

1976-1977

A G R E E M E N T

Bergen County

THIS AGREEMENT, made this day of

1976, by and between the Borough of Fairview, a body politic and corporate of the State of New Jersey (hereinafter referred to as the "Borough"), and the Fairview Police Department, affiliated with Local No. 45 of the Policemen's Benevolent Association (hereinafter referred to as the "Department").

WHEREAS, the Borough and the Department recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties,

NOW, THEREFORE, it is agreed as follows:

I. RETENTION OF EXISTING BENEFITS AND RIGHTS

1.1 Except as otherwise provided herein, all rights, privileges and benefits which all employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Borough during the term of this Agreement and the Department shall retain all civil rights, as provided under Federal and New Jersey State Laws.

II. DEPARTMENT'S BASIC RIGHTS

2.1 Pursuant to Chapter 123, Public Laws 1974, the Borough hereby agrees that every employee of the Department shall have the right freely to organize, join and support the Policemen's

Benevolent Association (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 employee of the Department in the enjoyment of any rights conferred by Chapter 123 of the Public Laws 1974 or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

2.2 The Borough further agrees that it shall not discriminate against any employee of the Department 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, as prescribed by the Statutes of the State of New Jersey.

III. SCOPE

3.1 This Agreement shall be binding upon all patrolmen, sergeants, lieutenants, captains and detectives of all ranks of the Department. Excluded from this Agreement shall be the chief and deputy chief.

IV. EXCLUSIVITY OF DEPARTMENT REPRESENTATION

4.1 The Borough agrees that it will not enter into any contract or memorandum of agreement with anyone but the Fairview Police Department affiliated with Local No. 45 of the Policemen's Benevolent Association, with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

V. DEPARTMENT RECOGNITION

5.1 The Borough recognizes the Department as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all employees employed by the Department, except those employees specifically excluded therein.

5.2 The terms "police officer" or "employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

VI. DEPARTMENT REPRESENTATIVES

6.1 The Borough recognizes the right of the Department to designate representatives and alternates for the enforcement of this Agreement.

6.2 The Department shall furnish the Borough in writing with the names of the representatives and alternates and will notify the Borough of any changes.

6.3 The authority of the representatives and alternates so designated by the Department shall be limited to, and

shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the Department or its officers.

6.4 The designated Department representatives shall be granted time, with pay, during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations with Borough officials.

VII. NEGOTIATION PROCEDURES

7.1 The collective negotiations with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties and such additional agents or persons as each of the parties shall designate as its negotiating team.

7.2 Collective negotiation meetings shall be held at times and places mutually convenient at the request of either the Borough or the Department.

7.3 Employees of the Department who may be designated to participate in the collective negotiations will be excused from police assignment, provided that their absence from duty will not interfere seriously with the operation of the Borough Police Department in the opinion of the Chief of Police.

7.4 The duly authorized negotiating agent of either the Borough or the Department shall not be required to be an employee of the Borough.

VIII. MANAGEMENT OF THE BOROUGH'S AFFAIRS

8.1 The Department recognizes that the areas of responsibility must be reserved to the Borough if the governing body of the Borough is to serve the public effectively. Therefore, the right to manage the affairs of the Borough and to direct the working force and operations of the Borough, subject only to the limitations of this Agreement, and applicable State Laws, is vested in and retained by the Borough exclusively.

IX. NON-DISCRIMINATION

9.1 There shall be no discrimination, interference, coercion by the Borough, or any of its agents, against the Department, because of membership or activities of any member of the Police Department, by reason of appointment by the Department to the negotiating committee. The Department, or any of its agents, shall not intimidate or coerce employees into membership. Neither the Borough nor the Department shall discriminate against any employee because of race, creed, color, age, sex or national origin.

X. HOSPITALIZATION

10.1 The Borough shall continue to provide all employees of the Department and members of their immediate family

with like or similar hospitalization and other insurance, as is now provided by said Borough. In the event the insurance carrier presently covering the hospitalization and medical insurance for the Borough shall refuse to carry or continue said insurance coverage, then, in that event, the Borough shall immediately apply to a new insurance company for the identical insurance as is now provided, provided that there shall be no interruption of insurance coverage afforded. In the event that there is any insurance interruption of coverage, then the Borough shall be responsible for the period during said interruption and shall pay all medical bills incurred, as would have been paid had the policy remained in effect.

