

THIS BOOK DOES
NOT CIRCULATE

RESOLUTION # 3214

Offered by Councilman Alimonti

BE IT RESOLVED by the Mayor and Council of the Borough of
Garwood that it enter into an agreement with the Policemen's Benevolent
Association, Local No. 117, for the year 1976. The terms of said agreement
are attached hereto and made a part of the within resolution.

December 14, 1976

BOROUGH OF GARWOOD

BY: *(Charles) Horbacz*
CHARLES J. HORBACZ
Mayor

ATTEST:

Phyllis Mone
PHYLLIS MONE
Borough Clerk

OFFERED by Council _____

SECONDED by Council _____

DATED: _____

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THIS AGREEMENT made and entered into this _____ day of December, 1976, between the BOROUGH OF GARWOOD, in the County of Union, State of New Jersey, hereinafter referred to as the "Borough", and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 117, hereinafter referred to as the "PBA";

WITNESSETH:

WHEREAS, a contract was entered into between the parties hereto dated December 30, 1975, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the aforementioned contract by its terms continued in effect until a new contract is agreed upon; and

WHEREAS, the parties are desirous of modifying the existing contract aforementioned;

THEREFORE, in consideration of the mutual covenants provided for herein, the parties do agree as follows:

1. Article XI C is hereby supplemented to provided:

"Regular police officers shall be given first priority to work those open shifts which are available resulting from personal days or sickness of the regular or special officer initially assigned to said shift on the regular duty roster. The Chief of Police, or officer in charge, shall make the selection of the regular to be assigned to the open shift on a basis which will give equal opportunity for all regular personnel to participate. In making assignments to the open shift, no regular patrolman or officer shall be assigned except on his off day in order to avoid "double shifts" or shifts of longer than eight (8) hours in duration.

Regular police officers performing this overtime shall be compensated at straight time only.

Nothing herein shall be interpreted as to prohibit the use of special police officers on the regular duty roster, nor to prevent the assignment of special police officers to open shifts when no eligible regular police officer is available.

This provision shall be effective from the date hereof."

2. Paragraph X B is amended to provide that retroactive to January 1, 1976, all police personnel except "Patrolmen - Class B" and "Patrolmen - Class C" shall receive a salary increase of eight (8%) percent over and above the salary provided for in the aforementioned contract.

For the year 1977, all police personnel with the exceptions above shall receive a salary increase of six (6%) percent over and above the 1976 salary as adjusted by the previous paragraph.

The salary provisions for 1977 are subject to appropriations and ordinances being adopted by the 1977 Mayor and Council.

3. Article VIII is supplemented by providing for Paragraph C to read as follows:

"C. PBA BUSINESS LEAVE:

The State Delegate of the PBA shall be granted leave from duty with pay for attendance at regularly scheduled meetings, not more than twelve in number, of the State PBA, County PBA and Tri-County PBA when such meetings take place at a time when such officer is scheduled to be on duty.

The State Delegate and two Alternate Delegates elected to represent their local at the annual convention shall be granted leave from duty with pay, not to exceed days.

This provision shall be effective from the date hereof.

All other provisions of the aforementioned contract dated December 30, 1975 shall continue in effect for the years 1976 and 1977.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

BOROUGH OF GARWOOD

CHARLES J. HORBACZ, Mayor

ATTEST:

Phyllis Mone

PHYLLIS MONE, Borough Clerk

P.B.A. LOCAL NO. 117

BY: _____

ATTEST:

AGREEMENT
BETWEEN THE BOROUGH OF GARWOOD
AND POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 117

This Agreement made and entered into in Garwood, New Jersey, this day of , 1975, between the Borough of Garwood, in the County of Union, hereinafter referred to as the "Borough" or "Employer" and the Policemen's Benevolent Association, Local No. 117, hereinafter referred to as the "PBA".

WITNESSETH

WHEREAS, the Borough and the PBA recognize and declare that providing quality police protection for the Borough is their mutual aim; and,

WHEREAS, The Borough has an obligation, pursuant to Chapter 303, Public Laws of 1968, to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this AGREEMENT.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Borough hereby recognizes the PBA as the sole and exclusive representative and bargaining agent for all employees of the Police Department, excluding the Chief of the Department for the purpose of collective negotiations with respect to salaries, hours of work, claiming benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters.

