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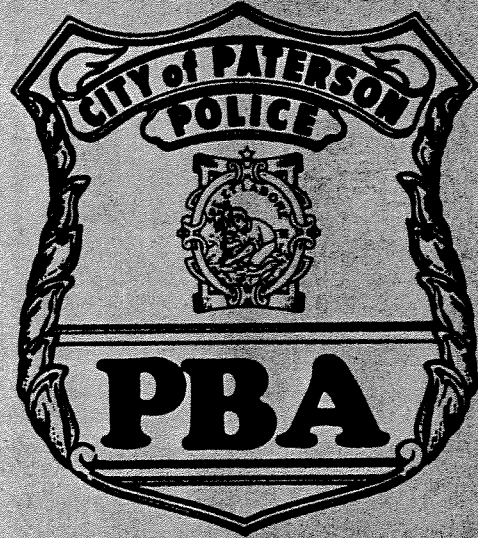
# CONTRACT

BETWEEN

**THE CITY OF PATERSON,**

AND

*City of*



**PATERSON POLICE PBA  
LOCAL 1**

*X* 80-81  
LIBRARY  
Management and  
Relations

MICHAEL ADAMO 22 1981  
PRESIDENT

RUTGERS UNIVERSITY



# **PATERSON POLICE PBA**

## **Local 1**

111 Broadway  
P.O. Box "C"  
Paterson, New Jersey 07509  
(201) 881-6857



Michael Adamo . . . . .	President
Dennis De Marco . . . . .	Vice President
Fred Cheff . . . . .	Secretary
Kevin Brady . . . . .	Treasurer
Charles Huntington . . . . .	Financial Secretary
Willard Harris . . . . .	Sergeant-at-Arms
Albert Della Vecchia . . . . .	Trustee
Patsy DiNardo . . . . .	Trustee
Harold Pegg . . . . .	Trustee
Patsy Affinito . . . . .	State Delegate



### **Regular Membership Meetings**

2nd Tuesday of each month  
7:30 P.M.

St. Anthony's School Hall  
20th Avenue & Beech Street

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## **2. ASSOCIATION SECURITY AND PRIVILEGES**

2.1 All employees covered by this Contract who are members of the Association at the time this Contract is ratified or who hereafter become members during the term of this Contract must retain their membership in the Association for the duration of the Contract, by offering to pay monthly dues, assessments, and initiation fees required by the Association. Subject to the provisions of N.J.S.A. 52:14-15.9e, the City agrees to deduct twenty-six (26) times per year from the salary of each employee the sum certified as such, and deliver same to the Association Financial Secretary and/or any other duly authorized Association Officer, by the Tuesday following the week the deduction was made. The Association agrees that it will indemnify and save harmless the City of Paterson against any and all actions, demands, losses, claims or expenses in any matter resulting from action taken by the City of Paterson at the request of the Association under this section.

2.2 The City shall not discriminate in favor of, or assist any other labor or police organizations which in any way affects the Associations' rights as certified representative for the period during which the Associa-

tion remains the certified representative of the employees.

2.3 The City will cooperate with the Associations' officers with respect to all reasonable requests concerning the Associations' responsibilities as the certified representative.

2.4 Neither the Association or the City shall exert any pressure on, or discriminate against an employee because of his membership or non-membership in the Association.

2.5 During the actual negotiating sessions between representatives of the Association and the City for renewal, change, or a new collective bargaining agreement, the negotiators for the Association shall be assigned to the day tour during negotiation days, and they shall be excused from their duties in the Division provided such periods of negotiating are reasonable and necessary and provided the number of negotiators shall not exceed five (5) in number. The Association President shall notify the appropriate shift commanders at least forty-eight (48) hours in advance of the scheduled negotiations.

2.6 The Association President shall be assigned to the day tour of duty in a non-uniform division appropriate to his fulfilling

the obligations of his office including but not restricted to the attending of Association meetings, the processing of grievances, and the administration of this Contract with the City and its' employees. He shall not suffer any loss of wages or benefits while fulfilling the requirements of this section.

2.7 Elected Officers of the Association shall be excused from duty at the time meetings and officers workshops held prior to the meeting are to be held, so that they are able to attend meetings of the general membership, and they shall not be required to perform any additional services to make up for time spent in attendance at such meetings. The shift commander may not unreasonably refuse to excuse an individual if remaining manpower is adequate to meet the service needs of the organizational unit of which that individual is assigned.

2.8 The Association State Delegate or his alternate, shall be excused from duty on the day that meetings are to be held by the Delegate Board of the New Jersey State P.B.A. He shall not be required to perform any additional services to make up for time spent in attendance at such meetings.

2.9 A maximum of four (4) members of the Association shall be designated by the

Association President and shall be assigned to the day tour, and shall be excused from duty without loss of pay or benefits, to survey and distribute to the business establishments in the City of Paterson a window security shield decal. The assignment of these men shall commence in the month of January each year, and on a specific date which will be mutually decided upon between the Public Safety Director and the Association President. The duration of this assignment will end upon the completion of the survey not to exceed ten (10) weeks. This activity will be in conformance with the rules and regulations and with any directives issued by the Attorney General and/or Prosecutors Office.

2.10 A maximum of nine (9) appointed Association delegates shall be excused from duty without loss of pay or benefits, to attend an annual Association convention. The Association President shall notify the Chief of Police thirty (30) days prior to the start of the Convention with a list of the names of the Association members who will attend said Convention.

2.11 The City shall provide an office in the Headquarters building for the sole use of this Associations' officers to administer this Contract and to execute duties of their

office. The Association shall bear the full cost of furnishing said office, however, the City will provide a Division phone in the Office to be used by the Association officers for official business only.

2.12 The Association President, and an officer if needed, shall have the right to visit the Director, Chief of Police, Headquarters, Precincts, Motor Pool, and other police occupied facilities, at all reasonable hours for Association business. The Association President, or his designees, shall have the right to visit other officials of the City government for Association business in accordance with existing rules and regulations.

2.13 The Association shall be furnished with copies of all Directives, General Orders, Special Orders, Personnel Orders, Rules and Regulations and Procedures, and other communications affecting wages, hours and other terms and conditions of employment for employees covered by this Contract, and said copies shall be furnished to the Association within twenty-four (24) hours of their promulgation.

2.14 The City shall furnish at no cost to the Association, once a year, an updated listing or roster which shall contain the names, current addresses and telephone

numbers of police officers who are members of the Association, as such information is reflected in the files of the City to be used solely for Association business.

### **3. EMPLOYER RIGHTS**

3.1 The City retains all rights it had prior to the signing of this Contract, except as such rights have been specifically relinquished or abridged in this Contract.

### **4. NON-DISCRIMINATION**

4.1 Neither the City nor the Association shall discriminate against any employee on conditions of employment because of race, color, creed, sex or national origin.

### **5. POLICE OFFICER'S RIGHTS**

5.1 Pursuant to Chapter 303, Public Laws of 1968 and amendments thereto, the City hereby agrees that every employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining negotiations and other concerted activities for mutual aid and protection. The City agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of the State of New Jersey, its'



own, his Commanding Officer shall be promptly notified of his whereabouts by the Officer in charge of the investigation.

5.3.6 The employee shall be informed of the nature of the investigation before any questioning commences, including the name of the complainant and all witnesses. The names and the addresses of the complainants and/or witnesses need not be disclosed if sufficient information to reasonably apprise the employee of the allegations is otherwise provided. If it is known at the initial contact, an employee being questioned shall be informed whether he is the target of a criminal investigation or a witness.

5.3.7 The questioning shall not be overly long and reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary. The employee shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishments. No promises of reward shall be made as an inducement to answering questions.

5.3.8 If an employee is under arrest or is likely to be, or if he is a suspect or the

target of a criminal investigation, he shall be afforded and advised of all of his rights pursuant to the United States Constitution.

5.3.9 Any records in the files of the Internal Affairs Unit which have been ordered expunged by a court of competent jurisdiction shall be promptly disposed of in accordance with the law.

5.3.9.1 Upon the completion of an investigation which does not result in disciplinary action or the filing of charges, all records and notes of the investigation with the exception of a summary that the investigation did occur shall be removed from the files of the Internal Affairs Unit and destroyed.

5.3.10 There shall be only one Divisional Personnel file, which will be maintained in the Office of the Chief of Police.

5.3.11 Suspension, reinstatement and recovery of withheld pay shall be in accordance with N.J.S.A., Title 40A: 149.1, 149.2, 149.3 and Civil Service Rules and Regulations including any amendments hereinafter made to these Titles. Authority under this provision will be exercised in accordance with the citywide Personnel Policy with regard to employees charged with criminal misconduct by (a) the City or its

official representative or (b) authorities other than the City. Personnel Policy dated January 25, 1977 as amended.

5.4 An employee shall not be required to report the employment of his spouse or children, and he shall not be required to submit a financial report of any kind, unless required by court or city ordinance adopted pursuant to further negotiations, prior to the adoption of said ordinance.

5.5 An employee shall not be required to pick up the bodies of those deceased persons whose bodies are so decomposed as to be offensive. Neither shall an employee be required to perform those duties which are normally performed by other Divisions of the Department or other City Departments or Agencies. This section shall not apply in the case of a bona fide emergency.

5.6 Except pursuant to court order, photograph(s) of an employee shall not be displayed or made available to any member or segment of the news media without the prior approval of the employee.

5.7 In case of an allegation brought against an employee, an employee shall not be required to participate in any "line-up" or "show-up" for the purpose of allowing any complainant or witness to view their

person, unless the employee is provided for all legal protection as provided by law.

5.8 The address of an employees' residence, and the number of his telephone shall not be made known to anyone without the said employee's written permission, unless it is for the purpose of official police business and at the order of the Chief of Police.

5.9 It shall be optional for an employee to carry his weapon when not on duty.

5.10 Employees may join political clubs, make political contributions or run for political office to the extent permitted by law.

5.11 An employee may, if he so chooses, reside outside the jurisdiction of the City and he shall not be discriminated against in any way, including but not limited to, wages, promotion, assignments, or any other conditions affecting his continued employment, unless otherwise changed by state statute.

5.12 No employee shall be required to submit to a pathometer, polygraph or other lie detector tests, blood test, breath analyzer, or any other examination, procedure or test of similar purpose. Such test may be

given if requested by the employee or if required by law.

5.13 No search of an employees' person, property, or personal papers or effects may be conducted without his consent, except as provided for by law.

5.14 Conversations or questioning of an employee may be recorded only in accordance with the law.

## **6. GRIEVANCE AND ARBITRATION PROCEDURE**

### **6.1 GRIEVANCE PURPOSE AND DEFINITIONS**

6.1.1 In order to establish a more harmonious and cooperative relationship between the City and the employees, and to avoid and resolve disputes involving alleged violations of the terms of this Contract, it is the purpose of this provision of the Contract to provide for the settlement of differences through an orderly grievance procedure.

6.1.2 A grievance is a claimed violation, misinterpretation or inequitable application of the provisions of this Contract, the Rules, Regulations or Procedures of the Department affecting terms and conditions of employment.

6.1.3 **COMMANDING OFFICER** shall mean the immediate Commanding Officer of the aggrieved employee.

6.1.4 **REVIEWING OFFICER** shall mean the superior officer in charge of the next higher command or level of a Commanding Officer.

6.1.5 The term "grievant" shall mean an employee, group of employees or the Association or City.

6.1.6 "Working Day" shall mean a tour of duty consisting of eight (8) hours or part thereof, of either a grievant, Supervisor, Commanding Officer, Reviewing Officer, Chief of Police, Director of Public Safety or other affected City or Department head as the context requires. Day-off or leave-day shall not be considered a working day.

## **6.2 PROCEDURE**

6.2.1 It is important that grievances be processed as rapidly as possible. The number of "working days" shall be considered as maximum and every effort shall be made to expedite the grievance process. However, when mutually agreed, the time limits given below may be extended.

6.2.2 **TIME LIMITS** — If the employer does not answer a grievance or an appeal

thereof to the employee or the Association within the specified time limits, the aggrieved employee may proceed to the next step of the grievance procedure. Failure to announce the appeal of a grievance to the next step within the specified time limits shall terminate the grievance.

**6.2.3 CLOSED MEETINGS AND HEARINGS** — All meetings and hearings referred to in this Section shall not be conducted in public, and shall be limited to the grievants, representatives, and other participants of these procedures as heretofore referred to in this Section.

**6.2.4 REPRESENTATION** — A grievant shall be entitled to be represented by the Association or a legal representative of his own choosing in the presentation and processing of a grievance in all stages, provided however, that notification of all meetings, steps, copies of all grievances and answers are given to the Association and the Association is given the right to be present, and state its' own views, at all meetings and hearings of the grievance procedure.

