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Boro Clerks
P. B. A Contract
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AGREEMENT BETWEEN
THE BOROUGH OF GARWOOD
AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

P. B. A., GARWOOD, LOCAL NO. 117

α JANUARY 1, 1981 THROUGH DECEMBER 31, 1982

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PREAMBLE

This Agreement entered into this ^{14th} day of *July*, 1981 between the Borough of Garwood, in the County of Union, hereinafter referred to as the "Borough" or "Employer" and the Policemen's Benevolent Association, Local No. 117, hereinafter referred to as the "PBA".

WITNESSETH

WHEREAS, the Borough and the PBA recognize and declare that providing quality police protection for the Borough is their mutual aim; and

WHEREAS, the Borough has an obligation, pursuant to Chapter 303, Public Laws of 1968, to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this AGREEMENT,

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Borough hereby recognizes the PBA as the sole and exclusive representative and bargaining agent for all employees of the Police Department, excluding the Chief of Police, for the purpose of collective negotiations with respect to salaries, hours of work, benefits, working conditions, procedures for adjustment of disputes and grievances and other related matters.

ARTICLE II

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 by the laws and Constitution of the State of New Jersey and of the United States and any modifications made thereto, and any ordinances and resolutions passed by the governing body.

B. The PBA recognizes that the Borough's rights to manage its affairs and direct its work force and, within the existing framework within the Statutes of the State of New Jersey, to maintain the Borough of Garwood in the County of Union in as efficient a manner as is consistent with good management practices and fair labor standards. The Borough has and is vested with all the customary and usual rights, powers, functions and authority of management. The PBA further recognizes that the management of the Borough, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Borough.

C. All rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the Borough. The Borough shall have all other rights and prerogatives including those exercised unilaterally in the past subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

D. The Borough retains the sole right to suspend, demote, discharge or take other disciplinary action for good and just cause according to law, provided that in the exercise of this right it will not act in violation of the terms of the Agreement.

E. The PBA agrees that the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies,

rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Consitution and law of New Jersey and of the United States and ordinances of the Borough of Garwood provided same are not inconsistent with the provisions of the Agreement.

F. The Borough agrees the management rights Article shall not be used as a guise to unfairly discriminate against any employee(s) or the PBA.

ARTICLE III

POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the Borough hereby agrees that every regular policeman shall have the right to organize and freely join and support the PBA and its affiliates for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the employment of any rights conferred by Chapter 303, Public Laws of 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any legal activities of the PBA and its affiliates, collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under the Agreement, or otherwise with respect to any term or condition of employment.

ARTICLE IV

GRIEVANCE PROCEDURE

The procedure for adjusting grievances shall provide the officer with full opportunity for presentation of his grievance and for the participation of the PBA representatives. Should a dispute arise between the Borough, the PBA, and any member officer as to the meaning, application or operation of any provision of this Agreement, such dispute or difference shall be presented by any one of the parties within no more than three (3) days from the time the same arose, and settled in the manner prescribed herein. The procedure hereby established, unless changed by mutual consent or waived in part or in its entirety, shall be as follows:

Step A. The appropriate PBA representative, the aggrieved party, and the Chief of the Department or his representative shall attempt to reach a settlement of the dispute. If they fail to reach an agreement within five (5) days, the aggrieved party shall furnish a written statement of the grievance to the Police Commissioner on a form provided by the Borough for automatic referral to Step B.

Step B. One or more members of the Grievance Committee designated by the PBA and the Police Commissioner shall attempt to settle the dispute within five (5) days or the dispute will automatically be referred to Step C.

Step C. One or more members of the Grievance Committee designated by the PBA and the Mayor and Council shall attempt to settle the dispute within fifteen (15) days or the dispute shall be submitted within seven (7) days thereafter to the New Jersey State Public Employment Relations Commission for binding arbitration. The grievance procedure shall not apply to questions concerning salary or longevity.

ARTICLE V

VACATIONS AND HOLIDAYS

Section 1 Vacations

Police Officers shall receive annual vacations as follows:

(a) Any police officer who has not completed one year of service (to be computed from the date of his appointment) shall receive five (5) working days vacation after completion of his probationary period.

(b) Officers who have been continuously employed for not less than one year up to five (5) years shall receive ten (10) working days vacation with pay.

(c) Officers who have been continuously employed for not less than five (5) years and up to ten (10) years shall be entitled to fifteen (15) working days vacation with pay.

