Institute of Management and Labor Relations

THIS BOOK DOES
AS of January 1, 1974
AGREEMENT

RUTGERS UNIVERSITY

The Town of <u>West New York and the Police Superior Officers</u> of West New York hereby agree as follows:

- 1. All terms and conditions of the contract, together with any letters of understanding supplementing said contract entered into with the <u>Guttenberg-West New York Policemen's Benevolent Association Local No. 88</u>, <u>dated as of January 1, 1974</u>, shall apply to Police Superior Officers where appropriate.
- 2. Existing vacation differentials for the Superior Officers shall be continued as follows:

3 days for Sergeants 6 days for Lieutenants 9 days for Captains 15 days for Chiefs

3. Salaries, commencing and retroactive to January 1, 1974, shall be as follows:

	January 1, 1974	January 1, 1975	July 1, 1975
Sergeants	\$13,340.00	\$14,145.00	\$14,375.00
Lieutenants	15,341.00	16,267.00	16.531.00
Captains	17,642.00	18,707.00	19,011.00
Chiefs: (Deputy)	20,288.00	21,513.00	21,863.00

DATED: June 28th, 1974

RAYMOND F. GABRIEL, TOWN CLERK

WITNESS:

John 7 Cuspelial

THE TOWN OF WEST NEW YORK, A MUNICIPAL CORPORATION IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY

By: PAUL A. ERBACH, DIRECTOR

PAUL A. ERBACH, DIRECTOR DEPARTMENT OF PUBLIC SAFETY

ANTHONY M. DEFINO, MAYOR

WEST NEW YORK SUPERIOR OFFICERS

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GENERAL AGREEMENT

January 1, 1974 to December 31, 1975

This agreement is made and entered into, by and between, THE TOWN OF WEST NEW YORK, a Municipality in the County of Hudson, State of New Jersey, hereinafter referred to as the "EMPLOYER",

and

GUTTENBERG-WEST NEW YORK POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 88. AFFILIATED WITH NEW JERSEY STATE PBA, hereinafter referred to as the "UNION", for the purpose of reaching a mutual understanding, promote harmonious relations, effect good and efficient service, and both parties agree to be bound by all the terms and conditions of this agreement.

ARTICLE I: UNION RECOGNITION

Section 1: The "EMPLOYER" hereby recognizes

Local 88 as the sole and exclusive negotiating agent for

all policemen in the West New York Police Department as

set forth in Article II, Section 1, of this agreement, for

the purpose of, but not limited to, collective negotiations,

grievance procedure, and all terms and conditions of employment.

Section 2: The "EMPLOYER" agrees to deduct from the pay of all members of the "UNION" Local 88 dues as required by the "UNION" rules and regulations. All such deductions shall be remitted to the proper official of the "UNION" before the expiration of each calendar month.

Section 3: The "UNION" is required under this agreement to represent all of the employees in the bargaining unit, fairly and equally, without regard to whether or not an employee is a member of the "UNION". It is, therefore, fair that each employee in the bargaining unit assume his share of the obligation. All non-member employees, who shall so authorize in writing, shall pay to the "UNION", the exclusive bargaining agent for the employees, an amount of money equal to that paid by other employees in the bargaining unit who are members of the "UNION", which shall

be limited to an amount of money equal to the "UNION'S" usual dues.

ARTICLE II: SCOPE OF AGREEMENT

Section 1: Employees covered by this agreement shall be construed to mean all PATROLMEN of the West New York Police Department with the permanent Civil Service Classification of Patrolman.

Section 2: This agreement shall govern all terms and conditions of employment as herein set forth.

Section 3: This agreement shall be binding on the parties hereto, their heirs, successors, administrators, executors and/or assigns.

Section 4: If there is a disagreement between the rules of the Department and this agreement, the terms and conditions of this agreement shall prevail.

ARTICLE III: UNION ACTIVITIES

Section 1: The "EMPLOYER" agrees to grant, without discrimination, the necessary time off to attend Local, State and/or International meetings or conventions of the POLICEMEN'S BENEVOLENT ASSOCIATION, to any OFFICER(s)

so designated by the "UNION", except that no more than three (3) designated employees shall be granted time off at any one time. (Employees in this case shall be construed to mean member POLICEMEN of the West New York Police Department.)