**6.2.5 TIME OF MEETINGS AND HEARINGS — WORKING HOURS**

All discussions, meetings and hearings

between a grievant, Supervisors, Commanding Officers, Reviewing Officers and others, shall so far as practicable, be conducted within the grievants working hours. A grievant and his representative shall be allowed such time off from their regular duties, without loss of pay or benefits, as may be necessary and reasonable for hearings and discussions.

### **6.3 BASIC STANDARDS AND PRINCIPLES**

6.3.1 Every employee shall have the right to present his grievances in accordance with procedures prescribed herein, free from interference, coercion, restraint, discrimination or reprisal.

6.3.2 The availability of the grievance and arbitration procedure shall not justify a failure to follow orders.

6.3.3 The parties by written consent may waive all of the steps except arbitration.

6.3.4 A grievance resulting because of an action or order by the Chief of Police may be commenced at Step 3 in the grievance procedure.

### **6.4 STEPS OF GRIEVANCE PROCEDURE**



6.4.1 Employees, Supervisors and the City are expected to exhaust every administrative device to settle amicably all differences of opinion. In the interest of uniform procedure and to expedite handling, employees are expected to present their grievances through regular supervisory channels in the foregoing order and within fifteen (15) days from the date the incident occurred, or within fifteen (15) days from the date the employee should have known of the incident, or the grievance shall be deemed waived.

6.4.2 Prior to initiating Step 1, an employee shall discuss his problem or grievance with his immediate supervisor. The supervisor shall evaluate the problem or grievance, and within the scope of his authority pursuant with the Rules, Regulations and Procedures of the Department, attempt to adjust the grievance within twenty-four (24) hours.

6.4.3 If the grievant still be aggrieved, the grievant may refer the grievance to Step 1.

## **6.5 STEP 1 — COMMANDING OFFICER**

If the grievance is not settled after discussion with the supervisor, the employee and his Grievance Representative shall with-

in one (1) day, take the grievance up with the Commanding Officer of his command on an informal basis. The Commanding Officer shall have one (1) day within which to attempt to resolve the grievance.

#### **6.6 STEP 2 — REVIEWING OFFICER**

If no satisfactory agreement is reached at Step 1, then within three (3) days the grievance shall be reduced to writing and submitted to the Reviewing Officer. The Reviewing Officer shall submit his decision in writing to the Association and the grievant within three (3) days.

#### **6.7 STEP 3 — CHIEF OF POLICE**

If no satisfactory agreement is reached after Step 2, the grievance may be submitted to the Chief of Police within three (3) days. The Chief of Police shall have five (5) days to submit his decision in writing to the Association and the grievant.

#### **6.8 STEP 4 — DIRECTOR OF PUBLIC SAFETY**

If no satisfactory agreement is reached after Step 3, the grievance may be submitted to the Director of Public Safety within three (3) days after receipt of the Step 3 decision. The Director of Public Safety shall have five (5) days to submit his deci-

sion in writing to the Association and the grievant.

## **6.9 IMPARTIAL AND BINDING ARBITRATION**

6.9.1 Within twenty (20) days following receipt of the Police Directors' Step 4 decision, the Association shall have the right to bring grievances unresolved at the Step 4 decision to binding and impartial arbitration, pursuant to the rules of the American Arbitration Association.

6.9.2 Only the Association shall have the right to bring a grievants' unsatisfied grievance to arbitration.

6.9.3 An Arbitrator shall be selected pursuant to the rules and regulations of the Public Employment Relations Commission.

6.9.4 The Arbitrator shall render a decision within thirty (30) days after the closing of the hearing.

6.9.5 The Arbitrator shall be bound by the provisions of this Contract and restricted to the application of the facts presented to him involved in the grievance.

6.9.6 The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Con-

tract or any amendment or supplement thereto.

6.9.7 The cost for the services of the Arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

## **6.10 GRIEVANCE FILE**

All copies of grievance forms, records, documents and other communications relating to a grievance and its processing shall be filed in a separate "Grievance File" in the Office of the Chief of Police, and none of these aforementioned papers nor any reference to them shall be kept in the Personnel File of any of the participants.

## **6.11 GRIEVANCE FORMS**

Forms necessary for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Chief of Police or his designee and the Association, and be given appropriate distribution so as to facilitate operation of the grievance procedure.

## **7.0 WORK SCHEDULES AND CONDITIONS**

7.1 All employees shall have tours of duty not in excess of eight (8) consecutive hours in one (1) day and no more than forty (40) hours in one (1) week.

7.2 All employees shall be entitled to one (1) thirty (30) minute meal period and two (2) fifteen (15) minute relief periods during each eight (8) hour tour of duty.

7.3 No employee shall be required to use his personal motor vehicle in the performance of his official duties.

7.4 All major changes affecting an employees' health, welfare, working conditions, including Division Rules and Regulations, will first be discussed with the Association President prior to the decision being made to effect such change.

7.5 The City shall maintain all equipment used by employees in a safe and properly serviced condition. Specifically, motor vehicles must not be in violation of any state or federal law regarding safety or required equipment. If equipment or a motor vehicle is found to be in violation it shall be placed "out of service".

7.6 All radio motor patrol sector cars shall be equipped with a shotgun and spare

ammunition, readily available to the employees for their use in accordance with established procedures. Said weapon shall be loaded and secured with a proper locking mount.

7.7 All radio motor patrol cars shall be equipped with vehicle manufacturer installed air conditioning in working condition. The vehicles shall be suitable for the police purpose for which it is intended. The Association President, or his designee, shall have input with respect to additional equipment.

7.8 The City shall continue to provide the present or equal free and adequate off-street paved parking facilities for employee personal vehicles at Headquarters, Precincts, Police Motor Pool and other buildings where employees are assigned, and these parking facilities shall be properly maintained and identified exclusively for employees use only.

7.9 The City shall provide all employees with a printed and up to date copy of the Rules, Regulations and Procedures of the Division. Said Rules, Regulations and Procedures shall be supplied with a ring binder of adequate size and printed matter with holes punched for proper insertion.

7.9.1 On or before the effective date of any change in the Rules, Regulations or Procedures, the City shall have these changes printed and distributed to all affected employees for insertion into said employees ring binder.

7.10 The City shall have all Division motor vehicles properly cleaned as heretofore, both interior and exterior, on a regularly scheduled basis as heretofore provided.