(d) Officers who have been continuously employed for not less than ten (10) years up to fifteen (15) years shall be entitled to eighteen (18) working days vacation with pay.

(e) Officers who have been continuously employed for not less than fifteen (15) years up to twenty (20) years shall be entitled to twenty (20) working days vacation pay.

(f) Officers who have been continuously employed for not less than twenty years up to twenty-five (25) years shall be entitled to twenty-five (25) working days vacation with pay.

(g) Officers who have been continuously employed for not less than twenty-five (25) years shall receive thirty (30) working days vacation with pay.

(h) Vacations are to be taken from January 1st to December 31st at the Police Chief's discretion.

Section 2 Holidays

(a) All police officers shall receive fifteen (15) holidays which days are to be taken off at the employee's discretion with the approval of the Chief of the Department.

Section 3

In the event holidays or vacations are not taken by December 31st the employee shall be paid for the remaining days at the prevailing rate, up to a maximum of fifteen (15) days for the unused holidays or vacation days.

Section 4 Personal Days

Effective in 1981, each police officer shall receive one (1) personal day which day may be taken off at the employee's discretion with the approval of the Chief of the Department provided that at least 48 hours written notice is given to the Chief of the employee's intention to use his personal day. In 1982, each police officer shall receive two (2) personal days which days may be taken off at the employee's discretion with the approval of the Chief of the Department provided that at least 48 hours written notice is given to the Chief of the employee's intention to use his personal days. In the event that personal days are not used by the end of the calendar year, no payment of same shall be made and such days shall not be accumulated from year to year.

Section 5

Upon regular retirement, each officer shall be entitled to one calendar month terminal leave, provided said officer is eligible for regular retirement under the Police and Firemen's Retirement System (exclusive of disability retirement), and provided that said officer advised the Mayor and Council in writing on or before ninety days prior to the adoption of the coming budget of his intention to retire. In addition, each officer shall be credited with two additional days of terminal leave for each five days sick leave accumulated and

not used during the term of his employment commencing from January 1, 1974 and ending December 31, 1977 and as of January 1, 1978, each officer shall be credited with one half (50%) of all days of sick leave accumulated and not used during the term of his employment. The Chief of Police shall submit monthly and annual reports to the Mayor and Council which shall include information with respect to sick leave used and accumulated by each officer.

ARTICLE VI

LONGEVITY

The following shall be the longevity schedule:

<u>Years Completed</u>	<u>Amount</u>
4 Years	2% over base pay
8 Years	3% over base pay
12 Years	4% over base pay
15 Years	5% over base pay
20 Years	6% over base pay

ARTICLE VII

SICK LEAVE

A. Police officers shall be granted fifteen (15) days sick leave per year in addition to sick leave which is covered by the Borough's disability insurance policy for which police officers shall receive up to six months pay while absent due to sickness or accident which is not job connected.

Commencing January 1, 1981, any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year and may be used if and when needed to satisfy the 30-day waiting period for inception of insurance benefits under the aforesaid policy. When the officer begins to receive such benefits, no additional sick leave days will be utilized and full salary will be received during the six month period covered by the policy. Insurance payments made to the officer shall be turned over to the Borough when received.

For purposes of computing the amount of sick leave in the "bank" as of December 31, 1980, the number of days reflected in each officer's terminal leave account as of December 31, 1980 shall be multiplied by two (2). Commencing January 1, 1981, sick leave shall be utilized and accumulate from year to year in accordance with this Article VII. Terminal leave credits shall continue to accrue in accordance with Article V, Section 5, and it is understood that no changes in such terminal leave plan are being made hereby.

At the conclusion of the six month disability insurance coverage, an officer may again utilize sick leave days in the accumulated sick leave bank if needed.

B. When ill, a police officer shall check in with the officer on the desk, and after the second day out, the employee may be requested to submit a doctor's certificate to the Chief of Police to substantiate his absence.

C. Police officers injured on the job shall be duly compensated until they return to duty.

ARTICLE VIII

CLOTHING ALLOWANCE

A. All newly appointed officers shall receive a full uniform upon appointment. All other officers are to receive a clothing allowance of \$300.00 per year. Uniforms are to be purchased by voucher at the supplier of the officer's choice. All police officers are responsible for maintaining their clothing in serviceable condition to the satisfaction of the Chief of the Department. Any changes in uniforms are to be paid by the Borough. The detective shall receive up to \$300.00 by voucher to purchase civilian clothes.

