

3-0186

STORAGE

ESSEX

07-17

CITY COUNCIL

11/178-12/31/80

City of Orange, New Jersey

THIS DOES NOT CIRCULATE

RESOLUTION

Date August 1, 1978

Number R 239-78

ESSEX

TITLE: A RESOLUTION AUTHORIZING RATIFICATION OF THE COLLECTIVE BARGAINING CONTRACT BETWEEN THE CITY OF ORANGE AND THE POLICEMEN'S BENEVOLENT ASSOCIATION (LOCAL NO. 89)

WHEREAS, the City of Orange and the Policemen's Benevolent Association (Local No. 89) have reached an agreement as to wages and benefits for Uniformed Policeman for the period January 1, 1978 through December 31, 1980.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that the Contract negotiated between the City of Orange and the Policemen's Benevolent Association (Local No. 89) is hereby ratified and approved.

Adopted: August 1, 1978

Felix De Feo City Clerk

James J. Brown Council President

LIBRARY Institute of Management and Labor Relations OCT 18 1979 RUTGERS UNIVERSITY

AGREEMENT

between

THE CITY OF ORANGE, NEW JERSEY

and

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 89

January 1, 1978 - December 31, 1980

I N D E X

Access to Personnel Files	XXXI	41
Bereavement Leave	XIV	20
Bulletin Boards	XXV	35
Clothing Allowance	XVIII	24
Collective Bargaining Procedure	II	3
Conducting Union Business	III	5
Court Time	XI	17
Discharge or Suspension	XXI	28
Discrimination and Coercion	IV	7
False Arrest and Liability Insurance	XIX	25
Grievance Procedure	XXII	29
Holidays	XV	21
Hospital, Medical	XVI	22
Hours	IX	15
Insurance	XVII	23
Joint P.B.A.-Management Committee	XXVII	37
Longevity	XXIV	34
Management of City Affairs	VIII	14
Military Clause	XXX	41
Miscellaneous	XXXIII	44
Mutual Aid	XXIX	40
Outside Employment	VI	12
Overtime	X	16
Pay Treatment for Extended Illness	V	8

Personal Days	XIII	19
Recognition and Scope of Agreement	I	2
Reimbursement for Expenses	XXVI	36
Rules and Regulations	XXVIII	39
Savings Clause	XXXII	43
Seniority	XX	26
Term of Agreement	XXXIV	48
Union Security	VII	13
Vacation	XII	18
Wages	XXIII	33

A G R E E M E N T

This agreement made and entered on this day of
 , 1978, by and between the City of Orange, a municipality
in the County of Essex, State of New Jersey, hereinafter
referred to as the "City" and New Jersey State Policemen's
Benevolent Association, Inc., Orange Local No. 89, hereinafter
referred to as the "P.B.A."

WHEREAS, the parties hereto have carried on collective
negotiations for the purpose of developing and concluding a
general agreement covering wages, hours of work, and other
conditions of employment in order that more efficient and
beneficial public service may be rendered;

NOW, THEREFORE, in consideration of these promises and
mutual agreements herein contained, the parties hereto agree
with each other with respect to the employees of the City
recognized as being represented by the P.B.A. as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.

The City hereby recognizes the P.B.A. as the sole and exclusive representative of all employees in the bargaining unit defined in Article I, Section 2. herein for the purpose of collective bargaining and all activities and processes relative thereto.

Section 2.

The bargaining unit shall consist of all sworn employees or members of the Police Department of the City of Orange, New Jersey, now employed or hereafter employed, except the Chief of Police.

Section 3.

The City and the P.B.A. hereby agree that the P.B.A. has the right to negotiate the rates of pay, number of hours of work, fringe benefits, working conditions, safety equipment, procedures for adjustment of disputes and grievances, and all other related matters.

Section 4.

The City agrees not to enter into any other agreement or contract with any employee or group of employees or any other organization which in any way conflicts with the terms of this Agreement. Provisions of this section shall not apply to the P.B.A.

Section 5.

This Agreement shall be binding upon the parties hereto and their successors.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 1.

Collective bargaining with respect to rates of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Director of Police or his designee, and the President of the P.B.A. or his designee, shall be the respective bargaining agents for the parties.

Section 2.

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3.

