

Contract no. 963

LIBRARY  
INSTITUTE OF MANAGEMENT  
RUTGERS UNIVERSITY

JUN 10 1990

RUTGERS UNIVERSITY

A G R E E M E N T

Between

THE BOROUGH OF FORT LEE

and

THE FORT LEE POLICE ADMINISTRATORS ASSOCIATION

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Effective January 1, 1990 through December 31, 1992

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THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by and between the BOROUGH OF FORT LEE, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Borough") and the FORT LEE POLICE ADMINISTRATORS ASSOCIATION (hereinafter referred to as the "Association").

WHEREAS, the parties have by good faith collective bargaining reached an agreement with respect to certain terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

## ARTICLE I

### RECOGNITION

(1) The Borough recognizes the Association as the sole and exclusive representative for full time regular Officers of the Fort Lee Police Department in the ranks of Deputy Chief and Inspector of said department.

(2) The parties recognize and affirm that their relationship is covered by the New Jersey Employer-Employee Relations Act, as amended and supplemented (N.J.S.A. 34:13A-1, et seq.) and they agree in the conduct and procedures of their collective negotiations to be bound by the rules and regulations of the New Jersey Public Employment Relations Commission. Statutory rights as to certification and decertification of a bargaining unit are maintained.

## ARTICLE II

### MANAGEMENT RIGHTS

(1) The Borough 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 not limiting the generality of the foregoing, the following rights:

- (A) To the executive management and administrative control of the Borough Government and its properties and facilities;
- (B) To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, and to promote and transfer Employees;
- (C) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

(2) Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other National or State Laws.

### ARTICLE III

#### RETENTION OF EXISTING BENEFITS AND RIGHTS

Except as otherwise provided herein, including the management rights provisions of Article II, the privileges and benefits which all Employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the term of this Agreement, and Employees shall retain all civil rights as provided under Federal and New Jersey State Laws.

## ARTICLE IV

### NEGOTIATION PROCEDURES

(1) The collective negotiation with respect to rates of pay, hours of work or conditions of employment, shall be conducted by the duly authorized bargaining agent of each of the parties and such additional agents or persons as each of the parties shall designate as its negotiating team.

(2) Collective negotiation meetings shall be held at times and places mutually convenient, at the request of either the Borough or the Employees.

(3) Employees who may be designated by the Association to participate in collective negotiations will be excused from Police assignments, provided that their absence from duty will not interfere seriously with the operation of the Borough Police Department.

(4) The duly authorized negotiating agent of either the Borough or the Employees shall not be required to be an Employee of the Borough or a member of the Governing Body.

## ARTICLE V

### CONTINUED WORK OPERATIONS

There shall be no action by either the Borough or the Association in violation of any Federal or State Law. There shall be no strikes, lockouts, walkouts, sick-outs, retarding of work, slowdown or any stoppage of work or refusal to work by either party or any members, representatives of Officers thereof during the term of the labor contract or pending a decision by arbitration, Federal or State Agency or Court. There shall be no discrimination, interference or coercion by the Borough or any of its agents against any member of the bargaining unit because of membership or lawful activity as a member of the Association. The Association or any of its agents or members shall not intimidate or coerce any member of the bargaining unit into membership or participation in any activity prohibited by this Agreement. Nor will either party or any members, representatives or Officers thereof directly or indirectly aid or assist any of the aforesaid acts.

## ARTICLE VI

### INSURANCE

#### (A) HOSPITALIZATION

The Borough shall provide all members of the Association and members of their immediate family with New Jersey Employees Standard Blue Cross/Blue Shield Major Medical Plan, including extended Rider "J". If in the event that the present insurance carrier shall refuse to continue to afford said insurance, or in the event that the Borough shall choose to place said coverage with a different insurance company, the transfer of coverage shall be made so that there shall be no interruption of coverage or loss of benefits to any of the Employees or the members of their families. In the event that any change in the coverage shall take place, and for any reason whatsoever the benefits of the Employee shall be denied by reason of the change in insurance carriers, then the Borough will reimburse the Employee for said medical bills incurred as a result of the change in insurance carriers.

#### (B) DENTAL PLAN

The Borough shall provide all members of the Association and members of their immediate family with New Jersey Dental Plan, Inc., the premium for said Dental Plan being paid in

full by the Borough and, said Dental Plan will be effective and retroactive to September 1, 1983.

