

Contract no. 1207

A G R E E M E N T

Between

TOWN OF NEWTON
SUSSEX COUNTY, NEW JERSEY

and

POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 138

January 1, 1992 through December 31, 1992

39 Trinity Street
Newton, New Jersey 07860

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PREAMBLE

THIS AGREEMENT is dated the 18 day of JUN 1992
between the Town of Newton, a Municipal Corporation of the State
of New Jersey, hereinafter referred to as the "Town" and the
Policemen's Benevolent Association, Local No. 138, hereinafter
referred to as the "Association":

ARTICLE 1

PURPOSE

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

ARTICLE 2

INTENT

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

ARTICLE 3

RECOGNITION

A. The Town recognizes the Association as the exclusive negotiating agent and representative for all sworn Patrolmen employed by the Town within the Newton Police Department.

ARTICLE 4

MANAGEMENT RIGHTS

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

1. Executive management and administrative control of the Town Government and the activities of its employees.

2. Determine qualifications for employment, hire all employees according to applicable law, transfer, suspend, demote, promote or discharge employees for good and just cause.

ARTICLE 5

GRIEVANCE PROCEDURE

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

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

C. The procedure for settlement of grievances shall be as follows:

1. STEP ONE

In the event that any employee covered by this Agreement has a grievance within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Chief of Police, or the officer in charge of the Department in the event of the Chief's absence, who shall respond within 20 days.

2. STEP TWO

If the Association wishes to appeal the decision of the Chief of Police (or the officer in charge if the Chief is absent), it shall be presented in

GRIEVANCE PROCEDURE (Continued)...

writing to the Town Manager, or her designated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Town Manager, or her delegated representative, may give the Association the opportunity to be heard, and will give her decision in writing within twenty (20) working days of receipt of the written grievance.

3. STEP THREE

- a. If no satisfactory resolution of the grievance is reached at Step Two, 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 Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
- b. 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 Town or its representative on the grievance.

GRIEVANCE PROCEDURE (Continued)...

- c. Employees covered by this Agreement shall have the right to process their own grievance without representation.
- d. The cost of the arbitrator shall be borne equally by the parties, but each party shall be responsible for such other costs as he may incur.

ARTICLE 6

DUTIES OF OFFICERS

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

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

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

ARTICLE 7

EMPLOYEE RIGHTS

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

B. When the Executive Delegate of the Association is a Town employee, he shall be granted leave from duty with pay not to exceed one (1) day per month to attend to New Jersey State P.B.A. business, providing he notifies the scheduling officer at least seven (7) days in advance of any said absence from duty.

C. When there is no Association Executive Delegate among the Patrolmen of the Newton Police Department, then the Local No. 138 may formally designate a representative and one alternate to attend County meetings. Should the designated representative be on duty when a County meeting is scheduled, then that person may attend provided that the meeting is within five (5) miles of the Town limits, and constant radio communication is maintained.

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

ARTICLE 8

WORK WEEK

A. The standard work week for all employees covered by this Agreement shall be an average forty (40) hours per week in a fourteen (14) day work cycle.

B. The Town will consider any proposed schedule changes that are presented by the Patrolmen to prevent Officers from working continuously in excess of a period of time that unreasonably endangers the Patrolmen or the general public. Any schedule changes may be implemented by the Patrolmen only after such changes are deemed acceptable by both the Newton Chief of Police and the Town Manager.

ARTICLE 9

SCHEDULING

A. A steady shift work concept will be implemented under the direction of the Chief of Police during the term of this contract.

B. The shift preference of individual employees will be given consideration by the Chief of Police when formulating periodic work shift assignments.

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

ARTICLE 10

SENIOR OFFICER DIFFERENTIAL COMPENSATION

A. In those instances when a Patrolman is the Senior Officer on duty on any shift, in the absence of a ranking Superior Officer of Sergeant or above, that Patrolman shall be compensated for all hours worked on said shift(s) at the base rate of pay for a Step 1 Sergeant. At no time will the Patrolman described herein be paid less than his current salary, should the Step 1 Sergeant's base salary ever fall below that of the Patrolman's current base salary.

