

✓ Contract no. 528

A G R E E M E N T

Between

BOROUGH OF PROSPECT PARK

and

PATROLMEN'S BENEVOLENT ASSOCIATION LOCAL No. 114
PROSPECT PARK DIVISION

January 1, 1988 through December 31, 1990

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ARTICLE I

PREAMBLE

This Agreement, entered into this *22* day of *December*, 1989, by and between the BOROUGH OF PROSPECT PARK, in the County of Passaic, State of New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough," and the PATROLMENS BENEVOLENT ASSOCIATION, LOCAL NO. 114, Prospect Park Division, hereinafter referred to as the "Association."

NOW, THEREFORE, it is agreed as follows:

ARTICLE II

RECOGNITION

A. The Borough hereby recognizes the Prospect Park Division, PBA Local No. 114, as the exclusive collective negotiations agent for all full-time police officers employed in the Police Department of the Borough but excluding the Chief of Police, all professional, craft and clerical employees and all other Borough employees, and supervisors within the meaning of the Article.

B. The title of police officer shall be defined to include the plural as well as the singular and to include male as well as female.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure the lowest possible level of equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term grievance as used herein means any controversy arising over interpretation, application or violation of policies, agreements and administrative decisions, including disciplinary determinations, that may be raised by an individual, the Association or the Borough.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Grievance Procedure (continued)

STEP ONE:

a. An aggrieved employee shall institute actions under the provisions hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate superior for the purpose of resolving the matter informally. Failure to act within the said ten (10) days shall be deemed to constitute an abandonment of his grievance.

b. The immediate superior shall render a decision within ten (10) days after receipt of the grievance.

STEP TWO:

a. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and signed by the aggrieved and filed with the Chief of Police, or his designee, within five (5) days following the determination by the immediate superior.

b. The Chief of Police, or his designee, shall render a decision, in writing, within five (5) days from receipt of the grievance.

STEP THREE:

a. In the event the grievance is not resolved through Step Two, then within five (5) days following the determination of the Chief of Police, the matter may be submitted to the Police Committee.

b. The Police Committee shall review the matter and make its determination within ten (10) days from receipt of the grievance.

Grievance Procedure (continued)

STEP FOUR:

a. In the event the grievance is not resolved through Step Three, then within five (5) days following the determination of the Police Committee, the matter may be submitted to the Mayor and Council.

b. The Mayor and Council shall review the matter and make its determination within ten (10) days from receipt of the grievance.

STEP FIVE:

a. If no satisfactory resolution of the grievance is reached at Step Four, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The arbitrator shall have no authority to add to, subtract from or otherwise change or modify this Agreement. The decision of the arbitrator shall be final and binding upon both parties, subject to any court review which may be available. The cost of the arbitrator shall be borne equally by the parties and each party shall be responsible for such other costs as may be incurred including the the production of witnesses.

b. 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 employer's governing body or its representative on the grievance. In the event the aggrieved or his representative pursues another forum

Grievance Procedure (continued)

for the resolution of the same issue, the matter shall be withdrawn from arbitration by the aggrieved or his representative.

c. Employees covered by this Agreement shall have the right to process their own grievance without representation.

ARTICLE IV

LONGEVITY

A. The longevity program, based on each employee's length of service with the Borough, shall be as follows:

1. After completion of five (5) years of service through the completion of the tenth (10th) year of service, the employee's salary shall be increased by three (3%) percent of base salary.
2. After completion of ten (10) years of service through the completion of the fifteenth (15th) year of service, the employee's salary shall be increased by six (6%) percent of base salary.
3. After completion of fifteen (15) years of service through the completion of the twentieth (20th) year of service, the employee's salary shall be increased by eight (8%) percent of base salary.
4. After completion of twenty (20) years of service through the completion of the last year of service, the employee's salary shall be increased by ten (10%) percent of base salary.

B. Such longevity payments shall commence at the rate set forth above upon the employee's completion of his/her fifth, tenth, fifteenth and twentieth years of service from the date of original employment.