Section 2: The "EMPLOYER" agrees that the

President of Local 88 may at any time go off post on PBA

business, but that upon so doing, the President must

notify Headquarters and obtain permission from the Desk

Officer, which shall not be unreasonably withheld. The

"EMPLOYER" further agrees that any authorized representative(s) of the "UNION" may enter Headquarters or the

Municipal Building during the work day or night, at reasonable hours, provided they announce their presence to the

person in charge, and do not interfere with the normal

work of Headquarters or the Municipal Building, or any

office therein.

Section 3: The "EMPLOYER" agrees that he will not discriminate against any employee because of his membership, office, 'or activities in, with, or in behalf of the "UNION".

ARTICLE IV: NEW HIRES, PROMOTIONS AND DETAILS

Section 1: The parties agree that all vacancies and promotions in the Department shall be made by the "EMPLOYER" in accordance with prevailing Civil Service Laws.

Section 2: The "EMPLOYER" agrees that all vacancies or promotions will be filled not more than thirty (30) days from the effective date of said vacancy if budgetary appropriations are available. The "EMPLOYER" agrees on promotions not to discriminate because of religion, age, race, color, or politics, or for personal reasons unrelated to the job.

Section 3: A constant Civil Service list shall be maintained for all ranks ro insure the prompt filling of all vacancies. At the request of the "UNION", the Town will request Civil Service to call an examination.

Section 4: In the event an employee acting in a higher grade is killed or permanently disabled in the line of duty, he or his designated beneficiary shall receive a pension in the amount equal to the rank he was so acting in and the difference, if any, shall be paid by the Town of West New York.

ARTICLE V: WORK DAY, WORK WEEK, MANPOWER AND PATROL CARS

Section 1: The work week shall consist of forty (40) hours, divided into five (5) consecutive days, with seventy-two (72) hours off at the completion of the work week. There shall be one (1) hour off in each day for lunch or dinner; however, while on mealtime the employee shall be at all times subject to emergency call. There shall be three (3) shifts or tours of duty, namely 8:00 A.M. to 4:00 P.M.; 4:00 P.M. to Midnight; Midnight to 8:00 A.M. The "EMPLOYER" may establish such other permanent bona fide shifts as public safety needs require in consultation with the "UNION".

Section 2: There shall be a minimum of three (3) patrol cars at all times. While patrolling, all patrol cars shall at all times be manned by two (2) men from 7:00 P.M. to 8:00 A.M. and at all other times when manpower is available.

Section 3: All patrol cars shall be equipped with at least the following equipment: Two (2) heavy duty flash-lights; one hundred (100) feet of heavy duty rope; one (1) blanket; one (1) serviceable first aid kit; one (1) fire extinguisher; one (1) oxygen inhalator; one (1) heavy duty

pry bar; two (2) spotlights; two (2) sets of nightstick brackets; one (1) snare for handling animals; one (1) pair of protective gloves; one (1) luminous vest; one (1) luminous pair of gloves; two (2) riot helmets; two (2) flashers and one (1) 360 degree revolving beacon; one (1) (small Scott) pack. In all patrol cars, the rear seat is to be separated from the driver's seat by a mesh type device. All patrol cars are to be equipped with trunks that can be opened from the interior of the car.

ARTICLE VI: OVERTIME

Section 1: Any employee working in excess of his regular tour of duty shall be paid at the rate of time and one-half (1 1/2) for all time so worked.

Section 2: Overtime shall be computed on the base salary of the employee at the time of its occurrence.

- (a) Any employee spending thirty (30) minutes beyond his normal tour will be paid a minimum of one (1) hour at the overtime rate.
- (b) Any employee recalled to duty during the tour of duty immediately following such employee's regular tour of duty will be guaranteed a minimum of four (4) hours at the overtime rate; and if recalled during a subsequent tour of duty, will be guaranteed a minimum of four (4) hours pay at the overtime rate.

(c) The employee shall receive meal money when he is guarding prisoners at hospitals.

