

3-0477

Contract no. 325

04-32

1990-1991

AGREEMENT BETWEEN

THE BOROUGH OF STRATFORD

AND

P.B.A. LOCAL 30

x 1/1/90 - 12/31/91

PREPARED BY: STRATFORD POLICE ASSOCIATION

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TERMS OF THE AGREEMENT - 1990-1991

This agreement will be for two (2) years. The practices will be instituted and will be applicable from January 1, 1990 through and including December 31, 1991.

The parties are to commence negotiations for a successor Agreement by September 1, 1991.

ARTICLE 1: Legal Reference

Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution, or Administrative Code and the Police Department Rules and Regulations upon any Borough Official or in any way abridge or reduce the authority. This Agreement shall be construed as requiring Borough Officials to follow the terms and conditions herein to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law.

Definitions:

"Aggrieved party" shall mean the Association member or members who submit a grievance.

"Association" shall mean the full-time members of the Police Department.

"Full-time members" and "members of the Police Department employed on a full-time basis" shall be construed to mean only members duly sworn and trained, or to be trained at a Police Academy. This does not include clerical or part-time officers assigned to the Police Department.

"Grievance" shall mean a complaint or claim that there has been an improper application, interpretation or violation

of this agreement.

"Immediate Family" shall mean Mother, Father, Children, Foster Children, Sister, Brother, Mother-in-Law, Father-in-Law, Grandmother, or Grandfather of the Association member.

"Power Day" shall mean those days when all Association members are on duty.

ARTICLE 2: Recognition

The Borough hereby recognizes the Policeman's Benevolent Association (PBA) and Departmental Representatives as the sole and exclusive Representatives of all members of the Police Department, excluding the Chief of Police, for the purpose of collective negotiations with respect to the terms and conditions of employment.

The Borough further recognizes that the Departmental Representatives are to act as liaison between the Police Department and the Borough in all matters pertaining to wages and working conditions and said Departmental Representatives, hereinafter referred to as "representatives" shall be permitted to have their schedules arranged so as to permit representatives to attend meetings and negotiation sessions with Borough officials.

The Borough agrees to provide Borough owned facilities for Association meetings whenever such facilities are available and will further allow personnel to attend such meetings so long as it does not jeopardize the functioning of the Police Department.

ARTICLE 3: Policemen's Rights

Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every Patrolman shall have the right to freely organize, join and support the PBA and its affiliates for the purpose of engaging

in collective negotiations and other concerned activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage, deprive nor coerce any Association member in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of the State of New Jersey or the Constitution of the State of New Jersey or of the United States; that it shall not discriminate against any Association member with respect to wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, collective negotiations with the Borough, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Elective Representatives of the PBA and the Association shall be permitted time off to attend Borough of Stratford negotiating sessions, grievance sessions, and meetings of the joint Association Management Committee of Stratford, provided the efficiency of the Department is not affected thereby.

ARTICLE 4: Management Rights

The Borough of Stratford mayor and Council hereby retains and reserves unto itself, without limitations, 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 the United States, including but without limiting the generality of the foregoing, the following rights:

1. The executive management administrative control of the Borough Government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be

determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the department, after advance notice to the employees, to require compliance by the employees.

4. To hire all employees, and subject to the provisions of law, determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the department.

a. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only to 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 the United States.

b. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under Title 40A of New Jersey Statutes Annotated, or any other national, state, county, or local laws or regulations.

ARTICLE 5: Off Duty Employment

1. No member of the Stratford Police Department may enter into outside employment where the officer will appear in uniform, display his badge, or exercise any powers conferred upon him through his employment as a police officer in the Borough of Stratford unless and until the Borough of Stratford has entered into a written agreement with the outside employer for reimbursement to the Borough for use of said officer and equipment.

2. The Borough of Stratford will make a good faith effort to enter such written agreement with any outside employer so requesting this service.

ARTICLE 6: Joint Police Department - Management Committee

1. A committee consisting of representatives of the Borough and Police Department shall be established to resolve problems that may arise. Said committee shall meet when necessary and required.

2. The purpose and intent of such meetings is to foster good employment relations through communications between the Borough and the Police Department.

ARTICLE 7: Longevity

Members of the Police Department shall receive Longevity calculated on the agreed salary for the years 1990 and 1991 as negotiated, as per the following schedule:

A. 2% at the end of the 5th year of service with a cap of

\$900.00

B. 4% at the end of the 10th year of service with a cap of
\$1,200.00

C. 6% at the end of the 15th year of service with a cap of
\$1,500.00

D. 8% at the end of the 20th year of service with a cap of
\$2,000.00

ARTICLE 8: Shift Differential

A Shift Differential shall be paid at the rate of 5% per hour, per man, for all hours worked from 4:00 P.M. to 8:00 A.M.

