

3-0186
07-17

This general agreement made and entered on this 21st day of March,

1974,

by and between the City of ~~EO~~Orange, a municipality

in the County of Essex, State of New Jersey, hereinafter referred to as the "City" and New Jersey State Police Benevolent Association, Inc., Orange Local No. 89 Inc. hereinafter referred to as the "PBA".

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment in order that more efficient and beneficial public service may be rendered:

NOW, THEREFORE, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the City recognized as being represented by the PBA as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The City hereby recognizes the PBA as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article 1, Section 2, herein for the purposes of collective bargaining and all activities and processes relative thereto.

Section 2. The bargaining unit shall consist of all sworn employees or members of the Police Department of the City of Orange, New Jersey, now employed or hereafter employed, except the Chief of Police.

Section 3. The City and the PBA hereby agree that the PBA has the right to negotiate as the rates of pay, number of hours of work, fringe benefits, working

conditions, safety equipment, procedures for adjustments of disputes and grievances, and all other related matters.

Section 4. This agreement shall be binding upon the parties hereto and their successors.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Director of Public Safety or his designee, and the President of the PBA or his designee, shall be the respective bargaining agents for the parties.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. Employees who may be designated by the PBA to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments without loss of pay.

Section 4. Not more than 5 additional representatives of each party shall participate in collective bargaining meetings.

Section 5. Where not otherwise provided in this agreement the State Statute c/k/a Perc shall obtain.

ARTICLE III

CONDUCTING UNION BUSINESS

Section 1. The City shall permit members of the Union Grievance Committee (not to exceed 3) to conduct the business of the Committee which consists

of consulting with employees and management on specific grievances in accordance with the grievance procedure set forth herein during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

Section 2. The City shall permit members of the PBA Negotiating Committee to attend collective bargaining meetings during the duty hours of the members without loss of pay.

Section 3. The City agrees to grant the necessary time off without loss of pay to the members of the PBA selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26 C-4.

Section 4. The City shall grant time off without loss of pay to the President of the PBA and Legislative Delegate to the N.J. State PBA, or their designees to conduct PBA business and to attend State PBA functions which require their attendance. The City further agrees that the said official shall be granted time off without loss of pay to attend in an official capacity as representative of Orange Local No. 89 Inc., funerals for police officers who have given their lives in the course of their duties as police officers.

ARTICLE IV

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the City or any of its agents against the employees represented by the PBA because of membership activity in the PBA. The PBA shall not intimidate or coerce employees into membership. Neither the City nor the PBA shall discriminate against any employee because of race, creed, color, national origin, or political affiliation.

PAY TREATMENT FOR EXTENDED ILLNESS

Section 1. The City agrees to pay employees at their regular rate of pay during periods of disability due to illness, injury, or recuperation therefrom, for a maximum period of one year from the date of such disability, provided such employee is incapable of performing his duties as a police officer and that such disability is established by a competent physician. The amount of sick leave shall be within the discretion of the Director of Public Safety not exceeding one year in accordance with State Statute. However, for any lesser period of time said Director shall not withhold the grant of such leave arbitrarily, unreasonably or capriciously. This section is effective 1/1/74. Also, recent sick leave directive is amended to 24 hours insofar as requirement that applicant file a medical certificate with the Department and a copy with the Police Surgeon. This shall only apply to such persons who have exhausted three prior sick leave calls in any 12 month period of time.

ARTICLE VI

UNION SECURITY

Insofar as permitted by law, the City agrees to deduct from the pay of all employees of the Police Department dues as required by the PBA. By-Laws and other PBA rules and regulations duly enacted. All such deductions shall be paid over to the properly designated P.B.A. official monthly on a regularly recurring basis.

ARTICLE VII
MANAGEMENT OF CITY AFFAIRS

The PBA recognizes that areas of responsibility must be reserved to the City to serve the public effectively. Therefore, the right to manage the affairs of the City and to direct the working forces and operations of the City, subject to the limitations of this agreement, is retained by the City exclusively.

