

THIS BOOK DOES
NOT CIRCULATE

14-03

Section 3

OPTION OF TWO
weeks

A G R E E M E N T

Between

THE BOROUGH OF BUTLER

and

THE BUTLER POLICE ASSOCIATION

Morris

Effective: January 1, 1976 through December 31, 1977

LIBRARY
Institute of Management and
Labor Relations

FEB 14 1978

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500 MORRIS AVENUE

SPRINGFIELD, N.J. 07081

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in the Borough of Butler excepting the Police Chief, Captain, special school guards, if any, special officers and clerical employees.

It is intended that this agreement shall cover all matters pertaining to employment, wages, hours, and working conditions concerning the Butler Police Association in the performance of the statutory duties of the Police Department, except insofar as said matters are governed by the Employee's Handbook of The Borough of Butler.

In the event of conflict between this Agreement and the Employee's Handbook, this Agreement shall govern, it being understood that matters set forth in the Handbook and not set forth herein shall continue and shall not constitute a conflict under this section of the Agreement.

ARTICLE II

MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Employer possesses the sole and exclusive right to conduct the business of the Borough, and, except as modified by this Agreement, to manage and direct the affairs of the Police Department, and to fulfill its lawful obligation.

Section 2. It is further understood and agreed that all rights of management are retained by the Employer, and except as modified by this Agreement these rights shall include, but not by way of limitation, the right to:

- a) Select and direct the employees;
- b) Hire, promote, transfer and assign;
- c) Suspend, demote, discharge or take other disciplinary action for good and just cause;
- d) Establish work schedules, and manpower requirements;
- e) Relieve employees from duty because of lack of work or for other legitimate reasons;
- f) Determine the work to be performed within the unit of employees covered by this Agreement.

ARTICLE III

RULES AND REGULATIONS

Section 1. The present rules and regulation pertaining to the operation of the Police Department and maintenance of discipline will remain in effect. The Employer may modify such existing rules, and may establish and enforce new rules and regulations, not inconsistent with the terms of this Agreement, in connection with the operation of the Police Department and maintenance of discipline. New rules, modification of existing rules and new regulations shall be discussed between the Union and the Employer within a fourteen (14) day period after notification to the Union and prior to implementation, if such discussion is requested by either party. After such discussion

or the expiration of the fourteen day limit, whichever occurs first, the Employer may immediately implement any such new rule or regulation.

Emergency rules and regulations shall be implemented immediately.

Section 2. It is understood that employees shall comply with all rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of the Head of the Police Department or his designated representative; it being understood that employees shall retain all rights under the grievance procedure with respect to this Article of the Agreement.

Section 3. In the event that an employee or employees refuse to comply with a rule or regulation, or refuse to execute promptly and efficiently an instruction or order of the Head of the Police Department or his designated representative, the Employer shall have the right, at its option, to suspend or discharge the offending employee or employees.

ARTICLE IV

NO STRIKE NO LOCKOUT

Section 1. It is recognized that the need for continued and uninterrupted operation of the Borough's Police Department and other agencies is of paramount importance to the citizens of the community and that there shall be no interference with such operations. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement,

the parties hereto agree that there will not be and that the Union, its officers, members, agents, or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, job actions, mass resignations, mass absenteeism or interference with normal work performance.

Section 2. The Employer shall have the right to discipline or discharge any employee participating in any prohibited activity set forth in Section 1 of this Article.

ARTICLE V

DISCRIMINATION

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

ARTICLE VI

SENIORITY

Section 1. For purposes of layoff for lack of work or other legitimate reason, recall from layoff, and vacation selection, seniority shall govern:

- a) First by job classification; and then
- b) By Department

Section 2. In the event of layoff, strict seniority within

Police Officer's job classification shall be followed. In the event a Police Officer's seniority allows him to bump a less senior officer in a lower classification, he shall be permitted to do so, as shall each officer so affected, so that the least senior department member shall be paid off first.

Section 3. Recall rights shall be as follows:

1) Recall rights shall exist for the duration of this Contract.

2) Recall shall be in inverse order of layoff.

3) The Employer shall notify employee on layoff in the event of job opening. Notification shall be in writing mailed to the last address of record for such employee, it being the responsibility of all employees to keep employer advised of current address.

4) The Employer shall not hire new employees while employees are on layoff with unexpired recall rights.

5) Employees shall lose seniority rights (including recall rights) in the event of either:

a) Failure to respond to employer within three (3) days of mailing notice of job opening advising of intent to resume work with the Borough, or

b) Failure to report to work at the Borough within one (1) week after mailing of notice of job opening.

The Employer, in its sole discretion, may extend these time limits for good cause shown.

