

MODIFICATION OF
MEMORANDUM OF AGREEMENT BETWEEN
THE BOROUGH OF GLEN ROCK, NEW JERSEY AND
THE PATROLMEN'S BENEVOLENT
ASSOCIATION, LOCAL 110, OF GLEN ROCK, NEW JERSEY

THIS AGREEMENT, dated this *1st* day of January 1970, between the Borough of Glen Rock and The Patrolmen's Benevolent Association shall be effective from January 1st, 1970 to December 31st, 1970 inclusive and is a Modification of the existing Agreement between the Borough and "the P.B.A.", dated March 31st, 1969. Said Modification affecting solely and only Article III, sections 1 and 2, of the Agreement of March 31st, 1969, which as to all of its other terms, articles and sections remains in full force and effect.

This Modification is hereby made after negotiations and agreements between the parties which took place after the P.B.A., notified the Borough of its invoking of Article III, Section 3 in the Agreement of March 31st, 1969.

Article III, Section 2 is hereby modified as follows:

Section 2. 1970 Wages - The following salary schedule, effective January 1, 1970 and in force until December 31, 1970, is the established annual salary rate for all covered personnel:

Lieutenant	\$12,200.
Sergeant	11,300.
Patrolman -	
After completion of 42 months	10,400.
After 30 months thru 42 months	9,900.
After 18 months thru 30 months	9,400.
After 6 months thru 18 months	8,900.
After 0 thru 6 months	8,400.

Overtime - Additional compensation for overtime hours worked will be paid at the rate of \$5.15 per hour for all personnel in accordance with existing procedure.

The Borough of Glen Rock

By William V. Benken
William V. Benken, Mayor

Date Executed 4/14/70

Charles F. Smith
Councilman, Chairman Division
of Public Safety
Charles F. Smith

Date Executed 4/14/70

Patrolmen's Benevolent Association, Local 110

By Bertram W. Kerrigan
Bertram W. Kerrigan

Date Executed 4/14/70

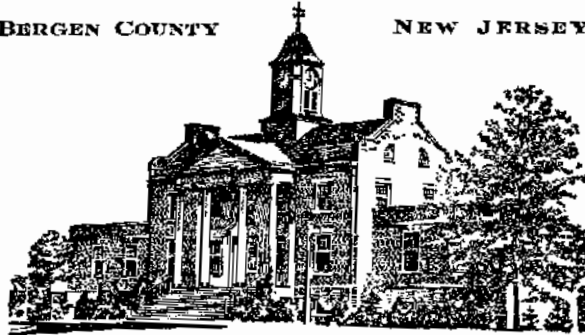
M. Frank Kuna
M. Frank Kuna

Date Executed 4/14/70

BOROUGH OF GLEN ROCK

BERGEN COUNTY

NEW JERSEY



MUNICIPAL BUILDING
GLEN ROCK, N. J. 07432

April 16, 1970

Mr. Louis Aronin, Executive Director
New Jersey Public Employment
Relations Commission
Labor & Industry Building
John Fitch Plaza
P.O. Box V
Trenton, New Jersey

Dear Mr. Aronin:

Pursuant to your April 23, 1969 request we are enclosing a photo copy of "Modification of Memorandum of agreement between the Borough of Glen Rock, New Jersey and the Patrolmen's Benevolent Association, Local 110, of Glen Rock, New Jersey".

This modification increases the 1970 salary which were incorporated in the two year contract negotiated during the early part of 1969.

Very truly yours,

MARY H. LOCKE
Borough Clerk

vmd

3-0003

02-22

MEMORANDUM OF AGREEMENT BETWEEN
THE BOROUGH OF GLEN ROCK, NEW JERSEY AND
THE PATROLMENS' BENEVOLENT
ASSOCIATION, LOCAL 110, OF GLEN ROCK, NEW JERSEY

NOT CIRCULATE

69-70

PREAMBLE

This Agreement is by and between the Borough of Glen Rock, a municipal corporation of the State of New Jersey, herein referred to as "the Borough" and the Patrolmens' Benevolent Association, Local 110, of Glen Rock, New Jersey, herein referred to as "the P. B. A. ".

This Agreement dated this 31st day of March, 1969 between the Borough and the P. B. A. shall be effective from January 1, 1969 to December 31, 1970 inclusive, except as otherwise provided.

