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AGREEMENT BETWEEN THE BOROUGH
OF GLEN ROCK, NEW JERSEY, AND
NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.,
LOCAL 110, OF GLEN ROCK, NEW JERSEY.

### PREAMBLE

This Agreement is by and between the Borough of Glen Rock, a municipal corporation of the State of New Jersey, (herein referred to as "the Borough") and the New Jersey State Policemen's Benevolent Association, Inc., Local 110, of Glen Rock, New Jersey (herein referred to as "P.B.A."), formerly known as Patrolmen's Benevolent Association, Local No. 110, Glen Rock, New Jersey, a branch of the New Jersey State Policemen's Benevolent Association, Inc.

This Agreement dated this 22 NO day of Avovst 1975 between the Borough and the P.B.A. shall be effective as of and from January 1, 1975 to December 31, 1976, inclusive.

It is agreed and acknowledged by both parties and that it is the desire of both parties to cooperate to maintain the mutually satisfactory conditions of employment and harmonious relations heretofore experienced between the parties, and further that every effort will be made to maintain this atmosphere.

#### ARTICLE I

Section 1. Recognition - The Borough and the P.B.A. agree that during the term of this Agreement, the P.B.A. will act as the exclusive collective bargaining representative of the personnel of the Glen Rock Police Department as set forth below.

Section 2. Covered Personnel - All full-time members of the Department regularly and normally employed by the Borough as policemen except the Chief of Police, the first deputy chief or next ranking senior officer and temporary patrolmen, who have not completed the probationary period. Specifically excluded are school crossing guards, special patrolmen, constables, marshals, reserve policemen, and police dispatchers.

### ARTICLE II

Section 1. Administration - Nothing in this Agreement shall be construed to alter or impair in any manner the exclusive right of the Borough to administer the department and control the work of its personnel.

Section 2. Department Regulations - It is understood that the efficient operation of the Department requires the Borough to establish a Code of Rules and Regulations of the Department for the operation of the Department.

### ARTICLE III

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Section 1. Wages - The following salary schedule effective January 1, 1975, and in force until December 31, 1975 is the established annual salary rate for all covered personnel except those in a probationary status as of the date of this contract.

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Lieutenant Sergeant	17,150.00 15,950.00
Patrolman, upon completion of 3 years of service after probationary status	\$ 14,750.00

Section 2. Wages - The following salary schedule effective January 1, 1976, and in force until December 31, 1976 is the established annual salary rate for all covered personnel except those in a probationary status as of the date of this contract.

Lieutenant Sergeant	17,900.00
Patrolman, upon completion of 3 years	•
of service after probationary status	\$ 15,500.00

Section 3. Wages (a) The following salary schedule is established for all personnel in a probationary status as of the date of this contract:

For	period beginning January September 30, 1975	1,	1975	through	\$ 10,755.00
For	period beginning October December 31, 1975	1,	1975	through	\$ 11,778.00
For	period beginning January September 30, 1976	l,	1976	through	\$ 12,528.00
For	period beginning October December 31, 1976	1,	1976	through	\$ 13,053.00

(b) The following salary schedule is established for all future personnel who are hereafter employed in a probationary status following the date of this contract:

Probationary - base pay

9,755.00

\$ 15,500.00.

Upon completion of probationary status	\$ 10,191.00
For period beginning one year from date of completion of probationary status	\$ 11,627.00
For period beginning two years from date of completion of probationary status	\$ 13,063.00
For period beginning three years from date	

of completion of probationary status

#### ARTICLE IV

Section 1. Longevity - In addition to the annual salary schedules contained in Article III, compensation will be paid based on the length of continuous service of all personnel. Such longevity compensation shall be calculated at the rate of 2% of the annual salary for each completed four years of service, with 2% to be paid after four years of service, 4% after eight years of service, 6% after twelve years of service, 8% after sixteen years service and 10% after twenty years service, and 12% after 24 years or more of service. Such longevity compensation computed on an annual basis, shall be included in the regular salary payment check and will take effect in each instance on January 1st or July 1st next following the anniversary date for which the longevity compensation is earned or is increased. For purposes of calculating longevity payments, the date of hire as a probationary patrolman shall be considered the starting date in such computations.

Section 2. Holidays - The benefits of twelve holidays will accrue to all covered personnel, six days of which may not be worked and six days of which may be worked with additional compensation at the single time rate for all such days works, with all of the above scheduled in accordance with existing procedure.

