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Bergen County

THIS AGREEMENT, made this 12<sup>th</sup> day of December, 1972, by and between the Borough of Fairview, a Municipal Corporation of the State of New Jersey [Hereinafter called "BOROUGH"] and the Policemen's Benevolent Association, Local 45, representing the full-time police personnel of the Fairview Police Department [Hereinafter called "EMPLOYEES"].

WHEREAS, both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship existing between them and wish to enter into a complete agreement, covering the terms and conditions of employment.

WHEREAS, the parties have, by good faith, collectively bargaining, reached an agreement with respect to such terms and conditions of employment.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

I. RECOGNITION

1.1 The BOROUGH recognizes the EMPLOYEES as the sole and exclusive representative for all the full-time, law-enforcement personnel of the Fairview Police Department.

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1.2 The parties recognize and affirm that their relationship is covered by the "New Jersey Employer-Employee Relation Act", the laws of 1968, Chapter 303 [N.J.S.A. 34:13A-1, et seq.], and they agree in the conduct and procedures of their collective negotiations to be bound by the rules and regulations of New Jersey Public Employment Relations Commission.

## II. RETENTION OF EXISTING BENEFITS AND RIGHTS

2.1 Except as otherwise provided herein, all rights, privileges and benefits which all employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the BOROUGH during the term of this Agreement and the employees shall retain all civil rights, as provided under Federal and New Jersey State Laws.

## III. NEGOTIATION PROCEDURES

3.1 The collective negotiations with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties and such additional agents or persons as each of the parties shall designate as its negotiating team.

3.2 Collective negotiation meetings shall be held at times and places mutually convenient at the request of either the BOROUGH or the EMPLOYEES.

3.3 EMPLOYEES who may be designated to participate in the collective negotiations will be excused from police assignment, provided that their absence from duty will not interfere seriously with the operation of the BOROUGH Police Department in the opinion of the Chief of Police.

3.4 The duly authorized negotiating agent of either the BOROUGH or the EMPLOYEES shall not be required to be an employee of the BOROUGH.

#### IV. MANAGEMENT OF THE BOROUGH'S AFFAIRS

4.1 The EMPLOYEES recognize that the areas of responsibility must be reserved to the BOROUGH if the governing body of the BOROUGH is to serve the public effectively. Therefore, the right to manage the affairs of the BOROUGH and to direct the working force and operations of the BOROUGH, subject only to the limitations of this agreement, and applicable State Laws, is vested in the retained by the BOROUGH exclusively.

#### V. CONTINUED WORK OPERATIONS

5.1 The parties agree that there shall be no action by either of them in violation of any State Law.

#### VI. NON-DISCRIMINATION

6.1 There shall be no discrimination, interference, or coercion by the BOROUGH or any of its agents, against the

EMPLOYEES, because of membership or activities of any member of the Police Department, by reason of appointment by the EMPLOYEES to the negotiating committee. The EMPLOYEES or any of its agents, shall not intimidate or coerce employees into membership. Neither the BOROUGH nor the EMPLOYEES shall discriminate against any employees because of race, creed, color, age, sex or national origin.

VII. HOSPITALIZATION

7.1 The BOROUGH shall continue to provide all EMPLOYEES and members of their immediate family with like or similar hospitalization and other insurance, as is now provided by said BOROUGH. In the event that the insurance carrier presently covering the hospitalization and medical insurance for the BOROUGH shall refuse to carry or continue said insurance coverage, then, in that event, the BOROUGH shall immediately apply to a new insurance company for the identical insurance, as is now provided, provided that there shall be no interruption of insurance coverage afforded. In the event that there is any insurance interruption on coverage, then the BOROUGH shall be responsible for the period during said interruption and shall pay all medical bills incurred, as would have been paid had the policy remained in effect.

VIII. SCHEDULE OF WORK

8.1 The present police schedule of work is adopted herein by reference and made a part of this Contract, as to hours of work, shifts and tour basis.

IX. HOLIDAYS

9.1 The EMPLOYEES shall have five (5) paid holidays. Said pay for said holidays shall be based on the EMPLOYEE'S hourly base rate of salary, and shall be paid at the same time and manner as the Clothing Allowance.

