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11-07

P. B. A. CONTRACT

This Agreement made and entered into on this 15<sup>th</sup> day of January 1976, by and between the TOWNSHIP OF LAWRENCE, in the County of Mercer, a Municipal Corporation in the State of New Jersey, (hereinafter referred to as the "TOWNSHIP", and NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION, INC., LOCAL 119, (hereinafter referred to as the "ASSOCIATION") represents the complete and final understanding on all bargainable issues between the TOWNSHIP and the ASSOCIATION and is designed to maintain and promote a harmonious relationship between the TOWNSHIP and such of its employees who are covered by Article 1, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.1

The TOWNSHIP hereby recognizes the ASSOCIATION as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article 1, Section 1.2, herein for the purpose of collective bargaining, settlement of grievances and all activities and processes relative thereto.

Section 1.2.

The bargaining unit shall consist of all superior officers, police officers and detectives of the Department of Public Safety, Division of Police, of the Township of Lawrence,

New Jersey, now employed or hereafter employed, excluding the Chief of Police, and any confidential employees and all other employees of the Township of Lawrence.

Section 1.3

This agreement shall govern all wages, hours, and other conditions of employment as hereinafter set forth.

Section 1.4

This agreement shall be binding upon the parties hereto and their successors, as permitted by law.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 2.1

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 Municipal Manager of the TOWNSHIP or his designee or designees, and the Committee of the ASSOCIATION or its designee or designees, shall be the respective bargaining agents for the parties.

Section 2.2

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

Section 2.3

Employees of the TOWNSHIP who may be designated by the ASSOCIATION 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.

### ARTICLE III

#### CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

##### Section 3.1

The TOWNSHIP agrees to grant the necessary time off without loss of pay to a member of the ASSOCIATION selected as delegate to attend any State or International convention of the New Jersey Benevolent Association as provided under N.J.S.A. 11:26 C-4. The TOWNSHIP further agrees to grant the necessary time off without loss of pay to the member of the Association selected as a State P.B.A. Representative in order to enable said delegate to attend all monthly and special meetings of the State P.B.A. and to attend to such other State P.B.A. business as may be required subject to available manpower and advance approval by the Chief of Police, provided however, said time off does not exceed twelve (12) days per calendar year.

### ARTICLE IV

#### DISCRIMINATION AND COERCION

##### Section 4.1

There shall be no discrimination, interference, or coercion by the TOWNSHIP or any of its agents against the employees represented by the ASSOCIATION because of membership or activity in the ASSOCIATION: The ASSOCIATION shall not intimidate or coerce employees into membership. Neither the TOWNSHIP nor the ASSOCIATION shall discriminate against any

employee because of race, creed, color, sex or national origin.

ARTICLE V

SICK LEAVE

Section 5.1 - Service Credit for Sick Leave.

(a) All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

(b) Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

Section 5.2 - Amount of Sick Leave.

(a) The minimum sick leave with pay shall accrue to any full time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

(b) Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose as defined by Section 5.1.

Section 5.3 - Reporting of Absence on Sick Leave.

(a) If an employee is absent for reasons that entitle him to sick leave, pursuant to Section 5.1, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(1) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(2) Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

Section 5.4 - Verification of Sick Leave.

(a) An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(1) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absence of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

(2) The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

(b) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

(c) The TOWNSHIP may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the TOWNSHIP, by a

physician designated by the TOWNSHIP. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Section 5.5 - Severance Pay.

Upon retirement of any employee in accordance with applicable state statutes and Township regulations, said employees shall be entitled to a lump sum cash payment in an amount equal to fifty per cent (50%) of his accumulated sick leave, provided however, that said payment shall in no event exceed the sum of TWELVE THOUSAND (\$12,000.00) DOLLARS.

ARTICLE VI

Section 6.1

Normal hours of employment shall not exceed forty (40) hours in any one week, nor eight hours in any work day.

Section 6.2

The official of the TOWNSHIP having charge of the Department of Public Safety, Division of Police may, in the case of an emergency as defined by the applicable Statutes of the State of New Jersey, summon and keep on duty any and all members of the Division of Police as such emergency shall require. In such event the official having such authority shall first make a formal declaration of the nature and extent of the emergency and all members of the Department of Public Safety, Division of Police, thus summoned or kept on duty shall be entitled to receive over time pay as hereinafter set forth for all time worked over the normal hours of employment as above defined.

