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Sussex County

THIS AGREEMENT made and entered into this 21 day of May, 1975 by and between THE TOWNSHIP OF BYRAM, A Municipal Corporation located in the County of Sussex, and the State of New Jersey, hereinafter designated as "Township" and BYRAM TOWNSHIP POLICEMEN'S ASSOCIATION, of the Township of Byram, being an association of all of the policemen of the Township of Byram, which are affected by this agreement, which said collective body is hereinafter designated as "Policemen".

WITNESSETH:

WHEREAS, the Byram Township Policemen's Association submitted itself as the proposed representative for all of the Police Department members of the Township of Byram exclusive of the Chief and Lieutenant, who are not covered by the terms of this agreement, and said Byram Township Policemen's Association was recognized as the exclusive bargaining agent for the members of the Byram Township Police Department, exclusive of the Chief and Lieutenant.

NOW, THEREFORE, in consideration for services performed by members of the Byram Township Police Department and the mutual covenants hereinafter stated is agreed as follows:

SECTION 1; TERM

This agreement shall become effective and apply as of January 1, 1975 irrespective of the date of the agreement and

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shall continue in full force and effect through December 31, 1976.

SECTION 2; APPLICABILITY

The provisions of this agreement shall apply only to full-time patrolmen as defined in accordance with the ordinance of the Township of Byram and detectives and sergeants of the Byram Township Police Department. The terms of this agreement shall not be applicable to the Chief of Police or Lieutenant. The patrolmen, detectives and sergeants shall be included in the term "members of the Police Department" as hereinafter mentioned.

SECTION 3; GRIEVANCE PROCEDURES

(A) Definition. A "grievance" is a claim by a member of the Police Department as to the interpretation or application of this agreement, or a claim of lack of equality in treatment in employment or promotion.

(a) An "aggrieved person" is the person or persons making the claim.

(b) A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

(c) A "policeman" is a full-time officer including a sergeant or detective in the Byram Township Police Department.

(d) "Committee" shall mean the Township Committee

of the Township of Byram.

(B) Purpose. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting policemen. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

(C) Grievance. Should any dispute or difference arise between the Township and one or more policemen in the Byram Township Police Department as to the interpretation, application or operation of any provision of this agreement, or regarding an alleged lack of equality in treatment related to employment or promotion both parties shall endeavor to settle the same in the simplest and most direct manner. The procedure shall be as follows:

(unless any step thereof is waived by mutual consent)

1. The aggrieved employee shall first notify the Chief of Police of the nature of the grievance within ten (10) days after the event giving rise to the grievance has occurred. Said notification must be in writing setting forth the nature of the grievance. Within five (5) days after receiving such written grievance, the Chief shall arrange to meet with the complainant for the purpose of attempting to adjust or resolve such grievance. The Chief shall give his decision in writing within five (5) days after such meeting.

2. If such grievance is not resolved to the satisfaction of the employee he may present such grievance to the committee within ten (10) days after receiving the answer from the Chief of Police, setting forth the nature of the grievance and the reason he is dissatisfied with the decision of the Chief. In the case of a grievance involving disciplinary action, the written request to the committee shall be presented within five (5) days. Within seven (7) days after the committee receives such grievance they shall arrange to meet with the complainant for the purpose of adjusting or resolving such grievance. The committee shall give their decision in writing within ten (10) days after such meeting.

3. If such grievance is not resolved to the satisfaction of the aggrieved employee, such employee shall have the right to pursue the grievance in accordance with the rules and regulations of the Civil Service Commission of the State of New Jersey.

#### SECTION 4; WORK SCHEDULE

(a) All members of the Police Department covered by this contract shall be required to work forty (40) hours per week on a schedule established by the Chief of Police, and each man shall be available for two (2) additional hours per week if needed. The Chief of Police shall set

all work schedules and shifts in accordance with the Police Department policy, if any. If anyone covered by this contract works in excess of one hundred sixty-eight (168) hours per twenty-eight (28) day period, he will be paid overtime at time and one-half rates (1 1/2 rates). These hours do not carry over from month to month. In times of emergency, all members of the Department are subject to recall, unless they are on sick-leave, and are entitled to overtime.

(b) Municipal Court appearances in Byram Township Municipal Court. The members of the Police Department shall not be compensated for any time spent as a witness or waiting period to be called as a witness in any proceeding before the Municipal Court of the Township of Byram unless such time is spent in the course of his assigned duty hours. Any member may receive additional compensation for an appearance in the Byram Township Municipal Court under special circumstances and upon application and approval of the Township Committee if such appearance was outside his regular duty hours.

(c) Appearances in other courts. If a member of the Police Department is required to testify as a witness before any proceedings of a Grand Jury, Superior or Supreme Court, or for Municipal Court in another jurisdiction other than Byram Township, and such appearance occurs during the

member's assigned duty hours, he shall suffer no loss in compensation. When such appearance occurs outside his assigned duty hours, he shall receive either compensatory time off from his regular duty hours or additional compensation.

SECTION 5; HOLIDAYS & VACATIONS

(a) Holidays. Because of the nature of police work, the parties acknowledge that the members of the Police Department shall not receive any paid holidays but in lieu thereof, shall receive additional days off as vacation days, for each day granted to all other employees of the Township of Byram either by ordinance or by special resolution of the Township Committee.

