

20-1
AGREEMENT

This Agreement, made this 24th day of November, 1975,
between the Mayor and Council of the Borough of New Providence,
hereinafter referred to as the "Borough" or "Employer" and New
Jersey State Policeman's Benevolent Association, New Providence
Local Number 132, hereinafter referred to as the "P. B. A.",

Witnesseth:

Whereas, the parties have carried on collective bargaining
for the purpose of developing a contract covering wages and certain
other conditions of employment;

Now therefore, in consideration of the premises and mutual
agreements herein contained, the parties hereto agree with each
other in respect to the employees of the employer recognized as
being represented by the P. B. A. as follows:

ARTICLE I

RECOGNITION

The employer hereby recognizes the aforementioned P. B. A. as
the exclusive representative for all its patrolmen, sergeants and
lieutenants in its police department in New Providence, New Jersey,
but excluding the Chief of Police and all other employees.

ARTICLE II

MANAGEMENT RIGHTS

The P. B. A. recognizes that there are certain functions,
responsibilities and management rights exclusively reserved to the
employer. All of the rights, powers and authority possessed by

the employer prior to the signing of this Agreement are retained exclusively by the employer subject only to such limitations as are specifically provided in this Agreement.

ARTICLE III
GRIEVANCE PROCEDURE

Section 1.

To provide for the expeditious and mutually satisfactory settlement of grievances, it is understood by the parties that this procedure shall be the sole method used for the resolution of complaints of members of the P.B.A. The procedure shall be as follows:

Step 1. An officer with a grievance shall first discuss it orally with his supervising sergeant or other immediate superior either directly or through the P.B.A.'s designated representative for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1. or if no decision has been rendered within three working days after presentation of the grievance at Step 1., he may file a written grievance with his supervising sergeant or other immediate supervisor. A meeting on the written grievance shall be held within five working days of the filing of the written grievance between the supervising sergeant, the aggrieved party and the P.B.A.'s designated representative. A decision thereon shall be rendered in writing by the supervising sergeant within five working days after the holding of such meeting.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2. or if no written decision

has been rendered within five working days after the presentation of that grievance at Step 2., the matter may be referred by the P.B.A. or the aggrieved party to the Chief of Police. A meeting on the grievance shall be held between the grievant and the Chief of Police at which a representative of the P.B.A. must be present. Said meeting shall not be public unless the parties so agree in writing. The Chief of Police shall render a final written decision within seven working days of the date of the meeting.

Step 4. If the aggrieved party is not satisfied with the disposition of his grievance at Step 3. or if no written decision has been rendered within seven working days after the presentation of that grievance at Step 3., the matter may be referred by the P.B.A. by its designated representatives to the Police Committee of the Borough Council. A meeting on the grievance shall be held between the P.B.A. and the Police Committee of the Borough at which meeting the parties may be represented. Said meeting shall not be public unless the parties so agree in writing. The Police Committee of the Borough Council shall render a final written decision within seven working days of the date of the meeting.

Step 5. If the aggrieved party is not satisfied with the disposition of his grievance at Step 4. or if no written decision has been rendered within seven working days after the presentation of that grievance at Step 4., the matter may be referred by the P.B.A. by its designated representative to the Mayor and Council. A meeting on the grievance shall be held between the P.B.A. and the Mayor and Council at which meeting the parties may be represented.

Said meeting shall not be public unless the parties so agree in writing. The Mayor and Council shall render a final written decision within fifteen days of the date of the meeting.

Section 2.

The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

Section 3.

A grievance must be presented at Step 1. within one week from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not be thereafter considered a grievance under this Agreement.

Section 4.

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 any employee is not represented by the P.B.A., the P.B.A. shall have the right to have a representative present and state its views at all stages of the grievance procedure.

ARTICLE IV

SALARIES

Effective January 1, 1976, the salary schedule for all officers recognized as being represented by the P.B.A. shall be as set forth as in Schedule "A" which is attached hereto and made a part hereof.

ARTICLE V

LONGIVITY

Section 1.

All officers covered by this Agreement shall be entitled to and paid longevity payments and adjustments as follows:

Upon the completion of four (4) years of service and thereafter	2%	of base pay
Upon the completion of eight (8) years of service and thereafter	4%	of base pay
Upon the completion of twelve (12) years of service and thereafter	6%	of base pay
Upon the completion of sixteen (16) years of service and thereafter	8%	of base pay
Upon the completion of twenty (20) years of service and thereafter	10%	of base pay

Section 2.

