

Contract #382

AGREEMENT

TOWNSHIP OF INDEPENDENCE  
WARREN COUNTY, NEW JERSEY

AND

WARREN COUNTY P.B.A. LOCAL # 280

-----  
July 1, 1990 through June 30, 1992  
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PREAMBLE

This agreement entered into this      day of              199 ,  
by and between the Township of Independence, County of Warren  
a Municipal Corporation of the State of New Jersey, herein-  
after called the "Township" and Warren County PBA Local #  
280, hereinafter referred to as the "Association", represents  
the complete and final understanding on all bargainable  
issues between the Township and the Association.

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Association as the sole and exclusive representative for all full-time Patrolmen, Sergeants and Detectives of the Township of Independence Police Department, excluding all other employees of the Township of Independence.

B. The title of Policeman or Police Officer shall be defined to include the plural as well as the singular, and to include males and females.

ARTICLE II

ASSOCIATION REPRESENTATIVES

A. The Association shall have the right to designate one (1) member of the Association as Association Representative.

B. The elected Representative of the Association shall be granted a leave of absence with pay to attend the annual PBA convention in accordance with N.J.S.A. 40A:14-177.

C. A certificate of attendance at the convention shall be submitted to the Chief of Police by the Representative so attending.

D. During contract negotiations, the authorized Representative of the Association, however not more than one (1) representative at any one time, shall be excused from normal duties for the amount of time reasonably required for the scheduled negotiations and shall receive his regular compensation for time spent when such negotiations interfere with his work schedule. However, said Representative shall always remain available for duty.

E. The duly-elected Association Representative or alternate shall be excused with pay from his normal assignments to process grievances when scheduled with the Township's Representatives during regular working hours. Proper and prior request is to be made to the Chief of Police.

F. In the event the Association Officer is incapacitated, or is unable to carry out the function of the office due to illness, vacation, or otherwise, an alternate Representative of the Association shall have the full authority to represent the Association for any and all business. However, the name of the alternate must be supplied to the Township in advance and no exception or change in the Alternate shall be allowed.

G. One unit member who is a State PBA delegate shall be so scheduled in order to provide time off to attend one local and one State meeting per month, provided no less than forty-eight hours notice is given prior to said meetings.

ARTICLE III

MANAGEMENTS RIGHTS

A. Nothing in this Agreement shall be deemed to limit or restrict the Township as employer in any way in the exercise of the functions of management, including but not limited to:

1. The right to manage, control, and operate its facilities.
2. To direct the work forces, hire, promote, transfer, suspend, discipline, or discharge employees for just cause subject to Civil Service regulations.
3. Determine the amount of overtime to work or layoff employees for lack of work or for other proper reasons.
4. To schedule work subject to the terms of this contract.
5. To require employees to observe the Township's rules and regulations.
6. To make rules and regulations relating to the operation of its facilities not inconsistent with the terms of this Agreement or with N.J.S.A. 34:13A-5.3 et seq.
7. To introduce new and improved methods of operation, install new facilities, change existing methods or facilities.
8. To enforce Civil Service regulations.

B. All of said rights are vest exclusively in the Township, subject to the Laws of the United States, State of New Jersey and this Agreement.

ARTICLE IV

DUES DEDUCTIONS

A. The Township agrees to deduct from the salaries of its Patrolmen, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52:14-15.9(e), as amended.

B. A check-off shall commence for each Patrolman who signs a properly dated authorization card, supplied by the Association and verified by the Township Treasurer during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deductions for each Patrolman, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township clerk.

E. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Association to the Township or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deductions.

F. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the Patrolmen in the bargaining unit fairly and equally, without regard to the Association membership. The terms of this Agreement have been made for all patrolmen in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the Township after it had satisfied itself that the Association is a proper majority representative.

G. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

ARTICLE V  
GRIEVANCE PROCEDURE

A. Definitions

The term grievance means a complaint by an employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting working conditions of an employee.

The term "employee" shall mean any policeman covered by this contract but shall not include the Chief of Police or Lieutenant.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees or by a public employee association, or by the Township to act on its or their behalf and to represent it or them.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to disputes arising under this contract or affecting working conditions of the employee.

C. Procedure

1. An aggrieved employee shall institute action under the provisions hereof within five (5) calendar days or the occurrence complained of, or within five (5) days after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) day period shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal.

