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**A G R E E M E N T**

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Between

**CITY OF GARFIELD**

and

**POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 46**

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**January 1, 1991 through December 31, 1993**

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**LAW OFFICE:**

**LOCCKE & CORREIA P.A.  
24 Salem Street  
Hackensack, New Jersey 07601**

**(201) 488-0880**

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PREAMBLE

THIS AGREEMENT, made this                    day of 1991, by and between the CITY OF GARFIELD, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Employer," and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 46, hereinafter referred to as the "PBA";

WHEREAS, the Employer and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

*F.A.*

EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

*F.A.*

DUES - CHECK OFF

Upon presentation to the Employer of a dues check off card signed by individual Employees, the Employer will deduct from such Employees' periodic salaries the amount set forth on said dues check off authorization card.

Thereafter, the Employer will, as soon as practicable forward a check in the amount of all dues withheld for this purpose to the PBA representative entitled to receive same.

The said PBA representative shall be appointed by resolution of the PBA and certified to the Employer by the PBA.

*J.A.*

EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

*F.A.*

ASSOCIATION RECOGNITION

The Employer recognizes PBA Local 46 as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees employed by the Employer's Police Department except those Employees specifically excluded herein.

No Employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

*7.2.*



ASSOCIATION REPRESENTATIVE

The Employer recognizes the right of the Association to designate representatives and alternates for the enforcement of this Agreement.

The Association shall furnish the Employer, in writing, the names of the representatives and the alternates and notify the Employer of any changes.

The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.

(b) The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.

The designated Association representatives shall be granted time with pay during working hours to attend all meetings and conferences on collective negotiations with Employer officials.

*F.A.*

MAINTENANCE OF WORK OPERATIONS

The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of the Agreement. No officer or representative of the Association shall authorize, instigate, or condone such activity.

It is understood that violation of the provisions of this Article may subject any Employee participating in or condoning such activity to disciplinary action by the Employer. Such a disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of state statute and other applicable provisions of this Agreement.

*J.A.*

PRESERVATION OF RIGHTS

The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

(a) To the executive management and administrative control of the Employer Government and its properties and facilities and the activities of its Employees;

(b) To hire all Employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees;

(c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

Nothing contained herein shall be construed to deny or restrict the Employee of its rights, responsibilities, and authority, under R.S. 11, 40 and 40A, or any other national, state, county or other applicable laws.

The Employer agrees that all benefits, terms and conditions of employment relating to the status of Employees, 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 this Memorandum of Agreement.

Notwithstanding other provisions of this Agreement, the parties expressly agree that all terms and conditions of employment may be the subject of good faith negotiations between the parties.

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

The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such additional issues as may arise.

If agreement is reached between the parties as to any such additional issues, the, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the appropriate Employer representative.

*F.A.*

DEPARTMENTAL INVESTIGATIONS

In all cases where an Officer, the subject of an investigation, is expressly threatened with disciplinary action or suspension resulting from his performance or performance in the line of duty, he shall upon being so advised, have the right to consult with counsel or anyone else prior to being questioned provided that the interrogation is not unduly delayed. In such case the interrogation may not be postponed beyond 10:00 A.M. of the day following notification of the interrogation.

Under no circumstance shall the Employer offer or direct the taking of a polygraph or voice print examination for any Employee covered by this Agreement.

The rights provided for herein are intended to prevent the Officer to be interrogated from being subject to disciplinary actions by reason of his failure to answer questions until his right to consultation herein provided for has been afforded, provided consultation is requested. This provision is not intended nor shall be invoked to frustrate the every day operation of the Police Department.

*7a.*

SALARIES

The base annual salaries of all Employees covered by this Agreement shall be set forth in Appendix "A".

An additional pay step shall be paid to Employees who have completed twenty (20) years of service. This additional pay step will be a base increase equal to one-half ( $\frac{1}{2}$ ) the difference between the Employee's then current base rate of pay and the base rate of pay for the next higher rank. A Sergeant, upon completion of twenty (20) years of service, would therefore receive the pay of Sergeant plus a base increase of one-half ( $\frac{1}{2}$ ) the difference between the Sergeant's base rate and Lieutenant's base rate. This provision shall be applicable to all ranks.