It is agreed and acknowledged by both parties and that it is the desire of both parties to cooperate to maintain the mutually satisfactory conditions of employment and harmonious relations heretofore experienced between the parties, and further that every effort will be made to maintain this atmosphere.

ARTICLE I.

Section 1. Recognition - The Borough and the P. B. A. agree that during the term of this agreement the P. B. A. will act as the exclusive collective bargaining representative of the personnel of the Glen Rock police department as set forth below.

Section 2. Covered Personnel - All full-time members of the Department regularly and normally employed by the Borough as policemen except the chief of Police, the first deputy chief or next ranking senior officer and temporary patrolmen who have not completed the probationary period. Specifically excluded are school crossing guards, special patrolmen, constables, marshalls and reserve policemen.

ARTICLE II

Section 1. Administration - Nothing in this Agreement shall be construed to alter or impair in any manner the exclusive right of the Borough to administer the department and control the work of its personnel.

Section 2. Department Regulations - It is understood that the efficient operation of the Department requires the Borough to establish a Code of Rules and Regulations of the Department for the operation of the Department.

ARTICLE III

Section 1. 1969 Wages - The following salary schedule, effective January 1, 1969, and in force until December 31, 1969, is the established annual salary rate for all covered personnel.

Lieutenant		\$ 11,300
Sergeant		10,400
Patrolman,	Maximum	9,500
Patrolman,	Third Year *	9,000
Patrolman,	Second Year **	8,500
Patrolman,	First Year ***	8,000
Patrolman,	Probationary	7,500

* Beginning two years from date of completion of probationary period.

** Beginning one year from date of completion of probationary period.

*** Beginning at completion of probationary period.

Section 2. 1970 Wages - The following salary schedule, effective January 1, 1970 and in force until December 31, 1970, is the established annual salary rate for all covered personnel.

Lieutenant		11,800
Sergeant		10,900
Patrolman,	Maximum	10,000
Patrolman,	Third Year *	9,500
Patrolman,	Second Year **	9,000
Patrolman,	First Year ***	8,500
Patrolman,	Probationary	8,000

* Beginning two years from date of completion of probationary period.

** Beginning one year from date of completion of probationary period.

*** Beginning at completion of probationary period.

Section 3. Wages Reopener Clause - In the event that the "cost of living" as determined by the Cost of Living Index of the United States Department of Labor, Bureau of Labor Statistics, increases by more than 5% for the period from October 1, 1968, to October 1, 1969, the Salary Schedule as contained in Section 2 of this article may, at the option of either party, be subject to renegotiation provided notice is given to the other party in writing not later than November 15, 1969, of the desire to invoke the provisions of this section. It is agreed that no other section of this agreement is subject to such negotiations.

ARTICLE IV

Section 1. Longevity - In addition to the annual salary schedules contained in Article III, compensation will be paid based on the length of continuous service of all personnel. Such longevity compensation shall be calculated at the rate of 1% of the annual salary for each completed four years of service, with 1% to be paid after four years service, 2% after eight years service, 3% after twelve years service, 4% after sixteen years service and 5% after twenty or more years of service. Such longevity compensation, computed on an annual basis, shall be included in the regular salary payment check and will take effect in each instance on January 1, next following the anniversary date for which the longevity compensation is earned or is increased. For purposes of calculating longevity payments, the date of hire as a probationary patrolman shall be considered the starting date in such computation.

Section 2. Holidays - The benefits of twelve holidays will accrue to all covered personnel, six days of which may be not worked and six days of which may be worked with additional compensation at the single time rate for all such days worked, with all of the above scheduled in accordance with existing procedure.

Section 3. Overtime - Additional compensation for overtime hours worked will be paid at the rate of \$4.75 per hour for all personnel in accordance with existing procedure.

Section 4. Vacations - Consecutive days off with full compensation, or at the option of the employee, non-consecutive days, will be provided as follows: one year of completed service including probationary period, eleven days; after fifteen years of service, fifteen days. For purposes of interpreting this section days off for vacation purposes shall be considered as days on which an employee would normally work or would be scheduled to work, with all of this section in accordance with existing procedure.

Section 5. Court Time - Additional compensation based on the overtime provision of this Article will be paid for court appearances when such occur during normal off-duty hours, with a minimum of two hours for each such appearance, in accordance with existing procedure.

