

THIS AGREEMENT entered into this 17<sup>th</sup> day  
of July, 1974,  
BY AND BETWEEN

THE TOWNSHIP OF DENVILLE, a Municipal Corporation of  
the State of New Jersey having its principal office at 95 E.  
Main Street, in the Township of Denville, County of Morris and  
State of New Jersey, hereafter designated as "Denville" or  
"The Township"

AND

P.B.A. LOCAL #142 of the Township of Denville, in  
the County of Morris and State of New Jersey, hereafter desig-  
nated as "The P.B.A." or "The Representative"

W I T N E S S E T H :

WHEREAS, pursuant to the provisions of Chapter 303 of  
the Laws of 1968 of the State of New Jersey, the P.B.A. sub-  
mitted itself as the proposed Representative for the members  
of the Denville Township Police Department, exclusive of the  
Chief of Police; and

WHEREAS, the P.B.A. was and is recognized as the  
exclusive bargaining agent for the members of the Denville  
Township Police Department; exclusive of the Chief of Police; and

WHEREAS, the Township and the Representative have reached  
an Agreement, and are desirous of reducing same to writing  
covering certain of the terms and conditions governing employ-

ment, wages and other matters between the Township and all of the members of the Denville Township Police Department, exclusive of the Chief of Police;

NOW, THEREFORE, in consideration for the services performed by the members of the Denville Township Police Department, exclusive of the Chief of Police, and the mutual covenants hereof, the parties hereto do covenant and agree as follows:

SECTION 1. Term

The duration of this Agreement shall be for the period inclusive of January 1, 1974 through December 31, 1975, and shall be retroactive to January 1, 1974.

SECTION 2. Applicability

The provisions of this Agreement shall apply only to full-time Patrolmen, Sergeants, Lieutenants and Captains of the Denville Township Police Department.

SECTION 3. Salary

A. For that portion of the period of this Agreement beginning January 1, 1974 and ending December 31, 1974, the base salaries shall be as follows:

	Salary Step	Mos. Time in Grade	Salary
(a) Patrolmen	1	0-12	X \$ 9,810 -
	2	13-24	10,460
	3	25-36	11,120
	4	37-48	11,780
	5	49-60	12,430
	6	Over 60	13,080
(b) Sergeants	1	0-12	\$13,740
	2	13-24	14,390
	3	25-36	15,040
(c) Lieutenants	1	0-12	\$15,690
	2	13-24	16,350
	3	25-36	17,010
(d) Captains			\$17,670

B. For that portion of the period of this Agreement beginning January 1, 1975 and ending December 31, 1975, the base salaries shall be as follows:

	Salary Step	Mos. Time in Grade	Salary
(a) Patrolmen	1	0-12	X \$10,680 -
	2	13-24	X 11,350
	3	25-36	12,070
	4	37-48	12,790
	5	49-60	13,490
	6	Over 60	14,200
(b) Sergeants	1	0-12	\$14,910
	2	13-24	15,620
	3	25-36	16,320
(c) Lieutenants	1	0-12	\$17,030
	2	13-24	17,740
	3	25-36	18,460
(d) Captain			\$19,180

SECTION 4. Longevity Increment

An increment, in addition to the base salary, shall be paid for time in service as follows:

<u>Service Period</u>	<u>Increment</u>
0 to 4 Years	None
5th through 9th years Inclusive	3% of Base Salary
10th through 13th years Inclusive	4% of Base Salary
14th through 17th years Inclusive	5% of Base Salary
18th through 20th years Inclusive	6% of Base Salary
21st through 23rd years Inclusive	7% of Base Salary
24th year and thereafter	8% of Base Salary

SECTION 5. Educational Benefits

In addition to base pay, increments thereto and any other payment herein provided, Patrolmen, Sergeants, Lieutenants and Captains shall receive the following payments and increments for and as a result of education received through attendance at accredited schools:

A. For the period beginning January 1, 1974 and ending December 31, 1974, \$12.00 per credit for every credit earned in a Police Science course, or for any credit earned in a course required for a degree in Police Science. For the purposes of this Paragraph, a credit shall constitute the equivalent of one

course hour.

B. For the period beginning January 1, 1975 and ending December 31, 1975, \$13,00 per credit for every credit earned in a Police Science course, or for any credit earned in a course required for a degree in Police Science. For the purposes of this Paragraph, a credit shall constitute the equivalent of one course hour.

C. Full reimbursement for the cost of books required by the institution where the approved course was taken, provided evidence of successful completion of said course is submitted to the Township, and further provided there is compliance with Subsection E of this Section.

D. Full reimbursement of tuition costs actually paid to the institution where there has been compliance and completion of a course approved by the Township. Any payment received from any tuition grant directly to the Police Officer or from any other source shall be credited against the tuition reimbursement and the amount paid by the Township shall be decreased accordingly. Reimbursement shall be subject to the terms and conditions of Subsection E of this Section 5.

