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AGREEMENT BETWEEN THE BOROUGH OF CLOSTER, B. J. V.
AND
THE POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 233 (CLOSTER UNIT)

81-82

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A G R E E M E N T

0.00 PREAMBLE

0.01 THIS AGREEMENT, made this *14th* day of *October* 1981 by and between the BOROUGH OF CLOSTER, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer", and THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 233, (CLOSTER UNIT), hereinafter referred to as the "PBA".

0.02 WHEREAS, the Employer and the PBA 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:

1.00 AGENCY SHOP

1.01 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

1.02 The Union agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

4.00 ASSOCIATION REPRESENTATIVES

4.01 The Employer recognizes the right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement, provided that they are members of the Closter Police Department or their attorneys.

4.02 The Association shall furnish the Employer in writing the names of a representative and alternate and notify the Employer of any changes. The Employer shall be notified of the names and any changes.

4.03 The authority of the representative and alternate so designated by the Association shall be limited to, and shall not exceed the following duties and activities: (when the representatives are off duty, no compensation shall be earned by attendance at meetings):

- (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 Association or its officers.
- (c) The following rules shall apply:
 - (1) Investigation to be on off duty time unless otherwise requested by the Employer.
 - (2) When meetings are scheduled and the representatives are on duty, there shall be no loss of pay by virtue of attendance at such meetings.
 - (3) When the representatives are off duty, no additional compensation shall be earned by attendance at meetings.

4.04 The designated Association representative shall be granted time with pay during working hours to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with Employer officials where such meetings are scheduled by the Employer.

5.00 PRESERVATION OF RIGHTS OF THE PARTIES

5.01 Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Employee pursuant to any rules, regulations, instruction, directive, memorandum, practice, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

7.00 SALARIES

7.01 The base annual salaries of all Employees covered by this Agreement shall be set forth in Appendix "A".

7.02 The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed retroactive to January 1, 1981 unless a contrary intent is expressed in this Agreement, and monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

7.03 The base annual salary for the year 1982 shall become effective February 1, 1982.

8.00 WORK DAY, WORK WEEK AND OVERTIME

8.01 The normal work day tour shall be eight (8) hours in a twenty-four (24) hour period which shall include within the eight (8) hour span, forty-five (45) minutes of mealtime per day as well as appropriate rest periods.

8.02 There shall always be sixteen (16) hours of time off between tours of work. The normal work week shall be forty (40) hours in a seven (7) consecutive day period. Work in excess of the Employee's basic work week or tour for a day is overtime.

8.03 Overtime shall be paid by the following rules: It shall be paid as paid overtime compensation (time and one-half) or as compensatory time off which shall accumulate.

8.04 The following rules for compensatory time shall apply:

- (a) Compensatory time off shall accumulate in a Compensatory Time Off (C.T.O.) Bank.
- (b) Time shall be taken subject to availability and on prior request to the Chief or his appointee.
- (c) If time is not taken by December first of each year, then the Employee shall submit a voucher and receive payment.
- (d) The C.T.O. Bank shall be allowed to accumulate no more than twenty-four (24) hours at any one time. Where the maximum of twenty-four (24) hours has been reached, overtime shall be compensated by pay.

9.00 HOURLY RATE

9.01 To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary shall be divided by 2086 hours.

- 13.02 There may be certain situations in which the Department, because of special skills or other attributes of a particular officer, determines that it is in the best interests of the Employer to bypass an Employer or Employees on the seniority list.
- 13.03 While this Agreement contemplates the possibilities noted in Section 13.02 it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purposes of the overtime roster.
- 13.04 The purpose of this section is to equalize overtime among Employees and same shall not be defeated by the Employer's selection of special persons for special details as set forth herein.
- 13.05 Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member on the seniority roster aforementioned. If a man refuses overtime on any occasion, he shall go to the bottom of the roster.
- 13.06 The present use of Marshalls as dispatchers shall not be affected by this clause.
- 14.00 SHIFT CHANGES
- 14.01 Where tours of work are changed with less than forty-eight (48) hours notice, the Employee shall receive two (2) hours of straight time pay for each change. (One payment per change - single day or block of day). This Article shall not apply to Full Departmental Mobilization.
- 15.00 LONGEVITY
- 15.01 In addition to all wages and other benefits, each Employee shall be entitled to a longevity payment as follows:
- Longevity shall be one percent (1%) upon completion of three (3) years service and one third of one percent (1/3%) of the Employee's base wages for such additional year of completed service.
- 15.02 All employment dates for purposes of longevity clause shall be considered to be the first day of January of the year of initial employment.
- 15.03 The said payments for longevity shall be paid on a weekly basis to the Employees entitled to same.
- 16.00 UNIFORMS
- 16.01 Each new Employee shall receive from the Employer, free of charge in lieu of a clothing allowance, a complete uniform.
- 16.02 Thereafter, the Employer will pay each Employee, during the term of this Agreement, a clothing allowance which shall be payable in June.

18.04 No Employee who is on vacation shall be recalled by the Employer except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

18.05 Vacations shall be selected on a rotating seniority basis which shall be established by the Department as presently established.

19.00 HOLIDAYS

19.01 All Employees covered by this Agreement shall be entitled to and will receive thirteen (13) holidays per year.

19.02 The holidays noted herein shall be as set forth in Appendix "C".

19.03 Each Employee shall be paid for six and one-half (6-1/2) days' pay on the first pay period in June of each year and another six and one-half (6-1/2) days' pay during the first pay period in December of each year. Holiday pay shall be based on the Employee's base annual wage.