Section 3: The "UNION" and the "EMPLOYER" agree that a special duty roster will be posted, said roster to list all employees in alphabetical order. Employees will be called from this roster in rotation so that all men will have an equal opportunity to earn extra compensation when the service of policemen are requested for special duty. If an employee refuses an assignment, he will be passed by until a complete cycle of the roster has been completed.

Section 4: All mandatory off-duty details such as but not limited to parades, funerals, and special events, shall be considered as overtime.

ARTICLE VII: HOLIDAYS

Section 1: Effective January 1, 1974, there shall be nine (9) paid holidays per annum; effective January 1, 1975, there shall be ten (10) paid holidays per annum. Holiday pay shall be paid in a lump sum no later than the first pay period in December.

Section 2: Whenever other municipal employees are excused by Executive Order of the President, Governor, Mayor, or Legislative Body, employees covered by this agreeement will be granter a compensatory day off. This provision shall not

apply to Christmas Eve, New Year's Eve and Friday after Thanksgiving.

Section 2A: Holidays referred to in Section 2 are over and above holidays referred to in Section 1.

Section 3: All tompensatory time received under this Article shall be cumulative.

ARTICLE VIII: VACATIONS AND VACATION PAY

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Section 1: All employees shall receive thirty-six (36) days vacation. During the first year of service, vacation shall be pro-rated.

Section 2: An employee on sick leave shall not be placed on the vacation roster if the sick leave and vacation coincide. In the event of an employee's death, all vacation pay due him will be paid to his estate.

Section 3: Employees shall be permitted to exchange vacation time without prejudice or discrimination.

Section 4: The vacation period shall be between

January 1 and December 31. All employees shall be guaranteed

two (2) weeks vacation between July and August and the remaining

vacation shall be subject to a schedule to be submitted, which

schedule shall be subject to the requirements of the Department,

a copy of which is annexed hereto.

ARTICLE IX: SICK LEAVE

Section 1: Present policies of sick leave shall be maintained, and all benefits now enjoyed but not included in this contract shall be continued.

Section 2: An employee shall not have to produce a doctor's certificate to return to duty unless he has suffered an injury or undergone any form of surgery or is out sick for more than three (3) working days. If an employee reports sick on two (2) separate unrelated occasions during a calendar year, then the "EMPLOYER" may require him to submit a doctor's certificate for any subsequent sickness during that calenday year before he returns to duty, regardless of the length of sickness.

ARTICLE X: LINE OF DUTY INJURY

Section 1: When an employee is injured in the line of duty, the "EMPLOYER" agrees to bear the cost of all medical, dental, surgical, therapeutic and pharmaceutical bills.

Section 2: Any employee hospitalized with line-of duty injuries will be provided with semi-private accommodations at the minimum.

Section 3: An employee injured in the line of duty reserves the right to be treated by a Physician and/or Surgeon of his own choice, whose fees will be paid by the "EMPLOYER", providing the employment of said doctor is authorized, which authorization shall not be unreasonably withheld.

ARTICLE XI: WAGES AND PENSION

Section 1: The salary of the employees covered by this agreement will be as follows:

		Effective January 1, 1974	Effective January 1, 1975	Effective July 1, 1975
Policeman, of Service	First Year	\$10,400.00	\$11,100.00	\$11,300.00
Policeman, of Service	Second Year	11,000.00	11,700.00	11,900.00
Policeman, of Service	Third Year	11,600.00	12,300.00	12,500.00

Section 2: Salary will be paid in regular weekly installments on the Thursday of each week. If a holiday falls on a Thursday, then the pay will be distributed on the Wednesday of said week.

Section 3: The "EMPLOYER" agrees to provide all employees with a Pension, as provided by State law.

ARTICLE XII: LONGEVITY

Section 1: The "EMPLOYER" agrees to pay longevity to all employees covered by this agreement according to the following scale, said longevity to be paid weekly with the employees' salary. Said longevity shall be included as part of employees' base salary for pension purposes.