E. To qualify for any reimbursement provided herein, a voucher must be submitted to the Township on the form and in the manner prescribed for payment of all vouchers, to which there must be attached:

- (1) A certificate from the institution giving the

title of the approved course, indicating successful compliance and completion of the approved course; and/or

(2) A receipted voucher for tuition cost indicating it is payment for the specifically approved course at the institution in question, with a certification by the employee indicating that no reimbursement of the tuition costs has been received, or indicating the extent of any reimbursement and the amount due after reimbursement; and/or

(3) A receipted voucher for the costs of books purchased and required in connection with the approved course, and an affidavit that the books were required by the institution.

F. The Education benefits described in the preceding Paragraphs shall be payable on or before June 30 of each contract year for credits earned; in accordance with past practices, credits will be deemed earned when the course is ended, and evidence from the school of attendance is supplied to the Township that the course has been satisfactorily completed with a passing grade. Example: Those payments made in January of 1974 under prior educational benefit programs are not to be considered payments made pursuant to this Agreement and no credit for those payments made shall be allowed against the payments provided for in the within Agreement.

#### SECTION 6. Educational Incentive Program

The parties hereto acknowledge that there are or may be applicants for positions in the Police Department of the Township, or members of the Township Police Department who are presently in possession of an Associate Arts degree, Bachelor

of Arts degree or Bachelor of Science Degree or a graduate degree in Police Science, or persons who have accumulated credits in Police Science for courses which are given recognition in the obtaining of a degree in Police Science. Accordingly, it is hereby agreed that credits which have previously been earned by any person, whether he be presently a member of the Police Department or whether he be hired in the future, shall be effective in determining his right to receive the Educational Incentive Increments provided under Section 5, Paragraphs A and B of this Agreement, provided:

A. Proof by letter or certificate from the institution which administered the course indicating successful compliance with and completion of the course.

B. A certificate or statement in letter form from the John Jay College of Criminal Justice, the County College of Morris, or any accredited New Jersey college or university which offers Associate's, Bachelor's or Graduate degrees in Police Science, stating that such credits, irrespective of the institution where they were earned, have been accepted and have been applied by them toward the attainment of an Associate degree, Bachelor degree or Graduate Degree in Police Science. And, such person, has, in fact, matriculated into a Police Science Program seeking the Associate's, Bachelor's or Graduate Degree in Police Science.

Any person who has secured a Graduate degree, Bachelor's

degree or an Associate's degree in Police Science from an accredited college or university shall immediately become entitled to those increments upon proof of the degree.

SECTION 7. Special Duty Premium

A. In addition to base salary, longevity increments and any additional increments, all Patrolmen, Sergeants, Lieutenants and Captains assigned to the Detective Bureau of the Police Department shall receive an increment of \$500.00 per annum, for the term of this Agreement. Such increment shall be paid on a pro rata basis for each year of this Agreement, on the present pay schedule for all Township employees.

B. In addition to their base salaries, longevity increments and any additional increments, all Patrolmen, Sergeants, Lieutenants and Captains shall receive a clothing allowance of \$200.00 each year during the term of this Agreement. Such increment or part thereof shall be due and owing by the Township upon execution of a Voucher by the Patrolman, Sergeant, Lieutenant or Captain assigned to the Detective Bureau and making such claim, and payment shall be promptly made therefor as promptly as possible upon submission thereof. Nothing herein shall be construed as limiting clothing purchases pursuant to this Paragraph for police uniforms or uniform accessories.

C. If at any time a Police officer is called to duty for any purpose where his response or presence at the direction of



a superior is mandatory, he shall be compensated for call-out time on the following basis: Straight time for the first three (3) hours; one and one-half times straight time pay for call-out time in excess of three (3) hours, but in no event shall a Police Officer be compensated for call-out for a period of less than four (4) hours (3 hours at straight time pay, and 1 hour at one and one-half times straight time pay). The purposes for which a Police officer may be called shall be at the discretion of superior officers in charge and may include, but shall not be limited to, the following purposes: Administration of a breathalyzer test; administration of any chemical test to determine whether an individual is under the influence of alcohol, narcotic or any other unlawful chemical substance; court appearances; or a fatality investigation.

#### SECTION 8. Work Period and Schedule

All Patrolmen, Sergeants, Lieutenants and Captains covered by this Agreement shall work 40 hours per week on a schedule to be established or approved by the Chief of Police. The Chief of the Department shall set all work schedules and shifts in accordance with Police Department policy, if any such policy exists and is in force and effect.