B. Compensation will be made in a lump sum payment payable on the first pay period of each calendar year for remuneration of those hours worked during the immediately preceding year.

ARTICLE 11

OVER-TIME

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

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

C. Employees, except those working in the capacity of Detective, shall receive time and one-half for all hours worked in excess of eighty (80) hours in a fourteen (14) day cycle. All hours worked fewer than eighty (80) hours in a fourteen (14) day cycle shall be paid on a straight time basis. The first fourteen (14) day cycle of the new year shall begin with the first day of the first full pay period.

D. All employees will be fully compensated for valid over-time not later than the paycheck covering the final days of the fourteen (14) day work cycle. However, the Patromen may opt to receive compensatory time, rather than over-time pay, but may not carry over more than six (6) hours of compensatory time from one calendar year to the next. The rate will be time and one-half.

OVER-TIME (Continued)...

E. A Patrolman Detective shall not receive over-time pay, but shall receive compensatory time off at the rate of 1.5 for all hours worked over the normal forty (40) hour work week. Additionally, a Patrolman Detective shall receive proficiency pay in the amount of \$800.00 per year in 1992.

F. If more than fifty (50) hours of compensatory time are accrued by December 1st of each year, the Town shall have the option of buying back those compensatory hours up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00), if the Patrolman Detective agrees to the buy-back.

G. The Town will use its best efforts to ensure that each uniformed officer shall be given an equal opportunity to work over-time.

ARTICLE 12

CALL-BACK

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

ARTICLE 13

WAGES

A. Effective January 1, 1992, the annual base wage for each of the classifications shown shall be as follows:

<u>Classification</u>	<u>Wages</u>
Patrolman 1st Year	\$25,811
Patrolman 2nd Year	30,011
Patrolman 3rd Year	32,121
Patrolman 4th Year	35,169
Patrolman 5th Year	40,413

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

ARTICLE 14

LONGEVITY

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

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

B. Such additional compensation shall be paid notwithstanding the maximum salaries or wages, and shall be paid at the same time and same manner as regular salaries and wages.

C. Such longevity pay shall be based on the earnings of the normal work week and longevity shall not be added to over-time remuneration.

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

ARTICLE 15

HOLIDAYS

A. The employees covered by this Agreement shall receive credit for a day off for the following thirteen (13) holidays, although they may be required to actually work on the holiday itself, because of shift duties:

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

B. All tours of duty taken as a holiday shall be calculated day for day.

ARTICLE 16

VACATION

A. Annual vacation leave with pay is earned as follows:

<u>Years of Service</u>	<u>Amount of Vacation Leave</u>
One Month Through Five Years	Twelve 10-Hour Days
Sixth Year Through Ten Years	Fourteen 10-Hour Days
Eleventh Year Through Fifteen Years	Sixteen 10-Hour Days
Over Fifteen Years	Nineteen 10-Hour Days

B. All vacations shall be taken during the current year, where possible, and vacation time shall not be accumulated beyond the current and immediately preceding calendar year. Vacation days may be taken any time during the calendar year even if not yet earned for the calendar year, providing they are scheduled in advance.

C. All tours of duty taken off as vacation days shall be calculated day for day.

ARTICLE 17

SICK LEAVE AND PERSONAL LEAVE

A. Sick leave shall accumulate at the rate of one (1) day per month for the first year of employment and thereafter at the rate of one and one-quarter (1 1/4) days per month and may be accumulated from year to year.

B. Sick leave may be used for approved purposes only. A certificate from the employee's doctor may be required as sufficient proof of the need for sick leave in accordance with Civil Service Rules and Regulations.

C. For all illnesses which exceed three (3) consecutive work days, the deduction from sick leave shall be considered on a day-for-day basis, starting with day one. Illnesses of a lesser duration shall be calculated on the basis of day-for-day off for each tour of duty taken as sick leave.

