

3-0252

AGREEMENT, entered into this 4th day of October in the
year Nineteen Hundred and Seventy-seven by and between

TOWNSHIP OF JEFFERSON, a Municipal Corporation of the State of
New Jersey, with offices at Municipal Building, Weldon Road, Lake
Hopatcong, New Jersey 07849

(Hereinafter called the "Employer") and

JEFFERSON TOWNSHIP POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 190,
with its principal office, c/o Paul Hart, Box 67, Lake Hopatcong,
New Jersey 07849

(Hereinafter called the "PBA")

WHEREAS, both the Employer and the PBA believe in the soundness of
principle of collective bargaining and contracting;

and

WHEREAS, these negotiations have resulted in an agreement respecting
the terms and conditions of employment;

NOW THEREFORE, in consideration of the mutual premises and covenants
herein contained, it is mutually agreed by and between the parties as follows:

SECTION 1. RECOGNITION. The Employer agrees to recognize and deal
with the PBA through its respective appointed negotiators as the exclusive
representatives of all Police Officers in the Township of Jefferson, of the following
Rank -

Patrolman - Sergeant - Lieutenant - Captain

SECTION 2. COVERAGE. It is intended that this agreement shall cover
all matters pertaining to wages, hours and working conditions concerning the Jefferson
Township Police Department.

SECTION 3. MANAGEMENT RIGHTS.

A. The Township 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:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take over disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, provided they do not affect wages, hours and working conditions and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and they 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.

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

SECTION 4. WORK WEEK AND OVERTIME.

A. The work period shall be 28 days, and each officer shall work 160 hours within the 28 day period at regular pay.

B. Time and one-half shall be paid for all hours worked in excess of eight in any calendar day. A calendar day shall consist of the twenty-four (24) hour period following any of the six (6) eight (8) hour scheduled shifts, 8-4, 4-12, 12-8, 7-3, 3-11, 11-7. The employee and the employer may mutually agree to change a regularly

scheduled shift. Upon agreement by the employee and the employer, the employee shall not receive overtime pay. Anyone above the rank Sergeant shall not receive overtime pay.

C. The Employer will pay straight time for any time spent by any police officer in the Municipal, Superior or County Court, or the officer shall have the option of receiving compensatory time off, subject to the approval of the Chief of Police.

D. The Employer will pay a minimum of two hours pay for the first two hours or any part thereof and one hours pay for each hour or part thereafter when an officer is called to work other than his normally scheduled working hours, at the rate of time and one-half.

E. A log book will be provided at police headquarters for the purpose of logging all overtime in excess of eight hours in any work day. Any such excess hours shall be recorded in the log book and initialled by either a superior officer or the desk officer and approved by the Chief of Police.

SECTION 5. HOLIDAYS. The following eleven days should be designated holidays:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Fourth of July
Labor Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

In the event any of the aforesaid holidays are not used by a police officer in a given calendar year due to scheduling or other pressures of work approved by his superior and said holidays remain unused by December 1st of that calendar year, then and in that event, the Employer shall pay the officer his daily (straight time) rate of pay for each such day up to a maximum of five (5) days. No payment shall be made for more than five (5) days. Holidays shall not accumulate year to year.

SECTION 6. VACATIONS. Vacations are to be in effect from January First to December Thirty-first and are granted on a calendar year basis. Police officers shall be entitled to vacations as follows:

One working day for each full month of service from date of appointment during first year of employment.

| | |
|--------------------------------|---------|
| 1 through 5 years of service | 12 days |
| 6 through 10 years of service | 15 days |
| 11 through 15 years of service | 18 days |
| 16 through 20 years of service | 22 days |

Over 20 years service. Add 1 day for each year over 20.

SECTION 7. SICK LEAVE. Sick leave shall be granted in accordance with New Jersey State Civil Service regulations.

SECTION 8. SALARIES AND WAGES. All salaries and wages shall be paid periodically in accordance with New Jersey State Civil Service regulations as set forth in Schedule A attached hereto and made a part hereof.

SECTION 9. POLICE SCHOOLS.

A. Any police officer who is directed to attend a police school by the Chief of Police during time which would normally be time off, will receive compensation at his straight time rate of pay or compensatory time off, or an hour for hour basis, subject to the approval of the Chief of Police.

B. Each police officer shall be required to attend classes at a rate of no less than twenty (20) hours per year of police schooling and/or training. This schooling and/or training must be approved by the New Jersey Police Training Commission. Proper certification demonstrating attendance at and completion of this schooling and/or training shall be submitted by each officer to the Chief of Police on or before December 31st of each year.