ARTICLE VII

DEATH IN THE FAMILY

Section 1. Every employee covered by this Agreement may be granted three (3) days' leave with pay as needed in accordance with his work schedule upon the death of employee's spouse, father, mother, sister, brother, children, step-children, parents-in-law, and blood relatives living in the employee's household. Such leave, as needed, shall be from the date of death to and including the date of burial.

Section 2. Every employee covered by this Agreement shall be granted one (1) day leave with pay as needed in accordance with his work schedule to attend the funeral upon the death of brother-in-law, sister-in-law, grandparents, aunt, and uncle.

Section 3. In unusual circumstances, with good cause shown, the time off provided hereunder may be extended as needed upon approval by the employer.

ARTICLE VIII

HOLIDAYS

Section 1. There shall be fourteen (14) recognized holidays set forth as follows:

1/2 day before New Year's Day	General Election Day
New Year's Day	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving Day
Good Friday	1/2 day before Christmas Day
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday or
Labor Day	day close to the Birthday
Veteran's Day	One "Floating" Holiday

Section 2. If an Officer is required to work on a holiday, he shall have the following options:

a) He may elect to be paid for the holiday worked, in which event, he shall receive one and one half (1 1/2) times his regular hourly rate for eight (8) hours as holiday pay in addition to his regular salary for the day of work; or

b) He may elect to accumulate his holiday pay in which event he shall have the following options:

1) To take a compensatory day off at straight time, the scheduling of which shall be subject to approval by the Chief or his duly designated representative, and shall not interfere with the efficient operation of the Department or necessitate overtime; or

2) To request payment in money for the holiday at the end of the year at the rate of one and one half (1 1/2) times his regularly hourly rate for eight (8) hours.

Section 3. If an Officer is not required to work on a holiday, he shall have the following options:

a) He may elect to take a compensatory day off at straight time, the scheduling of which shall be subject to approval by the Chief or his duly designated representative, and shall not interfere with the efficient operation of the Department or necessitate overtime; or

b) He may elect to request payment in money for the holiday at the end of the year at the rate of one and one half (1 1/2) times his regular hourly rate for eight (8) hours.

Section 4. There shall be no carry-over from one calendar year to the next of accumulated holidays.

Section 5. If the holiday falls on Saturday, it will be celebrated on the preceding Friday; and if it falls on Sunday, it will be observed on Monday. In 1976, the 1/2 day before Christmas and New Years shall be celebrated the preceding Thursday; and in 1977 the 1/2 day before Christmas and New Years shall be celebrated the preceding Friday.

An employee must be actively at work on his scheduled day before and on his scheduled day following the holiday to receive holiday pay or time off in lieu thereof, unless absent on authorized or approved leave.

Section 6. Effective January 1, 1977, Police Officers shall retain their election for taking either another day off or compensation at the rate of time and one half. However, said payment rate shall not exceed the time and one half rate in effect on December 31, 1976.

ARTICLE IX

VACATIONS

Section 1. Vacation Eligibility:

- a) One day per month during the first calendar year of employment;
- b) Twelve days per year through ten complete years of employment;
- c) Fifteen days per year from start of eleventh (11th) year through twenty complete years of service;
- d) Twenty days per year from start of twenty-first (21st) year of service and thereafter.

Section 2. Vacations must be taken during the current calendar year unless the Department Head determines that it cannot be taken because of the pressure of work, in which case, unused vacations shall accumulate and shall be granted during the next succeeding calendar year only. There shall be no payment for accumulated vacation time, except in case of separation from employment as hereinafter provided.

Section 3. An employee who resigns, retires or otherwise separates from employment with the Borough in good standing, shall be entitled to vacation allowance for the current year pro rated on the basis of one twelfth of his vacation entitlement for each month worked as of the date his separation becomes effective, in addition to any unused vacation due from the previous year. Payment for unused vacation from prior year shall be based on salary earned in prior year.

If an employee leaves the Borough's employ for any reason before the end of the calendar year after having taken his vacation allowance for the year, he will be charged with the unearned part of his vacation which shall be deducted from his final pay check.

Section 4. It shall be the responsibility of the Employer to determine the scheduling of an employee's vacation consistent

with the needs of the Department. Employees shall submit their requests for vacation on or before April first, and the Department Head shall respond to such requests on or before April fifteenth of each year. The Employer agrees to give reasonable consideration to an employee's wishes concerning choice of vacation dates. When conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

ARTICLE X

SICK LEAVE

Section 1. Sick leave is the absence of any employee from work because of illness, accident, exposure to contagious disease, or attendance for short period of time upon a member of the employee's immediate family (meaning members of the household) seriously ill requiring care or attendance of such employee. A certificate of a reputable physician in attendance may be required as sufficient proof for the need of leave or leaves of absence of the employee or the need of employee's attendance upon a member of the employee's immediate family. Abuse of sick leave shall be cause for disciplinary action.