D. Upon presentation of a valid injury incident report within the Police Department and a physician's certificate, any absence resulting from an injury sustained in the line of duty shall not reduce the employee's sick leave.

E. 1. Each employee covered by this Agreement may utilize three (3) days per annum as personal days, which days shall be deductible from his sick leave on a day-for-day basis. These days are noncumulative and, if unused at the end of the calendar year, the remaining days shall revert to sick leave and be placed in the employee's accumulated sick leave bank.

2. In order to be eligible to receive said personal days, the employee must give reasonable notice of his request to utilize the personal days.

SICK LEAVE AND PERSONAL LEAVE (Continued)...

3. If at the end of the calendar year only three (3) personal days were charged against the employee's sick time account and no sick days were taken, the three (3) days will automatically be credited to the sick time account for the next year.

F. Upon eligibility for full retirement or disability retirement pursuant to the Police and Fire Retirement System, individuals covered by this Agreement will be reimbursed for sick time as follows:

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

ARTICLE 18

TERMINAL LEAVE

A. Immediately preceding retirement under the provisions of the Police and Firemen's Retirement System, employees covered by this Agreement may use up to thirty-two (32) days of accumulated sick leave as "terminal leave" immediately prior to the employee's actual retirement date.

ARTICLE 19

CLOTHING ALLOWANCE

A. The Town shall budget \$475.00 in 1992 for each employee covered by this Agreement for uniform purchase and maintenance. The Town shall pay semi-annually during the months of April and October \$237.50 in 1992 to each employee who has been continuously covered by this Agreement for a minimum of ninety (90) days.

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

C. The Town agrees to supply all employees with a second badge and an identification card.

ARTICLE 20

UNIFORM CLEANING

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

ARTICLE 21

COLLEGE CREDITS, TEXTBOOK REIMBURSEMENT,
TUITION REIMBURSEMENT AND IN-SERVICE TRAINING

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

<u>Credits Toward College Degree</u>	<u>Dollars</u>
15 credits	\$200.00
30 credits	300.00
Associates Degree	500.00
90 credits	700.00
Bachelors Degree	900.00

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

C. The Town agrees to reimburse any Patrolman for costs incurred to purchase accredited police training course textbooks or required textbooks for college courses in the pursuit of an accredited degree in criminology, sociology, criminal psychology, or other program related specifically to police work; provided that the following conditions are met:

1. The Chief is satisfied with the condition of the textbook,

COLLEGE CREDITS, TEXTBOOK REIMBURSEMENT, TUITION

REIMBURSEMENT AND IN-SERVICE TRAINING (Continued)

2. The course was satisfactorily completed with a "C" or better grade,
3. The textbook becomes a permanent part of the Newton Police library,
4. There are no other books of the same title or content in the library.

D. The Town agrees to reimburse employees covered under this Agreement one hundred percent (100%) of the tuition costs for four (4) college courses per man per year. Such college courses must meet the following criteria:

1. Prior approval for the course must be granted by the Police Chief,
2. The course must be satisfactorily completed with a "C" or better grade,
3. The course must be related to a degree in a police-related program.

E. The Town may provide up to twenty-four (24) hours of police training for all Patrolmen. Such training is to be structured and conducted by the Chief in training sessions that are most conducive to continuing education for members of the Newton Police Department. Patrolmen will continue to be granted hour-for-hour compensatory time when they are required to attend training scheduled outside regular duty hours.

ARTICLE 22

DENTAL PLAN

A. The Town and the Association recognize the need for dental health and the desirability of a Dental Plan for members of the bargaining unit. Accordingly, the Town agrees to contribute the following costs per month for 1992 for each employee with more than five (5) years continuous sworn service with the Newton Police Department toward an acceptable Dental Plan.

\$20.15 Single

\$36.15 Husband and Wife

\$60.73 Family

The Town further agrees to contract with an acceptable carrier to provide for the terms and conditions of the Dental Plan.