C. Any expenses, (including mileage at a rate of 10¢ per mile for use of personal vehicle, meals (maximum \$4 per man), clothing and equipment) incurred attending such schools or said training, will be paid by the Employer upon submission of itemized expense form.

D. Each police officer shall participate in no less than twenty (20) hours, per year, of In-Service Training (I.S.T.) Ten (10) hours of In-Service Training shall be given to each officer during his normal duty hours, with the remaining ten (10) hours to be taken by each police officer on his off-duty time without compensation.

SECTION 10. CLOTHING AND MAINTENANCE ALLOWANCES. Each police officer shall be entitled to an allotment of \$400.00 per annum for the purchase of police uniforms, police equipment and \$200.00 of said allotment shall not be payable directly to the police officer, but will be maintained in an account to be administered by the Chief of Police for direct payment to any supplier authorized by the Chief of Police. Two-hundred dollars (\$200.00) of said allotment shall be paid directly to the officer in two \$100.00 payments, payable after January First and after July First for maintenance of uniforms and equipment upon submission of certification that bills in at least those amounts have been incurred.

A. In special exception cases where there is a loss of uniform in the line of duty, approval may be granted by the Director of Department of Public Safety or the Administrator for the officer to replace the uniform at Township expense.

SECTION 11. COMPENSATION UPON PROMOTION. Any Police Officer promoted to a higher rank, or the position of Detective, will receive compensation at a higher rate of pay from the date of appointment.

SECTION 12. LONGEVITY. In addition to base pay, the Employer agrees to pay longevity starting at the fourth year, at two percent (2%) and increased one-half percent ($\frac{1}{2}\%$) each year until a maximum of \$1,000.00 total longevity is reached by each officer. Longevity shall be based on each officer's base annual wage. For the purpose of payment only, longevity compensation shall be paid in a lump sum for the entire year on or before December 19th of any year.

A. The Employer agrees to pay additional longevity compensation at the rate of \$300.00 per annum at the start of the 15th year through the 17th year. At the start of the 18th year and each year thereafter, \$500.00 per annum.

B. The Employer agrees to combine all longevity compensation with the officer's base pay at the start of the 18th year of service.

SECTION 13. TRAVELING EXPENSE. If, at any time, a Police Officer shall be required to use his personal vehicle for police business, the Employer agrees to compensate said officer at the rate of 10 cents per mile. In addition, a police officer shall be entitled to reimbursement of a maximum of \$4.00 for any meal the officer is required to pay out of personal funds. This section pertains to all duties excepting transportation to and from police headquarters and meals during normal working hours in the Township of Jefferson and must be fully itemized.

SECTION 14. COLLEGE CREDITS. There is hereby established an educational program for officers of the Police Department with service of at least three years wherein for the successful completion (C or above) of approved job-related courses,

each participating policeman shall be awarded, but not included as part of base pay \$17.00 per credit hour. Current certified transcripts stating the completion and grade of said approved courses shall be on file with the Township Administrator by February First of each year. At that time each year, the Township Council, by resolution, shall set forth the monetary amounts earned during the previous year. No consideration shall be given for less than 12 credit hours or for more than 72 credit hours.

A. For the purpose of payment, compensation for college credits, successfully completed, will be paid on or before June 1st of any year.

B. The Employer agrees to combine the entire amount of college credit payments that each officer is receiving at the start of his 18th year of service as part of that officer's base pay, for the purposes of increased retirement benefits.

SECTION 15. HOSPITALIZATION. Employer agrees to provide Medical Health Insurance equal to Blue Cross 650, Blue Shield 257 with Rider J benefits plus major medical insurance similar to that covered in the proposal tendered by Chas. Senkur, dated June 9, 1977.

SECTION 16. DISABILITY. The Employer agrees to pay any officer disabled in the line of duty his full pay, without loss of sick leave, until said officer is able to return to work or is retired on disability.

A. While any officer is receiving temporary disability benefits and full pay from the Employer, he will compensate the Employer any amount of temporary disability benefits received.

B. An officer will not be required to compensate the Employer for any permanent disability benefits received.

SECTION 17. BENEFITS AFTER DISABILITY RETIREMENT AND BENEFITS TO WIDOWS AND DEPENDENTS. Any Police Officer forced to retire due to a disability incurred in the line of duty shall be entitled to hospitalization benefits in accordance with the

standard policy in effect for other police officers for himself, his wife and dependents.

A. Upon an officer's death in the line of duty, his widow shall continue to receive hospitalization coverage in accordance with the policy in effect for other officers until her death; when she obtains employment which offers like benefits or such time as she remarries.