7.11 An employee shall not be required to "service", re-fuel, change flat tires, etc., on any motor vehicle assigned to himself or any other employee, except in emergency situations.

7.12 An employee shall not be required to perform any "firefighter" or other related duties normally performed by members of the Division of Fire. As example: the opening and/or closing of fire hydrants.

## **8.0 SAFETY PROVISIONS**

8.1 The City shall continue to maintain available in adequate number, all necessary safety equipment for use as required by police officers in accordance with the rules

and regulations, including prisoner transportation restraints.

8.2 The City shall continue to equip all radio motor patrol sector cars with a metal cage enclosure for the transportation of prisoners. The cage enclosures shall effectively separate the rear occupant area from the forward occupant area of the vehicle. Normally prisoners will be transported in vehicles so equipped or the patrol wagon, except in circumstances where such vehicles are unavailable, or emergent circumstances, or in any situation where such transportation may be prohibited by law.

8.3 The City shall maintain and have available an adequate number of fire extinguishers, first aid kits of the industrial type, stretchers and oxygen and/or resuscitator units. Said equipment shall be placed so as to be readily available for use.

## **9.0 BULLETIN BOARD**

9.1 The City shall permit the Association to maintain an exclusive bulletin board in Headquarters, the motor pool and other police facilities, for the posting of notices concerning Association business and activities, and concerning matters dealing with the welfare of the employees. All print-



ed matter shall contain the official Association emblem.

## **10.0 MAINTENANCE OF STANDARDS**

10.1 All the rights, privileges, and benefits which the employees covered by this Contract enjoyed prior to the effective date of this Contract are retained by the employees except as those rights, privileges, and benefits are specifically abridged or modified by this Contract, and the Rules and Regulations except as otherwise prescribed by law.

10.2 The City shall not establish any change in the educational requirements for promotion which may be applied retroactively to incumbent employees covered by this Contract.

## **11.0 TEMPORARY ASSIGNMENTS**

11.1 When an employee is assigned to perform the duties of a higher rank for thirty (30) consecutive working days or more, the employee so assigned shall be paid the rate of the first step of the higher rank for the entire period in which the employee has performed the duties of the higher rank.

## **12.0 TABLE OF ORGANIZATION**

12.1 The City shall, through the New

Jersey Department of Civil Service, maintain an active and current list of eligibles for the position of Police Officer and all superior ranks within the Division. The City shall not be held responsible for any delays caused by the Department of Civil Service when the requirements of this section cannot be met.

### **13.0 EDUCATION INCENTIVE**

13.1 As part of the regular salary of an employee, in addition to his salary ranges and other compensation, he shall be paid the sum of twenty-two and one half dollars (\$22.50) for each credit hour earned toward a degree or certificate, as issued with the respective accredited institutions, in the field of Criminal Justice Administration as pertaining to Police Science. These credits must be earned at an accredited institution of higher learning.

13.2 Employees so enrolled must maintain no less than the minimum passing grade. Said additional compensation shall be paid to a maximum of two thousand five hundred dollars (\$2,500.00) per calendar year.

13.3 Said additional compensation shall be included in the bi-weekly pay check

received by the employee upon presentation to the Police Department by the employee, of proper certification from the institution attended, setting forth the number of credit hours successfully completed towards a degree in the field of Criminal Justice Administration, as pertaining to Police Science.

13.4 Employees shall be reimbursed for all monies expended for the purchase of books required. After reimbursement said books shall become the property of the City of Paterson.

13.5 An employee who becomes a sworn member of the City of Paterson Police Department after December 31, 1973, and he has previously completed college courses in an accredited institution, and said courses are applicable toward a certificate or degree in Criminal Justice Administration pertaining to Police Science, said employee shall be paid in the following manner for these previously completed courses, and be subject to the following provisions

13.5.1 Upon completion of two (2) years service, he shall receive one third (1/3) payment of credits earned prior to beginning service.

13.5.2 Upon completion of three (3) years service, he shall receive two-thirds (2/3) payment of credits earned prior to beginning service.

13.5.3 Upon completion of four (4) years service, he shall receive the full payment of credits earned prior to beginning service.

13.5.4 The payments provided in Section 13.5 shall be made only in the event a new employee shall enroll in, and continue in the college credit program. He shall cease to be paid for any college credits if at any time he does not register and attend at least one (1) course during any full college year period consisting of two (2) semesters.

13.5.5 In the event a new employee has received a degree in Criminal Justice Administration as pertaining to Police Science, he shall not be required to enroll or continue in the college program in order to qualify for the payments set out in subsection 13.5.4.

13.6 There shall be no limit on the number of courses taken provided a C+ average is maintained. In the event an employee fails to achieve a C+ average in any course, said employee shall be limited to

taking two (2) courses during any one (1) semester of the college year.

13.7 Deductions as provided by law shall be made for pension funds, Social Security, income withholding, and insurance; and other contributions by the City shall be made toward such payments as provided by law.

13.8 All employees shall be permitted to participate in the college credit program provided that he has registered and attended college by taking at least one (1) course during any full college year period consisting of two (2) semesters.

13.8.1 In the event the employee fails to register for, and attend college during the period of two (2) full college years, he shall not be eligible for payment for future college credits, however, he shall always retain the benefits of payments for college credits previously earned and registered.

13.8.1.2 An employee shall be granted extensions from Section 13.8 in the event he shall miss two (2) college years, upon furnishing sufficient proof of extenuating circumstances to the Director of Public Safety.

13.9 In no event shall any past or

future college credit payments be used in calculations for regular salary differentials between ranks.

#### **14.0 TERMINAL LEAVE**

14.1 Upon application for retirement, an employee shall receive ninety (90) working days Terminal Leave with full wages and benefits. Terminal Leave shall commence ninety (90) working days prior to the effective date of his retirement, and the employee shall not be required to report for, or to perform any police duties during this period.

14.2 All non-service connected Sick Leave taken by an employee within one (1) calendar year of the effective date of the employees Terminal Leave, shall be deducted from his Terminal Leave entitlement.

#### **15.0 MILITARY OBLIGATIONS**

15.1 All employees covered by this Contract shall be entitled to all rights, privileges, and benefits under federal and state statutes pertaining to military service.

#### **16.0 SENIORITY**

16.1 Definition: For the purpose of this section, seniority will be based on the number of years or part thereof in grade.

### **16.1.1 POLICE OFFICER — POLICE CHAUFFEUR**

Seniority for Police Officers and Police Chauffeurs will be computed on the number of years or part thereof, of service to the Police Division as a Police Officer or Police Chauffeur, based on the date of permanent appointment to the Police Division and the position on the list from which appointed.

### **16.1.2 SUPERIOR OFFICER**

Seniority for superior officers will be based on the number of years or part thereof, of service to the Police Division as a superior officer, based on the date of promotion and position on the list from which promoted.

16.2 A master seniority list based on the above definitions will be maintained, and a copy supplied to the Association. This list shall indicate the official seniority standing of the members of the Division.

16.3 An employees' length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury, so long as it is not in conflict with Civil Service Rules and Regulations, or the rules and regulations of the applicable pension program.

## **17.0 SICK AND INJURED LEAVE**

17.1 The present sick and injured leave policy shall remain unchanged during the term of this Contract.

17.2 A physician's note shall not be required if an employee has been on sick leave unless there is a personal request made, during the employee's absence by the Chief of Police or his designee.

## **18.0 MATERNITY LEAVE**

18.1 An employee, with one (1) year or more of service, shall be granted maternity leave without pay, for eighteen (18) months duration from the time of pregnancy but no longer than nine (9) months after the birth of the child and shall be returned to duty without loss of seniority and longevity provided she notified the Division after (6) months of leave that she intends to return. Longevity and seniority however, shall not accrue during such leave. The Police Surgeon/City Physician, after consultation with the employees' physician, shall determine when the employee is no longer able to properly perform her duties, and also to perform her duties when she requests to return. The employee, at her sole discretion, may use Vacation Leave, Personal Leave or



other eligible leave before being taken off the payroll. Such time shall be part of the eighteen (18) months. Upon return from such maternity leave, the employee shall be returned to service in the same rank, but not necessarily the same assignment.

## **19.0 LEAVE OF ABSENCE**

19.1 A Leave of Absence up to six (6) months without pay may be granted by the Director of Public Safety upon application of an employee. The request for a leave of absence shall not be unreasonably denied. Upon return from such leave of absence, the employee shall be returned to service in the same rank, but not necessarily to the same position. All benefits shall be prorated in the above event.

## **20.0 DEATH LEAVE**

20.1 An employee, on application to his Commanding Officer, shall be granted "Death Leave" without loss of pay or benefits, from the day of death through and including the day after the day of burial, in the case of death in his immediate family which shall be defined as his wife, husband, child, father, mother, brother, sister, father-in-law and mother-in-law.

20.2 An employee shall be granted "Death Leave" without loss of pay or benefits, for one (1) working day, in case of the death of his son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, uncle, aunt, half-brother, half-sister, grandparent, grand-parent-in-law, and grandchild.

## **21.0 PERSONAL LEAVE DAYS**

21.1 Every employee shall be entitled to four (4) days per year on which he may absent himself from duty for personal reasons. The City shall not cancel personal leave days except for an emergency.

## **22.0 BLOOD DONORS**

22.1 At the sole discretion of the Director of Public Safety, an employee may be granted one (1) day off with pay for the sole purpose of giving blood for a brother officer.

## **23.0 COURT TIME**

23.1 When employees are not otherwise scheduled for duty, they shall be paid their overtime rate of pay (1.5) for all time spent on job related appearances in City, County, State, and Federal courts, Grand Jury, and administrative hearings before

governmental gencies on behalf of the city.

23.2 A minimum of one (1) hour shall be paid for each apperance. Time which exceeds one (1) hour shall be rounded to the closest quarter ( $\frac{1}{4}$ ) hour.

## **24.0 SUBPOENAS**

24.1 Whenever an employee is subpoenaed, all fees paid for his attendance as a witness shall be the property of said employee.

24.2 An employee shall not be required by the Department to remain at his home, or in telephonic contact, or to curtail, postpone, change or cancel any of his activities while said employee is on Vacation Leave, Personal Leave, or other off-duty status, for the purposes of being made available for any court or agency, judicial or administrative proceeding, when said employee has received an "On-Call" subpoena. This paragraph does not intervene the perogatives of the Executive and Judiciary branches of the government.

## **25.0 HOLIDAY LEAVE**

25.1 The following shall be considered Holiday Leave days during the term of this Contract:

1. New Years Day
2. George Washington's Birthday
3. Easter Sunday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

25.2 For the purposes of this section the holiday shall be considered the day on which it is celebrated and the employees shall receive their regular compensation for all of the aforesaid holidays. For an employee who has a regularly scheduled workday on a day observed as a holiday, and he is ordered to work on such a day, he shall receive a substitute holiday leave day in its' place. An employee shall not suffer any loss of pay or benefits for any of the aforesaid holiday leave days.

## **26.0 VACATION LEAVE**

26.1 Effective January 1, 1979 the authorized annual paid vacation leave period provided shall be as follows:

<b>Rank</b>	<b>Number of Work Days</b>
Captain . . . . .	37
Lieutenant . . . . .	35
Sergeant . . . . .	33
Police Officer or Chauffeur over 15 years of service .	28

Police Officer or Chauffeur after 8 through 15 years of service . . . . .	25
Police Officer or Chauffeur 6th, 7th, 8th years of service . . . . .	20
Police Officer or Chauffeur 4th, 5th years of service	15
Police Officer or Chauffeur 0-1st, 2nd, 3rd years of service . . . . .	10

26.2 Vacation Leave days shall be chosen on a seniority basis within each Division, Squad or Unit.

26.3 An employee, if transferred, shall have the right to take his previously selected and approved vacation leave period.

26.4 The vacation shall be divided with no less than three (3) separate vacation periods to be determined annually by the Chief of Police with minimum and maximum numbers of men on leave to be determined by the Chief of Police prior to the selection of the vacation periods. The schedule shall provide not less than two (2) weeks or ten (10) working days vacation leave during the summer vacation period.

26.5 Employees with less than a full year of service shall be assigned their vacation period by the Chief of Police. Employees with more than one (1) year of service and less than five (5) years of service shall receive a minimum of one (1) week or five (5) working days vacation in the summer vacation period.

26.6 Employees hired prior to August 5, 1978 shall not receive any reduction in the number of working days of vacation as provided in previous agreements.

#### 26.7 **Unusual Circumstances.**

Employees may request from the Chief of Police, or his designee, a **Special Vacation Leave** period. The Chief of Police, or his designee, may grant said request subject to the exigencies of the Division.