The base annual salaries of all Employees covered by this Agreement shall, along with all other economic items, be deemed retroactive to January, 1991 unless otherwise specified and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

Pay checks shall be issued on a weekly basis.

*Fl.*

WORK DAY, WORK WEEK AND OVERTIME

The normal work day tour shall be eight (8) hours, which shall include within the eight (8) hour span, a meal period of thirty (30) minutes and two (2) coffee breaks of fifteen (15) minutes each.

Forty (40) hours per week shall be the normal work week.

The normal work day shall be based upon the utilization of a three (3) squad system which shall function for eight (8) hours for each squad during a twenty-four (24) hour day.

Work in excess of the Employee's basic work week, or tour for a day is overtime.

Overtime shall be paid by the following rules: It shall be paid either as paid overtime compensation (time and one-half) or compensatory time.

Compensatory time shall be computed at the rate of time and one-half.

The Employee shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time and shall exercise such discretion either immediately before working such overtime or immediately after completing the working of such overtime and shall notify his commanding officer in writing of his decision, subject to the needs of the Department.

*F.A.*

An Employee may accumulate no more than ninety-six (96) hours of overtime to be banked as compensatory time which is equivalent to sixty-four (64) hours at straight time.

For all hours in excess of ninety-six (96) hours of overtime pay the Employee shall receive only paid overtime compensation.

If the Employee chooses paid overtime compensation, that choice, once made, may not be altered.

If the Employee chooses compensatory time, that choice may be altered at the sole option of the Employee under the following conditions:

- (a) The request for conversion is made in the calendar year during which the compensatory time was earned.
- (b) The request for conversion must be received by the commanding officer no later than the day following the normal pay day to insure inclusion within the next two (2) pay periods.

Any compensatory time not utilized by the Employee during the calendar year shall be paid to him pursuant to the paid overtime compensation provision of this Agreement.

*Z.A.*



HOURLY RATE

To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary, his annual longevity payment and his educational benefits shall be added together and then divided by 2080 hours.

*J.d.*

COURT TIME

Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies in connection with his duties as a Garfield Police Officer.

Whenever an Employee covered by the contract is required to attend any court or administrative proceeding (including but not limited to Superior Court actions, Grand Jury proceedings, Municipal Court appearances, Administrative Agency hearings, Garfield City Administrative proceedings, etc.) and where such appearance arises out of the Police Officer's duty or arises out of the Employee's status as a law enforcement Employee then each such appearance shall be compensated at the overtime rate (time and one-half) with a minimum guarantee of two hours compensation at the overtime rate.

*7a.*

When an Employee covered under this Agreement shall be required to travel to and from any of the courts or administrative bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided, however, that such travel time shall be computed between the Employer's police headquarters and the pertinent court or administrative body.

*7a.*

IN-SERVICE TRAINING

Section 1.

Each member of the Department with two (2) or more years service will be scheduled to attend at least two (2) in-service training courses of his choice, which choice shall be subject to Department approval during the calendar year. The Departmental approval shall not be used to defeat the purpose of this clause, which is to have each Employee attend the specified number of training courses. The choices shall be made from a list which shall be supplied by the Police Department.

Section 2.

Each member of the Department attending school pursuant to Section 1 above, shall be reimbursed for expenses at the rate of Ten (\$10.00) Dollars per day. The basic training program is excluded from the coverage of this section.

Section 3.

The Employer agrees to compensate all Employees covered by this Agreement at time and one-half rate for attending departmentally required training courses on their own time.



RECALL

Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.

*Yd.*

PRIORITY FOR OVERTIME

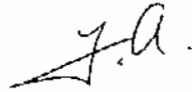
Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first from the preceding shift in an order of preference based upon a rotating seniority roster. If no Employees can be found from the preceding shift who can work the overtime, then the overtime shall next be offered to other regular Employees in the Patrol Division in order of seniority.

There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interests of the Employer to bypass an Employee or Employees on the seniority list.

The purpose of this section is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein.

While this Agreement contemplates the possibilities noted in second paragraph above, it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purposes of the overtime roster.

Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member on the seniority roster aforementioned except in cases of emergency situations such as departmental mobilization.

A handwritten signature in dark ink, appearing to be 'J.A.', is located at the bottom right of the page.

With regard to what is commonly known as "school or special details," it is agreed that the Employer will attempt to obtain full time Employees of the Police Department to work said details and will make an officer of such details to the regular full time Employees on the basis of the rotating seniority roster when such work is controlled through the Police Department.

