

3-0108

THIS BOOK DOES
NOT CIRCULATE

COLLECTIVE NEGOTIATION AGREEMENT

AGREEMENT, made this *7th* day of *June*, 1973,
between the CITY OF ENGLEWOOD, a municipal corporation located in
Bergen County, New Jersey (hereinafter called the "City"), and
NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL
NO. 216, OF THE CITY OF ENGLEWOOD, a corporation of the State of
New Jersey under and by virtue of Title 15 of the Revised Statutes
of New Jersey (hereinafter called the "Association").

W I T N E S S E T H:

WHEREAS, the City and the Association have reached
agreement with respect to issues of salaries, wages, hours of
work, equitable and peaceful procedure for the resolution of
differences and other terms and conditions of employment, which
agreement they wish to reduce to writing as required by law.

NOW, THEREFORE, IT IS in consideration of the following
mutual covenants, AGREED:

ARTICLE I

RECOGNITION

A. Bargaining Unit

This agreement pertains to the terms and conditions of
employment for all members of the regular police force of the
City with the exception of those members who hold the rank of
Chief or Deputy Chief.

B. P.B.A. Sole Bargaining Agency

The Association is recognized as the sole collective bargaining agency for all employees described above in the bargaining unit, (hereinafter called "Members").

ARTICLE II

TERM OF AGREEMENT

This agreement shall be effective as of January 1, 1973, except as otherwise specifically expressed herein, and shall continue in full force and effect to and including December 31, 1974.

ARTICLE III

SALARY

As of January 1, 1973, the base salary of each Member shall rise five (5%) per cent from the salary which he earned on December 31, 1972. As of January 1, 1974, the salary of each Member shall rise five (5%) per cent from the salary he was earning on December 31, 1973. Salaries shall be paid in accordance with the schedule set forth as Appendix A to this Agreement.

ARTICLE IV

LONGEVITY PAY

Each Member shall receive, in addition to his annual base salary for the calendar year, a longevity payment of one

(1%) per cent of his base salary for each completed four (4) years of service up to a maximum of six (6%) per cent. Longevity payments will first become due or will be appropriately increased on the first day of the month next following the month in which a Member's anniversary date of employment occurred.

ARTICLE V

OVERTIME

A. Rate

Overtime shall be paid each Member at the rate of time and one-half with payment to be made on the next following pay day, subject only to the reasonable time requirements of the finance office.

B. Method of Computation

Overtime pay shall be computed in the same manner as overtime pay has been calculated in the past: that is, it shall be computed upon a Member's base salary, longevity increments and college credit pay.

C. Special Duty Overtime

In each case, when a Member's off time is interrupted for special duty, he shall be guaranteed a minimum of two (2) hours' overtime pay. Upon his completion of the task for which he was summoned, the Member shall be discharged from duty for the

day. "Special duty overtime" as used herein includes, but is not limited, to those situations where a Member is summoned by telephone or otherwise by the Department or any municipal or county court for attendance at Headquarters or court in connection with any police or criminal matter or case, or civil case to which the City is a party.

Special duty overtime shall be calculated from the time a Member reports into Headquarters and until he finally reports out of Headquarters, including travel time to and from his destination (as, for example, to the Bergen County Courthouse) and meal time taken by the Member.

D. Regular Duty Overtime

In a non-emergency matter, a Member may work overtime upon the completion of his tour of duty only upon the approval of the Chief or the highest superior officer who is then on duty. In an emergency matter, he may do so upon the approval of the Chief or the highest superior officer of his bureau who is then on duty.

E. Voluntary Overtime

All available voluntary overtime assignments shall be posted at the desk in Headquarters by the desk officer immediately upon his receipt of same. Said assignments will be available to

Members who wish to work them on a first come, first served basis with the condition that a Member must sign for such assignment in person and may not do so by proxy.

F. Compensatory Time Eliminated

No compensatory time off shall be given in lieu of overtime paid.