Section 2. If an employee is absent for reasons that entitle him to sick leave, he shall promptly notify the Department Head or his designated representative. Absences without notice for five (5) consecutive days shall constitute a resignation, unless for good cause shown such as inability to notify due to unusual circumstances, the Employer waives this provision.

Section 3. Sick leave shall be earned at the rate of one (1) working day per month for every month of service during remainder of first calendar year of service following permanent appointment, and fifteen (15) working days per year in every calendar year thereafter.

Section 4. Any employee who is absent on sick leave for three (3) or more consecutive working days may be required to submit a physician's certificate as evidence substantiating the illness at the discretion of the Employer. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer. 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. Any employee who has been absent on sick leave for a period totalling ten days in one calendar year consisting of periods of less than three (3) consecutive days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic recurring nature causing an employee's periodic or repeated absence from duty for one day or less in which event, only one medical certificate shall be required for every six month period. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

ARTICLE XII

HOURS OF WORK

Work Schedule -- Members of the Department shall work in accordance with the schedule which shall be posted by the Department Head on a monthly basis whenever practical, subject to the needs of the Department.

ARTICLE XIII

OVERTIME

Section 1. In the event an employee is called in to duty other than his scheduled tour of duty, he shall be paid for all time worked during such period at the rate of time and one half (1 1/2) his regular straight time rate of pay. It is recognized that employees may be required to report in advance of the tour starting time, and, for the purpose of report making at the end of a tour, to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen minute period prior to the commencement of a tour or for a fifteen minute period at the termination of a tour, but in the event an employee is required to report earlier than fifteen minutes prior to the commencement of a tour or to remain beyond fifteen minutes after the end of a tour, the employee shall be paid the overtime rate for all time worked in excess of the normal hours of work per day.

Section 2.

a) A published overtime list of all patrolmen shall be maintained by the Department Head, and scheduled overtime shall be offered to each patrolman as his turn arises. The list shall be

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kept in order of seniority. Sergeants shall be offered overtime in the same manner.

b) Emergency overtime shall be performed as needed.

Section 3. Employees shall not be paid overtime for hours worked in excess of the normal schedule unless such overtime is authorized by the Department Head, or his duly designated representative.

Section 4. There shall be no pyramiding of overtime.

Section 5. The Employer will pay the sum of three hundred twenty (\$320.00) dollars per year as sole compensation for time spent at 24 regularly scheduled municipal court sessions for the Borough of Butler. All court sessions in addition to 24 will be paid at the rate of time and one half, for time actually spent in court, if Police Officer is not scheduled for duty at the time such court session commences.

Section 6. Effective January 1, 1976, the Employer agrees to pay the sum of three hundred and fifty (\$350.00) dollars per year as sole compensation for time spent at 24 regularly scheduled municipal court sessions for the Borough of Butler. All court sessions in addition to 24 will be paid at the rate of time and one half, for time actually spent in court, if Police Officer is not scheduled for duty at the time such court session commences.

Section 7. Employees who are required to attend any court session other than Butler Municipal Court in the performance of their duty shall continue to receive payment at the rate of time and one half for time actually spent at any such court session if such Police Officer is not scheduled for duty at the time such court session commences.

ARTICLE XIV

WAGES

Section 1. Effective January 1, 1976 there shall be a wage increase of twelve hundred and sixty (\$1,260.00) dollars added to base pay of sergeants and top grade patrolmen, and a pro-rata increase to current base salaries of all other patrolmen as more fully set forth in Schedule A annexed hereto and made part hereof.

Section 2. Effective January 1, 1977 there shall be a general wage increase of eight hundred and seventy (\$870.00) dollars added to base salary of all sergeants and patrolmen covered by this Agreement as more fully set forth on Schedule B annexed hereto and made part hereof.

Section 3. Effective January 1, 1977 the starting salary for permanent patrolmen shall be ten thousand five hundred (\$10,500.00) dollars for the first six months of employment, and after successful completion of said first six months of employment, said starting salary shall be increased to \$11,000.00.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined as any complaint of the Police Association or individual Police Officer arising under this Agreement with respect to wages, hours of work or other conditions of employment.

Section A: To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

STEP 1 - An Officer with a grievance shall first discuss it with his Captain either directly or through the Association's

kept in order of seniority. Sergeants shall be offered overtime in the same manner.

b) Emergency overtime shall be performed as needed.

Section 3. Employees shall not be paid overtime for hours worked in excess of the normal schedule unless such overtime is authorized by the Department Head, or his duly designated representative.