### Section 6.3

Whenever a member of the Department of Public Safety, Division of Police, as part of his duties, shall be required to appear before any grand jury or at any Municipal, County, State, Superior or State Supreme Court or any Federal Court proceeding, the time during which he is so engaged shall be considered a time of assignment to, and performance of his regular duty and (from the time of reporting at the Court until the time excused) shall be included as part of his hours of employment for that pay period.

### Section 6.4

Whenever a member of the Department of Public Safety, Division of Police, as part of his duties, shall be required to remain after his normal tour of duty in order to complete a report, maintain traffic control at the scene of an emergency or disaster, or in order to complete an investigation or to perform any other duty as required by his commanding officer or by the Rules and Regulations of the Department of Public Safety, Division of Police, any such additional time shall, if authorized, ordered or approved by such member's commanding officer, be included as part of his hours or employment for that pay period.

### Section 6.5

Whenever a member of the Department of Public Safety, Division of Police, as part of his duties, is summoned to return or or report to duty other than for his normal tour of assignment,

whether for emergency or otherwise, he shall, except when a continuation of a regular tour of duty, be paid for not less than one (1) hour regardless of the actual time worked. In such event, such one (1) hour (or more if he actually works longer) shall be included as part of his hours of employment for that pay period.

## ARTICLE VII

### COMPENSATION FOR OVERTIME

#### Section 7.1

(a) Whenever any member of the Department of Public Safety, Division of Police, other than superior officers, in any work week shall be required, directed, or authorized to work for any period in excess of the normal hours of employment as defined in Article VI, Section 6.1 herein, he shall be paid at the rate of time and one-half of his regular pay rate. Thus, if an employee is required, directed or authorized to work for more than forty (40) hours in any one week, he shall be paid overtime for such excess time. All patrolmen, including detectives and sergeants shall be compensated by cash payments only.

(b) Superior officers shall not be paid overtime as set forth above, but shall, in lieu thereof, be entitled to compensatory time off at the rate of one hour of compensatory time for each one hour overtime work, and shall be entitled to one-half of their regular hourly pay for each such overtime hour, to be accrued during the calendar year and paid not later than December 31 of each year.



(c) Compensatory time off scheduling shall be by mutual agreement with the Chief of Police, subject to manpower availability, but in any event must be taken not later than the close of the calendar year next following the year in which the right to such compensatory time accrued.

Section 7.2

No employee shall be entitled to be paid overtime unless such overtime is ordered, authorized, or approved by his commanding officer, such order, authorization or approval to be recorded and maintained with the records of the Department in form to be determined by the Chief of Police and approved by the Municipal Manager of the TOWNSHIP.

Section 7.3

Overtime wages shall be paid at the next immediate two week pay period after such overtime is recorded as provided in Section 7.1 (b) above.

Section 7.4

The method of recording hours of employment and the administration of the records and other data necessary to effectuate the purposes of this Agreement shall be established by the Chief of Police or Municipal Manager of the TOWNSHIP. However, the computation shall be to the nearest one-half hour.

ARTICLE VIII

WAGES

Section 8.1

Wages payable to the members of the Department of

Public Safety, Division of Police for normal hours of employment shall be as follows:

<u>Patrolman</u>	<u>January 1, 1976 to December 31, 1976</u>	<u>January 1, 1977 to December 31, 1977</u>
Minimum	\$ 13,140.00	\$ 14,025.00
1st yr. after appt.	13,860.00	14,770.00
2nd yr. after appt.	14,583.00	15,518.00
3rd yr. after appt.	15,303.00	16,264.00
4th yr. after appt.	16,039.00	17,025.00
Sergeant	17,214.00	18,241.00
Lieutenants	18,646.00	19,724.00
Captain	20,210.00	21,342.00
Detective	400.00 above base	400.00 above base

#### ARTICLE IX

##### HOLIDAYS

#### Section 9.1

The following holidays shall be authorized:

1. New Year's Day.
2. Lincoln's Birthday.
3. Washington's Birthday.
4. Good Friday.
5. Columbus Day.
6. Veteran's Day.
7. General Election Day.
8. Thanksgiving Day.
9. The day after Thanksgiving.
10. Memorial Day.
11. Independence Day.
12. Labor Day.
13. Christmas Day.

