

DEC 30 1974

RUTGERS UNIVERSITY

AGREEMENT

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THIS AGREEMENT, made the 15th day of July, 1974, by and between the TOWNSHIP OF PASSAIC, in the County of Morris, a municipal corporation of the State of New Jersey, hereinafter called "TOWNSHIP" and the PASSAIC TOWNSHIP SUPERIOR OFFICERS ASSOCIATION, hereinafter called "ASSOCIATION";

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Chapter 303 of the laws of 1968 of the State of New Jersey, the Association, as public employees, did submit their demands on salary and certain working conditions after the formation of a public employees bargaining unit; and

WHEREAS, the Township, as a public employer, and the Association did negotiate on salary and certain other working conditions for the term commencing January 1, 1974 to and including December 31, 1976, and came to agreement thereon;

NOW, THEREFORE, in consideration of the premises, covenants, undertakings, terms and conditions herein contained it is hereby mutually agreed by and between the parties hereto as follows:

Section 1. Recognition. The parties hereto agree that the municipality is the Township of Passaic in Morris County New Jersey and that ~~the Association is a unit composed of the~~ Superior Officers in the Passaic Township Police Department including Captain(s), Lieutenant(s), and Sergeant(s), and excluding all other members of the police department or force. The Township of Passaic recognizes the Passaic Township Superior Officers Association as the exclusive representative for purposes of collective negotiations with the Township and both parties to this Agreement agree that the negotiations have been conducted

in good faith regarding grievances,, terms and conditions of employment.

Section 2. Term. The term of this Agreement shall be for the period January 1, 1974 to December 31, 1976 inclusive.

Section 3. Applicability. The provisions of this Agreement shall apply only to the Passaic Township Superior Officers Association.

Section 4. Salaries. Employees shall receive salaries during the period of this contract, commencing on January 1, 1974 in accordance with the following schedule:

RANK	AMOUNT
Captain	\$16,000.00
Lieutenant	15,500.00
Sergeant	
Class 1B	14,900.00
Class 1A	14,700.00
Class 1	14,400.00
Class 2	14,200.00
Class 3	14,000.00

(Class 1B = Bachelor's Degree in Police Science
Class 1A = Associate's Degree in Police Science)

A captain and a lieutenant in the department shall receive an additional \$500.00 per year over the base salary for being on "call duty" at all times. All longevity payments previously provided for in any salary ordinance, resolution or contract are hereby eliminated and will not be paid to any member of the Passaic Township Superior Officers Association covered by this Agreement.

The salaries listed in this contract as set forth above are for the 1974 contract year. For 1975 and 1976 contract year covered by this Agreement salaries will be established by using the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index For Urban Wage Earners and Clerical Workers; New York, New York -- Northeastern New Jersey, all items -- Series A (1967=100). The salaries will be computed

by using the percentage difference between the final January 1974 and December 1974 Indexes for 1975 salaries and the final January 1975 and December 1975 Indexes for 1976 salaries. In this connection the final January 1974 Index is 146.8. The 1975 salaries will be subject to 12% maximum adjustment and 4% minimum adjustment over 1974 salary as set forth in this Agreement. Salaries for 1976 will be subject to a 10% maximum adjustment and a 4% minimum adjustment over 1975 salaries.

Section 5. Pay Period. All pay periods shall be in accordance with the public employer's payroll procedure for all Township employees.

Section 6. Vacations. (A) The following vacation schedule shall apply for all non-probationary employees:

(1) Less than one year service: The employee with less than one (1) year continuous service and not less than seven (7) months service prior to July 1 is entitled to a vacation of five (5) working days.

(2) More than one year service: An employee with one (1) or more years of service is entitled to a vacation in accordance with the following schedule. The amount of vacation depends upon the amount of continuous service which he will attain before the calendar year ends.

<u>Years of Continu- ous Service</u>	<u>Days of Vacation</u>
1 to 7	10
8 to 16	15
17 and over	20

(B) The employee's paycheck for his earned vacation shall be given to the employee prior to the start of his vacation, provided that a request for said check is made within

a reasonable time period of his vacation date.

(C) Senior employees shall be given due consideration in the selection of vacation periods, where consistent with work schedules.

(D) Any employee whose employment has been terminated for any reason except discharge for cause shall receive a pro-rated vacation.

(E) Vacation time may not be accumulated for more than one (1) year except by mutual agreement of the parties hereto.

(F) An employee shall receive pay for vacation on the basis of regular salary for the period involved.

(G) An employee shall be entitled to vacation pay due on separation in accordance with the established policy covering all municipal employees as specified by the Township Committee now in effect or as amended from time to time.

Section 7. Automobile Maintenance. All private vehicle usage will be subject to prior approval by the Chief of Police. The Township of Passaic agrees to provide excess insurance coverage for all employees utilizing their own vehicle on police business.