	January 1	1, 1974	January	1, 1975
Beginning with Third Year of Service and ending with Fifth Year	:e 2	2%		4%
Beginning with Sixth Year of Service and ending with Tenth Year	:e 4	4%		6%
Beginning with Eleventh Year of Senand ending with Fifteenth Year	vice	6% -		8%
Beginning with Sixteenth Year	8	8%		10%

Effective

Effective

ARTICLE XIII: CLOTHING ALLOWANCE

Section 1: The "EMPLOYER" agrees to pay all employees

covered by this agreement the amount of \$300.00 per year,

for the purchase uniforms from any supplier of said uniforms.

ARTICLE XIV: MEDICAL-SURGICAL AND MAJOR MEDICAL

Section 1: The "EMPLOYER" agrees to provide the maximum coverage available with New Jersey Blue Cross and

Blue Shield, including Rider J, at its own expense, to the employees covered by this agreement and their dependents.

Section 2: The "EMPLOYER" further agrees to provide a Major Medical Plan with the Travellers Insurance Company, at its own expense, to the employees covered by this agreement and their dependendents. The maximum coverage shall be \$25,000.00.

Section 3: Effective January 1, 1975, the "EMPLOYER" agrees to pay the premium for currently existing New Jersey Blue Cross and Blue Shield coverage for West New York Policemen who retire on or after January 1, 1975, until such retirees reach age 65. It is understood that such payment will not be made if the retiree has other similar hospital and medical-surgical coverage.

ARTICLE_XV: UNIFORMS

Section 1: Except for policemen performing duties of garage mechanics or towing assignment, the regular uniforms will be worn in the prescribed manner at all times while on duty. The employees, if special circumstances warrant, may be permitted to change into and out of uniforms at Headquarters.

ARTICLE XVI: EMERGENCY LEAVE AND COMPENSATORY TIME

Section 1: Employees shall be granted emergency leave in the time specified, without loss of pay, for the following:

- (a) Death in immediate family.....three (3) days.
- (b) Serious illness in immediate family,

including childbirth, necessitating the employee's presence ----- three (3) days

(c) The above leave may be extended at the request of the employee by the officer in charge.

Section 2: Employees shall be granted preferential compensatory time off for the following reasons without prejudice providing the efficiency of the department shall not be affected:

- (a) Baptism, Confirmation, First Holy Communion, Graduation and Marriage in the employee's immediate family.
- (b) When the employee takes an active part in any of the above ceremonies, e.g., best man, sponsor, etc.

Section 3: For the purpose of this Article, the immediate family shall mean the following:

Wife, child, stepchild, ward, mother, father, step-mother, step-father, grandmother, grandfather, mother-in-law, father-in-law, guardian, brother, sister, brother-in-law, sister-in-law, grandchildren. Aunts, uncles, nephews, nieces, one (1) day off for funeral.

Section 4: The "EMPLOYER" agrees to allow time off to any employee, without discrimination, who provides a substitute of equal rank.

ARTICLE XVII: LEAVE OF ABSENCE, MILITARY LEAVE

Section 1: A leave of absence without pay may be

granted to any permanent policeman who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

Section 2: Employees entering the Military or Naval Service, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges as provided in the Act.

Section 3: Employees called to active duty under the above provisions will be granted eight (8) working days leave with pay, prior to induction.

Section 4: When the Military compensation of an employee is less than his salary, the "EMPLOYER" may pay the difference to the employee in monthly installments pursuant to authority by law and N.J.S.A. 38:23-3.

ARTICLE XVIII: REPRIMAND, SUSPENSION, DISCHARGE, RESIGNATION OR RETIREMENT

Section 1: Any employee served with a written notice of charges, by which he could be reprimanded, suspended, or discharged, shall have the right to be accompanied by any authorized representative(s) of the "UNION" at said hearing, not limited to, nor excluding, Legal Counsel.

Section 2: The "EMPLOYER" agrees to pay to any employee who shall resign, retire, or be discharged, all money due him on the payday immediately following the termination of employment. Said pay shall include prorata vacation pay and cash in lieu of compensatory time due.

ARTICLE XIX: RESIDENCE

Section 1: The rules and regulations of the Police Department concerning residence shall apply.

