

0479

Oct 26

THIS DOES NOT
CIRCULATE

A G R E E M E N T

BETWEEN:

THE BOROUGH OF HAWORTH

and

Burgess County

P.B.A. LOCAL 83
(HAWORTH UNIT)

for

January 1, 1980 to December 31, 1981

LIBRARY
1980
RUTGERS UNIVERSITY

Certified to be a true copy of Agreement on File.

Virginia M. Michel
Virginia M. Michel
Clerk-Administrator

A G R E E M E N T

THIS AGREEMENT, made this *11th* day of *December*, 1979, after negotiations carried out under the provisions of R.S.34:13A,

By and Between:

The BOROUGH OF HAWORTH, herein "Borough";

and

P.B.A. LOCAL 83 (HAWORTH UNIT), herein "PBA".

1. The Borough recognizes PBA as the bargaining representative for all members of the Haworth Police Department in the ranks of Patrolman, Sergeant, Lieutenant and Captain. Any other rank now existing or which may hereafter be created shall not be covered by the terms and conditions of this Agreement, nor shall they be considered part of the unit.

2. Each provision of this writing shall be construed as intended to be independent and severable by the parties.

3. A bulletin board may be placed by the PBA for its use at a convenient and obvious location in the department offices. The Chief of Police shall have reasonable control of:

- a. The location.
- b. Postings deemed detrimental to the operations of the Police Department.

4. Grievance procedures shall be as follows:

a. A grievance as defined by R.S.34:13A et. seq. must be submitted to an officer's supervisor, in writing, within 5 calendar days of its inception. The supervisor shall answer the grievance in writing to the officer within 5 calendar days after receipt.

b. Review may be sought by the officer by submitting the grievance in writing to the Chief of Police within 5 calendar days of receipt of his supervisor's answer under a. above.

c. The Chief of Police shall determine departmental action on the grievance within 5 calendar days of the receipt of the same under b. by a writing submitted to the officer and the PBA. In the case of a prolonged absence by the Chief of Police, then the Police Commissioner shall act in place of the Chief.

d. Review of the department's action may be obtained by a written request to the Chief that the grievance be determined by the Mayor and Council. This written request shall be delivered to the Chief within 5 days of the receipt of the Chief's determination. The Chief shall then file the entire record with the Mayor and Council by delivery to the Borough Clerk within 2 days of receipt of the request. The governing body may make its determination based upon: the existing record, the record of a hearing before them, or the record of a Police Committee hearing. The Mayor and Council shall render a decision within 30 days of the receipt of the grievance. Lack of a decision within the 30 days shall be an acceptance of the departmental determination.

e. An officer may refer the matter to the Public Employment Relations Commission within 30 calendar days after the Mayor and Council's determination for arbitration. The arbitrator shall be selected in accordance with the rules of the Commission, and the expense of the arbitrator shall be borne equally by the parties, to the grievance. Each party shall bear the expense of producing his evidence. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. He may not modify or alter this Agreement. The decision of the arbitrator shall be final and binding. No arbitration hearing shall commence until 30 days have passed after the determination by the Mayor and Council.

f. The time limits herein shall be mandatory. Any grievance not initiated within the time limit specified shall be deemed waived. Any grievance not submitted to the succeeding step in these procedures within the time limit shall be deemed concluded, and the determination final and binding. The parties may, by a signed writing, reduce or extend any time limit. Failure to make a timely determination shall be deemed a denial of the grievance or an affirmation of the last determination.

5. The base annual salaries for the years 1980 and 1981 are set forth in Appendix "A".

6. a. The normal work days shall be 8 hours, which shall include appropriate meal and rest periods. 40 hours per week shall be the normal work week.

b. Work in excess of an officer's regularly scheduled basic work week is overtime. Overtime shall be paid overtime compensation and shall be paid at the time and one-half rate.

c. In all cases when an employee is called back to work after having completed a tour of duty, he shall be paid overtime compensation for the additional time worked. The minimum compensation under this paragraph shall be a sum equal to 2 hours of regular hourly wage during the term of this contract.

7. An officers hourly rate of pay shall be the dividend of his base annual wage divided by 2080.

8. Each officer shall receive 12 holidays annually. Compensation for the 12 days shall be as follows:

a. for each of 8 days an officer shall be paid his current daily rate as part of his regular biweekly pay.

b. for 4 days an officer shall be given time off at times that are compatible with scheduling limitations.

9. Education Incentives:

a. With prior approval from the Police Committee of attendance at college level courses related to Police Science the Borough will pay \$10.00 per credit to a maximum of 6 credits (\$60.00) per year upon completion.

b. The Borough will pay \$200.00 annually to officers who obtain an Associate Degree in Police Science, or a related field.

c. The Borough will pay \$400.00 annually to officers who obtain a Bachelor of Arts or Science in Police Science or a related field.

d. No payment shall be made because of a degree obtained prior to January 1, 1978.

10. In all cases when an officer may be subject to disciplinary action as a result of his performance in the line of duty, he shall be advised and have the right to consult with an attorney or anyone else prior to being questioned by his superior.

11. This Agreement is subject to applicable State and Federal law.

12. Clothing Supply and Maintenance.

a. Every officer shall be supplied with all uniforms and equipment which may be required. Any item of uniform or equipment which may require replacement shall be replaced at the expense of the Borough. All costs incurred as a result of this paragraph shall be the sole obligation of the Borough, when first approved by the Chief of Police or his designee.

b. Each officer shall be paid an annual uniform maintenance allowance. The amount for 1980 shall be \$75.00 and for 1981, \$100.00. The total amount in each year shall be paid in 1 check before March 31.