ARTICLE VI

DETECTIVE BUREAU DIFFERENTIAL

Immediately upon assignment or appointment to the Detective Bureau, a Member shall begin to receive, as part of his regular pay, an additional pay differential, as a Detective Second Grade, in the annual sum of \$200.00. Upon the expiration of six (6) months' service as a Detective Second Grade, a Member shall immediately become a Detective First Grade and he shall receive as part of his regular pay an additional pay differential in the annual sum of \$400.00. Detective Sergeants, Detective Lieutenants and Detective Captains shall receive as part of their regular pay differentials of \$450.00 per year.

ARTICLE VII

ACADEMIC EDUCATION INCENTIVE

The City will pay additional compensation to each Member who earns or has earned credits toward a recognized under-

graduate degree in Police Science, Criminal Justice, Public Safety or the equivalency thereof (which equivalency shall be determined by the Business Administrator). Payment shall be made each year on the basis of all credit hours accumulated and completed by September 15th of the prior calendar year, in accordance with the schedule set forth as Appendix B to this Agreement.

To qualify, each credit hour must have been completed in or accepted by a recognized institution of higher learning offering a program leading to a degree in Police Science, Criminal Justice, Public Safety or the equivalency thereof (which equivalency shall be determined by the Business Administrator). Degree, as used herein shall mean associate degree, bachelors degree or masters degree.

In order to qualify for said pay, a Member must present to the City proper certification from the institution attended establishing the number of credit hours completed, together with other relevant information reasonably demanded by the City.

It is understood that each Member who attends a recognized institution as aforesaid shall do so during his off-duty time and at no expense to the City.

The maximum number of credits for which a Member shall receive compensation toward an undergraduate degree shall not

exceed 132. The maximum number of additional credits for which a Member shall receive compensation toward a masters degree shall not exceed the minimum number of credits required by the recognized institution of higher learning which he is attending for a masters degree in Police Science, Criminal Justice, Public Safety or the equivalency thereof (which equivalency shall be determined by the Business Administrator).

Said additional compensation shall be paid with and as part of the Member's regular salary payments. This compensation will be considered an addition to base salary and will be treated as part of base salary for all benefit purposes other than longevity payments, as has been the practice.

ARTICLE VIII

CLOTHING ALLOWANCE

Each Member shall receive for the year January 1, 1973, through December 31, 1973, the sum of \$250.00 as a clothing allowance, the payment of \$125.00 of which shall be subject to a prior voucher approval by the Chief of Police of the City and in accordance with such procedure as has heretofore been the practice within the Englewood Police Department, which approval shall not be unreasonably withheld. The payment of \$125.00 of said \$250.00 allowance shall be made to each Member within thirty (30) days of

the signing of this Agreement, to be used by said Member at his sole and exclusive option for the purchase or maintenance of such equipment and/or clothing as he in his sole discretion shall deem reasonable.

Within thirty (30) days of the date hereof, a committee shall be formed to comprise the Chief of Police or his delegate, the Business Administrator of the City or his delegate and the President of the Association or his delegate. Each of the three members shall have a vote equal in weight to that of each of the other members. The committee shall forthwith begin to meet on a regular basis in order to negotiate a change of the official uniform to be put into effect on or before January 1, 1974. The criteria to be employed by the committee in effectuating the uniform change shall be the cost of purchasing and maintaining new uniforms, the utility, appearance and comfort of said uniforms, the cost of cleaning the same, and the like.

Said committee shall also negotiate as a re-opener to this contract, on the basis of the change of uniform as aforesaid, the terms and conditions of the clothing allowance and clothes cleaning allowance to be paid each Member under this contract for the calendar year January 1, 1974 through December 31, 1974.

The determination of said committee shall be binding.

It is further provided that at least \$125.00 of whatever amount the 1974 uniform allowance is negotiated to be shall be paid by cash rather than voucher.

ARTICLE IX

HOLIDAYS

Each Member shall be entitled to thirteen (13) holiday days with pay during each calendar year. Each holiday may, at the option of the Member, but subject to a holiday schedule, to be approved in advance by the Chief of Police, be taken as a day off with pay on a first come, first served basis throughout the calendar year. The approval of the Chief of Police to the holiday schedule shall not be unreasonably withheld.