ARTICLE VIII
HOURS

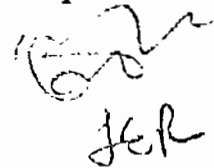
Section 1. The work day shall consist of not more than 8 consecutive hours in a 24 hour period, to wit, starting at 12 a. m. and ending at 11:59 p. m.

Section 2. All dispatchers, desk officers, shift commanders, radio car patrol and foot patrol on all shifts shall work tours of 4 consecutive work days followed by two days off. All non-tour men shall work a regular five day week, or in accordance with the practice in effect as of this date.

Section 3. Between the hours of 4 p. m. and 8 a. m. radio cars shall have two men.

1. Special K-9 Squad now established may include a tour of duty from 7 p. m. to 3 a. m., provided personnel volunteer for said hours.

2. There will be no objection on the part of the PBA to the establishment of a tour of duty, 7 p. m. to 3 a. m., for radio car patrol, provided same is voluntary and personnel need not accept the assignment except on a voluntary basis.

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ARTICLE IX

OVERTIME

Hour for hour compensatory time off shall be allowed for all hours over 40 hours per week. This envisages time off for overtime spent in County Court, Grand Jury, Prosecutor's Office, Motor Vehicle Hearings at Trenton, emergencies and other similar instances.

ARTICLE X

VACATION

(All personnel):

- a. During 1st year - 1-1/4 days per month of actual service.
- b. After 1 year - 16 working days.
- c. After 2nd year - 17 working days.
- d. After 3rd year - 18 working days.
- e. After 4th year - 19 working days.
- f. After 5th year - 20 working days.

Note: Vacations must be taken in calendar weeks for scheduling purposes.


ARTICLE XI

PERSONAL DAYS

Three (3) personal days, subject to manpower availability.

Same are not to be withheld unreasonably, arbitrarily or capriciously.

They are not cumulative, they must be consumed in each calendar year of accrual.



ARTICLE XII

BEREAVEMENT LEAVE

The City agrees that all employees covered by this contract shall be permitted bereavement leave with pay not to exceed 5 calendar days beginning with the date of death of spouses, children, brothers, sisters, mothers, fathers, mothers-in-law, fathers-in-law, grandparents of employee or spouse, or any member of employee's household. For each and every bereavement, to begin at date of death and run consecutively.

ARTICLE XIII

HOLIDAYS

Section 1. The following shall be recognized as paid holidays under this Agreement for the year of 1974:

- | | |
|-----------------------|---------------------|
| New Year's Day | Columbus Day |
| Lincoln's Birthday | Election Day |
| Washington's Birthday | Veterans Day |
| Good Friday | Thanksgiving |
| Memorial Day | Christmas |
| Independence Day | Employee's Birthday |
| | Labor Day |

Section 2. Effective January 1, 1975, all paid holidays shall be included in salary.

ARTICLE XIV

HOSPITAL, MEDICAL

Section 1. The City agrees to provide, at no cost to the employee, full Blue Cross and Blue Shield coverage, including Rider "J" for all employees and their dependents. The City also agrees to provide at no cost to the employee and their dependents.

Handwritten signature/initials

ARTICLE XV

LIFE INSURANCE

Section 1. The City agrees to provide, at no expense to the employees, a \$4,000.00 Life Insurance Policy.

Section 2. For the first year it is agreed that City may deduct from salary the first annual premium accruing on said life insurance policy. Each year thereafter the City shall pay said premiums.

Section 3. The City shall pay an additional Five Thousand (\$5,000.00) Dollars benefit to a deceased police officer's family for death resulting from an on-the-job injury. This shall be exclusive of any compensation award proceeds.

ARTICLE XVI

CLOTHING ALLOWANCE

An allowance shall be paid for the year 1974 to all employees for purchase of clothing and maintenance, payable before May 1, 1974 \$175.00; and May 1, 1975, \$250.00.

