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I hereby this to be a true copy.

THIS BOOK DOES
NOT CIRCULATE

02-46

W

Jean Palitto
Jean Palitto, Borough Clerk

THIS AGREEMENT, made this 15th day of August 1972,

by and between the Borough of Paramus, a Municipal Corporation of the State of New Jersey (Hereinafter called "BOROUGH") and the Paramus Policemen's Benevolent Association, Local No. 186, a collective bargaining representative of certain Police Department Personnel (Hereinafter called "PBA").

WHEREAS, both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship existing between them and wish to enter into a complete agreement covering the terms and conditions of employment;

WHEREAS, the parties have by good faith collective bargaining reached an agreement with respect to such terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

I. RECOGNITION

1.1 The BOROUGH recognizes the PBA as the sole and exclusive representative for all the full-time, law enforcement personnel of the Paramus Police Department, through the

CYRIL RANK of Detective Lieutenant.

1.2 The parties recognize and affirm that their relationship is covered by the "New Jersey Employer-Employee Relations Act", the laws of 1968, Chapter 303, (NJSA 34:13A-1, et seq.) and they agree in the conduct and procedures of their collective negotiations to be bound by the rules and regulations of the New Jersey Public Employment Relations Commission.

II. NEGOTIATION PROCEDURES

2.1 The collective negotiation 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 party shall designate as its negotiating team.

2.2 Collective negotiation meetings shall be held at times and places mutually convenient at the request of either the BOROUGH or the PBA.

2.3 Employees of the BOROUGH who may be designated by the PBA to participate in collective negotiations will be excused from police assignments, 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.

2.4 The duly authorized negotiating agent of either the BOROUGH or PBA shall not be required to be an employee of the BOROUGH.

III. MANAGEMENT OF THE BOROUGH'S AFFAIRS

3.1 The PBA recognizes that 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 forces and operations of the BOROUGH, subject only to the limitations of this Agreement and applicable state law, is vested in and retained by the BOROUGH exclusively.

IV. CONTINUED WORK OPERATIONS

4.1 The parties agree that there shall be no action by either of them in violation of any State law.

V. NON-DISCRIMINATION

5.1 There shall be no discrimination, interference, or coercion by the BOROUGH or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the BOROUGH nor the PBA shall discriminate against any employees because of race, creed, color, age, sex or national origin.

VI. HOSPITALIZATION

6.1 The BOROUGH shall provide all employees covered by this Agreement with New Jersey Public Employees Standard Blue Cross - Blue Shield Major Medical Plan including extended Rider "J".

VII. HOURS OF WORK

7.1 The standard weekly work schedule shall consist of an average of forty (40) hours on a changing, rotating eight (8) hour per tour basis, subject to Borough of Paramus Ordinance No. 237. There shall be no more than three (3) tours in existence at any one time in the Patrol Division, but the numerical composition of each tour shall be determined by the Chief of Police. Such schedule shall be arranged by the Chief of Police.

VIII. HOLIDAYS

8.1 The following days are official BOROUGH holidays:
(1) New Year's Day; (2) President's Day; (3) Good Friday;
(4) Memorial Day; (5) Independence Day; (6) Labor Day; (7) Election Day; (8) Thanksgiving Day; (9) Day after Thanksgiving Day;
(10) Christmas Day, for which the employees covered by this Agreement shall receive ten (10) additional days of regular compensation.

8.2 In addition to the holidays listed in 8.1 herein, employees shall be entitled to one personal day off, to be specified by mutual agreement between the employee and Chief of Police.

IX. VACATIONS

9.1 Each full-time employee shall be entitled to two (2) weeks vacation annually after the completion of the first year of service and until the completion of two (2) years of service.

9.2 After two (2) years, an employee shall be entitled to one additional vacation day annually for each subsequent year of service up to a maximum of thirty (30) days per annum.