4. Whenever the employee appears with a representative, the Township shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. An employee shall first discuss his grievance orally with his superior officer not below the rank of sergeant and file with the officer a brief written statement of the grievance. A decision in writing shall be rendered within two (2) days of said filing.

6. If the grievance is not resolved to the employee's satisfaction within two (2) days of the determination referred to in paragraph 5 above, a written grievance shall be forwarded to the Governing Body setting forth the employee's dissatisfaction with the action taken by the Chief of Police.

7. If the employee in his appeal to the Governing Body does not request a hearing, the Governing Body may consider the appeal on the written record submitted to it, or the Governing Body may, on its own conduct a hearing, or it may request the submission of additional written material. Where the employee requests, in writing, a hearing before the Governing Body, a hearing shall be held.

8. The Governing Body shall make a determination within thirty (30) days from the receipt of the grievance and shall, in writing, notify the employee, his representative, if there be one, the Mayor and the Chief of Police of its determination. This time period may be extended by mutual agreement of the parties.

9. In the event an employee is dissatisfied with the determination of the Governing Body and the matter involves interpretation or application of the contract, he shall have the right to request arbitration.

A written request for arbitration shall be made no later than fifteen (15) days following the determination of the Governing Body. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Governing Body shall mutually agree upon a longer time period with which to assert such a demand.

10. Within ten (10) days after such written request of submission to arbitration, the Governing Body and the employee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

11. The arbitrator so selected shall confer with the Governing Body and the employee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Governing Body and the employee and shall be binding on the parties.

The Township and the employee reserve the right to seek such remedies either party may have by Law or under Civil Service Rules and Regulations.

12. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the Township and the employee. Any other expenses incurred shall be paid by the party incurring the same.

13. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated representatives.

14. No time limit set forth in the procedure shall be invoked if due to employer's failure to act.

ARTICLE VI

NO STRIKE PLEDGE

A. Policemen agree that they shall not resort to a strike or other illegal job action.

ARTICLE VII

HOURS

A. The work week and salary for the Independence Police Department will be computed on the basis of forty (40) hour week.

ARTICLE VIII

OVERTIME

A. All time in excess of forty (40) hours per week is deemed overtime.

B. All overtime must be approved by the Chief of Police.

C. All policemen may, subject to the needs of the Department as determined by the Chief of Police or his delegate, have compensatory time off on the basis of one and one-half ( $1\frac{1}{2}$ ) hours for each hour of overtime or payment at a rate equal to one and one-half ( $1\frac{1}{2}$ ) times his regular base pay work rate for such overtime.

D. Compensatory time off shall be given within thirty (30) days.

E. An overtime hour will be determined on the basis of anything in excess of one-half ( $\frac{1}{2}$ ) hour intervals for overtime compensation.

F. All overtime will be paid in the next regular paycheck after payroll clerk receives time sheet.

G. When any policeman shall be required to appear before any Grand Jury or at any Municipal, County, Superior, or Supreme Court proceeding, the time during which he is so engaged shall be considered a time of assignment to and performance of duty. When such appearance occurs during the policeman's assigned duty hours, and such appearance is related to his employment, he shall suffer no loss of compensation. When such appearance occurs outside his assigned duty hours, he shall receive either compensatory time off on the basis of one and one-half ( $1\frac{1}{2}$ ) hours for each hour of overtime or compensation at one and one-half ( $1\frac{1}{2}$ ) times his regular work rate for such overtime.

H. When any policeman is required to go on duty on his scheduled day or time off, they will be compensated at one and one-half ( $1\frac{1}{2}$ ) times his regular work rate for a minimum of two (2) hours.

ARTICLE IX  
SALARIES

A. All bargaining unit members shall receive the following annual base salaries for the term of this agreement:

July 1, 1990 - December 31, 1990

Sergeant	\$ 32,254.00
Patrolmen First Class	\$ 30,673.00
Patrolmen Second Class	\$ 28,718.00
Patrolmen Third Class	\$ 25,556.00
Patrolmen Probationer	\$ 22,977.00
Patrolmen Recruit	\$ 19,920.00

January 1, 1991 - June 30, 1991

Sergeant	\$ 33,494.00
Patrolmen First Class	\$ 31,913.00
Patrolmen Second Class	\$ 29,958.00
Patrolmen Third Class	\$ 26,796.00
Patrolmen Probationer	\$ 24,217.00
Patrolmen Recruit	\$ 21,160.00

July 1, 1991 - June 30, 1992

Sergeant	\$ 35,672.00
Patrolmen First Class	\$ 33,988.00
Patrolmen Second Class	\$ 31,905.00
Patrolmen Third Class	\$ 28,538.00
Patrolmen Probationer	\$ 25,790.00
Patrolmen Recruit	\$ 22,535.00

b. Steps shall be determined in accordance with the Policeman's temporary appointment or promotion anniversary date.

c. The officer shall move one step on the guide on his anniversary date if recommended by the Chief of Police. If Chief deems it inappropriate for the step increase, a review of the step increase will be considered again by the Chief at three month intervals.

d. If a patrolman is promoted, he will move to the next higher money step in the category to which he was promoted.