ARTICLE XX: MUTUAL AID

Section 1: The "EMPLOYER" shall insure that any employee who is killed or injured in the line of duty while rendering aid to a neighboring community is fully covered by pension and insurance rights as if said injury or death had occurred out of an accident arising out of performance of duty within the Town of West New York.

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ARTICLE XXI: SANITARY FACILITIES

Section 1: All duty stations and the facilities within shall be maintained in good order by the "EMPLOYER".

ARTICLE XXIII: PARITY

Section 1: The "EMPLOYER" agrees for the term of this contract that there shall be parity in pay and benefits by the employees covered by this agreement and the Town Fire Department.

ARTICLE XXIV: RULES AND REGULATIONS

Section 1: The "UNION" agrees that the "EMPLOYER" has the right to maintain and enforce a reasonable set of rules and regulations covering the actions of the employees and the operation of the Department.

Section 2: The "EMPLOYER" agrees that all new, or modification of old, rules and regulations will be discussed with the authorized representative(s) of the "UNION" prior to their promulgation and such proposed rules and regulations shall not be in conflict with the provisions of this contract.

Section 3: The "EMPLOYER" agrees to give the "UNION" thirty (30) days notice in writing, prior to any change or introduction of new rules and/or regulations of the Department.

Section 4: The "EMPLOYER" agrees that with all

immediate dispatch, it will sit down with the "UNION" in order to modernize and revamp the rules and regulations governing the Department, which rules and regulations shall be compatible with this agreement.

ARTICLE XXV: APPARATUS INSPECTION

Section 1: All motor vehicle apparatus will comply with State inspection standards. Any vehicle which does not so comply, irrespective of whether it has a current sticker, shall be out of service and not operated by any employee until said vehicle is in compliance.

ARTICLE XXVI: INSPECTION OF RECORDS AND COPIES OF CONTRACTS

Section 1: An authorized representative(s) of the "UNION" shall have the right to inspect the pay, health, and welfare and pension records of the employee(s) at a mutually convenient time.

Section 2: The "UNION" represents that each and every member of the "UNION" has consented and does hereby authorize the inspection of his health and welfare record by the "UNION" when necessary to process a grievance or determine the existence of a grievance.

Section 3: The "EMPLOYER" agrees that all copies of contracts with municipal employees shall be filed with the Town Clerk and made available for public inspection.

Section 4: The "EMPLOYER" agrees to make available to the "UNION" a carbon copy of all orders issued by the Chief of the Department and by the Commissioner of the Department of Public Safety applicable to the Police Department.

Section 5: Each employee shall be entitled to an examination and inspection of his personnel file upon request.

ARTICLE XXVII: MAINTENANCE OF STANDARDS

Section 1: The "EMPLOYER" agrees that all terms and conditions of employment not covered by this agreement shall remain in full force and effect, at their highest standards.

Section 2: The "EMPLOYER" shall not enter into any agreement with any employee or group of employees, which in any way conflicts with the terms of this agreement.

ARTICLE XXVIII: GRIEVANCE PROCEDURE

Section 1: The purpose of the grievance procedure

shall be to settle all grievances between policemen; between the policemen and the "EMPLOYER"; and between the "UNION" and the "EMPLOYER", as quickly as possible so as to insure efficiency and promote policemen's morale.

A grievance is defined as any disagreement between the policemen; between the policemen and the "EMPLOYER"; or between the "UNION" and the "EMPLOYER", involving the interpretation, application or violation of policies, agreements and the administrative decisions affecting them. Grievances shall be concerned with, but not limited to, employment, work conditions, light, heat, sanitary facilities, safety, type and location of work assignments, work load, and attitude of supervisors.

All grievances shall be set forth in writing. In the first instance, the "UNION" shall attempt to settle informally all grievances within the chain of command.

Section 2: If the grievance is not settled informally, then the "UNION" shall have the right to submit such grievance to the Chief of the Police Department, or such person as he shall designate, in writing, with notice to the "UNION" of such designation. The grievance shall be decided within seven (7) calendar days after submission.

Section 3: If the grievance shall not be settled informally, or by the procedure set forth in Section 2 above, the aggrieved shall have the right to submit such grievance to the Director of the Department of Public Safety. The grievance shall be decided within seven (7) calendar days after submission.