It will be the obligation of the Employee to set up their own roster for school or special details.

At the commencement of each tour of duty, all vacant positions caused by any reason on the projected work chart shall be filled (including but not limited to vacancies due to injury, illness, etc.) with a bargaining unit Employee of equal rank. If no person of equal rank can be found to work the extra duty, then an Employee of the next closest rank shall be used and shall be paid a rate equal to their next highest rank.

Irrespective of the above, it shall be the prerogative of the Employer to fill a vacant position when at least one other superior officer is working on any given tour of duty. (Arbitration 1/17/83).

*Y.A.*

SHIFT CHANGES

The Employer agrees that it will not indiscriminately adjust shifts of individuals so as to avoid overtime payment to Employees covered by this Agreement.

*F.A.*



LONGEVITY

In addition to all wages and other benefits, such Employee shall be entitled to a longevity payment as set forth in **Appendix "B"**.

The said payments for longevity shall be paid on a weekly basis to the Employees entitled to same.

*F.A.*

UNIFORM & EQUIPMENT

The Employer will pay each Employee, during the term of this Agreement, the sum of Four Hundred (\$400.00) Dollars per year as a clothing allowance. Fifty (\$50.00) Dollars of said clothing allowance shall be paid by the Employer upon a submission of voucher for clothing purchased by the Employee. (Arbitration 9/26/83).

This payment shall be made to plainclothed as well as uniformed Employees.

If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items.

Utilization of the above paragraph shall not diminish the clothing allowance set forth in this Agreement.

An Employee's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged as a result of a single episode during the course of his employment, shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee.

Any such payments made under the above paragraph shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement.

If an Employee of the Department alleges that a motor vehicle assigned for use is unsafe due to standard mechanical failure, then the vehicle will be inspected by the City Mechanic or person

designated by the Employer before its use. If City Mechanic or other person is not available to inspect said vehicle, then another vehicle will be assigned to the Employee, provided that the head of the Department determines that said vehicle is defective due to standard mechanical failure. If the officer continues to maintain that said vehicle is unsafe and if no vehicle is available to the officer so assigned, then the Superior Officer or Department Head shall call in the City Mechanic or another mechanic to inspect the vehicle and the decision of the City Mechanic will be final. If the City Mechanic or mechanic determines the vehicle to be defective for use due to standard mechanical failure then the vehicle shall be inspected by a State of New Jersey Motor Vehicle Inspection Station, whose decision as to its safety shall be final.

*JA.*

EDUCATION INCENTIVE

In addition to all other wages and benefits provided in this Agreement, each Employee shall be entitled to an additional payment, if the Employee is qualified for same, pursuant to the qualifications and limitations as set forth in Appendix "C".

*7a.*

## VACATIONS

The vacation allowance shall be as set forth in this Agreement in Appendix "D".

When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year pursuant to the Civil Service Statutes.

If an Employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

Vacations may be taken in three (3) segments.

If an official holiday occurs during an Employee's authorized vacation, he will be entitled to an additional vacation in lieu of the holiday.

Vacations may be taken from January 2 through and including December 15 of each year.

Vacations shall be selected on a rotating seniority basis which shall be established by the Department. Once an Employee selects five (5) or more consecutive days of vacation under this clause, the next senior man shall make his selection, and so on,

until the seniority list is exhausted, at which time the process shall be continued.

Vacations will henceforth, pursuant to the above paragraph of the Agreement, rotate on a seniority basis, for both the superior officers and patrolmen, independent of each other. Except with the approval of the Chief, the effect of such rotating vacations shall result in no more than one superior officer and one patrolman exercising vacation during the same time period for each tour of duty. The selection of vacation time shall be made by the patrolmen and the superior officer independent of each other and shall, therefore, result in patrolmen having access to the same vacation time independent of the superior officers. (Arbitration 1/17/83).

*7a.*

HOLIDAY

All Employees covered by this Agreement shall be entitled to and will receive fourteen (14) paid holidays per year which shall entitle each Employee to have time off with pay on fourteen (14) working days.

The holidays noted herein shall be as set forth in **Appendix "E"**.

In addition to the annual salaries and other benefits set forth in this Agreement, each Employee shall be paid an additional day's pay for each holiday enumerated in this Agreement.