10.2 The Borough will pass and adopt an ordinance pursuant to New Jersey Statutes, providing that the Borough will provide and pay for hospitalization and medical insurance for members of the Police Department, who shall retire after twenty-five (25) years of service.

XI. SCHEDULE OF WORK

11.1 The present police schedule of work is adopted herein by reference and made a part of this Contract, as to hours of work, shifts and tour basis.

XII. HOLIDAYS

12.1 The Department shall have twelve (12) paid holidays. Said pay for said holidays shall be based on the employee's hourly base rate of salary of 36-1/2 hours per week, and shall be paid at the same time and in the same manner as the Clothing Allowance.

12.2 Each employee covered by this Agreement shall be allowed three (3) personal days to be taken at the time and discretion of the employee. They shall be in addition to the Holidays.

XIII. WAGES

13.1 The wages of the following designated categories shall be retroactive to January 1st, 1976 and shall be as follows:

Captain	\$ 15,863.45
Lieutenant	\$ 14,988.45
Sergeant	\$ 14,113.45
Patrolman, 1st Grade	\$ 13,238.45
Patrolman, 2nd Grade	\$ 12,238.45
Patrolman, 3rd Grade	\$ 11,238.45

13.2 The wages of the following designated categories shall be effective January 1st, 1977 and shall be as follows:

Captain	\$ 17,038.45
Lieutenant	\$ 16,038.45
Sergeant	\$ 15,038.45
Patrolman, 1st Grade	\$ 14,038.45
Patrolman, 2nd Grade	\$ 13,038.45
Patrolman, 3rd Grade	\$ 12,038.45

There shall hereafter be maintained a rank differential on base pay of \$1,000.00 between the rank of patrolman through captain.

13.3 In the event that a member of the Department shall be assigned to perform duties normally assigned to a member having a higher rank, and said assignment shall be for a period of sixty (60) days, then that officer or member so assigned shall receive a salary commensurate with that rank during the time he is so assigned.

13.4 In addition to the above salary scale, the following additional benefits shall be provided commencing in 1977:

- (a) Each employee shall receive the sum of \$15.00 per month to be used for the purpose of premium payment for an agreed upon dental insurance plan. ~~At the option of said employee, said \$15.00 may be received as pay instead of payment on account of said plan.~~

XIV. CLOTHING ALLOWANCE

14.1 The Borough shall pay to each employee covered by this Agreement the sum of \$250.00 per annum toward uniform and equipment costs, effective January 1976 and January 1977, said payments to be made during the months of December 1976 and December 1977.

XV. OVERTIME

15.1 It is recognized that the needs of the Borough may require overtime work, beyond the employees' standard daily or weekly schedule, although it is the policy of the Borough to avoid

the necessity of overtime work, wherever possible.

15.2 In all situations where an employee may work beyond his normal hours of duty as set forth in the present work schedule, said employee shall be compensated for said work in excess of his normal tour of duty in compensatory time off or cash, to be decided at the discretion of the employee. Regular officers shall be given first choice for said overtime duty.

15.3 Where a member of the Department is required by his superiors to be on duty in excess of 36-1/2 hours in any one week, such overtime shall be compensated for at a rate equal to his prevailing hourly wage rate, which shall be in lieu of compensatory time off. Where a member of the Department is required by his superiors to be on duty in excess of 44-1/2 hours in any one week, such overtime shall be compensated for at a rate equal to one and one-half times his prevailing hourly wage rate, which compensation shall be in lieu of compensatory time off.

15.4 Prevailing hourly wage rate is the rate obtained by using 36-1/2 hours as the work week. Example, yearly salary of \$10,000.00, 36-1/2 hour week, 52 weeks per year, hourly rate of \$5.27.

15.5 Compensatory time off shall be computed at the rate of time and a half.

15.6 Overtime for Detective Bureau Personnel shall be in accordance with the "Salary Range Ordinance" and current practice.

XVI. COURT TIME

16.1 The appearance of any full-time police officer at a Municipal, County or Superior Court, while off duty or on his day off, shall constitute overtime under this provision, and said overtime shall be computed to include travelling time to and from the Court and while in attendance at said Court.

16.2 Officers shall be given forty-eight (48) hours notice on required Municipal Court appearances, and such appearances shall be deemed hours work for payroll purposes.

XVII. LONGEVITY

17.1 All full-time employees of the Department shall receive longevity pay of two percent (2%) of their annual salary for every four (4) years of service on the force, with a maximum of ten percent (10%) for twenty (20) years of service or over.

XVIII. VACATION

18.1 The Borough's present vacation policy shall continue on the basis that the vacation period shall be computed on the present work schedule and not on a calendar week, in order that the personnel shall have the full vacation days off.

XIX. TUITION PAYMENTS

19.1 Officers shall be compensated for all courses leading to a degree in police science at the rate of \$12.50 per credit.

XX. LIFE INSURANCE

20.1 The Borough agrees to provide each employee of the Department with a \$10,000.00 term life insurance policy of the same type and same coverage presently being provided by the employees at their own cost. The full cost of the premium of said policy shall be borne by the Borough.

XXI. SENIORITY

21.1 Traditional principles of seniority shall apply to employees covered by this Agreement. Such principles shall apply to lay-off, recall, transfer and any other similar acts. Seniority is defined to mean the accumulated length of service with the Department, computed by time in grade for each rank. In the event time in grade cannot be determined by date of rank, then in that event, time in service by date of appointment shall apply. An employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

XXII. EFFECTIVE DATE AND DURATION

22.1 This agreement shall become effective upon the signing and execution hereof by the parties. The Borough agrees to amend the "Salary Range Ordinance" and pass an emergency resolution to implement and provide the necessary funds therefor.

22.2 This Agreement shall remain in full force and effect until ~~December 31st, 1977~~, and until a new written agreement is entered into by the parties.

22.3 The parties agree that they will exchange proposals for any proposed change in this Agreement according to law and will meet and negotiate within said time in an effort to determine the terms and provisions of a new collective bargaining agreement for a new succeeding period.

XXIII. COMMENCEMENT OF NEGOTIATIONS OF SUCCEEDING AGREEMENT

23.1 Commencement of negotiations for a succeeding agreement shall be in accordance with the rules and regulations of the Public Employees' Relations Commission and Title 19 of the Revised Statutes of New Jersey and New Jersey Administrative Code.

XXIV. DISCIPLINE

24.1 Any officer charged with a disciplinary infraction shall be entitled to representation of his choice in every step of the disciplinary procedure; any officer accused of any offense shall be entitled to representation by an attorney of his choice. Reimbursement for said representation shall be in accordance with existing State statute.

XXV. MANAGEMENT RIGHTS

25.1 No employees under this Agreement shall be suspended, demoted, transferred, re-assigned, discharged or other disciplinary action taken except for good and just cause according to law.

XXVI. SAVINGS

26.1 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

26.2 If any such provisions are so invalid, the Borough and the Department will meet for the purpose of negotiating changes made necessary by applicable law.

XXVII. GRIEVANCE PROCEDURE

27.1 Except as otherwise provided by law, the following shall be the sole and exclusive procedure for the settlement of grievances or complaints which may arise concerning the application, interpretation or alleged violation of any clause of this Agreement, as well as any complaint which may arise related to wages, hours or conditions of employment.

27.2 Step One: Any grievance or complaint which shall arise shall be brought by the interested party or representative in the Department to his shift supervisor for informal discussion. In the event that the grievance or complaint is not resolved by such informal discussion within seventy-two (72) hours of the presentation of said grievance or complaint, the grievance shall be submitted in accordance with Step Two.

27.3 Step Two: In the event that the grievance is not resolved in Step One above and the officer or the Department wishes to pursue the same, the grievance shall be submitted to the Chief of Police or his designee in writing. The Chief or his designee shall respond in writing as to the resolution of the grievance within five (5) days of its submission. In the event the grievance has not been resolved in accordance with Step Two or if no response has been received within five (5) days, the grievance shall proceed to Step Three.

27.4 Step Three: The grievance shall be submitted to the Mayor and Council, or its designee(s), at which time the Mayor and Council shall consider the grievance and respond in writing within fourteen (14) days of receipt thereof. In the event the grievance cannot be resolved at Step Three or if no response is received within fourteen (14) days, the grievance will proceed to Step Four.