ARTICLE II

POLICEMAN'S RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the Borough hereby agrees that every policeman 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 Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, of the Public Laws of 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman 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 Borough, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE III

GRIEVANCE PROCEDURES

Section 1. Procedures

The procedure for adjusting grievances shall provide the Officer with full opportunity for presentation of his grievance and for the participation of the PBA representatives. Should a dispute arise between the Borough, the PBA and any member Officer as to the meaning, application or operation of any provision of this Agreement, such dispute or difference shall be presented by any one of the parties within no more than three (3) days from

the time the same arose, and settled in the manner proscribed herein. The procedure hereby established, unless by mutual consent changed or waived in part or entirety, shall be as follows.

Step A. The appropriate PBA representative, the aggrieved party, and the Chief of the Department or his representative may reach a settlement of the dispute, if they fail to reach an agreement within five (5) days, the aggrieved party shall furnish a written statement of the grievance to the Police Commissioner on a form provided by the Borough for automatic referral to Step B.

Step B. A member or members of the Grievance Committee designated by the PBA, and the Police Commissioner shall attempt to settle the dispute within five (5) days or the dispute will automatically be referred to Step C.

Step C. A member or members of the Grievance Committee designated by the PBA, and the Mayor and Council may attempt to settle the dispute within fifteen (15) days or the dispute shall be submitted within seven (7) days thereafter to the New Jersey State Public Employment Relations Commission for binding arbitration. The grievance procedure shall not apply to questions concerning salary, compensation or longevity.

ARTICLE IV

VACATIONS AND HOLIDAYS

Section 1. Vacations

Police Officers shall receive annual vacation as follows:

(a) All police officers who have not completed one year of service shall receive five (5) working days vacation after completion of probationary period from the date of his appointment.

(b) Officers who have been continuously employed for not less than one year up to seven (7) years shall receive ten (10) working days vacation with pay.

(c) Officers who have been continuously employed for not less than seven years and up to ten years shall be entitled to fifteen (15) working days vacation with pay.

(d) Officers who have been continuously employed for not less than ten years up to fifteen years shall be entitled to eighteen (18) working days vacation with pay.

(e) Officers who have been continuously employed for not less than fifteen years up to twenty years shall be entitled to twenty (20) working days vacation with pay.

(f) Officers who have been continuously employed for not less than twenty years shall receive twenty five (25) working days vacation with pay.

(g) Vacations are to be taken from January 1 to December 31 at the Police Chiefs discretion.

Section 2 Holidays

All police officers shall receive twelve (12) holidays per year which days are to be taken off at the employee's discretion with the approval of the Chief of the Department.

Section 3

In the event holidays or vacations are not taken by December 1st, the employee shall be paid for the remaining days at the prevailing rate, up to a maximum of five days for the unused holidays or vacation days.

Section 4.

Upon regular retirement each officer shall be entitled to one calendar month terminal leave provided said officer is eligible for regular retirement under the Police and Firemen's Retirement System exclusive of disability retirement, and provided that said officer advises the Mayor and Council in writing on or before ninety days prior to the adoption of the coming budget of his intention to retire. In addition each officer shall be credited with two additional days of terminal leave for each five days of sick leave accumulated and not used during the term of his employment commencing from January 1, 1974. The Chief of Police shall submit monthly and annual reports to the Mayor and Council

which shall include information with respect to sick leave used and accumulated by each officer.

ARTICLE V

LONGEVITY

Effective January 1, 1974, the following shall be the longevity schedule:

<u>Years completed</u>	<u>Amount</u>
Upon completion of 5 years	\$ 75.00
Upon completion of ten years	\$150.00
Upon completion of 15 years	\$300.00
Upon completion of 20 years	\$450.00
Upon completion of 25 years	\$600.00

ARTICLE VI

SICK LEAVE

A. Police Officers shall be granted fifteen (15) days sick leave per year in addition to sick leave which is covered by insurance for which police officers shall receive up to six months pay while out due to sickness or accident, which is not job connected. The Borough may continue full pay after this period at its discretion as has been past practice.

