

THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

BETWEEN:

THE TOWNSHIP OF MAPLEWOOD

- and -

NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION MAPLEWOOD LOCAL NUMBER 44

* * *

January 1, 1976 - December 31, 1977

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TOWNSHIP OF MAPLEWOOD

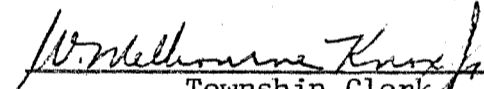
RESOLUTION

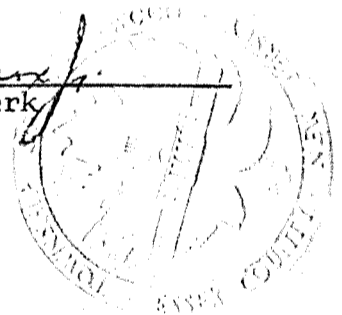
WHEREAS, after continuous negotiations between the Township of Maplewood and the Policemen's Benevolent Association an agreement has been reached for the year 1976 and 1977.

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Township Clerk be and are hereby authorized to execute the contract, when same has been executed by the Maplewood Policemen's Benevolent Association.

I, W. Melbourne Knox, Jr., Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of said Township, at a regular meeting of said Committee held October 19, 1976.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Maplewood, in the County of Essex and State of New Jersey, this 19th day of October, 1976.


Township Clerk



THIS AGREEMENT, made effective as of January 1, 1976, and to be enforced during the calendar years 1976 and 1977, between

THE TOWNSHIP OF MAPLEWOOD,

(hereinafter referred to as the "Township" or "Employer"), and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION, MAPLEWOOD LOCAL NUMBER 44,

(hereinafter referred to as the "PBA").

W I T N E S S E T H :

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the PBA as follows:

ARTICLE I. RECOGNITION

The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all its patrolmen, sergeants

and all other superior officers in its Police Department in Maplewood, New Jersey, but excluding the Chief of Police and all other employees.

ARTICLE II. MANAGEMENT RIGHTS

It is understood and agreed that the Township possess the sole and exclusive right to conduct the Township's business to manage and direct the affairs of the Police Department, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

It is further agreed and understood that all rights of management are retained by the Township, unless otherwise specifically restricted by this Agreement and/or the provisions of P. L. 1974, Chapter 123. This right would include, but shall not be limited to, the right to:

- (A) Direct the employees;
- (B) Hire, promote, transfer and assign;
- (C) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

It is specifically understood that this Article is subject to the provisions of this Agreement and P. L. 1974, Chapter 123, and subsequent amendments.

ARTICLE III. GRIEVANCE PROCEDURE

SECTION 1. DEFINITION - A grievance is defined as an alleged violation of this Agreement or an improper administrative decision, short of discharge.

SECTION 2. PURPOSE -

A. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the terms and conditions of employment of employees in Article I. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate members of the Police Administration, and having the grievance adjusted without intervention of the PBA provided an adjustment is not inconsistent with this Agreement. The PBA will be given the

opportunity to be present at such adjustments provided the grievant requests same.

SECTION 3. PROCEDURE - An aggrieved employee shall institute action under the provisions hereof within ten (10) calendar days of the occurrence complained of. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

SECTION 4. The following procedure is mutually agreed upon for the settlement of grievances:

Step One - An employee with a grievance shall first discuss it with his Shift Lieutenant, or immediate supervisor, with the objective of resolving the matter informally.

Step Two - In the event that the aggrieved person is not satisfied with the decision of the Shift Lieutenant at Step One, or in the event that no decision has been rendered by the Shift Lieutenant within seven (7) calendar days after presentation of the grievance to him, the matter shall be presented by the aggrieved person or the PBA on his behalf to the Chief of Police or his designated representative. The Chief of Police or his designated representative shall render his decision, in writing, within seven (7) calendar days after the presentation of the grievance to him.

Step Three - In the event that the aggrieved person is not satisfied with the decision of the Chief of Police or his designated representative at Step Two, or in the event that no decision has been rendered by the Chief of Police or his designated representative within seven (7) calendar days after presentation of the grievance to him, the matter may be presented by the PBA in its discretion to the Township Committee. If the grievance is presented to the Township Committee in writing, with a copy to the Chief of Police at least seven (7) days prior to a regular public meeting, it shall be taken up at that meeting. A decision shall be rendered in writing within seven (7) calendar days thereafter.

Step Four - In the event that the PBA is not satisfied with the decision of the Township Committee, only the PBA in its discretion has fifteen (15) calendar days in which to request arbitration.

A. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey State Board of Mediation.

B. The arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the arbitration hearing.

C. The arbitrator's decision shall be final and binding upon all parties. Should the matter involve discipline or discharge under N.J.S.A. 40:A 14-147 the aggrieved employee has the option to pursue his statutory remedy or elect arbitration but in no event shall he be entitled to pursue both remedies.

D. The costs for the services of the arbitrator shall be borne equally by the Township and the PBA. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

SECTION 5. GROUP GRIEVANCES - A grievance affecting a group of employees under Article I may be submitted by the PBA on behalf of said named group at Step Two of the Grievance Procedure.

SECTION 6. CHARGES OR COMPLAINTS AGAINST EMPLOYEES -

A. Members of the Police Department hold a unique status as public officers in that the exercise of their duties is a portion of the police power of the State.

B. In view of the nature of their contacts and relationships with the public, questions may arise concerning the actions of the members of the Force. Such questions may

require prompt investigation by superior officers or other competent authority.

C. To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each member of the Force, the following rules or procedure are hereby established:

(1) The interrogation of any member shall be at a reasonable hour, preferably when the member is on duty, and during the daylight hours unless the exigencies of the investigation dictate otherwise. In the latter event, reassignment of the member's tour of duty may be employed, where warranted.

(2) The interrogation shall take place at a location designated by the investigating officer, usually at headquarters.

(3) The members of the Department shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer and identity of all persons present during the interrogation, and the name of the complainant, if known to the Department.

(4) The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the Department being interrogated is a witness only, he should be so informed.

(5) The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

(6) The member shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that his conduct can become the subject of disciplinary action resulting in disciplinary punishment.

(7) Excluding investigations pertaining to alleged criminal offenses, in other cases wherein a member is to be interrogated concerning an alleged violation of the Depart-

ment Rules and Regulations which, if proven, may result in his dismissal from the service or the infliction of other disciplinary punishment upon him, he shall be afforded, if he so requests, a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the PBA may be present during the interrogation, but may not participate in the interrogation except to counsel the member. However, in such cases, the interrogation may not be postponed for the purpose of counsel and/or a representative of the PBA past four (4) hours following notification of the interrogation.

