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THIS BOOK DOES
NOT CIRCULATE

1973

THIS AGREEMENT, effective the 1st day of January, 1973,

by and between

THE TOWNSHIP OF LAWRENCE,
a municipal corporation,
Mercer County, New Jersey,
hereinafter referred to as
"Employer"

and

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.,
LOCAL NO. 119, hereinafter
referred to as "Association"

WITNESSETH:

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of superior officers, patrolmen and detectives (hereinafter sometimes collectively referred to as "Members" or "Employees") of the Police Department of the Township of Lawrence;

NOW, THEREFORE, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer, as hereinafter defined, recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.01

The Employer hereby recognizes the Association as the

sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 1.02, herein for the purpose of collective bargaining, settlement of grievances and all activities and processes relative thereto.

Section 1.02

The bargaining unit shall consist of all superior officers, patrolmen and detectives of the Police Department of the Township of Lawrence, New Jersey, now employed or hereafter employed, except the Chief of Police.

Section 1.03

This agreement shall govern all wages, hours and other conditions of employment as hereinafter set forth.

Section 1.04

This agreement shall be binding upon the parties hereto and their successors, as permitted by law.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 2.01

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Township Manager of the Employer or his designee or designees, and the Committee of the Association or its designee or designees, shall be the respective bargaining agents for the parties.

Section 2.02

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 2.03

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

ARTICLE III

CONDUCTING UNION BUSINESS
ON EMPLOYER'S TIME

Section 3.01

The Employer agrees to grant the necessary time off without loss of pay to a member of the Association selected as a delegate to attend any State or International convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26 C-4.

ARTICLE IV

DISCRIMINATION AND COERCION

Section 4.01

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the

Association shall discriminate against any employee because of race, creed, color, sex or national origin.

ARTICLE V

SICK LEAVE

Section 5.01 - Service Credit for Sick Leave

(a) All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

(b) Sick Leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

Section 5.02 - Amount of Sick Leave

(a) The minimum sick leave with pay shall accrue to any full time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

(b) Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year

to year to be used if and when needed for such purpose.

(c) An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the Township shall certify to the Department of Civil Service the employee's accumulated sick leave which shall be made a part of the employee's permanent record.

Section 5.03 - Reporting of Absence on Sick Leave

(a) If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

Section 5.04 - Verification of Sick Leave

(a) An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

1. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless .

such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

2. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

(b) in case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

(c) The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE VI

HOURS OF EMPLOYMENT

Section 6.01

Normal hours of employment shall not exceed forty (40) hours in any one week, except as otherwise provided for the 4 P.M. to 12 P.M. shift in accordance with General Order 72-7 dated October 26, 1972.

Section 6.02

The normal tours of duty shall continue as they are currently in force (see General Order 72-7, attached), unless and until

changed by agreement of the parties.

Section 6.03

The official of the Employer having charge of the Police Department may, in the case of an emergency as defined by the applicable Statutes of the State of New Jersey, summon and keep on duty any and all members of the department as such emergency shall require. In such event the official having such authority shall first make a formal declaration of the nature and extent of the emergency and all members of the Police Department thus summoned or kept on duty shall be entitled to receive overtime pay as hereinafter set forth for all time worked over the normal hours of employment as above defined.

Section 6.04

Whenever a member of the Police Department, as part of his duties, shall be required to appear before any grand jury or at any Municipal, County, State Superior or State Supreme Court or any Federal Court proceeding, the time during which he is so engaged shall be considered a time of assignment to, and performance of his regular duty and (from the time of reporting at the Court until the time excused) shall be included as part of his hours of employment for that pay period.

Section 6.05

Whenever a member of the Police Department, as part of his duties, shall be required to remain after his normal tour of duty in order to complete a report, maintain traffic control

at the scene of an emergency or disaster or, in order to complete an investigation or to perform any other duty as required by his commanding officer or by the Rules and Regulations of the Police Department, any such additional time shall, if authorized, ordered or approved by such member's commanding officer, be included as part of his hours of employment for that pay period.