B. When ill, a Police Officer shall check in with the officer on the desk, and after the second day out, the employee may be requested to submit a doctor's certificate to the Chief of Police to substantiate his absence.

C. Police Officers injured on the job shall be duly compensated until he returns to duty.

ARTICLE VII

CLOTHING ALLOWANCE

All officers shall receive a full uniform upon appointment, all other officers are to receive a clothing allowance of \$200.00 per year, uniforms to be purchased at the supplier of the officers choice on a voucher. All Police Officers are responsible to maintain their clothing in serviceable condition to the satisfaction of the Chief of the Department. Any changes in uniform are to be paid by the Borough. The detective shall receive up to \$200.00 by voucher to purchase civilian garb.

ARTICLE VIII

EMERGENCY TIME OFF

A. Death in the Family

In the event of death of a policeman's wife, child, brother, sister, mother, father, mother in law, father in law, or grandparents the policeman will be granted a leave during the period from wake until burial not exceeding four(4) days. A policeman will be granted leave of one (1) day (day of burial) in the event of the death of the brother, sister, or grandparents of his spouse.

B. Emergency

In the event of an emergency, illness or accident to a member of the family, a policeman shall be given one duty day or evening off with pay upon notice to the duty officer. For the purpose of this Article, policeman's family shall include the wife, child, parent, brother and sister of the policeman.

ARTICLE IX

INSURANCE

A. Health Benefits

The Borough shall maintain the State of New Jersey Insurance plan with stage #2, further the Borough shall maintain said insurance for the Officer and his spouse after retirement.

B. Other Insurance

The Borough shall provide liability insurance, Workman's Compensation insurance, and false arrest insurance for all police officers, and in the event criminal or civil charges are brought against a police officer as a result of performance of his duty, the Borough shall provide him with an attorney of his choice to defend such action/ The attorney chosen shall be agreeable to the Mayor and Council.

HOURS OF WORK, SALARIES AND OVERTIME

A. HOURS OF WORK

There shall be three eight hour shifts, beginning as follows: 8:00 A.M. to 4:00 P.M., 4:00 P.M. to 12:00 Midnight: 12:00 Midnight to 8:00 A.M.

B. SALARIES

Effective January 1, 1975, salaries for each member of the Police Department shall be as follows:

Chief	\$15,650.00
Captain	\$14,530.00
Lieutenant	\$13,855.00
Sergeant	\$13,290.00
Patrolman (Detective)	\$12,835.00
Patrolman, Class A	\$12,500.00
Patrolman, Class B	\$11,995.00
Patrolman, Class C	\$11,485.00

Pay day shall be every two (2) weeks.

C. OVERTIME

Police officers shall be paid time and one half for any time over eight hours, or shall receive compensatory time off at the police officers option.

A Police Officer shall receive a minimum of two (2) hours overtime for his appearance in court provided said appearance is authorized by one of the following: The Municipal Prosecutor Judge of the Municipal Court, Chief of Police, or by Subpoena.

ARTICLE XI

MISCELLANEOUS

A. EDUCATIONAL BENEFITS

The Borough shall reimburse tuition, books, and travel expenses in the event a police officer attends a police related school, in furtherance of his education, if said school is authorized by the Mayor and Council.

B. Non Police Functions

Officers of the Police Department shall be required to perform POLICE functions in accordance with rules and procedures established by the Mayor and Council and the Chief of Police, and further shall perform such other police functions as may be ordered by the Mayor and Council from time to time.

C. MILEAGE ALLOWANCE

Policemen shall be allowed 20¢ per mile when they use their own vehicle for any police purpose.

D. UNUSED BENEFITS

Any money due and owing to a Police Officer who has deceased, either from accrued pay, accumulated leave, vacation or overtime will be paid to the personal representative of his estate.

E. DEADLINE FOR NEGOTIATIONS

The deadline for opening new negotiations must be not later than ninety days prior to adoption of the new budget.

F. PRIOR PRACTICES

All other rights, benefits, privileges, duties, responsibilities and requirements affecting police officers which are not specifically provided for or abridged by this Agreement, including those which are provided for by resolution, ordinance or regulations, now or in the future, shall be applicable provided they are not in contravention of any laws of the State of New Jersey or inconsistent with the terms of the within Agreement.