26.8 With the prior approval of the Chief of Police the employee may accrue unused annual vacation leave up to a maximum of one (1) year's entitlement, in addition to the present year's entitlement. Employees, if requested by management to forgo a Vacation Leave, may volunteer to do so, and these additional Vacation Leave days will also be carried over into the following year.

26.9 Vacation Leave schedules shall be conspicuously posted in the various Commands of employee assignment by January 1 of each year, for that year. Employees may begin their Vacation Leave selection on January 1 for that years' entitlement, however, the period for selecting the Spring Vacation Leave period shall commence at least eight (8) weeks prior to the beginning of that period in the previous year.

26.10 Employees shall not be entitled to reschedule vacation or personal days except in the case of employees having a major illness or on-duty injury who shall be entitled to reschedule vacation subject to the general limitations of paragraph 26.10.1.

26.10.1 Employees shall be entitled to full vacation, holidays, or personal leave in each calendar year only if the employee was actually on duty at least 120 days the prior calendar year. Sick leave, Injury leave, and other leave shall not be considered days on duty. If an employee was not actually on duty at least 120 days the prior calendar year, the vacation, holiday or personal leave the following year shall be reduced on a pro-rated basis of 1/12 for each 20 work days or fraction thereof not worked.

26.10.2 Employees shall not be entitled to **reschedule** any vacation or personal days earned during the last twelve (12) months prior to retirement that were not taken because the employee was on sick or injured leave.

26.11 Except in the event of a public emergency and the actual full mobilization of the Division, Vacation Leave schedules shall not be canceled, and an employee shall not be recalled during his regularly assigned Vacation Leave.

26.12 Should a payroll check come due during the time when an employee is scheduled to be on Vacation Leave, and he chooses to receive this check prior to the start of his Vacation Leave period, he may request to receive said check from the Division payroll fiscal officer. The City shall deliver said check provided the employee gives proper and sufficient notice to the fiscal officer of his request.

## **27.0 OVERTIME**

27.1 Overtime shall consist of all official police duty worked in excess of eight (8) hours in one tour or forty (40) hours in any one (1) week, with the exception of Court time, unless an alternate duty chart



has been mutually agreed upon between the Association and the City.

27.1.1 Reporting for roll call is required fifteen (15) minutes prior to the beginning of a regular tour of duty without additional compensation in regular pay or overtime pay.

It is acknowledged by both parties that additional vacation compensation has been provided elsewhere in this agreement as the only form of compensation for this roll call time.

27.2 All overtime compensation to which an employee is entitled shall be paid for at the rate of time and one-half (1.5) the employee's hourly rate of pay. Overtime shall be paid in the pay period following the pay period in which overtime is accrued.

27.3 Payments of overtime compensation shall be computed on the basis of completed fifteen (15) minute segments.

27.4 Overtime work shall be distributed as equally as possible on seniority basis among employees assigned within the division, platoons, squad or unit. Except, it is understood that unscheduled overtime re-

sulting from continuous activities, unusual occurrences, and similar circumstances will be assigned to those initially involved in the activity resulting in said overtime.

27.5 An employee whose requests not to work scheduled overtime is accepted shall be placed at the bottom of the list. An employee may not refuse overtime assignments.

27.6 The employee may request compensatory time in lieu of money.

27.7 Whenever in the course of a monthly detail an employee's days off, or the hours of his tour of duty are rescheduled by more than one (1) hour to meet departmental manpower requirements, the employee shall receive additional compensation equal to two (2) hours pay in addition to payment for the hours actually worked. The additional compensation shall not apply in cases when the schedule has been changed at the request of or for the convenience of the employee.

27.8 Sick or injured leave, vacation leave, holiday leave, etc., and other authorized paid leave are to be considered part of the work week.

## **28.0 RESERVE DUTY PRE-TOUR/POST TOUR RECALL**

28.1 **RESERVE DUTY:** In the event an employee is ordered and is placed on Reserve Duty, either before the start of his tour of duty, or at the completion of his regular tour of duty, said employee shall be paid for a minimum of two (2) hours pay for such stand-by, it being understood, however, that if the employee is called out to duty, such stand-by pay shall not be paid, but rather, he shall be compensated in accordance with the minimum Recall rate specified.

### **28.2 RECALL**

An employee recalled for any period of time at hours other than his regularly scheduled tour of duty to perform police duties, after having completed his tour of duty, shall receive a minimum overtime pay of not less than four (4) hours pay. This provision shall not apply when the recall time is continuous with regularly scheduled hours.

## **29.0 WAGES**

29.1 The salary ranges of employees for the duration of this Contract shall be

set forth in Schedules A, B, and C, annexed hereto and made a part hereof, and increases except as otherwise noted in this agreement shall be effective the first complete payroll in August 1980, and August 1981.

29.2 The increment date for employees advancing to a higher pay grade within their rank, or upon promotion, shall be effective on their anniversary date of hiring or promotion, and the next pay period following the anniversary date shall show the increment.

29.3 All pay for items other than basic regular wages shall either be paid for by separate checks or shall be separately itemized if more than one item is on a single check.

29.4 All wages shall be paid bi-weekly by check or checks and delivered to the Police Division before fifteen (15) hundred hours on Thursday, except when Thursday occurs on a legal holiday, in which case such payment shall be made on the previous business day.

29.5 The differential between ranks are reflected in Schedule C and shall not be subject to reduction or change during the life of this contract.

29.6 The wage differentials presently enjoyed by sworn personnel assigned to Communications and Records duties shall remain the same and shall not be subject to reduction or change.

29.7 All employees assigned as Detectives in the details shall receive five hundred dollars (\$500.) differential per year, payable bi-weekly in addition to their base pay. All "regular" overtime compensation earned shall be computed at the straight time rate.

### **Night Differential**

29.8 Effective with the first complete detail in January 1981, and as part of the regular base salary of an employee, and in addition to his salary ranges and other compensation, there shall be a three percent (3%) Night Differential applicable to all employees for all work actually performed between the hours of 1500 through 0800, on tours of duty that start on or after 1500 and on or prior to 2400.

29.8.1 Employees who are assigned to the "House" in the Field Operations Bureau and who are required to report for duty at a time prior to that of the radio car crews, shall receive the Night Differential for their entire tour of duty.