27.5 Step Four: The parties or either of them shall apply to the New Jersey State Board of Mediation for the appointment of an arbitrator in accordance with their rules. A request for arbitration must be submitted in writing to the New Jersey State Board of Mediation and the other party within ten (10) days after the receipt of the reply by the Mayor and Council, or its designee(s), or within twenty-one (21) days of the submission to the Mayor and Council if there is no response. The decision of the arbitrator shall be final and Binding upon the parties. The

arbitrator is limited by the terms of this Agreement and applicable Civil Service law, if any. He shall have no power to add to, subtract from, modify, amend or in any way change any of the terms of this Agreement or any of the amendments hereto.

27.6 It is understood and agreed by and between the parties that where the laws of New Jersey or the regulations of the Civil Service Commission conflict with the terms of this Agreement, that the laws and regulations shall control. In the event that any of the terms or conditions of this Agreement shall provide a greater benefit than the minimum standards set forth by the laws of the State of New Jersey or Civil Service regulations, these items shall not be deemed to be in conflict with the terms of this Agreement and the Agreement shall control. If any party alleges in any arbitration proceeding that there is a violation of Civil Service regulations or New Jersey statute, that allegation shall be presented to the adverse party prior to or contemporaneously with the submission for arbitration of the grievance.

27.8 The costs of arbitration shall be equally borne by the parties. The Borough recognizes that, coincident to the conduct of the grievance procedure, it may be necessary for designated members of the Department to conduct investigations of such grievances on the premises operated and controlled by the Borough and during working hours.

27.9 Expenses relative to the appearance of witnesses or directly related to the prosecution or defense of a grievance shall be borne by the party incurring same.

27.10 Employer Grievance: Should any matter arise concerning the interpretation, application or enforcement of any of the terms or conditions set forth in this Agreement or related to wages, hours or conditions of employment as contained herein to which the employer wishes a resolution, the employer may submit a grievance to the grievance committee designated by the Department and said grievance shall proceed in the same manner as if the grievance was presented to the Mayor and Council in Step Three of the Grievance Procedure. In the event the matter is not resolved in Step Three, it would proceed to Step Four as set forth above.

27.11 Time Limits: Every grievance shall be processed through the grievance procedure not more than twenty (20) days from the occurrence of the act or omission complained of, or the grievant will be forever barred from raising said complaint. Grievances of a continuing nature may be brought at any time provided said grievance is continuing at the time the grievance procedure is instituted, or has ceased not more than twenty (20) days prior thereto.

XXVIII. MISCELLANEOUS

28.1 In all references to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number shall be deemed to refer to and include the appropriate gender or number, as the text may require.

28.2 All the terms, covenants and conditions herein contained shall inure to the benefit of and shall be binding upon the respective parties hereto, their legal representatives, successors and assigns.

28.3 It is hereby agreed that members of the Department shall be given one-half (1/2) hour in which to go to their homes for dinner.

28.4 It is hereby agreed that members of the Department may continue to wear their leather jackets until such time as they are worn out.

28.5 The Borough shall provide a locker for each uniformed officer.

28.6 A lock shall be re-installed in the gate of the police station proper to be controlled by the desk officer.

28.7 The entrance to the police headquarters shall be equipped with the proper release mechanism to allow locking of the entrance between the hours of 12:00 a.m. and 7:00 a.m.

28.8 The lighting facilities at the front desk shall be improved.

28.9 The Borough shall provide a coffee maker and supplies.

28.10 The Borough will provide each officer with a copy of the Department rules and regulations currently in effect.

28.11 The following manuals shall be available to every officer on every shift:

- (a) A Borough Ordinance Manual;
- (b) A Motor Vehicle Title 39 Manual; and
- (c) Criminal Title 2A Manual.

XXIX. AMENDMENTS OR MODIFICATIONS

29.1 Any modifications or amendments of the terms or conditions herein shall be made with the same formality as the present Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized officers or representatives, on the day and year first above written.

BOROUGH OF FAIRVIEW

ATTEST:

By _____
Mayor

By _____
Clerk

FAIRVIEW POLICE DEPARTMENT

ATTEST:

By _____

By _____