Employees who may be designated by the P.B.A. to participate in collective bargaining meetings called for the purpose of negotiation of a collective bargaining agreement will be excused from their work assignments without loss of pay.

Section 4.

Not more than five (5) additional representatives of each party shall participate in the collective bargaining meetings. Representative members of the P.B.A., in addition to the President, shall include three superior officers, one of which shall be the President of the Superior Officers Association, and two (2) patrolmen, exclusive of counsel.

Section 5.

Where not otherwise provided in this Agreement, the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-1.1 et seq. shall apply.

ARTICLE III

CONDUCTING UNION BUSINESS

Section 1.

The City shall permit members of the Union Grievance Committee, consisting of four (4) members of the P.B.A., one of which shall be the President of the Superior Officers Association, to conduct the business of the Committee which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

Section 2.

The City shall permit members of the P.B.A. Negotiating Committee to attend collective bargaining meetings during the duty hours of the members without loss of pay.

Section 3.

Leave of absence with pay to attend and serve as delegates to conventions of the Association shall be granted to four (4) members of the P.B.A. during the calendar year, with the extent of leave limited to five (5) days per delegate. Additional delegates may attend with the approval of the Director of Police. Application for leave shall be made in writing

to the Director of Police or his designee not less than two (2) weeks in advance with the names of representatives attending.

Section 4.

The City shall grant time off without loss of pay to the President of the P.B.A. and Legislative delegate to the New Jersey State Policemen's Benevolent Association or their designees to attend regularly scheduled meetings of the New Jersey State Policemen's Benevolent Association, the Essex County Conference of Local P.B.A.'s, and the Orange P.B.A. and to conduct other P.B.A. business and attend other P.B.A. functions which require their attention, provided 48 hours advance written notice is given to the Director of Police for same.

Section 5.

P.B.A. official or designee shall be granted time off without loss of pay and shall be supplied with the use of an Orange police vehicle to attend, in an official capacity as representative of the Orange P.B.A. Local No. 89 Inc., funerals for police officers who have given their lives in the course of their duties as police officers within the State of New Jersey. P.B.A. officials shall be allowed to attend funerals for police officers outside of New Jersey by obtaining the permission of the Director of Police.

Section 6.

The President of the P.B.A. shall have a permanent day shift schedule so as to insure his immediate availability to attend to the problems which may arise from time to time in the conduct of police department business.

ARTICLE IV

DISCRIMINATION AND COERCION

Section 1.

There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the P.B.A. or against the employees represented by the P.B.A. because of membership or activity in the P.B.A. There shall be no discrimination or coercion by the P.B.A. or any of their agents against any employees covered by this Agreement because of membership or non-membership in the P.B.A. Nor shall the Employer discriminate or assist any other labor or police organization which in any way affects the Association's rights as certified representative for the period during which the P.B.A. remains the certified representative of the employees. Neither the Employer nor the P.B.A. shall discriminate against any employee because of race, creed, color, age, sex, or national origin. The City will cooperate with the P.B.A. with respect to all reasonable requests concerning the P.B.A.'s responsibilities as certified representative.

ARTICLE V

PAYMENT FOR SICK LEAVE

Section 1.

A. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill requiring the care of attendance of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease a certificate from the Department of Health shall be required.

B. The City agrees to pay employees at their regular rate of pay during such absences for a maximum period of one year from the onset of any illness or injury or recurrence thereof; provided such employee is incapable of performing his duties as a police officer and that such disability is established by a police surgeon. The amount of leave shall be within the discretion of the Director of Police not exceeding one (1) year in accordance with State statute. However, for any lesser period of time said Director shall not withhold the grant of such leave arbitrarily, unreasonably or capriciously.

Section 2. Sick Leave Accumulation

Each employee shall be entitled to accumulate sick leave with pay of not less than one (1) working day for each month

of service during the remainder of the first calendar year of service following permanent appointment and fifteen (15) working days in every calendar year thereafter.

Section 3.

If any employee requires none or only a portion of such allowable Sick Leave for any calendar year, the amount of unutilized leave shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed. In the event an employee shall be absent from duty because of an injury or illness or recuperation therefrom which arises out of employment with the City, such absences shall not be deducted from the employee's accumulated sick leave. Employees shall be entitled to compensation for said accumulated sick leave of absence upon retirement from the employment of the City of Orange subject to the limitations set forth in Section 5. of this Article. Accumulation of allowable sick leave shall only be provided to an employee who shall retire from employment with the City of Orange.

Section 4.

In the event an employee's sick leave exceeds three (3) consecutive working days, a police surgeon's certificate must be filed with the Chief of Police on the day the officer returns to duty.

Section 5. Terminal Leave

Upon retirement, if an employee has accumulated sick leave to his credit, said employee shall receive compensation at the rate of pay in effect at the date of retirement according to the following formula:

Amt. of Accumulated Sick Leave

Compensation

1 through 120 days

1 day's pay for each day of accumulated sick leave

121 days or more

1 day's pay for each day of accumulated sick leave to 120 days plus 20% of a day's pay for each day of accumulated sick leave in excess of 120 days

B. During the 12 month period following the execution of this Agreement, in the order of seniority, each Employee shall meet and confer with the City's Personnel Director or his designee, a representative of the Department and a representative of the P.B.A. to determine the amount of accumulated sick leave. Said conference shall be scheduled at the convenience of the City. Job-connected injuries and recurrences therefrom shall not be deducted from the accumulated sick time. In the event that an employee objects to the amount of accumulated sick leave credited to his account, the P.B.A. may file a grievance in accordance with Article XXII and shall bear the burden of proof in establishing that amount of leave sought to be deducted from his accumulated sick leave was job-connected.

C. During the month of January of each calendar year, the employer shall furnish written notification to each employee and the P.B.A. as to the amount of accumulated sick leave credited to each employee as of December 31 of the preceding calendar year.

Any disputes or objections concerning the amount of accumulated sick leave stated in the employer's notification shall be adjusted in accordance with the above paragraph B.

ARTICLE VI

OUTSIDE EMPLOYMENT

Section 1.

A. All outside employment of Orange Police Officers during their off-duty hours will be administered by the P.B.A. President or his designee and the Director of Police or his designee. Employees engaged in outside employment which was approved by the Orange Police Department prior to January 1, 1978 shall be fully covered by the City's Worker's Compensation, Insurance, Liability Insurance and Pension as provided by State Law.

B. Employees engaged in outside employment which was approved by the Orange Police Department on or after January 1, 1978, shall not be covered by Worker's Compensation Insurance, Liability Insurance and Pension unless the outside employer provides said coverage.

C. The restrictions stated in paragraph B of this Section shall not be applicable to employment by non-profit organizations duly incorporated as such under New Jersey law.

ARTICLE VII

UNION SECURITY

The City agrees to deduct monthly Association membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the City and the Association and consistent with applicable law. The amounts to be deducted shall be certified to the City by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted bi-weekly to the Treasurer of the P.B.A.

Any written designation by an employee covered by this Agreement to terminate dues deductions must be received in writing by the City and the Association, and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which such notice of withdrawal is filed, in accordance with the requirements of N.J.S. 52:14-15.9(e).

ARTICLE VIII

MANAGEMENT OF CITY AFFAIRS

The P.B.A. recognizes that areas of responsibility must be reserved to the City to serve the City effectively, therefore, the rights to manage the affairs of the City and to direct the working forces in operation of the City, subject to the limitations of this Agreement, is retained by the City exclusively.

ARTICLE IX

HOURS

Section 1.

The normal tour period work day shall consist of not more than eight consecutive hours in a 24-hour period. Such period shall commence at 12:00 a.m. and end at 11:59 p.m. The establishment of non-tour of duty is permitted provided same is voluntary and personnel need not accept the assignment except on a voluntary basis.

Section 2.

All dispatchers, desk officers, shift commanders, radio car patrol and foot patrol on all shifts shall work tours of four (4) consecutive days followed by two (2) days off. All other men shall work a regular five (5) day week, or in accordance with the practice in effect as of this date.

Section 3.

The utilization of two-man patrol cars will be determined by the department and will be committed on an as-needed basis.

Section 4.