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STEP 1 - An Officer with a grievance shall first discuss it with his Captain either directly or through the Association's

ARTICLE XVI

UNIFORMS AND UNIFORM ALLOWANCES

Commencing January 1, 1976, the Employer shall pay each Officer, regardless of rank or department to which he is assigned during the year, one uniform allowance of \$350.00 per year, which sum shall be utilized for the purchase of uniforms and police-related items such as flashlights, leather goods, etc. Officers shall be responsible for the purchase of uniforms with this allowance. All uniforms shall be inspected by the Department head or his designated representative to insure uniformity. Said allotment shall not be payable directly to the Police Officer but will be maintained in an account to be administered by the Department Head for the payment directly to the supplier of any clothing or equipment.

The Employer shall continue to pay for the cleaning of employee's uniforms (blouse, trousers and top coat in accordance with present practice.

ARTICLE XVII

MISCELLANEOUS

Section 1. LEGAL FEES:

The Employer shall pay for legal defenses of any and all Police Officers who are defendants in a suit or other legal proceedings arising out of the performance of Police duties. The Borough Attorney will be used unless a conflict of interest occurs, in which event the Borough shall retain independent counsel to represent the Police Officer. This provision shall not apply in the event of disciplinary or other proceedings instituted by the Borough against a Police Officer.

Section 2. OFFICER'S FILE:

Employees covered hereunder shall have access to and shall be permitted to examine their own personnel files upon giving the Employer at least two (2) working days advance notice with the exception of confidential medical information, provided the Officer examines his file on his own time and in the presence of the Clerk or his duly designated representative.

ARTICLE XVIII

INSURANCE

The Employer shall continue to maintain insurance coverage for employees covered by this Agreement in accordance with present practice, which includes Blue Cross, Blue Shield, Major Medical and Dental.

ARTICLE XIX

SAVINGS CLAUSE

In the event that any Federal or State Legislation, governmental regulation or Court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect and the parties shall renegotiate concerning any such invalidated provision.

ARTICLE XX

DURATION

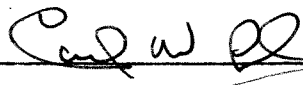
Section 1. This Agreement constitutes the entire collective negotiation agreement between the parties and includes and settles for the term of this Agreement, all matters which were, or might have been, raised in all collective negotiations leading to the signing of this Agreement.

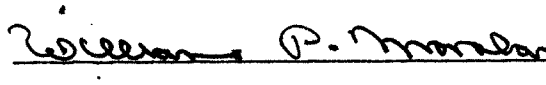
Section 2. This Agreement shall become effective from January 1, 1976 through December 31, 1977. If either party desires to modify or terminate this Agreement, it shall furnish written notice to the other party not later than one hundred and twenty days prior to the expiration date hereinabove set forth. In the event no such notice is provided, this Agreement shall continue in effect for additional terms of one year and until such time as appropriate notice is given.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative this day of , 1976.

ATTEST:

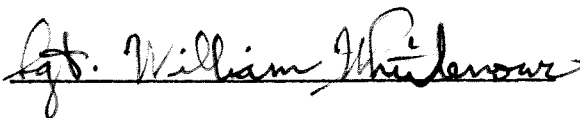
THE BOROUGH OF BUTLER

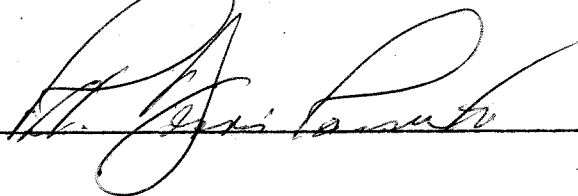




ATTEST:

THE BUTLER POLICE ASSOCIATION





SCHEDULE A

Effective January 1, 1976, the following salary scale shall be applicable through December 31, 1976:

Salary Scale - \$10,500 to \$15,255

STEP #1 - \$11,440

STEP #2 - \$12,394

STEP #3 - \$13,348

STEP #4 - \$14,304

STEP #5 - \$15,255

Sergeant Salary - \$16,421

Patrolmen hired as provisional employees after January 1, 1976 will receive the salary of \$8,500.00 per year until such time as they become permanent when they shall progress to the permanent hiring rate of \$10,500.00 as set forth below.

Patrolmen hired as permanent employees after January 1, 1976 shall start work at the salary of \$10,500, and upon successful completion of six months' service with the Department shall receive a \$500.00 increase to \$11,000.

A patrolman working as a detective shall receive additional compensation in the sum of \$500.00 per year pro rated on the length of time such patrolman serves as detective.

Example: Patrolman serving 1 month
as Detective shall receive
 $(1/12 \times \$500.) = \41.67

SCHEDULE B

Effective January 1, 1977, the following salary scale shall be applicable through December 31, 1977:

Salary Scale - \$10,500 to \$16,125

STEP #1 - \$12,310

STEP #2 - \$13,264

STEP #3 - \$14,218

STEP #4 - \$15,174

STEP #5 - \$16,125

Sergeant Salary - \$17,291

Patrolmen hired as provisional employees after January 1, 1977 will receive the salary of \$8,500.00 per year until such time as they become permanent when they shall progress to the permanent hiring rate of \$10,500.00 as set forth below.