For each holiday that the Member shall work, he shall receive straight time.

In addition to the foregoing, each Member shall receive as an additional holiday, any "special holiday" which may be granted by the City to members of the Department of Public Works and the City Hall employees. "Special holiday" as used herein, shall include, but not be limited to holidays granted by the City upon the death of the President or other figure of prominence, whether federal, state or local, or holidays granted for the inauguration of any public figure or the celebration of any joyous event. All such "special holidays" shall be treated for all purposes under this contract as regular holidays.

ARTICLE X

PERSONAL LEAVE DAYS

In addition to the holidays heretofore provided by Article IX hereof, each Member may have one (1) personal leave day each year, which shall be a day which he shall take off with pay on advance notice and subject to the approval of the Chief of Police, which shall not be unreasonably withheld. Personal leave days shall not accumulate nor shall an additional day's pay be paid to a Member who has not taken his personal leave day off. If a Member has not been able to arrange with the approval of the Chief of Police, for taking his personal leave day during the calendar year in which it has accrued, he may take the same within the first ninety (90) days of the following calendar year.

In addition to the foregoing, if a Member shall actually change his residence and shall officially change his permanent address and register such change with the office of the Chief of Police, the Member may take as a day off with pay, the day upon which he actually moves his residence, subject to the advance notice and prior approval of the Chief of Police, which shall not be unreasonably withheld. In no event shall any Member be entitled to more than one (1) such moving day per year.

In addition to the foregoing, each Member may take three (3) additional personal leave days per year chargeable to his sick leave with the prior approval of the Chief of Police, which approval shall not be unreasonably withheld. Said personal leave days may not accumulate from year to year, so as to permit no Member to take more than three (3) such personal leave days annually.

ARTICLE XI

VACATION

Vacation shall be granted in accordance with the following schedule. Vacations shall be taken on a seniority basis at any time during the calendar year in one period or two equal periods, at the Member's option.

- A) Patrolman (under 15 years) Twenty-four (24) days per year
- A) Patrolman (over 15 ")Twenty-eight (28) days per year
- B) Sergeant Thirty-one (31) days per year
- C) Lieutenant Thirty-four (34) days per year
- D) Captain Thirty-seven (37) days per year

The vacation schedule for all Members shall be subject to the approval of the Chief of Police, which approval shall not be unreasonably withheld.

ARTICLE XII

SICK LEAVE

Each Member shall be entitled to sick leave in accordance with the following:

Section 1. Definitions

a) Sick leave is defined to mean an absence from duty because of illness, accident, disease, injury or the contagious disease in the Member's household, which might endanger the health of the other Members of the department. Charges to sick leave shall not include an absence from duty for that period of time during which workmen's compensation (temporary benefits, including the statutory waiting period) is received by the Member, in connection with work-related sick leave as is more particularly defined below.

b) Immediate family shall mean a Member's wife, husband, child, mother, father, brother, sister, mother-in-law, father-in-law, legal guardian or person standing in loco parentis.

c) Member shall mean all members of the regular police force of the City, including probationary patrolmen.

Section 2. Sick Leave Allowance

Each Member shall be granted sick leave with pay of not more than fifteen (15) working days each calendar year. Notwithstanding the foregoing, any Member who has used all his accumulated sick leave and who requires additional sick leave because of a major illness or injury not arising from his employment, shall be granted, subject to proper medical verification, on one occasion only, an extension of sick leave in accordance with the following schedule:

Fifteen (15) additional days after completion of the first year and through completion of the tenth year of service;

Thirty (30) additional days from the beginning of the eleventh year through the completion of the fifteenth year of service;

Forty-five (45) additional days after the completion of the fifteenth year of service.

A Member shall be charged with sick leave for his absence on those days in which he was otherwise scheduled to have worked.

Where a Member has worked more than four (4) continuous hours and is required to leave work early because of illness, he will be credited with having worked the entire day. If the Member has worked less than four (4) continuous hours, the entire day shall be charged as a sick day.

Section 3. Sick Leave Accumulation

If a Member requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year.