Each employee assigned to the Patrol Division shall be required to attend no more than sixteen (16) hours of training time per year without any additional compensation subject to the following conditions. No training session shall exceed four (4) hours duration and no more than two (2) such training sessions shall be conducted during any calendar quarter. The Employer agrees

to offer each training session on no less than two (2) different days during two (2) different time periods. Training sessions shall not be conducted on Saturdays or Sundays nor shall an employee be required to attend any training during his scheduled vacation.

ARTICLE X

OVERTIME

Section 1.

During 1978, if an employee is required to work on his day off, time off, vacation day or in excess of eight (8) hours in any daily period, he shall be paid for all such time worked at his regular straight time pay.

Section 2.

Commencing January 1, 1979, if an employee is required to work on his day off, time off, vacation day or in excess of eight (8) hours in any daily period, he shall be paid for all such time worked at the rate of one and one-half (1-1/2) times his regular hourly rate of pay.

Section 3.

If an employee is required to work in excess of his scheduled eight (8) hour tour of duty, no additional compensation shall be given for the fifteen (15) minute period immediately following the tour. If an employee is required to work in excess of eight (8) hours and fifteen (15) minutes consecutively, the overtime payment (i.e., straight time in 1978 and time and one-half in 1979 and 1980) shall be calculated from the first minute following the completion of the employee's tour of duty.

Section 4.

If an employee is required to work on his day off, time off or vacation day he shall be paid the greater of one (1) hour or all time worked at the appropriate rates as provided in Sections 1. and 2. hereof.

Section 5.

A. Commencing with the execution date of this Agreement, it is agreed that employees shall be required to report for duty fifteen (15) minutes prior to the employee's scheduled commencement of his tour of duty without any additional compensation. However, no employee shall be deployed during this fifteen (15) minute period except during a bona fide emergency.

B. The fifteen minute pre-shift reporting time period noted in Section 5. of this Article shall only be applicable to officers assigned to the Patrol Division and not to employees assigned to the five and two (5-2) work schedule.

ARTICLE XI

COURT TIME

Section 1.

If an employee is required to appear in the Orange municipal court in connection with his duties in the Department on his day off, time off, or vacation day, he shall be paid at his regular straight time rate of pay for all time spent in connection with any such appearance.

Section 2.

During 1978, if an employee is required to appear in any court (other than Orange municipal court) or in any judicial or quasi-judicial proceeding in connection with his duties in the Department on his day off, time off, or vacation day, he shall be paid at his regular straight time rate of pay for all time spent, including travel time from and to Orange Police Headquarters as per existing departmental regulations, in connection with any such appearance.

Section 3.

Commencing January 1, 1979, if an employee is required to appear in any court (other than Orange municipal court) or in any judicial or quasi-judicial proceeding in connection with his duties in the Department on his day off, time off, or vacation day, he shall be paid at the rate of one and one-half (1-1/2) times his base rate of pay for all time spent, including travel time from and to Orange Police Headquarters as per existing departmental regulations, in connection with any such appearance.

Section 4.

No overtime payments shall be made for any appearance in

connection with any disciplinary or Civil Service proceeding or any civil action unless the employee is required to attend such hearing or proceeding as a witness (except the complaining witness) at the direct order of the Employer but compensation therefor shall be on a minute for minute basis but not to exceed three (3) hours pay at one and one-half (1-1/2) times the employee's hourly rate of pay. The Employer agrees to conduct departmental hearings, if any, at times which are convenient to the employees if practicable.

Section 5.

If an employee is required to utilize a private vehicle to meet the requirements of Sections 2. and 3. of this Article, he shall receive mileage compensation computed at the rate of seventeen (17) cents per mile from and to Orange Police Headquarters.

ARTICLE XII

VACATION

Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

- | | | |
|----|-----------------------|---|
| a) | During the first year | 1-1/4 days per month
of actual service |
| b) | After 1st year | 16 working days |
| c) | After 2nd year | 17 working days |
| d) | After 3rd year | 18 working days |
| e) | After 4th year | 19 working days |
| f) | After 5th year | 20 working days |

ARTICLE XIII

PERSONAL DAYS

Each officer shall be entitled, in addition to the sick days, vacation time, holidays and other leaves provided for herein, three (3) personal days annually. Such personal leave requests may be denied in the event such request would, in the discretion of the Director, cause a manpower shortage. Such personal leave must be consumed in each calendar year of accrual.