(8) Requests for consultation and/or representation or the recording of questioning in administrative investigations shall not be denied unless sufficient reasons are advanced by the Employer in writing.

(9) The complete interrogation of the member shall be recorded mechanically or by a stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be noted in the record.

(10) If a member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the United States Supreme Court requirements.

(11) Under the circumstances described in Paragraph (7), the member shall be given an exact copy of any written statement he may execute, or if the questioning is mechanically or stenographically recorded, the member shall be given a copy of such recording or transcript if requested by him.

(12) The refusal by a member of the Department to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.

D. No member shall be ordered to submit to a polygraph test for any reason. Such test may be given if requested by the member.

E. No member shall be ordered to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol in the blood for any reason except as may be provided otherwise by specific statutory law. Such test may be given if requested by the member.

ARTICLE IV. SALARIES

Effective January 1, 1976 and January 1, 1977, the salary schedules for all officers recognized as being represented by the PBA shall be as set forth in Schedule "A" which is attached hereto and made a part hereof.

ARTICLE V. RETENTION OF BENEFITS

Except as otherwise provided herein, all working conditions under which the officers are presently operating, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions pertaining to the Police Department, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE VI. LEGAL AID

The Employer will provide legal aid to all personnel covered by this Agreement pursuant to the statutes of the State of New Jersey.

ARTICLE VII. DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the PBA because of membership or

activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE VIII. SAVINGS CLAUSE

In the event that any Federal or State Legislation, Governmental regulation or Court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE IX. PBA RIGHTS AND PRIVILEGES

SECTION 1. Whenever any representative of the PBA or any policeman is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay or time off. Such representatives shall be limited to three (3) men from the same tour of duty, available manpower permitting.

Seniority in rank shall be used for purposes of providing preferential treatment for the most senior employee in his respective rank in the selection of vacations, demotions, recalls and any other substantial employee advantages.

Seniority is defined as an employee's total length of continuous service with the Township beginning with his date of hire. It is agreed that any employee who voluntarily resigns or who is discharged for just cause shall suffer loss of seniority rights. Any employee who is granted a leave of absence without pay shall not enjoy such credit while he is on such leave.

ARTICLE X. SENIORITY

SECTION 3. The President and State Delegate of the PBA shall have the right to attend regular Local and State PBA monthly meetings without loss of pay subject to manpower needs of the Department.

SECTION 2. The PBA shall have the right to use the PBA bulletin board at Police Headquarters to post official PBA materials with the prior approval of the Chief of Police.

ARTICLE XI. RULES AND REGULATIONS

The Employer may establish and enforce reasonable and just rules and regulations in connection with its operation of the Police Department and maintenance of discipline. However, proposed new rules or modifications of existing rules governing working conditions shall be negotiated and discussed with the majority representative prior to being established.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, but not illegal, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in this Agreement.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an

service desiring leave of absence without pay from his employment

C. Any employee with three (3) or more years of

and leave of absence shall be granted.

drafted, shall be given all the protection of applicable laws
Armed Forces of the United States during national emergency, or

B. MILITARY LEAVE - Any employee called into the

parents and grandchildren, mother-in-law and father-in-law.

father, son, daughter, sister, brother, husband, wife, grand-

days off. Immediate family shall be defined as follows: mother,

involving unusual circumstances, the Chief may grant additional

days immediately following the relative's death. In a case

the day after the funeral, not to exceed three (3) calendar

time off. Time off shall be given from the day of death until

immediate family shall not be charged against his compensatory

A. FUNERAL LEAVE - A death in an employee's

ARTICLE XII. LEAVES OF ABSENCE

as a stay of suspension or discharge.

granted by statute or this Agreement. This shall not operate

or employees, subject only to the rights of the employee

at its option, to suspend or discharge the offending employee

officer or other superior, the Employer shall have the right,

Whenever an employee is injured, ill or disabled other than in the line of duty, the Township shall grant him

ARTICLE XIII. SICK LEAVE

without pay during the term of this Agreement. employee shall not be allowed more than six (6) months' leave designated physician before he is returned to the job. An ness or injury to undergo a physical examination by a Township to require an employee returning from leave of absence for ill- approved by the Township. The Township shall have the right Welfare and Pension payments, if any, before the leave may be employee must make suitable arrangements for continuation of not be counted in computing service for vacation purposes. The but shall not accrue during such leaves. Time on leave shall disciplinary action. Seniority and longevity shall be retained, fails to comply with this provision shall be subject to dis- out the consent of the Township Committee. An employee who the employee shall not engage in any gainful employment with- a like period by the Township. During the period of absence, absence shall be for ninety (90) days and may be extended for ship in order for it to be effective. The maximum leave of leave, and must receive permission in writing from the Town- shall request such leave in writing, stating the reason for the

to supervisory personnel and detectives.
the hours from dusk to dawn. This requirement shall not apply

parking details shall be maintained whenever possible during
SECTION 3. Two-man post radio patrol cars, excluding

kept up to New Jersey State Inspection Laws and clean.

SECTION 2. All motor vehicle apparatus shall be
and tear in the performance of duties of the Police Department.
is required to be replaced by normal usage, procedure, wear

The Township shall replace all equipment which

ment shall be kept in a good state of repair.
preserve the peace, and provide public safety, and such equip-

essential equipment necessary to properly enforce the law,
provide the Police Department of the Township of Maplewood with
SECTION 1. The Township shall, insofar as practical,

ARTICLE XIV. EQUIPMENT

days shall be computed in the foregoing calculation.
off at one-half (1/2) his prevailing rate of pay. Only working
the next ninety (90) days, the Township shall grant him time
a leave of absence up to ninety (90) days at full pay. For

officers shall consist of the following shifts:

All standard working hours for all police

practice.

regard to luncheon periods and breaks according to present

period. All shifts shall continue to be administered with

than eight (8) consecutive hours in a twenty-four (24) hour

SECTION 1. The work day shall consist of no more

ARTICLE XV. HOURS OF WORK AND OVERTIME

unmarked vehicles shall be equipped with portable lights.

equipped with alley lights and safety divider screens and all

hollow point ammunition. All marked vehicles shall be

All police officers shall be furnished with new

interior of the vehicle.

shall be equipped with trunks that can be opened from the

SECTION 5. All patrol cars and unmarked cars

shall be allowed to remove their hats while in public restaurants.

worn at all times when not in motor vehicles. Employees

their hats while operating in motor vehicles. Hats must be

SECTION 4. Employees shall be allowed to remove

forty (40).

determined by dividing the employee's salary by the number salary rates in cash. The employee's hourly rate shall be per day, shall be paid at time and one-half (1-1/2) regular SECTION 3. All work in excess of eight (8) hours

consecutive working days.

