for pension purpose calculations only.

D. Commencing January 1, 1986, the Chief's, Captain's and Lieutenant's longevity pay shall be calculated based upon the above referenced schedule.

ARTICLE XVI

TUITION REIMBURSEMENT

A. In 1986 the Borough shall reimburse the full cost of tuition paid by a member where there has been a completion of 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 in such course. 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, shall 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 completion of two (2) years of continuous employment in the Lincoln Park Police Department.

B. Commencing January 1, 1987, a total of \$5,000.00 will be set aside each year by the Borough for tuition reimbursement for the entire department. Tuition eligible for reimbursement will be established in January of each year by the Business Administrator. All other requirements in paragraph "A" above, shall remain in effect.

C. 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 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 XVII

COLLEGE CREDITS

A. In 1986 members will receive eleven (\$11.00) dollars per annum for (a) each college credit hour completed toward, and having resulted in, a degree in Police Science or a related field of study approved by the Borough, and (b) each additional college credit completed toward, and having resulted in, a Masters Degree in Police Science or a related field of study approved by the Borough.

B. Commencing January 1, 1987 members will receive fifteen (\$15.00) dollars per annum for (a) each college credit hour completed toward, and having resulted in, a degree in Police Science or a related field of study approved by the Borough, and (b) each additional college credit completed toward, and having resulted in, a Masters Degree in Police Science or a related field of study approved by the Borough.

C. Credits eligible for compensation will be established in January of each year by the Borough Administrator.

D. This allowance shall be subject of the following provisions:

1. Course must be taken on member's time (OFF duty hours).
2. Course must be given by a college or university accredited by a recognized Accrediting Association.
3. Course must be credited by a college toward Police degree or a "related field of study".
4. No credit shall be given for course work receiving a grade below "C".

5. Members shall supply the Administrator's office with an updated transcript of eligible college credits earned, no later than January 10 of each year.

6. Members appointed after January 1, 1975 shall be employed in the department for a minimum of two (2) years before eligibility for college credit compensation.

ARTICLE XVIII

: 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 and shall be entitled to coverage of the New Jersey Dental Plan, Intermediate Level, Plan B, effective January 1, 1981. The premiums for these benefits shall be paid by the Borough.

ARTICLE XIX

UNIFORM ALLOWANCE

A. For the first year of employment, the Borough will supply uniforms to all new members including bullet proof vests.

B. Thereafter, each uniformed member shall be allocated \$775.00 per year for maintenance, cleaning and replacement of uniforms. All uniforms shall be inspected by the Chief of Police or his designated representative from time to time during the year to insure proper condition, cleanliness and uniformity.

C. All uniform equipment damaged in-the-line-of-duty, shall be replaced by the Borough, with the approval of the Borough Administrator.

ARTICLE XX

CONDUCTING P.B.A. NEGOTIATIONS ON BOROUGH TIME

A. The Borough shall permit one (1) 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.

B. The Borough agrees to grant time off, as provided by State statute, to officially designated members of the P.B.A. to attend the Official State Conventions, provided that 30 days written notice is first given to the Chief of Police by the P.B.A.

C. The P.B.A. delegate shall be allowed to attend six (6) P.B.A. state meetings per year during hours of duty as long as attendance does not cause overtime expenditures within the Police Department.

ARTICLE XXI

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by all 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 negotiate 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 XXII

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 XXIII

NO STRIKE

The P.B.A. and Members recognize that the performance of Police service is an essential function of the Borough government. Accordingly, it recognizes and accepts its responsibility to provide uninterrupted, continuous police service. The P.B.A. agrees that it will not participate in or coerce 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 XXIV

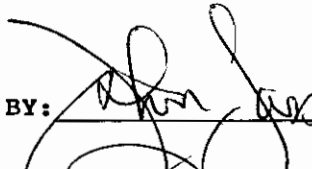
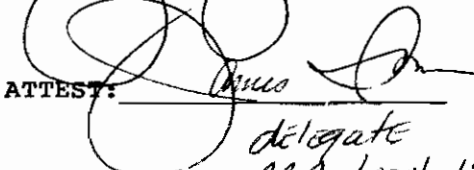
TERM OF CONTRACT

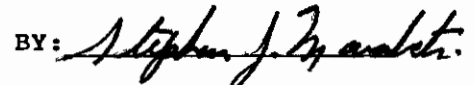
Except where expressly provided to the contrary herein, this contract shall begin on January 1, 1986, and shall remain in full force and effect until December 31, 1987. And thereafter, the same shall be automatically renewed from year to year unless either party shall give a renegotiation notice in writing to the other party no sooner than one hundred and fifty (150) days, nor later than 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals at the Borough of Lincoln Park, New Jersey on this 7th day of March 1986.

LINCOLN PARK P.B.A.

BOROUGH OF LINCOLN PARK
MORRIS COUNTY, NEW JERSEY

BY:  PRES #192
ATTEST:  delegate
PBA Local 192

BY: 
ATTEST: 