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THIS BOOK DOES
NOT CIRCULATE

CONTRACT BETWEEN

BOROUGH OF LINCOLN PARK,
MORRIS COUNTY, NEW JERSEY

AND

POLICE BENEVOLENT ASSOCIATION

January 1, 1975 through December 31, 1975

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THIS AGREEMENT, effective as of the 1st day of January, 1975, by and between the BOROUGH OF LINCOLN PARK, NEW JERSEY, hereinafter referred to as the "Borough", and POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 192, hereinafter referred to as the "P.B.A.", is designed to maintain and promote a harmonious relationship between the Borough of Lincoln Park and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

The Borough hereby recognizes the P.B.A. as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all members of the Lincoln Park Police Department, (hereinafter referred to as Members), excluding Chief, Deputy Chief, Captains and Dispatcher.

ARTICLE II

DISCRIMINATION AND COERCION

The Borough will continue its policy that there shall be no discrimination, intimidation or coercion by the

Borough or any of its agents against the employees represented by the P.B.A. because of membership or activity in the P.B.A. The P.B.A. shall not intimidate or coerce employees into membership. Neither the Borough or the P.B.A. shall discriminate against any employee because of race, creed, color, national origin or political affiliation.

ARTICLE III

MANAGEMENT RESPONSIBILITIES

All aspects of the management of the business of the Police Department in the management and directions of the department personnel are the exclusive responsibilities of the Borough, except as expressly modified by the terms of this Agreement.

ARTICLE IV

GRIEVANCE PROCEDURES

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss

this matter informally with any superior officer and having the grievance adjusted without formal proceedings.

B. DEFINITIONS

Grievance: The term Grievance is any alleged violation of this agreement or any dispute with respect to its meaning or application.

Days: Days equal working days exclusive of weekends and holidays.

C. GRIEVANCE PROBLEMS

1. An employee having a grievance shall, within ten (10) days after the occurrence of the grievance, submit such grievance in writing to the Chief of Police stating in detail the nature of the grievance and the remedy requested. Any grievance not filed within ten (10) days of its occurrence shall be considered void.

2. If the grievance is not resolved by Step 1, within five (5) days after the same has been forwarded, in writing, to the Chief of Police, it shall be submitted to the Police Director who shall respond, in writing, thereto within a period not to exceed five (5) days. The aggrieved member may be represented by an officer or other member of the Association at Step 2, or any subsequent proceeding.