Section 6. Hospitalization - The Borough will continue the hospitalization and major medical benefits program in accordance with existing procedure.

Section 7. Educational Incentives - The Borough will provide, at the rate of \$15 additional compensation for each college credit or point earned on or after the effective date of this agreement, when such credits or points are awarded by an accredited school, college or university for such courses related to police work as approved by the Borough. Said compensation will be paid in one installment annually in the first salary check of the year following the accreditation or increase in accreditation of the employee. Such compensation will be limited to \$ 1,950 per year for each member of the department.

Section 8. Limitation of Extra Compensation - Additional compensation as described herein will not be computed as annual salary for purposes of longevity payment nor shall any such compensation benefit be construed to be in lieu of or an extension of annual salary.

ARTICLE V

Section 1. Qualification for Appointment - The Borough may, at its option, appoint to the Police Department as probationary patrolmen any person it deems qualified in accordance with a Standard of Qualifications the Borough may from time to time establish and at such annual salary schedules as it may establish for such appointees. It is understood that such appointees will not receive an annual salary greater than that established as maximum for patrolmen.

ARTICLE VI

Section 1. Grievance, Definition - A grievance is defined as any alleged violation of this agreement arising as a result of a difference of opinion as to the interpretation or application of this agreement. Both parties agree to make a prompt and earnest effort to settle any grievance in accordance with the general procedures of this article. Any grievance not presented for consideration within the time limits established for each step in the Grievance Procedure shall be deemed to be waived and the grievance settled. The Term "days" where used herein shall be deemed to mean regular working days specifically inclusive of all holidays, Sundays and regular days off. There shall be no suspension of work during the process of any grievance and the "status quo" shall be maintained at all times.

Section 2. Grievance Procedure

Step 1. The respective employee will consult with his immediate superior within 24 hours of the instance of the alleged grievance to determine if a grievance does in fact exist. 1

Step 2. A written description of the grievance and its suggested remedy must be filed with the Chief of Police or his acting deputy by the appropriate officer of the PBA within 24 hours after Step One has not resolved the alleged grievance. 2

Step 3. The Chief of Police or his deputy, will render his adjudication in writing to the appropriate officer of the PBA within 48 hours after Step Two.

Step 4. If the alleged grievance is not adjudicated, present a written description of the alleged grievance to the Chairman of the Public Safety Committee of the Borough Council or to such person or committee designated by the Council. 3

Step 5. The Chairman of the Public Safety Committee, acting on behalf of the Borough Council, shall render to the PBA within 48 hours of receipt of an alleged grievance, its written adjudication.

Step 6. If an alleged grievance remains unresolved, either party may at its option, within 48 hours of the receipt of the Councils' adjudication, request mediation by Alexander Fasoli, Esq. In the event Mr. Fasoli is unwilling or unable to serve, then it is agreed that the mediator shall be the senior clergyman in service resident. 4

Step 7. If after mediation has commenced either party desires to submit the issue to binding arbitration it may do so by notification of the other party and the mediator. The arbitrator may be selected by mutual agreement of the parties, or in event of failure to mutually agree, the arbitrator shall be designated by the State Board of Public Employment. The decision of the arbitrator shall be binding and final on the parties. The expense of arbitration proceedings shall be shared equally by the Borough and the PBA.

ARTICLE VII

Section 1. Effective Dates - This agreement shall become effective upon its execution by the Borough and the P. B. A . and shall remain in force without change, except as indicated in Article III, Section 3, until December 31, 1970,

Section 2. Renewal - If mutually acceptable negotiations for a renewal of this agreement, or renewal with amendments or changes, shall begin not later than thirty days prior to the expiration of this agreement and shall continue as necessary to reach agreement or until such negotiations are terminated by either party upon ten days notice.

Section 3. Termination - This agreement shall remain in full force and effect as provided in Section 1 of this Article but either party not desirous of participating in renewal negotiations as contained in Section 2 of this Article must notify the other in writing on or before December 1, 1970.

In Witness Whereof, the parties hereto have caused these presents to be signed in their names and in their behalf by their respective representatives thereupon duly authorized, on this _____ day of March, 1969.

Allen A. Hoffman Councilman
Chairman, Division of Public Safety

The Borough of Glen Rock

By Allen B. Deery Mayor

Patrolmens' Benevolent
Association, Local 110

By Bertam W. Keegan
M. James Knorr