(C) PRESCRIPTION PLAN

The Borough shall, at its own cost and expense, provide a prescription program. Said program shall be based upon a Three (\$3.00) Dollar Employee payment contribution with a maximum Employer contribution of Five Hundred Forty One (\$541.00) dollars per annum per covered family. If the cost exceeds \$541.00 per annum, the parties shall meet to discuss changes in the program in order to keep the costs under \$541.00 per annum per family.

## ARTICLE VII

### HOURS OF WORK

(1) The work schedule shall be one (1) week of five (5) consecutive like tours. The current work schedule shall be maintained.

(2) Past practices with regard to meal and rest periods shall continue.

## ARTICLE VIII

### HOLIDAYS

The Employees shall have twelve (12) holidays each year. An Employee, at his discretion, may elect to receive paid compensation for up to twelve (12) holidays in any calendar year. All other holidays shall be compensated as time off at the straight time rate. For holidays not used by November 15th of the current year, the payback check will be issued between the last week in November and the first week in December.

ARTICLE IX

VACATIONS

(1) Each full time Employee shall be entitled to the following vacation schedule:

(A) First Year - One Working day per Full Month of Service.

(B) From One Year to Five Years - 14 Working Days

(C) From Five Years to Ten Years - 16 Working Days

(D) From Ten Years to Fifteen Years - 20 Working Days

(E) From 15 Years and Over - 22 Working Days

(2) Vacation leaves may be accumulated for use in not more than two (2) subsequent calendar years.

## ARTICLE X

### DEATH LEAVE

In the event of the death of any member of the immediate family of any Employee, and after notifying his Commanding Officer, said Employee shall be granted three (3) working days leave of absence with full pay. Member of the immediate family of an Employee hereby includes, and is limited to: wife, husband, grandparent, parent, step-parent, foster parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, child, step-child, foster child, son-in-law, daughter-in-law and grandchild.

ARTICLE XI

SICK LEAVE PAYMENT AT RETIREMENT

The Borough agrees to pay, upon voluntary retirement or resignation of any Employee, an amount equal to one-half (1/2) of the unused sick leave days accumulated by said Employee up to a maximum of one hundred and eighty (180) days. For Deputy Chief of Police Salvatore Careri, Inspector J. Boylan, and Inspector Thomas R. Tessaro, sick leave days will be accumulated from their initial day of appointment.

ARTICLE XII

WAGES

The members of the Association hereby agree to the wage schedule, (appended hereto as Appendix "A") for the period covered by the within Agreement.

ARTICLE XIII

HOURLY RATE

The hourly rate shall be calculated by dividing the Employee's annual base wage by two thousand eighty (2,080).

ARTICLE XIV

COURT TIME

(1) The Employees shall be paid for appearances in Municipal, County, or Superior Court (excluding, however, appearances in civil actions), Grand Jury, or New Jersey Motor Vehicles drunk driving hearings, in the sum of time and one-half (1 1/2), with a minimum guarantee of Three (3) hours for each Court appearance, effective August 2, 1990.

(2) Administrative proceedings, including Fort Lee disciplinary proceedings, shall be governed by past practices.

## ARTICLE XV

### PERSONAL LEAVE

Every Employee shall be entitled to a maximum of two (2) personal leave days with pay, not to be subtracted from the Employee's accumulated or unused sick leave. Unused personal leave days may not be accumulated year to year. An Employee shall not be required to give any reason or explanation for the taking of a personal leave day, with pay, as allowed herein. However, the Employee shall be required to give reasonable notice under the circumstances, and the Borough may disapprove selection of a particular day or days in the event that two (2) additional Employees in the bargaining unit scheduled to work on the same shift on the day requested have previously requested the same day, or for other reasons which would seriously affect the operation of the Borough.

ARTICLE XVI

MEDICAL COVERAGE AFTER RETIREMENT/DISABILITY

Whenever an Employee has served twenty-five (25) years or more with the Borough, the Borough shall provide such Employee (and his or her dependents) with medical coverage under and pursuant to the State Health Benefits Program (Chapter 88 of Public Law 1974).