SECTION 2. The work week shall consist of five (5)

the Chief.

and shall be filled by two (2) police officers designated by Two (2) motor vehicle posts shall be continued

West Post, available manpower permitting.

which shall be known as Motor Patrol East Post and Motor Patrol

service shall have the preference to work a steady day post

The two (2) most senior officers in length of

Centerman to work from 10:00 A.M. to 6:00 P.M.

ed to the Township, the Chief of Police may require the Town's

work by residents and/or Chamber of Commerce members are present-

event that complaints relative to the Town Centerman's hours of

work from 10:00 A.M. to 6:00 P.M., provided however, in the

and what is commonly known as East Post Assignment who shall

Town Centerman who shall work from 9:00 A.M. to 5:00 P.M.

The exceptions to the foregoing shall permit a

3rd Shift - 12:00 A.M. to 8:00 A.M.

2nd Shift - 4:00 P.M. to 12:00 A.M.

1st Shift - 8:00 A.M. to 4:00 P.M.

of four (4) hours' pay at straight-time or at the prevailing overtime rate for all hours worked, whichever is the greater. duty to work unscheduled overtime shall be guaranteed a minimum

SECTION 5. (a) An employee who is recalled to

at prevailing rates, whether or not he is required to work it. while on the day shift, that he shall be paid for the full hour

any employee be recalled to work during his luncheon period required line-up time, and it is further understood that should

not be entitled to any overtime payment for the presently

It is understood that the employee shall

basis from the end of his shift.

paid at time and one-half (1-1/2) rates on a minute-per-minute

C. In excess of one (1) hour, he shall be

shall be paid one (1) full hour at straight-time rates.

less than one (1) hour during the term of this contract, he

B. In excess of fifteen (15) minutes, but

a shift, he shall receive no compensation for any time.

A. Up to fifteen (15) minutes at the end of

basis:

regular tour of duty shall be paid overtime on the following

SECTION 4. An employee required to work beyond his

Compensatory time off will be granted at the officer's request whenever possible, subject to the manpower needs of the

ARTICLE XVI. PERSONAL LEAVE

SECTION 7. The Employer shall adopt no practice designed or intended to deprive the employees of legitimate overtime under this Article.

SECTION 6. All paid overtime will be paid to the member within the pay period such overtime is earned, unless it is within the last nine (9) days of such pay period. If overtime is earned within the last nine (9) days of the current pay period, it shall be paid to the member at the next regular pay date. Any overtime due a member shall be paid in cash.

SECTION 6. All paid overtime will be paid to the member within the pay period such overtime is earned, unless it is within the last nine (9) days of such pay period. If overtime is earned within the last nine (9) days of the current pay period, it shall be paid to the member at the next regular pay date. Any overtime due a member shall be paid in cash.

(c) There shall be no pyramiding of overtime.

with the provisions of Article XV, Section 4(a), (b) and (c). time will be paid for municipal court appearances in accordance hours actually spent in court appearances, except that straight-

5 (a) above, time and one-half (1-1/2) will be paid for all

(b) Irrespective of the provisions of Section overtime rate for all hours worked, whichever is the greater.

eight (8) hours' pay at straight-time or at the prevailing An employee who is called to duty on his day off shall receive

Year.

Vacations may be selected during all twelve (12) months of the

two (72) hours' notice to the Chief as a matter of right.

possible, an employee may take a vacation day off on seventy-

determining manpower needs of the Department. Whenever

days and shall be given priority over compensatory time in

September. Said days shall be credited on the books as vacation

Department, except during the months of June, July, August and

an officer's regular vacation subject to manpower needs of the

vacation days in excess of one (1) work week may be added to

be permitted to be taken in days. So-called odd or extra

past, except that one (1) week of an officer's vacation shall

SECTION 1. Vacations shall be administered as in the

ARTICLE XVII. MISCELLANEOUS

compensatory time in amounts of less than eight (8) hours.

(40) hours. In no event will an officer be compelled to accept

accumulation shall be defined as any time in excess of forty

compensatory time at the Employer's demand. Unreasonable

usual circumstances will an officer be required to accept

Department as determined by the Chief. Only in the most un-

the tip of the ear lobe.

(1) The length shall not extend beyond

B. Sideburns

coat collar.

near the collar line and shall not extend over a shirt or neck shall be maintained. The growth must be neatly trimmed

(4) A neat pattern on the rear of the

or back of the head, when a hat is worn, is prohibited.

(3) Bushy hair protruding from the sides

(2) The duck tail length is prohibited.

and fullness.

(1) The style shall be of medium length

A. Hair

standards for on-duty appearance as listed below:

SECTION 3. All male police officers shall regulate their hair style and facial hair growths to conform with the

loss of the accumulated time.

time off or he may accept such transfer or promotion without option of demanding payment for all accumulated compensatory division to another or is promoted, the officer shall have the

SECTION 2. When a member is transferred from one

individuals.

in an emergency they may be ordered to make deliveries to other
to Township Committeemen and Township Attorney only. However,
A. Officers shall be required to deliver mail

SECTION 4.

permitted by this section, all members shall be clean shaven.

Except for the areas of facial growth

E. Clean Shaven

prohibited.

hair below lower lip, in the chin, or lower jawbone area are
Full beards, goatees or other growths of

D. Full Beards - Goatees

1/4 inch in depth and not appear bushy.

(3) The thickness shall be no more than

to the corner of the mouth.

(2) The extent of growth shall be limited

(1) The pattern shall be neatly trimmed.

C. Mustache

inch in depth.

(3) The growth shall not be more than 1/4

inches at the broadest point.

(2) The width shall not exceed 1-1/4

days.

One (1) man for three (3) days for a total of three (3) man

C. New Jersey Narcotics Officers Association -

three (3) days for a total of six (6) man days.

B. National Convention - Two (2) men for

(3) days for a total of nine (9) man days.