ARTICLE XIV

BEREAVEMENT LEAVE

Section 1.

The City agrees that all employees covered by this Agreement shall be permitted bereavement leave with pay not to exceed five (5) calendar days beginning with the date of death of spouses, children, brothers, sisters, mothers, fathers, mother-in-law, father-in-law, or grandparents of employee or spouse.

Section 2.

The P.B.A. agrees that bereavement leave for any relative and/or member of the employee's household other than those designated in Section 1. hereof may be granted by the Director of Police or his designee in his sole discretion.

ARTICLE XV

HOLIDAYS

Section 1.

The following shall be recognized as paid holidays under this Agreement:

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

Section 2.

Holidays will be paid as follows:

Six holidays by the last pay day in June.

Seven holidays on the first pay day in December.

Holiday pay shall be paid in separate checks and not included within the regular paycheck.

ARTICLE XVII

INSURANCE

Section 1.

The City agrees to provide at no expense to the employee a \$4,000 life insurance policy.

Section 2.

The City shall pay an additional \$5,000 benefit to a deceased police officer's family for death resulting from an on-the-job injury. This shall be exclusive of any compensation award proceeds.

Section 3.

In the event of death, the police officer's estate shall receive his earned pay, accumulated sick leave as per Article V, holiday pay, personal days, unutilized vacation time, accrued seniority days, clothing allowance, time owed and any other monetary benefits pro-rated as of the date of death.

ARTICLE XVI

HOSPITAL, MEDICAL, DENTAL

Section 1.

The City agrees to provide at no cost to the employees and their dependants, full Blue Cross and Blue Shield coverage, including Rider J and major medical.

Section 2.

The City agrees to provide to all retired employees and their dependants, Blue Cross and Blue Shield including Rider J benefits.

Section 3.

Effective July 1, 1979, the City agrees to provide at no cost to the employees and their dependents, a pre-paid dental insurance program at a level of benefits to be agreed upon by the City, the P.B.A., and the other municipal employee organizations provided, however, that the total annual cost to the Employer for all City employees during the initial 12 month period of the Program shall not exceed \$50,000 and \$50,000 each 12 month period thereafter.

ARTICLE XVIII

CLOTHING AND MAINTENANCE ALLOWANCE

Section 1.

An annual clothing allowance in the amount of \$250 shall be paid to each employee for the purchase of clothing prior to May 1st of each year.

Section 2.

In addition to the allowance provided for in Section 1. of this article, an annual maintenance allowance of \$100 shall be paid to each employee prior to May 1st of each year commencing in the calendar year 1979.

ARTICLE XIX

FALSE ARREST AND LIABILITY INSURANCE

Section 1.

The City shall provide Police Professional Liability Insurance covering each employee for liability he may incur while acting in the performance of his duties in the limits of \$100,000 to each person, \$300,000 to each incident and \$500,000 in the aggregate. In addition, when a member of the Police Department is made a defendant in any suit or other legal proceedings arising out of police duties, the City will provide the employee with counsel, to defend such suit or legal proceedings and shall reimburse the employee for his out-of-pocket expense.

Section 2.

The City shall, in addition to the above, provide Punitive Damage Insurance covering each employee for any and all liability he may incur while acting in the performance of his duties to be effective no later than January 1, 1979.

ARTICLE XX

SENIORITY

Section 1.

Seniority is defined to mean the accumulated length of service with the Department computed from the last date of hire. Employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for illness or injury.

Section 2.

Assignment of police officers as well as superior officers in the patrol division shall be in accordance with the time served or seniority as police officers in rank. Patrol Division includes shift commanders, radio car patrol, foot patrol, desk officers and radio dispatchers.

Section 3.

Seniority days off per year shall be allowed as follows:

1 - 5 years	2
5 - 10 years	4
10 - 15 years	6
15 - 20 years	8
20 years and over	10

Section 4.

If seniority days are not used in the year earned they shall accumulate.

Section 5.

When a police officer as a result of his seniority is entitled to pick patrol, such assignment shall last for a maximum period of three months. If possible, when a police officer requests a transfer from a special assignment he shall notify the Chief of Police no later than two (2) weeks prior to the date when assignments are picked. If possible, when the City decides to remove the police officer from a special assignment such officer shall be notified of removal two (2) weeks prior to the date when assignments are picked. If an officer from a special assignment is reassigned in the middle of a pick to patrol, he shall be assigned by the Director of Police until a new pick goes into effect.