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Calhoun

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FEB 15 1978

RUTGERS UNIVERSITY

AGREEMENT

between

THE BOROUGH OF NORTH ARLINGTON

NEW JERSEY

and

POLICEMEN'S BENEVOLENT ASSOCIATION OF NORTH ARLINGTON, N.J.

LOCAL NO. 95

Bergen

11/74-12/31/75

PREAMBLE

This Agreement, effective as of the first day of January, 1974, by and between the Borough of North Arlington, New Jersey, hereinafter referred to as the "Borough", and Policemen's Benevolent Association. Local No. 95, hereinafter referred to as the "Association" or P.B.A. is designed to maintain and promote a harmonious relationship between the Borough of North Arlington and such of its employees who are within the provisions of this agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

Section 1.

The Borough hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all patrolmen of the North Arlington Police Department, excluding the Chief of Police and the Deputy Chief.

Section 2.

Unless otherwise indicated, the terms "patrolman," "employee" or "employees" when used in this agreement refers to all persons represented by the Association in the above defined negotiating unit.

ARTICLE II

POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, the Borough hereby agrees that every policeman shall have the right freely to organize, join and support the P.B.A. 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, Public Laws 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 P.B.A. and its affiliates, his participation in any activities of the P.B.A. 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.

Elected representatives of the P.B.A. shall be permitted time off to attend negotiating sessions, grievance sessions and meetings of the Joint P.B.A. Management Committee provided the efficiency of the Department is not affected thereby.

A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

The Borough agrees to notify the individual police officer if any material derogatory to the police officer is placed in his personnel jacket.

ARTICLE III

SALARIES

Section 1.

Commencing January 1, 1974, the salaries shall be as follows:

Patrolmen:	commencing the 1st year	Effective
	of employment.....	<u>1/1/74</u>
	commencing the 2nd year	\$10,300.00
	of employment.....	10,900.00
	commencing the 3rd year	
	of employment.....	11,500.00
	commencing the 4th year	
	of employment.....	12,200.00
Sergeants.....		12,900.00
Lieutenants.....		13,600.00
Captains.....		14,300.00

Section 2.

Effective January 1, 1975, the Borough will implement a two-step procedure for the salaries of all new superior officers. Upon promotion, a superior officer shall be entitled to a \$500. increase. Upon completion of one year of service in his new rank, the officer shall be entitled to a \$200. increase in addition to any other increase the officer may become entitled to under the terms of a collective bargaining agreement.

Section 3.

A police officer employed in the Detective Bureau shall receive \$375.00 more per year than what the officer would earn if he were a uniformed officer.

ARTICLE IV

BULLETIN BOARDS

Section 1.

Subject to prior approval of the Director, which approval shall not be unreasonably withheld, the Borough shall permit the Association reasonable use of Bulletin Boards and other Police facilities for the posting of notices concerning Association business and activities and concerning matters dealing with the welfare of the employees.

ARTICLE V

SENIORITY

Section 1.

Traditional principles of seniority 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 from the last date of hire. An employee's length of service shall not be reduced by time lost due to an absence from his employment for 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.

ARTICLE VI

EDUCATION BENEFITS

Section 1.

All members of the Police Department of North Arlington shall be entitled to receive, in addition to their regular salary and wage benefits, a credit in the sum of \$23.00 for each credit hour completed in an accredited institution of higher education. Each member of the Police Department shall be entitled to receive said credit in each calendar year provided, however, that the total accumulated credits do not exceed 128. (The question of which credits are compensable shall be subject to a study and decision by a committee to be designated by the parties hereto.

Section 2.

Each member of the Police Department requesting credit shall submit a certification from the institution that he or she has

successfully completed the credits, the specific courses and programs under which the credits were completed and verification that the same were pursued towards the attainment of a degree in Police Science.

Section 3.

The members of the Police Department shall be entitled to receive retroactive payment for credits taken prior to the effective date of this agreement.

ARTICLE VII

Section 1.

Earned Vacations. Officers shall be entitled to vacations based upon the length of time employed as hereinafter provided.

Number of Days. Officers who have not completed one year of service shall have one working day of vacation for each full month of continuous service rendered from the date of his appointment. Officers who have completed from one year to ten years of service shall be granted seventeen working days vacation. Officers who have completed from eleven to fifteen years of service shall be granted eighteen working days vacation. Officers who have completed sixteen to twenty years of service shall be given twenty working days vacation. Officers who have completed twenty-one to twenty-five years of service shall be given twenty-five working days vacation. Officers who have completed more than twenty-five years of service shall be given thirty working days vacation.

Section 2.