X. WAGES

10.1 The wages of the following designated categories shall be retroactive to January 1st, 1972 and shall be as follows:

Captain	\$11,526.04
Lieutenant	\$10,991.04
Sergeant	\$10,555.98
Patrolman, 1st Grade	\$10,106.03
Patrolman, 2nd Grade	
Patrolman, 3rd Grade	
Patrolman, 4th Grade	

XI. CLOTHING ALLOWANCE

11.1 The BOROUGH shall pay to each employee covered by this Agreement the sum of One Hundred Twenty-Five and 00/100 (\$125.00) Dollars per annum toward uniform and equipment costs, effective January 1st, 1972, said payment to be made during the month of December, 1972.

## XII. OVERTIME

12.1 It is recognized that the needs of the BOROUGH may require overtime work beyond the employees' standard daily or weekly schedule, although, it is the policy of the BOROUGH to avoid the necessity of overtime work, wherever possible.

12.2 In all situations where an employee may work beyond his normal hours of duty as set forth in the present work schedule, said employee shall be compensated for said work in excess of his normal tour of duty in compensatory time off or cash, to be decided at the discretion of the employee. Regular officers shall be given first choice for said overtime duty.

12.3 Where a member of the Police Department is required by his superiors to be on duty in excess of forty (40) hours in any one week, such overtime shall be compensated for at a rate equal to his prevailing hourly wage rate, which shall be in lieu of compensatory time off. Where a member of the Police Department is required by his superiors to be on duty in excess of fifty (50) hours in any one week, such overtime shall be compensated for at a rate equal to one and one-half times his prevailing hourly wage rate, which compensation shall be in lieu of compensatory time off.

XIII. COURT TIME

13.1 The appearance of any full-time police officer at a Municipal, County, or Superior Court, while off duty or on his day off, shall constitute overtime under this provision, and said overtime shall be computed to include travelling time to and from and while at attendance at said Court.

XIV. LONGEVITY

14.1 All full-time employees of the Police Department shall receive longevity pay of two per cent (2%) of their annual salary for every four (4) years of service on the force.

XV. EFFECTIVE DATE AND DURATION

15.1 This Agreement shall become effective on the first day of January, 1972.

15.2 This Agreement shall remain in full force and effect and may not be terminated without a writing signed by both parties until midnight, December 31st, 1972.

15.3 In the event that the parties do not enter into a new Agreement on or before midnight, December 31st, 1972, then this Agreement shall continue in full force and effect from month to month, subject to being terminated upon written notice by either party, at least thirty (30) days prior to any intended expiration date.

15.4 All notices shall be served by either party on the other party, stating such intention to terminate or amend this Agreement and shall be sent by certified mail, return receipt requested, in the case of the BOROUGH to the Borough Clerk at the Municipal Building, in the case of the EMPLOYEES to PBA Local 45, c/o Fairview Police Department, Fairview, New Jersey.

15.5 The parties agree that they will exchange proposals for any proposed change in this Agreement by January 31st, 1973, and will meet and negotiate within said time in an effort to determine the terms and provisions of a new collective bargaining agreement for a new succeeding period.

XVI. MISCELLANEOUS

16.1 In all references to any parties, persons or entities or corporations, the use of any particular gender or the plural or singular number shall be deemed to refer to and include the appropriate gender or number, as the text may require.

16.2 All the terms, covenants and conditions herein contained shall inure to the benefit of and shall be binding the respective parties hereto, their legal representatives, successors and assigns.



16.3 The employees of the Police Department of Fairview shall not be required to be residents of the Borough, unless otherwise provided by law.

16.4 The Grievance Procedure which is hereby established to be followed by all employees of the BOROUGH covered by this Agreement, shall be as annexed hereto as Exhibit "A" and the same shall be and is hereby incorporated herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year first above set forth.

BOROUGH OF FAIRVIEW

ATTEST:

BY: *Alfred Bonin*

*John G. Tomaras*  
Borough Clerk

POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL 45

ATTEST:

BY: *George Miller*  
President

*William J. Latona*  
Secretary

CERTIFIED TRUE COPY

*John G. Tomaras*  
John G. Tomaras, Boro Clerk