A. State Convention - Three (3) men for three

attend conferences on the following basis:

SECTION 6. The PBA shall designate officers to

desk officer.

the reserve and desk officer or any other officer acting as

ing but may leave the desk. This Agreement shall include both

the shift. Said officer will not be allowed to leave the build-

duty will be allowed thirty (30) minutes off for meals during

SECTION 5. All officers assigned to headquarters

will not be required to otherwise handle any animal calls.

the unavailability of the Animal Control Officer, police officers

impedes the flow of traffic. Except in case of emergency, and

animals to the side of the road, providing that said animal

B. Officers will be required to move dead

shall be administered as in the past.

SECTION 10. The holidays set forth in Schedule "B"

telephone standby time required.

SECTION 9. It is agreed that there shall be no

of one dollar (\$1.00).

such reimbursement until such expenses amount to a minimum

training. However, an officer shall not submit a voucher for

be no compensation when car is used for local in-service

per mile for the use of his personal vehicle, except there will

be reimbursed by the Township at the rate of ten cents (\$.10)

eats while undergoing educational training. An officer will

the rate of two dollars (\$2.00) for each meal that the employee

SECTION 8. Police officers will be reimbursed at

initial issue.

the Township will designate both the tailor and supplier of said

in the event of the initial issue of uniforms to a new officer

thirty (30) days of the execution of this Agreement. However,

tions, which specifications will be supplied to the PBA within

uniform supplier if the supplier meets all Township specifica-

SECTION 7. Uniforms may be purchased from any

Upon receipt of proper written authorization, the Township shall deduct BBA dues on a pro rata basis and shall remit the monies collected to the BBA once each month. The BBA agrees to indemnify and hold harmless the Township from any causes of action, claims, loss or damages incurred as a result of this clause.

All deductions under the Article shall be subject to revocation by the employees who executed such assignments, upon giving written notice to that effect. Such notice shall be given to the BBA and the Township Treasurer. The Township Treasurer shall thereafter cease withholding any monies whatsoever under such checkoff authorization.

Assignees shall have no right to or interest whatsoever in any money authorizedly withheld until such money is actually paid over to them. The Township or any of its officers and employees shall not be liable for any delay in carrying out such deduction, and upon forwarding a check in payment of such deductions by mail to the assignees' last known

ARTICLE XVIII. DUES CHECKOFF AND INDEMNIFICATION

ambulance duty.

SECTION 12. No officer shall be required to perform

qualify under Blue Cross Series 750.

SECTION 11. The entire Police Department shall

listed above.

discipline or discharge any employee engaging in such acts as

SECTION 2. The Township shall have the right to

normal work performance.

action which would involve suspension of or interference with

mass absenteeism, picketing, demonstrations, or other similar

engage in, strikes, slowdowns, lockouts, mass resignations,

the PBA, its officers, members, agents or principals will not

Agreement, parties hereto agree that there will not be and that

the equitable settlement of grievances arising out of this

Adequate procedures having been provided for

with such operation.

of the community, and that there should be no interference

ment and agencies is of paramount importance to the citizens

continued and uninterrupted operation of the Township's depart-

SECTION 1. It is recognized that the need for

ARTICLE XIX. RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

assignees under such assignments.

released from all liability to the employee-assignors and to the

address, the Township and its officers and employees shall be

This Agreement shall be in effect from January 1, 1976 through December 31, 1977, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other

ARTICLE XXI. DURATION

Relations Commission. derogate the Rules and Regulations of the Public Employment The provisions of this Article are not intended to negotiated or signed this Agreement. contemplation of either or both of the parties at the time they Agreement, and whether or not within the knowledge or respect to any subject matter, whether or not covered by this Agreement, neither party will be required to negotiate with been the subject of negotiations. During the term of this the parties of all bargainable issues which were or could have complete and final understanding of the settlement between This Agreement represents and incorporates the

ARTICLE XX. FULLY BARGAINED PROVISION

Dated: November 1, 1976

James R. [Signature]
ATTEST:

BY: *Howard [Signature]*
NEW JERSEY STATE PBA
MAPLEWOOD LOCAL # 44

[Signature]
ATTEST:

BY: *[Signature]*
TOWNSHIP OF MAPLEWOOD

gives notice, in writing, no later than sixty (60) days from
the expiration date.
IN WITNESS WHEREOF, the parties have hereunto affix-
ed their signatures.



in 1977.

allowance of \$250.00 per annum in 1976, and \$275.00 per annum

All Patrolmen and Officers shall receive a clothing

in said Detective Bureau.

seniority in rank solely in accordance with length of service

There shall be established in the Detective Bureau

annum in addition to their regular compensation.

to the Detective Bureau shall receive the sum of \$750.00 per

The Sergeants and Lieutenants who have been assigned

in addition to their regular compensation.

receive additional compensation in the sum of \$500.00 per annum

All Patrolmen serving in the Detective Bureau shall

	EFFECTIVE JANUARY 1, 1976	EFFECTIVE JANUARY 1, 1977
PATROLMAN FIFTH CLASS	\$10,940.28	\$11,596.78
PATROLMAN FOURTH CLASS	\$11,656.84	\$12,356.24
PATROLMAN THIRD CLASS	\$12,402.00	\$13,146.12
PATROLMAN SECOND CLASS	\$13,118.56	\$13,905.84
PATROLMAN FIRST CLASS	\$13,863.98	\$14,695.72
SERGEANT	\$15,455.70	\$16,383.12
LIEUTENANT	\$17,045.34	\$18,068.18
CAPTAIN	\$18,634.98	\$19,753.24

SCHEDULE "A"

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Good Friday

As part of the negotiations, the Township will adopt an ordinance granting to all members of the unit one (1) additional paid holiday (new total to be 11) effective January 1, 1977. The holidays are as follows:

SCHEDULE "B"
HOLIDAYS

THIS DOES NOT
CIRCULATE

A G R E E M E N T

Between

THE TOWNSHIP OF MAPLEWOOD

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION MAPLEWOOD LOCAL NUMBER 44

January 1, 1978 - December 31, 1978

Great County

I N D E X

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THIS AGREEMENT, made effective as of January 1, 1978 and to be enforced during the calendar year of 1978, between

THE TOWNSHIP OF MAPLEWOOD,

(hereinafter referred to as the "Township" or "Employer"), and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, MAPLEWOOD LOCAL NUMBER 44,

(hereinafter referred to as the "PBA").

W I T N E S S E T H :

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the premises and

mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the PBA as follows:

ARTICLE I. RECOGNITION

The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all its patrolmen, sergeants and all other superior officers in its Police

Chapter 123, and subsequent amendments.

subject to the provisions of this Agreement and P. L. 1974,

It is specifically understood that this Article is

disciplinary action for good and just cause.