Any officer who is entitled to more than two weeks of vacation shall be allowed to take his vacation in consecutive weeks and/or days provided it does not unreasonably interfere with Departmental operations and provided further that the Police Chief grants approval which approval shall not be unreasonably withheld.

Section 3.

Employees shall be entitled to take their vacations between June 15 and September 15 of each year provided it does not unreasonably interfere with operations of the Department.

ARTICLE VIII

HOLIDAYS

Section 1.

Each Police Officer of the Borough of North Arlington shall be granted pay for twelve holidays a year as follows: Christmas, New Year's, Lincoln's Birthday, Washington's Birthday, Good Friday and

Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Columbus Day, Veteran's Day. Pay for holidays shall be made twice a year, one in June and once in December.

Section 2.

In addition to the twelve paid holidays, employees shall also be compensated for all additional holidays declared so by the President or Congress of the United States, the Governor of the State of New Jersey, and also all additional holidays declared by the Mayor and Council of the Borough of North Arlington.

ARTICLE IX

Section 1.

Leave Because of Death. In the case of a death of a member of an Officer's family, time off necessary to arrange for the funeral and attend the services up to three days with pay at the established annual salary rate shall be granted to him if he actually attends the funeral services during the time he would be required to be on his normal tour of duty. Immediate family includes mother, father, sisters and brothers of the officer, wife, children, mother-in-law and father-in-law, or persons so designated as legal guardians. An officer may request additional days off in connection with a death in the family including brothers-in-law or sisters-in-law to the Police Commissioner and approval of the request shall not be unreasonably withheld.

Section 2.

Leave Without Pay. The Mayor and Council on the request of an officer and after reasonable notice, may grant a six month leave of absence without pay to said officer. Said leave may only be granted by them and when they receive a written request by the Officer. The Mayor and Council may extend such leave for an additional six months upon approval of the governing body. Additional leave may be approved only with the consent of the Department of Civil Service. If, however, the said Officer overstays such leave, his employment with the Borough shall be deemed to have terminated.

Section 3.

Terminal Leave. An Officer having completed twenty-five years of continuous service (including military leave) shall be entitled to ninety days at his current rate of pay. When an officer has not taken advantage of his accumulated sick days terminal leave shall be granted up to one hundred, fifty days.

Section 4.

Sick Leave. All sick leave benefits will continue in full force and effect.

ARTICLE X

CLOTHING

Section 1.

Each officer shall receive an annual clothing allowance of \$200.00 for the year 1974 and \$250.00 for the year 1975 for the purpose of replacing worn-out articles of his designated uniform by cash or check, on June 1 of each year.

Section 2.

If any part of an officer's uniform and/or personal effects is destroyed in the line of duty, it shall be the responsibility of the town to replace same upon approval of the Police Chairman which approval shall not be unreasonably withheld.

Section 3.

Police officers are allowed to wear short sleeve shirts during the appropriate season.

Section 4.

The summer uniform will be worn between May 15 and September 15 of each year.

Section 5.

The shift commander may prescribe uniform changes during unseasonable weather on his own initiative or at the request of the Association. Said changes will not be unreasonably required or refused.

ARTICLE XI

COURT APPEARANCES

Section 1.

If an off duty employee is required to report to court concerning the performance of his duties he shall be paid a minimum of \$5.00. If he gives up more than one hour of his time he shall be paid \$10.00. If he gives up two hours of his time he shall be paid \$15.00. If he gives up three hours or more of his time he shall be paid at his hourly rate after three hours in addition to the \$15.00.

ARTICLE XII

OVERTIME

Section 1.

For time worked on off duty hours or on days off, all officers covered by this agreement shall receive a guarantee of \$15.00 for all time worked up to two hours. For all time worked in excess of two hours payment shall be paid at the rate of time and one-half rate in addition to the \$15.00.

Section 2.

There shall be a fair and equal system of overtime allocation. Overtime shall be allocated in the order of seniority as names appear in the departmental roster. If the first name on the list refuses overtime, the offer of overtime shall be made to the second man on the list, etc. Each time an officer accepts or refuses he shall be placed at the bottom of the overtime list.

ARTICLE XIII

LONGEVITY

Section 1.

The longevity schedule is as follows:

Three years of service.....	1%	of his base salary
Six years of service.....	2%	of his base salary
Nine years of service.....	3%	of his base salary
Twelve years of service.....	4%	of his base salary
Fifteen years of service.....	5%	of his base salary
Eighteen years of service.....	6%	of his base salary
Twenty-One years of service.....	7%	of his base salary
Twenty-Four years of service.....	8%	of his base salary
Twenty-Seven years of service.....	9%	of his base salary
Thirty years or more of service.....	10%	of his base salary

ARTICLE XIV

GRIEVANCES

Section 1.

A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment and includes, but is not limited to, any dispute over the interpretation, application, or construction of this agreement. In order to provide for the expedition and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2.