Sick leave shall continue to accumulate during such times as a Member is on authorized sick leave, work-related sick leave, as above defined, military leave and vacation time.

Each Member shall be entitled to such accumulated sick leave of absence with pay if and when needed, subject to appropriate medical certification.

Section 4. Notice of Illness

To qualify for payment while absent on sick leave, each Member who will be absent from duty on sick leave shall so notify the Chief or officer in charge of Headquarters or cause notice to be given him at least one hour before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty.

A Member who shall absent himself without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

Section 5. Death in the Immediate Family

A Member shall be granted three (3) working days off (even if not consecutive), from the date following the death of a member of his immediate family. Said time off will not be chargeable to the Member against sick leave or otherwise.

Section 6. Medical Certificate

When a Member does not report for duty for a period greater than three (3) consecutive days or in the event of excessive absence for illness, in one calendar year, he may be required to submit a medical certificate to the effect that he was not physically able on the date or dates of said absence to perform the duties connected with his employment.

A Member who becomes ill or is injured during his vacation, may submit to the Chief a statement from a physician certifying the nature of the illness or injury. The Chief at his discretion, will decide how many days may be charged against sick leave and allow the Member to take an equivalent number of vacation days during the calendar year at a time which will not interfere with the vacation periods of other Members.

When it is reasonably presumed that a Member or a member of the immediate family is suffering from a contagious disease which might endanger the health of other Members of the Department, then a medical certificate may be required from the Member's physician and if determined necessary, from the Department of Health.

Whenever a Member shall be required to submit to examination by the City physician, such physician shall report in writing when the Member is fit for duty and his sick leave shall terminate.

A Member on sick leave, when physically able, may be required by the Chief to report once a week or visit the City physician if so ordered.

Failure of a Member to comply with any of the above requirements may result in forfeiture of his salary during the entire sick leave or other appropriate disciplinary action.

Section 7. Work-related Sick Leave

Where a Member is disabled, through injury, illness, or other incapacitation arising from or out of his employment, as evidenced by a medical certificate, he shall receive sick leave for an initial period of up to thirty (30) days. Should further sick leave be required, the Council, upon recommendation from the Chief, may grant additional sick leave up to a total of one (1) year. All such sick leave shall be with full pay except that payments made to the Member by workmen's compensation shall be deducted from the amount to be paid the Member by the City.

Any Member who is injured or disabled in the performance of his duties and who reaches the maximum extent of his recovery but remains unable to perform regular police duties shall be assigned to perform such police duties as he is, to the extent of his limitations, able to perform. If no such work is available in the police department which such employee is able to perform, he shall be retired in accordance with the pension provisions applicable to such employee.

ARTICLE XIII

ACCRUED SICK TIME PAYABLE UPON
TERMINATION OF EMPLOYMENT

Terminal sick leave will be paid a Member upon his termination of employment in accordance with the following schedule:

A. If a Member terminates employment on a disability pension or retirement pension or by death at a time when he is qualified for such pension, in addition to the compensation set forth in paragraph D. following, he or his estate shall be paid one (1) day's pay for each accumulated sick day and one (1) day's pay for each day of unused vacation accrued for that year, or a sum equal to three (3) months' pay, whichever is greater. In addition, he shall receive any compensatory time which he may have accrued.

B. If a Member terminates his employment after the completion of fifteen (15) years of service when not qualified for a pension, in addition to the compensation set forth in paragraph D. following, he or his estate shall be paid one (1) day's pay for each accumulated sick day and one (1) day's pay for each day of unused vacation accrued for that year. In addition, he shall receive any compensatory time which he may have accrued.

C. If a Member terminates employment after the completion of two (2) years of service when not qualified for a pension and before the completion of fifteen (15) years of service, in addition to the compensation set forth in paragraph D., he or his estate shall be paid one-half day's pay for each accumulated sick day and one full day's pay for each day of unused vacation accrued for that year. In addition, he shall receive any compensatory time which he may have accrued.

D. If a Member's employment is terminated for disciplinary cause, he shall receive none of the benefits provided by paragraphs A. through C. above. This proviso shall in no way affect said Member's statutory pension rights.