ARTICLE 9: Overtime

Employees of the Police Department covered herein shall be compensated for overtime at the rate of time and one half (1 1/2).

Overtime shall be paid to any Officer when he is required to work in excess of ten (10) hours in any one day or forty (40) hours in any week.

Said overtime will be approved by the Chief of Police. All overtime will be payable at the rate of time and one half (1 1/2) or at the option of the Officer and with the approval of the Chief of Police, said overtime may be taken by compensatory time. All overtime shall be approved by the Chief of Police and/or in his absence, the senior officer on duty at the time overtime is required.

A record/log of compensatory time earned for each Association member shall be maintained by the Chief of Police or his designee

Overtime shall be payable each pay period.

ARTICLE 10: Clothing Allowance

The Borough shall provide each Association member with an

annual clothing and equipment allowance.

A. New Employees shall receive a full complement of uniforms and equipment and shall not be entitled to a uniform allowance in their first year of employment.

B. The uniform allowance for 1990 and 1991 shall be Six Hundred Dollars (\$600.00) per year, payable no later than June 30th of each year.

C. After the Association member's first year of employment, said member shall be responsible for purchasing their uniforms and equipment and maintaining same.

D. Association members shall be subject to inspection by the Chief of Police or his designee, during their shift of duty and failure to comply with the Uniform Standards established, in writing, by the Chief of Police, may result in disciplinary action.

E. The Borough shall be responsible for providing hand guns and ammunition for each Association member.

F. In the event that a uniform is damaged or destroyed while an Association member is acting within the scope of his employment, upon certification by the Chief of Police as to the condition of the uniform prior to and after such incident, the Borough agrees to repair or replace that portion of the uniform which has been damaged or destroyed, without cost to the Association member or any reduction in his clothing allowance.

ARTICLE 11: Workmens Compensation

When an Association member is injured on duty said member is to receive Workmens Compensation due him plus the difference between the amount received as compensation and his salary during the period of temporary disability, to a maximum of one (1) year. Thereafter, in the event of continued temporary disability beyond the one (1) year

period, the Association member is to receive Workmens Compensation due him plus the difference between the amount received and his salary, provided that such Association member is entitled to sick leave and further provided that the Association member signs a form authorizing the Employer to charge the time lost to sick leave.

ARTICLE 12: Medical Coverage

The Borough of Stratford has adopted the provisions of Chapter 88, Public Laws of 1974 as amended by Chapter 436, P.L. 1981 to permit local public employers to pay the premium charges for certain eligible pensioners and their dependents and to pay Medicare charges for such retirants and their spouses covered by the New Jersey State Health Benefits Program.

ARTICLE 13: Insurance

1. Life Insurance shall be provided to Association members, but the form of same, including but not limited to death benefits, shall be in the discretion of the Borough.

2. The Borough of Stratford shall provide liability insurance for all Association members, including insurance against false arrest.

3. The Borough shall enroll all Association members in the State Disability Insurance program to be effective for calendar year 1991.

4. The Borough also shall provide an aggregate maximum of Four Hundred Dollars (\$400.00) per annum for each Association member to reimburse optical, dental or prescription costs beginning in 1991.

ARTICLE 14: Physical Examinations

The Borough will furnish to all members of the Association a yearly complete physical examination. This examination is to be conducted by a physician designated by the Borough. It is further agreed that all members shall comply with the recommendation of the

examining physician within a reasonable time as determined by the Chief of Police and failure to do so shall result in suspension without pay.

ARTICLE 15: Personal Days and Holidays

All holidays and personal days are hereby exchanged for the privilege of working four (4) days in ten (10) hour day shifts for a forty (40) hour work week and then have four (4) days of ten (10) hours per day off.

ARTICLE 16: Vacation Leave

Vacation time, with pay, shall be composed as follows:

A one	(1) week vacation:	four	(4) 10 Hr. Days
A two	(2) week vacation:	eight	(8) 10 Hr. Days
A three	(3) week vacation:	twelve	(12) 10 Hr. Days
A four	(4) week vacation:	sixteen	(16) 10 Hr. Days

Association members shall be entitled to vacation time as follows:

1 Year of Service	- (4)	10 hour days or 40 hours
2-4 Years of Service	- (8)	10 hour days or 80 hours
5-11 Years of Service	- (12)	10 hour days or 120 hours
12 Years of Service or more	- (16)	10 hour days or 160 hours

ARTICLE 17: Bereavement Leave

In the event of a death in the Association member's immediate family, the Association member shall be granted time off without loss of pay as per the following schedule:

A. Five (5) days off with pay in the event of death of Spouse, Children or foster Children of the Association member.

B. Three (3) days off with pay in the event of death of Mother, Father, Brother, Sister, Mother-in-Law, or Father-in-Law.