All employees not receiving any of the above mentioned itemized holidays shall be entitled to compensatory time off therefore for the number of hours equalling a normal shift then in effect.

#### Section 9.2

The TOWNSHIP and the ASSOCIATION agree to recognize as holidays such additional holidays as shall be designated for

all employees of the Township of Lawrence as set forth in the appropriate Ordinance or Resolution adopted by the TOWNSHIP for such purpose.

ARTICLE X

FUNERAL LEAVE OF ABSENCE

Section 10.1

In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being defined as the mother, father, sister, brother, spouse child, mother-in-law, father-in-law, or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed three (3) consecutive days for bereavement purposes, including viewing, commencing with the day after the date of death. The employee shall be paid his regular daily base rate for all such days of excused absence which occurs during his normal work week, but in no event more than eight (8) hours pay for any one day.

ARTICLE XI

PENSIONS

Section 11.1

TOWNSHIP shall continue to provide contributions to employee's pension fund in accordance with the presently existing practice as may be provided by law.

ARTICLE XII

VACATIONS

Section 12.1

All employees covered by this Agreement shall earn and be granted paid vacation as follows:

(a) From the date of appointment to December 31, of the year appointed - one (1) working day per month.

(b) For each succeeding year up to and including the tenth (10th) year of employment - twelve (12) working days per calendar year.

(c) From the conclusion of the tenth (10th) year up to and including the conclusion of the twentieth (20th) year - fifteen (15) working days per calendar year.

(d) From the conclusion of the twentieth (20th) year and thereafter twenty (20) working days per calendar year.

Section 12.2

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Township of Lawrence unless the said TOWNSHIP determines that it cannot be taken because of pressure of work. Any unused vacation may, with the approval of and as scheduled by the Chief of Police, be carried forward into the succeeding year only.

ARTICLE XIII

LONGEVITY PAY - UNIFORM ALLOWANCE

Section 13.1

Each employee covered by this Agreement shall, in addition to his regular wages and benefits, be paid a longevity increment based upon years of service with the TOWNSHIP in accordance with the following schedule:

a.	After the completion of 8 years service	\$ 200.00
b.	After the completion of 12 year service	200.00
c.	After the completion of 16 years service	200.00
d.	After the completion of 20 years service	200.00
e.	After the completion of 24 years service	200.00
f.	After the completion of 28 years service	200.00

Section 13.2

Each employee shall qualify for the longevity increment on January 1 or July 1 nearest to the anniversary date of his employment.

Section 13.3

Effective January 1, 1976, the TOWNSHIP agrees to pay a uniform purchase and maintenance allowance of Four Hundred Twenty-five (\$425.00) Dollars per year with administrative records and procedures to be established by the Chief of Police and Municipal Manager. This sum is to pay for all cleaning and purchasing of uniforms for each police officer. Effective January 1, 1977, the TOWNSHIP shall pay a uniform purchase and maintenance allowance of Four Hundred Fifty (\$450.00) Dollars.

In the case of non-uniform employees, including superior officers and detectives, they shall receive an annual sum of Three Hundred Twenty-five (\$325.00) Dollars for calendar year 1976 and Three Hundred Fifty (\$350.00) Dollars for calendar year 1977. Said sums are allotted in lieu of a clothing and cleaning allowance.

ARTICLE XIV

HOSPITAL AND MEDICAL INSURANCE

Section 14.1

The TOWNSHIP agrees to upgrade existing medical insurance coverage to provide each member of the ASSOCIATION with coverage at least equal to that offered by Blue Cross - Blue Shield under

its 750 Series. The TOWNSHIP reserves the right to change insurance carriers with respect to the aforesaid insurance provided that the insurance will at least equal that provided under the aforesaid Blue Cross - Blue Shield 750 Series. This coverage is to be placed as soon as possible and in no case the TOWNSHIP cause any unnecessary delays in accomplishing the change.

