

3-0086

16-07

A G R E E M E N T

THIS AGREEMENT, made the 28th day of ~~January~~ February 1972, by and between:

TOWNSHIP OF PASSAIC, in the County of Morris, a municipal corporation of the State of New Jersey,

Party of the first part, hereinafter designated as Public Employer;

and

PASSAIC TOWNSHIP POLICEMEN'S ASSOCIATION, represented by Jerald Diamond, Fred Parella, Donald Van Tassel and E. Alfred Ragucci, all of the Passaic Township Police Department,

Party of the second part, hereinafter designated as Public Employees;

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Chapter 303 of the laws of 1968 of the State of New Jersey, the aforesaid Public Employees did submit their demands on salary and certain working conditions after formation of a Public Employees Bargaining Unit; and

WHEREAS, the Public Employer and Public Employees did negotiate on salary and certain other working conditions for the term January 1, 1972, to and including December 31, 1972, and come to agreement thereon;

NOW, THEREFORE, in consideration of the services of the Public Employees rendered to the Public Employer and the mutual covenants hereof, it is agreed as follows:

Section 1. Term. The term of this agreement shall be for the period January 1, 1972, to December 31, 1972, inclusive, only.

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Section 2. Applicability. The provisions of this agreement shall apply only to full-time Passaic Township Police, Patrolmen and Sergeants.

Section 3. Recognition. The Public Employer recognizes the Passaic Township Policemen's Association as the exclusive collective bargaining representative for the Public Employees referred to in Section 2 hereof, and both parties to this agreement agree that the negotiations have been conducted in good faith regarding grievances and terms and conditions of employment.

Section 4. Salaries. Patrolmen and sergeants shall receive salaries during the period of this contract, commencing on January 1, 1972, in accordance with the following schedule:

<u>RANK</u>	<u>AMOUNT</u>
Sergeant,	
Class 1	\$ 11,630.00
Class 2	11,520.00
Class 3	11,410.00
Patrolman, Grade I	
Class 1	11,080.00
Class 2	10,890.00
Class 3	10,710.00
Patrolman, Grade II	
Class 1	10,530.00
Class 2	10,350.00
Class 3	10,160.00
Patrolman, Grade III	
Class 1	10,090.00
Class 2	9,810.00
Class 3	9,630.00
Patrolman, Grade IV	
Class 1	9,440.00
Class 2	9,260.00
Class 3	9,080.00
Probationary Patrolman	8,860.00

Section 5. Pay Period. All pay periods shall be in accordance with the Public Employer's payroll procedure for all Township employees. Should the pay period fall on a holiday, the pay period shall be in accordance with Township procedure for all Township employees.

Section 6. Longevity Increment. An increment in addition to the base salary shall be paid for time of service as follows:

<u>Service Period</u>	<u>Increment</u>
0 - 3 years	none
4 years	2%
8 years	4%
12 years	6%
16 years	8%
20 years and over	10%

Such additional compensation shall be based upon the annual salary of each Public Employee. No Public Employee who works less than an average of thirty-five (35) hours per week in any one year shall be eligible for said additional compensation. Any Public Employee who shall reach one of the longevity periods of service during any calendar year shall receive the additional compensation for that entire year. Any interruption of service shall not affect the computation of years of service and all employment periods shall be used in making said computation. Any interruption of service due to a cause beyond control of the Public Employee, such as military service, injury or illness, shall be considered as service for the purpose of determining the compensation of said longevity periods. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments.

Section 7. Vacations. (a) A Public Employee shall be entitled to vacation based upon the following:

1. During the first year of employment by Public Employer, five (5) days of vacation, provided the Public Employee has worked for seven (7) months prior to July 1 of said year.
2. Upon the completion of one (1) year and to less than four (4) years of employment by the Public Employer, ten (10) days.
3. Upon the completion of four (4) years and to less than nine (9) years of employment by the Public Employer, twelve (12) days.

4. Upon the completion of nine (9) years and to less than sixteen (16) years of employment by the Public Employer, fifteen (15) days.

5. Upon the completion of sixteen (16) years of employment by the Public Employer or more, twenty (20) days.

(b) Employees shall receive pay for vacation on the basis of regular salary for the period involved.