ARTICLE XXI

DISCHARGE OR SUSPENSION

No employee shall be suspended, disciplined or discharged without just cause. An employee's pay shall not be stopped without a proper hearing. For the purpose of computing the periods of suspension a police officer may use at his option vacation days and time off with the approval of the Director of Police.

ARTICLE XXII
GRIEVANCE PROCEDURE
ARBITRATION

Section 1.

A grievance is a complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expedition and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Step 1. Complaints may be initiated by an individual employee to his immediate superior. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented to the authorized P.B.A. representative.

Section 2.

When the P.B.A. wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

Step 2. The President of the P.B.A. or his duly authorized and designated representative shall present the grievance and the position of the P.B.A. orally or in writing to the Chief of Police or his duly designated representatives. The Chief of Police shall answer the grievance orally or in writing within five (5) working days.

Step 3. If the grievance is not resolved at Step 2. or no answer has been received by the P.B.A. within the time set forth in Step 2., the grievance will be referred to the Director of Police.

The Director of Police shall answer the grievance in writing within seven (7) days after the receipt of the grievance, setting forth the position of the City.

Step 4.

If the grievance is not resolved at Step 3. or no answer has been received by the P.B.A. within the time set forth in Step 3., the grievance will be referred to the Business Administrator or his designee. The Business Administrator or his designee shall answer the grievance in writing within seven (7) days after the receipt of the grievance, setting forth the position of the City.

Step 5. If the grievance is not resolved at Step 4. or no answer has been received by the P.B.A. within the time set forth in Step 4., the grievance may be referred to arbitration in accordance with the following.

Step 6. Arbitration

Within two (2) weeks of the transmittal of the written answer by the Director, if the grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

However, no arbitration hearing shall be scheduled sooner than fourteen (14) days after the final decision is due or rendered by the Director of Police, whichever is sooner, except for emergent grievances. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration, and an employee who elects to proceed to arbitration shall be deemed to have waived his right to proceed under Civil Service Law, Rules and Regulations and Procedures.

Either party may submit their grievance to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who shall have full power to hear and determine the dispute between the parties.

The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties. Only the employer or the Association shall have the right to submit a grievance to arbitration.

Section 3. City Grievances

Grievances initiated by the City shall be filed directly with the P.B.A. A meeting shall be held within ten (10) days after filing a grievance between the representatives of the City and the P.B.A. in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with the provisions of this Article.

Section 4. General Provisions

(a) Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself provided notification of all meetings, steps and grievance answers are given to the Association and the Association is given the opportunity to be present at all steps of the grievance procedure.

(b) The steps provided for herein may be waived by mutual agreement of the parties.

(c) If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

ARTICLE XXIII

WAGES

Section 1.

The salaries to be paid of employees covered by this Agreement are set forth in Schedule A of this Agreement which is attached hereto and made part hereof and shall be effective for the period commencing January 1, 1978 and ending December 31, 1980.

Section 2.

A. Officers and superiors assigned to the Detective Bureau shall receive an additional stipend of \$400 per annum during 1978.

B. Commencing January 1, 1979, officers and superiors assigned to the Detective Division shall receive a stipend of \$600 per annum.

ARTICLE XXIV

LONGEVITY

Each employee covered by this Agreement shall be paid in addition to the rates of pay set forth in Schedule A herein, a longevity increment based upon years of service with the Orange Police Department in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage of Salary</u>
5 - 9	2%
10 - 14	4%
15 - 19	6%
20 and over	8%

ARTICLE XXV

BULLETIN BOARD

The City shall provide a bulletin board, enclosed in glass, in a conspicuous location in the Orange Police Headquarters for the use of the P.B.A. for posting notices concerning P.B.A. business and activities. All such notices shall be posted only upon authority of officially designated P.B.A. representatives.

ARTICLE XXVI

REIMBURSEMENT FOR EXPENSES

Section 1.

