

Passaic

MEMORANDUM OF AGREEMENT

BETWEEN

PASSAIC COUNTY PARK COMMISSION

AND

PASSAIC COUNTY PARK POLICE UNIT, LOCAL 80

P.B.A.

1979-1980

1/1/79 - 12/31/80

INDEX

Page Number

Preamble-----	1
Employees' Basic Rights-----	1
Existing Law-----	1
Association Recognition-----	2
Association Representatives-----	2
Rights of Employees-----	3
Salaries-----	4
Work Day, Work Week and Overtime-----	4
Hourly Rate-----	5
Court Time-----	5
Training Pay-----	6
Standby Time-----	6
Recall-----	6
Priority For Overtime-----	6
Shift Changes-----	7
Longevity-----	7
Uniforms-----	7
Vacations-----	7
Holidays-----	8
Sick Leave-----	8
Work Incurred Injury-----	9
Bereavement Pay-----	9
Medical Coverage-----	9
Insurance-----	10
Life Insurance-----	10
Bulletin Board-----	10
Ceremonial Activities-----	10
Personal Service Files-----	10
Pension-----	11
Grievance Procedure-----	11
Savings Clause-----	12
Mileage Allowance-----	12
Safety and Health-----	13
Replacements-----	13
No Waiver-----	13
Changes and Modifications-----	13
Seniority-----	13
PBA Business-----	13
Health and Safety Committee-----	14
Management Rights-----	14
Dues - Check Off-----	14
Term of Contract-----	15

PASSAIC COUNTY PARK COMMISSION

A G R E E M E N T

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PREAMBLE

THIS AGREEMENT, made this 10<sup>th</sup> day of October, 1979, by and between the PASSAIC COUNTY PARK COMMISSION, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer", and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 80 (PASSAIC COUNTY PARK POLICE UNIT), hereinafter referred to as the "PBA";

0.01

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.

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NOW, THEREFORE, it is agreed as follows:

1.00

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.

1.02

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.

2.00

EXISTING LAW

2.01

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.

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3.00 ASSOCIATION RECOGNITION

3.01 The Employer recognizes PBA Local 80 (Passaic County Park Police Unit) as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees specifically included: All police officers below the rank of inspector employed by the Passaic County Park Commission. Excluded: All non-police, police officers holding the rank of inspector, deputy chief and chief, managerial executives, confidential employees, and supervisors within the meaning of the Act.

4.00 ASSOCIATION REPRESENTATIVES

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

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

4.03 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 of its officers.

4.04 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. He shall be permitted to investigate grievances on his own time.

5.00 PRESERVATION OF RIGHTS

5.01 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 collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

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

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5.03 Notwithstanding any provision to the contrary herein, the Park Commission does not intend to and does not by this Agreement relinquish its rights by statute to establish rules and regulations for the operation of its police system as set forth in R.S. 40:37-154.

6.00 RIGHTS OF EMPLOYEES

6.01 Security and protection of personal rights depend to a great extent on the manner in which police officers perform their duty, and their employment is thus in the nature of a public trust.

6.02 The wide ranging powers and duties given to the Department and its members involve them in all manner of contracts and relationships with the public.

6.03 Out of these contracts may come questions concerning the actions of the members of the force.

6.04 These questions may require investigation by superior officers designated by the Chief of Police and the governing body.

6.05 In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted but only in the event a member of the force is under arrest or the target of a criminal investigation or a departmental investigation where he may be discharged:

- (a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise as may be determined by the Chief or his designee.
- (b) The interrogations 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.
- (c) The member of the force shall be informed of the nature of the investigation before any interrogation commences, (including the name of the complainant where charges are drawn). Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member is being interrogated as a witness only, he should be so informed at the initial contact.

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- (d) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
- (e) The member of the force shall not be subject to any offensive language nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- (f) The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer if a recorder is not available. There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.
- (g) If a member of the force is under arrest or is likely to be, that is, 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.
- (h) In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high moral of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representatives before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.

7.00 SALARIES

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

7.02 The base annual salaries of all Employees covered by this Agreement shall be deemed to be retroactive to July 1, 1979, and all monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable. Overtime shall continue at the time and one half rate.

8.00 WORK DAY, WORK WEEK AND OVERTIME

8.01 The normal work day tour shall be eight (8) hours, which shall include within the eight (8) hour span, appropriate meal and rest periods pursuant to past practices.

8.02 Work in excess of the Employee's basic tour for a day or work on a regular day off shall be considered overtime. A regular day off shall be defined by the days off listed on the posted department schedule. Court time shall be treated in accordance with the Court Time clause.

8.03 Effective January 1, 1980, all employees shall work a six (6) day cycle whereby an employee shall work four (4) work day tours followed by two (2) days off; followed thereafter by another four (4) work day tours followed by two (2) days off and such shall continue on a regular rotational basis.