ARTICLE XVII

FALSE ARREST AND LIABILITY INSURANCE

The City will carry Police Professional Liability Insurance covering each Policeman for liability he may incur while acting in the performance of his duties in limits of \$100,000. to each person, \$300,000. to each incident and \$500,000. in the aggregate. In addition, when a member of the Police Department is made a Defendant in any suit or other legal proceedings arising out of the performance of Police duties, the City will provide the employee with Counsel, to defend such suit or legal proceedings and shall reimburse the employee for his out-of-pocket expense.

ARTICLE XVIII
PENSIONS

Section 1. The City shall continue to provide as heretofore pension and retirement benefits to employees covered by this Agreement under the Police and Firemen's Retirement System pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XIX
SENIORITY

Seniority is defined to mean the accumulated length of service with the Department computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for illness or injury.

Section 1. Assignments of police officers as well as superior officers in the patrol division shall be in accordance with the time served or seniority as Orange Police Officers, in rank. Patrol Division includes radio dispatchers, desk officers, shift commanders, radio car patrol and foot patrol.

Section 2. Seniority Days off per year shall be allowed as follows:

1 - 5 years	2
5 - 10 years	4
10 - 15 years	6
15 - 20 years	8
20 years and over	10.

Section 3. If seniority days are not used in year earned they shall accumulate.

ARTICLE XX
DISCHARGE OR SUSPENSION

No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled "Grievance Procedure", and whose pay shall not be stopped without a proper hearing, or prior to grievance procedure.

ARTICLE XXI

GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expedition and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. Complaints may be initiated by an individual employee to his immediate superior. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized PBA representative.

Section 3. When the PBA wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the PBA or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Chief or his duly designated representative. The Police Chief shall answer the grievance orally within forty-eight (48) hours.

Step 2. If the grievance is not resolved at Step 1 or if no answer has been received by the PBA within the time set forth in Step 1, the PBA shall prepare the grievance in writing in duplicate, and furnish one copy to the Police Chief, the other to the City Clerk. This presentation shall set forth the position of the PBA, and at the request of either party, discussions may ensue. The Police Chief shall answer the grievance in writing within forty-eight (48) hours after receipt of the grievance setting forth the position of the City.

been received by the PBA within the time set forth in Step 2, the grievance will be referred to the Public Safety Director. The Public Safety Director shall answer the grievance in writing within seven (7) days after the receipt of the grievance, setting forth the position of the City.

Step 4. If the grievance is not resolved at Step 3 or no answer has been received by the PBA within the time set forth in Step 3, the grievance will be referred to regular Civil Service proceedings, or State (PERC).

ARTICLE XXII

WAGES

Section 1. The following salary schedule shall be effective for the period commencing January 1, 1974 and ending December 31, 1974, and salaries shall be paid in accordance therewith:

(see attached Ordinance)

Section 2. That officers and superiors assigned to the detective division shall receive an additional stipend of \$400.00 as per (City Ordinance), per annum.

ARTICLE XXIII

LONGEVITY

Section 1. Effective January 1, 1974, each employee covered by this Agreement shall be paid in addition to the rates of pay set forth in Article ~~XXXIV~~ ^{XXVII. JAP JR} herein, a Longevity Increment based upon years of service with the Orange Police Department in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE OF SALARY</u>
5 - 9	2
10 - 14	4
15 - 19	6
20 and over	8

ARTICLE XXIV

BULLETIN BOARD

The chief or director shall permit the PBA use of one bulletin board in the police department for the posting of notices concerning PBA business and activities.

ARTICLE XXV

REIMBURSEMENT FOR EXPENSES

Section 1. Rates

(a) Meals provided for in Section 2 hereof shall be reimbursed by the City at the rate of \$3.00 per meal.

(b) Mileage - In the event a member of the Department uses his own vehicle for transportation on official assignment, as described in Section 2 hereof, mileage shall be computed to and from Orange Police Headquarters at the rate of 12 cents per mile.