Rates

(a) Meals provided for in Section 2. hereof shall be reimbursed by the City at the rate of \$3 per meal;

(b) Mileage - In the event a member of the Department uses his own vehicle for transportation on official assignment, as described in Section 2. hereof, mileage shall be computed at the rate of \$.17 per mile, from and to Orange Police Headquarters.

Section 2.

Terms and conditions of reimbursements

(a) Schools - Employees shall be paid for meals and mileage if not provided, while attending a Police Academy or any other institution that he is ordered or authorized to attend, for training other than the basic police course;

(b) Tolls -All members of the Department shall be compensated for any toll expense incurred while acting in any capacity hereinbefore so defined upon receipt and approval of validated receipt. This shall include receipts for parking fees also, to be certified by a pay voucher and receipts.

(c) All expenses incurred and subject to reimbursement shall be accompanied by a receipt and voucher.

ARTICLE XXVII

JOINT P.B.A.-MANAGEMENT COMMITTEE

A committee consisting of the Director of Police and the P.B.A. shall be established for the purposes of reviewing the administration of this Agreement and to resolve problems that may arise. The committee shall meet the third Wednesday in each of the following months: January, April, August and October as well as any other time the committee considers it necessary and required. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings.

The purpose and intent of such meetings is to foster good employment relations through communications between the City and the P.B.A. on such matters as:

- (a) Discussing questions arising over the interpretation and application of this Agreement;
- (b) Disseminating general information of interest to the parties;
- (c) Giving P.B.A. representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit;
- (d) To notify the P.B.A. of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit;
- (d) The promotion of education and training;

(f) The elimination of waste and the conservation of materials and supplies;

(g) The improvement of working conditions, the safeguarding of health and prevention of hazards to life and properties and strengthening the morale of employees.

ARTICLE XXVIII

RULES AND REGULATIONS

The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the P.B.A. and opportunity for discussion of the new rules and regulations shall be afforded to the P.B.A. before implementing same.

ARTICLE XXIX

MUTUAL AID

Employees who are required to aid another community are fully covered by Workmen's Compensation and liability insurance and pensions as provided by State law.

ARTICLE XXX

MILITARY CLAUSE

All employees covered by this Agreement shall be entitled to all rights under Federal and State statutes pertaining to military service.

ARTICLE XXXI

ACCESS TO PERSONNEL FILES

The City agrees to permit each employee full inspection and examination, without restriction, of his personnel files at least once during each calendar year upon request by the employee. The inspection shall take place in a private place provided by the City at reasonable hours during the day. The City may require that such inspection and examination take place in the presence of the Chief of Police or his designee, and the employee may, at his option, have the President of the P.B.A. or the employee's designee as a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings, or information contained in his personnel file, and nothing shall be added without notification of both parties.

No letter of communication shall be placed in the personnel file of any police officer except on notice to said police officer and only if said police officer is given the opportunity to answer any allegations contained in said letter of communication, which answer shall be affixed to said letter or communication of complaint.

ARTICLE XXXII

SAVINGS CLAUSE

Section 1.

It is understood and agreed that if any provision of the Agreement or the application of the Agreement to any person or circumstance shall be held invalid, the remainder of the Agreement or the application of such provisions to other persons or circumstances shall not be effected thereby.

Section 2.

If any such provisions are still invalid, the City and the P.B.A. will meet for the purpose of negotiation changes made necessary by applicable law.

ARTICLE XXXIII

MISCELLANEOUS

Section 1.

There should be no prohibition against any fund raising functions sponsored by the P.B.A., except as provided by State law or Ordinance.

Section 2.

Retention of Benefits - Definition .

Except as otherwise provided herein, all rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued to be maintained by the employer during the term of this Agreement at not less than the highest standards in effect at the commencement of the negotiations resulting in this Agreement.

Section 3.

Copies of all Ordinances and Resolutions of the City of Orange affecting the Police Department shall be given to the Secretary of the P.B.A., after their proposed consideration by the Council at a public hearing, no less than one (1) week prior to set hearing and copies of Ordinances and Resolutions shall be given to said Secretary after they are passed by the City Council.

Section 4.

