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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

AGREEMENT, dated the 1st day of January, 1976, by and between the City of Northfield of the State of New Jersey, hereinafter referred to as the "City" and the New Jersey State Policemen's Benevolent Association, Inc., Local No. 77 hereinafter referred to as "PBA #77," or "Employees".

ARTICLE I - PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J. Rev. Stat. 34:12A-5.1 et seq.) of the State of New Jersey to promote and insure harmonious relations, cooperation and understanding between the City and Employees; to provide for the resolution of legitimate grievances, to prescribe the rights and duties of the City and Employees, all in order that the public service shall be expedited and effectuated in the best interests of the people of Northfield.

INTERPRETATION

This Agreement shall be consistent with rules and regulations and all applicable ordinances, personnel practices and policies of the City.

1976

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ARTICLE II - EMPLOYEE REPRESENTATIVE

MAJORITY REPRESENTATIVE

The City recognizes the "Majority Representative" of "PBA #77" as the exclusive negotiating agent for all regularly appointed, full time police personnel within the Police Department, hereinafter referred to as "Employees." The City and employees agree the Majority Representative of PBA #77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters. The Majority Representative shall be appointed according to the procedure set forth in N.J.Rev. Stat. 34:13A-5.1 et sq. and shall have all the rights and privileges pursuant thereto, excluding the Chief and Deputy Chief.

B. STEWARDS

The PBA #77 must notify the City of the names of the Steward. No more than one

(1) Steward and alternate is to be designated.

ARTICLE III - GRIEVANCE PROCEDURE

Definition - A grievance is any dispute between the parties concerning the Application or interpretation of the Agreement or any complaint by an Employee as to any action or non-action which violates any right arising out of his or their employment. The City shall not discipline any employee without just cause.

Step 1. - All grievances by an employee and responses thereto by the City, shall be in writing within ten (10) days of its occurrence or the knowledge of its occurrence. "PBA #77" shall appoint an Association Grievance Committee hereinafter referred to as the "Committee" and the Committee shall receive, screen and process all grievances within five (5) days of written receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with PBA #77.

Step 2. - The Committee shall, within five (5) days after screening and acceptance submit Grievances to the Chief of Police for resolution. The Chief of Police must render a decision within five (5) working days of receipt in writing.

Step 3. - In the event the parties are unable to resolve the grievance in the second step, either party may within five (5) working days refer the Grievance to the Mayor for resolution. The Mayor must render a decision within five (5) working days of receipt in writing.

Step 4. - In the event the Grievance is not resolved at the third step, either party may refer the grievance, within five (5) working days to the City Council and labor negotiator for resolution. The City Council must render a decision within fifteen (15) working days of receipt in writing.

Step 5. - In the event the grievance is not resolved at the fourth step, either party may refer the matter for impartial binding arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission within ten (10) working days of receipt of decision in Step 4, that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Committee. If the City and Committee can not mutually agree to a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The Arbitrator shall hear the matter on the evidence and within the meaning of this Agreement he shall render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and PBA #77.

Any steward or officers of PBA #77 required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose,

and any witnesses reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Extensions and Modifications - Time extensions may be mutually agreed to by the City and the Committee.

ARTICLE IV - NON-DISCRIMINATION

The City and Employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, with respect to employment, or opportunities for improvement of jobs, or a condition of employment. The City further agrees that it will not interfere with nor discriminate against an Employee because of membership in, or legitimate activity on behalf of the "PBA #77", nor will the City encourage membership in any other association or union to do anything to interfere with the representation by the "Majority Representative" of the "PBA #77" as the exclusive bargaining agent of Employees.

ARTICLE V - BULLETIN BOARD

The City shall permit the use of a non public bulletin board in the Police Department headquarters for the posting of PBA notices of non inflammatory content.

ARTICLE VI - MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service to be offered by its employees, determine the standards of selection for employment, direct its Employees, take disciplinary action, maintain the efficiency of its operations, determine the methods, means and personnel by which its operations are to be conducted, determine the content of job classifications, schedule the hours, take all necessary actions to carry out its mission in emergencies, exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions of the above matters are subject to the "Grievance Procedure" as set forth in Article III. Nothing in this Article shall alter or relieve the City of any of its obligations undertaken by the Agreement.

The parties agree that the Chief of Police and other officers shall exercise their supervisory duties faithfully irrespective of the fact that they are or are not covered by this Agreement and they shall be objective in their dealings with all personnel subordinate to them, respective of their affiliation in the "PBA #77".