To the extent possible, the choice of which day each Employee shall be off duty pursuant to this section shall be determined by a rotating seniority schedule which shall be administered in the same fashion as the vacation roster; for the purpose of this clause, the senior Employee shall select on (1) day as his first choice of a holiday and so on until the process has been completed.

In addition to the regular paid holidays heretofore set forth, the Employees covered under this Agreement shall be entitled to such further paid holidays as may be declared from time to time by the President or Congress of the United States, the Governor of the State of New Jersey or any and all additional holidays declared by the governing body herein. However, the Employee shall not be entitled to both an additional day off and an additional day's pay.

*Z.A.*

SICK LEAVE

All Employees covered by this Agreement shall be granted sick leave with pay as set forth in Appendix "F".

Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the Employee or necessary attendance upon a member of the immediate family. In cases where there is a family quarantine then the Employee shall submit a doctor's note certifying his fitness to return to work.

Upon retirement each Employee shall receive, at his sole option, either a percentage of his accumulated sick leave or three (3) calendar months of terminal leave with full pay and benefits. In the event that a percentage of available sick leave is elected by the Employee then the percentage to be used shall be two (2%) percent for each year of service with a minimum percentage of thirty (30%) percent and a maximum of sixty (60%) percent. The percentage of available sick leave may be taken, at the Employee's option, as either terminal leave or in lump sum payment. If lump sum payment for available sick leave is elected then the Employee shall so notify the City Manager in writing by November first of the year next preceding the year of retirement.

*Y.A.*



WORK INCURRED INJURY

Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) 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 Employer.

The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer may reasonably require the said Employee to present such certificates 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 Employer or by 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 or, by the final decision of the last reviewing Court shall be binding upon the parties.

For the purpose of this Article, injury or illness incurred while the Employee is acting in any Employer authorized activity, 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 an injury or 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 sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

*F.A.*

PERSONAL LEAVE

Each Employee shall have three (3) personal leave days per year. For the purposes of this clause, an Employee shall not be required to advise his superior of the reason for the personal leave days.

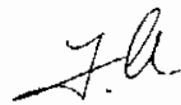
Except in cases of emergency, Employees shall give the Chief of Police three (3) days notice of their intention to take a personal day and must receive approval from the Chief of Police to insure that the Employer has adequate personnel on hand to perform all necessary functions.

A denial of an application for personal time under this section by the Chief shall only be made for sufficient cause and any such denial may become the subject of a grievance procedure under this Agreement.

Personal leave time under this Article shall be granted to units of not less than one (1) day for each occasion.

If an Employee requests to use personal leave during the year when the personal leave is provided and such request is denied, then such unused personal leave time as may exist shall be carried over into the next calendar year.

Each Employee shall use his best efforts to request and use at least two (2) of his annual personal leave days by December first of the calendar year.

A handwritten signature in cursive script, appearing to be 'J.A.', is located in the lower right quadrant of the page.

BEREAVEMENT LEAVE

All permanent full time Employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family within the State of New Jersey and up to five (5) days leave if outside the state.

Immediate family shall include spouse, children, parents, brothers, sisters, grandparents of Employee or spouse.

Such funeral leave shall not be charged against the Employee's vacation or sick leave.

Any extension of absence under this Article, however, may be at the Employee's option, and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period, subject to the approval of the Chief of Police.

In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police and with the consent of the City Manager.

*F.A.*

LEAVE OF ABSENCE

All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed one hundred twenty (120) days.

The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the governing body. The governing body shall consider each case on its merits and without establishing a precedent. The Employer will not unreasonably deny an Employee's request for a leave of absence.

This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. It shall be granted only when the Employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

At the expiration of such leave, the Employee shall be returned to the position from which he is on leave and will receive as the date of his return all benefits he would have received had he not taken the leave. His benefits accumulation is tolled during any leave of absence.

Seniority shall be retained during all leaves.

*Z.A.*

**MEDICAL COVERAGE**

The Employer will provide and pay for Blue Cross, Blue Shield, Rider J. and Major Medical insurance for Employees covered by this Agreement and their families. All plans shall be the best possible plans offered by the respective insurance companies.