Section 8. Call Out Time. Any employee covered by this Agreement except captains and lieutenants, called out on an emergency basis to administer breatholizer, operate radar, operate vascar, maintain fire arms instruction course, investigate fatalities, for special investigation, photography, staff meetings or departmental meetings shall work and be paid a minimum period of two (2) hours call out time.

Section 9. Funeral Attendance Leave. When a death occurs in an employee's immediate family, he shall be permitted to take personal time off without loss of pay for all his regularly scheduled hours of work as follows:

(A) When the decedent is a parent, spouse, child, adopted child, mother-in-law or father-in-law, provided said mother-in-law or father-in-law reside with the employee, he shall be permitted to take personal time off without loss of pay for all his regularly scheduled hours of work occurring between the day of death and day after the funeral (both days inclusive) up to a maximum of four (4) days.

(B) When the decedent is a brother or sister, or whenever the decedent is a legal or blood relative of the employee who was living with the ~~patrolman~~ ^{Employee I.R. 3740} as an immediate member of his household at the time of death, he shall be permitted to take personal time off without loss of pay for all his regularly scheduled hours of work occurring between the day of death and day of the funeral (both days inclusive) up to a maximum of two (2) days.

(C) When the decedent is a mother-in-law, father-in-law, brother-in-law or sister-in-law of the employee, he shall be permitted to have personal time off without loss of pay for all his regularly scheduled hours of work on the day of the funeral.

Section 10. Uniform Allowance. A uniform allowance of One Hundred Seventy Five (\$175.00) Dollars per man shall be allowed for all uniform personnel. A uniform allowance of Two Hundred (\$200.00) Dollars per man shall be allowed for all plain clothes personnel. In addition, a request for payment to the employer for extraordinary repairs to uniform, shoes, arms and furnishings may be made on voucher. Extraordinary repairs are those repairs necessitated by abnormal or unusual damage sustained by the employee to his police uniform, shoes, arms and furnishings while performing police duties. The employer shall reimburse the employee for such

extraordinary repairs. The uniform allowance and/or reimbursement for extraordinary repairs referred to herein shall be paid upon submission of a voucher in accordance with established procedure. Unused uniform allowance can be accumulated for a maximum period of three (3) years.

Section 11. Overtime Compensation. All employees, except captains and lieutenants, subject to this Agreement shall be compensated for overtime at the rate of time and one half for police duties performed in excess of forty (40) hours in any consecutive seven (7) day period beginning with the first schedule workday. An employee shall have the option to receive, in lieu of cash, compensatory time off. (1 to 1 ratio). The compensatory time off may be accumulated up to three (3) days at any one time. The accumulated days off must be used by December 15, of the contract year. There shall be no pyramiding of overtime under this Agreement. All overtime required in addition to normal police duties will be incorporated in the normal work week, whenever possible.

Section 12. Work Period and Schedule. All employees covered by this contract shall work forty (40) hours per week on a schedule to be established by the Chief of Police. Police Department policy, and in the absence thereof, the Chief of the Department, shall set all work schedules and shifts.

Section 13. Hospitalization. The employer shall maintain all present hospital and medical insurance programs in effect, specifically, the New Jersey State Division of Pensions State Health Benefits Program.

Section 14. Occupational Insurance. The employer shall obtain standard insurance for false arrest, malicious prosecution and liability for acts and omissions within the scope of police employment in amounts and from insurance companies deemed appropriate by the Township Committee.

Section 15. Court Attendance. Employees not otherwise performing police duties who are required to attend court shall be entitled to receive, and employer shall pay, compensation in accordance with the following schedule.

(A) When such attendance or appearance occurs during the employees assigned duty hours, he shall suffer no loss in compensation.

(B) When such attendance or appearance occurs outside the employee's duty hours, he shall receive either compensatory time from his regular duty hours or additional compensation as provided in Section 11 hereof.

(C) Attendance or appearance at municipal court proceedings, Five (\$5.00) Dollars for time involved up to 10:00 p.m., and an additional Five (\$5.00) Dollars for any time involved after 10:00 p.m.

Section 16. Holidays and Personal Absence. All employees shall be entitled to eleven (11) holidays

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Election Day
Thanksgiving Day
Day Following Thanksgiving Day
Christmas Day

In addition to the above-listed holidays, each employee who has notified the Chief of Police in advance shall be entitled

to remain absent from normally scheduled police duties on two (2) days of his own selection, with pay.

Section 17. Reimbursements for Expenses. Each employee shall be reimbursed or afforded expense funds in accordance with the schedule hereinafter set forth for all expenditures not otherwise compensable by the employer, incurred by the employee for job-related functions. A function shall be job-related if it occurs during or results from the performance of police duties and is not otherwise compensated. The following schedule controls where applicable.

