

3-0251

21-08

1976 SALARY AND WAGE PROPOSAL

FOR

HACKETTSTOWN POLICE OFFICERS

BY

SUSSEX COUNTY LOCAL P.B.A. #138

PREAMBLE

This Agreement entered into this 9<sup>th</sup> day of February 1976, by and between the Town of Hackettstown in the county of Warren, State of New Jersey, hereinafter called the "Town" and Sussex County Local P.B.A. #138 representing the Hackettstown Police Department, hereinafter called "Policemen", represents the complete and final understanding on all bargainable issues between the Town and the Policemen.

ARTICLE I

The term of this Agreement shall be for the period commencing January 1, 1976 and ending December 31, 1976.

ARTICLE II

The provisions of this Agreement shall apply only to full-time Patrolmen, Sergeants and Detectives (hereinafter referred to as "Policemen") of the Hackettstown Police Department.

ARTICLE III

The Town hereby recognizes Sussex County Local P.B.A. #138 representing Hackettstown Police Department as the sole and exclusive negotiating unit for Policemen in the Hackettstown Police Department, under the New Jersey Employer - Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law. This agreement shall govern all wages, rights and working conditions of the Hackettstown Police Department subject to Article V "Management Prerogatives" which rights are retained by the Town.

## ARTICLE IV

### EMPLOYEES' RIGHTS

A. The employee will have the right to take a grievance on any issue in accordance with the grievance procedure outlined in Article XVI.

B. The State delegate, or alternate, shall be given time off to attend the annual P.B.A. convention. Said time will not exceed three days and said time will be compensated at the delegate's regular rate of pay.

C. Time off while on duty to meet with the management without loss of pay will be granted to the representatives of the P.B.A. for any grievance within the Hackettstown Police Department that may be taken by another member of the Hackettstown Police Department.

## ARTICLE V

### MANAGEMENT PREROGATIVES

Nothing in this Agreement shall be deemed to limit or restrict the Town as Employer in any way in the exercise of the functions of management, including the right to manage, control and operate its facilities; direct the work forces; hire; promote; transfer; suspend; discipline or discharge employees for just cause subject to Civil Service regulations; determine the amount of overtime to work; or lay off employees for lack of work or for other proper reasons; the right to schedule work subject to terms of this contract, the right to require employees to observe the Town's rules and regulations or the Town's rights to make rules and regulations relating to the operation of its facilities not inconsistent with the terms of this Agreement; the Town's right to introduce new and improved methods of operation, install new facilities, change existing methods or facilities; all of which rights are vested exclusively in the Town subject to the Law of the United States, State of New Jersey and this Agreement.

ARTICLE VI - SALARY

Patrolmen

Step 1	\$ 9,850.00
Step 2	10,450.00
Step 3	11,050.00
Step 4	11,650.00
Step 5	12,350.00
Step 6	13,050.00

Sergeants

Step 1	\$12,350.00
Step 2	13,050.00
Step 3	13,550.00
Step 4	14,050.00
Step 5	14,550.00

Steps shall be determined in accordance with the policeman's temporary appointment or promotion anniversary date.

The officer will move one step on the guide on his anniversary date.

The officer's annual salary will be pro-rated into 24 equal salary payments.

If a patrolman is promoted, he will move to the next higher money step in the category he was promoted to.

ARTICLE VII - HOURS AND OVERTIME

A. The work week and salary for the Hackettstown Police Department shall be computed on the basis of a 40-hour week. The specific work schedule for each officer is to be determined by the Chief of Police, or his designated representative. All overtime must be approved by the Chief of Police.

B. All policemen shall at their option, subject to the needs of the department as determined by the Chief of Police or his delegate, have compensatory time off on an hour for hour basis or payment at a rate equal to his regular base pay work rate.

C. An overtime hour will be determined on the basis of anything in excess of fifteen minutes in half-hour intervals for overtime compensation. All overtime will be paid in the next regular paycheck.

D. When any policeman shall be required to appear before

any grand jury or at any municipal, county, superior or supreme court proceeding except in a civil action the time during which he is so engaged shall be considered a time of assignment to and performance of duty. When such appearance occurs during the policeman's assigned duty hours, he shall suffer no loss in compensation. When such appearance occurs outside his assigned duty hours, he shall receive either compensatory time off from his regular duty hours or additional compensation at regular work rates.

E. Both Policemen and Detectives will be paid overtime in the event management requires them to work overtime.

F. Notwithstanding any different provisions contained herein, the Town reserves the right to, and the terms of this Agreement are subject to the Town establishing work periods and other overtime regulation in the event pending amendments of the Fair Labor Standards Act making provisions for time and one-half compensation for overtime become applicable to the Police Department employees.