E. If a Member is entitled to terminal pay as provided above, he may elect either to receive cash or to retire early, or he may elect a combination of cash and early retirement days. Where the Member's election includes an early retirement option, his election shall be subject to the approval of the Chief of Police, which shall not be unreasonably withheld. Where the Member elects to receive cash, he shall be paid a sum for said day equal to the sum he would have been paid for said day had he continued employment on the day of his retirement.

ARTICLE XIV

LEAVE OF ABSENCE WITHOUT PAY

Each Member having completed three (3) years of service shall be granted of right a leave of absence without pay, without qualification for purposes of running for or holding elective office. In other cases, leave of absence may be granted by the Mayor and Council upon application by the Member. If, upon receipt of said application, the Mayor and Council are inclined to deny said application, before making a determination, they will

bursement of Members whose personal property (exclusive of uniforms) is damaged or stolen as a result of the Member's activities while within the scope of employment. No accounting shall be required by the City from the Association.

ARTICLE XVII

HOURS OF EMPLOYMENT

City Ordinance 10-9-51, Section 1, also known as Section 16-11 of the Revised Ordinance of the City of Englewood, New Jersey, shall be amended, effective January 1, 1974, to provide:

The hours of employment of the members of the police department shall not exceed eight (8) consecutive hours in any one day, nor forty (40) hours in any one week, provided that in case of an emergency, the officer or other official having charge or control of the police department shall have full authority to summon and keep on duty any or all such members during the period of emergency, and provided further that overtime employment may be granted in accordance with the provisions of any city ordinance upon such terms and conditions as may be provided therein, and provided further that each member of the police department shall be required to report for duty fifteen (15) minutes before his scheduled tour of duty for which time he shall be compensated by payment at the rate of one and one-quarter (1-1/4) hours each week of the calendar year on the basis of his normal pay, exclusive only of overtime.

There shall be no amendment to, modification of, or repeal of said ordinance during the term of this agreement.

ARTICLE XVIII

DETECTIVE BUREAU ASSIGNMENTS

Any Member assigned to the Detective Bureau shall imme-

grant the Member an opportunity to be heard. If said application is denied, the Mayor and Council will state their reasons therefor.

Upon the return of the Member to the Department, he will receive all benefits he would have received had he not taken the leave, except pay.

ARTICLE XV

COURT ACTION AGAINST MEMBERS

In all civil actions in which a Member is a defendant for conduct arising within the scope of his employment, the City shall at its cost and expense furnish him competent counsel to defend him through the trial and appeal and in the event of a judgment against him, the City will indemnify him, except in cases of criminal or intentional wrong. The City shall have the sole choice of the attorney.

In the event that a Member should choose to retain private counsel, he may do so at his expense except where it is inconsistent with or contrary to the City's interest or insurance coverage.

ARTICLE XVI

PERSONAL PROPERTY DAMAGE FUND

The City will deliver to the Association the sum of \$250.00 per year, on the first day of each year, to be independently administered by the Association as a fund for the reim-

diately earn pay as a Detective Second Grade. Six (6) months thereafter, he shall immediately earn pay as a Detective First Grade and shall be forthwith assigned ^{AS} Detective First Grade. *Rep*

ARTICLE XIX

ELIGIBILITY FOR SERGEANCY

Three (3) years after the appointment of a Member, he shall become eligible for promotion to the rank of Sergeant.

ARTICLE XX

SENIORITY

The effective date of seniority for all purposes shall be computed as of the date of the resolution of initial probationary appointment of a Member.

ARTICLE XXI

COFFEE AND MEAL BREAKS

Each Member shall receive with pay within each daily tour, one (1) fifteen-minute coffee break and one (1) one-half hour meal break at reasonable times to be approved by the desk officer, which approval shall not be unreasonably withheld. A Member shall not be entitled to receive pay in lieu of said coffee or meal breaks whether such breaks are missed either voluntarily or because of the exigencies of his paid daily tour.

ARTICLE XXII

SERVICE RECORDS

Each Member's service records, commendations and general personal file shall be available for inspection by said Member. Upon the addition of any report or other writing to such file, notice thereof will be immediately given the Member in order that he may seasonably inspect such writing.