<u>ITEMS</u>	<u>COMPENSATION</u>
Use of personal automobile	12¢ per mile used plus parking and tolls
Breakfast	\$ 1.50
Lunch	\$ 2.50
Supper	\$ 4.00

Section 18. Sick Leave. Employees shall receive ten (10) days paid sick leave per year after one (1) year of service. Employees with less than one (1) year of service shall receive one (1) day of sick leave per month from the day of regular employment up to and including December 31 of the current year. Sick leave shall accumulate to a maximum of ninety (90) days.

Section 19. Reimbursement for Education Courses. The employer shall compensate each employee enrolled in a college program, the successful completion of which results in an associate degree. The amount of compensation shall be Fifteen Dollars (\$15.00) for each credit earned, upon receipt of a certificate that the employee has attained a grade of "C" or better. In addition, the employer shall reimburse each employee engaged in such college program for the cost of required books and tuition charges not paid or eligible under

other educational aid programs, upon receipt of a certificate that the employee has attained a grade of "C" or better.

Section 20. Grievance Procedure. (a) It is the intent of the parties to this Agreement that the grievance procedure provided for herein shall serve as a means for peaceable settlement of any and all disputes concerning the interpretation or application of any clause herein and interpretation or application of any rule or regulation, or any act or omission by a superior officer and any disciplinary reprimand, except those matters exclusively reserved to the employer shall not be subject to arbitration.

(b) Any aggrieved employee shall present his grievance within five (5) working days of its occurrence or such grievance shall be deemed to be waived by the Association and employee.

(c) In the event of such grievance, the steps hereinafter set forth shall be followed.

Step 1. The employee and the Association representative or the employee, individually but in the presence of the Association representative, shall take up the complaint with the Chief of Police. In the event the complaint is not satisfactorily settled within three (3) working days, the employee and the Association representative shall sign a written complaint and forward the grievance to the next step in the procedure.

Step 2. The Association representative will discuss the grievance with the Clerk/Administrator. In the event that the grievance is not satisfactorily adjusted within three (3) additional working days, the matter will proceed to the next step in the procedure.

Step 3. The Association representative and the Police Commissioner shall meet to discuss the grievance. Should the parties fail to adjust the grievance in Step 3, the matter shall be referred to the Township Committee for its consideration, and in the event that the grievance is not settled before the Township Committee, the matter shall proceed to arbitration.

(d) If a grievance is not satisfactorily settled and not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the employer's last answer. If the employer does not answer an appeal of a grievance within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 21. Arbitration. 1. If a grievance is not satisfactorily settled under Section 20, subparagraph (c), Step 3, it may be submitted to arbitration by either party, provided notice in writing of the intent to do so is given to the other party within five (5) working days of the decision under Section 20, subparagraph (c), Step 3.

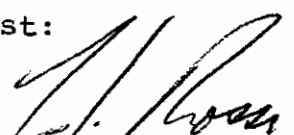
2. After giving notice of intent to arbitrate as provided in Subparagraph (1) above, the moving party must request the Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator, the arbitrator shall be limited to the issues presented and shall have no power to add to subtract from or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

Section 22. Modification of Agreement. In the event that additional benefits regarding vacations, sick leave, holidays, personal business days, hospitalization insurance and longevity are granted to other Township employees over and above those provided for in this Agreement during the term of said Agreement, the employee shall automatically receive such benefits.

Section 23. Term of Contract. This contract shall be for a term of three (3) years, commencing January 1, 1974 and all rights, duties and obligations created hereunder shall be retroactive to that date. The contract shall terminate on December 31, 1976 and the parties hereto shall commence negotiations for the 1977 contract on or about November 1, 1976.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and the corporate seal to be hereto affixed on the day and year first above written.

Attest:



F. J. ROSSI, Clerk/
Administrator

TOWNSHIP OF PASSAIC


PETER J. O'NEILL, MAYOR

PASSAIC TOWNSHIP SUPERIOR
OFFICERS ASSOCIATION

Attest:


Sergeant Gerald Diamond,
Secretary-Treasurer


LIEUTENANT RAYMOND COMPTON,
PRESIDENT

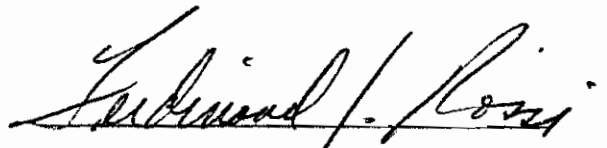

SERGEANT JOSEPH NOWAK, DELEGATE

STATE OF NEW JERSEY)

SS:

COUNTY OF MORRIS)

BE IT REMEMBERED that on the ²⁸ day of June, 1974, before me, the subscriber, A Notary Public of the State of New Jersey, personally appeared Raymond Compton, Jerald Diamond and Joseph Nowak who, I am satisfied, are the persons named in and who executed the within instrument on behalf of the PASSAIC TOWNSHIP SUPERIOR OFFICERS ASSOCIATION, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.



FERDINAND J. ROSSI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 5, 1975