(C) Suspend, demote, discharge, or take other

(B) Hire, promote, transfer and assign;

(A) Direct the employees;

not be limited to, the right to:

of P. L. 1974, Chapter 123. This right would include, but shall

specifically restricted by this Agreement and/or the provisions

of management are retained by the Township, unless otherwise

It is further agreed and understood that all rights

of this Agreement.

rights repose in it except as modified or limited by the terms

ment, to fulfill its lawful obligations and that all management

business to manage and direct the affairs of the Police Depart-

possess the sole and exclusive right to conduct the Township's

It is understood and agreed that the Township

ARTICLE II. MANAGEMENT RIGHTS

Police and all other employees.

Department in Maplewood, New Jersey, but excluding the Chief of

ARTICLE III. GRIEVANCE PROCEDURE

SECTION 1. DEFINITION - A grievance is defined as

an alleged violation of this Agreement or an improper adminis-

trative decision, short of discharge.

SECTION 2. PURPOSE -

A. The purpose of the grievance procedure is to

secure, at the lowest possible level, equitable solutions to

the grievances which may from time to time arise affecting the

terms and conditions of employment of employees in Article I.

Both parties agree that these proceedings will be kept as

informal and confidential as may be appropriate at any level

of the procedure.

B. Nothing herein contained shall be construed as

limiting the right of any employee having a grievance to discuss

the matter informally with any appropriate members of the Police

Administration, and having the grievance adjusted without

intervention of the PBA provided an adjustment is not inconsis-

tent with this Agreement. The PBA will be given the opportunity

to be present at such adjustments provided the grievant requests

same.

SECTION 3. PROCEDURE - An aggrieved employee shall

institute action under the provisions hereof within ten (10)

calendar days of the occurrence complained of. Failure to act

designated representative within seven (7) calendar days after that no decision has been rendered by the Chief of Police or his or his designated representative at Step Two, or in the event person is not satisfied with the decision of the Chief of Police

Step Three - In the event that the aggrieved

to him.

seven (7) calendar days after the presentation of the grievance representative shall render his decision, in writing, within designated representative. The Chief of Police or his designated representative of the PBA on his behalf to the Chief of Police or his be presented in writing and signed by the grievant or a representative after presentation of the grievance to him, the matter shall be rendered by the Shift Lieutenant within seven (7) calendar days after presentation of the grievance to him, or in the event that no decision has been rendered by the Shift Lieutenant within seven (7) calendar days after presentation of the grievance to him, the matter shall

person is not satisfied with the decision of the Shift

Step Two - In the event that the aggrieved

visor, with the objective of resolving the matter informally. first discuss it with his Shift Lieutenant, or immediate supervisor, shall

Step One - An employee with a grievance, shall

agreed upon for the settlement of grievances:

SECTION 4. The following procedure is mutually

abandonment of the grievance.

within said ten (10) days shall be deemed to constitute an

presentation of the grievance to him, the matter may be presented by the PBA in its discretion to the Township Committee. If the grievance is presented to the Township Committee in writing and signed, with a copy to the Chief of Police at least seven (7) days prior to a regular public meeting, it shall be taken up at that meeting. A decision shall be rendered in writing within seven (7) calendar days thereafter.

Step Four - In the event that the PBA is not satisfied with the decision of the Township Committee, only the PBA in its discretion has fifteen (15) calendar days in which to request arbitration.

A. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey State Board of Mediation.

B. The arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the arbitration hearing.

C. The arbitrator's decision shall be final and binding upon all parties. Should the matter involve discipline or discharge under N.J.S.A. 40:A 14-147, the aggrieved employee has the option to pursue his statutory remedy or elect arbitration but in no event shall he be entitled to pursue both remedies.

D. The costs for the services of the arbitrator

established:

member of the Force, the following rules or procedure are hereby
meanwhile observing and protecting the individual rights of each
conducted in a manner conducive to good order and discipline,

C. To insure that such investigations are

competent authority.

require prompt investigation by superior officers or other
the actions of the members of the Force. Such questions may
relationships with the public, questions may arise concerning
B. In view of the nature of their contacts and

is a portion of the police power of the State.

status as public officers in that the exercise of their duties
A. Members of the Police Department hold a unique

SECTION 6. CHARGES OR COMPLAINTS AGAINST EMPLOYEES

must be signed by the grievants or a representative of the PBA.
Procedure. Any grievance submitted under the provisions herein
on behalf of said named group at Step Two of the grievance

a group of employees under Article I may be submitted by the PBA

SECTION 5. GROUP GRIEVANCES - A grievance affecting

be paid by the party incurring same.

expenses incidental to and arising out of the arbitration shall
shall be borne equally by the Township and the PBA. All other

(1) The interrogation of any member shall be at a reasonable hour, preferably when the member is on duty, and during the daylight hours unless the exigencies of the investigation dictate otherwise. In the latter event, re-assignment of the member's tour of duty may be employed, where warranted.

(2) The interrogation shall take place at a location designated by the investigating officer, usually at headquarters.

(3) The members of the Department shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer and identity of all persons present during the interrogation, and the name of the complainant, if known to the Department.

(4) The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the Department being interrogated is a witness only, he should be so informed.

(5) The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed.

(7) Excluding investigations pertaining to alleged criminal offenses, in other cases wherein a member is to be interrogated concerning an alleged violation of the Department Rules and Regulations which, if proven, may result in his dismissal from the service or the infliction of other disciplinary punishment upon him, he shall be afforded, if he so requests, a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the PBA may be present during the interrogation, but may not participate in the interrogation except to counsel the member. However, in such cases, the interrogation may not be postponed for the purpose of counsel and/or a representative of the PBA past four (4) hours following notification of the

any punishment. become the subject of disciplinary action resulting in disciplinary officer from informing the member that his conduct can Nothing herein is to be construed as to prohibit the investigating reward shall be made as an inducement to answering questions. dismissal or other disciplinary punishment. No promise of any offensive language, nor shall he be threatened with transfer, (6) The member shall not be subjected to telephone calls and rest periods as are reasonably necessary. Time shall be provided also for personal necessities, meals,

interrogation.

(8) Requests for consultation and/or

representation or the recording of questioning in administrative investigations shall not be denied unless sufficient reasons are advanced by the Employer in writing.

(9) The complete interrogation of the member

shall be recorded mechanically or by a stenographer. There will be no "off-the-record" questions. All recesses called during

the questioning shall be noted in the record.

