

3-0168

STORAGE

passaic

6-06

1978-1979

**THIS DOES NOT
CIRCULATE**

AGREEMENT

IN CONSIDERATION of the mutual covenants contained herein, and for other good and valuable considerations, the BOROUGH OF NORTH HALEDON, a Municipal Corporation, hereinafter referred to as "Borough" through its Mayor and Board of Council and the NORTH HALEDON POLICE ASSOCIATION, hereinafter referred to as "Association", hereby agree as follows:

1. PAY SCHEDULE: For the Year 1978, all pay scale classifications of the bargaining unit shall be increased by 5½% across the board on base pay over 1977 rates, retroactive to January 1, 1978.

Effective January 1, 1979 all pay scale classifications shall be increased by an additional 6% on the 1978 base pay. Change in pay scale classifications for all patrolmen shall be effective on the anniversary date of the completion of their probationary period.

2. LONGEVITY PLAN: The Longevity plan for the benefit of the members of the Association which is contained in a certain agreement dated May 19, 1970 between the Mayor and Council of the Borough of North Haledon and the North Haledon Police Association shall remain in full force and effect for the term of this agreement. Said plan, as set forth in Article Third of the aforesaid agreement, including the method of computing of service credit under said plan shall be deemed incorporated by reference herein and made a part hereof.

3. UNIFORM ALLOWANCE: The Borough will reimburse all Association members, except members not required to wear standard police uniforms in the performance of their normal assigned duty, for purchases of police uniforms, (i.e., clothing required by the Borough to be worn by the Association Members unique to the performance of normal police duty) up to the maximum amount indicated below, upon the submission of a voucher with attached invoices indicating the specific term purchased and the amounts paid.

LIBRARY
Institutional Management and
Labor Relations

AUG 2 1979

(1) RUTGERS UNIVERSITY

Maximum allowance for 1978 - \$250.00

Maximum allowance for 1979 - \$275.00

Association members not required to wear standard police uniforms in the performance of their normal assigned duty will be permitted to purchase and to be reimbursed for civilian type clothing used in the performance of their duty, up to 50% of the maximum allowances as indicated above. In addition these members may utilize the remaining 50% for the purchase of standard police type uniforms after the necessity for this type of purchase is established to the satisfaction by the Chief of Police.

4. VACATIONS: Vacations shall be granted pursuant to the following schedule:

After the completion of one (1) year of service - 2 weeks vacation.

After completion of five (5) years - 3 weeks vacation.

After completion of 10 years service - 4 weeks vacation.

5. PERSONAL DAY: During the life of the contract January 1, 1978 to December 31, 1979 each Association member shall be granted one (1) personal day off with pay, to be arranged in advance with the Chief of Police.

6. SICK LEAVES AND ABSENCE: The members of the bargaining unit shall be entitled to sick leaves and other leaves as set forth in Section 5 of Ordinance #6, 1970 entitled "An Ordinance establishing personnel policies and practices for the employees of the Borough of North Haledon, County of Passaic and State of New Jersey."

7. COURT WORK: Except for any time spent in the Municipal Court of North Haledon and except for time spent in any court during the member's regular working hours, compensation shall be paid at the hourly rate of three dollars and seventy-five cents (\$3.75) for time spent in court..

8. REGULAR OVERTIME WORK: Each member shall be entitled to receive time off, within the calendar year, equal to the time of overtime work performed. It is understood that such time off shall be given at the discretion of the Chief of Police who shall attempt to coordinate it with the member's regular work schedule in effect at the time in question. In the event the member does not receive time off as aforesaid, he shall be compensated for said overtime work on the basis of the regular pay schedule.

9. RETENTION OF BENEFITS: It is agreed that all terms and conditions of employment heretofore enjoyed by the members of the Association shall remain in effect and shall not diminish during the term of this agreement.

10. EDUCATION ALLOWANCE: Members who obtain a Bachelors Degree in Public Safety or Police Science at an accredited institution of Higher Education shall receive a \$1,000.00 bonus during the last pay of the calendar year, and shall continue to receive the \$1,000.00 bonus every year thereafter as long as the member is employed by the Borough of North Haledon. During the first year in which the degree is awarded the aforesaid bonus shall be pro-rated from the date the degree is awarded to the end of the year.

11. DETECTIVES: All detectives shall receive a \$300.00 cash bonus during the last pay of the calendar year.

12. INSURANCE: All members shall receive Blue Cross/Blue Shield, Rider J., Insurance and Major Medical Insurance for the member and his family at the full cost and expense of the Borough.

13. TERM: This agreement is effective immediately and shall cover the period January 1, 1978 through December 31, 1979, and that all the terms conditions and benefits granted hereunder shall be retroactive to January 1, 1978.

14. EFFECTIVENESS: It is understood that this agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

15. GRIEVANCE PROCEDURE:

A. Purpose

1. The purpose of this procedure is to secure the lowest possible level of equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

1. The term grievance as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this agreement and may be raised by an individual, the Association or the Borough.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step One

A. An aggrieved employee shall institute actions under the provisions hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate superior for the purpose of resolving the matter informally. Failure to act within the said ten (10) days shall be deemed to constitute an abandonment of his grievance.

b. The immediate superior shall render a decision within ten (10) days after receipt of the grievance.

Step Two

a. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and signed by the aggrieved, and filed with the Chief of Police, or his designee, within five (5) days following the determination by the immediate superior.

b. The Chief of Police, or his designee, shall render a decision in writing within five (5) days from receipt of the grievance.

Step Three

a. In the event the grievance is not resolved through Step Two, then within five (5) days following the determination of the Chief of Police, the matter may be submitted to the Police Commissioner.

b. The Police Commissioner, or his designee, shall review the matter and make his determination within ten (10) days from receipt of the grievance.

Step Four

a. In the event the grievance is not resolved through Step Three, then within five (5) days following the determination of the Police Commissioner, or his designee, the matter may be submitted to the Mayor and Council.

b. The Mayor and Council shall review the matter and make its determination within ten (10) days from receipt of the grievance.

Step Five - Arbitration.

a. If the grievance is not settled through Steps One, Two, Three and Four, either party may refer the matter to the American Arbitration Association for appointment of an Arbitrator within ten (10) days after the determination by the Mayor and Council. An Arbitrator shall be selected pursuant to the rules of the A.A.A.

b. However, no Arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Council.

In the event the aggrieved elects to pursue his appellate rights in accordance with Revised Statutes 40A:14-150, the Arbitration hearing shall be cancelled and the matter withdrawn from Arbitration. The Association shall pay whatever costs may have been incurred in processing the case to Arbitration.

c. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding upon the parties.

d. The cost for the services of the Arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

e. Any employee may be represented at all stages of the Grievance Procedure by himself, or at his option, by a representative selected or approved by the P.B.A. When an employee elects to present his own grievance, the P.B.A. shall have the right to be present and state its own views at Steps Four and Five of the Grievance Procedure, unless the employee objects to the presence of a P.B.A. representative, in which case the P.B.A. may not be present. In the event the P.B.A. is not present after final determination at Step Five, the P.B.A. will promptly receive a copy of the determination of the Arbitrator.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed this 26th day of April, 1978.

ATTEST:

BOROUGH OF NORTH HALEDON

By

Alvin G. Blau, Mayor

Frank T. Fisher
Borough Clerk

ATTEST:

NORTH HALEDON POLICE ASSOCIATION

By

Lieutenant Edward Lotz

Lieutenant Edward Dombrowski
Lieutenant Edward Dombrowski