20.00 SICK LEAVE

- 20.01 (a) All Employees covered by this Agreement shall be granted fifteen (15) days of sick leave with pay during each calendar year of service commencing with the year 1977.
- (b) Said fifteen (15) working days of sick leave shall accumulate from year to year if they are not used or such unused portion shall accumulate in a sick leave bank. The sick leave accumulation bank shall not exceed the total of one hundred eighty (180) working days.
- (c) Upon an Employee's normal retirement or upon a disability retirement, the Employee shall be entitled to compensation representing fifty (50%) percent of all remaining accumulated sick days (accumulated as of the time of his retirement in a sick leave time bank) which compensation shall be at the Employee's daily rate at the time of his retirement.
- (d) All Employees who have completed ten (10) years of service as of 1977, shall be granted three (3) working days' credit in their sick leave time bank for each year of completed service after the tenth year. Said grant shall not be used for retirement credit but shall be considered a transitional allocation for those senior Employees as defined herein. Said Employees with more than ten (10) years of service shall also be granted the usual fifteen (15) days of accumulated sick leave per year as above provided which shall go into their accumulated sick time bank and shall be used for retirement

22.05 In the event of a dispute arising as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom the final decision of the last reviewing court.

22.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

23.00 BEREAVEMENT LEAVE

23.01 All permanent full time Employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family.

23.02 Immediate family shall include spouse, children, parents, brothers, sisters, grandparents, and such other relatives as may be approved by the Chief of Police and Police Commissioner.

23.03 Such funeral leave shall not be charged against the Employee's vacation or sick leave.

23.04 Any extension of absence under this Article, however, may be at the Employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

23.05 In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Mayor and Council.

24.00 LEAVE OF ABSENCE

24.01 All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed one year.

24.02 The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the governing body. The governing body shall consider each case on its merits and without establishing a precedent.

24.03 This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the Employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave without pay is requested for reasons other than illness.

24.04 At the expiration of such leave, the Employee shall be returned to the position from which he is on leave.

24.05 Seniority shall be retained.

- 28.02 Subject to the availability of same, the Employer will permit a department police vehicle to be utilized by the members in the funeral service, and with the permission of the Chief of Police.
- 28.03 Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Mayor and Council.
- 29.00 PERSONNEL FILES
- 29.01 A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the offices of the Chief of Police and may be used for personal evaluation purposes by the Chief of Police and the Mayor and Council.
- 29.02 Any member of the Police Department may by appointment review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.
- 29.03 Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.
- 29.04 All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file will be removed therefrom except by Court order.
- 30.00 MILITARY LEAVE
- 30.01 Military leave from Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.
- 31.00 PENSION
- 31.01 The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.
- 31.02 The Employer will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.
- 31.03 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then, and in that event, resolution of said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

- (2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Employer's governing body or its representative on the grievance.
- (3) Employees covered by this Agreement shall have the right to process their own grievance without representative.
- (4) The cost of the Arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

33.00 SAVINGS CLAUSE

33.01 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 invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

33.02 If any provisions are so invalidated by statute, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

34.00 OFF DUTY POLICE ACTION

34.01 Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

- (a) Any action taken by a member of the force on his time off, which would have been taken by an officer on active duty if present or available, shall be considered police action, and the Employee shall have all the rights and benefits concerning such action as if he were then on active duty.
- (b) Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed off-duty police officers, and further recognizing the weighty responsibility and hazards confronting such armed off-duty police officers, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount; One (\$1.00) Dollar per year for off-duty time. This clause shall not be effective when the Employee is in the active employ of another as a security guard. Compensation for such time shall be considered as part of the base annual wage.

37.00 MATERNITY LEAVES

37.01 Maternity leaves not to exceed six (6) months without pay shall be granted at the request of a female Employee.

37.02 Maternity leaves may be extended or renewed for a period not to exceed six (6) months without pay upon the request of a female Employee.

38.00 SAFETY AND HEALTH

38.01 The Employer shall at all times maintain existing working conditions to insure safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end.

39.00 YEARLY CALENDAR

39.01 Except as otherwise modified by this Agreement the present calendar shall remain in full force and effect.

39.02 The calendar showing the yearly schedule rotations and assignments shall be posted at a conspicuous location and available for review by Employees no later than February first of each year.

39.03 Vacations are selected pursuant to the Agreement and shall be fully shown and included upon the posting of the yearly calendar as set forth in this Article.

40.00 NO WAIVER

40.01 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

40.02 This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

APPENDIX A

BASE ANNUAL WAGE

<u>Patrolman</u>	<u>Effective 1/1/81</u>	<u>Effective 2/1/82</u>
(a) During first six months (probationary)	\$ 12,128	\$ 13,201
(b) During period between six months and one year	13,320	14,499
(c) During second year	16,731	18,212
(d) During third year	18,788	20,451
(e) Over three years (maximum)	22,600	24,600
<u>Sergeant</u>	24,019	26,010
<u>Lieutenant</u>	25,231	27,464
<u>Captain</u>	26,358	28,691

In addition to the above salary schedule, all employees assigned to the Detective Bureau shall receive a detective increment which is paid in lieu of overtime pay. The detective's increment shall be seven (7%) percent of that employee's base annual wage.

The detective's increment shall be paid as an addition to the employee's regular pay (folded in).

APPENDIX C

HOLIDAYS

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Memorial Day
5. Good Friday
6. Independence Day (July 4th)
7. Labor Day
8. Columbus Day
9. Election Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Eve
13. Christmas Day