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8.04 Time and one-half payment shall be paid in cash compensation for all work over eight (8) hours in a day. Overtime work under one-half hour is to be compensated on a straight time basis. Overtime work beyond one-half hour will be compensated at the time and one-half rate.

8.05 Compensatory time off is to be computed on time and one-half basis for work performed on scheduled days off.

8.06 Compensatory time off shall be taken subject to the needs of the Passaic County Park Commission Police Department; and, weekdays shall be given for weekdays worked and weekends shall be given for weekends worked.

8.07 Any compensatory time must be utilized by the Employee by no later than April first of the following year.

9.00 HOURLY RATE

9.01 To compute the base hourly rate of an Employee, the Employee's yearly base salary and his annual longevity payment shall be added together and then divided by 2080 hours.

10.00 COURT TIME

10.01 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 which has subpoena powers.

10.02 All such required court time shall be considered as overtime and shall be compensated at time and one half. (Cash payment shall be made for appearances on regular work days and compensatory time shall be given for appearances on non-work days).

10.03 When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies which has subpoena powers 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 which has subpoena powers.

10.04 The amount of overtime to which an Employee may be entitled under this Article, shall be the actual time required including waiting time in the Court or Administrative Body, which has subpoena power together with entitlement to overtime under this Article shall not be less than one (1) hour of overtime pay.

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11.00 TRAINING PAY

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

11.02 In the alternative, the tour of duty shall be adjusted to accomodate such training.

11.03 This clause shall not pertain to basic training for probationary officers.

12.00 STANDBY TIME

12.01 Standby time shall be considered as time worked but only if the prosecuting attorney requires the Employee to remain in a fixed location.

13.00 RECALL

13.01 Any Employee who is called back to work after having completed his regularly scheduled shift and has left the Park Commission system 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.

14.00 PRIORITY FOR OVERTIME

14.01 Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating seniority roster, within their respective squad.

14.02 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.

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

14.04 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.

14.05 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.

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15.00 SHIFT CHANGES

15.01 Shifts may be changed with up to three (3) days notice without obligating the Park Commission as to time and one-half compensation.

16.00 LONGEVITY

16.01 In addition to all wages and other benefits, each Employee shall be entitled to a longevity payment as follows:

Years of Service	<u>Longevity Increment</u>
7-----	2%
10-----	4%
15-----	6%
20-----	8%
25-----	10%

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

17.00 UNIFORMS

17.01 Each new Employee shall receive from the Employer, free of charge in lieu of a clothing allowance, a complete uniform.

17.02 Thereafter, the Employer will allow each Employee, during the term of this Agreement, the sum of One Hundred Fifty Dollars (\$150.00) per year, as a clothing allowance which shall be available pursuant to past practices.

17.03 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 this section shall not diminish the clothing allowance set forth in this Agreement.

17.04 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, subject to the Chief's discretion.

17.05 Any such allowances made under section above shall be in addition to be the Employee's annual clothing allowance otherwise referred to in this agreement and shall be made to the employee who submits a request within thirty (30) days and if approved will be replaced as quickly as possible provided the items are available.

18.00 VACATIONS

18.01 Each Employee covered by this Agreement shall be entitled to fifteen (15) working days vacation plus three (3) additional vacation days for each rank over the rank of Patrolman. Five (5) of which days shall be deemed to be scheduled compensation days (covering rotational and night differential scheduling) and shall be scheduled pursuant to vacation schedule practices.

- 18.02 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 only. However, not more than one-half of an annual entitlement may be carried into the succeeding year and must be used prior to April first of the succeeding year.
- 18.03 If an Employee is on vacation and becomes sufficiently ill so as to require 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.
- 18.04 Vacations shall be selected on a rotating seniority basis pursuant to past practices within the respective squads.
- 19.00 HOLIDAYS
- 19.01 All Employees covered by this Agreement shall be entitled to and will receive six (6) holiday compensation days per year which shall entitle each Employee to have time off on six (6) scheduled working days. Scheduling of same shall be in accordance with the needs of the department as determined by past practices.
- 19.02 Effective January 1, 1980, an employee may take one of the aforementioned holidays at the employee's discretion subject to five (5) days prior notification and further subject to departmental needs. Such day may not be taken in the months of June, July, and August or when the employee is scheduled for the midnight to 8 a.m. shift.
- 20.00 SICK LEAVE
- 20.01 All Employees covered by this Agreement shall be entitled to fifteen (15) days sick leave per year accruing at a rate of one and one-quarter (1-1/4) per month. Unused sick days shall accumulate from year to year in a sick leave day bank.
- 20.02 Upon retirement Employees eligible under a statutory pension fund, shall be entitled to pay for one-half (1/2) of all accumulated unused sick days at his daily rate of pay with a maximum of Twelve Thousand (\$12,000.00) Dollars.
- 20.03 Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease.
- 20.04 The Chief may at his discretion require a doctor's note from the Employee's medical doctor at the Employee's expense, verifying the need of sick leave when there is an absence of more than three (3) consecutive days or where there is a pattern of abuse. The Chief may, at any time have the right to order an Employee to be examined by an Employer's designated doctor at the Employer's expense.
- 20.05 Notwithstanding the aforgoing, the Chief has the right at any time to order an Employee to be examined by an Employer's designated doctor at the Employer's expense.