The Borough reserves the right to obtain equivalent medical coverage through a private carrier, but in no event can the Borough be liable to any Employee for reimbursement or payment of medical bills beyond the extent of coverage afforded by the State Health Benefits Program.

ARTICLE XVII

VOLUNTARY DEFERRED COMPENSATION PLAN

The Borough of Fort Lee hereby agrees to adopt and make applicable to all Employees covered hereunder the provisions and regulations governing the creation, implementation and operation of the Municipal and County Deferred Compensation Plan, as set forth in Public Law 1977, Chapter 381.

It is understood that each individual Employee covered hereunder may elect whether or not to participate in said plan. Each individual Employee further reserves the right, within the limitations of the law, to decide on the amount of his contribution.

The Borough of Fort Lee makes no monetary contributions to this plan.

## ARTICLE XVIII

### LIFE INSURANCE

The Borough shall provide at its cost and expense, life insurance, with any insurance company licensed to do business in the State of New Jersey, in the amount of Ten Thousand (\$10,000.00) Dollars. The policy shall be such that the benefits of Ten Thousand (\$10,000.00) Dollars shall be paid to any Employee or his designated beneficiary, in the event of said Employee's death for any cause or reason. The Borough shall continue to provide each retired Employee who has served twenty-five (25) years or more with the same benefits until the retired Employee's sixty-fifth (65th) birthday. Retirement for purposes of this Article shall mean retirement under the State of New Jersey Pension plans for Police Officers, regular or disability.

## ARTICLE XIX

### WORK INCURRED INJURY

(1) Where an Employee covered under this Agreement suffers a work connected injury or disability, the Borough shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers Compensation Act shall be paid over to the Borough.

(2) The Employee shall be required to present evidence by a certificate of a treating physician that he is unable to work and the Borough may reasonably require the said Employee to present such certificates from time to time. The Borough, at its option, may require the Employee to be examined by a physician of the Borough's selection at the Employer's expense.

(3) 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 Borough or by its insurance carrier, or if there is a dispute as to the causal connection, 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 establishing such further period of disability and

such findings by the Division of Workers Compensation or by the final decision of the last reviewing Court shall be binding upon the parties.

(4) For the purposes of this Article, injury or illness incurred while the Employee is attending a Borough-sanctioned training program, shall be considered in the line of duty.

(5) 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.

(6) 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, during the period of one (1) year as provided in Subsection (1) hereof.

ARTICLE XX

CLOTHING ALLOWANCE

The Borough shall pay to each Employee covered by this Agreement a clothing allowance of Five Hundred Fifty (\$550.00) Dollars not later than April 15 of the calendar year for the purchase, maintenance and cleaning of uniforms. Effective January 1, 1989, the Borough shall pay to each Employee covered by this Agreement a clothing allowance of Six Hundred (\$600.00) Dollars not later than April 15 of the calendar year for the purchase, maintenance and cleaning of uniforms.

ARTICLE XXI

LONGEVITY

The longevity paid for the Employee shall be three (3%) percent for each four (4) years of service based upon the Employee's base annual wage rate up to a maximum of fifteen (15%) percent. Present payroll practice shall continue. \_



## ARTICLE XXIII

### GRIEVANCE PROCEDURE

(1) For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement, the parties adopt the following procedures which shall be kept as informal as may be appropriate.

(2) This Grievance Procedure shall cover issues of application or interpretation of this Agreement, and is meant to provide means by which Employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

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#### (A) STEP ONE

An Employee, or group of Employees, with a grievance shall submit the matter to the Borough Administrator in writing for his determination. The Borough Administrator shall respond to the grievance within fourteen (14) calendar days of his receipt of the matter.

#### (B) STEP TWO

If the Employee or Association wishes to appeal the determination of the Borough Administrator, then ~~he~~ shall within fourteen (14) calendar days of the Administrator's determination file said appeal with the Mayor and Council by filing the appeal with the Borough Clerk, as agent for Mayor and Council. The Mayor and Council shall respond within twenty (20) calendar days.

(C) STEP THREE

(1) If the grievance is not settled through the preceding steps, either party may refer the matter to the Public Employment Relations Commission within twenty-one (21) calendar days after determination of the STEP TWO preceding. The Arbitrator shall be selected in accordance with the rules of the said Commission and the expense of the Arbitrator shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony, or evidence for his presentation.

