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BOROUGH OF STANHOPE
POLICEMEN'S 1972 WAGE
AND BENEFIT CONTRACT

THIS AGREEMENT, made and entered into this 25th day
of September, 1972, by and between:

THE BOROUGH OF STANHOPE, a Municipal
Corporation, in the County of Sussex
and State of New Jersey;

party of the first part,
hereinafter designated
Stanhope;

AND:

STANHOPE POLICEMEN, of the Borough
of Stanhope, in the County of Sussex,
and State of New Jersey;

party of the second part,
hereinafter designated as
Representative;

WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 303
of the Laws of 1968 of the State of New Jersey, the Representative
submitted itself on behalf of the Stanhope Policemen of the Borough
of Stanhope, exclusive of the Chief; and

WHEREAS, Stanhope recognized the said Representative
for patrolmen, sergeants and lieutenants, and a contract was negotiated.

NOW, THEREFORE, it is hereby agreed as follows:

SECTION I. Term

The term of this Agreement shall be for the period
January 1, 1972 to December 31, 1973, inclusive.

SECTION II. Applicability

The provisions of this Agreement shall apply to
full-time employees of the Stanhope Police Department of the Borough
of Stanhope, excluding therefrom the Chief.

SECTION III. Salaries

(a) The salaries of the applicable employees of the

Police Department of the Borough of Stanhope for the term of this Agreement shall be as set forth in the 1972 Salary Ordinance.

(b) The salary is based on a forty (40) hour week and all assignments in excess of forty (40) hours will be compensated at a rate of a day off for each day worked; the selection of said day off to be at the discretion of the employer and only for hours worked in excess of forty (40) hours after the date of this Agreement.

(c) The compensation for sergeant shall be an additional Seven Hundred and Fifty (\$750.00) dollars per annum, plus patrolmen's salary as provided for in the Salary Ordinance. Nicholas Grego to be made full sergeant effective January 1, 1973.

(d) Effective January 1, 1973, the base patrolman's salary shall be increased by Nine Hundred (\$900.00) Dollars so that the 1973 salary will be as follows:

(1) Patrolman starting	\$ 7,500.00
(2) Patrolman, after one year	7,900.00
(3) Patrolman, after two years	8,650.00
(4) Patrolman, after three years	9,400.00

8650
7750
900
8650

SECTION IV. Vacation Time

(a) A paid vacation of one calendar week will be earned after six (6) months service.

(b) A paid vacation of two calendar weeks will be earned after twelve (12) months service.

(c) A paid vacation of three calendar weeks will be earned after (10) years service.

(d) A paid vacation of four (4) calendar weeks will be earned after fifteen (15) years of service.

(e) All vacations shall be in accordance with a schedule set by the Chief of Police.

SECTION V. Holidays

The employees of the Police Department subject to this Agreement shall receive ten (10) one day holidays to be selected by the patrolman, which holidays shall be with pay and are to be taken in accordance with the schedule set and established by the Chief of Police.

SECTION VI. New Appointments, Permanent or Temporary

Any employee of the Police Department subject to this Agreement appointed to a higher grade or temporarily acting in a higher grade by the action of the Stanhope Borough Council will receive the compensation for that appointed grade for the balance of the year remaining thereafter.

SECTION VII. Sick Leave

All members of the Police Department subject to this Agreement shall be entitled to sick leave for a total of twelve (12) sick days per year with pay which shall be accumulative to sixty (60) days total. After two consecutive days of illness, there shall be required upon the officer's return to duty, a note from a physician in respect to said illness which note shall be obtained and supplied to the Chief of Police by the officer involved.

SECTION VIII. Clothing and Cleaning Allowances.

Each officer shall be entitled to a One Hundred and Fifty (\$150.00) Dollar yearly clothing Allowance and a Fifty (\$50.00) Dollar yearly cleaning allowance for uniforms.

SECTION IX. Funeral Leave.

Each officer shall be entitled to funeral leave for a reasonable period of time, with pay, in the event of a death of a member of the immediate family (mother, father, sister, brother, husband, wife, child, mother-in-law, or father-in-law.)

SECTION X. Personal Leave

In the event that an officer required up to two (2)

days personal leave per year, he shall be so entitled, but only at the discretion of the Chief of Police and only on the condition that a written request for same be tendered three (3) days in advance.

SECTION XI. Moonlighting

Officers shall be entitled to have outside employment (moonlighting), not to exceed four (4) hours per working day, but only on receipt of written permission of the Chief of Police and the Police Committee prior to commencement of other employment.

SECTION XII. Leaving Area

The Chief shall be notified by any officer if said officer, when off duty, intends to leave the area.

SECTION XIII. Additional Courses

In the event of any officer completing any college law enforcement course or any other recognized police course, there shall be added to his salary Fifteen (\$15.00) Dollars per credit, but only upon the evaluation by the Chief of Police and Police Committee of the courses so taken; the additional pay being discretionary with the Chief of Police and Police Committee.

SECTION XIV. Existing Benefits

All existing benefits currently in force shall remain in force.

SECTION XV. Grievance Procedures

(a) Definitions

1. A "Grievance" is a claim by a policeman, sergeant or lieutenant, or the representative, the Borough Committee or the Chief of Police based upon the interpretation, application or violation of this Agreement, or arising from a lack of equality in treatment or employment or promotion.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve this claim.

4. "Policeman" is a full-time officer, including a sergeant or lieutenant, in the Stanhope Police Department.

5. The P R & R Committee is the Representative Committee on Professional Rights and Responsibilities.

(b) Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting policemen. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

(c) Grievance

1. Should any dispute or difference arise between the Borough and the Representative or its members as to the interpretation, application or operation of any provision of this Agreement, or arising from a lack of equality in treatment of employment or promotion, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows: (unless any step thereof is waived by mutual consent):

FIRST: Between the grievant, with the PR & R representative from the P.B.A., and his attorney if he chooses, and the Chief of the Department, together with the Police Committee and the Borough Attorney, if it chooses within ten (10) days after the event giving rise to

the grievance has occurred. The grievance shall be reduced to writing prior to said meeting. The Chief shall give his written answer within five (5) working days after the meeting.

SECOND:

(a) If the grievance is not settled at the first step, the grievant or the P R & R Representative from the P.B.A. may take written request for a second step meeting within twenty (20) days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within five (5) working days after the answer is received at the first step. The Chief shall set a meeting within five (5) working days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Borough Committee and the grievant with the P.B.A. representative. The Borough's answer to the second step shall be delivered to the P.B.A. within ten (10) working days after the meeting.

(b) A.P.B.A. member disciplined may, at his option, proceed initially to the second step of the grievance procedure. Grievances concerning such matters shall be filed in writing with the Borough Committee within five (5) working days after the discipline or the option under this

section shall be deemed waived. The second step grievance meeting on disciplinary matters shall be held within ten (10) working days after the request unless other arrangements are mutually agreed upon.

THIRD: If the aggrieved person or the PR & R representative is not satisfied with the handling or result of the grievance on the second level, he may within fifteen (15) days notify the Borough Committee that he wishes to take the matter to arbitration.

(a) Within fifteen (15) days after such written notice of submission to arbitration, the Borough Committee and the PR & R Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by the aggrieved party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(b) The arbitrator so selected shall confer with the representatives of the Borough Committee and the P R & R Committee and hold hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been

waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings or fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Borough Committee and the Representative and shall be non-binding on the parties.

(c) The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Borough Committee and the Representative. Any other expenses incurred shall be paid by the party incurring same.

ATTEST:

BOROUGH OF STANHOPE

BY: Robert Elshart

STANHOPE POLICEMEN

Nicholas L. Greco