B. In addition to the clothing allowance provided by paragraph A above, all uniformed and non-uniformed personnel shall receive a \$100.00 per year clothing maintenance allowance. Said maintenance allowance shall be paid annually to each employee upon final adoption of the budget.

ARTICLE IX

EMERGENCY TIME OFF

A. Death in the Family

In the event of a death of a policeman's wife, child, brother, sister, mother, father, mother-in-law, father-in-law or grandparents, the policeman will be granted a leave during the period from wake to burial not exceeding four (4) days. A policeman will be granted leave of one (1) day (day of burial) in the event of the death of the brother, sister, or grandparents of his spouse.

B. Emergency

In the event of an emergency illness or accident to a member of his family, a policeman shall be given one duty day or evening off with pay upon notice to the duty officer. For the purpose of this Article, a policeman's family shall include the wife, child, parent, brother and sister of the policeman.

ARTICLE X

INSURANCE

A. Health Benefits

The Borough of Garwood shall provide health benefits for the members of the bargaining unit to the extent provided for in Resolution 3108 adopted by the Mayor and Council on December 9, 1975, a copy of the within resolution is attached hereto and made a part hereof.

B. Other Insurance

The Borough shall provide liability insurance, workman's compensation insurance, and false arrest insurance for all police officers, and in the event criminal or civil charges are brought against a police officer as a result of performance of his duty, the Borough shall provide him with an attorney of his choice to defend such action. The attorney chosen shall be agreeable to the Mayor and Council.

ARTICLE XI

HOURS OF WORK, SALARIES AND OVERTIME

A. Hours of Work

There shall be three eight hour shifts, as follows: 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 midnight, 12:00 midnight to 8:00 a.m. Each shift will be of a two week (10 working days) duration. Deviations from this schedule shall be permitted, pursuant to mutual agreement between the police officer involved and the Chief of the Department.

B. Salaries

(1) Retroactive to January 1, 1981, all police personnel, except the Chief of the Department, shall receive a salary increase of eight (8%) percent over and above the salary provided in the 1979-1980 Agreement between the parties.

(2) Effective January 1, 1982, all police personnel, except the Chief of the Department, shall receive a salary increase of eight and one-half (8 1/2%) percent over and above the 1981 salaries.

C. Overtime

(1) Police officers shall receive pay at the rate of time and one-half for any time over eight hours or compensatory time off, at the police officer's option. This provision shall apply only in cases of emergency where the police officer is assigned by the Chief of Police or other officer in the Department to work said overtime hours. Specifically, this provision shall not apply to subparagraph (3) below where said overtime is assigned under the "open shift" provisions.

(2) A police officer shall receive a minimum of two hours overtime for his appearance in court, provided said appearance is by subpoena, or is authorized by one of the following: the Municipal Prosecutor, Judge of the Municipal Court, or Chief of Police.

(3) Regular police officers shall be given first priority to work all open shifts which are available resulting from sickness, vacation, holidays or the inability to fill the duty roster with regular police officers. The Chief of Police, or officer in charge, shall make the selection of the regular officer to be assigned to the open shift on a basis which will give equal opportunity for all regular personnel to participate. In making assignments to the open shift, a regular patrolman or officer shall be assigned on his off duty day in order to avoid shifts of longer than eight (8) hours duration. When a regular patrolman or officer on his day off is not available to perform duty, then any regular patrolman or officer shall be assigned to the open shift. Should no regular patrolman be available, a special officer shall be assigned. The assignment to the open shift by a regular police officer shall not be for a tour of duty in excess of four (4) hours. An assignment by the Chief of Police for a tour of duty in excess of four (4) hours shall be at the discretion of the Chief and shall be approved by him only in the event of an emergent or other similar situation.

In performing overtime pursuant to this paragraph, the police officer shall be compensated at straight time only.

(4) Nothing contained herein shall be interpreted so as to prohibit the assignment of special police officers to shifts when no eligible regular police officer is available.

In assigning special police officers to open shifts pursuant to paragraph (3) above, the Chief of Police, or other officer in charge of the Department shall make assignments to duty giving consideration to the hours of employment of said special in his private employment. It is the express purpose of the parties hereto to avoid what is tantamount to double shifts or excessive continuous hours of employment which would violate the spirit of the policy established in (3) above.