(2) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

(3) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Mayor and Council.

Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission or Public Employment Relations Commission review and decision.

(4) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If

any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the Grievance Procedure. A failure to respond to any step within the provided time limits shall be deemed a denial.

ARTICLE XXIV

OFF DUTY POLICE ACTION

Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

- (A) Any proper and responsible action taken by a member of the force on his time off where the circumstances necessitated prompt Police action which would have been taken by an Officer on active duty if present or available, shall be considered Police action, and the Employee shall have all of the rights and benefits concerning such action as if he were on active duty.
- (B) In all such circumstances the Employee shall promptly report such actions to the Chief of Police or his designee.

ARTICLE XXV

PAYROLL DEDUCTIONS

The Borough will provide the Employees with the right to have Association dues and payroll deductions, or U.S. Savings Bonds, or whatever other kind of plan or service the banking institution can afford, taken directly from his salary at an Employee's request.

## ARTICLE XXVII

### MARKSMANSHIP

Employees shall receive additional shooting days each year by qualifying in a program of marksmanship previously approved. Each Employee who receives an average rating of Expert during any calendar year shall receive an additional vacation day for that year. Each Employee who receives an average rating of Distinguished Expert during any calendar year shall receive two (2) additional shooting days for that year. The Pistol Team Captain or his designee may be excused from his assigned duties in the discretion of the Police Department to supervise shooting meets.

## ARTICLE XXVIII

### MISCELLANEOUS

(A) In all references to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular form shall be deemed to refer to and include the appropriate gender or number, as the text may require.

(B) All the terms, covenants and conditions herein contained shall insure to the benefit of and shall bind the respective parties hereto, their legal representatives, successors and assigns.

(C) The Borough and the Employees shall meet with the  
Municipal Court Judge to arrange the scheduling of Municipal Court appearances so that as nearly as possible, Police Officers are not required to appear other than during a tour of duty.

(D) Employees shall not be required to be residents of the Borough unless otherwise provided by law.

(E) Individuals who are currently in a military reserve organization or the National Guard are to continue to receive benefits in accordance with the parties past practice.

ARTICLE XXIX

DISCIPLINARY PROCEDURE

1. Disciplinary procedure and procedure for investigation shall be controlled by Fort Lee Police Department procedures 2-5, 2-6, and 2-7 (P.D.I. 2-5, P.D.I. 2-6, and P.D.I. 2-7), which are hereby incorporated by reference in this Agreement. Changes may be made pursuant to law.

2. All minor discipline shall be grievable and arbitrable under the contract Grievance Procedure of the Agreement, Article XXIII. Minor discipline shall be defined as those situations where the penalty imposed is five (5) days or any lesser penalty.

ARTICLE XXX

EFFECTIVE DATE AND DURATION

(1) In the event that the parties do not enter into a new Agreement on or before midnight of December 31, 1992, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

(2) All notices shall be served by either party on the other party stating such intention to terminate or amend this Agreement and shall be sent by certified mail, return receipt requested, in the case of the Borough, to the Borough Clerk at the Borough Hall; and in the case of the Association, to the Association, c/o Fort Lee Police Department, Fort Lee, New Jersey.

(3) This Agreement shall be retroactive to January 1, 1990.

(CONTRACT COVERING January 1, 1990 to December 31, 1992)

THE BOROUGH OF FORT LEE

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Borough Clerk

FORT LEE POLICE ADMINISTRATORS  
ASSOCIATION

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Deputy Chief Careri

\_\_\_\_\_  
Inspector Boylan

\_\_\_\_\_  
Inspector Tessaro

APPENDIX A

WAGE SCHEDULE

|                        | <u>Effective</u><br><u>02/01/90</u> | <u>Effective</u><br><u>07/01/90</u> | <u>Effective</u><br><u>01/01/91</u> | <u>Effective</u><br><u>07/01/91</u> | <u>Effective</u><br><u>01/01/92</u> | <u>Effective</u><br><u>07/01/92</u> |
|------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Inspector . . . . .    | \$55,269                            | \$57,755                            | \$61,195                            | \$63,949                            | \$68,079                            | \$70,803                            |
| Deputy Chief . . . . . | 59,138                              | 61,798                              | 65,784                              | 68,745                              | 73,525                              | 76,467                              |