ARTICLE X

HOLIDAYS

A. The Police Department will be granted thirteen (13) holidays as follows:

New Year's Day	Labor Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Columbus Day
Memorial Day	Thanksgiving
July 4th	Christmas Day
Martin Luther King Day	

B. In addition to those enumerated above, the employee shall receive all new holidays that are declared legal holidays by the President of the United State or the Governor of the State of New Jersey if such holidays are also declared as holidays by the Governing Body of the Township of Independence

C. Policemen will be paid for each holiday on the basis of their annual rate or compensatory time off.

D. For every holiday worked, the Police Officer will be paid for their regular 8 hour shift, plus and additional 4 hours.

E. In addition, during the first pay period in December of each year, the Police Officer will be paid the dollar equivalent of 13 holidays at straight time.

F. Combining D & E above, will result in a Police Officer actually working on any holiday, receiving wages equal to 20 hours pay for the day.

## ARTICLE XI

### VACATION

A. Vacation time shall be granted as follows:

1. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st day through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service.

3. Thereafter full time employees shall receive:

a. From the beginning of the full calendar year of employment and up to five years of continuous service, 12 working days.

b. After five years of service and up to 12 years of continuous service, 15 working days.

c. After twelve years of continuous service and up to 20 years of continuous service, 20 working days.

d. Over twenty years of continuous service, 25 working days.

B. For the purpose of this article, a year shall be considered as the calendar year commencing January 1st and ending December 31st.

C. Each employee can carry over a maximum of twelve (12) working days of vacation to the following year.

D. An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.

ARTICLE XII

SICK LEAVE

A. All employees covered under this Agreement are entitled to one working day for every month of service during the first calendar year of employment and fifteen (15) working days for every year thereafter, with unlimited accumulation.

B. Any employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness in the manner as provided in Civil Service Rule 4:1-17.5.

C. Immediately prior to qualified retirement, the employee may use up to one hundred fifty (150) days of accumulated sick leave toward retirement. Any additional sick time accumulated beyond the 150 days shall be paid, upon retirement, at one-half day's pay for each accumulated sick day.

D. If any employee is absent from work for reasons that would entitle him to sick leave, the Chief or designated representative is to be notified as early as possible but no later than two (2) hours before the start of shift from which absent.

ARTICLE XIII

WORK INCURRED INJURY

A. The Township shall provide full salary while any employee is temporarily totally disabled as a result of a job incurred injury less Workmen's Compensation payments during a period not exceeding one (1) calendar year from the date of the accident. Payments will not be made during an absence due to recurrence of disability due to the same accident or related illness after the calendar year has expired.

B. If an employee qualifies or may qualify for a disability pension, the Township payments will end.

C. After the calendar year has expired, the employee may elect, if they so desire, to utilize all or part of their accumulated sick leave.

D. Any salary paid during the time that the employee takes sick leave will be reduced by Workmen's Compensation payments, if any.

E. Accumulated sick leave may be apportioned at the employee's request on a partial day basis to allow the employee full salary for any week in which Workmen's Compensation or this contract does not provide payment equal to a full working week.

F. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the Township Committee may reasonably require the employee to present such certificates from time to time and may require the employee to submit to an examination of a doctor chosen by the Township Committee at the Township's expense.

G. For the purpose of this article, injury or illness incurred while the employee is attending a Township-sanctioned training program shall be considered in the line of duty.

H. In the event the 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 the appropriate worker's compensation judgment or, if there is an appeal therefrom, the final decision of the last review in court.

ARTICLE XIV

FUNERAL LEAVE

A. In the event of a death in the immediate family, sick leave may be used for short periods of time without the necessity of a medical evidence.

B. Immediate family includes spouse, child, mother, father, brother, sister, mother-in-law, father-in-law.

C. In the event of a death of a brother-in-law, sister-in-law, grandparents, or any niece or nephew living at home with said brother-in-law or sister-in-law, one day of sick or personal leave shall be granted without loss of pay to attend the funeral.

