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AGREEMENT

BETWEEN THE BOROUGH OF GARWOOD  
AND POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 117

X 11/79-12/31/80

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AGREEMENT  
BETWEEN THE BOROUGH OF GARWOOD  
AND POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 117

This Agreement entered into this            day of            , 1979  
between the Borough of Garwood, in the County of Union, hereinafter referred to as the "Borough" or "Employer" and the Police-  
men'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 Boroughs 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, power, 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 Constitution 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 Constitutions 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 this 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 (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 (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 (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, compensation 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 seven (7) years shall receive ten (10) working days vacation with pay.

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

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

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

(g) Officers who have been continuously employed for not less than thirty 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 fourteen (14) holidays in 1979 which days are to be taken off at the employee's discretion with the approval of the Chief of the Department.

(b) All police officers shall receive fifteen (15) holidays in 1980 and each year there after 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 1 st the employee shall be paid for the remaining days at the prevailing rate, up to a maximum of fourteen (14) days in 1979 and fifteen (15) days in 1980 for the unused holidays or vacation days

Section 4.

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 Foreman'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 "	3% " " "
12 "	4% " " "
15 "	5% " " "
20 "	6% " " "



## 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 insurance for which police officers shall receive up to six months pay while absent due to sickness or accident which is not job connected. The Borough may continue full pay after this period at its discretion as has been past practice.

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

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.

## ARTICLE IX

### EMERGENCY TIME OFF

A. Death in the family

In the event of 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, 1979, all police personnel, except the Chief of the Department, shall receive a salary increase of seven (7%) percent over and above the salary provided in the

1978 Agreement between the parties.

(2) Effective January 1, 1980, all police personnel, except the Chief of the Department, shall receive a salary increase of seven (7%) percent over and above 1979 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 are by subpoena, or are 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 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 situtation.

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 four (4) 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 <sup>due</sup> 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 ninety days prior to adoption of the new budget.

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

DURATION

The terms of this Agreement shall commence on January 1, 1979, and continue through December 31, 1980, 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. MC CARTHY, MAYOR

PBA LOCAL 117

*Robert B. Froat*  
ROBERT B. FROAT, PRESIDENT

ATTEST:

*Louis M. Kleeman*  
LOUIS M. KLEEMAN, DELEGATE