(10) If a member is under arrest or is likely

to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the

United States Supreme Court requirements.

(11) Under the circumstances described in

Paragraph (7), the member shall be given an exact copy of any

written statement he may execute, or if the questioning is

mechanically or stenographically recorded, the member shall be

given a copy of such recording or transcript if requested by him.

(12) The refusal by a member of the Department

to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.

D. No member shall be ordered to submit to a

polygraph test for any reason. Such test may be given if

Effective January 1, 1978, the salary schedules

ARTICLE IV. SALARIES

all witnesses at any hearing conducted following the booking.

The complainant must be present as well as

discovery as any defendant in a civil or criminal matter.

The employee shall have the same right to

and any and all other materials relating to the booking.

the identification of the booking car, Departmental reports

hearing on the matter. This shall include but not be limited to

within 24 hours of notification of booking and prior to any

of any and all documents relating to the offense as charged

The employee shall be furnished with copies

lations or order which he allegedly violated.

booking immediately. He shall be advised of the rule or regu-

is understood in the Department), he shall be notified of the

F. When an employee is "booked" (as that term

test may be given if requested by the member.

as may be provided otherwise by specific statutory law. Such

the percentage of alcohol in the blood for any reason except

blood test, a breathalyzer test or any other test to determine

E. No member shall be ordered to submit to a

requested by the member.

There shall be no discrimination, interference or

ARTICLE VII. DISCRIMINATION OR COERCION

of New Jersey.

covered by this Agreement pursuant to the statutes of the State

The Employer will provide legal aid to all personnel

ARTICLE VI. LEGAL AID

in this Agreement as if set forth herein at length.

effect during the term of this Agreement and shall be incorporated

specifically modified herein, shall remain in full force and

resolutions pertaining to the Police Department, except as

The provisions of all municipal ordinances and

in this Agreement.

in effect at the commencement of these negotiations resulting

term of this Agreement at not less than the highest standards

shall be maintained and continued by the Employer during the

conditions under which the officers are presently operating

Except as otherwise provided herein, all working

ARTICLE V. RETENTION OF BENEFITS

and made a part hereof.

shall be as set forth in Schedule "A" which is attached hereto

for all officers recognized as being represented by the PBA

permitting.

three (3) men from the same tour of duty, available manpower in pay or time off. Such representatives shall be limited to proceedings, conferences or meetings, he shall suffer no loss participate during working hours in negotiations, grievance or any policeman is mutually scheduled by the parties to

Section 1. Whenever any representative of the PBA

ARTICLE IX. PBA RIGHTS AND PRIVILEGES

such invalidated provisions.

effect, and the parties shall renegotiate concerning any and sections not so invalidated shall remain in full force and of any article or section of this Agreement, all other articles governmental regulation or court decision causes invalidation In the event that any Federal or State legislation,

ARTICLE VIII. SAVINGS CLAUSE

because of race, creed, color, age, sex or national origin. Employer nor the PBA shall discriminate against any employee intimidate or coerce employees into membership. Neither the activity in the PBA. The PBA or any of its agents shall not employees represented by the PBA because of membership or coercion by the Employer or any of its agents against the

The Employer may establish and enforce reasonable and just rules and regulations in connection with its operation

ARTICLE XI. RULES AND REGULATIONS

Seniority in rank shall be used for purposes of providing preferential treatment for the most senior employee in his respective rank in the selection of vacations, demotions, recalls and any other substantial employee advantages.

Seniority in rank shall be used for purposes of providing preferential treatment for the most senior employee in his respective rank in the selection of vacations, demotions, recalls and any other substantial employee advantages. Seniority shall not be used for purposes of determining seniority in rank for an employee who is on such leave. Seniority in rank shall be used for purposes of providing preferential treatment for the most senior employee in his respective rank in the selection of vacations, demotions, recalls and any other substantial employee advantages. Seniority shall not be used for purposes of determining seniority in rank for an employee who is on such leave. Seniority in rank shall be used for purposes of providing preferential treatment for the most senior employee in his respective rank in the selection of vacations, demotions, recalls and any other substantial employee advantages. Seniority shall not be used for purposes of determining seniority in rank for an employee who is on such leave.

ARTICLE X. SENIORITY

Section 2. The PBA shall have the right to use the PBA bulletin board at Police Headquarters to post official PBA materials with the prior approval of the Chief of Police. Section 3. The President and State Delegate of the PBA shall have the right to attend regular Local and State PBA monthly meetings without loss of pay subject to manpower needs of the Department.

of the Police Department and maintenance of discipline. However, proposed new rules or modifications of existing rules governing working conditions shall be negotiated and discussed with the majority representative prior to being established.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, but not illegal, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in this Agreement.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the Employer shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the rights of the employee granted by statute or this Agreement. This shall not operate as a stay of suspension or discharge.

ARTICLE XII. LEAVES OF ABSENCE

A. Funeral Leave - A death in an employee's

immediate family shall not be charged against his compensatory time off. Time off shall be given from the day of death until the day after the funeral, not to exceed three (3) calendar days immediately following the relative's death. In a case involving unusual circumstances, the Chief may grant additional days off. Immediate family shall be defined as follows:

mother, father, son, daughter, sister, brother, husband, wife,

grandparents and grandchildren, mother-in-law and father-in-law.

B. Military Leave - Any employee called into the

Armed Forces of the United States during national emergency,

or drafted shall be given all the protection of applicable

laws and leave of absence shall be granted.

C. Any employee with three (3) or more years of

service desiring leave of absence without pay from his employ-

ment shall request such leave in writing, stating the reason

for the leave, and must receive permission in writing from

the Township in order for it to be effective. The maximum leave

of absence shall be for ninety (90) days and may be extended

for a like period by the Township. During the period of absence,

the employee shall not engage in any gainful employment without

the consent of the Township Committee. Any employee who fails

A. Each employee shall receive wages based upon 8.0 hours' straight-time hourly rate of pay

ARTICLE XIV. HOLIDAYS

Whenever an employee is injured, ill or disabled other than in the line of duty, the Township shall grant him a leave of absence up to ninety (90) days at full pay. For the next ninety (90) days, the Township shall grant him time off at one-half (1/2) his prevailing rate of pay. Only working days shall be computed in the foregoing calculation.