#### ARTICLE VIII - HOLIDAYS

A. The Policemen will be granted twelve holidays as follows: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Election Day, Veteran's Day, Columbus Day, Thanksgiving Day and Christmas Day. Policemen scheduled to work on a holiday by the Chief of Police will be paid for their holiday time on the basis of their annual rate or given compensatory time off at the discretion of the Chief.

B. In addition to those enumerated above, the employee shall receive all new holidays that are declared legal holidays by the President of the United States, Governor of the State of New Jersey or Mayor of the Town of Hackettstown.

#### ARTICLE IX - EDUCATIONAL BENEFITS

A. The Town will pay 100% of tuition and books for all Policemen enrolled in the course in Police Science at a fully accredited college. Courses to be approved by the Chief of Police

a policeman will be paid \$15.00 annually for each credit up to 20 and \$20.00 annually for each credit from 20 to 40 credits and \$25.00 annually for each credit from 40 to 67 credits.

#### ARTICLE X

##### MOTOR VEHICLE REIMBURSEMENT

Any policeman using his own motor vehicle on official police business with approval of the Chief of Police will be compensated at the rate of fifteen cents (\$0.15) per mile.

#### ARTICLE XI

##### LONGEVITY

The following longevity percentages shall be applied to the base salary of Policemen paid annually under this agreement:

5 - 6 years	2%
7 - 10 years	4%
11 - 15 years	5%
16 - 20 years	6%
21 years and over	7%

Longevity accrued under this contract shall be paid in two lump sum payments, one by June 30th of each year and the second one by December 30th of each year.

Placement on the longevity schedule shall be determined in accordance with the policeman's anniversary date.

#### ARTICLE XII

##### HOSPITAL AND LIFE INSURANCE BENEFITS

A. The Town shall continue to provide enrollment in the hospital and medical benefit program presently in existence, as well as major medical and Rider J. coverage.

B. The Town will provide life insurance which shall be equal to one and one-half times the base pay of the policeman. The policeman may contribute through payroll deductions to provide insurance through Public Employee's Retirement System equal to an additional one and one-half times his base pay.

C. The Town shall provide full salary while any employee is temporarily totally disabled as a result of a job incurred injury less Workmen's Compensation payments during a period not exceeding one calendar year from the date of the accident. Payments will not be made during an absence due to recurrence of disability due to the same accident or related illness after the calendar year has expired. If an employee qualifies or may qualify for a disability pension, the Town payments will end. After the calendar year has expired, the employees may elect if they so desire to utilize all or part of their accumulated sick leave. Any salary paid during the time that the employee takes sick leave will be reduced by Workmen's Compensation payments, if any. Accumulated sick leave may be apportioned at the employee's request on a partial day basis to allow the employee full salary for any week in which Workmen's Compensation or this contract does not provide payment equal to a full working week.

#### ARTICLE XIII - SICK LEAVE

All employees covered under this agreement are entitled to 15 days sick leave per year with unlimited accumulation. Any employee who shall be absent on sick leave for five or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

#### ARTICLE XIV - EMERGENCY LEAVE AND COMPENSATORY TIME

A. Emergency leave of three days shall be granted without loss of pay for death in the immediate family of employee. Immediate family includes spouse, child, mother, father, brother, sister, mother-in-law, father-in-law. Emergency leave of one day shall be granted without loss of pay to attend the funeral of a brother-in-law, sister-in-law or any niece or nephew living at home with said brother-in-law or sister-in-law.

#### ARTICLE XV - VACATIONS

Vacation time shall be granted as follows:

- |                                  |  |
|----------------------------------|--|
| (a) Up to 1 year of service      | -1 working day for each month of service |
| (b) 1 year up to 6 years service | -12 working days                         |
| (c) 6 years to 12 years service  | -15 working days                         |
| (d) after 12 years service       | -20 working days                         |

For the purpose of this Article, a year shall be considered as the calendar year commencing January 1st ending December 31st.

Policemen shall not begin the first week of vacation prior to the completion of at least six months of continuous service from the date of engagement.

ARTICLE XVI

GRIEVANCE PROCEDURE

A. Definitions

The term "grievance" means a complaint by an employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting working conditions of an employee.

The term "employee" shall mean any policeman covered by this contract but shall not include the Chief of Police or Lieutenant.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees or by a public employees association, or by the Town to act on its or their behalf and to represent it or them.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to disputes arising under this contract or affecting working conditions of the employee.

C. Procedure

1. An aggrieved employee shall institute action under the provisions hereof within five (5) calendar days of the occurrence complained of, or within five (5) days after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) day period, shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal,



4. Whenever the employee appears with a representative, the Town shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. An employee shall first discuss his grievance orally with his superior officer not below the rank of Lieutenant, and file with the officer a brief written statement of the grievance. A decision shall be rendered within two (2) days of said hearing.