Section 2. Terms and conditions of reimbursements.

(a) Schools - Members of the Department shall be paid for meals and mileage if not provided, while attending a Police Academy or any other institution that he is ordered or authorized to attend, for training other than the basic police course.

(b) Tolls - All members of the Department shall be compensated for any toll expense incurred while acting in any capacity hereinbefore so defined upon receipt and approval of validated receipt. This shall include receipts for parking fees also, to be certified by a pay voucher, and receipts.

ARTICLE XXVI
MISCELLANEOUS

Section 1. Terminal Leave.

The City will grant the same terminal leave benefits as are now received by the employees of the County of Essex.

Section 2. There shall be no prohibition against any fund raising function sponsored by the PBA, except as provided by State Law or Ordinance.

Section 3. Retention of Benefits. Except as otherwise provided herein, all rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the terms of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

Section 4. Copies of all ordinances and resolutions, of the City of Orange affecting the police department shall be given to the secretary of the PBA, after their proposal for consideration by the Board of Commissioners at a public hearing, no less than 1 day prior to said public hearing, and copies of all said ordinances and resolutions shall be given to said secretary after their passage by the Board of Commissioners.

Section 5. All vehicles, equipment, and devices furnished members of the Department must be sound and in good working order, to assure them adequate protection and safety, preparatory to their using the same, and no officer shall use a privately owned vehicle for police activities, and similarly neither shall a police vehicle of any kind be used for private or personal business.

Section 6. The present rules and regulations in connection with the operation of the police Department and maintenance of discipline except those in conflict herewith, will remain in effect, and shall be posted and made part of each officers official file.

ARTICLE XXVII SAVINGS CLAUSE

Section 1. It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstance shall be held invalid, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any such provisions are so invalid, the City and the PBA will meet for the purpose of negotiation changes made necessary by applicable law.

ARTICLE XXVIII

ACCESS TO PERSONAL FILES

The City agrees to permit each employee full inspection and examination without restriction of his personnel file during each calendar year upon request by the employee. The inspection shall take place in a private place provided by the City at reasonable hours during the day. The City may require that such inspection and examination take place in the presence of the Chief of Police or his designee and the employee may, at his option, have the president of the PBA or his designee as a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings, or information contained in his personnel file, and nothing added without notification of both parties.

No letter or communication shall be placed in a personnel file of any police officer except on notice to said police officer and only if said police officer is given an opportunity to answer any allegation contained in said letter or communication, which answer shall be affixed to the said letter or communication of complaint.

ARTICLE XXIX

TERMS OF AGREEMENT

Section 1. This Agreement shall be effective as of January 1, 1974, and shall remain in full force and effect until December 31, 1975, and thereafter from year to year until terminated except if either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, it must notify the other party in writing not less than sixty (60) days prior to such expiration date.

Section 2. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination, by registered mail, in which event the Agreement shall terminate ten (10) days following receipt of such notice.

Section 3. Notwithstanding the provisions of Paragraph 1 above, either party shall have the right upon sixty (60) days prior written notice, to reopen the Agreement as of January 1, 1974, for the negotiation of changes in ARTICLE XXII WAGES, only, for the remainder of the term of the contract, and for each year as of January 1, 1975 either party shall have the right upon 60 days prior notice to re-open the Agreement as of January 1, 1974 for the negotiation of changes in the following items only:

ARTICLE IX	OVERTIME
ARTICLE XXII	WAGES
ARTICLE XVI	CLOTHING ALLOWANCE
ARTICLE X	VACATIONS

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 21st day of March 1974.

CITY OF ORANGE

ATTEST:

Mildred E. Mariani
Mildred E. Mariani

By: Frank A. Palmieri
Frank A. Palmieri, Director
Department of Public Safety

PBA, LOCAL #89

ATTEST:

Anthony Paglucci
Anthony Paglucci, Delegate
PBA, LOCAL #89

By: John Rappaport
John Rappaport, President