#### Section 14.2

The TOWNSHIP will provide a drug prescription plan whereby the cost of prescriptions are to be reimbursed to each member of the ASSOCIATION. However, the cost of said plan is not to exceed Thirty (\$30.00) Dollars per member per year of the ASSOCIATION either by way of insurance coverage or by way of direct payments by the TOWNSHIP to said member of the ASSOCIATION. The TOWNSHIP reserves the right to determine whether to obtain insurance coverage according to the terms set forth above or to maintain a fund for direct payments.

#### Section 14.3

The TOWNSHIP agrees to maintain all other insurance benefits including but not limited to Major and Medical insurance protection which is presently in effect.

#### Section 14.4

It is agreed that the TOWNSHIP will provide a physical examination for each member of the ASSOCIATION, said examination to be conducted by a TOWNSHIP designated physician provided, however, that the cost of said examination is not to exceed

Seventy-five (\$75.00) Dollars per year, provided however, the Township may promulgate procedures concerning said examination.

#### ARTICLE XV

##### COLLEGE CREDITS

Each member of the Association who is or has been awarded an Associates degree in police science or law enforcement or who has completed two (2) years of a four (4) year program towards a Bachelors degree in said areas, shall receive in addition to all other sums set forth herein, an additional five hundred (\$500.00) Dollars per year. All members of the ASSOCIATION who have or do receive a Bachelors degree in police science or law enforcement shall receive a total of One Thousand (\$1,000.00) Dollars per year for said degree. All payments set forth above shall be paid on or about October 1, of each year, provided however, that the TOWNSHIP may promulgate procedures concerning same.

#### ARTICLE XVI

##### GRIEVANCE PROCEDURE

##### Section 16.1 - Purpose.

(a) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

(b) Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the Departmental supervisory staff and having the grievance adjusted without the intervention of the ASSOCIATION.

Section 16.2 - Definition.

The term "grievance" as used herein means any controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the ASSOCIATION or the Township of Lawrence.

Section 16.3 - Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of the Township of Lawrence initiated grievances, which will proceed in accordance with Section 16.4 and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

The aggrieved shall institute action under the provisions hereof within ten (10) calendar days after the cause giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the ten (10) calendar days



shall be deemed to constitute an abandonment of the grievance. The aforesaid ten (10) calendar day limitation may be extended upon presentation to the Chief of Police a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The said Chief, or his designee, shall render a decision within ten (10) days after the receipt of the grievance.

Step Two:

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within ten (10) calendar days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within seven (7) calendar days after the answer is received at the first step. The Chief of Police (or his designee) shall set a meeting within seven (7) calendar days after the request, or for such time as is mutually agreeable. Said second step meeting shall be between the Municipal Manager and the Chief of Police with the ASSOCIATION representative and the ASSOCIATION Attorney, if requested by the grievant. The Municipal Manager's answer to the second step shall be delivered to the ASSOCIATION within ten (10) calendar days after the meeting.

Step Three:

Should the aggrieved person be dissatisfied with the decision of the Municipal Manager, such person may file where appropriate for a Civil Service Review.

Section 16.4 - Township Grievances

Grievances initiated by the Township of Lawrence shall be filed directly with the ASSOCIATION within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Township of Lawrence and the Association and its attorney in an earnest effort to adjust the differences between the parties.

#### ARTICLE XVII

#### STRIKES AND OTHER JOB ACTION

##### Section 17.1

The parties recognize and acknowledge existing law in the State of New Jersey relating to the rights of public employees to strike or to take other concerted action designed to illegally obstruct or disable the proper functions of the Township of Lawrence, and employees agree to be bound by all such laws as they now exist or as they may be modified or amended from time to time. It is further stipulated by the parties that in the event of a strike or other concerted action directed to obstruct or disable proper functions of the TOWNSHIP, that the TOWNSHIP shall have the option at its sole discretion to seek relief including but not limited to: obtaining an injunction against such action under applicable laws, initiating suit to enforce the provision of this Agreement or to recover damages and additional costs incurred from the ASSOCIATION or the employees.