ARTICLE XXIII

TIME OFF FOR P.B.A. OFFICIALS

Time off with pay shall be granted the President and P.B.A. delegate of the Association in order that they may attend one (1) state and one (1) county P.B.A. meeting monthly, in accordance with the present practice of the Police Department.

ARTICLE XXIV

POLICE CUSTODIAN

The City shall furnish custodial services for the adequate maintaining and keeping clean police facilities, including Headquarters, cell blocks, locker rooms, pistol range, bathrooms, officers' facilities and the like. Said custodial services shall be made available as required during weekends and other times when City Hall is closed to the general public.

to Their Duties, Power, and Restrictions", adopted pursuant to Ordinance No. 1669. The delegates appointed by the Association shall not meet during their tours of duty without the approval of the Chief of Police, which approval shall not be unreasonably withheld.

ARTICLE XXIX

BULLETIN BOARD

A bulletin board shall be provided by the City in the police locker room. It shall be for the sole and exclusive use of Members of the Association in connection with P.B.A. matters, personal business, dissemination of news, and other information, and the like.

ARTICLE XXX

PAYROLL DEDUCTIONS

As each paycheck is delivered, the City shall deduct from the Member's pay all dues and assessments imposed by the Association, in accordance with the Rules and Regulations of P.B.A. Local 216. All such deductions shall be remitted by the City to the proper officials of the Association once each month.

ARTICLE XXXI

GRIEVANCE PROCEDURE

Effective immediately, a Grievance Procedure is instituted for the equitable and peaceful resolution of differences, in accordance with the terms of Appendix C annexed hereto.

ARTICLE XXV

PISTOL TEAM CAPTAIN

Time off with pay will be granted to the pistol team captain or his alternate in order that he may run all meets reasonably scheduled during his tour of duty.

ARTICLE XXVI

NO MECHANICAL MAINTENANCE

No Member shall be required to perform any mechanical maintenance or other service on any police or other vehicle.

ARTICLE XXVII

SANITARY DINING FACILITIES

The City shall provide sanitary dining facilities for approximately five (5) Members during all shifts, which facilities shall be located in the locker room and shall be furnished within ninety (90) days hereof.

ARTICLE XXVIII

REVISION OF RULES COMMITTEE

The City shall forthwith appoint a committee to meet with the Chief of Police or his delegate and two delegates chosen by the Association, for purposes of study and revision recommendations of the "Rules and Regulations for the Government of the Police Department and Instructions to Police Officers as

ARTICLE XXXII

RE-OPENERS

It is understood that the Police Department of the City of Englewood is presently the subject of a study and survey being conducted by the New Jersey Police Training Commission, which shall submit its report and recommendations in writing. It is anticipated that such report shall be submitted on or before July 1, 1973.

Notwithstanding the terms of this Agreement, the City and the Association agree, upon receipt of said report, to negotiate in good faith as a supplement to this Agreement, the following issues which were the subject of collective bargaining demands submitted by the Association to the City on November 1, 1972 for inclusion in this employment contract:

- a) Whether tours of duty for patrol division should be stabilized to a maximum of three (3) or otherwise.
- b) Whether each tour of duty should consist of a minimum of five (5) uniformed motorized patrolmen.
- c) Whether a patrol car should be on the road between the hours of 6:00 p.m. and 6:00 a.m. unless manned by two regular police officers.
- d) Whether tenure should be granted to Members assigned to special bureaus (i.e., Detective Bureau, Traffic Bureau, Clerical Bureau, Training Bureau, etc.).

ARTICLE XXXIII

POLICE PARKING LOT

The City agrees to make reasonable efforts to furnish Members with such parking space as may be reasonably available within a reasonable proximity of Headquarters.

ARTICLE XXXIV

PRIOR PRACTICES AND CONDITIONS

All previous practices and conditions of employment which inure to the benefit of any Member and which are not herein enumerated or modified shall continue in full force and effect.