The City agrees to make available to the P.B.A., in response to reasonable requests from time to time, all available information

concerning financial resources of the City, including but not limited to annual financial reports and audits, a list of certified police personnel, budgetary requirements and allocations, agenda and minutes of all City public council meetings, census data, names and addresses of all police officers, and such information that shall assist the P.B.A. in developing accurate and formally constructive programs on behalf of the police officers. The City further agrees to make available information which may be necessary for the P.B.A. to process any grievance or complaint except in the case of personal matters in which the release of information shall be made on the basis of legal advice from the City attorney.

Section 5.

All vehicles, equipment and devices furnished members of the Department must be sound and in good working order to assure them adequate protection and safety, preparatory to their using same, and no officer shall use a privately owned vehicle for police activities, and, similarly, neither shall a police vehicle of any kind be used for private or personal business.

Section 6.

All police officers with the City of Orange who hold the rank of Sergeant shall be utilized as supervisors.

Section 7.

The City must grant the request of any member of the Department to exchange hours, duties, time owed or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all members who make this request.

Section 8.

The President of the Superior Officers' Association or his designee shall be granted time off without loss of pay to attend State and County conference meetings, State Legislative meetings and conventions as prescribed to the P.B.A. President with the discretion of the Director of Police.

Section 9..

The President of the Superior Officers' Association shall have the opportunity to pick his shift to make himself available to conduct association business.

Section 10.

The City will adopt an awards program as agreed upon with the P.B.A. It is intended that these awards, by providing for recognition of valorous acts or accomplishments, may promote "esprit de corps" and contribute to improved levels of achievement in the Department.

Section 11.

The City will provide an office for the P.B.A. within the Police Headquarters with discretion of the Director of Police.

Section 12.

The City will provide an office for the Superior Officers' Association with discretion of the Director of Police.

Section 13.

The City will maintain a current promotional list for the ranks of Sergeant, Lieutenant, Captain and Inspector throughout the duration of this Agreement.

ARTICLE XXXIV

TERM OF AGREEMENT

Section 1.

This Agreement shall be effective as of January 1, 1978 and shall remain in force and effect until December 31, 1980.

Section 2.

This Agreement shall remain in full force and effect beyond the date of expiration set forth herein during collective bargaining negotiation between the parties.

Section 3.

Notwithstanding the provisions of Paragraph 1 above, either party shall have the right upon 60 days prior written notice to re-open the Agreement as of July, 1980 for the negotiations of a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date above written.

CITY OF ORANGE

ATTEST:

John A. E. 750

Carmen Klopfer

P.B.A. LOCAL NO. 89, INC.

George Taso

SCHEDULE A

SALARIES

Section 1. Effective retroactively to January 1, 1978, the following salaries shall be fixed and paid as follows:

Inspector	\$22,410
Captain	\$20,410
Lieutenant	\$18,750
Sergeant	\$17,410
Patrolmen	
1st year of service	\$13,350
2nd year of service	\$14,050.
3rd year of service	\$14,700.
4th year of service	\$15,350

Section 2. Effective July 1, 1978, the following salaries shall be fixed and paid as follows:

Inspector	\$22,810
Captain	\$20,810.
Lieutenant	\$19,150.
Sergeant	\$17,810.
Patrolmen	
1st year of service	\$13,750.
2nd year of service	\$14,450.
3rd year of service	\$15,100
4th year of service	\$15,750.

Section 3. Effective January 1, 1979, the salaries for Inspector, Captains, Lieutenants, Sergeants and Patrolmen shall be established as follows:

A. The rates of pay for each rank and grade of patrolmen which are in effect on December 31, 1978 shall be increased by the greater of 5.5% or the percentage increase in the new official Consumer Price Index For Urban Wage Earners and Clerical Worker New York-Northeastern New Jersey (published by the Bureau of Labor Statistics, United States Department of Labor) - 1967 = 100.0 for the period October 1, 1977 through October 1, 1978.

Section 4. Effective January 1, 1980, the salaries for Inspector, Captains, Lieutenants, Sergeants and Patrolmen shall be established as follows:

A. The rates of pay for each rank and grade of patrolmen which are in effect on December 31, 1979 shall be increased by the greater of 5.5% or the percentage increase in the new official Consumer Price Index For Urban Wage Earners and Clerical Worker New York-Northeastern New Jersey (published by the Bureau of Labor Statistics, United States Department of Labor) - 1967 = 100.0 for the period October 1, 1978 through October 1, 1979.