Section 3. Overtime - Additional compensation for overtime hours worked will be paid to all personnel in accordance with existing procedure at the rate of \$7.10 per hour during the calendar year 1975, and for overtime hours worked during the calendar year 1976 will be paid at the rate of \$7.40 per hour. In the event an employee is served with a subpoena in a criminal matter to be tried outside the Borough on the employee's time off and is requested to stand by and wait until his testimony is needed, then said employee shall be paid two (2) hours of overtime pay.

Section 4. Vacation - Consecutive days off with full compensation, or at the option of the employee, non-consecutive days will be provided as follows: one year of completed service including probationary period, ten scheduled working days; after ten years of service, fifteen scheduled working days; after twenty years of service, twenty scheduled working days. For purposes of interpreting this section, days off for vacation shall include the normal days off to which said employee would be entitled in accordance with existing procedures. By way of example: after one year of completed service, each employee is entitled to a vacation of ten scheduled working days. In addition, said employee's vacation period would include four additional days off, which would result in a vacation period being the equivalent of two calendar weeks.

Section 5. Court Time - \*Additional compensation, based on the overtime provision of this Article, will be paid for court appearances, when such occur during normal off-duty hours, with a minimum of two hours for each such appearance, in accordance with existing procedure.

- Section 6. Hospitalization The Borough will continue to provide the hospitalization and major medical benefit program presently being provided to the P.B.A. In addition to the foregoing, the Borough will provide the same hospitalization and major medical coverage received by the full-time members of the Department to members who have retired or who do retire from the Department during the term of this agreement provided, however, the right of a retired member to such hospitalization and major medical coverage shall be subject to the following:
- (a) The retired member shall have had 25 years of accredited service prior to retirement; and
- (b) He shall have attained the age of 51 years prior to the time of his retirement.
- (c) In the event the retired member, after retirement, becomes employed by an employer who makes available to him a hospitalization plan, whether contributory or non-contributory, the obligation of the Borough to continue to cover such retired member in the Borough's hospitalization program shall cease and he shall not be again eligible for coverage under the Borough's program.
- (d) In the event a retired member, after retirement, becomes gainfully self-employed in excess of 20 hours per week, the obligation of the Borough to continue to cover such retired member in the Borough's hospitalization program shall cease and he shall not be again eligible for coverage under the Borough's program.
- (e) Upon written request of the Borough any retired member, from time to time, will supply, under oath, such information relative to his employment, if any, and the availability of hospitalization from his employer as the Borough may reasonably deem necessary as a condition for such retired member's continued participation in the Borough's hospitalization program.

The Borough will, as may be required by law or regulation, adopt such resolutions or ordinances necessary to make effective the hospitalization program for retired members.

Nothing herein, however, shall be deemed to limit a retired member's rights to hospitalization at the Borough's expense in the event the retirement is due to disability prior to the member having reached the age of 51 years and 25 years of accredited service.

Section 7. Education Incentives - The Borough will provide at the rate of \$18.00 additional compensation for each college credit or point earned on or after the effective date of this agreement when such credits or points are awarded by an accredited school, college or university for such courses related to police work as approved by the Borough. Said compensation will be paid in one installment annually, in the first salary check of the year following the accreditation

or increase in accreditation of the employee, the foregoing will be paid on a retroactive basis for credits earned after but not before the beginning of this program in 1969, including credits leading to a Master's degree. It shall not include, however, courses taken at the Bergen County Police Academy. Such compensation will be limited to \$2,340.00 per year for each member of the Department.

Section 8. Limitation of Extra Compensation - Additional compensation as described herein will not be computed as annual salary for purposes of longevity payment, nor shall any such compensation benefit be construed to be in lieu or an extension of annual salary.