Section 6.06

Whenever a member of the Police Department, as part of his duties, is summoned to return or report to duty other than for his normal tour or assignment, whether for emergency or otherwise, he shall, except when a continuation of a regular tour of duty, be paid for not less than one (1) hour regardless of the actual time worked. In such event such one (1) hour (or more if he actually works longer) shall be included as part of his hours of employment for that pay period.

ARTICLE VII

COMPENSATION FOR OVERTIME

Section 7.01

Whenever any member of the Police Department, other than superior officers, in any work week shall be required, directed or authorized to work for any periods in excess of the normal hours of employment as defined in Article VI, Section 6.01 herein, he shall be paid at the rate of time and one-half of his regular pay rate (including benefits) for all such overtime. Thus, if an employee is required, directed or authorized to work

for more than forty (40) hours in any one week he shall be paid overtime for such excess time regardless of the total number of days worked during that week.

Superior officers shall not be paid overtime as set forth above, but shall, in lieu thereof, be entitled to compensatory time off at the rate of one hour of compensatory time for each one hour overtime work, and shall also be entitled to one-half of their regular hourly pay for each such overtime hour, to be accrued during the calendar year and paid not later than December 31 of each year. Compensatory time off scheduling shall be by mutual agreement with the Chief of Police, subject to manpower availability, but in any event must be taken not later than the close of the calendar year next following the year in which the right to such compensatory time accrued.

Section 7.02

No employee shall be entitled to be paid overtime unless such overtime is ordered, authorized or approved by his commanding officer, such order, authorization or approval to be recorded and maintained with the records of the department in form to be determined by the Chief of Police and approved by the Township Manager of the Employer.

Section 7.03

Overtime wages shall be paid at the next immediate two-week pay period after such overtime is recorded.

Section 7.04

The method of recording hours of employment and the administration of the records and other data necessary to effectuate the purposes of this Agreement shall be established by the Chief of Police or Township Manager of the Employer. However, the computation shall be to the nearest one-half hour.

ARTICLE VIII

WAGES

Section 8.01

Wages payable to the members of the Police Department for normal hours of employment shall be increased by 5.5% over each member's 1972 compensation, which shall be deemed to include base pay in effect on December 31, 1972, in which is included any longevity increments becoming effective during calendar 1972.

ARTICLE IX

HOLIDAYS

Section 9.01

The following holidays shall be authorized:

- | | |
|--------------------------|-----------------------------------|
| 1. New Years Day | 8. Thanksgiving Day |
| 2. Lincoln's Birthday | 9. The day after Thanksgiving Day |
| 3. Washington's Birthday | 10. Memorial Day |
| 4. Good Friday | 11. Independence Day |
| 5. Columbus Day | 12. Labor Day |
| 6. Veteran's Day | 13. Christmas Day |
| 7. General Election Day | |

All employees not receiving any of the above itemized holidays shall be entitled to compensatory time off therefor for the number of hours equalling a normal shift tour then in effect.

Section 9.02

The employer and the Association agree to recognize as holidays such additional holidays as shall be designated for all employees of the Township of Lawrence as set forth in the appropriate Ordinance or Resolution adopted by the Township for such purpose.

ARTICLE X

FUNERAL LEAVE OF ABSENCE

Section 10.1

All employees shall be entitled to three (3) days leave of absence with pay following a death in the immediate family, as defined and in accordance with an ordinance applicable to Township employees generally providing for such leaves.

ARTICLE XI

PENSIONS

Section 11.01

Employer shall continue to provide contributions to employee's pension fund in accordance with the presently existing practice and as may be provided by law.

ARTICLE XII

VACATIONS

Section 12.01

Annual vacation leave with pay shall be earned at the rate of one working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; with twelve (12) working days' vacation thereafter for up to ten (10) years of service. Thereafter, pro rata accruals on the basis of fifteen (15) working days' vacation after the completion of ten (10) years and up to twenty (20) years of service; twenty (20) working days' vacation after the completion of twenty (20) years of service.

Section 12.02

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Township of Lawrence unless the said Township determines that it cannot be taken because of pressure of work. Any unused vacation may, with the approval of and as scheduled by the

Chief of Police, be carried forward into the next succeeding year only.