#### SECTION 9. Holidays

Each Patrolman, Sergeant, Lieutenant and Captain shall be entitled to 12 off-duty days per annum during the term of this Agreement, which shall be the equivalent and accountable as holidays. The off-duty time for holidays shall be in accordance

with a schedule established or approved by the Chief of Police.

In addition thereto, should the Mayor and/or the Municipal Council, by proclamation, executive order or resolution, declare a previously unscheduled day to be a public holiday, or should order or permit the closing of all municipal offices, such day shall also

be added to the 12 days provided in this Section as regular holidays.

SECTION 10. Sick Leave

A. Each Patrolman, Sergeant, Lieutenant and Captain shall be entitled to compensable sick leave of fifteen (15) days per calendar year, and sick leave may be accumulated, but there shall be no accumulation greater than seventy (70) days, and all days in excess of seventy (70) days shall be cancelled, with no compensatory income or compensatory time off to be received for such excess. The foregoing provision shall apply for the period of this Agreement, commencing January 1, 1974 and ending December 31, 1974. For the period beginning January 1, 1975 and ending December 31, 1975, no accumulation shall be greater than seventy five (75) days and all days in excess of seventy five (75) days shall be cancelled.

B. To qualify for regular pay under the provisions of this Agreement on account of illness, absences for two or more consecutive days must be supported by a physician's certificate as to the specific cause of absence. Failure to provide such a physician's certificate shall result in the forfeiture of

vacation and holiday benefits in the amount of time equal to the absence, or loss of pay if the police officer's vacation entitlement has been exercised and used during that year. All payment for sick leave entitlement shall be subject to the approval of the superior officer of the shift on which the absence occurs, and the Chief of Police.

✓ SECTION 11. Vacation and Eligibility Schedule

A. All Patrolmen, Sergeants, Lieutenants and Captains covered by this Agreement shall be entitled to vacations in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
Over 4 months to 1 year	-1 day per month starting with the fifth month of employment
After 1 year through 4 years	Ten days
After 4 years through 14th year	-10 Days, plus one day per year of service after 4th year
After 14 years through 19th year	-20 Days plus one day per year of service after 14th year
After 19 years	-25 days plus one day per year for each year in excess of 19 years, up to a maximum of 30 days

If the anniversary date of employment falls prior to August 1st of the year in question, the additional day of vacation will be granted within that year.

|| SECTION 12. Funeral and Personal Leave

A. Every Patrolman, Sergeant and Lieutenant covered

by this Agreement shall be entitled to three off-duty days with pay on the days immediately following the death of spouse, children, mother, father, sisters or brothers, providing the employee attends the funeral.

B. Every Patrolman, Sergeant and Lieutenant covered by this Agreement shall be entitled to two off-duty days with pay, for personal leave, for each year, for the term of this Agreement. The scheduling of such leave days shall be subject to approval by the shift supervisor and by the Chief of Police.

#### SECTION 13. Overtime

Patrolmen, Sergeants, Lieutenants and Captains shall be compensated for overtime at one and one-half (1 1/2) times regular pay, and they have the option to receive overtime compensation in either money, or in the form of compensatory time off. The compensatory time may be accumulated up to two days at any one time, and the total annual compensatory time shall not exceed five days. The accumulated off-duty days must be used up by December 15th of each contract year, or a cash payment shall be made for the accumulated time on that date. The use of accumulated time is at the discretion of the Chief of Police in accordance with the scheduling needs of the Police Department, and for the health, safety and benefit of the Township and its citizens.

#### SECTION 14. Acting Shift Commander

Any Police Officer assigned as "Acting Shift Commander",

shall be paid at his normal rate of pay unless the assignment is for a period exceeding fourteen (14) days. In the event said assignment exceeds the fourteen (14) day period heretofore provided, he shall be paid at the rate of Sergeant and the increase of pay to the Sergeant's rate of pay shall be retroactive to the date of commencement of the assignment.

#### SECTION 15. Grievance Procedure

##### A. Definitions.

(a) A "Grievance" is a claim by a Policeman, Sergeant, Lieutenant or Captain, or the Representative, or by the Chief of Police, Mayor, Business Administrator, Municipal Council or other duly authorized official of the municipality, based upon the interpretation, application or violation of this Agreement, or arising from a lack of equality in treatment of employment or promotion.

(b) An "aggrieved person" is the person or persons making the claim.

(c) A "party in interest" is the person or persons making the claim, and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

(d) "Policeman" is any full-time Patrolman, Sergeant, Lieutenant or Captain in the Denville Township Police Department.

(e) The "P R & R Committee" is the Representative's Committee on Professional Rights and Responsibilities.

B. Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting policemen. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Grievance.