ARTICLE V

HOURS AND OVERTIME

A. The normal work day and week shall consist of eight (8) hours per day and forty (40) hours per week.

B. Overtime is defined as work in excess of eight (8) hours per day and/or forty (40) hours per week.

C. Overtime shall be compensated at time and one-half and shall be paid in cash during the employee's next regular scheduled pay period. These provisions shall cover all overtime, including court appearance.

ARTICLE VI

HOLIDAYS AND PERSONAL DAYS

A. There shall be ten (10) holidays granted in time off for each officer in each year of this Agreement.

B. There shall be up to five (5) personal days granted in time off for each officer in each year of this Agreement.

C. Holidays and personal days shall be taken off at the discretion of the Chief of Police, providing it does not interfere with the normal functioning of the Department.

D. Holiday time off cannot be accumulated by an employee but must be taken within a month after the holiday occurs, unless, in the Chief of Police's discretion, requirements of manpower or an emergency preclude taking time off for holiday within this one (1) month period. If such situation occurs, the affected employee(s) shall be allowed to take the holiday at a later time and in no event shall the employee(s) forfeit the holiday time off.

E. The number of personal days each employee shall be entitled to shall be determined by the number of sick days taken by the employee in the immediate preceding calendar year. The actual number of days shall be determined by the following schedule:

Holidays and Personal Days (continued)

a.	<u>Number of Sick Days Taken</u>	<u>Number of Eligible Days Off</u>
	0	5
	1 or 2	4
	3 or 4	3
	5 or 6	2
	7 or 8	1
	9 or more	0

b. Personal days shall be requested at least five (5) working days in advance.

c. Personal days shall not be requested for two (2) or more consecutive days.

d. Personal days shall not be taken immediately preceding or following a vacation period or regular days off that occur before or after a vacation period.

ARTICLE VII

VACATION

The following vacation schedule shall be permitted:

- a. One (1) week after completion of one (1) year of service.
- b. Two (2) weeks after completion of two (2) years of service.
- c. Three (3) weeks after completion of three (3) years of service.

It is agreed that vacations are to be allocated in order of seniority and that each member entitled to two (2) weeks vacation shall receive his/her vacation time during the summer months and those entitled to three (3) weeks vacation shall be entitled to receive the same during the period of February 1 through December 15, unless additional weeks are available during the summer months, by virtue of other members not having picked available time during that summer period.

ARTICLE VIII

SICK & TERMINAL LEAVE

A. Each member shall be entitled to fifteen (15) compensatory sick days each year, and if any of the fifteen (15) sick days are not taken, they shall be cumulative to a maximum of one hundred fifty (150) days.

B. It is agreed that sick leave benefits are designed to be used to protect employees who must be absent due to legitimate illness. Employees who abuse sick leave benefits may be subject to appropriate disciplinary action. Where there is a demonstrated pattern of an employee's abuse of sick leave benefits, the employee may be required to verify that his absences were due to legitimate illnesses.

C. It is agreed that if any member is off duty by reason of sickness in excess of three (3) days, the following shall be applied:

Any member who is out for sickness must notify the Chief of Police immediately, and if after three (3) days they are still sick, a doctor's certificate is required upon returning to work to verify the illness.

D. Each member shall be entitled to terminal leave, granted to the employee upon retirement.

E. Terminal leave shall be granted to each employee, equal to one-third (1/3) of the employee's accumulated sick days. Any sick days taken by the employee in the preceding twelve (12) months of retirement shall be deducted from the number of terminal leave days available to the employee upon retirement.

ARTICLE IX

CLOTHING AND EQUIPMENT ALLOWANCE

Each employee shall be entitled to a clothing allowance payable by check in fifty (50%) percent increments on June 30th and December 31st of each year.

The clothing allowance shall be as follows:

- a. 1988 - five hundred (\$500.00) dollars.
- b. 1989 - five hundred (\$500.00) dollars.
- c. 1990 - five hundred (\$500.00) dollars.

ARTICLE X

NON-DISCRIMINATION

There shall be no discrimination by the Borough or the Association against any employee on account of race, color, creed, sex or national origin.

ARTICLE XI

BEREAVEMENT LEAVE

A. Death in Immediate Family

1. Officers may be granted a leave of absence, without loss of pay, for death in the immediate family for a period not exceeding three (3) workdays commencing with the day of death and concluding with the day of burial.

