

AGREEMENT

THIS AGREEMENT made the 1st day of January, 1983 by Passaic Township and between the TOWNSHIP OF PASSAIC, in the County of Morris, a municipal corporation of the State of New Jersey, hereinafter called "Township"; and the PASSAIC TOWNSHIP POLICEMEN'S ASSOCIATION, hereinafter called "Association";

In consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE 1 - RECOGNITION

The Township recognizes the Association as a negotiating unit composed of all patrolmen and sergeants of the Passaic Township Police Department ("police officers" or "officers") (excluding, however, Lieutenants, Captains and the Chief in said Department) which has been duly certified by the New Jersey Public Employment Relations Committee ("PERC") as the exclusive representative for purposes of collective negotiations with the Township. Both parties to this Agreement agree that the negotiations have been conducted in good faith regarding grievances and terms and conditions of employment.

ARTICLE 2 - TERM

The term of this Agreement shall be for the one year period commencing on January 1, 1983 to and including December 31, 1983.

ARTICLE 3 - APPLICABILITY

The provisions of this Agreement shall apply only to the members of the Passaic Township Policemen's Association.

ARTICLE 4 - SALARIES

Section 1. Effective January 1, 1983, the salaries of all officers covered by this Agreement will be increased

6.0% over each officer's base 1982 salary rate.

Section 2. In the event that a police officer is appointed to serve as a detective during his term in office as a patrolman or sergeant, said detective shall receive an additional sum of Eight Hundred Dollars (\$800.00), and the said sum is to be pro rated during his term of office as detective over and above the amounts provided for in Section 1 hereinabove.

ARTICLE 5 - PAY PERIOD

All pay periods shall be in accordance with the Public Employer's payroll procedure for all Township employees. Should the pay period fall on a holiday, the pay period shall be in accordance with Township procedure for all Township employees.

ARTICLE 6 - LONGEVITY INCREMENT

An increment in addition to the base salary shall be paid to patrolmen only for time of service as follows:

<u>Service Period</u>	<u>Increment</u>
0-3 years	None
4 years	2%
8 years	4%
12 years	6%
16 years	8%
20 years and over	10%

Such additional compensation shall be based upon the annual salary of each patrolman. No patrolman who works less than an average of thirty-five (35) hours per week in any one year shall be eligible for the said additional compensation. A patrolman who shall reach one of the longevity periods of service during any calendar year shall receive the additional compensation for that entire year. Any interruption of service shall not affect the computation of years of service, and all employment periods shall be used in making said computa-

tion. Any interruption of service due to a cause beyond control of the patrolman, such as military service, injury or illness, shall be considered as service for the purpose of determining the compensation of said longevity periods. Additional compensation of any nature, including overtime will not be considered in computing longevity payments.

It is specifically set forth in this Agreement that sergeants are not entitled to longevity increments and that any patrolman promoted to the rank of sergeant during the term of this Agreement shall no longer be entitled to longevity increments.

ARTICLE 7 - VACATIONS

(a) For the term of this Agreement an officer shall be entitled to vacation as follows:

1. During the first year of employment by the Township, five (5) days of vacation, provided the employee has worked for seven (7) months prior to July 1st of said year.

2. More than one year of service: The employee with one (1) or more years of service is entitled to vacation in accordance with the following schedule. The amount of vacation depends upon the amount of continuous service which he will attain before the calendar year ends.

<u>Years of Continuous Service Completed</u>	<u>Days of Vacation</u>
1 to 5	10
6 to 11 12	15
13 to to 20	20

(b) Each officer who has served in the employment of the Township for more than Twenty (20) years, shall be granted one additional day of vacation time for each year

over Twenty (20) up to a maximum of Five (5) additional days.

(c) Officers shall receive pay for vacation on the basis of regular salary for the period involved.

(d) Vacation benefits shall not accrue or be accumulated beyond the year of entitlement and shall lapse if not taken during the year of entitlement unless some other agreement is approved by the Township Committee of the Township of Passaic.

(e) Officers shall be entitled to vacation pay due them on separation in accordance with the established policy covering all municipal employees as specified by resolution of the Township Committee now in effect or as amended from time to time.

ARTICLE 8 - CALL OUT TIME

An officer called out on an emergency basis to administer breathalyzer, operate radar, operate video tape, maintain firearms qualifications and/or attend an instruction course, investigate fatalities, for special investigation photography or any other such duties called for and/or scheduled by the Chief of Police or other superior officer(s) shall be paid a minimum of ^{Three (3)} ~~two~~ (2) hours call-out time. When said call-out time is in excess of the officer's forty (40) hour work week, he shall receive compensation in accordance with Article 11 of this Agreement.

ARTICLE 9 - FUNERAL ATTENDANCE LEAVE

When the decedent is a legal or blood relative of the officer he shall be permitted to take time off without loss of pay for all his regularly scheduled hours of work occurring between the day of death and day after the funeral (both days inclusive) up to a maximum of five (5) days.