(a) Should any dispute or difference arise between the Township and the Representative or its members as to the interpretation, application or operation of any provision of this Agreement, or arising from a lack of equality in treatment of employment or promotion, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows, unless any step thereof is waived by mutual consent:

FIRST: A meeting shall be held between the grievant, with the P R & R Representative from the P.B.A. and his attorney, if he so desires, and the Chief of Police, within 30 days after the event giving rise to the grievance has occurred. The grievance shall be reduced to writing prior to said meeting. The Chief of Police shall give his written answer within 3 working days of the meeting.

SECOND: (1) If the grievance is not settled at the First step, the grievant or the P R & R Representative from the P.B.A. may make written request for a Second-step meeting within 20 days after the answer is given at the

First step, except that in disciplinary action grievances, the written request for a Second-step meeting shall be made within 5 working days after the answer is received at the First step. The Chief of Police shall set a meeting within 5 working days after the request is received, or for such other time as is mutually agreeable. This Second-step meeting shall be between the Business Administrator action on behalf of the Township, and the grievant, with the P.B.A. Representative and the grievant's attorney, if the grievant has counsel. The Township's answer to the Second step shall be delivered to the P.B.A. within 5 working days after the meeting.

(2) A P.B.A. member disciplined may, at his option, proceed initially to the Second step of the grievance procedure. Grievances concerning such matters shall be filed in writing with the Business Administrator of the Township within 5 working days after the discipline or the option under this section shall be deemed waived. The Second step grievance meeting on disciplinary matters shall be held within 10 working days after the request, unless other arrangements are mutually agreed upon.

THIRD: If the aggrieved person or the P R & R Representative is not satisfied with the handling or result of the grievance on the Second level, he may, within 15 days,

notify the Business Administrator of the Township, in writing, that he wishes to take the matter to arbitration.

(1) Within 10 days after such written notice of submission to arbitration, the Business Administrator of the Township and the P R & R Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by the aggrieved party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(2) The arbitrator so selected shall confer with the Representatives of the Township and the P R & R Committee, and hold hearing promptly, and shall issue his decision not later than 20 days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing, and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of



this Agreement. The decision of the arbitrator shall be submitted to the Township and to the Representative, and shall be binding on the parties.

(3) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Township and the Representative. Any additional expenses incurred shall be paid by the party incurring same.

#### SECTION 16. Statutory Precedence

Where a charge or charges are made against a Patrolman, Sergeant, Lieutenant, or Captain, or a Supervisor covered by this Agreement, N.J.S. 40A:14-147 shall regulate the procedure governing the same and shall supersede the provisions of this Agreement.

#### SECTION 17. Renewal Negotiations

It is understood and agreed between the parties hereto, that proposals will be exchanged between the P.B.A. Local No. 142 representing the Denville Township Police Department, and the Township of Denville representing management, for the 1976 contract by not later than September 15, 1975.

#### SECTION 18. Committee

It being recognized that the greater participation by the members of the Police Department in areas of policy affecting the Department will be beneficial to the upgrading of the Police Department, will benefit the municipality and will

serve the public good, it is agreed that Advisory Committees will be formed as follows:

A. A committee of Police Officers, together with the Chief, to make recommendations to the municipality regarding the erection of a new building to serve as quarters for the Police Department including the nature of the facilities required and the establishment of a time table for the completion of the same.

B. An Education Committee whose function will be to collect information regarding the availability of training programs and to make recommendations to the Chief of Police of candidates to attend said programs. This Committee is to be comprised of Police Officers together with a Captain or the Chief of Police. Among the duties of this Committee will be the immediate development and implementation of a in-service program for the training of Detectives and, in addition, the immediate selection of candidates to attend training programs at Sea Girt or other appropriate schools for the training of Detectives or Patrolmen.

C. A Departmental Committee consisting of Police Officers and the Chief of Police, the function of this Committee will be to implement as rapidly as practicable all of the recommendations of the study made by the Police Training Commission dated November 22, 1971, excepting however, from the duties of this Committee, those areas of the study previously assigned to

the Committee set forth in Paragraphs A and B above.

D. It is understood and agreed that participation on these Committees by members of the Department shall be voluntary, and to the extent practicable, time expended in connection with these Committees shall be off duty time not compensable by the municipality.

SECTION 19. Effective Date

Notwithstanding the date that this Agreement is executed, it is the intention of the parties hereto that all terms, provisions, increments and benefits set forth herein shall be effective retroactive to January 1, 1974.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and year first above written.

TOWNSHIP OF DENVERVILLE

ATTEST:

BY

Eleanor Zecca  
Eleanor Zecca, Municipal  
Clerk

BY

Robert M. Dalrymple  
Robert M. Dalrymple, Mayor

P.B.A. LOCAL #142

BY

Donald P. Smith  
Donald P. Smith, President

ATTEST:

BY

Michael Bolens  
Delegate 142