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21.00 WORK INCURRED INJURY

21.01 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, 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.

21.02 The Employee shall be required to present evidence by a certificate of an authorized 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. The Employer shall have the right to request a return to work certificate from an authorized treating doctor.

21.03 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, or if there is a dispute as to causal relationship to the work effort, 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.

21.04 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.

21.05 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on 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.

21.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

22.00 BEREAVEMENT PAY

22.01 All Employees are entitled to one (1) day leave with pay in case of death of a member of the immediate family. Immediate family shall include spouse, child or parent, sister, brother, mother-in-law, and father-in-law.

23.00 MEDICAL COVERAGE

23.01 *al*  
*SP* The Employer will provide and pay for Blue Cross, Blue Shield, ~~Rider~~ J and Major Medical insurance or its equivalent for all Employees covered by this Agreement and their families. The Employees covered by this Agreement shall also receive benefit from the Passaic County dental plan for Employees only.

23.02 All increases in premiums during the term of this Agreement shall be borne entirely by the Employer.

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24.00

INSURANCE

24.01

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, provided said insurance coverage continues to remain available to the Employer. Notice of any coverage change shall be the subject of prompt notification to the Employee organization.

25.00

LIFE INSURANCE

25.01

The Employer will provide, at its own cost and expense and without cost to the Employee, a life insurance policy in the face amount equivalent to the Passaic County group policy for county employees.

26.00

BULLETIN BOARD

26.01

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

26.02

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.

26.03

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

27.00

CEREMONIAL ACTIVITIES

27.01

In the event a Police Officer in another department in the State of New Jersey is killed in line of duty, the Employer will permit at least two (2) uniformed off duty Police Officers of the Department to participate in funeral services for the said deceased officer.

27.02

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

27.03

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.

28.00

PERSONAL SERVICE FILES

28.01

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

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

28.03 Whenever a written complaint concerning an officer or his actions is to be placed in his personal service file a copy shall be made promptly available to him, and he shall be given the opportunity to rebut it promptly if he so chooses, and he shall be permitted to promptly place said rebuttal in his file. However, this shall not apply to active investigations.

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

28.05 Personnel files (payroll, medical records, etc.) may be reviewed by appointment with the Director of the Park Commission.

29.00 PENSION

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

29.02 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.

29.03 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.

30.00 GRIEVANCE PROCEDURE

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

30.02 For the purposes of this Agreement, the term "grievance" means any complaint, difference of dispute between the Employer 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. Discipline and discharge pursuant to the Park Commission's rights under the statutes shall be excluded from this grievance procedure.

30.03 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 seven (7) calendar 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 five (5) calendar days after the grievance is first presented to him.

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(b) STEP TWO

If no satisfactory resolution of the grievance is reached at Step One then within seven (7) calendar days the grievance shall be presented in writing to the Chief of Police. The Chief shall render a decision within eight (8) calendar days after the grievance was first presented to him. In the absence of the Chief, the grievance shall be presented to the Officer in charge of the department for determination.

(c) STEP THREE

If the individual or 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 writing to the Passaic County Park Commission or its delegated representative, within fourteen (14) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Passaic County Park Commission or its delegated representative may give the Association the opportunity to be heard and will give its decision in writing within thirty-five (35) calendar days of receipt of the written grievance.

(d) ARBITRATION

(1) If no satisfactory resolution of the grievance is reached at Step Three, then within thirty (30) calendar days the grievance shall be referred to the American Arbitration Association for the selection of an Arbitrator, pursuant to the rules of said Association. 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.

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

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

(4) A failure to respond to Steps One, Two or Three within the time limits provided shall be deemed a denial of the grievance at that step.

31.00

SAVINGS CLAUSE

31.01

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

32.00

MILEAGE ALLOWANCE

32.01

Whenever an Employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance of Fifteen Cents (\$.15) per mile.

33.00

SAFETY AND HEALTH

33.01

The Employer shall at all times maintain working conditions to insure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end. Present standards and working conditions are deemed acceptable for purposes of this clause.

34.00

REPLACEMENTS

34.01

No full time Employee covered under this Agreement shall be replaced by a non-police, part-time or other personnel with the exception of radio dispatchers, administrative and clerical positions under the direction of the Chief of Police.