ARTICLE 10 - UNIFORM ALLOWANCE

(a) A uniform allowance of Three Hundred Dollars

(\$300.00) per officer for each year shall be allowed for the term of this Agreement.

(b) A maintenance allowance of Three Hundred Dollars (\$300.00) per officer for each year shall be allowed for the term of this Agreement.

(c) The Township will replace worn out leather goods at the discretion of the Chief of Police.

(d) A request for payment to the Township on voucher may be made for extraordinary repairs and/or cleaning. The terms extraordinary, as used in this section, shall mean abnormal or unusual damage sustained while performing police duties.

(e) Unused uniform allowance can be accumulated for a maximum period of three (3) years.

ARTICLE 11 - OVERTIME COMPENSATION

Police officers shall be compensated for overtime at the rate of time and one-half for police duties performed in excess of forty (40) hours in any consecutive seven (7) day period beginning with the first scheduled work day. An officer shall have the option to receive, in lieu of cash, compensatory time off (1 to 1 ratio). The compensatory time off may be accumulated up to three (3) days at any one time. The accumulated days off must be used by December 15th of the contract year unless otherwise provided by law. There shall be no pyramiding of overtime under this Agreement. (All training required in addition to normal police duties will be incorporated in the normal work week, whenever possible.)

ARTICLE 12 - WORK PERIOD AND SCHEDULE

All police officers shall work forty (40) hours per week on a schedule to be established by the Chief of Police. Police department policy, and in the absence thereof, the Chief of the Department, shall set all work schedules and

shifts.

ARTICLE 13 - HOSPITALIZATION

The Township shall maintain all present hospital and medical insurance programs in effect, specifically, the New Jersey State Division of Pensions State Health Benefits Program. During the term of this Agreement, the Township and the Association will meet to discuss the possibility of the Township's providing dental insurance.

ARTICLE 14 - OCCUPATIONAL INSURANCE

The Township shall obtain standard insurance for false arrest, malicious prosecution and liability for acts and omissions within the scope of police employment in amounts and from insurance companies considered appropriate by the Township Committee. The Township will provide the Association with one (1) copy of each policy required by this Article.

ARTICLE 15 - COURT ATTENDANCE

Officers not otherwise performing police duties who are required to attend court shall be entitled to receive, and Township shall pay, compensation in accordance with the following schedule:

(a) When such attendance or appearance occurs during the officer's assigned duty hours, he shall suffer no loss in compensation.

(b) When such attendance or appearance occurs outside the officer's duty hours, he shall receive a minimum of *Three 3* ~~two (2)~~ hours compensation, either compensatory time off from his regular duty hours or additional compensation as provided in Article 11 hereof.

ARTICLE 16 - HOLIDAYS AND PERSONAL ABSENCE

All full time police officers shall be entitled to twelve (12) holidays as follows:

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans Day
Election Day
Thanksgiving Day
Day following Thanksgiving Day
Christmas Day

(a) All holidays not taken shall be accumulated and shall be paid in compensation to the officer at his or her prevailing rate at the end of the calendar year.

(b) In addition to the above listed holidays, each employee who has notified the Chief of Police in advance shall be entitled to remain absent from normally scheduled police duties on three (3) days of his own selection, with pay.

ARTICLE 17 - REIMBURSEMENT FOR EXPENSES

Each officer shall be reimbursed or afforded expense funds in accordance with the schedule hereinafter set forth for all expenditures not otherwise compensable by the Township incurred by the employee for job-related functions. A function shall be job-related if it occurs during or results from the performance of police duties and is not otherwise compensated.

The following schedule controls where applicable:

<u>ITEM</u>	<u>COMPENSATION</u>
Use of personal automobile	\$.25 per mile used, plus parking and tolls
Breakfast	\$3.00
Lunch	\$5.00
Dinner	\$7.00

ARTICLE 18 - SICK LEAVE

(a) Police officers shall receive ten (10) days paid sick leave each year after one (1) year of service. Officers with less than one (1) year of service shall receive one (1) day of sick leave per month from the date of regular employment up to and including December 31, to the then current year, not to exceed ten (10) days.

(b) There is no limit to the amount of sick leave an officer can accumulate.

(c) Upon ~~retirement~~ ^{Termination of employment}, an officer has the option to either apply his accumulated sick leave, ~~up to a maximum of one hundred twenty (120) days~~ towards early retirement or be paid in one lump sum at his regular salary rate.

ARTICLE 19 - REIMBURSEMENT FOR EDUCATION COURSES

The Township shall compensate each officer enrolled in a college program, the successful completion of which results in an associate or bachelor degree in police science or criminal justice or related field. The amount of compensation shall be Eighteen Dollars (\$18.00) for each credit earned, upon receipt of a certificate that the patrolman has attained a grade of "C" or better. In addition, the Township shall reimburse each employee engaged in such college program for the cost of required books and tuition charges not paid or eligible under other educational aid programs, upon receipt of a certificate that the employee has attained a grade of "C" or better. All required books purchased pursuant to Article 19 shall become the property of the person successfully completing said course.

