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Union County

1974

RESOLUTION 2964

Offered by Councilman Jones

BE IT RESOLVED, by the Mayor and Council of the Borough of Garwood that it enter into an Agreement with the Policemen's Benevolent Association, Local no. 117, for the year 1974. The terms of said Agreement are attached hereto and made a part of the within resolution.

BOROUGH OF GARWOOD

By: John Mc Cartey
MAYOR JOHN MC CARTHEY

ATTEST:

By: Phyllis Mone
PHYLLIS MONE, BOROUGH CLERK

Offered by Councilman _____

Seconded by Councilman _____

Dated: July 9, 1974

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AGREEMENT
BETWEEN THE BOROUGH OF GARWOOD
AND POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 117

This Agreement made and entered into in Garwood, New Jersey, this 9th day of July, 1974, between the Borough of Garwood, in the County of Union, hereinafter referred to as the "Borough" or "Employer" and the Policemen's Benevolent Association, Local No. 117, hereinafter referred to as the "PBA".

WITNESSETH

WHEREAS, the Borough and the PBA recognize and declare that providing quality police protection for the Borough is their mutual aim; and,

WHEREAS, the Borough has an obligation, pursuant to Chapter 303, Public Laws of 1968, to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Borough hereby recognizes the PBA as the sole and exclusive representative and bargaining agent for all employees of the Police Department, excluding the Chief of the Department for the purpose of collective negotiations with respect to salaries, hours of work, claiming benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters.

ARTICLE II
POLICEMAN'S RIGHTS

Pursuant to Chapter 303, Public Laws of 1968, the Borough hereby agrees that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted 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 or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, of the Public Laws of 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE III
GRIEVANCE PROCEDURES

Section 1. Procedures

The procedure for adjusting grievances shall provide the Officer with full opportunity for presentation of his grievance and for the participation of the PBA representatives. Should a dispute arise between the Borough, the PBA and any member Officer as to the meaning, application or operation of any provision of this Agreement, such dispute or difference shall be presented by any one of the parties within no more than three (3) days from

the time the same arose, and settled in the manner prescribed herein. The procedure hereby established, unless by mutual consent changed or waived in part or entirety, shall be as follows:

Step A. The appropriate PBA representative, the aggrieved party, and the Chief of the Department or his representative may reach a settlement of the dispute: if they fail to reach an agreement within five (5) days, the aggrieved party shall furnish a written statement of the grievance to the Police Commissioner on a form provided by the Borough for automatic referral to Step B.

Step B. A member or members of the Grievance Committee designated by the PBA, and the Police Commissioner shall attempt to settle the dispute within five (5) days or the dispute will automatically be referred to Step C.

Step C. A member or members of the Grievance Committee, designated by the PBA, and the Mayor and Council may attempt to settle the dispute within fifteen (15) days or the dispute shall be submitted within seven (7) days thereafter to the New Jersey State Public Employment Relations Commission for binding arbitration. The grievance procedure shall not apply to questions concerning salary, compensation or longevity.

ARTICLE IV

VACATIONS AND HOLIDAYS

Section 1. Vacations

Police Officers shall receive annual vacations as follows:

(a) All police officers who have not completed one year of service shall receive one week vacation after completion of probationary period from the date of his appointment.

(b) Officers who have been continuously employed for not less than one year up to ten years shall be entitled to a vacation of two weeks with pay.

(c) Officers who have been continuously employed for not less than ten years up to twenty years shall be entitled to a vacation of three weeks with pay.

(d) Officers who have been continuously employed for not less than twenty years up to twenty-four years shall be entitled to a vacation of four weeks with pay.

(e) Officers who have been continuously employed for over twenty-four years shall be entitled to a vacation of five weeks with pay.

Section 2. Holidays

All police officers shall receive eleven holidays per year which days are to be taken off at the employee's discretion with the approval of the Chief of the Department.

Section 3.

In the event holidays or vacations are not taken by December 1st, the employee shall be paid for the remaining days at the prevailing rate, up to a maximum of five days for the unused holidays or vacation days.

Section 4.

Upon regular retirement each officer shall be entitled to one calendar month terminal leave provided said officer is eligible for regular retirement under the Police and Firemen's Retirement System exclusive of disability retirement, and provided that said officer advises the Mayor and Council in writing on or before December 1 of the preceding year of his intention to retire. In addition each officer shall be credited with one additional day of terminal leave for each five days of sick leave accumulated and not used during the term of his employment commencing from January 1, 1974. The Chief of Police shall submit monthly and annual reports to the Mayor and Council which shall include information with respect to sick leave used and accumulated by each officer.