ARTICLE XV

PERSONAL DAYS

A. Three (3) personal days per year without loss of pay shall be granted to each employee per annum, non-cumulative

B. Request for a personal day must be submitted three days in advance ( except in case of emergency), though no reason must be provided by the employee to the employer for such a day.

ARTICLE XVI

CLOTHING ALLOWANCE

A. The town of Independence shall continue to supply and maintain uniforms and equipment as necessary for safe operation of the police department.

ARTICLE XVII

HOSPITAL AND LIFE INSURANCE BENEFITS

A. The Township shall continue to provide enrollment in a hospital and medical benefit program.

B. The Township will provide life insurance which shall be equal to one and one-half (1½) times the base pay of the Policeman.

C. The Township shall continue to maintain full insurance to cover any claims or false arrest as shown on the attached personal injury liability insurance endorsement.

D. The Township retains the right to enter into a self-insurance program or to change insurance carriers regarding any insurance benefit so long as the same or substantially equivalent benefits are provided. If the Township decides to change insurance carriers, the Township shall pay particular attention to the ability of the employee to use the new insurance carrier's plan outside the Warren County area.

ARTICLE XVIII

MOTOR VEHICLE REIMBURSEMENT

A. Any policeman using his own motor vehicle on official police business with approval by the Chief of Police will be compensated at the rate of mileage compensation promulgated in the Township Salary Ordinance for that year. The policeman shall be reimbursed for parking fees and tolls upon presentation of a receipt.

B. Policemen shall be reimbursed for travel expense while assigned to attend a Police school, as well as Five (\$5.00) Dollars as a meal allowance. Policeman shall also receive Five (\$5.00) Dollars as a meal allowance for any required police-related business of eight or more hours other than regular scheduled hours.

ARTICLE XIX

PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Police Chief, Mayor and/or Governing Body.

B. Upon advance notice and at reasonable times, any member of the Police Department may, at any time, review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative. Furthermore, the Chief or his designee will review with each officer the personnel file of said employee on an annual basis.

C. Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identity of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject the member to appropriate disciplinary action.

ARTICLE XX

RIGHTS OF EMPLOYEES

A. The interrogation of a member of the Force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

B. The interrogation shall take place at a location designated by the Chief of Police.

C. The member of the force shall be informed of the nature of the investigation before any interrogation commences. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

D. The questioning shall be reasonable in length. Time shall also be provided for personal necessities, meals, telephone calls and rest periods, as are reasonably necessary.

E. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answer questions.

F. The complete interrogation of the member of the force may, upon request of either party and at the expense of the requesting party, be recorded mechanically or by department stenographer. In such cases, there will be no "off the record" questions.

G. If a member of the force is under arrest or is likely to be, that is if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

H. The Department shall afford a reasonable opportunity for a member of the force, if he so requests, to consult with counsel and/or his association representative before being questioned concerning a violation

of departmental rules and regulations during the interrogation, unless the member is being interrogated as a witness only.

I. Policemen will not be required to take a polygraph in any given departmental hearing.

J. Policemen charged with a criminal offense will not have their departmental hearing prior to their criminal trial so as not to prejudice their standings with a jury but may be suspended pending disposition of said offense in accordance with 40A:14-149.1 et seq.

ARTICLE XXI

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII

FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII

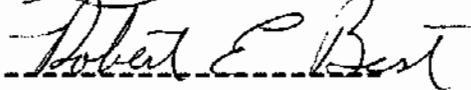
DURATION OF AGREEMENT

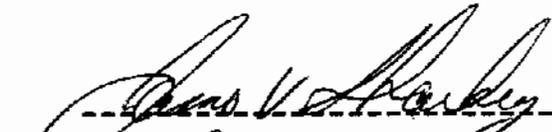
A. This agreement shall be in full force and effect as of July 1, 1990 and shall remain in effect to and including June 30, 1992 without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this agreement of a desire to change, modify or terminate this agreement.

IN WITNESS THEREOF, the parties have hereunto set their seals of the Township of Independence, County of Warren and State of New Jersey on this                      day of                      199 .

TOWNSHIP OF INDEPENDENCE

WARREN COUNTY PBA LOCAL # 280

  
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Mayor, Robert Giordano  
  
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Deputy Mayor, Robert Best

  
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James Sharkey  
  
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Allan Richner