ARTICLE XII
MISCELLANEOUS

A. PBA Business Leave

The State Delegate of the PBA shall be granted leave from duty with pay for attendance at regularly scheduled meetings of the State PBA, County PBA, and Tri-County PBA when such meetings take place at a time when such officer is scheduled to be on duty. The State Delegate and two Alternate Delegates elected to represent their local at the annual convention shall be granted leave from duty with pay, not to exceed five (5) days.

B. Educational Benefits

The Borough shall reimburse tuition, books and travel expenses in the event a police officer attends a police related school in furtherance of his education if said school is authorized by the Mayor and Council.

C. Non-Police Functions

Officers of the police department shall be required to perform police functions in accordance with rules and procedures established by the Mayor and Council and the Chief of Police, and further, shall perform such other police functions as may be ordered by the Mayor and Council from time to time.

D. Mileage Allowance

Policemen shall be paid \$.20 per mile when they use their own vehicles for any police purpose.

E. Unused Benefits

Any monies which may be due and owing to a police officer at the time of his death because of accrued pay, accumulated leave, vacation or overtime will be paid to the personal representative of his estate.

F. Deadline for Negotiations

The deadline for opening new negotiations shall be not later than September 15, 1982.

G. Insurance Parity Clause

Any additional insurance benefits granted other municipal employees shall be similarly extended to the Police Department.

H. Priority Practices

All other rights, benefits, privileges, duties, responsibilities and requirements affecting police officers which are not specifically provided for or abridged by this Agreement including those which are provided for by resolution, ordinance or regulations, now or in the future, shall remain in full force and effect provided they are not in contravention of any laws of the State of New Jersey or inconsistent with the terms of the within Agreement.

ARTICLE XIII

AGENCY SHOP

Section 1

Purpose of Fee: If an employee covered by this Agreement does not become a member of the PBA during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the PBA as majority representative.

Section 2

Amount of Fee

a. Notification

Prior to the beginning of each membership year, the PBA will notify the Borough in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

b. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the PBA as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the PBA to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of

the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

Section 3

Deduction and Transmission of Fee

a. Notification

Once during each membership year covered in whole or in part by this Agreement, the PBA will submit to the Borough a list of those employees who have not become members of the PBA for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with paragraph "b" below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

b. Payroll Deduction Schedule

The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

- (1) 10 days after receipt of the aforesaid list by the Borough; or
- (2) 20 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Borough in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employment in a bargaining unit position, whichever is later.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Borough before the PBA has received the full amount of the representation fee to which it is entitled under this Article, the Borough will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

e. Changes

The PBA will notify the Borough in writing of any changes in the list provided for in paragraph "a" above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Borough received said notice.

f. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the PBA, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

Section 4

The PBA agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share", if any, subject to refund

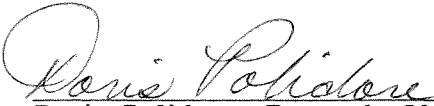
in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the PBA. Such proceedings shall provide for an appeal by either the PBA or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

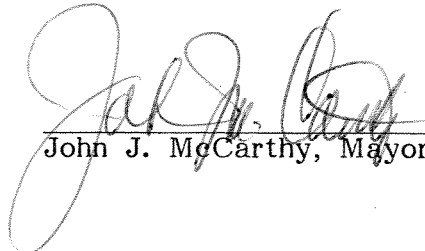
ARTICLE XIV

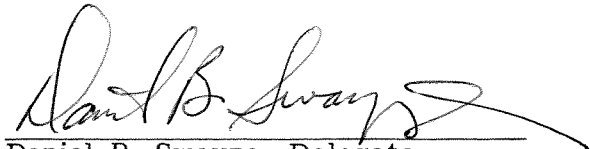
DURATION

The terms of this Agreement shall commence on January 1, 1981, and continue through December 31, 1982, or until a new contract is agreed upon. All other provisions of the contract for the years 1979 and 1980 not inconsistent herewith shall remain in full force and effect and all inconsistent provisions of said contract are hereby repealed.

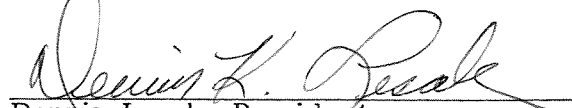
ATTEST:


Doris Polidore, Borough Clerk


John J. McCarthy, Mayor


Daniel B. Swayze, Delegate

PBA, LOCAL NO. 117


Dennis Lesak, President