ARTICLE XIII

LONGEVITY PAY - UNIFORM ALLOWANCE

Section 13.01

Each employee covered by this Agreement shall, in addition to his regular wages and benefits, be paid a longevity increment based upon years of service with the Police Department in accordance with the following schedule:

(a) After 8 years service	\$200.00
(b) After 12 years service	\$200.00
(c) After 16 years service	\$200.00
(d) After 20 years service	\$200.00
(e) After 24 years service	\$200.00
(f) After 28 years service	\$200.00

Section 13.02

Each employee shall qualify for the longevity increment on January 1 or July 1 nearest to the anniversary date of his employment.

Section 13.03

Effective July 1, 1973, the Township of Lawrence agrees to purchase all uniforms and to pay for all uniform dry cleaning costs, with administrative records and procedures to effectuate this clause to be established by the Chief of Police and the Township Manager. For the period January 1, 1973, through June 30, 1973,

each employee shall receive \$100 in lieu of all other uniform and cleaning allowance.

In the case of non-uniformed employees, including superior officers and detectives, they shall receive an annual sum of \$200 in lieu of cleaning allowances to cover maintenance of civilian clothes worn in the line of duty.

ARTICLE XIV

HOSPITAL AND MEDICAL INSURANCE

Section 14.01

The Township of Lawrence agrees to provide hospital and medical insurance at least equal to its present program to the employees and their families.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.01 - Purpose

(a) 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.

(b) Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

Section 15.02 - Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the Township of Lawrence.

Section 15.03 - Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Township of Lawrence initiated grievances, which will proceed in accordance with Section 15.04, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

The aggrieved shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned ten (10) calendar day limitation may be extended upon presentation to the Chief of Police a physician's certificate attesting to the incapacity of the grievant to file

within the prescribed time. The said Chief, or his designee, shall render a decision within ten (10) days after receipt of the grievance.

Step Two:

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within ten (10) calendar days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within seven (7) calendar days after the answer is received at the first step. The Chief of Police (or his designee) shall set a meeting within seven (7) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Township Manager and the Chief of Police with the Association representative and the Association attorney, if requested by the grievant. The Township Manager's answer to the second step shall be delivered to the Association within ten (10) calendar days after the meeting.

Step Three:

Should the aggrieved person be dissatisfied with the decision of the Township Manager, such person may file where appropriate for a Civil Service Review.

Section 15.04 - Township Grievances

Grievances initiated by the Township of Lawrence shall be filed directly with the Association within ten (10) calendar

days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Township of Lawrence and the Association and its attorney in an earnest effort to adjust the differences between the parties.

ARTICLE XVI

STRIKES AND OTHER JOB ACTION

Section 16.01

The employees recognize and acknowledge existing law in the State of New Jersey relating to the rights of public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the Township of Lawrence, and employees agree to be bound by all such laws as they now exist or as they may be modified or amended from time to time.

ARTICLE XVII

MANAGEMENT OF TOWNSHIP AFFAIRS

Section 17.01

The Township of Lawrence hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

(a) The executive management and administrative control of the Lawrence Township Government, its properties and facilities, and the activities of its employees;

(b) To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

(c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

Section 17.02

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township of Lawrence, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of Lawrence Township.

Section 17.03

Nothing contained herein shall be construed to deny or restrict the said Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE XVIII

APPLICABLE LAWS

Section 18.01

The provisions of this Agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State and Local laws and ordinances or any properly enacted amendments, additions or deletions thereto, except as specifically permitted thereby.

ARTICLE XIX

DURATION OF AGREEMENT

Section 19.01

This Agreement shall be in full force and effect as of January 1, 1973, and shall remain in effect to and including December 31, 1973, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement. The Association shall submit a copy of the entire proposal to the said Township by October 1, 1973.

IN WITNESS WHEREOF the parties have hereunto set their

hands and seals at Lawrence Township, New Jersey, on this *thirtieth*
day of *July*, 1973.

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
LOCAL NO. 119

LAWRENCE TOWNSHIP
MERCER COUNTY
NEW JERSEY

By *John M. Sammartino P.S.S.*

By *F. M. Auber*
Acting Municipal Manager

By *Richard H. Morris V.P.*

By _____

Attest:

Edward Conroy Secy.

Attest:

Theodore A. Lane