2. Immediate family for the purposes of this section is defined as spouse, parent, child, sister, brother, mother-in-law, father-in-law, brother-in-law and sister-in-law.

B. Death in Non-Immediate Family

1. Officers may be granted a leave of absence, without loss of pay, for death in the non-immediate family for a period not exceeding one (1) workday, commencing with the day of death and concluding with the day of burial.

2. Non-immediate family for the purposes of this section is defined as grandparents and grandchildren.

C. It is the intention of this Article that an employee will suffer no loss of regular pay for the time periods specified above. In the event, however, the employee is already receiving payment in the form of vacation pay or other compensation from the Borough, bereavement leave will not be granted.

ARTICLE XII

MISCELLANEOUS

A. Maintenance of Benefits

Benefits enjoyed by employees covered under this Agreement as contained in the Borough Ordinances will be continued during the life of this Agreement unless otherwise agreed to in writing.

B. PBA Meetings

Time off for State Delegates and PBA Officers to attend official local meetings, subject to the manpower needs of the department.

C. Seniority

Definition: Seniority will be based on the number of years or part thereof in grade.

Seniority for police officers will be computed on the number of years or part thereof of service to the police department as a police officer based on the date of appointment to the department.

Seniority for superior officers will be based on the number of years or part thereof of service to the police department as a superior officer based on the date of promotion.

D. Bulletin Board

The Borough shall permit the Association to maintain an exclusive bulletin board in headquarters for the purpose of posting notices and other materials pertaining to Association business, activities or related matters, subject to the Chief's approval.

Miscellaneous (continued)

E. Breaks

Each member shall be entitled to one (1) fifteen (15) minute break during each tour of duty, the same to be taken after one hour from the start of the duty tour. Each member shall be entitled to one-half (1/2) hour meal time for each eight (8) hour tour, to be taken at any time during tour commencing one (1) hour from start and to be taken before last hour of duty tour.

F. Schedule Changes

Non-emergency schedule changes shall require a minimum of forty-eight (48) hours notice to the employee. Sickness shall be considered an emergency and all emergency changes do not require a time notice.

G. Leaves of Absence

An employee may be granted a leave of absence without pay up to ninety (90) days upon application to the Mayor and Council for just cause. Leave of absence will be deducted from the years of service as far as longevity is concerned and change anniversary date accordingly and sick time and vacation time shall not accrue.

ARTICLE XIII

HEALTH AND WELFARE BENEFITS

A. The Borough shall provide the following medical coverage for each member of the Association and all immediate family members:

New Jersey Blue Cross; New Jersey Blue Shield;
Rider J and Major Medical Insurance.

B. The Borough shall provide a prescription plan for each member of the Association and all immediate family members. The employee shall be responsible for all co-payments as required by the prescription plan.

C. The Borough shall provide a dental plan for each member of the Association and for all immediate family members, that allows the member and family to select a dentist of their choice.

D. The Borough shall provide each member with professional liability insurance, including false arrest insurance.

E. The Borough may, at its option, change any of the existing insurance plans or carriers or self-insure so long as substantially equivalent benefits are provided.

ARTICLE XIV

PERSONAL VEHICLES

When employees utilize their personal vehicles for the performance of their duties as a police officer and/or for the conducting of police department business, they shall be reimbursed at the rate of fifteen (15¢) cents per mile.

ARTICLE XV

DEPARTMENTAL INVESTIGATIONS

A. In an effort to ensure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following procedures will be utilized:

1. The interrogation of a member of the force shall be at a reasonable hour unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designated by the Chief of Police.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences.

4. The questioning shall be reasonable in length.

5. At every stage of the proceedings, the department shall afford an 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 the rules and regulations during the interrogation of a member and of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.

B. Nothing contained in this article shall be construed to deprive the department or its officers of the ability to conduct the routine and daily operations of the department.

ARTICLE XVI

MAINTENANCE OF OPERATIONS

A. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or concerted willful absence of a police patrolman from his duties of employment), work stoppage, slowdown, walk-out or other job action against the Borough.

B. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any PBA member may be deemed grounds for disciplinary action.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity.

ARTICLE XVII

MANAGEMENT RIGHTS

A. 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.

B. 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, state or local laws or ordinances.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this 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.