All superiors shall evaluate their subordinates at least twice a year and such evaluations shall be used as a basis for assignments, promotions and advanced training.

Policemen who receive poor evaluations and who do not correct their poor performance by the next evaluation shall be subject to discipline including discharge.

ARTICLE VII - STRIKES

The PBA #77 and Employees assure and pledge to the City that their goals and purposes are such as to condone no strikes by Employees nor work stoppages, sick outs, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and Laws of the State of New Jersey. The PBA and Employees will not initiate such activities nor advocate or encourage other employees to initiate the same, and the PBA and Employees will not support any member of this organization acting contrary to this provision.

Any Policemen engaging in such activity are subject to discipline including discharge.

ARTICLE VIII - POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the City agrees that every Policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations 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 City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Policeman in the enjoyments of any rights conferred by Chapter 303, 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 other terms or condition of employment by reason of his Membership in the PBA or its affiliates, or his participation in any of these activities, collective negotiations with the City, or his institution of any grievance complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Elected Representatives of the PBA shall be permitted time off from their regular schedule to attend negotiating sessions, grievance sessions and meetings of the PBA management committee provided the efficiency of the Police Department is not seriously affected.

POLICEMAN'S RESPONSIBILITIES

It shall be the duty and obligation of Policemen to conduct themselves in a manner that is consistent with the policies, ordinances, job descriptions, rules and regulations governing the positions within the Police Department.

Failure to act in such a manner will be subject to discipline including discharge.

HOLIDAYS

Holidays will be accumulated at the rate of 1 day per month, 12 per year, and shall be taken during the month accumulated or may be carried over to the following month and 2 days may be taken at a time along with regular days off.

ARTICLE IX - VACATIONS

Vacations shall be as per Arbitrator Award as follows:

Over 1 thru 5 Years	-----	12 days
Over 5 thru 10 Years	-----	15 "
Over 10 thru 15 Years	-----	18 "
Over 15 thru 20 Years	-----	21 "

ARTICLE X - LEAVES

A. SICK LEAVE

Sick leave will be accumulated at the rate of $1\frac{1}{4}$ days per month, (15 days per year) with no limit to days accumulated; after the first year; 12 days for first year.

Sick leave is to be used for illness or non work related injury. If the employee is out over 5 days a note from the attending physician is necessary.

Upon full retirement from the force, 50 days of accumulated sick leave will be paid in monies to the retiring officer at the rate at which he retires.

B. FUNERAL LEAVES

1. Special leaves of absence with pay up to a maximum of three (3) days shall be granted to any employee in case of death within the immediate family, for each individual death. This shall not constitute leave and shall not be deducted from annual sick leave. If extra days are needed, an additional two (2) days Funeral Leave may be granted by the Chief of Police.

2. The term "immediate family" shall include only father, mother, step-father, step-mother, grandparents, father-in-law, mother-in-law, sister, brother, spouse, child and foster child, of an employee and relatives residing in his household.

3. The funeral leave period shall commence immediately following the death of such persons and is for the sole purpose of arranging and attending funeral services.

C. INJURY LEAVE

1. Injury leave shall be granted with full pay to employees disabled through injury or illness as a result of, or directly arising from their respective employment. Consistent with the injury leave policy and shall not be deducted from sick leave.

2. Any amount of salary or wages paid or payable to employees because of leave pursuant to Section X, C (1) page 10, shall be reduced by the amount of Workmen's Compensation awarded under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the same injury or illness requiring such leave.

D. LEAVE FOR PBA MEETINGS

When it is necessary, the executive delegate and President (or appointed Alternate) of PBA #77 shall be granted leave from duty with full pay for all State Meetings of the PBA when such meetings take place at the time when such Officers are scheduled to be on duty, providing the affected Officer gives seventy-two (72) hours notice to the Police Chief to secure another officer to work in his place and such officer is available.

ARTICLE XI - SALARY, LONGEVITY, OVERTIME

A. BASE SALARY

Captain -----	\$13,375.00 Per Annum
Lieutenant-----	12,840.00 " "
Sergeant-----	12,305.00 " "
Patrolman completed 3rd year-----	11,770.00 " "
Patrolman completed 2nd year-----	11,235.00 " "
Patrolman completed 1st year-----	10,700.00 " "
Patrolman starting salary-----	9,000.00 " "

All increases payable in the nearest pay period.