### Section 9. Sick Leave -

- (a) As used in this sub-section "Sick Leave" shall mean paid leave that may be granted to all covered personnel, who through sickness or injury become mentally or physically incapacitated to a degree that makes it impossible for them to perform the duties of their position, or who are quarantined by a physician because they have been exposed to a contagious disease.
- (b) A certificate from the employee's and/or employer's doctor may be required as sufficient proof of the need for sick leave.
- (c) All covered personnel shall accumulate sick leave on the basis of 20 days of sick leave per year. All covered personnel shall begin with 5 days of sick leave for every 3 months of employment, from the date of their appointment, but shall not exceed 120 days. Henceforth, sick leave shall be accumulated from year to year, but not to exceed 120 days of earned sick leave. At the time of separation due to retirement, each employee shall be compensated on the basis of 1/2 day per full day of sick leave accumulated and not previously used (All days herein referred to shall be working days).
- (d) The Borough shall provide Disability Insurance for all covered personnel, which would take effect on the ninetieth calendar day of the covered employees sickness. The foregoing policy will provide disability benefits of 80% of the monthly full time salary, with a maximum of \$1,000.00 per month.
- (e) When a member of the covered personnel is sick for more than ninety calendar days and the disability policy shall commence paying benefits, the Borough may discontinue its payment of wages until the employee returns to his employment. Sick days taken by the covered personnel after the ninetieth day shall not be considered in determining sick days under Article IV Section 9(c).

## ARTICLE V

Section 1. Qualification for Appointment - The Borough may, at its option, appoint to the Police Department as probationary patrolmen any person it deems qualified in

accordance with a Standard of Qualifications the Borough may from time to time establish and at such annual salary schedules as it may establish for such appointees. It is understood that such appointees will not receive an annual salary greater than that established as maximum for patrolmen.

#### ARTICLE VI

Section 1. Grievance, Definition - A grievance is defined as any alleged violation of this agreement arising as a result of a difference of opinion as to the interpretation or application of this agreement. Both parties agree to make a prompt and earnest effort to settle any grievance in accordance with the general procedures of this Article. Any grievance not presented for consideration within the time limits established for each step in the Grievance Procedure shall be deemed to be waived and the grievance settled. The term "days" where used herein shall be deemed to mean regular working days specifically inclusive of all holidays, Sundays and regular days off. There shall be no suspension of work during the process of any grievance and the "status quo" shall be maintained at all times.

#### Section 2. Grievance Procedures -

- Step 1. The respective employee will consult with his immediate superior within 24 hours of the instance of the alleged grievance to determine if a grievance does, in fact, exist.
- Step 2. A written description of the grievance and its suggested remedy must be filed with the Chief of Police or his acting deputy and the Chairman of the PBA within twenty-four hours after Step One of this Section if Step One has not resolved the alleged grievance.
- Step 3. The Chief of Police or his deputy, will render his adjudication in writing within forty-eight hours after Step 2.
- Step 4. If the alleged grievance is not resolved by the adjudication, the Chief of Police will present a written description of the alleged grievance to the Chairman of the Police Safety Committee of the Borough Council or to such persons or committee designated by the Council.
- Step 5. The Chairman of the Public Safety Committee, acting on behalf of the Borough Council, shall render within forty-eight hours of receipt of an alleged grievance, its written adjudication.
- Step 6. If an alleged grievance remains unresolved, either party may at its option, within forty-eight hours of the receipt of the Council's adjudication, request mediation by Alexander Fasoli, Esq. In the event Mr. Gasoli is unwilling or unable to serve, then it is agreed that the mediator shall be the senior clergyman in the service resident.
- Step 7. If after mediation has commenced either party desires to submit the issue to binding arbitration it may do so by notification of the other party and the

mediator. The arbitrator may be selected by mutual agreement of the parties or in the event of failure to mutually agree, the arbitrator shall be designated by the State Board of Public Employment. The decision of the arbitrator shall be binding and final on the parties. The expense of arbitration proceedings shall be shared equally by the Borough and the PBA.

# ARTICLE\_VII

Section 1. Effective Date - This agreement shall it effective upon its execution by the Borough and the P.B.A. but shall be retroactive in all its terms and conditions This agreement shall be to January 1, 1975 and shall remain in force, without change, until December 31, 1976.

Renewal - Negotiations for a renewal of this agreement, or renewal with amendments or changes, shall begin not later than 60 days prior to the date of expira-Section 2. tion of this agreement, and shall continue as necessary to reach agreement or until such negotiations are terminated by either party upon 10 days notice. The parties, however, by mutual agreement, may open discussions prior to November 1, 1976 relative to the provisions concerning longevity compensation (Article IV Section 1) in any contract term subsequent to December 31, 1976.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their names and in their behalf by their respective representatives thereupon duly august duy of authorized, on this 22nd

ATTEST

THE BOROUGH OF

ATTEST:

NEW JERSEY STATE POLICEMENUS BENEVOLENT ASSOCIATION, INC., LOCAL 110, OF GLEN ROCK, NEW JERSEY