B. Upon an officer's death, all other dependents shall continue to receive benefits until their 18th birthday. If a dependent is deemed to be physically or mentally disabled, the hospitalization coverage, as is in effect for other officers shall continue until his death, or such time that benefits are available from some other source.

SECTION 18. HOSPITALIZATION AFTER RETIREMENT. If any officer retires because of age or length of service, he will have the option of continuing coverage of hospitalization insurance benefits as provided for other police officers if he reimburses the Employer for premiums incurred in advance on a quarter-year basis.

SECTION 19. NO STRIKE PLEDGE.

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

SECTION 20. MISCELLANEOUS.

A. The method and means of annually evaluating the general work performance of each police officer has been developed and instituted by the Employer, the refinement and utilization of criteria for evaluation and the establishment of a procedure for an evaluation system shall be from an accepted management manual such as - M.P.A., I.C.P.A.

B. Each police officer shall have the right to review the contents of his personnel file upon reasonable notice and at reasonable times. A police officer may request and the Employee shall then provide that the contents of his personal file be accounted for, dated and recorded.

SECTION 21. TERM OF AGREEMENT. This agreement shall take effect January 1, 1978 and shall remain in full force and effect until midnight, December 31, 1978, and thereafter from year to year unless either party shall give notice in writing ninety (90) days in advance of the expiration date of this agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid ninety (90) day notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counterproposals in writing. No such changes by either party shall be considered which are not received in accordance with this section.

SECTION 22. GRIEVANCE PROCEDURE.

OBJECTIVES

1. Resolve grievance as quickly as possible.
2. Settle the disagreement at the employee supervisor level informally.
3. Correct the cause of grievances to prevent future similar complaints.
4. A grievance procedure is to promote harmonious relations generally among employees and supervisors.

PROCEDURES

- A. In the event of any difference between the employer and employee or any recognized group on interpretation of rules that have been promulgated or the negotiated contract between the PBA and the Employer, the individual will make the grievance known to his immediate supervisor, within 72 hours of its occurrence, and attempt to settle the difference with his immediate supervisor.
- B. If no satisfactory agreement is reached within 2 calendar days after Step A, the grievance shall be submitted to the officer in charge of the division, a copy to the Division Head and a copy to the director of that department.
- C. If no satisfactory agreement is reached, the officer may then request a conference with the Division Head, after three (3) calendar days.
- D. If there is no agreement reached by both sides at Step C, the Director of the Department shall have ten (10) days to submit his decision in writing, after A through C have been followed and the Director has been apprised in writing of the decision at Step C.
- E. The aggrieved employee has a right to be represented by Counsel or by an official of his Bargaining Agent. If additional time is needed by either side regarding the above procedures, it must be given by mutual consent of both sides with the approval of the Director of the Department or the Administrator.
- F. Employees shall have the right to refrain from joining employee organizations and may present a grievance as an individual. The PBA can represent the individual under Public Law 303.
- G. Pertaining to Section 13.12 of Administrative Code, the Business Administrator shall establish an Employee Grievance Procedure, which shall be used to review and adjust informally such grievances as any employee or Department Head may present. Such review and adjustment shall be in accord with Article 1, Section 19 of the New Jersey Constitution

- H. Within ten (10) days of transmittal of a written answer by Administrator, if the grievance is not settled to the satisfaction of employer, employee or Bargaining Agent, either party to this agreement may request that this grievance be submitted to arbitration as provided below. A copy of the request for arbitration shall be sent to the Office of the Mayor by certified mail.
- I. The arbitrator shall be selected by both parties. The arbitrator must limit his arbitration to issues that were presented at time of the grievance. The arbitrator can only arbitrate those matters which are not in conflict with the Rules and Regulations of the Civil Service Commission. The arbitrator shall be selected from New Jersey State Board of Mediation, and then, in accordance with the procedures of the agency used. Expenses will be borne equally by the PBA and the Employer. Only the Employer and the PBA reserve the right to submit to arbitration. The arbitrator's decision shall be final and binding on both parties. The Arbitrators shall not have the ability to modify the contract.
- J. This grievance procedure shall be enforced as long as it is not in conflict with anything herein provided. It shall not be in conflict with Title II or Title 40 of N.J.S.A. or the Administrative Code of Jefferson Township, Section 13.7 to 13.15 of the Administration, Section 5.3, "Personnel" of the Administrative Code, or Rules and Regulations of the Jefferson Township Police Department.