ARTICLE 23

HEALTH EXAMINATION AND FLU SHOT

A. Each employee who is subject to this Agreement shall have a health checkup conducted once every two (2) years at the Town's expense. Arrangements for this examination will be made through the Town Manager's Office and employees will be required to be examined by the doctor designated.

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

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

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

ARTICLE 24

MEDICAL BENEFITS UPON RETIREMENT

A. The Town, during 1980, did adopt by Resolution #111-80, the provisions of Chapter 88, Public Laws of 1974, which provide for medical benefits upon retirement for employees with at least twenty-five (25) years service.

ARTICLE 25

WEAPONS QUALIFICATION

A. The Town agrees to supply one (1) box of ammunition per employee per year. Additionally, the Town shall replace rounds of ammunition that have become unserviceable at least once a year, and rounds that have been expended in the line of police duty.

B. All employees shall qualify with their on-duty weapons at least twice a year, but each employee, if he chooses, may be allowed to qualify as often as four (4) times per year.

C. All employees shall qualify with their on-duty weapons at least twice a year at a time and date set by the Firearms Instructor and all ammunition used for qualifications will be supplied by the Town without expense to the employees.

D. The Town agrees to allow two (2) hours per quarter year over-time for each employee for the purpose of qualifying with his weapon.

E. The Town further agrees to allow the Range Officer sufficient over-time to qualify the entire Department in excess of that over-time granted said Range Officer to qualify himself.

ARTICLE 26

POLICE VEHICLES AND EQUIPMENT

A. If an employee of the Department alleges that a motor vehicle he is assigned to use is unsafe to operate, then the vehicle shall be inspected by a mechanic designated by the Town before it is used. IF a mechanic is not available to inspect the vehicle, then another vehicle shall be assigned to the employee.

B. If no vehicle is available, then the Superior Officer shall call in a mechanic designated by the Town to inspect the vehicle and the decision of the mechanic designated by the Town shall be final.

C. All regular marked police vehicles purchased after the execution of this Agreement shall be a standard size vehicle with a standard police package.

D. 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 truck release, roof rack with electronic siren and lights, oxygen, first aid kit, and flares.

E. At least two (2) marked vehicles shall be equipped with twelve (12) gauge shotguns and cages.

ARTICLE 27

CEREMONIAL ACTIVITIES

A. In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Town will permit at least one (1) uniformed Police Officer of the Town to participate in the funeral service for said deceased Officer.

B. Subject to the availability of same, the Town will permit a Town police vehicle to be utilized by the employees in the funeral service.

C. Employees participating in such funeral services 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 Town Manager.

ARTICLE 28

INVESTIGATION OF POLICE OFFICERS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at reasonable hours, preferably when the member of force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with

INVESTIGATION OF POLICE OFFICERS (Continued)...

transfer, dismissal or other disciplinary action.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with his counsel, and/or his Association representative, before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.
7. In cases other than departmental investigations, if a member of the force is under arrest, or if he is a suspect or the target of a criminal investigation he shall be given his rights, pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

ARTICLE 29

AGENCY SHOP

A. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association 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 reentry into employment with the unit shall pay, as a condition of employment, a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Association membership dues, fees, and assessments as certified to the Town by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Association 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 Association and the Town.

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

ARTICLE 30

PRESERVATION OF RIGHTS

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

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

ARTICLE 31

SAVINGS CLAUSE

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

ARTICLE 32

FULLY BARGAINED PROVISION

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

TOWN OF NEWTON

(Original signed by Mayor)

John L. Iliff, Mayor

ATTEST:

(Original signed by Clerk)

Douglas L. Cummins, RMC
Municipal Clerk

P.B.A. LOCAL NO. 138

(Original signed by PBA Rep.)

Leo Beshada, Representative

(Original signed by PBA Rep.)

Donald Donofrio, Representative

ATTEST:

ARTICLE 33

TERM AND RENEWAL

A. This Agreement shall have a term from January 1, 1992 through December 31, 1992. If the parties have not executed a successor Agreement by December 31, 1992, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

B. Negotiations for a successor Agreement shall be in accordance with the Rules of the Public Employment Relations Commission.

