

1977

C O N T R A C T P R O P O S A L S

P R E F A C E

THIS AGREEMENT, made and entered into, this 19th day of April, 1977, between the BOROUGH OF CRESSKILL, in the County of Bergen, hereinafter referred to as the Borough or Emplc and LOCAL 180, POLICEMAN'S BENEVOLENT ASSOCIATION, hereinafter referred to as the PBA.

W I T N E S S E T H:

WHEREAS, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Borough and the PBA to the end that continuous and efficient service will be rendered to and by both parties, for the benefit of both:

NOW, THEREFORE, IT IS AGREED, AS FOLLOWS:

ARTICLE 1. ASSOCIATION RECOGNITION.

Section 1. The Borough hereby recognizes the PBA as the sole and exclusive representative of all patrolmen, detectives and officers of the Department of Police covered under this agreement, for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions.

Section 2. The title policeman shall be defined to include the plural as well as the singular and to include males and female

copy 4-28 to R. Mueller

ARTICLE II. LEGAL REFERENCE.

Section 1. Nothing considered herein shall be construed to deny to any policeman such rights as may be granted to policemen by any provision of N.J.S.A. 40A:14-118, et seq.

Section 2. If any section, subsection, sentence, clause or phrase of this agreement is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this agreement. The parties agree to enter into negotiations on reasonable notice by the other party for the purpose of negotiating a substitute provision for the invalid portion of this agreement. In the interim, the Employer and the Employee agree to conform as far as possible within the law to a substitute provision covering the subject matter of the invalidated provision which shall be drafted in good faith by the Employer.

Section 3. The Mayor and Council agree to make such amendments to the ordinances of the Borough of Cresskill as may be necessary to implement this contract.

ARTICLE III. MAINTENANCE OF STANDARDS.

Section 1. It is agreed that all provisions as contained in Chapters 14A and 15 of the Code of the Borough of Cresskill as amended shall continue in full force and effect and all terms thereof are incorporated herein by reference. It is agreed that any changes necessary to conform said ordinances to the terms of

this agreement shall be made by the governing body.

Section 2. All agreements, terms and understandings with respect to compensation, working conditions and employees' benefits and all prior agreements, terms and understandings not incorporated herein shall no longer be in force and effect. It is agreed this contract contains the entire agreement between the Borough of Cresskill and the Police Department for the term hereof.

ARTICLE IV. THE ASSOCIATION REPRESENTATIVES
AND MEMBERS.

Employer agrees to grant time off without discrimination within the limits of public necessity and as required by law to any member designated by the PBA to attend the state or national convention of the PBA. No more than two members shall be granted time off at any one time.

ARTICLE V. RETIREMENT.

Members shall retain all pension rights presently existing under the applicable New Jersey statutes and the Code of the Borough of Cresskill to the extent of present participation, and according to existing rules and limitations.

ARTICLE VI. EXTRA CONTRACT AGREEMENT.

The Borough agrees not to enter into any other agreement or contract with its members who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this agreement, unless agreed to by a majority of the members.

ARTICLE VII. LEAVE OF ABSENCE.

A leave of absence without pay may be granted by the governing body for a good cause to any member for a period of six months. The leave may be extended by the governing body for an additional six-month period, not to exceed two six-month periods within a three-year period. No member shall receive more than two six-month leaves in any three-year period.

ARTICLE VIII. ASSOCIATION NOTIFICATION.

Proposed new rules or modifications of existing rules governing working conditions covered by the Personnel Ordinance and Cresskill Code shall be negotiated with the majority representative before they are established.

ARTICLE IX. WORK WEEK AND OVERTIME.

Section 1. The Borough will make no permanent changes of a substantial nature in the existing work schedule without first notifying the majority representative for negotiations concerning said change. The members acknowledge that the manpower level of the force may increase or decrease during the year 1977 and that at such time the work schedule must of necessity be readjusted, and the members agree to cooperate fully in the implementation of a new work schedule. The normal tour of duty shall not be any greater than at present.

Section 2. If a member is required to work longer than his normal tour of duty, he shall be entitled to overtime, at the rate of time and a half the regular rate of pay then in effect.

