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11/1/76 - 12/31/78

Bergen County

AGREEMENT

BETWEEN

THE BOROUGH OF NORTH ARLINGTON,

NEW JERSEY

AND

THE NORTH ARLINGTON SUPERIOR OFFICERS ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

JUN 15 1977

RUTGERS UNIVERSITY

PREAMBLE

This Agreement, effective as of the First day of January, 1976, by and between the Borough of North Arlington, New Jersey, herein referred to as the "Borough", and the North Arlington Superior Officers Association, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the Borough of North Arlington and such of its employees who are within the provisions of this agreement, in order that a more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

Section 1

The Borough hereby recognizes the Association as the sole and exclusive representative for the collective negotiations concerning salaries, hours and other terms and conditions of employment for all of the Superior Officers of the North Arlington Police Department.

Section 2

Unless otherwise indicated, the term "Superior";employee" or "employees" when used in this agreement refers to all persons represented by the Association in the above defined negotiating unit.

ARTICLE II

POLICEMEN'S RIGHTS

Elected representatives of the North Arlington Superior Officers Association shall be permitted time off to attend negotiating sessions, grievance sessions and meetings of the North Arlington Superior Officers Association provided the efficiency of the Department is not affected thereby.

A Superior Officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times.

The Borough agrees to notify the individual Superior Officer if any derogatory material to said officer is placed in his personnel file.

ARTICLE III

SALARIES

Section 1

Commencing January 1, 1976, the salaries shall be as follows:

Chief of Police.....	\$19,845.00
Deputy Chief.....	\$18,270.00
Captains.....	\$16,380.00
Lieutenants.....	\$16,010.00
Sergeants.....	\$14,910.00

Section 2

Commencing January 1, 1977, the salaries shall be as follows:

Chief of Police.....	\$21,234.00
Deputy Chief.....	\$19,549.00
Captains.....	\$18,231.00
Lieutenants.....	\$17,131.00
Sergeants.....	\$15,954.00

Section 3

Commencing January 1, 1978, the salaries shall be as follows:

Chief of Police.....	\$22,720.00
Deputy Chief.....	\$20,917.00
Captains.....	\$19,507.00
Lieutenants.....	\$18,330.00
Sergeants.....	\$17,071.00

ARTICLE IV

SENIORITY

Seniority is defined to mean the accumulated length of service in rank from the first day of initial promotion. The employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

ARTICLE V

EDUCATION BENEFITS

Section 1

While the Police Education Program is in full force and effect as pursuant to the Policemen's Benevolent Association's contract, then in that event, the North Arlington Superior Officers Association shall select its own Education Committee which will meet with the Borough, as needed, to study, evaluate, assist in policy and decision making and the finalization of educational benefits due its membership. In the event the program is discontinued or changed, provisions of the Policemen's Benevolent Association's contract shall prevail as though fully set forth herein.

ARTICLE VI

VACATIONS

Section 1

Earned Vacations: Officers shall be entitled to vacations based upon length of time employed as hereinafter provided.

Number of Days: Officers who have completed from one to ten years of service shall be granted seventeen working days vacation. Officers who have completed from eleven to fifteen years of service shall be granted eighteen days vacation. Officers who have completed sixteen to twenty years of service shall be given twenty working days vacation. Officers who have completed twenty-one to twenty-five years of service shall be given twenty-five days vacation. Officers who have completed more than twenty-five years of service shall be given thirty working days vacation.

Section 2

Any officer who is entitled to more than two weeks of vacation shall be allowed to take his vacation in consecutive weeks and/or days provided it does not unreasonably interfere with Departmental operations and provided further that the Police Chief grants approval which approval shall not be unreasonably withheld.

Section 3

Employees shall be entitled to take their vacations between June 15 and September 15 of each year provided it does not unreasonably interfere with the operations of the Department. There shall be no carry over of vacation days to the following year.

ARTICLE VII

HOLIDAYS

Section 1

Each Superior Officer of the North Arlington Police Department shall be granted pay for twelve holidays each year as follows: Christmas, New Year's, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Columbus Day, Veteran's Day.

Pay for holidays shall be made twice yearly, once in June, and once in December.

Section 2

In addition to the twelve holidays, employees shall be compensated for all additional holidays declared so by the President or Congress of the United States, the Governor of the State of New Jersey for municipal employees, and also all additional holidays declared by the Mayor and Council of the Borough of North Arlington.

ARTICLE VIII

LEAVE

Section 1

Leave Because of Death. In the case of death of a member of an officer's family, time off necessary to arrange for the funeral and attend the services up to three (3) days with pay at the established annual salary rate shall be granted to him if he actually attends the funeral services during the time he would be required to be on his normal tour of duty.

Immediate family includes mother, father, sisters and brothers of the officer, wife, children, mother-in-law and father-in-law, or persons so designated as legal guardians. An officer may request additional days off in connection with a death in the family including brothers and sisters-in-law. Such request shall be made to the Police Chief.

Section 2

Leave without pay. The Mayor and Council on request of an officer and after reasonable notice, may grant up to six months leave of absence without pay to said officer. Said leave may only be granted by them when they receive written request from the officer. The Mayor and Council may extend such leave up to an additional six months. If, however, the said officer overstays such leave, his employment with the Borough shall be deemed to have terminated.