6. If the grievance is not resolved to the employee's satisfaction within two (2) days from the determination referred to in Paragraph 5 above, the written grievance shall be forwarded to the Chief of Police.

7. If the grievance is not resolved to the employee's satisfaction within five (5) days from the determination referred to in Paragraph 6 above, the employee shall submit his grievance to the Mayor and the Police Committee in writing, specifying:

- a. The nature of the grievance;
- b. The results of the previous discussion;
- c. The basis of his dissatisfaction with the determination.

8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Mayor and Police Committee of the Common Council shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) days of said hearing (unless a difference period is mutually agreed upon), the Mayor and Police Committee shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the Chief of Police and the Lieutenant.



10. In the event of the failure of the Mayor and Police Committee to act in accordance with the provisions of Paragraph 8 and 9, or, in the event a determination by them in accordance with the provisions thereof, is deemed unsatisfactory by the employee, within ten (10) days of the failure of the Mayor and the Police Committee to act or within ten (10) days of the determination by them, the employee may appeal to the Governing Body.

11. Where an appeal is taken to the Governing Body there shall be submitted by the employee:

a. The writing set forth in Paragraph 7 and 9 and a further statement in writing setting forth the employee's dissatisfaction with the action of the Mayor and Police Committee.

12. If the employee in his appeal to the Governing Body does not request a hearing, the Governing Body may consider the appeal on the written record submitted to it, or the Governing Body may, on its own conduct a hearing, or it may request the submission of additional written material. Where the employee requests, in writing, a hearing before the Governing Body, a hearing shall be held.

13. The Governing Body shall make a determination within thirty (30) days from the receipt of the grievance and shall, in writing, notify the employee, his representative if there be one, the Mayor and the Chief of Police of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination of the Governing Body and the matter involves interpretation or application of the contract, he shall have the right to request arbitration.

A written request for arbitration shall be made no later than fifteen (15) days following the determination of the Governing Body. Failure to file within said time period shall

constitute a bar to such arbitration unless the aggrieved employee and the Governing Body shall mutually agree upon a longer time period within which to assert such a demand.

15. Within ten (10) days after such written request of submission to arbitration, the Governing Body and the employee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said 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 either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

16. The arbitrator so selected shall confer with the Governing Body and the employee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing 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 of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Governing Body and the employee and shall not be binding on the parties.

The Town and the employee reserve the right to seek such remedies either party may have by law or under Civil Service Rules and Regulations.

17. 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 Town and the employee. Any other expenses incurred shall be paid by the party incurring the same.

18. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated representatives.

19. No time limit set forth in the procedure shall be invoked if due to employer's failure to act.

#### ARTICLE XVII

##### DETECTIVE'S INCREMENT

A detective's increment in the amount of \$500.00 will be paid for the officer maintaining a position in the Detective Bureau.

#### ARTICLE XVIII

##### PROFESSIONAL DEVELOPMENT OF THE POLICE DEPARTMENT

A. Each Policeman shall receive a uniform allowance of \$350.00 per year per man.

B. The Town shall continue to maintain full insurance to cover any claim of false arrest as shown on the attached Personal Injury Liability Insurance Endorsement.

C. Policemen will not be required to take a polygraph in any given departmental hearing.

D. Policemen charged with a criminal offense will not have their departmental hearing prior to their criminal trial so as not to prejudice their standings with a jury but may be suspended pending disposition of said offense in accordance with 40A:14-149.1 et seq.

E. Policemen shall be reimbursed for travel expense while assigned to attend a police school, as well as \$4.50 lunch money.

ARTICLE XIX

SCHEDULING

Scheduling by the Chief of Police or his delegate for all members of the Police Department shall be on a three-month basis where practicable. An attempt shall be made to create an equal rotation among the three shifts to all the members of the department.

ARTICLE XX

A. This negotiated contract shall be effective upon appropriation of funds to pay the pay-roll of the police department in the 1976 temporary or permanent budget by the Mayor and Common Council and shall be retroactive to January 1, 1976.

ARTICLE XXI

A. If any provision of this agreement or any application of the agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Attest:

Joseph Stewart

Attest:

Wilbur C. Mills

SUSSEX COUNTY LOCAL P.B.A. #138  
FOR HACKETTSTOWN POLICE DEPARTMENT

BY: Sgt. John Seabach

Det. Ed Wisniewski

Ellen Gustafson

TOWN OF HACKETTSTOWN

BY: J. J. Smith MAYOR

CERTIFIED TO BE  
A TRUE COPY

-12-

Wilbur C. Mills, Town Clerk  
Hackettstown, N.J.  
Nov. 24, 1976