Section 3. In construing overtime, fractional parts of an hour shall be rounded to the nearest half hour.

Section 4. If a member is required to stand by in uniform at his house, he shall be compensated for such stand by time at his regular rate of pay provided, however, he must be prepared to report to the police station or such other place within the Borough within fifteen (15) minutes fully prepared to execute such assignment as shall be given him.

ARTICLE X. VACATIONS.

Annual vacation shall be granted as follows:

After completion of six months service, during the first calendar year of employment, each member shall receive one work week of vacation time. Thereafter, each member shall receive an annual vacation comprised of: (A) A base period of two work weeks plus (B) One additional day for each year worked, not to exceed five work week plus two days. The maximum number of vacation days shall be thirty-two (32).

Vacation picks shall be based on seniority provided the Chief approves all vacation schedules. Whenever possible vacations are to be taken in increments of one (1) work week or more.

ARTICLE XI. HOLIDAYS.

Members shall be entitled to thirteen (13) paid holidays. In addition to the above mentioned holidays, whenever all other Borough employees are granted an additional day off in observance of a federal, state or local holiday, the members herein shall be entitled to receive an additional day's pay for every day of observance given the other Borough employees.

ARTICLE XII. INSURANCE, HEALTH AND WELFARE.

Section 1. The Borough shall provide Blue Cross, Blue Shield Rider J and major medical insurance for the member and his family.

Section 2. The Borough represents that it has comprehensive general liability insurance including a non-owned automobile endorsement as well, as coverages applicable to Employee for false arrest, libel and slander.

Section 3. Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the Governing Body of the Municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted as a result of a complaint on behalf of the Municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the Municipality shall be dismissed or finally

determined in favor of the member or officer, he shall be reimbursed for the expense of his defense. In the event criminal charges are instituted against a member arising out of conduct within the scope of said employee's employment, the member may select an attorney of his choosing and the Borough agrees to pay all reasonable and necessary legal fees in connection with the trial court proceedings provided, however, that the Borough shall be given prior written notice of estimated fees for said defense, and be afforded an opportunity to negotiate with the bargaining unit on the matter of selecting alternate counsel or limiting the Borough liability for fees.

ARTICLE XIII. CLOTHING ALLOWANCE.

All covered personnel shall be entitled to a clothing allowance of Three Hundred Fifty (\$350.00) Dollars per annum, payable on voucher. In addition thereto, all covered personnel shall be entitled to reimbursement at replacement cost for clothing and equipment damaged in the line of duty and for cleaning cost of extraordinary soiling of clothing incurred in the line of duty, subject to approval of the Police Chief and Police Commissioner, which will not be unreasonably withheld. Said maintenance allowance shall be in an amount of Seventy-five (\$75.00) Dollars per year.

ARTICLE XIV. TERMINAL LEAVE.

As and for terminal leave, members who retire in good standing shall receive credit for unused sick days with a maximum of one hundred eighty (180) days.

ARTICLE XV. TIME OFF.

Members shall be granted time off without deduction from pay or time owed for the following: (A) Death in the immediate family, from date of death to and including the date of the funeral (not to exceed seven days); (B) Serious illness, including childbirth, in the family (not to exceed three days per year). Immediate family as applied to Paragraph (A) shall consist of wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchild, sister-in-law and brother-in-law. With respect to Paragraph (B), immediate family shall consist of any such relative regularly residing with the member.

ARTICLE XVI. MILITARY LEAVE.

Military leave shall be granted under the terms and conditions provided for by the applicable Federal and State statutes.

ARTICLE XVII. GRIEVANCE PROCEDURE.

Section 1. The purpose of the grievance procedure shall be to settle all grievances between the Borough and the Association and members as quickly as possible, so as to assure efficiency

and promote employees' morale. A grievance is defined as any disagreement between the Borough and a member involving the interpretation, application or violation of this contract and the related rules and procedures. All grievances shall be processed as follows:

(1) An aggrieved member shall make a written report setting forth the salient facts relating to any grievance, which report shall be communicated to his immediate superior within seven (7) days of occurrence. The member's superior officer shall attempt at that time to resolve the matter with the aggrieved member through informal discussion. If the member is satisfied with the resolution, it shall be so noted and the report shall be forwarded to the chief and the matter will be deemed resolved.