Section 3

Terminal Leave. An officer having completed time as required by law upon retirement shall be entitled to ninety days at his cur-

rent rate of pay. When an officer has not taken advantage of his accumulated sick days, terminal leave shall be granted up to and not to exceed one hundred eighty days.

ARTICLE IX

CLOTHING

Section 1

Each officer shall receive an annual clothing maintenance allowance of \$250.00 for the year of 1976, \$325.00 for 1977 and \$400.00 for 1978, for the purpose of maintaining and replacing worn out articles of his designated uniform by cash or check on June 1st of each year.

Section 2

If any part of an officer's uniform and/or personal effects is destroyed in the line of duty, it shall be the responsibility of the Borough to replace same upon the approval of the Police Chairman and such approval shall not be unreasonably withheld. The maximum replacement value shall be limited to \$50.00 with the exception of prescription eyeglasses or dentures.

Section 3

The shift commander may prescribe uniform changes during unseasonable weather on his own initiative.

ARTICLE X

COURT APPEARANCES

Section 1

If an off duty officer is required to report to court concerning the performance of his duties, he shall be paid a minimum of two hours at the Superior's rate applicable to his pay scale.

ARTICLE XI

OVERTIME

Section 1

For time worked on off duty hours on days off, except when called in for a full tour, all officers shall receive a minimum of two hours at time and one-half. In the event he works more than two hours, such time shall be paid at time and one-half. The Chief and Deputy Chief shall not be paid overtime.

ARTICLE XII

LONGEVITY

Section 1

The longevity schedule is as follows:

Three years of service.....	1%	of base salary
Six years of service.....	2%	of base salary
Nine years of service.....	3%	of base salary
Twelve years of service.....	4%	of base salary
Fifteen years of service.....	5%	of base salary
Eighteen years of service.....	6%	of base salary
Twenty-one years of service.....	7%	of base salary
Twenty-four years of service.....	8%	of base salary
Twenty-seven years of service.....	9%	of base salary
Thirty or more years of service...	10%	of base salary

ARTICLE XIII

GRIEVANCES

Section 1

A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment and includes, but not limited to, any dispute over the interpretation, application, or construction of this agreement. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed:

Section 2

Complaints may be initiated by an individual employee to the Police Chief or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized N.A.S.O.A. representative.

Section 3

When the N.A.S.O.A. wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the N.A.S.O.A. or his duly elected, authorized and designated representative shall present in writing such grievance or grievances to the Police Chief or his duly designated representative. The Police Chief shall answer the grievance or grievances in writing within five(5) days.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the N.A.S.O.A. within the time set forth in Step 1, the N.A.S.O.A. shall present the grievance within ten(10) days in writing to the Police Committee. This presentation shall set forth the position of the N.A.S.O.A. and at the request of either party discussions may ensue. The Police Committee shall answer the grievance in writing within ten(10) days after receipt of the grievance setting forth the position of the employer.

Step 3. If the grievance is not resolved at Step 2, or no answer has been received by the N.A.S.O.A. within the time set forth in Step 2, the grievance shall be presented in writing to the Mayor and Borough Council. The final decision of the Mayor and Borough Council shall be given to the N.A.S.O.A. in writing within fourteen (14) days after receipt of the grievance by the Mayor and Council.

Step 4. If the grievance has not been settled by the parties at Step 3, or if no answer in writing by the Mayor and Council has been received by the N.A.S.O.A. within the time provided in Step 3, the N.A.S.O.A. may demand arbitration of the grievance.

Step 5. Any grievance with the Chief of Police shall be subject to the grievance and arbitration procedures outlined in this agreement and those cases where the grievance is no covered by the terms of this agreement, the grievance will be determined on the basis of traditional principles of fairness and equity.

ARTICLE XIV

ARBITRATION

Step 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the grievance procedures as herein provided, may be referred to an arbitrator as hereinafter provided.

Step 2. Either party may institute arbitration proceedings when the grievance procedure has been exhausted by written demand upon the other part specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Board of Mediation or the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in the Rules and Regulations and Statement of Procedures of the New Jersey Public Employment Relations Commission.

Step 3. The decision of the arbitrator shall be in writing and shall include the reason for each finding and conclusion.

Step 4. The decision of the arbitrator shall be final and binding on the N.A.S.O.A. and the employer.

Arbitration Cont'd

Step 5. Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.

ARTICLE XV

INSURANCE

Section 1

Life Insurance. All members of the N.A.S.O.A. shall be covered with a life insurance policy at a minimum of \$10,000.00. All said employees who may hereafter retire shall likewise be covered with a life insurance policy of no less than \$5,000.00. The Borough shall pay the full premium for said life insurance.

Section 2

Blue Cross-Blue Shield. The Borough agrees to provide and pay for the premium for Blue Cross and Blue Shield coverage, including Rider J, also to provide and pay for Major Medical coverage with the New Jersey Health Plan for members and their eligible dependents. The coverage provided for under this section shall also apply to all employees covered by this agreement who may hereafter retire, but said coverage shall be limited to the first five years of retirement. This provision shall only apply to those employees who hereafter retire and not to former employees who have already retired. Furthermore, health insurance premiums shall be paid for by the Borough when an employee goes out on disability.