Complaints may be initiated by an individual employee to the Police Chief or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized P.B.A. representative.

Section 3.

When the P.B.A. wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the P.B.A. or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Chief or his duly designated representative. The Police Chief shall answer the grievance orally within (5) days.

Step 2. If the grievance is not resolved at Step 1 or if no answer has been received by the P.B.A. within the time set forth in Step 1, the P.B.A. shall present the grievance within ten days in writing to the Police Committee. This presentation shall set forth the position of the P.B.A., and at the request of either party, discussions may ensue. The Police Committee shall answer the grievance in writing within ten (10) days after receipt of the grievance setting forth the position of the Employer.

Step 3. If the grievance is not resolved at Step 2, or no answer has been received by the P.B.A. within the time set forth in Step 2, the grievance may be presented in writing to the Mayor and Borough Council. The final decision of the Mayor and Borough Council shall be given to the Union in writing within fourteen (14) days after the receipt of the grievance by the Mayor and Borough Council.

Step 4. If the grievance has not been settled by the parties at Step 3 of the Grievance Procedure or if no answer in writing by the Mayor and Borough Council has been received by the P.B.A. within the time provided in Step 3, the P.B.A. may demand arbitration of the grievance.

ARTICLE XV

ARBITRATION

Section 1.

Step 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Step 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey State Board of Mediation or the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in the Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

Step 3. The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Step 4. The decision of the Arbitrator shall be final and binding on the P.B.A. and the Employer.

Step 5. Where an Employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.

ARTICLE XVI

INSURANCE

Section 1.

Life Insurance. All employees of the North Arlington Police Department will be covered with a life insurance policy at a minimum of \$10,000. All employees who may hereafter retire shall likewise be covered with a life insurance policy for the coverages set forth in said policy which shall not be less than \$5,000. The Borough shall pay the full premium for said life insurance.

Section 2.

Blue Cross - Blue Shield. The Borough agrees to provide and pay for the premium for Blue Cross and Blue Shield coverage, including Rider J, also to provide and pay for Major Medical coverage with the New Jersey State Health Plan for all members of the bargaining unit and their eligible dependents. The coverage provided for under this Section shall also apply to all employees covered by this agreement who may hereafter retire, but said coverage shall be limited to the first five years of retirement. This provision shall only apply to those employees who hereafter retire and not to former employees who have already retired. Furthermore, Health Insurance premiums must be paid for by the Borough when an employee goes out on disability.

Section 3.

False Arrest Insurance, etc. In the event of a civil action against any employee for conduct arising in, or out of, the course of his employment, the City shall pay any adverse judgment, save harmless and protect such employee from any financial loss resulting therefrom. Each employee shall also be covered by a minimum policy of \$200,000. in insurance holding him harmless for all actions arising in or out of the course of his employment including actions for false arrest, excessive force and the like.

ARTICLE XVII

PENSION

Section 1.

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.

ARTICLE XVIII

RETENTION OF BENEFITS

Section 1.

The Borough agrees that all benefits, terms and conditions of employment relating to the status of members in the North Arlington Police Department not covered by this agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations

leading to the execution of this Agreement.

ARTICLE XIX

COLLECTIVE BARGAINING PROCEDURE

Section 1.

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designee, and the President of the P. B. A., or his designee, shall be the respective bargaining agents for the parties.

Section 2.

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

Section 3.

Employees of the Employer who may be designated by the P. B. A. 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.

Section 4.

Ordinarily, not more than six (6) additional representatives of each party shall participate in collective bargaining meetings.

ARTICLE XX

CONVENTION

Section 1.

The Employer agrees to grant the necessary time off without loss of pay to the members of the P. B. A. selected by the members of the P. B. A. as delegates to attend any State or National Convention of the New Jersey Policemens Benevolent Association, as provided under N. J. S. A. 11:26C-4.

ARTICLE XXI

ACTIONS AGAINST POLICEMEN

Section 1.

Whenever any action is brought against any employee,

covered by this agreement for any act or omission directly or indirectly arising out of and in the course of his employment, the Borough shall defray all costs of defending such action. The Employer may select the attorney, with the approval of the P. B. A., but the Employer shall pay the attorney's fees. In the case of a civil action, the City shall pay any adverse judgment, save harmless, and protect such employee from any financial loss resulting therefrom.

ARTICLE XXII

EXTRA CONTRACT AGREEMENTS

Section 1.

The Borough agrees not to enter into any other agreement or contract with the employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the P. B. A. agrees to any change in writing.

ARTICLE XXIII

SAVINGS CLAUSE

Section 1.

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative act or any court of competent jurisdiction, or through governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXIV

MUTUAL AID

Section 1.

Employees while rendering aid to another community are fully covered by Workmen's Compensation and Liability Insurance and pensions as provided by State Law.