ARTICLE XIII. SICK LEAVE

to comply with this provision shall be subject to disciplinary action. Seniority and longevity shall be retained, but shall not accrue during such leaves. Time on leave shall not be counted in computing service for vacation purposes. The employee must make suitable arrangements for continuation of welfare and pension payments, if any, before the leave may be approved by the Township. The Township shall have the right to require an employee returning from leave of absence for illness or injury to undergo a physical examination by a Township designated physician before he is returned to the job. An employee shall not be allowed more than six (6) months' leave without pay during the term of this agreement.

provide the Police Department of the Township of Maplewood with
Section 1. The Township shall, insofar as practical,

ARTICLE XV. EQUIPMENT

be entitled.

holiday pay in addition to any vacation pay to which he may
employee's vacation period, the employee shall receive the

C. If one of the above holidays falls within an

holiday.

of the above holidays at the next pay period following the

B. Employees shall be paid the holiday pay for any

- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

for each of the following holidays in 1978:

Section 1. The work day shall consist of no more

ARTICLE XVI. HOURS OF WORK AND OVERTIME

vehicles shall be equipped with portable lights. with alley lights and safety divider screens and all unmarked hollow point ammunition. All marked vehicles shall be equipped All police officers shall be furnished with new of the vehicle.

be equipped with trunks that can be opened from the interior Section 4. All patrol cars and unmarked cars shall

restaurants.

shall be allowed to remove their hats while in public worn at all times when not in motor vehicles. Employees their hats while operating in motor vehicles. Hats must be

Section 3. Employees shall be allowed to remove

up to New Jersey State Inspection Laws and clean.

Section 2. All motor vehicle apparatus shall be kept

and tear in the performance of duties of the Police Department. is required to be replaced by normal usage, procedure, wear The Township shall replace all equipment which

ment shall be kept in a good state of repair.

preserve the peace and provide public safety, and such equip- essential equipment necessary to properly enforce the law,

Two (2) motor vehicle posts shall be continued

West Post, available manpower permitting.

which shall be known as Motor Patrol East Post and Motor Patrol

service shall have the preference to work a steady day post,

The two (2) most senior officers in length of

to work from 10 a.m. to 6 p.m.

Township, the Chief of Police may require the Town's Centerman

and/or Chamber of Commerce members are presented to the

relative to the Town Centerman's hours of work by residents

10 a.m. to 6 p.m. provided, however, in the event that complaints

is commonly known as East Post Assignment who shall work from

Town Centerman who shall work from 9 a.m. to 5 p.m. and what

The exceptions to the foregoing shall permit a

3rd Shift - 12 a.m. to 8 a.m.

2nd Shift - 4 p.m. to 12 p.m.

1st Shift - 8 a.m. to 4 p.m.

officers shall consist of the following shifts:

All standard working hours for all police

practice.

regard to luncheon periods and breaks according to present

period. All shifts shall continue to be administered with

than eight (8) consecutive hours in a twenty-four (24) hour

It is understood that the employee shall not be entitled to any overtime payment for the presently required line-up time, and it is further understood that should any

paid at time and one-half (1-1/2) rates on a minute-per-minute basis from the end of his shift.

C. In excess of one (1) hour, he shall be

shall be paid one (1) full hour at straight-time rates.

less than one (1) hour during the term of this contract, he

B. In excess of fifteen (15) minutes, but

a shift, he shall receive no compensation for any time.

A. Up to fifteen (15) minutes at the end of

basis:

regular tour of duty shall be paid overtime on the following
Section 4. An employee required to work beyond his

forty (40).

determined by dividing the employee's salary by the number

salary rates in cash. The employee's hourly rate shall be

per day shall be paid at time and one-half (1-1/2) regular

Section 3. All work in excess of eight (8) hours

consecutive working days.

Section 2. The work week shall consist of five (5)

the Chief.

and shall be filled by two (2) police officers designated by

employee be recalled to work during his luncheon period while on the day shift, that he shall be paid for the full hour at prevailing rates, whether or not he is required to work it.

Section 5. (a) An employee who is recalled to

duty to work unscheduled overtime shall be guaranteed a

minimum of four (4) hours pay at straight-time or at the

prevailing overtime rate for all hours worked, whichever is

the greater. An employee who is called to duty on his day

off shall receive eight (8) hours pay at straight-time or at

the prevailing overtime rate for all hours worked, whichever

is the greater.

(b) Irrespective of the provisions of Section

5(a) above, time and one-half (1-1/2) will be paid for all

hours actually spent in court appearances, except that straight-

time will be paid for municipal court appearances in accordance

with the provisions of Article XVI, Section 4(a), (b) and (c).

(c) There shall be no pyramiding of overtime.

Section 6. All paid overtime will be paid to the

member within the pay period such overtime is earned, unless it

is within the last nine (9) days of such pay period. If

overtime is earned within the last nine (9) days of the current

pay period, it shall be paid to the member at the next regular

days and shall be given priority over compensatory time in September. Said days shall be credited on the books as vacation Department, except during the months of June, July, August and an officer's regular vacation subject to manpower needs of the vacation days in excess of one (1) work week may be added to be permitted to be taken in days. So-called odd or extra past, except that one (1) week of an officer's vacation shall Section 1. Vacations shall be administered as in the

ARTICLE XVIII. MISCELLANEOUS

compensatory time in amounts of less than eight (8) hours. (40) hours. In no event will an officer be compelled to accept accumulation shall be defined as any time in excess of forty compensatory time at the Employer's demand. Unreasonable unusual circumstances will an officer be required to accept Department as determined by the Chief. Only in the most request whenever possible, subject to the manpower needs of the Compensatory time off will be granted at the officer's

ARTICLE XVII. PERSONAL LEAVE

overtime under this article. designed or intended to deprive the employees of legitimate Section 7. The Employer shall adopt no practice pay date. Any overtime due a member shall be paid in cash.

collar.

the collar line and shall not extend over a shirt or coat shall be maintained. The growth must be neatly trimmed near (4) A neat pattern on the rear of the neck

or back of the head, when a hat is worn, is prohibited.

(3) Bushy hair protruding from the sides

(2) The duck tail length is prohibited.

and fullness.

(1) The style shall be of medium length

A. Hair

standards for on-duty appearance as listed below:

their hair style and facial hair growths to conform with the Section 3. All male police officers shall regulate

loss of the accumulated time.

time off or he may accept such transfer or promotion without option of demanding payment for all accumulated compensatory division to another or is promoted, the officer shall have the

Section 2. When a member is transferred from one

may be selected during all twelve (12) months of the year.

hours notice to the Chief as a matter of right. Vacations

an employee may take a vacation day off on seventy-two (72)

determining manpower needs of the Department. Whenever possible,

However, in an emergency, they may be ordered to make deliveries

mail to Township Committeemen and Township Attorney only.