29.9 Checks lost through no fault of the employee shall be replaced within a reasonable period of time.

29.10 All deductions from an employee's gross salary shall be itemized on the check stub.

### **30.0 LONGEVITY ADJUSTMENT**

30.1 Effective on the anniversary date of an employee's appointment to any municipal, county or state employment, said employees' wages shall reflect an additional percentage increase as follows:

<b>30.2 Completed Years</b>	<b>Increase</b>
5 years	2%
10 years	4%
15 years	6%
20 years	10%

### **31.0 HEALTH AND WELFARE BENEFITS**

31.1 All active employees of the Division covered by this Contract and the eligible members of their families, shall be entitled to full coverage under the present City Hospital-Medical plan or equivalent in benefits and service, and such coverage

shall not be reduced or diminished in any way and the premiums of which shall be paid in full by the City as they become due.

### **Retired Employees**

31.2 Effective July 1, 1977, employees who retire on a paid pension on or after January 1, 1977 shall be covered by the City's medical-hospital benefit plan currently in effect for active employees, and the City shall pay the full cost of such coverage including dependents at the time of retirement, until the retiree dies.

31.2.1 When the retiree who has retired on a paid pension on or after January 1, 1977 reaches age 65 or otherwise becomes eligible to apply for medicare, the employee must apply for medicare A and B coverage. The City will pay one-half the cost of medicare "A" and "B" coverage plus the standard supplement. The City shall continue to pay one half (1/2) of the cost to those retirees who have retired on a paid pension on or after January 1, 1977 and who are presently members of the pensioners groups maintained by the Division of Pensions Police and Firemen's Retirement System.

31.2.1.1 Employees who retire on and after September 1, 1980 — the City will

pay the full cost of the Medicare supplement effective payment to start March 1, 1981.

31.2.2 The surviving spouse and family of a retiree who dies, shall be entitled to remain enrolled in the City Hospital-Medical plan, the full premiums being paid by the surviving spouse. This coverage shall terminate upon the spouse's death, remarriage, or attaining age 65.

31.2.3 The provisions of this section are subject to the Rules and Regulations of the Carrier and the Police and Firemen's Retirement System, Division of Pensions.

#### **Active Employees — Non - L.O.D. Death**

31.2.4 Effective the first of the month following approval of this revised agreement by the City Council, the City shall pay the cost of the same hospitalization-medical coverage for surviving spouse and then existing dependents as defined in the Hospital-Medical Plan of active employees who die other than in the line of duty.

#### **Active Employees — L.O.D. Death**

31.2.5 Effective the first of the month following approval of this revised agreement by the City Council, the City shall pay



the cost of the same hospitalization-medical coverage for surviving spouse and then existing dependents as defined in the Hospital-Medical Plan of active employees who die in the line of duty after January 1, 1978.

31.2.6 The Hospital-Medical coverage provided in Sections 31.2.4 and 31.2.5 shall terminate upon the spouse's death, remarriage or attaining age 65.

### **31.3 DRUG-PRESCRIPTION PLAN**

Effective January 1, 1981 the City shall pay the full cost for the employee and eligible family member(s) for the Drug-Prescription Plan currently in effect — one dollar (\$1.) co-pay, including contraceptives.

31.3.1 All unmarried children of the employee shall be covered until age twenty-three (23) under the family coverage option.

### **31.4 DENTAL INSURANCE PLAN**

Effective January 1, 1981 the City shall pay the full cost for the employee and eligible family member(s) for the Dental Insurance Plan currently in effect.

31.4.1 All unmarried children of the employee shall be covered until age twenty-three (23) under the family coverage option.

31.5 The City reserves the right to change carriers on any of the medical plans so long as benefits and services to the employee are not reduced.

## **32.0 LEGAL DEFENSE OF EMPLOYEES**

The City will provide for the defense of the employees in accordance with NJSA 40A: 14-155 whenever an employee is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties including false arrest, detention or imprisonment, or malicious prosecution, libel, slander, defamation or violation of rights of privacy, wrongful entry or eviction or other invasion of private occupancy, and invasion of civil rights, and will provide for the payment of compensatory damages assessed against the employee acting in good faith within the scope of their duties.

## **33.0 CLOTHING AND EQUIPMENT ALLOWANCE**

33.1 All active covered employees of this Contract shall be paid a Clothing Allowance of three hundred seventy-five dollars (\$375.) effective January 1, 1981, and four hundred twenty-five dollars (\$425.) effective January 1, 1982. This

payment shall be by check on the first (1st) day of July and the first (1st) day of November. Each check shall be an equal division of the total amount due the employee for the year or part thereof.

33.2 The Clothing Allowance specified is for the replacement of clothing due to normal wear and tear, and not for the replacement of clothing, equipment, or personal property of an employee whose clothing is damaged, torn, or otherwise destroyed through no fault of the employee while performing his required police duties.

33.3 The City shall reimburse an employee for the replacement of clothing and equipment, not to exceed fifty dollars (\$50.00) in the case of watches or eyeglasses, which is damaged, torn or otherwise destroyed upon the employees submitting proof that such occurred during the performance of his official police duties.

33.4 A Uniform and Equipment Committee shall be authorized and established to review from time to time schedules on required uniforms and equipment and problems relating thereto, and to make recommendations to the Division Director on: a. Uniform standards; b. Adoption of new items and equipment worn in connection

with uniforms and; c. Maintenance of uniforms and equipment. The Uniform and Equipment Committee shall be a standing committee of three (3) employees designated by the Association and an equal number of members of the Division designated by the City. Meetings are to be called on the request of either party.

33.5 Employees who retire after receiving a clothing allowance will not be required to make repayment to the City.

## **34.0 FACILITIES**

34.1 Effective with the construction of the new building, lockers of adequate size, with locks, shall be provided in Division Headquarters and other facilities, for the exclusive use of Division employees to store all riot gear, change of uniform and necessary equipment. Lockers shall be placed in an area with proper security measures to prevent unauthorized access by non-police personnel.

34.2 Adequate toilet facilities for both male and female employees, shall be provided in any newly acquired Headquarters, Precincts and other facilities of employee assignment. All toilets and/or bathrooms shall be properly maintained in a sanitary condition, and shall be supplied with ade-

quate hot water, toilet tissue, hand towels, and soap. These areas shall be for the exclusive use of Division employees only, and shall be designated as such.

34.3 "Sitting Room" areas shall be provided for the use of Division employees in any newly acquired buildings which are to be used as Headquarters, and they shall be furnished with an adequate number of tables and chairs.

