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AGREEMENT

Between:

TOWNSHIP OF MILLBURN,
ESSEX COUNTY, NEW JERSEY

and

TOWNSHIP OF MILLBURN P. B. A. LOCAL NO. 34

(Patrolmen)

.....
JANUARY 1, 1974, through DECEMBER 31, 1975
.....

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PREAMBLE

This Agreement entered into this day of
1974, by and between the TOWNSHIP OF MILLBURN, in the County of
Essex, New Jersey, a municipal corporation of the State of New
Jersey, (hereinafter called the "Township") and TOWNSHIP OF MILLBURN,
P. B. A. LOCAL 34 (PATROLMEN), (hereinafter called the "Association"),
represents the complete and final understanding on all bargainable issues
between the Township and the Association.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Association as the
exclusive collective negotiations agent for all Patrolmen.

The title of Policeman shall be defined to include the
plural as well as the singular and to include males and females.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To take any permissible disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in accordance with the Constitution and Laws of New Jersey, including Chapter 303 of the laws of 1968, and of the United States.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of the Department, or his designee, for the purpose of resolving the matter informally. Failure to act within ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of the Department, or his designee, shall render a decision within ten (10) days after receipt of the grievance.

Step Two:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and signed by the aggrieved and filed with the Committeeman for the Police Department (or his designee) within five (5) days following the determination by the Chief of the Department.

(b) The Committeeman for the Police Department, or his representative, shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Committeeman for the Police Department, the matter may be submitted

to the Mayor and Committeemen.

(b) The Mayor and Committeemen shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

Step Four - Advisory Arbitration

(a) If the grievance is not settled through Steps One, Two and Three, either party may refer the matter to the American Arbitration Association for Advisory Arbitration within ten (10) days after the determination by the Mayor and Committeemen. An Arbitrator shall be selected pursuant to the Rules of the A. A. A.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor and Committeemen. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the Association shall pay whatever costs may have been incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The costs for the services of the arbitrator shall be borne equally between the Township and the Association. Any

Grievance Procedure continued:

other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE IV

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i. e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, or walkout it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article III.

C. The Association will actively discourage and will take

whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, walkout or other deliberate interference with normal work procedures against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE V

HOURS AND OVERTIME

A. All employees covered by this Agreement shall have a normal work week of forty (40) hours per week.

B. All work authorized to be done in excess of forty (40) hours per week shall be compensated at time and one-half the regular straight time hourly rate. In construing such overtime, payments shall be made on the following basis:

1. Up to the first 16 minutes of authorized overtime - no pay
2. Sixteen (16) through thirty (30) minutes - 30 minutes pay
3. Thirty-one (31) through sixty (60) minutes - 1 hour pay
4. Thereafter, overtime shall be paid in thirty (30)

minute segments for all time authorized to be worked beyond the regular tour of duty.

C. If an employee is recalled to duty after he has completed a regularly scheduled tour, he shall be paid for all hours worked and shall receive a minimum of two (2) hours worked, or pay in lieu of work, at time and one-half.

ARTICLE VI

SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods because of death or serious illness in the employee's immediate family as defined in Civil Service Regulations.

3. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay, less any amounts received from disability insurance during the period in which he is unable to perform his duties, as certified by a physician in attendance designated by the municipality. Such payments shall be discontinued when an employee is placed on disability leave or pension.

B. Amount of Sick leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one working day (1) per month during the remainder of the first calendar year of employment after initial appointment

Sick Leave continued:

and fifteen (15) working days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Department shall be notified at least one (1) hour prior to the employee's starting time.

(a) Failure to so notify the Department may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of any employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to

Sick Leave continued:

contagious disease a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Bereavement Leave

1. In case of death in the immediate family, an employee shall be granted leave from the day of death, up to and including the day of the funeral.

2. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother or sister.

3. Reasonable verification of the event may be required by the Township.

ARTICLE VII

HEALTH AND WELFARE - INSURANCE

A. The Township shall provide enrollment in the State Health Benefits program for all permanent employees who have been on the payroll for two (2) months, at the beginning of the third month of employment. If an employee receives his permanent appointment after the fifth day of the month, such month shall not be counted as aforesaid.

The Township shall pay the full cost of the foregoing program for the employee and his family. Nothing shall preclude the right of the Township to change insurance carriers so long as substantially similar benefits are provided.

B. The Township shall provide the employee with legal aid as required by State Statute.

ARTICLE VIII

SALARIES

A. See Schedule A which is attached hereto and made a part hereof.

B. Any employee covered by this Agreement who is assigned as a Detective shall receive, in addition to the salary provided for in Schedule A, the stipend of \$790.00 per year, if he is a First Grade Detective. If he is assigned as a Second Grade Detective, the stipend shall be \$540.00. If he is assigned as a Third Grade Detective, the stipend shall be \$270.00. Effective January 1, 1975, the aforementioned figures shall be changed to the following: \$855.00; \$585.00, and \$295.00, respectively.

ARTICLE IX

LONGEVITY

A. Each employee covered by this Agreement shall receive in addition to his salary as determined above, a longevity increment as follows:

<u>Years of Continuous and Uninterrupted Service</u>	<u>Effective January 1, 1974</u>	<u>Effective January 1, 1975</u>
Less than 5	\$ 000.00	\$ 000.00
5 through 10	225.00	300.00
11 through 15	450.00	600.00
16 through 20	675.00	900.00
21 through 25	900.00	1,200.00
More than 25	1,125.00	1,500.00

ARTICLE X

RETENTION OF BENEFITS

Those Provisions of Municipal Ordinances which are applicable to employees covered by this Agreement shall remain in full force and effect, except as modified herein, during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE XI

SEPARABILITY AND SAVINGS

A. The Township and the Association recognize the applicability of Presidential Executive Orders dealing with economic controls on wages, prices, salaries, and so forth. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event that any or all of the salary increases or adjustments or other economic changes for 1974 or beyond cannot be legally made effective, such increases or adjustments or changes shall be omitted or proportionately adjusted according to law.