ARTICLE XII

DURATION

The term of this agreement shall commence on January 1, 1975, and continue through December 31, 1975, or until a new contract is agreed upon. All other provisions of the contract for the year 1975 not inconsistent herewith shall remain in full force and effect and all inconsistent provisions of said contract are hereby repealed.

BOROUGH OF GARWOOD

By: Charles J. Horbacz
CHARLES J. HORBACZ, MAYOR

Attest:

By: Phyllis Mone
PHYLLIS MONE, BOROUGH CLERK

P.B.A. LOCAL NO. 117

BY: _____
DANIEL B. SWAYZE, PRESIDENT

Attest:

By: _____
DONALD M. LEGG, DELEGATE

Ben. M. Swayze
P. M.

THIS AGREEMENT made and entered into this _____ day of December, 1976, between the BOROUGH OF GARWOOD, in the County of Union, State of New Jersey, hereinafter referred to as the "Borough:", and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 117, hereinafter referred to as the "PBA";

WITNESSETH:

WHEREAS, a contract was entered into between the parties hereto dated December 30, 1975, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the aforementioned contract by its terms continued in effect until a new contract is agreed upon; and

WHEREAS, the parties are desirous of modifying the existing contract aforementioned:

THEREFORE, in consideration of the mutual covenants provided for herein, the parties do agree as follows:

1. Paragraph XB is amended to provide that retroactive to January 1, 1976, all police personnel except "Patrolmen - Class B" and "Patrolmen - Class C" shall receive a salary increase of eight (8%) percent over and above the salary provided for in the aforementioned contract.

For the year 1977, all police personnel with the exceptions above shall receive a salary increase of six (6%) percent over and above the 1976 salary as adjusted by the previous paragraph.

2. Article X C is hereby amended to read as follows:

"C - OVERTIME:

(1) Police officers shall be paid time and one-half for any time over eight hours or shall receive compensatory time off at the police officer's option. This provision shall apply only in cases of emergency where the police officer is assigned by the Chief of Police or other officer in the Department to work said overtime hours. Specifically, this provision shall not apply to sub-paragraph (3) below where said overtime is assigned under the "open shift" provisions.

(2) A police officer shall receive a minimum of two hours overtime for his appearance in court provided said appearance is authorized by one of the following: the Municipal Prosecutor; Judge of the Municipal Court; Chief of Police; or by subpoena.

(3) Regular police officers shall be given first priority to work those open shifts which are available resulting from personal days or sickness of the regular or special officer initially assigned to said shift on the regular duty roster. The Chief of Police, or officer in charge, shall make the selection of the regular to be assigned to the open shift on a basis which will give equal opportunity for all regular personnel to participate. In making assignments to the open shift, no regular patrolman or officer shall be assigned except on his off day in order to avoid "double shifts" or shifts of longer than eight hours in duration. Regular police officers performing this overtime shall be compensated at straight time only.

(4) Nothing herein contained shall be interpreted as to prohibit the use of special police officers on the regular duty roster, nor to prevent the assignment of special police officers to open shifts when no eligible regular police officer is available. The provisions shall be effective from the date hereof with respect to paragraphs (3) and (4) hereof."

3. The salary provisions for 1977 are subject to appropriations and ordinances being adopted by the 1977 Mayor and Council.

4. Article VIII is supplemented by providing for Paragraph C to read as follows:

"C. PBA BUSINESS LEAVE: The State Delegate of the PBA shall be granted leave from duty with pay for attendance at regularly scheduled meetings, not more than twelve in number, of the State PBA, County PBA and Tri-County PBA when such meetings take place at a time when such officer is scheduled to be on duty.

The State Delegate and two Alternate Delegates elected to represent their local at the annual convention shall be granted leave from duty with pay, not to exceed 4 days.

This provision shall be effective from the date hereof.

5. All other provisions of the aforementioned contract dated ~~December 30, 1975~~ shall continue in effect for the years 1976 and 1977.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

BOROUGH OF GARWOOD

CHARLES J. HORBACZ, Mayor

ATTEST:

Phyllis Mone

PHYLLIS MONE, Borough Clerk

PBA LOCAL NO. 117

BY: _____

ATTEST:
