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THIS DOES NOT
CIRCULATE

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AGREEMENT

AGREEMENT, dated the 1st day of February,
1975, by and between the Township of Calloway, State of
New Jersey State Policemen's Benevolent Association, Main-
land Local number seventy seven hereinafter referred to
as "PSA #77".

Atlantic County

ARTICLE I - PURPOSE

This agreement is entered into pursuant to the
provisions of Chapter 203, Laws of 1968 (N.J. Revised Statute
10:112-5.1 et seq.) of the State of New Jersey, to promote
and secure harmonious relations, cooperation and understand-
ing between the City and its employees; to provide for the
resolution of legitimate grievances; to describe the rights
and duties of the City and its employees; all in order
that the public service of the City be unimpeded and unaffected
by the most intense form of the activities of the Township of
Calloway.

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ARTICLE III - GRIEVANCE PROCEDURE

DEFINITION - A grievance is any dispute between the parties concerning the application or interpretation of the agreement or any complaint by an employee as to any action or non-action which violates any right arising from his or their employment.

STEP I - All grievances by an employee and responses thereto by the City, shall be submitted in writing within ten (10) days of its occurrence or the knowledge of its occurrence. PBA #77 shall appoint an "Association Grievance Committee", hereinafter referred to as the "Committee", and the Committee shall receive, screen and process all grievances within five (5) days of written receipt. The processing of grievances shall take place without discrimination and irrespective of membership in or affiliation with PBA #77.

STEP II - The Committee shall, within five (5) days after screening and acceptance of a grievance, submit the grievance to the Chief of Police for resolution. The Chief of Police must render a decision within five (5) days of receipt in writing.

STEP III - In the event the grievance is not resolved in step II, either party may within five (5) days after the decision in step II, refer the grievance to the Township Committee for resolution. The Township Committee must render a decision within fifteen (15) days of receipt of the grievance in writing.

STEP IV - In the event the grievance is not resolved in step III, either party may refer the matter for impartial binding arbitration. Any party wishing to move a grievance to arbitration shall notify the New Jersey Public Employment Relations Commission within ten (10) days of receipt of the decision in step III that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Committee.

ARTICLE IV - NON-DISCRIMINATION

The City and Employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, with respect to employment, or opportunities for improvement of jobs such as promotions, or as a condition of employment. The City further agrees that it will not interfere with nor discriminate against an employee because of membership in or affiliation with, or legitimate activity on behalf of PBA #77, nor will the City encourage membership in any other association or union or do anything to interfere with the representation of the employees by PBA #77.

ARTICLE VI - MANAGEMENT RIGHTS

It is understood by PBA #77 and the Employees that nothing contained in this agreement shall alter or deprive the City of any of its rights to govern the Police Department as set forth in the City Charter or any State law or regulation.

The City, PBA #77 and the Employees understand and agree that the Chief of Police and other officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this agreement and they shall be objective in their dealings with all personnel subordinate to them.

ARTICLE VIII - POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Laws of 1968, of the State of New Jersey, the City agrees that every policeman shall have the right freely to organize, join and support the PBA #77 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 City agrees that it shall not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by Chapter 303 or other laws of the State of New Jersey and the Constitution of the United States; that it shall not discriminate against any employee with respect to hours, wages, or other terms and conditions of employment by reason of his membership in the PBA or its affiliates, or his participation in any of their activities, or his institution of any grievance or proceeding under this agreement. Elected officers of PBA #77 employed by the City, shall be granted time off from their regular work schedule to attend negotiating sessions, grievance proceedings and meetings of PBA #77 provided that the efficiency of the police department is not seriously affected and such matters shall apply to the employees of the City.

ARTICLE X - VACATIONS

An employee, after completing one years service, and according to the following schedule thereafter, shall be entitled to a paid vacation annually:

Upon completing one years service up to 5 years..10 working days

Upon completing 5 years service up to 10 years...12 working days

Upon completing 10 years service up to 20 years..18 working days

Upon completing 20 years service and thereafter..20 working days

B. It is the intent of this Article to ensure personnel covered by this agreement shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. This Article shall be in effect from January 1, 1975. It is further agreed by the City that the vacation days to which the employees are entitled will be given off by the end of the calendar year in which they are earned.

ARTICLE XI - LEAVES CONTINUED

B. FUNERAL LEAVE

(1) Special leave of absence with pay up to a maximum of four (4) working days shall be granted to any employee in case of death within his immediate family.

(2) The term "immediate family" shall include only father, mother, step-parent, mother-in-law, father-in-law, grandparent, sister or brother, spouse, child or foster child of an employee, or relatives residing in his household.

(3) The special leave period shall commence immediately following the death of such persons and the notification of the department by the employee, and is for the sole purpose of arranging and attending funeral services. Such special leave may be extended without pay at the discretion of the Chief of Police. The above shall not constitute sick leave and shall be deducted from the employee's annual sick leave.

C. INJURY LEAVE

(1) Injury leave shall be granted with full pay to employees disabled through injury or illness as a result of, or arising from their respective employment.

(2) Any amount of salary or wages paid or payable to employees because of leave pursuant to this section (C) shall be reduced by the amount of workmen's compensation awarded under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the injury or illness requiring such leave.

D. LEAVE FOR PBA MEETINGS

The Executive Delegate and President (or appointed alternates) of PBA #77 shall be granted leave from duty with full pay for all meetings of the PBA when such meetings take place at a time when such officers are scheduled to be on duty, provided the affected officer gives reasonable notice to the Chief of Police.

ARTICLE XIII - ACTING OFFICER

Any employee who shall have been appointed to act for a senior officer and who shall have performed the duties thereof, for a continuous period of thirty days shall thereafter be granted compensation appropriate to such office for the time so held. This Section is effective from January 1, 1975.

ARTICLE XV - HOSPITALIZATION INSURANCE

A. The City agrees to provide New Jersey Blue Cross and Blue Shield hospitalization insurance with Rider "X" for all employees covered by this Agreement, at the City's expense.

B. The City further agrees to provide major medical insurance for all employees covered by this agreement, at the City's expense.

ARTICLE XVII - CONTINUATION OF BENEFITS
NOT COVERED BY THIS AGREEMENT

All practices and conditions not covered by this agreement shall continue to be governed, controlled and interpreted by reference to the City Charter, ordinances, rules and regulations of the police department, and any present or past benefits which are enjoyed by employees covered by this agreement, that have not been included in this agreement shall be continued.

ARTICLE XIX - DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 1975, until midnight December 31, 1975.

The parties agree that negotiations for a successor agreement and modifying, amending or altering the terms and provisions of this Agreement shall commence no later than September 1, 1975. It is understood that PBA #77 is seeking a successor agreement commencing from January 1, 1976. This Agreement shall remain in full force and effect until a successor agreement is reached.