Section 4: If the grievance shall not be settled informally or by the Chief of the Police Department or by the Director of the Department of Public Safety, and if said grievance is not cognizable by Civil Service, then the "UNION" may request the New Jersey Public Employment Relations Commission to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. The cost of arbitration shall be borne by the "EMPLOYER" and the "UNION" equally. The arbitrator shall have no right to vary or modify the terms of this agreement, and shall render his decision within thirty (30) days of the close of hearing.

Section 5: The "UNION" President, or his authorized representative, may report an impending grievance to
the Director of the Department of Public Safety, in an effort

to forestall its occurence.

Section 6: Any grievance must be presented within ten (10) days after the aggrieved person knew of the event or events upon which the claim is based or else such grievance shall be deemed waived.

Section 7: In the event that a compulsory arbitration law permissible and applicable to municipalities is passed by the Legislature, then the Town agrees to adopt such act and be bound by it.

ARTICLE XXIX: SAVING CLAUSE

Section 1: Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portion thereof and the parties agree that with respect to any clause so determined to be invalid the parties will immediately renegotiate said invalid clause so as to bring same within legal limits.

ARTICLE XXX: APPLICABLE LAWS

Section 1: The provisions of this agreement shall

be subject to and subordinate to and shall not annul or modify existing applicable provisions of State law.

ARTICLE XXXI: MANAGEMENT RIGHTS

Section 1: The Police Department shall have control and direction of its operations. The employees and the "EMPLOYER" shall be subject to the rules and regulations of the Police Department and the laws of the State of New Jersey and the rules and regulations of the Civil Service Department.

Section 2: The Police Department shall exclusively determine all matters concerning the location of police stations, plant structures, training and all other matters necessary to the operation of the Police Department, except that such determination shall not be in conflict with this agreement.

Section 3: All members of the Department shall be subject to emergency call to duty at the discretion of the Chief in charge of the Police Department, or the superior in charge of the Town.

ARTICLE XXXII: UNION NOTIFICATION

Section 1: Proposed new rules or modifications of existing rules governing working conditions shall be

negotiated with the representatives of the "UNION" before they are established. Revision of existing rules shall be commenced within thirty (30) days of execution of this agreement and expeditiously completed.

ARTICLE XXXIII: DURATION OF AGREEMENT

Section 1: This agreement shall be effective as of January 1, 1974 and shall expire December 31, 1975. Both parties agree to commence negotiations for the year 1976 no later than August 1, 1975.

Section 2: In the event that negotiations are not completed for a new agreement on the expiration date of this agreement, all parties agree that this agreement shall remain in full force and effect until such time as a new agreement is reached, but not exceeding thirty (30) days.

ARTICLE XXXIV: COOPERATION

The "UNION" and the "EMPLOYER" agree that they will cooperate in eliminating waste, improving training and efficiency, combating absenteeism and strengthening good will between the "EMPLOYER" and the employees, the "UNION" and the public. The "UNION" agrees to support the "EMPLOYER's"

effort to assure a normal day's work on the part of its employees.

ARTICLE XXXV: NON-POLICE DUTIES

Section 1: The Town and the PBA acknowledge that a policeman's primary responsibility is to perform police duties and that his energies should, to the fullest extent, be utilized to this end.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 28th day of June in the Year of Nineteen Hundred and Seventy-Four.

FOR THE EMPLOYER

THE TOWN OF WEST NEW YORK, A MUNICIPAL CORPORATION IN THE COUNTY OF HUDSON. STATE OF NEW JERSEY

By:

PAUL A. ERBACH, DIRECTOR DEPARTMENT OF PUBLIC SAFETY

By:

ANTHONY M./DEFINO, MAYOR

ATTEST:

RAYMOND F. GABRIEL, TOWN CLERK

FOR THE UNION

LOCAL 88, GUTTENBERG-WEST NEW YORK PBA

ATTEST:

THOMAS PAVIN, PRESIDENT

By:

DONALD MORRELL

WILLIAM SHERMAN, STATE DELEGATE