(c) Vacation benefits shall not accrue or be accumulated beyond the year of entitlement and shall lapse if not taken during the year of entitlement or some other agreement approved by the Township Committee of the Township of Passaic.

(d) All Public Employees shall be entitled to vacation pay due them on separation in accordance with the established policy covering all municipal employees, as specified by resolution of the Township Committee now in effect or as amended from time to time.

Section 8. Funeral Attendance Leave. When a death occurs in a Public Employee's immediate family, he shall be permitted to take personal time off without loss of pay for all his regularly scheduled hours of work as follows:

(a) When the decedent is a parent, spouse, child, adopted child, mother-in-law or father-in-law, provided said mother-in-law or father-in-law reside with the Public Employee, he shall be permitted to take personal time off without loss of pay for all his regularly scheduled hours of work occurring between the day of death and day after the funeral (both days inclusive) up to a maximum of four (4) days.

(b) When the decedent is a brother or sister, or whenever the decedent is a legal or blood relative of the Public Employee who was living with the Public Employee as an immediate member of his household at the time of death, he shall be permitted to take personal time off without loss of pay for all his

regularly scheduled hours of work occurring between the day of death and day of the funeral (both days inclusive) up to a maximum of two (2) days.

(c) When the decedent is a mother-in-law, father-in-law, brother-in-law or sister-in-law of the Public Employee, he shall be permitted to have personal time off without loss of pay for all his regularly scheduled hours of work on the day of the funeral.

Section 9. Clothing Allowance. A clothing allowance of One Hundred Fifty Dollars (\$150.00) per man shall be allowed for the contract term. In addition, a request for payment to the Public Employer for extraordinary repairs to clothing, shoes, arms and furnishings may be made on voucher. Extraordinary repairs are those repairs necessitated by abnormal or unusual damage sustained by the Public Employee to his police clothing, shoes, arms and furnishings while performing police duties. The Public Employer shall reimburse the Public Employee for such extraordinary repairs. The clothing allowance and/or reimbursement for extraordinary repairs referred to herein shall be paid upon submission of a voucher in accordance with established procedure.

Section 10. Overtime Compensation. Public Employees subject to this agreement shall be compensated for overtime at straight-time pay. A Public Employee shall have the option to receive, in lieu of cash, compensatory time off. The compensatory time off may be accumulated up to three (3) days at any one time. The accumulated days off must be used by December 15 of the contract year.

Section 11. Work Period and Schedule. All Public Employees covered by this contract shall work forty (40) hours per week on a schedule to be established by the Chief of Police. Police Department policy, and in the absence thereof, the Chief of the Department, shall set all work schedules and shifts.

Section 12. Hospitalization. The Public Employer shall maintain all present hospital and medical insurance programs in effect, specifically, the New Jersey State Division of Pensions State Health Benefits Program.

Section 13. Occupational Insurance. The Public Employer shall obtain standard insurance for false arrest, malicious prosecution and liability for acts and omissions within the scope of police employment in amounts and from insurance companies considered appropriate by the Township Committee and Public Employees.

Section 14. Court Attendance. Public Employees not otherwise performing police duties who are required to attend court shall be entitled to receive, and Public Employer shall pay, compensation in accordance with the following schedule:

(a) Attendance at any Superior or County Court proceedings or at any Grand Jury proceedings, regular pay for each hour of time involved or compensatory time off in accordance with the provisions of Section 10 hereof.

(b) Attendance at municipal court proceedings, Five Dollars (\$5.00) for time involved up to 10:00 p.m., and an additional Five Dollars (\$5.00) for any time involved after 10:00 p.m.

Section 15. Holidays and Personnel Absence. All full-time Public Employees shall be entitled to eleven (11) holidays, as follows:

New Years Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Election Day
Thanksgiving Day
Day following Thanksgiving Day
Christmas Day

In addition to the above-listed holidays, each Public Employee who has notified the Chief of Police in advance shall be entitled to remain absent from normally scheduled police duties on two (2) days of his own selection, with pay.