The Employer shall provide, at the Employer's sole cost and expense, a full family prescription plan. Said full family prescription plan shall provide a One (\$1.00) Dollar Employee co-payment [the Employee shall not be caused to pay more than One (\$1.00) Dollar for any single prescription] and said plan shall cover the Employee and family. The employer reserves the right to change carriers so long as equivalent coverage or superior coverage is provided.

All increases in premiums shall be borne entirely by the Employer.

**Medical Benefits for Retirees** - Continuation of medical benefits (Blue Cross, Blue Shield, Major Medical, etc.) for retirees who leave the Police Department with a twenty-five (25) year pension retirement (as defined by the New Jersey Pension Statutes) or a work incurred disability retirement (as defined by the New Jersey Pension Statutes) effective upon the date of the arbitrator's award.

The following stipulations shall apply:

- (1) The Employee must have served twenty-five (25) years of service or be on a disability retirement as defined by the New Jersey Statutes.

Zg.

(2) The coverage is limited to the Employee and the Employee's spouse.

(3) If the Employee is eligible under another medical benefit program, then the City of Garfield would not be required to duplicate benefits. In such instances where there is a duplication there shall be no obligation on the City of Garfield to provide medical coverages to the retiree under this clause.

(4) The City shall have the right to request an annual certification of No. 3 above.

A handwritten signature in black ink, appearing to be the initials 'Z.A.' with a stylized flourish.

## INSURANCE

### Section 1.

The Employer will continue to provide existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

### Section 2.

False Arrest Insurance, etc. - In the event of a civil action against any Employee for conduct arising in, or out of, the course of his employment, the City shall pay any adverse judgment, save harmless and protect such Employee from any financial loss resulting therefrom. Each Employee shall also be covered by a minimum policy of Three Hundred Thousand (\$300,000.00) Dollars in insurance holding him harmless for all actions arising in or out of the course of his employment including actions for false arrest, excessive force and the like. The provision of First Aid, whether on or off duty, is considered law enforcement activity and is covered by this Article.

J.A.



LIFE INSURANCE

The Employer will provide, at its own cost and expense and without cost to the Employee, a life insurance policy in the face amount of Two Thousand (\$2,000.00) Dollars per Employee, with a double indemnity provision.

*Z.A.*

BULLETIN BOARD

The Employer will supply one (1) ~~bulletin~~ board for the use of the Association to be placed in conspicuous location.

The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

No matter may be posted without receiving permission of the officially designated Association representative.

Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police.

However, approval for posting shall not be unreasonably withheld.

*F.A.*

CEREMONIAL ACTIVITIES

In the event a Police Officer in another Department in the State of New Jersey is killed in line of duty, the Employer shall provide at least one (1) uniformed on duty Police Officer of the Department to participate in funeral services for the said deceased officer subject to availability of manpower. There shall be no limitation on attendance at such ceremonies by off duty officers.

Subject to the availability of same, the Employer will permit a Department police vehicle to be utilized by the members in the funeral service.

Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Chief of Police.

*Z.A.*

PERSONNEL FILES

A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

Any member of the Police Department may be appointment review his personal file but this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

*F.A.*

MILITARY LEAVE

Military leave for Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

*F.A.*

PENSION

The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and the laws of the State of New Jersey.

The Employer will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.

It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate police retirement fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

*Z.A.*

## GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee or a group of Employees with respect to the interpretation, application or violation of policies, agreements or administrative decisions effecting them, or any violation of the provisions of this Agreement.

The procedure for settlement of grievances shall be as follows:

(a) STEP ONE - In the event that any Employee covered by this Agreement has a grievance within four (4) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is presented to him.

(b) STEP TWO - If no satisfactory resolution of the grievance is reached at Step One, then within two (2) working days the grievance shall be presented in writing to the Captain in charge of the unit to which the grievant is assigned. The Captain shall

render a decision within five (5) working days after the grievance was presented to him.

(c) STEP THREE - If no satisfactory resolution of the grievance is reached at Step Two, then within two (2) working days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within five (5) working days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the Captain in charge of the Department for determination.

(d) STEP FOUR - If the Association wishes to appeal the decision of the Chief of Police (or the Captain in charge if the Chief is absent), it shall be presented in writing to the Garfield City Manager or his delegated representative, within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's governing body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within ten (10) working days of receipt of the written grievance.