9.3 Vacation leave shall not be accumulated for use in subsequent years.

9.4 An annual vacation schedule shall be prepared by the Chief of Police with due consideration for the conduct of department operations, the desires of the employees, seniority, dates of filing requests and similar factors.

X. GRIEVANCE PROCEDURE

10.1 The following steps are hereby established as

the personal grievance procedure to be followed by all employees of the BOROUGH covered by this Agreement:

a. (Step 1) Within ten (10) working days after either the occurrence of the event or acts which gave rise to a grievance, or the date on which the employee knew or should have known of such event or acts, an employee with a grievance shall first orally discuss the same with the Lieutenant in charge of his tour with the objective of resolving the matter informally. Within three (3) working days next following such oral discussion, the Lieutenant shall communicate his decision to the employee. If the decision is unsatisfactory to the employee, or, if the Lieutenant fails to communicate his decision within the said three (3) working days, the employee may proceed to Step 2 of this grievance procedure;

b. (Step 2) Within three (3) working days following the denial or failure of relief under Step 1, the employee shall file his grievance, in writing, with the Captain in charge of his division, setting forth the specific nature thereof, the facts relating thereto and the action requested to be taken. Within three (3) working days thereafter, said Captain shall communicate

his decision, in writing to the employee. In the event the employee does not receive satisfactory relief within the set period of time, he shall have the right to proceed to the next step in this grievance procedure;

c. (Step 3) Within three (3) working days after an unsatisfactory decision or result under Step 2, the employee may present his grievance to the Grievance Committee of the PBA for its consideration. If the Grievance Committee of the PBA shall determine, by majority vote, that the grievance has merit, it may appeal such decision to the Chief of Police. Such appeal shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto, each specific issue with which the employee disagrees with the decision at Step 2, and the action requested to be taken by the Chief of Police. Within five (5) working days after the appeal has been filed with the Chief of Police, the same shall be orally discussed between the Chief of Police, the Grievance Committee and the employee. Thereafter the Chief shall communicate his decision, in writing, to the Grievance Committee of the PBA and the employee within six (6) working days after the conclusion of such oral discussion.

In the event the employee does not receive satisfactory relief within the said period of time, the Committee shall have the right to proceed to the next step in this grievance procedure;

d. (Step 4) Within three (3) working days after an unsatisfactory decision or result under Step 3, the Grievance Committee may appeal such decision to the Municipal Administrator. Such appeal shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto, each specific issue with which the said Committee disagree with the decision at Step 3, and the action requested to be taken by the Municipal Administrator. Within five (5) working days after the appeal has been filed with the Municipal Administrator, the same shall be orally discussed between the Administrator, the Grievance Committee of the PBA and the employee. Thereafter, the Administrator shall communicate his decision in writing, to the said Committee and the employee within six (6) working days after the conclusion of such oral discussion.

10.2 In the event an appeal is not timely filed in writing pursuant to sub-sections b, c or D, the decision at the prior Step shall be final and the matter shall be considered closed.

10.3 The following steps are hereby established as the grievance procedure to be followed by all employees of the BOROUGH subject to this Agreement with respect to general grievances:

a. (Step 1) All general grievances shall be first presented to a Grievance Committee of the PBA for its consideration. In the event the Grievance Committee of the PBA shall by a majority vote determine that the grievance presented has sufficient merit, such general grievance shall be presented in writing to the Chief of Police. Such general grievances shall be deemed to be from all the employees of the department and it shall not be necessary to reveal any individual's name therein. Within ten (10) working days after the presentation of such written grievance, the Chief of Police shall meet with the Grievance Committee of the PBA with the objective of resolving the matter informally. Within three (3) working days next following such meeting, the Chief of Police shall communicate his decision to the Grievance Committee of the PBA, or if the Chief fails to communicate his decision within the said three (3) working days, the Grievance Committee may proceed to Step 2 of this grievance procedure.