Section 16. Reimbursement for Expenses. Each Public Employee shall be reimbursed or afforded expense funds in accordance with the schedule hereinafter set forth for all expenditures not otherwise compensable by the Public Employer, incurred by the Public Employee for job-related functions. A function shall be job related if it occurs during or results from the performance of police duties and is not otherwise compensated. The following schedule controls where applicable:

<u>Item</u>	<u>Compensation</u>
Use of personal automobile	10¢ per mile used, plus parking and tolls
Breakfast	\$ 1.50
Lunch	\$ 2.50
Dinner	\$ 4.00

Section 17. Sick Leave. Public Employees shall receive ten (10) days paid sick leave per year after one (1) year of service. Public Employees with less than one (1) year of service shall receive one (1) day of sick leave per month from the day of regular employment up to and including December 31 of the then current year. Sick leave shall accumulate to a maximum of sixty (60) days.

Section 18. Reimbursement for Education Courses. The Public Employer shall compensate each Public Employee enrolled in a college program, the successful completion of which results in an associate degree. The amount of compensation shall be Fifteen Dollars (\$15.00) for each credit earned, upon receipt of a certificate that the Public Employee has attained a grade of "C" or better. In addition, the Public Employer shall reimburse each Public Employee engaged in such college program for the cost of required books and tuition charges not paid or eligible under other educational aid programs, upon receipt of a certificate that the Public Employee has attained a grade of "C" or better.

Section 19. Term of Employment. The Public Employer agrees that, with the exception of probationary employees, all employment of police, patrolmen and police sergeants shall be in-


determinate and continuous. Discharge, removal or demotion or other disciplinary proceedings shall proceed in accordance with R.S. 40A:14-147.

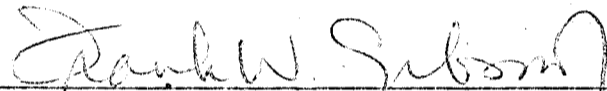
Section 20. Term of Contract. This contract shall be for a term of one year, commencing January 1, 1972, and all rights, duties and obligations created hereunder shall be retro-active to that date. The contract shall terminate on December 31, 1972, and the parties hereto shall commence negotiations for the 1973 contract on or before November 1, 1972.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and the corporate seal to be hereto af-fixed on the day and year first above written.

TOWNSHIP OF PASSAIC


Attest:

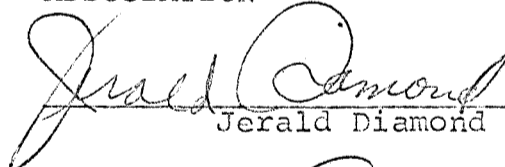

F. J. Rossi, Clerk/Administrator


Frank W. Gibson, Jr., Mayor

PASSAIC TOWNSHIP POLICEMEN'S
ASSOCIATION

Signed, Sealed and
Delivered in the
Presence of




Jerald Diamond


Fred Parella


Donald Van Tassel


E. Alfred Ragucci

STATE OF NEW JERSEY)
 : ss
COUNTY OF MORRIS)

BE IT REMEMBERED on this 28th day of February 1972, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared F. J. ROSSI who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Clerk/Administrator of the Township of Passaic, the municipal corporation named in the within instrument; that FRANK W. GIBSON, JR., is the Mayor of said municipal corporation; that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the Township Committee of said municipal corporation; that deponent well knows the corporate seal of said municipal corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said Mayor as and for the voluntary act and deed of said municipal corporation, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

F. J. Rossi

F. J. Rossi


Sworn to and subscribed
before me the date
aforesaid.

Marie Covino

Notary Public of New Jersey

STATE OF NEW JERSEY)
 : SS
COUNTY OF MORRIS)

BE IT REMEMBERED that on the 28 day of FEBRUARY, 1972, before me, the subscriber, an ^{attorney at law} ~~Notary Public~~ of the State of New Jersey, personally appeared JERALD DIAMOND, FRED PARELLA, DONALD VAN TASSEL and E. ALFRED RAGUCCI who, I am satisfied, are the persons named in and who executed the within instrument on behalf of the PASSAIC TOWNSHIP POLICEMEN'S ASSOCIATION, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

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