Section 3

False Arrest Insurance, Etc. In the event of a civil action against an employee for conduct arising in, or out of the course of his employment, the Borough shall pay any adverse judgment, save harmless and protect the employee from any financial loss resulting therefrom. Each employee shall be covered by a minimum policy of \$200,000.00 in insurance holding him harmless for all actions arising in or out of the course of his employment including actions for false arrest, excessive force and the like.

Section 4

Dental Insurance. The parties agree that an affordable and reasonable dental insurance plan shared equally by the parties shall become effective January 1, 1977.

ARTICLE XVI

PENSIONS

Section 1

The employer shall provide pension and retirement benefits to

employees covered by this agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XVII

RETENTION OF BENEFITS

Section 1

The Borough agrees that all benefits, terms and conditions of employment relating to the status of the members of the N.A.S.O.A. not covered by this agreement shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations, leading to the execution of this agreement.

ARTICLE XVIII

CONVENTION

Section 1

The employer agrees to grant the necessary time off without loss of pay to the members of the N.A.S.O.A. selected by the membership of the N.S.A.O.A. as delegates to attend any State or National Convention of the New Jersey State Superior Officers Association.

ARTICLE XIX

ACTIONS AGAINST POLICEMEN

Section 1

Whenever any action is brought against an employee or group of employees covered by this agreement for any act or omission directly or indirectly arising out of and in the course of his employment, the Borough shall defray all costs of defending such action, provided the employee or group of employees notify the Chief of Police immediately who shall notify the Mayor and Council, in writing. The Mayor and Council may select the attorney with the approval of the N.A.S.O.A., or the employee may request a specific attorney, in writing, permission for which shall not be unreasonably withheld by the Mayor and Council. In the event of an immediate emergency, the Chief of Police may select the attorney or may honor the request for a specific attorney from an employee. In the case of a civil action, the Borough shall pay any adverse judgment, save harmless and protect such employee from any financial loss resulting therefrom.

ARTICLE XX

SAVINGS CLAUSE

Section 1

In the event that any provision of this agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction, or through governmental regulations or decree, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXI

MUTUAL AID

Section 1

Employees while rendering aid to another community are fully covered by Workmen's Compensation and Liability Insurance and pensions as provided by the Laws of New Jersey.

Section 2

The Borough shall not require employees covered by this agreement to be sent to other communities whose policeman are engaged in a job action.

ARTICLE XXII

FOUL WEATHER GEAR

Section 1

The Borough shall provide all employees covered by this agreement with foul weather gear.

ARTICLE XXIII

WORK WEEK

Section 1

All Superior Officers shall work a shift consisting of a four (4) and two (2) work week. That is, they shall work four (4) consecutive days and then they shall be off from duty for two (2) consecutive days, they shall work the next four(4) days and be off from duty for the next two (2) days, unless otherwise directed by the Chief of Police, or his assigned designee.

ARTICLE XXIV

MISCELLANEOUS

Section 1

Employees who may be designated by the N.A.S.O.A. to participate in collective bargaining meetings called for the purpose of negotiation of a collective bargaining agreement will be excused from their work assignments.

Section 2

Any Superior Officer who works special events for or at the direction of the Borough of North Arlington, or Board of Education shall be hired and paid by the Borough. Special events include, but are not limited to , events such as football and basketball games, dances and the like. The rate per event shall be \$25.00.

Section 3

In the event the employee dies before taking his earned vacation in any calendar year, his entire estate or his widow, to the extent permitted by law, shall receive any vacation pay due and all other accrued benefits such as compensatory time, leave, clothing allowance, etc. If the full amount is not due, the amount to be paid should be pro rated.

Section 4

Superior Officers should receive no less benefits than are granted to any other employee of the Borough of North Arlington.

ARTICLE XXV

PERSONAL DAYS

Section 1

Each employee shall receive two (2) personal days off per year with the approval of the Chief of Police which approval shall not be unreasonably withheld, provided that payment shall not be made in lieu of said time off and provided further that there shall be no carry over of days to the following year.

ARTICLE XXVI

AGREEMENT

In the event the Borough contemplates a structural change in the ratio and number in rank of Superior Officers prior notice shall be given the N.A.S.O.A. The parties to this agreement shall then arrange to discuss such change. However, the decision of the Borough shall be final.

DURATION

This agreement shall be effective as of January 1, 1976, and continue in full force until December 31, 1978. It is further agreed that a reasonable date to initiate preliminary talks for a negotiated contract for 1979, should begin on or about the fifteenth day of September, 1978.

ATTEST

BOROUGH OF NORTH ARLINGTON

W. D. Hagan
CLERK
12/10/76

Ernest J. Ferme
MAYOR
NORTH ARLINGTON SUPERIOR OFFICERS
ASSOCIATION

George E. Morgan
SECRETARY
12/13/76 11

John A. Pasell
PRESIDENT