b. (Step 2) Within three (3) working days following the denial or failure of relief under Step 1 in the general grievance procedure, the Grievance Committee of the PBA may appeal such decision to the Municipal Administrator. Such appeal shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto, each specific issue with which the Grievance Committee disagrees with the decision at Step 1, and the action requested to be taken by the Municipal Administrator. Within five (5) working days after the appeal has been filed with the Municipal Administrator the same shall be discussed at a meeting between said Administrator and the Grievance Committee of the PBA. Thereafter the Municipal Administrator shall communicate his decision in writing to the Grievance Committee of the PBA within six (6) working days after the conclusion of such meeting. In the event the appeal is not timely filed in writing with the Municipal Administrator, the decision at Step 1 shall be final and the matter shall be deemed closed.

10.4 Time Limits:

(a) The number of days indicated at each Step shall be considered as a maximum period. Time limit specified may, by mutual written agreement, be enlarged or reduced;

(b) The failure of an employee to proceed to the next step within the specified time limits, shall be deemed to be an acceptance of the decision rendered at the Step last resorted to and shall constitute a waiver of any further proceedings on the basis of the grievance in question.

10.5 All employees shall have the right to be represented in any Step of the personal grievance procedure specified in Section 10.1, by a member of the Grievance Committee of the PBA.

XI. WAGES

11.1 The wages of the employees covered by this Agreement shall be governed by and paid in accordance with Ordinance No. 72-10, the 1972 Salary Ordinance for the Police Department of the Borough of Paramus, provided, however, that in cases where the BOROUGH shall determine that additional compensation shall be paid for emergency time worked in lieu of compensatory time off, such additional compensation shall be pursuant to NJSA 40A:14-134, at the prevailing wage for such employee, and provided further that personnel assigned to the Traffic Bureau as Specialists shall receive an additional \$369.00 during the period of assignment.

XII. OVERTIME

12.1 It is recognized that the needs of the BOROUGH may require overtime work beyond the employee's standard daily or weekly schedule, although, it is the policy of the BOROUGH to avoid the necessity of overtime work wherever possible.

12.2 The Chief of Police and the BOROUGH shall have the authority in their sole discretion to declare an emergency as "emergency" is defined in NJSA 40A:14-134, and such emergency duty shall be compensated as set forth in Article XI hereinabove.

12.3 Overtime work will ordinarily be compensated by compensatory time off to be granted by the Chief of Police at a time as near mutually agreeable with the employee as possible, and in any event, within two (2) months of the time the extra work was performed.

12.4 In the event the work of the department does not permit the allowance of compensatory time off, the Chief of Police may recommend to the BOROUGH that the employee be paid for such overtime work.

12.5 Investigative personnel shall earn overtime

only if they are called in for an unusual assignment outside the scope of normal investigative procedures, such as a stake out for a specified period of time.

(a) Said personnel shall receive an additional five (5) days compensatory time off for said time in recognition of additional hours of work.

12.6 Employees shall receive compensatory time off for all off-duty appearances in all Courts, civil and criminal, in accord with existing Police Department directives, copies of which are annexed hereto and made a part hereof.

12.7 In all situations of earned overtime, other than during emergencies, as defined in NJSA 40A:14-134, employees shall be compensated on a time and a half basis in compensatory time or cash.

XIII. CLOTHING ALLOWANCE

13.1 The BOROUGH shall pay the additional sum of Two Hundred Seventy-Five (\$275.00) Dollars to each employee of the Police Department covered by this Agreement for the purpose of purchasing uniforms and maintenance of uniforms and clothing. The PBA agrees that the distribution of said allowance in cash is

experimental in nature and that it will not request any addition to such allowance in the negotiations for 1973. The BOROUGH agrees to review this policy and the longevity policy as part of the position classification and pay plan study to be conducted.

XIV. EFFECTIVE DATE AND DURATION

14.1 This Agreement shall become effective on the date it is signed by both parties after it has been duly approved by a majority of the membership of PBA, Local 186, and the Mayor and Council of the Borough of Paramus.