ARTICLE XXXV

EXTENSION OF CONTRACT PROTECTION

In the event that the City and the bargaining agent for the Members have not by December 31, 1974 agreed upon the terms and conditions of employment of the Members for the contract period commencing January 1, 1975, then the terms and conditions of this contract of employment shall remain in full force and effect, without prejudice, until the negotiation, consummation and execution of said later contract.

ARTICLE XXXVI

PISTOL RANGE

In the event that by virtue of any municipal action, the present police pistol range is rendered unusable, destroyed

or for any reason no longer available for its present use, the City agrees to provide an equivalent range and permanent range house for the use of the Police Department as soon as is reasonably practicable.

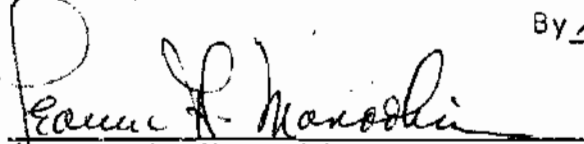
The City further agrees to provide, if necessary, temporary adequate facilities pending permanent relocation in order to avoid any unreasonable interruption in the availability of range facilities.


The City further agrees to place in safe storage all of the fixtures, furniture and furnishings presently located in the range house should the same be rendered no longer available and to re-install the same in the permanent relocation premises when the same are made ready.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and attested, all on the day and year first above written.

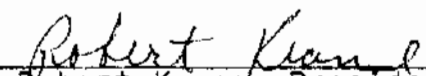
CITY OF ENGLEWOOD

ATTEST:

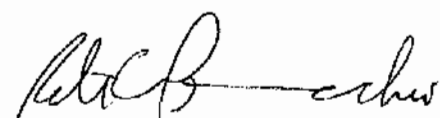

Jeanne A. Manookian,
Acting City Clerk

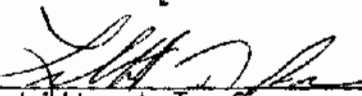
By 
Walter S. Taylor, Mayor


NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL 216 OF THE CITY OF ENGLEWOOD

By 
Robert Keane, President

ATTEST:


Robert A. Pennachio, Esq.
Atty. for P.B.A. Local No. 216

By 
Gilbert T. Greene, 1st Vice President


Warren W. Carlstedt, Delegate

APPENDIX A

Police Department Base Salary Scale *

	\$ <u>1/1/72</u>	\$ <u>1/1/73</u>	\$ <u>1/1/74</u>
<u>Patrolman</u>			
1st year	8,700	9,135	9,592
2nd year	9,800	10,290	10,805
3rd year	10,900	11,445	12,017
4th year	12,000	12,600	13,230
<u>Sergeant</u>			
1st year	12,700	13,335	14,002
2nd year	12,900	13,545	14,222
<u>Lieutenant</u>			
1st year	13,400	14,070	14,774
2nd year	13,900	14,595	15,325
<u>Captain</u>			
1st year	14,700	15,435	16,207
2nd year	15,200	15,960	16,758
<u>Detective</u>			
2nd grade	12,200	12,810	13,451
1st grade	12,400	13,020	13,671
<u>Detective Sergeant</u> -1-		-2-	-2-
<u>Detective Lieutenant</u> -3-		-4-	-4-
<u>Detective Captain</u> -5-		-6-	-6-

Note: (See Key for Det. Sgt., Det. Lt., Det. Capt.)

* rounded to nearest dollar

Appendix A (Continued)

Key:

- 1- Same pay as Member would earn were he a uniformed Sergeant.
- 2- Same pay as Member would earn were he a uniformed Sergeant plus \$450.00.
- 3- Same pay as Member would earn were he a uniformed Lieutenant.
- 4- Same pay as Member would earn were he a uniformed Lieutenant plus \$450.00.
- 5- Same pay as Member would earn were he a uniformed Captain.
- 6- Same pay as member would earn were he a uniformed Captain plus \$450.00.

