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NOT CIRCULATE

CONTRACT BETWEEN
BOROUGH OF LINCOLN PARK,
MORRIS COUNTY, NEW JERSEY

AND

POLICE BENEVOLENT ASSOCIATION
LOCAL #192

JANUARY 1, 1977 THROUGH DECEMBER 31, 1977

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THIS AGREEMENT, effective as of the 1st day of January, 1977, 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, sex, national origin, political affiliation or marital status.

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 IVGRIEVANCE PROCEDURESA. 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 (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.

3. If the grievance is not resolved in Step 2, within five (5) days or if the Director has failed to respond, the grievance shall be submitted, in writing, to the Borough Administrator, who shall respond thereto, in writing, within a period of five (5) days.

4. Should the aggrieved person be dissatisfied with the decision of the Borough Administrator, or should the Borough Administrator fail to respond within the time period prescribed in Step 3, then such aggrieved person may file, where appropriate, for a Civil Service review in accordance with the rules of the Department of Civil Service.

5. Where a charge is made against a Patrolman, Sergeant, Lieutenant, Captain or Chief, or any other member of the Association, the provisions of N.J.S.40A:14-147, shall regulate the procedure governing such charge.

6. The Borough shall not discipline, suspend, or discharge members without just cause.

In carrying out any disciplinary action, the Borough shall not violate any statutes or administrative rules of the State of New Jersey in effect at the time. A member who is disciplined or discharged shall be entitled to a statement in writing outlining the reasons for such action.

ARTICLE V

TOUR OF DUTIES AND OVERTIME

A. The regular tour of duty for Police Officers shall be eight hours per day. The work schedule shall be as established by the Chief of Police.

B. Police Officers shall be compensated for Court duty on the basis of a minimum of two (2) hours compensation time off per Municipal Court appearance when not on regular duty.

C. Members of the Detective Bureau shall not be entitled to be paid for overtime work. In lieu of any overtime compensation the Members shall receive the sum of \$700.00 per year.

D. Members who are required to work longer than a regular tour of duty shall in the discretion of the Borough Administrator, either be paid for the

overtime at one and one-half times the base hourly rate (as defined in Article XII) or granted compensatory time off on an hour worked for hour off basis. Unused compensatory time shall be cancelled at the end of each calendar year provided that a Member shall be paid therefore at straight time.

1. There shall be no compensation for unscheduled overtime less than one (1) hour, nor shall there be compensation for incidental overtime which may be required to close out or complete a scheduled tour of duty.

2. A Member shall not become eligible for overtime based upon accumulation of time in excess of forty (40) hours resulting from shift trade-off.

E. A published overtime list of all Members based on seniority shall be maintained and overtime shall be offered to each Member as his turn arises. If a Member is unavailable, he shall forfeit his turn.

ARTICLE VI

HOLIDAYS

Members shall be entitled to 12 off-duty days per annum during the term of this Agreement, which shall be the equivalent of holidays. The off-duty time for holidays shall be in accordance with a schedule established or approved by the Chief of Police.

The designated holidays are:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday

Additional holidays may be designated at the discretion of the Borough Council.