ARTICLE 20 - TERM OF EMPLOYMENT

~~Except as otherwise provided by law,~~ the Township agrees that the employment of officers covered by this Agreement with the exception of probationary employees shall be indeterminate ^{and continuous} ~~and continuous during good behavior and efficiency.~~ Discharge, suspension, fines, removal or demotion shall proceed in accordance with R.S. 40A:14-147, ~~and other applicable statutes.~~

ARTICLE 21 - GRIEVANCE PROCEDURE

(a) It is the intent of the parties to this Agreement that the grievance procedure provided for herein shall

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Contract

serve as a means for peaceable settlement of any and all disputes concerning the interpretation or application of any clause herein and interpretation or application of any rule or regulation of any action or omission by a superior officer and any disciplinary reprimand, except those matters exclusively reserved to the Township shall not be subject to arbitration.

(b) Any aggrieved police officer shall present his grievance within three (3) working days of its occurrence or such grievance shall be deemed to be waived by the Association and employee.

(c) In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1. The officer and the Association representative or the officer, individually, but in the presence of the Association representative, shall take up the complaint with the Chief of Police. In the event the complaint is not satisfactorily settled within three (3) working days, the officer and the Association representative shall sign a written complaint and forward the grievance to the next step in the procedure.

Step 2. The Association representative will discuss the grievance with the Clerk. In the event that the grievance is not satisfactorily adjusted within five (5) additional working days, the matter will proceed to the next step in the procedure.

Step 3. Should the parties fail to adjust the grievance, the matter shall be referred to the Township Committee for its consideration. Under this Section (Step 3), the Township Committee shall have a minimum time of seven (7) days and a maximum time of thirty (30) days to act on said grievance. In the event that the grievance is not settled before the Township Committee, the matter shall proceed to arbitration.

(d) All grievances that reach the Township Committee will be heard in private unless all the individual officer whose rights could be adversely affected request in writing that such matter or matters be discussed at a public hearing.

(e) If a grievance is not appealed to the next step within the specified time limit or any agreed extension

thereof, it shall be considered settled on the basis of the Township's last answer. If the Township does not answer an appeal of a grievance within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 22 - ARBITRATION

(a) If a grievance is not satisfactorily settled under Article 21, subparagraph (c), Step 3, it may be submitted to arbitration by either party, provided notice in writing to the intent to do so is given to the other party within five (5) working days of the decision under Article 21, subparagraph (c), Step 3. However, if existing statutes of the State of New Jersey make different provisions for arbitration, the provision of the State statute shall prevail.

(b) After giving notice of intent to arbitrate as provided in subparagraph (a) above, the moving party must request the Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or modify any of the terms of this Agreement or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

ARTICLE 23 - BULLETIN BOARD

The Association shall have the use of a bulletin board in Police Headquarters to be furnished by the Association for the posting of notices relating to meetings and official business of the Association only. The Township shall

determine the location of said bulletin board.

ARTICLE 24 - CHECK OFF

The Township, as Public Employer, agrees to deduct the initiation fees and/or dues of Eight Dollars (\$8.00) per month (Four Dollars \$4.00) to be deducted from each pay) from the wages of each officer who is a member of the Association and to forthwith remit the same to ~~Alan Kohler, Treasurer of~~ ^{President of the} the Association, or to such other person as may be named as ~~Treasurer~~ ^{President} of the Association. The Township shall be furnished by the Association, as a condition precedent to the deduction of the amounts referred to herein, a sufficient and proper written authorization, in accordance with R.S. 52:14-15.9(e), from each officer from whose salary such deductions are to be made, authorizing the deduction of fees and dues as heretofore provided. The Association agrees to indemnify and shall be responsible for any claims presented by an officer against the Public Employer regarding or concerning dues check-off.

ARTICLE 25 - SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate ate concerning the modification or revision of such clause or clauses.

ARTICLE 26 - EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies all the terms and

conditions governing the employment of policemen in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Any prior commitment or agreement between the Town and the Association or any individual employee covered by this Agreement is hereby superseded.

ARTICLE 27 - TERM OF CONTRACT

This contract shall be for a term of one year commencing on January 1, 1983, and all rights, duties and obligations created hereunder shall be retroactive to that date. The contract shall terminate on December 31, 1983, and the parties hereto shall commence negotiations for the 1984 contract on or about September 15, 1983. In the event that a new contract agreement is not reached by December 31, 1983, for the subsequent year or years, the provisions of this agreement will remain in full force and effect until a new agreement is signed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and the corporate seal to be hereto affixed on the day and year first above written.

Attest:

Peter H. Pelissier
Administrator/Clerk

TOWNSHIP OF PASSAIC

By: _____
Lynne Combs, Mayor

Attest:

PASSAIC TOWNSHIP POLICEMEN'S
ASSOCIATION

By: _____