14.2 The provisions hereof shall be retroactive to January 1st, 1972.

14.3 This Agreement shall remain in full force and effect and may not be terminated without a writing signed by both parties until midnight, December 31st, 1972.

14.4 In the event the parties do not enter into a new Agreement on or before midnight of December 31st, 1972, then this Agreement shall continue in full force and effect from month to month, subject to being terminated upon written notice by either party at least thirty (30) days prior to any intended expiration date.

14.5 All notices shall be served by either party on the other party stating such intention to terminate or amend this Agreement and shall be sent by Certified Mail, return receipt requested, in the case of the BOROUGH to the Borough Clerk at the Municipal Building, in the case of the PBA to the President of the PBA, Local 186, at the Borough Police Department.

14.6 The parties agree that they will exchange proposals for any proposed changes in this Agreement at least forty-five (45) days before December 31st, 1972, and will meet and negotiate within such forty-five (45) day period in an effort to determine the terms and provisions of a new collective bargaining Agreement for a succeeding period.

XV. MISCELLANEOUS

15.1 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.

15.2 All the terms, covenants and conditions herein contained shall inure to the benefit of and shall bind the respective parties hereto, their legal representatives, successors and assigns.

15.3 The BOROUGH and the PBA shall meet with the Municipal Court Judge to arrange the scheduling of Municipal Court appearances so that as nearly as possible, police officers are not required to appear other than during a tour of duty.

15.4 The designated survivors of police officers killed in the line of duty shall be entitled to receive a Five Thousand (\$5,000.00) Dollar survivors' life insurance benefit which shall be funded by the BOROUGH.

15.5 The provisions of the Borough Personnel Ordinance No. 72-12 have not been negotiated by this Contract and both parties reserve their rights relative to same for further negotiations.

15.6 Employees shall not be required to be residents of the BOROUGH, unless otherwise provided by law.

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 set forth.

ATTEST:

BOROUGH OF PARAMUS

BY: *Charles E. Reid*
CHARLES E. REID, Mayor

Jean Pallito
JEAN PALLITO, Borough Clerk

ATTEST:

PARAMUS PATROLMEN'S BENEVOLENT
ASSOCIATION, Local No. 186

BY: *Donald M. M. [unclear]*
President

William Joyce
Secretary

I hereby certify the foregoing to be a true copy of a
resolution adopted by the Mayor and Council of the
Borough of Paramus on _____

I hereby certify the foregoing to be a true copy of a
resolution adopted by the Mayor and Council of the
Borough of Paramus on _____

Borough Clerk

Borough Clerk

BOROUGH OF PARAMUS

RESOLUTION NO. 72-8-26

AUTHORIZING EXECUTION OF CONTRACT WITH
PARAMUS POLICE DEPARTMENT PBA

WHEREAS, the Borough has conducted extensive negotiations with regard to the terms and conditions of employment of the Law Enforcement Officers of the Borough Police Department represented by Local 186 of the PBA; and

WHEREAS, an Agreement has been reached with the PBA with regard to such terms and conditions;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Paramus that the Mayor and the Borough Clerk be, and hereby are, authorized to execute the Agreement with the PBA with regard to the terms and conditions of employment of the Law Enforcement Officers of the Paramus Police Department, which Agreement is annexed hereto and made a part hereof.

FURTHER RESOLVED, that the Borough Clerk be, and hereby is, authorized and directed to file a copy of said Agreement with the Public Employee-Employer Relations Commission.

Introduced by Councilman Kosco

Seconded by Councilman Hickey

Adopted: August 23, 1972 on roll call vote as follows:

Ayes: Contillo, D'Uva, Hickey, Kosco, Robertson

Nays: None

Approved: August 23, 1972

BOROUGH OF PARAMUS

BY

James Robertson c/p
James Robertson, Council President

ATTEST:

Jean Palitto
JEAN PALITTO, BOROUGH CLERK

I hereby certify this resolution to be a true copy.

Jean Palitto
Jean Palitto, Borough Clerk