13. Telephone Allowance. The prior agreement for a telephone allowance is by this agreement terminated as of January 1, 1980.

14. Off-Duty Police Action. Since all officers are presumed to be subject to duty 24 hours per day any action taken by an officer while off-duty, which would have been taken by an officer on active duty, because of a clear and present danger to life or property, including first aid, shall entitle him to all the rights and benefits of an officer on active duty.

15. Longevity.

a. Each officer shall receive a longevity payment representing 1% of his base annual salary after 4 years of completed service. Thereafter (after the fourth year) each employee shall be paid an additional $\frac{1}{4}\%$ for each year of completed service to a maximum of $6\frac{1}{2}\%$ for 1980. The maximum shall be 7% for 1981. All longevity payments shall be paid as part of the employee's regular pay.

b. All creditable service time as an employee of the Borough of Haworth shall be used in longevity computation. Effective January 1 of each year, each officer shall be entitled to the maximum longevity benefit based on his total service.

16. Sick Leave:

a. Each officer shall be entitled to 15 days of sick leave per year. Unused sick days shall continue to accumulate from year to year. There shall be no limit to such accumulation.

b. Upon retirement pursuant to the New Jersey Police and Fire Pension Laws an officer shall be paid cash for half of all his accumulated and unused sick time to a maximum of 90 days for 1980 and 100 days for 1981 as a terminal leave benefit payable at the time of retirement.

17. Each officer shall be entitled to annual vacation leave as set forth in Appendix "B".

18. PBA Business:

a. The Borough agrees to grant the necessary time off without loss of pay to 1 member of the PBA duly designated as a State Delegate to attend the regular monthly meeting of the State PBA.

b. The Borough agrees to grant the necessary time off without loss of pay to the 1 member of the PBA selected by the membership as delegate to attend the annual regular State and County Convention of the New Jersey Policemen's Benevolent Association.

c. The PBA shall notify the Borough in writing of the name of the Delegate at least 45 days prior to attendance at any such meeting or convention.

d. If the delegate is not scheduled to work when a meeting or convention is held, he shall not be entitled to any additional compensation for his attendance.

19. Management Rights. a. The Borough retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the constitutions and laws of New Jersey and the United States, including:

i. Executive management and administrative control of the Haworth Police Department, its property and facilities and the activities of its officers.

ii. To hire all officers and other employees and subject to law to determine the qualifications and conditions for continued employment and service, their assignment and reassignment and to promote and transfer.

iii. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

b. Nothing herein shall be construed to deny or restrict the Borough in its rights, responsibilities and authority under R.S.40 and R.S.40A or any other Federal or State law.

20. Insurance. a. The Borough will provide insurance coverage under this Agreement, protecting all officers in the event of a civil suit arising out of the performance of their duties, including but not limited to the following: False arrest, libel, malicious prosecution, slander, defamation of character, violation of a right to privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

b. The Borough reserves the right to change carriers so long as no less coverage is provided.

c. The current medical insurance program (medical, major medical and Rider J) shall be continued during the term of this Agreement.

d. Each officer who retires shall have the option of continuing such insurances at his expense. The Borough shall cooperate with said retiree in obtaining and maintaining the preferred group premium rate.

21. Personal Days: a. Each officer shall receive personal days. Personal days are days off from work to attend to personal business with the approval of the Chief of Police. When an officer wishes to take a personal day, he shall give at least 30 days written notice to the Chief of Police. The Chief may waive the 30 day notice requirement.

b. 2 personal days shall be available to each officer during the year 1980 and 3 days during 1981.

22. The term of this Argeeement shall be from January 1, 1980 through December 31, 1981. If a successor Agreement is not executed by December 31, 1981, then this Agreement shall continue in full force and effect until a successor Agreement is executed, after negotiations controlled by the PERC statute and applicable rules.

IN WITNESS WHEREOF the parties have caused the signatures of their duly authorized offers to be affixed the day first above written.

BOROUGH OF HAWORTH

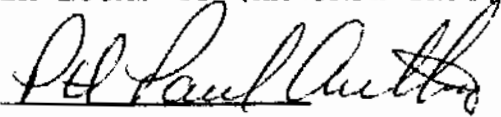
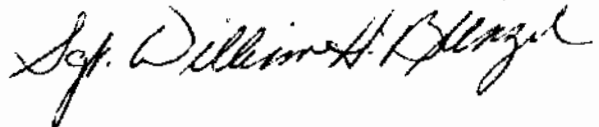
Attest:


Virginia M. Michel, Clerk

By: 
John Johl, Mayor

PBA LOCAL 83 (HAWORTH UNIT)

Attest:

By: 


APPENDIX "A"

Salaries for 1980 and 1981 shall be established as follows:

	Effective January 1, 1980	Effective January 1, 1981
Patrolman - During 1st year	\$ 12,750.00	\$ 13,750.00
During 2nd year	14,428.00	15,430.00
During 3rd year	16,750.00	17,750.00
During 4th year and thereafter	19,000.00	20,520.00
Sergeant	20,446.00	22,082.00
Lieutenant	21,139.00	22,830.00
Captain	22,340.00	24,127.00

APPENDIX "B"

VACATION

YEARS OF SERVICE

VACATION ALLOWANCE

0-1 Year - - - - - One Day for Each Month in Service
Over One Year- - - - - Ten (10) Working Days
Over Five Years- - - - - Fifteen (15) Working Days
Over Ten Years - - - - - Fifteen (15) Working Days
Plus One (1) Day for Each Com-
pleted Year Over Ten (10) Years.
Over Fifteen Years - - - - - Twenty (20) Working Days
Over Twenty Years- - - - - Twenty-Five (25) Working Days