SCHEDULE A
(for Section 8)

Salary and Wage Scale

Steps:

| | <u>Patrolman</u> | <u>Sergeant</u> | <u>Lieutenant</u> | <u>Captain</u> |
|---|------------------------|-----------------|-------------------|----------------|
| | \$11,159. 1st 6 months | | | |
| 1 | 13,135 | | | |
| 2 | 13,553 | \$17,781. | \$18,988. | \$20,196. |
| 3 | 14,156 | | | |
| 4 | 14,881 | | | |
| 5 | 15,605 | | | |
| 6 | 16,331 | | | |

A. The below listed personnel shall be paid in accordance with the above stated guide as follows:

| <u>NAME</u> | <u>STEP #</u> |
|-----------------|---------------|
| Capt. Rague | 1 |
| Capt. Mosedale | 1 |
| Lt. Marra | 1 |
| Lt. Merz | 1 |
| Lt. Wilsusen | 1 |
| Sgt. Ross | 1 |
| Sgt. Romanosky | 1 |
| Sgt. Distasi | 1 |
| Sgt. Hine | 1 |
| Sgt. Thomas | 1 |
| Sgt. Leach | 1 |
| Sgt. Gerndt | 1 |
| Ptl. Kowal | 6 |
| Ptl. Porcja | 6 |
| Ptl. Dunn | 6 |
| Ptl. Floyd | 6 |
| Ptl. Stearn | 6 |
| Ptl. Sedgeman | 6 |
| Ptl. McConley | 6 |
| Ptl. Boonstra | 6 |
| Ptl. Hart | 6 |
| Ptl. Stamer | 6 |
| Ptl. Turnberger | 6 |
| Ptl. Maas | 5 |
| Ptl. Trisolini | 5 |
| Ptl. Pielich | 5 |
| Ptl. McEllen | 5 |
| Ptl. Donnelly | 5 |
| Ptl. Collins | 5 |

- B. Any officer appointed to the position of Detective will receive additional compensation of \$700.00 per annum payable in two equal installments, in June and December. Detectives shall not receive overtime or call-out time.
- C. A patrolman's length of service shall be based upon his anniversary date of employment. The length of service of any officer above the rank of Patrolman, shall be based upon his anniversary date of promotion for promotional purposes only. Longevity shall be based upon the anniversary date of employment for all officers.
- D. Those officers employed or promoted prior to July First of any year shall be deemed employed or promoted the preceding January First for seniority calculations. Those officers employed or promoted subsequent to July First shall be deemed employed or promoted the subsequent July First for seniority calculations.
- E. If, at any time, a police applicant has prior police experience, the Chief of Police, at his discretion, with the approval of the Mayor, may place the applicant no further than the third (3rd) step in the attached salary guide.
- F. Any officer appointed during the term of this agreement will be placed at \$11,159. for the first 6 months and then go to Step #1 of the above stated guide. This excludes officers appointed under the special provisions of Paragrah "E".
- G. It is agreed by the Employer and the PBA that all promotions to a higher rank shall be made within the Division of Police as it exists at the time of said vacancy, except Chief. The Chief's position will be filled in with Civil Service regulations.
- H. Effective January 1, 1978, all police officers shall have their 1977 annual salaries increased by Eight Hundred and Two dollars (\$802.00) Each step in Section 8, Schedule A, equal one year of service and officers will automatically move up a step the first day of each year (January 1) and shall receive this compensation in the first paycheck in January. In the event a new contract has not been negotiated, the step increases will be automatically granted.
- I. This adjustment shall be in addition to any salary increment paid to eligible officers for calendar year 1978, by virtue of Paragraph "H" above.
- J. Any officer appointed or promoted during the calendar year of this agreement shall receive, pro-rated from his date of employment to the end of that calendar year, the eight hundred and two (\$802.00) salary adjustment provided for under Paragraph "I" above. The provisions of this paragraph shall apply to newly hired officers and newly promoted officers appointed during the term of this agreement.

SECTION 23. SEPARABILITY AND SAVINGS.

A. The Township and the Association recognize the possibility of a Economic Stabilization Program enacted by Congress, authorizing the President to establish controls regarding prices, rents, wages and salaries and agree to abide fully by its provisions and other applicable present or future Executive Orders or legislation. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes for 1978 or beyond cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

SECTION 24. FULLY BARGAINED PROVISIONS. This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, the parties hereby covenant and agree to be bound by this instrument and have hereunto set their hands and seals this 4th day of October, 1977.

ATTEST:

Janine A. Stahl
Clerk of the Township Council

THE TOWNSHIP OF JEFFERSON

Harvey ...
Mayor

[Signature]
President
Township Council

[Signature]
Administrator

WITNESS:

Jean M. Wittnebert

JEFFERSON TOWNSHIP POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 190

[Signature]
President