34.02

No full time police officer presently employed and subject by this contract shall be replaced by a non-police, part-time or other personnel with the exception of radio dispatchers, administrative and clerical positions under the direction of the Chief of Police.

35.00

NO WAIVER

35.01

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

36.00

CHANGES AND MODIFICATIONS

36.01

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established, subject to statutory amendments and case law.

37.00

SENIORITY

37.01

Traditional principles of seniority presently in existence shall apply to Employees covered by this Agreement. Such principles shall apply to lay-off, recall, transfer and any other similar acts. 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 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 a bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

38.00

PBA BUSINESS

38.01

The Employer agrees to grant the necessary time off without loss of pay to the two (2) members of the PBA selected by the members of the PBA as delegates and alternates to attend any

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State or National Convention of the State of New Jersey Police-  
men's Benevolent Association. A third delegate or alternate  
may be permitted to attend subject to Department needs within  
the discretion of the Chief of Police. 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.

39.00 HEALTH AND SAFETY COMMITTEE

39.01 The parties hereby agree to establish a Health and Safety  
Committee covering all matters pertaining to health and safety of  
members of the Passaic County Park Police force.

39.02 Said committee shall consist of an equal number of repre-  
sentatives from the Commission and the PBA. The responsibility  
of the committee shall be to review and discuss merits of sug-  
gestions impacting on the health and safety of the Passaic County  
Park Police and to make recommendations to the Passaic County Park  
Commission through the Passaic County Park <sup>PRESIDENT or CHAIRMAN of</sup> ~~Director~~ <sup>or his de-</sup>  
~~signee~~. Any person may submit suggestions to the committee. How-  
ever, such suggestions should be in writing.

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POLICE COMMITTEE

39.03 Said committee shall meet at least once every two (2)  
months at a mutually convenient time and place.

39.04 No grievance shall issue from the determination made on  
committee suggestions or recommendations.

40.00 MANAGEMENT RIGHTS

40.01 The Commission hereby retains and reserves unto itself,  
without limitation, all powers, rights, authority, duties and re-  
sponsibilities conferred upon and vested in it prior to the sign-  
ing of this agreement by the Laws and Statutes of the State of  
New Jersey, notwithstanding any provisions herein to the contrary.

41.00 DUES - CHECK OFF

41.01 Upon presentation to the <sup>COMMISSION</sup> ~~Borough~~ of a dues check off card  
signed by individual employees, the <sup>COMMISSION</sup> ~~Borough~~ will deduct from such  
employees' salaries in the amount set forth on said dues check off  
authorization card. Thereafter, the <sup>COMMISSION</sup> ~~Borough~~ 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 <sup>COMMISSION</sup> ~~Borough~~ by the PBA.

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APPENDIX A

ANNUAL BASE SALARY

<u>A. PATROLMAN</u>	July 1 1979	Jan 1 1980	July 1 1980
1. Upon Appointment (Start)	11,286	11,850	12,443
2. Completion of Six Months	12,081	12,685	13,319
3. Completion of One Year	12,876	13,520	14,196
4. Completion of Eighteen Months	13,697	14,382	15,101
5. Completion of Two Years	14,519	15,245	16,007
6. Completion of Thirty Months	15,346	16,113	16,919
7. Completion of Three Years	16,178	16,987	17,835
<u>B. SERGEANT</u>			
1. Upon Appointment	16,654	17,487	18,361
2. Completion of Six Months (Max)	17,283	18,147	19,054
<u>C. LIEUTENANT</u>			
1. Upon Appointment	17,445	18,317	19,233
2. Completion of One Year (Max)	18,112	19,018	19,969
<u>D. CAPTAIN</u>			
1. Upon Appointment	19,088	20,042	21,044
2. Completion of One Year (Max)	19,774	20,763	21,801

42.00

TERM OF CONTRACT

42.01

This contract shall take effect <sup>JANUARY 1, 1979</sup> upon the execution thereof and shall have a termination date of December 31, 1980. The parties shall negotiate a successor Agreement of terms of which shall be effective January 1, 1981.

ATTEST:

P.B.A. LOCAL #80  
PASSAIC COUNTY PARK POLICE UNIT

PASSAIC COUNTY BOARD OF CHOSEN  
FREEHOLDERS  
&  
THE PASSAIC COUNTY PARK COMMISSION

Allan C. Vogel  
PRESIDENT, P.B.A. #80

[Signature]  
DIRECTOR, BOARD OF FREEHOLDERS

Thomas M. Hannan  
REPRESENTATIVE

Ralph Bramble  
CLERK, BOARD OF FREEHOLDERS

John Segar  
REPRESENTATIVE

Ascep Bayli  
PRESIDENT, PARK COMMISSION

[Signature]

Ronald J. Honey  
DIRECTOR, PARK COMMISSION

[Signature]

[Signature]  
CHIEF, PARK COMMISSION

[Signature]  
DIRECTOR LABOR RELATION