ARTICLE V

LONGEVITY

Effective January 1, 1974, the following shall be the longevity schedule:

| <u>Years Completed</u> | <u>Amount</u> |
|-----------------------------|---------------|
| Upon completion of 5 years | \$ 75.00 |
| Upon completion of 10 years | \$150.00 |
| Upon completion of 15 years | \$300.00 |
| Upon completion of 20 years | \$450.00 |
| Upon completion of 25 years | \$600.00 |

ARTICLE VI

SICK LEAVE

A. Police Officers shall be granted fifteen (15) days sick leave per year in addition to sick leave which is covered by insurance for which police officers shall receive up to six months pay while out due to sickness or accident, which is not job connected. The Borough may continue full pay after this period at its discretion as has been past practice.

B. When ill, a Police Officer shall check in with the officer on the desk, and after the second day out, the employee may be requested to submit a doctor's certificate to the Chief of Police to substantiate his absence.

C. Police Officers injured on the job shall be duly compensated until he returns to duty.

ARTICLE VII

CLOTHING ALLOWANCE

All new policemen shall receive a full uniform upon appointment, all other policemen shall receive clothing and equipment as needed to replace worn or replaced items. The detective shall receive up to \$200.00 by voucher to purchase necessary civilian garb.

ARTICLE VIII
EMERGENCY TIME OFF

A. Death in the Family

In the event of death of a policeman's wife, child, brother, sister, mother, father, mother-in-law or father-in-law, the policeman will be granted a leave during the period from wake until burial not exceeding four (4) days. A policeman will be granted leave of one (1) day (day of burial) in the event of the death of the brother, sister, or grandparents of his spouse.

B. Emergency

In the event of an emergency, illness or accident to a member of the family, a policeman shall be given one duty day or evening off with pay upon notice to the duty officer. For the purpose of this Article, policeman's family shall include the wife, child, parent, brother and sister of the policeman.

ARTICLE IX

INSURANCE

A. Health Benefits

The Borough shall maintain Blue Cross, Blue Shield, including Rider J, and a Major Medical Family Plan for police officers and their families.

B. Other Insurance

The Borough shall provide liability insurance, Workmen's Compensation insurance, and false arrest insurance for all police officers, and in the event criminal or civil charges are brought against a police officer as a result of performance of his duty, the Borough shall provide him with an attorney of his choice to defend such action. The attorney chosen shall be agreeable to the Mayor and Council.

ARTICLE X

HOURS OF WORK, SALARIES AND OVERTIME

A. Hours of Work

There shall be three eight hour shifts, beginning as follows: 8:00 A. M. to 4:00 P. M., 4:00 P. M. to 12:00 midnight; 12:00 midnight to 8:00 A. M.

B. Salaries

Effective January 1, 1974, salaries for each member of the police department shall be as follows:

| | |
|-----------------------|-------------|
| Chief | \$14,950.00 |
| Captain | \$13,830.00 |
| Lieutenant | \$13,155.00 |
| Sergeant | \$12,590.00 |
| Patrolman (Detective) | \$12,135.00 |
| Patrolman, Class A | \$11,800.00 |
| Patrolman, Class B | \$11,295.00 |
| Patrolman, Class C | \$10,785.00 |

Pay day shall be every two weeks.

C. Overtime

Police officers shall be paid straight time for any overtime worked or shall receive compensatory time at the police officer's option. In the event a police officer is called back to duty as a result of an emergency or for appearance in court, he shall receive a minimum of two hours overtime.

D. Regular Police Officers' Preference

When the two-weeks schedule of duty is posted, the regular Police Officer will be given preference for an open shift over Special Police Officers. This provision shall not permit double shifts and it shall be in effect until August 7, 1974 unless extended by the Borough.

ARTICLE XI

MISCELLANEOUS

A. Educational Benefits

The Borough shall reimburse tuition, books, and travel expenses in the event a police officer attends a police related school, in furtherance of his education, if said school is authorized by the Mayor and Council.

B. Mileage Allowance

Policemen shall be allowed 20¢ per mile when they use their own vehicle for any police purpose.

C. Prior Practices

All other rights, benefits, privileges, duties, responsibilities and requirements affecting police officers which are not specifically provided for or abridged by this Agreement, including those which are provided for by resolution, ordinance or regulations, now or in the future, shall be applicable provided they are not in contravention of any laws of the State of New Jersey or inconsistent with the terms of the within Agreement.

ARTICLE XII

DURATION

The term of this Agreement shall commence on January 1, 1974 and extend through December 31, 1974.

All other provisions of the Contract for the year 1974 not inconsistent herewith shall remain in full force and effect and all inconsistent provisions of said Contract are hereby repealed.

BOROUGH OF GARWOOD

By: John Mc. Carthy

MAYOR JOHN MC CARTHY

ATTEST:

By: Phyllis Mone

PHYLLIS MONE, BOROUGH CLERK

P.B.A. LOCAL NO. 117

by: Daniel Swayze

DANIAL SWAYZE, PRESIDENT

ATTEST:

By: Donald Legg

DONALD LEGG, DELEGATE