(b) Vacations. Each member of the Police Department shall receive paid vacation days in accordance with Section 5-1.8 of the Ordinances of the Township of Byram and as such ordinances may be amended from time to time. In addition to the vacation period as stated in the aforementioned ordinance, each member of the Police Department shall receive additional paid vacation days equal to the number of paid holidays granted to all other paid full-time employees of the Township in accordance with Section 5-7 of the Township Ordinances, and as may be granted to all other employees of the Township by special resolution of the Township Committee. If any member of the Department is in the employment of the Department for less than one (1) year,

said employee shall only be entitled to a proportional number of additional vacation days in lieu of holidays, which shall be computed by multiplying the number of additional vacation days allowed by the percent of the amount of the year worked by the employee. All vacation schedules shall be arranged through and approved by the Chief of Police.

#### SECTION 6; UNIFORM ALLOWANCE

The Township agrees to provide an annual uniform allowance not to exceed \$300 per man which will be available to the individual employee to assure that he has proper uniform items at all times. It will be the individual responsibility of each employee to purchase such uniform requirements as he might personally need with the \$300 allowance. Uniform or equipment damage which occurs in the performance of duty over and above normal wear and tear will be repaired or replaced by the Township within a reasonable period of time, which shall not be included in the annual \$300 allowance.

Along with the uniform allowance, \$100 will be given in two payments to all members of the department to maintain a clean, neat appearance. One payment will be made on January 1st and the other on July 1st of each year for the life of the contract.

#### SECTION 7; SALARIES

(a) Increments. All salary increments for employees affected by this agreement and employed prior to January 1st, 1975 will be

granted to each employee effective January 1st of each year in which this agreement shall be in effect, until the employee's salary has reached the maximum salary provided in this contract. Salary increments for all employees employed after January 1, 1975 shall take effect upon the anniversary date of their employment or upon the date of completion of their schooling in a school as approved by the New Jersey State Training Commissioner for new police officers, if they are required to attend such schooling and have not had previous police training experience credited to them at the time of the employment. If in fact a new officer required to attend school is in the pre-school classification, his first increment shall be effective upon completion of the aforementioned schooling and any increments thereafter shall become effective on the anniversary date of the completion of said schooling.

(b) New employees with prior experience. It is recognized by the parties that the Township Committee may hire new police officers in accordance with the ordinances of the Township of Byram, and in the event that said new officers have previous full-time experience in other Police Departments, that the Township Committee in its discretion may grant to said new employee a maximum of one year seniority on the salary guide hereinafter mentioned for each two-years spent in anyother Police Department.



(c) Salary guide for patrolmen. The following salary guide shall be in effect for patrolmen for the life of this agreement:

	<u>PATROLMEN</u>	
	<u>1975</u>	<u>1976</u>
Pre-school (date of appointment until completion of training school)	\$ 9,000.00	\$ 9,585
Step 1, from completion of preschool, for a period of one year	9,400.00	10,011.00
Step 2, second year	9,744.00	10,377.00
Step 3, third year	10,528.00	11,212.00
Step 4, fourth year	11,312.00	12,047.00
Step 5, fifth year	12,096.00	12,882.00
Step 6, sixth & seventh years	12,600.00	13,419.00
Step 7, eighth, ninth and tenth years	13,200.00	14,058.00

(d) Detective increment. A patrolman who is appointed as a full-time permanent detective by the Township Committee shall receive additional compensation in the amount of \$350.00 per year which shall be in addition to his salary received in accordance with the above schedule. In the year of his appointment as a detective, \$350 shall be pro-rated in accordance with the percentage of the year from the date of the appointment until the end of the year.

(e) The following is the salary guide for sergeants:

	<u>SERGEANTS</u>	
	January 1, 1975	January 1, 1976
Starting, first year	\$11,800	\$12,567
Step 1, second year	12,300	13,100
Step 2, third year	12,900	13,740
Step 3, fourth year	13,600	14,484

(e) Patrolmen who are promoted to the position of Sergeant will advance to a step on the sergeant's pay scale corresponding the scale that they were on as a patrolman and reflecting a minimum of a \$300 yearly increase. They will then advance on the succeeding January 1st to the next step on the sergeant's scale.

#### SECTION 8; TRAINING

All training that is required by the Byram Township Police Department shall be taken by the members of the Police Department during their duty hours. In the event the training must be taken in other hours than their normal course of duty, such patrolman shall receive compensatory time off from his regular duty hours.

#### SECTION 9; LEAVES OF ABSENCE AND OTHER BENEFITS

The members of the Byram Township Police Department shall have sick leave, leaves of absence, military leave and such other leaves as granted by the ordinances of the Township of

Byram to all Byram Township employees. The policemen shall have such other benefits including but not limited to medical benefits that are granted to the employees of the Township of Byram by the ordinances of said township.

SECTION 10; FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of the 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 negotiated or signed this agreement.

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.

SECTION 11; TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 1975 and shall remain in effect to and including December 31, 1976 without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing at least thirty (30) days prior to the expiration date of this agreement of a desire to change, modify or terminate this agreement.

If any provision of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

SECTION 12; ARBITRATION

In the event that there should be any dispute as to the interpretation of the terms of this agreement, said dispute shall be arbitrated in accordance with the rules and regulations of the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 21 day of May, 1975.

ATTEST:

Frances Weber  
FRANCES WEBER, Clerk

TOWNSHIP OF BYRAM  
SUSSEX COUNTY, NEW JERSEY

Neil Gylling  
NEIL GYLLING, Mayor

WITNESS:

Barbara Hart Calca  
Edward Mansfield  
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BYRAM TOWNSHIP POLICEMEN'S  
ASSOCIATION

Richard A. Newcomb  
Henry M. Schubert  
Raymond J. Bell  
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