C. One (1) day off with pay in the event of death of Grandmother, Grandfather, Brother-in-Law, or Sister-in-Law.

D. If extenuating circumstances arise where more time off is required, then the Association member may request additional time off and same may be approved in the discretion of the Chief of Police and the Director of Police.

E. When any such death leave is requested by an Association member, it will be the responsibility of the Chief of Police to determine the validity of such requests. The Chief of Police retains the right to require a copy of the death certificate of the deceased for proof of death.

ARTICLE 18: Sick Leave with Pay

A. Sick Leave is hereby defined to mean absence of any Association member from duty because of personal illness which prevents him from doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family who is critically ill and which requires the presence of the Association member.

B. Any Association member who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than one and one half (1 1/2) hours before the Association member's usual starting time except in cases of extreme emergency where the Association member is not able to do so.

C. Sick Leave shall accrue for regular full-time Association members at the rate of one (1) day per month during the first calendar year of employment and one and one quarter (1 1/4) days per month in every calendar year thereafter, and shall accumulate from year to year.

D. If any Association member is absent for three (3) consecutive

work days, the Police Chief may require acceptable evidence of the reason for the same on the form prescribed by the Police Chief. The nature of the illness and the length of time the Association member was absent shall be stated on a doctor's certification to be signed by the Association member's doctor and submitted to the Police Chief.

E. At the discretion of the Chief of Police, the Association member seeking sick leave may be required to submit medical evidence to substantiate his request. Failure to provide adequate medical evidence may result in the denial of sick leave benefits and the Association member will suffer a loss of pay for any unauthorized time period. In the event sick leave is not approved or the Association member has exhausted his accumulated sick leave, the absence may be charged to the Association member's vacation, if any, provided the Association member agrees and further provided the such use of vacation time will not be used to circumvent either the provisions or intent of the laws relating to strikes and lock-outs.

F. Abuse of Sick Leave will be cause for disciplinary action.

G. Sick Leave claimed by reason of quarantine or exposure to contagious disease may be approved upon certification of the County Public Health Department.

H. Employees shall not lose any sick time accrued.

I. At retirement the Officer will be compensated for time accumulated at one half days pay for each unused day accumulated.

ARTICLE 19: Court Time

1. Any member of the Police Department who is subpoenaed to testify as a State Witness in County, State or Federal Court as a direct result of his official duties for the Borough of Stratford will be compensated at the rate of \$50.00 per day. This compensation is

only to be paid in such case that said Association member is required to testify on off-duty hours.

2. Any member of the Police Department who must appear in State or Federal Court and must use his own vehicle for transportation, when there is no police vehicle available, will be compensated at the rate of twenty cents (\$.20) per mile traveled to and from such court.

3. Attendance at any required administrative hearing or municipal court will be paid at the rate of time and one half (1 1/2), with a minimum payment of two (2) hours at time and one half for each hearing date on which such attendance is required.

ARTICLE 20: Legal Expenses

If an Association member is charged with a violation of the law as a result of acts committed while in the performance of his duties, either criminal or civil in nature, the Borough shall provide an attorney to defend him. Such attorney shall be satisfactory to the Association member and the Council. If the attorney's fees cannot be agreed upon, the individual Association member shall pay any amount of the said attorney's legal fees over and above that as approved by Council. Only in the case of a finding of not guilty, the Borough shall provide an attorney and pay for all necessary expenses in order to have such offense expunged from the Association member's record.

ARTICLE 21: Schooling

1. Association members attending any Police Training Schools, with approval of the Chief of Police and recognized by the New Jersey Police Training Commission, shall be reimbursed for all school related expenses, if not provided for otherwise.

2. Mileage shall be paid for at the rate of fifteen cents (\$.15) per mile traveled; meals shall be paid for at the rate of Two Dollars and Fifty Cents (\$2.50) per meal, if not provided for otherwise.

3. Any Association member who desires to attend such schooling shall submit a request, in writing to the Chief of Police and to the Director of Police showing course, dates and costs of same. Same shall be approved in the discretion of the Chief of Police and the Director of Police. There shall be no limit on the number of courses that an Association member shall be permitted to attend each year, but the allowance of an Association member to take such schooling shall depend on the availability of manpower to cover said Association member's absence during times of schooling.

ARTICLE 22: Work Schedule

1. Officers shall work four (4) days in ten (10) hour shifts for a forty (40) hour work week and have four (4) days of ten (10) hours per day off.

2. The scheduling of shifts shall be in the discretion of the Chief of Police. No Association member shall be required to report for a shift of duty with less than twelve (12) consecutive hours off between shift changes, unless an emergency is declared and in such case the Association member shall be compensated at the overtime rate of pay for such time period only.

3. Any Association member, having completed any shift of duty and who is dismissed at the end thereof and is recalled to duty shall receive a minimum of two (2) hours pay at the overtime rate even though he may work less than the aforesaid two (2) hours. If the Association member's call in time assignment and his regular shift overlap he shall be paid time and one half for that period worked prior to the regular shift.