34.4 The City shall provide in any newly acquired buildings, which are to be used as Headquarters, a "Meal Area" furnished with adequate numbers of tables, chairs, and cabinet storage. Said area shall contain a refrigerator, gas or electric range and kitchen type sink, and said area shall be for the use of Division employees.

34.5 The City shall properly maintain all areas in which Division employees are assigned; which shall include, but be not limited to, the cleaning of buildings and furnishings, sanitary facilities, removal of garbage and waste, replacement of broken fixtures, and the moving about of all furnishings. Employees who unreasonably abuse or cause unsanitary or filthy conditions shall be subject to disciplinary actions.

### **35.0 PRINTING OF CONTRACT**

As soon as possible after the execution of this Contract the parties shall print six (600) hundred copies of the Contract in booklet form and shall share the cost equally. The front cover of the booklet shall contain the following wording and emblems: CONTRACT between THE CITY OF PATERSON (with City seal) and PATERSON POLICE P.B.A. (with Association seal), and the date of duration of the Contract. The beginning of the booklet shall contain a TABLE OF CONTENTS, showing the Section and Sub-section names, Section and Sub-section numbers, and page numbers.

### **36.0 SAVING CLAUSE**

If any provision of this Contract is found invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Contract.

### **37.0 NO WAIVER**

Except as otherwise provided in this Contract, the failure to enforce any provision of this Contract shall not be deemed a waiver thereof. This Contract is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled by law.

## **38.0 SUCCESSOR CONTRACT**

38.1 The parties do hereby agree to commence meaningful negotiations on a successor contract on economic items and other conditions of employment in accordance with the rules and regulations of the Public Employment Relations Commission.

## **39.0 TERM**

39.1 The term of this contract shall commence on August 1, 1980 at 12:01 a.m. and shall expire at midnight on July 31, 1982, except as hereinafter provided, subject to any amendments hereafter made in writing and agreed to by both the City and the Association.

39.2 This Contract and its' provisions will be extended to remain in full force and effect, with no reduction in wages, benefits or other conditions of employment, during any extended periods of negotiations that take place on a successor Contract, subsequent to this Contract's expiration, until a successor agreement has been reached.

# SCHEDULE "A"

## POLICE OFFICERS

(Hired Subsequent To 07-31-78)

	<b>1980</b> 08-01-80)	<b>1981</b> 08-01-81)
<b>Grade 1</b> ..... (5th yr. & Thereafter)	<b>19,639.</b>	<b>21,357.</b>
<b>Grade 2</b> ..... (4th yr.)	<b>18,662.</b>	<b>20,295.</b>
<b>Grade 3</b> ..... (3rd yr.)	<b>18,011.</b>	<b>19,587.</b>
<b>Grade 4</b> ..... (2nd yr.)	<b>17,360.</b>	<b>18,879.</b>
<b>Grade 5</b> ..... (2nd 6 mos.)	<b>16,709.</b>	<b>18,171.</b>
<b>Grade 6</b> ..... (1st 6 mos.)	<b>14,105.</b>	<b>15,339.</b>



# SCHEDULE "B"

## POLICE OFFICERS

and

## POLICE CHAUFFEURS

(Hired Prior To 08-01-78)

	<b>1980</b> 08-01-80)	<b>1981</b> 08-01-81)
Grade 1 ..... (4th yr. & Thereafter)	19,639.	21,357.
Grade 2 ..... (3rd yr.)	19,254.	20,939.
Grade 3 ..... (2nd yr.)	18,871.	20,522.
Grade 4 ..... (2nd 6 mos.)	18,488.	20,106.
Grade 5 ..... (1st 6 mos.)	18,105.	19,689.
Police Chauffeur	18,596.	20,223.

# SCHEDULE "C"

## SUPERIOR OFFICERS

	<b>1980</b>	<b>1981</b>	
	(08-01-80)	(01-03-81)	(08-01-81)
Captain	29,619.	29,885.	33,396.
Lieutenant	26,446.	26,683.	29,818.
Sergeant	23,612.	23,824.	26,623.

IN WITNESS WHEREOF, the Association and the Employer have executed this Agreement this 24th day of April, 1981.

PATERSON POLICE P.B.A.  
LOCAL 1

By:



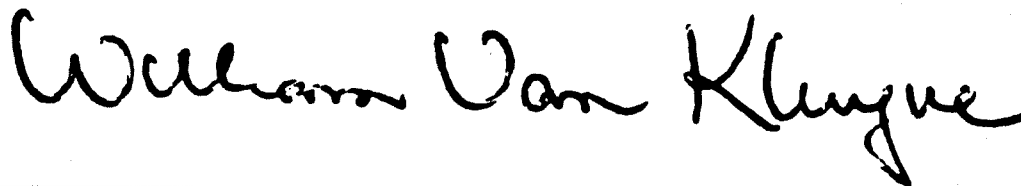
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President Michael Adamo



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Alphonse Cennamano  
Negotiator

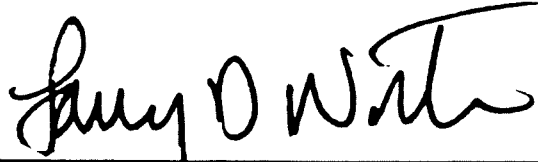


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William Van Kluyve  
Negotiator

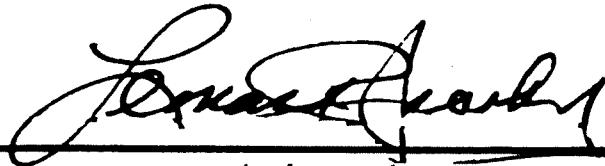
CITY OF PATERSON

By:



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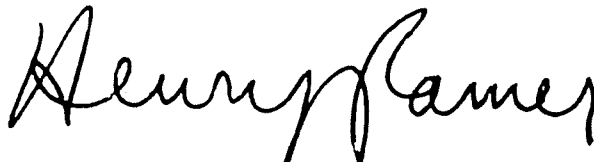
Larry D. Worth  
Business Administrator



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Leonard Jacoby  
City Negotiator

Approved as to form:



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Henry Ramer  
Corporation Counsel



# CLOTHING AND EQUIPMENT ALLOWANCE

	<b>1981 — Total</b>	
July 1 .....	187.50	- - -
November 1 .....	187.50	375.00
	<b>1982 — Total</b>	
July 1 .....	212.50	- - -
November 1 .....	212.50	425.00