Notwithstanding the provisions of the foregoing Section 1., no employee shall be entitled to receive longevity payments in excess of \$1,700 in any one calendar year.

Section 3.

Said longevity payments shall be calculated and paid in accordance with the practices as they existed prior to the effective date of this Agreement.

ARTICLE VI

COURT TIME

In the event that an employee, regardless of rank, is required to appear in Municipal Court on his off-duty time in connection with the performance of his duties as a police officer, said employee shall receive \$25.00 for each court appearance.

ARTICLE VII

SICK LEAVE

All officers with service of less than one year, shall be allowed one day of sick leave for every full month of employment up to ten months.

Effective January 1, 1974, after one full year of service, officers may accumulate or will be paid for a maximum of fifteen (15) working days per year for sickness absence, if such absence is due to bona fide illness. Unused sick leave automatically accumulates with each year of completed service up to a maximum of one hundred twenty (120) days, except that when accumulated sick leave falls below one hundred twenty (120) days, sick leave may be subsequently accumulated at the rate of fifteen (15) days per year until the one hundred twenty (120) days maximum is reached.

Effective January 1, 1974, all officers who have at least ninety (90) days accumulated sick leave shall be permitted to apply any unused sick leave days in excess of ninety (90) days toward, but not to exceed, the one hundred twenty (120) day maximum

ARTICLE VIII

RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the officers are presently enjoying, shall be maintained and continued by the employer during the term of this Agreement at not less than the highest standards in effect at the

commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE IX

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the P.B.A. because of membership or activity in the P.B.A. The P.B.A. or any of its agents shall not intimidate or coerce employees into membership. Neither the employer nor the P.B.A. shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE X

In the event that any Federal or State legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate any such invalidated provisions.

ARTICLE XI

OFF-DUTY ASSIGNMENTS

Off-duty attendance at certain Borough-required functions shall be paid for at the rate of \$10.00 per hour or straight time

hourly earnings, whichever is higher.

ARTICLE XII

PERSONAL LEAVE TIME

Each member shall be entitled to 5 personal leave days per year. In the event a member shall have unused personal leave days from the previous calendar year, he shall be entitled to add them to his vacation in the succeeding calendar year. For the purposes of this contract, members shall be entitled to add to their 1976 vacation unused personal leave time remaining from the calendar year 1975.

ARTICLE XIII

CLOTHING ALLOWANCE

In addition to the annual clothing allowance which is currently being provided to each officer by the Borough, each officer shall receive an annual maintenance and laundry allowance of \$175.00. Said allowance shall be paid in cash or by check on the first ^{Monday} pay day in December, provided, however, such payments shall be prorated for new employees based upon time employed during the year.

ARTICLE XIV

INSURANCE

The Borough agrees to provide and pay for the premium for Blue Cross and for the Blue Shield - Rider J Prevailing Fee Program. Additionally, the Borough agrees to provide and pay for a Major Medical Program which shall include the following:

(a) \$1,000,000. lifetime maximum benefit, a \$100. calendar year deductible and an 80% Co-Insurance Benefit for the first \$2,500. of eligible expenses incurred and a 100% benefit of the excess in a given calendar year. The Borough agrees to provide the aforementioned insurance benefits to all officers and their eligible dependents.

ARTICLE XV

DURATION

This Agreement shall become effective on January 1, 1976 and shall terminate the later of December 31, 1976 or the date on which a substitute Agreement is executed. If either party desires to change this Agreement it shall notify the other party in writing at least sixty days before the expiration of this Agreement of the proposed changes and their desires to terminate this Agreement.

In Witness Whereof, the parties have herunto affixed their signatures.

ATTEST:

John B. Case
Geo. F. Schmitt

BOROUGH OF NEW PROVIDENCE

Edward M. Di...

NEW JERSEY STATE P.B.A.
NEW PROVIDENCE LOCAL # 132

Benedict H. Field

SCHEDULE A

Patrolmen - Probationary	\$11,600
4th Grade	12,275
3rd Grade	12,950
2nd Grade	13,625
1st Grade	14,300
Patrolmen - Detective	14,900
Sergeant	15,685
Sergeant - Detective	16,285
Lieutenant	17,515

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