#### ARTICLE XVIII

#### TOURS OF DUTY

The employer shall have the right to amend the tours of duty as of January 1, 1976 to comply with the tours of duty as they were in effect during the calendar months January and February 1975, and said right shall be exercised at its option, provided, however, that in the event such option is exercised, the employer agrees to amend the vacation schedules for the calendar year 1976 to permit a total of three officers to choose their two week summer vacation from a period of fourteen consecutive weeks, said fourteen week period to be chosen at the option of the Chief of Police between the time period June 15, 1976 through September 30, 1976.

#### ARTICLE XIX

#### MANAGEMENT OF TOWNSHIP AFFAIRS

#### Section 19.1

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

(a) The executive management and administrative control of the Lawrence Township Government, its properties and facilities and the activities of its employees;

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

employees;

(c) To suspend, demote, discharge, or take other disciplinary actions for good and just cause according to law.

Section 19.2

The exercise of the foregoing powers, rights, authority, duties or responsibilities, of the Township of Lawrence the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States and Ordinances of Lawrence Township.

Section 19.3

Nothing contained herein shall be construed to deny or restrict the said TOWNSHIP of its rights, responsibilities and authority under N.J.S.A. 40 and N.J.S.A. 11 or any other federal, state, county, or local laws or ordinances.

ARTICLE XX

APPLICABLE LAWS

Section 20.1

The provisions of this Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State and Local Laws and Ordinances or any properly enacted amendments, additions, or deletions thereto, except as

specifically permitted thereby. If any provisions of the Agreement shall be judged invalid either by Court decree or by decision of an administrative tribunal, such adjudications shall not affect the validity of the remaining provisions which shall be deemed severable therefrom.

#### Section 20.2

This Agreement shall be in full force and effect as of January 1, 1976, and shall remain in effect to and including December 31, 1977. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days prior to the budget submission date in the year of the expiration of this Agreement, of a desire to change, modify, or terminate this Agreement.

### ARTICLE XXI

#### PERSONAL DAYS

#### Section 21.1

Each member of the ASSOCIATION shall be permitted three (3) personal days. Each personal day to be taken off is subject to advance approval by the Chief of Police and each member must give at least seventy-two (72) hours notice to the Chief of Police prior to taking off said day. One of the said personal days may be taken off during any shift and without specific cause or reason. The remaining two (2) days may be taken off only during the 8:00 a. m. to 4:00 p. m. shift and for one of the following reasons:

Religious observations, Doctor or dental appointments, marriages, births, employee's birthday, all legal or personal affairs that must, of necessity, take place during working hours.

ARTICLE XXII

RENEGOTIATIONS

Section 22.1

The Agreement is a final understanding of the parties on all bargainable issues, which were or could have been the subject of negotiations.

Section 22.2

It is agreed that the following items are subject to renegotiation for calendar year 1977:

(a) Medical benefits including such areas as changes in medical insurance coverage, changes in the drug prescriptions program, additions of such items as - dental program and/or eyeglass purchase and eye examination program.

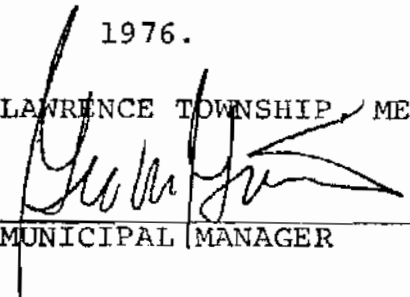
(b) Vacation leave.

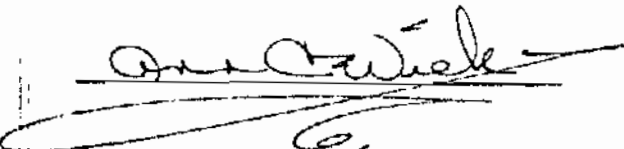
(c) The policy with respect to on-call duty for superior officers as is now in effect.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals at Lawrence Township, New Jersey, on this 8<sup>th</sup> day of July 1976.

ATTEST:

LAWRENCE TOWNSHIP, MERCER COUNTY, N.J.

  
MUNICIPAL MANAGER



ATTEST:

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, INC.  
LOCAL NO. 119

*Sam O'Connell*

BY: *Augustus J. Simonelli - President*  
BY: *Edward Carney - Rec. Sec.*  
BY: *Richard H. Morris*