ARTICLE 23: Police Meetings

In order to foster a better Police Department in the Borough of Stratford, it is hereby agreed that the Officers will attend a maximum of six (6) meetings a year for one (1) hour each meeting without compensation, at the direction of the Chief of Police.

ARTICLE 24: Lay off and Discharge

1. In the event that an Officer is laid off, he is to receive payment for his earned accumulated vacation, holiday, sick, and personal days.

2. If an Officer is discharged for cause, the Council shall determine whether or not he is to be paid for any earned accumulated vacation and personal days, depending upon the circumstances of his dismissal.

3. In any other separation, an Officer who has vacation time, and/or personal days accumulated from the previous year shall be paid for the same on a pro-rated basis for the year that he separates.

ARTICLE 25: Retention of Benefits

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

ARTICLE 26: Pay Periods

All Officers shall receive their pay checks bi-weekly on Friday before 3:00 p.m.

All off-duty employment that is paid to the Borough shall be on a separate check and also paid at the end of the pay period.

ARTICLE 27: Grievance Adjustment Procedure

A. Purpose:

It is the policy of the Borough of Stratford and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure.

B. Submission of grievance:

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

2. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of the agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

3. A grievance shall be deemed waived unless it is submitted within ten (10) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

4. An aggrieved party may submit grievances which affect them personally and shall submit such grievance to the Chief of Police.

C. Grievance Procedure:

1. The Chief of Police shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Chief of Police, or if no response is received within two (2) calendar weeks after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Mayor and

Council.

2. The Mayor and Council or its designated Council members shall, upon request, confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved parties a written statement of council's position with respect to it, no later than two (2) weeks after the next regularly scheduled or specially scheduled meeting of Council.

D. Rights of Employees:

1. Employee and Association - Any aggrieved person may be represented at all formal steps of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association at the expense of the aggrieved person.

2. If the employee is dissatisfied with the decision of Mayor and Council then the issue or issues will be submitted to P.E.R.C. for binding arbitration.

E. Computation of Time, changes and Conditions of this Agreement

1. Whenever any act is required under this Article to be done or performed within a specified period of time, Saturdays, Sundays and Holidays shall be excluded in the computation of such period.

2. Nothing in the procedures set forth in this Article shall be deemed to abrogate, repeal, abolish, cancel, modify or otherwise change any other part of this Agreement without the mutual consent of the parties hereto in writing.

ARTICLE 28: Fully Bargained Agreement

A. This agreement represents and incorporates the complete and final understanding and settlement between the parties of all bargainable issues which were or could have been subject to negotiations.

B. During the term of this agreement, neither party will be

required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

ARTICLE 29: Duration

A. This agreement shall be in full force and effect as of January 1, 1990 and shall remain in effect up to and including December 31, 1991, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) nor later than one hundred and twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Stratford, New Jersey on this 10th day of July, 1990.

FOR THE PBA - LOCAL 30

[Signature]
[Signature]
Nicola A. DiStasio

[Signature]
Mayor - Borough of Stratford

[Signature]
Clerk - Borough of Stratford

APPENDIX A

Salaries

The base salary for each employee for the years 1990 and 1991 shall be as follows:

	<u>1990</u>	<u>1991</u>
STARTING	\$20,511	\$21,742
2nd YEAR	\$22,710	\$24,073
3rd YEAR	\$24,910	\$26,405
4th YEAR	\$27,115	\$28,742
5th YEAR & thereafter	\$29,870	\$31,663
SERGEANTS	\$31,085	\$32,950
CAPTAINS	\$32,520	\$34,472

ADDENDUM TO AGREEMENT BETWEEN THE
BOROUGH OF STRATFORD AND PBA LOCAL 30

Prior to the signing of the agreement between the Borough of Stratford and PBA Local 30 and upon attempting to implement the provisions as agreed upon by the parties a dispute arose concerning what would be overtime, said dispute necessitating this addendum to be prepared and executed by the parties.

At the time of the negotiations it was made clear that a work week would not consist of Sunday to Saturday or Monday to Friday for all officers, because of the rotating shifts necessitated some officers starting their work week on Monday, Tuesday or Wednesdays and it was further clarified that an officer's work week would consist of four (4) 10 hour days with four (4) days off. It was further understood and agreed that when the shifts were rotated some officers would work less than a forty hour week. Any officer who works hours in excess of 10 hours per day or is called in on scheduled time off shall be paid overtime at the designated rates.

FOR THE P.B.A. Local 30

James A. McStark
James A. McStark
Wendell A. DiStasio

Thomas D. Johnson
Mayor of the Borough of Stratford -
Morothy Carlson
Borough Clerk