(c) ARBITRATION -

(1) If no satisfactory resolution of the grievance is reached at Step Four, then within five (5) working days, the grievance shall be referred to the Public Employment Relations Commission for



the selection of an arbitrator, pursuant to the rules of said Agency. 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. The parties specifically reserve their rights to go to Court following such an arbitration award and to move to vacate or confirm said arbitration award pursuant to the rules of Court.

(2) The Arbitrator shall have no authority to add to or subtract from the Agreement.

(3) 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. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties therein direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

(4) No Employee covered by this Agreement may have the right to process his own grievance without his representative.

(5) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the

time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

*Z.A.*

SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall not be affected thereby.

If any such provisions are so invalid, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

*Z.A.*

OFF DUTY POLICE ACTION

Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

Any action taken by a member of the force on his time off, which would have been taken by an officer on active duty if present or available, shall be considered police action, and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed off duty Police Officers, and further recognizing the weighty responsibility and hazards confronting such armed off duty Police Officers, the Employer agrees to pay such Employees an additional sum of One (\$1.00) Dollar per year which shall be deemed paid as a part of the Employee's base annual wage.

*F.A.*

TRAVELING EXPENSES

Any Police Officer shall be paid for transportation, if not provided, while attending any police academy or other in-service training institutions or while on any official assignment when an official car is not available or provided. In such cases he shall be paid at the rate of Fifteen (\$.15) Cents per mile. Further, he shall be paid Three (\$3.00) Dollars towards the cost of a meal expenditure.

*F.A.*

YEARLY CALENDAR

Except as otherwise modified by this Agreement, the present calendar and scheduling procedures are to remain in full force and effect pursuant to present practices.

The calendar showing the yearly schedule and assignments shall be posted at a conspicuous location and available for review by Employees no later than January 15, of each year.

*z.a.*

CHANGES AND MODIFICATIONS

Any changes or modifications in terms and conditions of employment shall be made only through negotiation with the Association.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

In the event the appropriate State Pension Board or Rules and Regulations relating thereto enacts modifications which modifications would inure to the benefit of the Employees if they were incorporated herein they shall be deemed incorporated herein without further action by or between the parties hereto.

*F. A.*

SENIORITY

Traditional principles of seniority shall apply to Employees covered by this Agreement. Such principles shall apply to lay off, recall and transfer. Seniority is defined to mean the accumulated length of service with the Department, computed by time in grade for each rank. In the event time in grade cannot be determined by date of rank, then in that event time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such a certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

*F.A.*



PBA BUSINESS

The Employer agrees to grant the necessary time off without loss of pay to the three (3) members of the PBA selected by the members of the PBA as delegates to attend any state or county convention of the New Jersey Policemen's Benevolent Association. Further, the Employer agrees to grant the necessary time off without loss of pay to the PBA representative duly designated as the State Delegate to attend the monthly State PBA meeting.

A handwritten signature in dark ink, appearing to be 'Y.A.', is written over the page number.

AGENCY SHOP CLAUSE

Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

*J.A.*

EQUIPMENT

The equipment of said vehicles shall include, but not be limited to, the following equipment; automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic trunk release, roof rack with electronic siren and lights, oxygen, first aid kit, flares and fire extinguishers.

All marked vehicles shall be equipped with twelve (12) gauge shotguns and cages.

*Z.A.*

TERM OF CONTACT


This contract shall take effect upon the execution thereof and shall have a term from January 1, 1991 through December 31, 1993

This Agreement shall remain in full force and effect until a successor agreement is executed. All retroactive payments which may be due as a result of the economic clauses of this Agreement shall be paid as soon after execution as is practicable.

*Z.A.*

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1991.


ATTEST:

  
\_\_\_\_\_  
ANDREW J. PAULICA, CITY CLERK

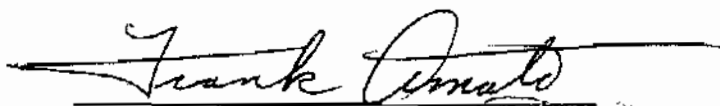
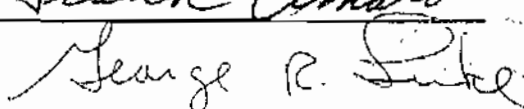
ATTEST:

\_\_\_\_\_

CITY OF GARFIELD:

  
\_\_\_\_\_  
JAMES KRONE, MAYOR

POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL 46

  
\_\_\_\_\_  


GEORGE R. LUKE  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES SEPT. 18, 1997

APPENDIX "A"

SALARIES

	<u>Eff.</u> <u>1/1/91</u>	<u>Eff.</u> <u>7/1/91</u>	<u>Eff.</u> <u>1/1/92</u>	<u>Eff.</u> <u>7/1/92</u>	<u>Eff.</u> <u>1/1/93</u>	<u>Eff.</u> <u>7/1/93</u>
<u>Patrolman:</u>						
1st Year	\$32,926	\$34,408	\$35,784	\$37,395	\$38,890	\$40,641
2nd Year	35,109	36,689	38,157	39,874	41,469	43,335
3rd Year	37,654	39,349	40,923	42,764	44,475	46,476
4th Year	39,743	41,531	43,192	45,136	46,941	49,054
After 4th Year (Max)	42,789	44,714	46,503	48,595	50,539	52,813
Investigator	\$44,898	\$46,918	\$48,795	\$50,991	\$53,031	\$55,417
Sergeant	\$45,103	\$47,132	\$49,018	\$51,223	\$53,272	\$55,669
Lieutenant	\$46,793	\$48,898	\$50,854	\$53,143	\$55,268	\$57,756
Captain	\$49,317	\$51,536	\$53,597	\$56,009	\$58,250	\$60,871

All retroactive monies shall be paid as soon after the execution of this Agreement as is possible.

*F.A.*

APPENDIX "B"

LONGEVITY

After five (5) years of completed service.....4%  
After ten (10) years of completed service.....5%  
After fifteen (15) years of completed service.....6%  
After twenty (20) years of completed service.....7%  
After twenty-three (23) years of completed service .....9%

*J.A.*

APPENDIX "C"

Section 1

All members of the Police Department of Garfield shall be entitled to receive, in addition to their regular salary and wage benefits, a credit in the sum of Ten (\$10.00) Dollars for each credit hour completed in an accredited institution of higher education. Each member of the Police Department shall be entitled to receive said credit in each calendar year provided, however, that he has been a member of the Garfield Police Department for a period of three (3) years or more, and he shall continue to pursue a course of study to attain either an associate degree or a bachelor's degree. In the event any officer ceases to pursue his required credits towards an associate degree for a period exceeding two (2) years, then in that event the City shall cease paying the credit allowances accrued to date. Further, each Employee shall be entitled to receive payment up to a total of one hundred twenty-eight (128) credits.

Section 2

Each member of the Police Department requesting credit shall submit a certification from the institution that he or she has successfully completed the credits, the specific courses and programs under which the credits were completed and verification that the same were pursued towards the attainment of a degree in any course of study relating to law enforcement including but not limited to Police Science, Psychology, Criminal Justice and Sociology.

Section 3

The question of which credits and courses are compensable shall be subject to a study and decision by a committee to be designated by the



parties hereto. The committee shall consist of two (2) members representing the City and three (3) members representing the Association. After the committee makes the determination as to which credits and courses are compensable, an amendment shall be added to this Agreement indicating these specific credits and courses. Only those credits and courses approved by the study committee will be subject to compensation. The study committee shall retain jurisdiction to consider the eligibility of new courses. The study committee shall have the power to review the one hundred twenty-eight (128) credit standard established under Section 1.

APPENDIX "E"

HOLIDAYS

New Year's Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Election Day

Thanksgiving Day

Friday following

Thanksgiving Day

Christmas Day

Martin Luther King's

Birthday

APPENDIX "F"

Except as otherwise modified by this Agreement, the present sick leave program shall continue in full force and effect.

(A) Each Employee shall be entitled to fifteen (15) sick leave days per year which shall be cumulative from year to year.

(B) Partial absences from duty due to sick leave shall be calculated to the nearest half hour per calendar year and shall be deducted from accumulated sick leave at the end of the calendar year in eight (8) hour segments (eg. 8 - 15 1/2 hrs./ 1 day; 16 to 23 1/2 hrs./ 2 days, etc.). (3/1/82 Arbitration)

(C) The procedure referred to above shall become effective on February 10, 1982 and members of the unit shall not suffer deductions from sick leave for partial absences prior to that date. (3/1/82 Arbitration)

*F.A.*