EDUCATIONAL INCENTIVE

All police related courses that are completed satisfactorily and approved by the Commissioner shall be on the following basis:

\$5.00 per credit per year for the first 15 credits.

\$150.00 for 30 Credits and over to 64 Credits per year.

\$640.00 per year for an Associate of Science Degree in Law Enforcement.

\$1,000.00 per year for a Baccalaureate of Science Degree in Law Enforcement.

A cut off date for college credits will be September 1st of that year, for pay purposes.

The Employee shall receive his college education incentive pay on the last pay-day in November.

If any employee does not further his education by working towards a Degree within 2 years of his past college course, will forfeit his incentive pay.

B. OVERTIME

1. Overtime shall consist of all hours worked in excess of eight hours per day (40) hours per week average.

2. All employees covered by this Agreement shall in addition to their base salary be paid one and one-half ($1\frac{1}{2}$) times their straight time hourly rate of pay computed on the basis of a forty (40) hour week average or eight hours in any day for all overtime hours worked. All overtime payment shall be paid no later than on the payday for that pay period which immediately follows the pay period in which the overtime occurred.

C. LONGEVITY

The amount paid under the Longevity program shall be as follows:

2	-	5 years	\$75.00
Starting 6	-	9 years	2.5%
Starting 10	-	13 years	3.5%
Starting 14	-	17 years	4%
Starting 18	-	21 years	5%
Starting 21 years and up			6%

All longevity shall be payable in the last pay period in November. It will be paid on a Pro Rata basis based on Anniversary date.

ARTICLE XII - ACTING OFFICER

Any employee who shall have been appointed to act for a senior officer in the absence of such senior officer and who shall have performed the duties thereof, for a continuous period of sixty (60) calendar days shall, thereafter, be entitled to compensation appropriate to such office for the time so held. This section is effective January 1, 1976 except to fill a vacancy for vacation.

ARTICLE XIII - HOSPITALIZATION INSURANCE

The City agrees to provide New Jersey Blue Cross and Blue Shield Hospitalization Insurance with Rider "J" for all employees covered by this Agreement, at the City's expense.

The City agrees to provide Major Medical Insurance for all employees covered by this Agreement, at the City's expense.

The City further agrees that the continuance of coverage after Retirement of an employee shall be at the expense of the City in accordance with the State Statutes at age 65 years and over.

ARTICLE XIV - CLOTHING ALLOWANCE

In addition to any other benefit under this Agreement, every employee shall be entitled to an Allowance for the cleaning and maintenance of his clothing and uniforms in the sum of \$125.00 yearly to be paid on the 1st payday in December. No receipts to be furnished. It is further agreed that clothing for all uniformed personnel will be replaced as necessary. Non uniformed personnel will receive \$150.00 per year for clothes to be used for work. Replacement as per uniformed agreement.

ARTICLE XV - PAST PRACTICE CLAUSE

PAST PRACTICE CLAUSE (Continued)

The Employer will not, without sufficient notice, change any rules, regulations or privileges which affect the employees beneficially and which has been enjoyed in the past; it being understood, however, that this section is not intended to deal with temporary conditions or privileges which individual employees may have enjoyed on a temporary basis.

ARTICLE XVI - SAVINGS CLAUSE

In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable State or Civil Service (where applicable) law or regulation, such determination shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

ARTICLE XVII - OFF DUTY

All persons off duty within the City of Northfield will be considered as being on duty, entitled to all injury and sick benefits, when enforcing all or any of the Laws of this State and City.

ARTICLE XVIII - PART TIME JOBS

Any member of the Department shall be entitled to take and hold a second job outside of the department as long as it does not interfere with police duties.

ARTICLE XIX - DURATION OF AGREEMENT

This Contract shall be in full force and effect from the date of execution, January 1, 1976 until midnight December 31, 1976.

The parties agree that negotiations for a successor agreement and modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than September 1, 1976. It is understood that "PBA #77" is seeking a successor Agreement commencing from January 1, 1977. This Agreement shall remain in full force and effect until a successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on the

28th day of May, 1976.

CITY OF NORTHFIELD

BY: Nicholas Kusner
Mayor

ATTEST:

William R. Casto
City Clerk

Signed, Sealed and Delivered in

the Presence of:

Notary Public

New Jersey State Policemen's
Benevolent Association, Local No. 77

By: R. W. Palko
Majority Representative.

Ronald M. Latta #1
William J. Intyre #11