B. In the event that any provision of this Agreement shall, at any time, be declared invalid by Legislative Act or any Court of competent jurisdiction, or through Government regulation or decree such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XII

VACATIONS

A. Uniformed members of the Police Department covered by

Vacations continued:

this Agreement, who were appointed after January 1, 1971, shall be entitled to the following annual vacation:

<u>Years of Service</u>	<u>Vacation Leave</u>
0 - 1 year	1 working day for each month of service
1 - 2 years	12 working days
3 - 4 years	15 working days
5 - 16 years	18 working days
17 years	19 working days
18 years	20 working days
19 years	21 working days
20 years or more	22 working days

B. Uniformed members of the Police Department covered by this Agreement, who were appointed prior to January 1, 1971, shall be entitled to the following annual vacation:

<u>Years of Service</u>	<u>Vacation Leave</u>
0 - 1 year	1 1/2 working days per month of service
1 - 16 years	18 working days
17 years	19 working days
18 years	20 working days
19 years	21 working days
20 years or more	22 working days

ARTICLE XIII
LEAVE OF ABSENCE

A leave of absence without pay may be granted for good cause to any employee for a period of six (6) months. Such leave shall be granted at the sole discretion of the Committeeman in charge of the Police Department after recommendation from the Chief. The leave may be extended for an additional six (6) months under the procedure as the initial leave.

ARTICLE XIV
MILITARY LEAVE

A. Any employee called into the Armed Forces of the United States during national emergency shall receive the protection of all applicable laws.

ARTICLE XV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1974, and shall remain in effect to and including December 31, 1975, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a

Term and Renewal continued:

desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Millburn, New Jersey, on this 3rd day of JUNE, 1974.

TOWNSHIP OF MILLBURN,
P. B. A. LOCAL NO. 34

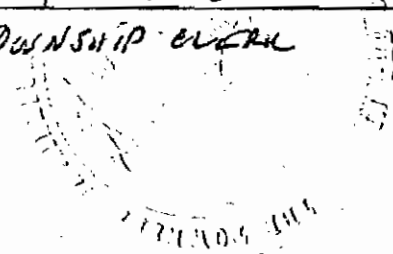
By: Paul C. Stager

Witness: Richard Manin

TOWNSHIP OF MILLBURN,
ESSEX COUNTY, NEW JERSEY

By: Thomas Thomas
MAYOR

Witness: John D. ...
TOWNSHIP CLERK



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SCHEDULE A

A. Employees covered by this Agreement shall receive salaries effective January 1, 1974, as provided for below:

REGULAR PATROLMEN

First three (3) months of service (Probationary)	\$ 9,500.00
Second three (3) months of service	10,000.00
Second six (6) months of service	10,500.00
Second year of service	11,000.00
Third year of service	11,500.00
First six (6) months of fourth (4th) year	12,000.00
Thereafter	12,975.00

REGULAR PATROLMEN WITH COLLEGE DEGREE

First 3 months	11,315.00
Second 3 months	11,725.00
Second 6 months	12,145.00
Second year	12,565.00
Third (3rd) year and thereafter (maximum)	12,975.00

Schedule A continued:

B. Employees covered by this Agreement shall receive salaries effective January 1, 1975, as provided for below:

REGULAR PATROLMEN

First three (3) months of service (Probationary)	\$ 10,075.00
Second three (3) months of service	10,650.00
Second six (6) months of service	11,225.00
Second year of service	11,800.00
Third year of service	12,375.00
First six (6) months of fourth (4th) year	12,950.00
Thereafter	13,950.00

REGULAR PATROLMEN WITH COLLEGE DEGREE

First 3 months	12,290.00
Second 3 months	12,700.00
Second 6 months	13,120.00
Second year	13,540.00
Third (3rd) year and thereafter (maximum)	13,950.00

C. Holidays. The uniformed full-time members of the Police Department, with the exception of Parking Violations Officers, shall be entitled to a payment equivalent to twelve (12) working days, in lieu of

Schedule A continued:

holiday time off and in addition to annual salary, payable in December and based upon their then current rate of pay. Said payment shall accrue on the basis of 1 day per month of service.

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SCHEDULE B

Permanent regular members of the Police Department, by way of further addition to the salary ranges and existing longevity plan, holiday and overtime to which they are entitled, shall be entitled to receive in each calendar year the sum of \$15.00 for each credit hour successfully completed in, or accepted by, a recognized institution of higher education offering a program leading to an Associate or Baccalaureate Degree in Police Science, Law Enforcement, Public Safety or Criminal Justice, provided the individual is matriculated in one of the aforementioned degree programs. Such additional compensation shall not exceed 120 credit hours or the sum of \$1,800.00 for any calendar year. Payment shall be made no later than December 15 of each year after proper certification has been presented to the Township Business Administrator setting forth the number of credit hours successfully completed or accepted for the conferring of a degree in Police Science, Law Enforcement, Public Safety or Criminal Justice.

Permanent regular members of the Police Department seeking payment under this Schedule for transfer credits must be matriculated in one of the aforementioned programs and must have the transfer credits recognized by an institution of higher learning offering a degree in one of the aforementioned courses of study.

By way of example of the operation of the foregoing, a permanent regular member of the Police Department who has achieved an Associate

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