Section 2.

The Borough shall not require employees covered by this contract to be sent to other communities whose policemen are engaged in a job action.

ARTICLE XXV

FOUL WEATHER GEAR

Section 1.

The Borough shall provide all employees covered by this agreement with foul weather gear.

ARTICLE XXVI

WORK WEEK

Section 1.

All uniformed tour employees shall work a rotating shift consisting of a four and two work week. That is, they shall work four consecutive days and then they shall be off two consecutive days, they will work the next four consecutive days, be off the next two days, etc.

Section 2.

Except in cases of bona fide emergency, there shall be no change in the work schedule without notice to the officer. Every reasonable effort will be made to give 48 hours' notice before the actual change but in no event shall the notice be less than 24 hours, unless there is a bona fide emergency.

ARTICLE XXVII

MEETINGS

Section 1.

In order to encourage a more efficient Department and harmony within the Department, the Police Committee, the Chief of Police and the P.B.A. representatives shall endeavor to meet at least once every two months.

ARTICLE XXVIII

MISCELLANEOUS

Section 1.

Any police officer who works special events for or at the direction of the Borough of North Arlington or the Board of Education shall be hired and paid by the Borough. Special events include, but are not limited to, events such as football and basketball games, dances, and the like. The rate per event shall be \$25.00 per officer.

Section 2.

A uniform code of police procedure shall be established within a reasonable time. Implementation and adoption of those matters in the proposed code dealing with terms and conditions of employment shall be in accordance with the applicable statutes.

Section 3.

In the event an employee dies before taking his earned vacation in any calendar year, his estate or his widow, to the extent permitted by law, shall receive any vacation pay due and all other accrued benefits such as compensatory time leave, clothing allowance, etc. If the full amount is not due, the amount to be paid shall be pro-rated.

Section 4.

Upon renovation of the Police Department, the Borough will supply the proper equipment and facilities in order that the police officers may effectively discharge their duties.

Section 5.

Any grievance with the Chief of Police shall be subject to the grievance and arbitration procedures established in this agreement and, in those cases where the grievance is not covered by the terms of this agreement, the grievance will be determined on the basis of traditional principles of fairness and equity.

Section 6.

The parties recognize the need for additional programs and changes. Therefore, every reasonable effort will be made to establish in the year 1974 a training program, an award and incentive program, a combined schedule for tour men with equal rotation for all employees, and job descriptions for all employees.

ARTICLE XXIX

PERSONAL DAYS

Section 1.

Each employee shall receive two personal days off per year with the approval of the Chief of Police which approval shall not be unreasonably withheld, provided that payment shall not be made in lieu of said time off and provided further that there shall be no carry-over of days to the following year. However, the scheduling of the 1974 personal days may not permit each police officer to take the two (2) personal days during the initial contract year, therefore, the parties agree that one of the personal days for 1974 must be taken in 1974 and the remaining personal day may be carried over into 1975 but not thereafter.

ARTICLE XXX

REOPENING

The following terms and conditions shall be established by negotiations for the year 1975: wages, differential between ranks, and vacations. On or after September 1, 1974, either party shall give notice of its intention to reopen negotiations on the aforesaid subjects. The parties shall meet at reasonable times in an effort to resolve the aforesaid subjects by December 31, 1974. Failing resolution there will be no work stoppage and any dispute will be peaceably resolved in accordance with the terms of this agreement.

ARTICLE XXXI

DURATION

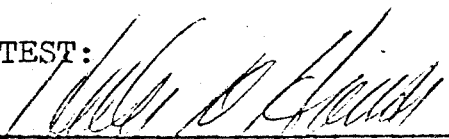
Section 1.

This Agreement shall be effective as of January 1, 1974, and shall remain in full force and effect until December 31, 1975. On or after September 1, 1975, either party may serve notice upon the other party of an intent to commence negotiations for a new agreement. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations continue after December 31, 1975, the terms and conditions of this Agreement shall continue in full force and effect until a new agreement is executed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 29th day of July, 1974.

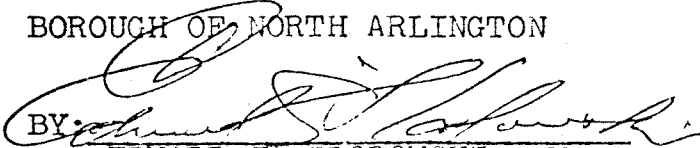
BOROUGH OF NORTH ARLINGTON

ATTEST:

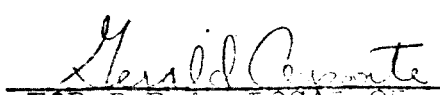


HEDLEY D. HOUSE
Borough Clerk

BY:



EDWARD J. SLODOWSKI, Mayor



FOR P.B.A. LOCAL 95