(2) If the grievance is not settled through step (1), the superior officer shall within three (3) days deliver the same to the Chief together with a written summary of the results, of any verbal discussions which may have transpired pursuant to step (1). Within five (5) days of receiving same, the Chief shall deliver a formal written reply to the aggrieved member, the Police Committee and the Borough Clerk.

(3) The aggrieved may appeal the Chief's ruling to the Police Committee under the same rules as apply to step (2).

(4) For purposes of this Article, the Police Committee

shall be deemed to be the highest level in the chain of command. If the member is dissatisfied with the determination of the Police Committee, he may request an opportunity to be heard by and to appeal to the whole Mayor and Council.

Section 2. By mutual agreement, the parties to this contract may submit any dispute to the New Jersey State Board of Mediation for a final and binding determination of the dispute submitted. The cost of said arbitration shall be borne by the Borough and the PBA equally.

Section 3. Nothing herein shall prevent any member from processing his own grievance provided representatives of the PBA may be present at such hearing and provided, further, that no settlement with any such member shall violate this agreement.

ARTICLE XVIII. WAGES.

The following salary schedule effective January 1, 1977 and in force until December 31, 1977, is the established annual salary rate for all covered personnel:

Captain	\$17,724
Lieutenant.	\$17,069
Sergeant.	\$16,456
Patrolman - Third Year and over	\$15,701
Patrolman, Second Year.	\$13,527
Patrolman, First Year	\$11,564

ARTICLE XIX. POLICE SCHOOL.

All members shall be allowed to attend at least one (1) police school course in Bergen County at the expense of the Borough on their own time. The Borough agrees to compensate a member for use of his personal vehicle to and from school at the rate of fifteen (15¢) cents per mile plus tolls.

In addition to their normal pay, members of the Police Department shall receive additional compensation of Ten (\$10.00) Dollars for each completed credit in Police Science at an approved educational institution up to seventy (70) credits.

ARTICLE XX. FULL PAYMENT FOR DUTIES PERFORMED.

Any member assigned to duties commensurate with a higher rank shall notify the Borough Clerk of said assignment, and if he is still performing said duties thirty (30) days after receipt by the Borough Clerk of written notice thereof, he shall be paid the rate of pay for the higher rank beginning from receipt of the notice by the Clerk.

ARTICLE XXI. ATTENDANCE AT COURT.

Members of the Police Department shall be compensated for appearances in the County or Juvenile and Domestic Relations Court pursuant to a subpoena. When such appearances are made on off-duty time of such a member, it shall be at time and one-half with a minimum of four (4) hours pay.

ARTICLE XXII. SICK PAY

All covered personnel shall be entitled to sick pay for

twenty (20) days annually, which may be cumulative for up to one hundred eighty (180) days. Except for the increased number of days, this clause shall not operate to alter the sick pay policy in any other respect.

ARTICLE XXIII. INJURY LEAVE.

All covered personnel shall be entitled to three hundred sixty-five (365) working days leave with full pay for all injuries incurred in the line of duty, provided that the examining physician appointed by the governing body certifies to such injury.

ARTICLE XXIV. DURATION.

This agreement shall be in effect until ~~December 31, 1977~~. The salaries and benefits shall be applied retroactively to ~~January 1, 1977~~.

IN WITNESS WHEREOF, the said parties have caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereto affixed, the day and year first above mentioned.

THE BOROUGH OF CRESSKILL
By Andrew Vaccaro
Andrew Vaccaro, Mayor

ATTEST:

William H. Hotaling
William H. Hotaling
Borough Clerk

POLICEMEN'S BENEVOLENT ASSOCIATION
By Robert H. Mueller
Robert H. Mueller
Chairman, Salary Committee

ATTEST:

Daniel J. Sweeney
Daniel J. Sweeney
Association President