Section 4. Officers shall be required to deliver

permitted by this section, all members shall be clean shaven.

Except for the areas of facial growth

E. Clean Shaven

prohibited.

hair below lower lip, in the chin, or lower jawbone area are

Full beards, goates or other growths of

D. Full Beards/Goates

1/4 inch in depth and not appear bushy.

(3) The thickness shall be no more than

to the corner of the mouth.

(2) The extent of growth shall be limited

(1) The pattern shall be neatly trimmed.

C. Mustache

inch in depth.

(3) The growth shall not be more than 1/4

at the broadest point.

(2) The width shall not exceed 1-1/4 inches

the tip of the ear lobe.

(1) The length shall not extend beyond

B. Sideburns

to other individuals.

Officers will be required to move dead animals

to the side of the road, providing that said animal impedes the flow of traffic. Except in case of emergency and the unavailability of the Animal Control Officer, police officers will not be required to otherwise handle any animal calls.

Section 5. All officers assigned to headquarters duty

will be allowed thirty (30) minutes off for meals during the

shift. Said officer will not be allowed to leave the building

but may leave the desk. This Agreement shall include both

the reserve and desk officer or any other officer acting as

desk officer.

Section 6. The PBA shall designate officers to

attend conferences on the following basis:

A. State Convention - Three (3) men for five

(5) days for a total of fifteen (15) man days.

B. National Convention - Two (2) men for

three (3) days for a total of six (6) man days.

C. New Jersey Narcotics Officers Association -

One (1) man for three (3) days for a total of three (3) man

days.

Section 7. Uniforms may be purchased from any

uniform supplier if the supplier meets all Township specific-

ambulance duty.

Section 12. No officer shall be required to perform

qualify under Blue Cross Series 750.

Section 11. The entire Police Department shall

shall be administered as in the past.

Section 10. The holidays set forth in Article XIV

telephone standby time required.

Section 9. It is agreed that there shall be no

amount to a minimum of one (\$1.00) dollar.

submit a voucher for such reimbursement until such expenses

local in-service training. However, an officer shall not

except there will be no compensation when car is used for

ten (\$.10) cents per mile for the use of his personal vehicle,

officer will be reimbursed by the Township at the rate of

employee eats while undergoing educational training. An

the rate of two (\$2.00) dollars for each meal that the

Section 8. Police officers will be reimbursed at

supplier of said initial issue.

new officer, the Township will designate both the tailor and

However, in the event of the initial issue of uniforms to a

within thirty (30) days of the execution of this Agreement.

cations, which specifications will be supplied to the PBA

ARTICLE XIX. DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of proper written authorization, the Township shall deduct PBA dues on a pro rata basis and shall remit the monies collected to the PBA once each month. The PBA agrees to indemnify and hold harmless the Township from any causes of action, claims, loss or damages incurred as a result of this clause.

All deductions under the article shall be subject to revocation by the employees who executed such assignments, upon giving written notice to that effect. Such notice shall be given to the PBA and the Township Treasurer. The Township Treasurer shall thereafter cease withholding any monies whatever under such checkoff authorization.

Assignees shall have no right to or interest whatsoever in any money authorizedly withheld until such money is actually paid over to them. The Township or any of its officers and employees shall not be liable for any delay in carrying out such deduction, and upon forwarding a check in payment of such deductions by mail to the assignees' last known address, the Township and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

The Township shall not deduct dues from any employee's

This Agreement represents and incorporates the complete and final understanding of the settlement between the parties of all bargainable issues which were or could

ARTICLE XXI. FULLY BARGAINED PROVISION

as listed above.

discipline or discharge any employee engaging in such acts
Section 2. The Township shall have the right to

or interference with normal work performance.

or other similar action which would involve suspension of

resignations, mass absenteeism, picketing, demonstrations

will not engage in, strikes, slowdowns, lockouts, mass

that the PBA, its officers, members, agents or principals

Agreement, parties hereto agree that there will not be and

the equitable settlement of grievances arising out of this

Adequate procedures having been provided for

ference with such operation.

citizens of the community, and that there should be no inter-

department and agencies is of paramount importance to the

continued and uninterrupted operation of the Township's

Section 1. It is recognized that the need for

ARTICLE XX. RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

salary for any organization other than the PBA.

[Handwritten signature]

ATTEST:

[Handwritten signature]

ATTEST:

By *[Handwritten signature]*

NEW JERSEY STATE PBA
MAPLEWOOD LOCAL # 44

By *[Handwritten signature]*

TOWNSHIP OF MAPLEWOOD

their signatures.

IN WITNESS WHEREOF, the parties have hereunto affixed

days from the expiration date.

other gives notice, in writing, no later than sixty (60)

effect from year to year thereafter, unless one party to the

This Agreement shall continue in full force and

1978 through December 31, 1978, without any reopening date.

This Agreement shall be in effect from January 1,

ARTICLE XXII. DURATION

Relations Commission.

derogate the rules and regulations of the Public Employment

The provisions of this article are not intended to

they negotiated or signed this Agreement.

contemplation of either or both of the parties at the time

this Agreement, and whether or not within the knowledge or

with respect to any subject matter, whether or not covered by

this Agreement, neither party will be required to negotiate

have been the subject of negotiations. During the term of

SCHEDULE A

Salaries for all employees covered by this Agreement shall be as follows retroactive to January 1, 1978:

Captain	\$20,782.32
Lieutenant	19,097.26
Sergeant	17,412.20
Patrolman 1st Class	15,724.80
Patrolman 2nd Class	14,934.92
Patrolman 3rd Class	14,175.20
Patrolman 4th Class	13,385.32
Patrolman 5th Class	12,625.86

All Patrolmen serving in the Detective Bureau shall

receive additional compensation in the sum of \$500.00 per annum in addition to their regular compensation.

The Sergeants and Lieutenants who have been assigned

to the Detective Bureau shall receive the sum of \$750.00 per annum in addition to their regular compensation.

There shall be established in the Detective Bureau

seniority in rank solely in accordance with length of service

in said Detective Bureau.

All Patrolmen and Officers shall receive a clothing

allowance of \$275.00 per annum.

A G R E E M E N T

TOWNSHIP OF MAPLEWOOD

AND

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION
MAPLEWOOD LOCAL NUMBER 44

January 1, 1978

to

December 31, 1978

GROTTA, GLASSMAN & HOFFMAN
11 Commerce Street
Newark, New Jersey 07102

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