APPENDIX B

Academic Education Incentive Pay

Pursuant to Article VII of this Agreement, the City will pay each Member each year the following sums for the following grades, per credit:

A	\$ 22.00
B	18.00
C	17.00
D	12.00
F (or Incomplete)	- 0 -
Pass or Satisfactory (except Physical Education)	18.00
Pass or Satisfactory in Physical Education	17.00
Fail or Unsatisfactory	- 0 -

In the event that the grievance is not adjusted, under Step 1 to the satisfaction of the Member, Step 2 may be proceeded with within the time periods hereinafter set forth.

Step 2: If the grievance has not been settled on the departmental level, the Member, but only through the P.B.A., may proceed to Step 2. Step 2 shall consist of a hearing before a committee consisting of the Business Administrator, an employee of the City of Englewood designated by the P.B.A., and an employee of the City of Englewood designated by the Chief of Police. A step 2 hearing must be requested by the P.B.A. by a written request which shall be delivered to the Business Administrator within fifteen (15) days following the disposition by the Chief of Police of the grievance under step 1. The grievance shall be decided by a two-thirds (2/3) vote of the panel within twenty-one (21) days following the receipt by the Business Administrator of the grievance.

Step 3: If the P.B.A. is not satisfied with the disposition of the grievance following the step 2 hearing, it shall have the right, within seven (7) days following its written notification of the step 2 disposition, to submit the grievance to the Mayor and Council of the City of Englewood by written request filed with the City Clerk within the time aforesaid. The Mayor & Council shall, at PBA option, hear the grievance in public or in private, and shall determine the same within thirty (30) days following the filing of the notice of submission with the City Clerk.

If the P.B.A. is dissatisfied with the disposition of the grievance by the Mayor and Council, as aforesaid, the P.B.A. may, within seven (7) days after its receipt of said disposition, submit the same to arbitration by filing an arbitration request with the Clerk of the City of Englewood. Said arbitration shall be conducted pursuant to the Rules and Regulations of the Public Employer Relations Commission, from whose panel of arbitrators the parties shall make a preference selection, the appointment of the arbitrator, however, to be made by the Public Employer Relations Commission. The cost of arbitration shall be equally borne by the parties thereto, and the decision of the arbitration shall be binding.

APPENDIX C

GRIEVANCE PROCEDURE

The purpose of this Grievance Procedure shall be to provide a procedure for the settlement of all grievances and disputes between the P.B.A. and its Members and the City of Englewood relating to terms and conditions of employment, all as is comprehensively provided for in the collective negotiation agreement to which this Grievance Procedure is annexed and made a part.

Grievances shall be presented in the manner hereinafter provided:

Step 1: A Member having a grievance shall present it orally either himself or with the representative of the P.B.A. to his immediate superior officer, and if the grievance is not forthwith adjusted, he may then present it orally either himself or with his representative, as aforesaid, to the commanding officer of his bureau. If the grievance is not satisfactorily adjusted within one (1) week following its presentation to said commanding officer, it shall be presented to the Chief of Police either by the Member or by the Member and his representative. Upon request, the Chief of Police shall specify the time within one (1) week following the request for discussion of the grievance with the member and, if the member should so desire, the P.B.A. representative. The Chief of Police may also, at his discretion, request the attendance at such discussion by the member's immediate superior and the member's commanding officer. Within one (1) week following the conclusion of said discussion, the Chief of Police shall either:

- a) Adjust the grievance;
- b) Find the grievance unjustified; or
- c) Advise the P.B.A. that the adjustment of the grievance is beyond his authority.

Whenever a Step 1 grievance is discussed, the Chief of Police, the Member and his P.B.A. representative, if one is present, shall initial the minutes of the meeting, which shall be made during the course thereof by the Chief of Police.

R E S O L U T I O N

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ENGLEWOOD:

THAT the form of collective negotiation agreement dated June 7, 1973 and executed on said date by the President and First Vice President of the PBA Local 216 covering calendar years 1973 and 1974, a copy of which is on file in the office of the City Clerk, be and the same is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor is authorized to execute said collective negotiation agreement, and the Acting City Clerk is authorized to attest same.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Council of the City of Englewood, N. J. on

JUN 7 1973

Jeanne A. Manookian
Jeanne A. Manookian, ^{Acting} Deputy City Clerk