

3-0084

~~16-07~~

14-30

A G R E E M E N T

THIS AGREEMENT, made the 10<sup>th</sup> day of December, 1973, by and between the TOWNSHIP OF PASSAIC, in the County of Morris, a municipal corporation of the State of New Jersey, hereinafter called "TOWNSHIP" and the PASSAIC TOWNSHIP POLICEMEN'S ASSOCIATION, hereinafter called "ASSOCIATION";

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 Association, as public employees, did submit their demands on salary and certain working conditions after the formation of a public employees bargaining unit; and

WHEREAS, the Township, as a public employer, and the Association did negotiate on salary and certain other working conditions for the term January 1, 1973 to and including December 31, 1974, and came to agreement thereon;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Recognition. The parties hereto agree that the municipality is the Township of Passaic in Morris County New Jersey and that the Association is a unit composed of all patrolmen of the Passaic Township Police Department excluding however from the Association the sergeants in said Department and that the Association has been duly certified by the New Jersey Public Employment Relations Commission ("PERC") as the exclusive representative for purposes of collective negotiations with the municipality (Township), 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 2. Term. The term of this Agreement shall be for the period January 1, 1973 to December 31, 1974, inclusive.

Section 3. Applicability. The provisions of this Agreement shall apply only to Passaic Township Police Patrolmen.

Section 4. Salaries. Patrolmen shall receive salaries during the period of this contract, commencing on January 1, 1973, in accordance with the following schedule:

<u>RANK</u>	<u>AMOUNT</u> <u>1973</u>	<u>AMOUNT</u> <u>1974</u>
Patrolman, Grade I		
Class 1	\$11,730.00	\$12,420.00
Class 2	11,530.00	12,210.00
Class 3	11,340.00	12,010.00
Patrolman, Grade II		
Class 1	11,150.00	11,800.00
Class 2	10,960.00	11,600.00
Class 3	10,760.00	11,390.00
Patrolman, Grade III		
Class 1	10,680.00	11,310.00
Class 2	10,390.00	11,000.00
Class 3	10,200.00	10,800.00
Patrolman, Grade IV		
Class 1	9,990.00	10,580.00
Class 2	9,800.00	10,380.00
Class 3	9,610.00	10,170.00
Probationary Patrolman	9,380.00	9,930.00

In the event a patrolman of the Township of Passaic Police Department is appointed to serve as a detective during his term in office as a patrolman, said detective - patrolman shall receive an additional sum of Four Hundred Dollars (\$400.00) annually for calendar year 1973 and Five Hundred Dollars (\$500.00) annually for the year 1974, said sum to be pro rated during his term of office as a patrolman - detective over and above the amounts provided for in the preceding paragraph.

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 patrolman. No patrolman who works less than an average of thirty-five (35) hours per week in any one year shall be eligible for said additional compensation. A patrolman 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 patrolman 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) For 1973 a patrolman 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 patrolman 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) For 1974 a patrolman shall be entitled to vacation based upon the following:

1. Less than one year service: The patrolman with less than one (1) year continuous service and not less than seven (7) months service prior to July 1 is entitled to a vacation of five (5) working days.

2. More than one year service: The patrolman with one (1) or more years of service is entitled to vacation in accordance with the following schedule. The amount of vacation depends upon the amount of continuous service which he will attain before the calendar year ends.

<u>Years of Continuous Service</u>	<u>Days of Vacation</u>
1 to 7	10
8 to 16	15
17 and over	20

(c) A patrolman shall receive pay for vacation on the basis of regular salary for the period involved.

(d) 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.

(e) All patrolmen 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 patrolman'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 patrolman, 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 patrolman who was living with the patrolman 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 patrolman, 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. Uniform Allowance. A uniform allowance of One Hundred Fifty Dollars (\$150.00) per man shall be allowed for calendar year 1973 and One Hundred Seventy Five Dollars (\$175.00) for calendar year 1974. In addition, a request for

payment to the Public Employer for extraordinary repairs to uniforms, 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 uniform, shoes, arms and furnishings while performing police duties. The Public Employer shall reimburse the Public Employee for such extraordinary repairs. The uniform allowance and/or reimbursement for extraordinary repairs referred to herein shall be paid upon submission of a voucher in accordance with established procedure. Unused uniform allowance can be accumulated for a maximum period of three (3) years.

Section 10. Overtime Compensation. Public Employees subject to this Agreement shall be compensated for overtime at the rate of time and one half for police duties performed in excess of forty (40) hours in any consecutive seven (7) day period beginning with the first scheduled workday. A Public Employee shall have the option to receive, in lieu of cash, compensatory time off. (1 to 1 ratio). 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. There shall be no pyramiding of overtime under this Agreement. All overtime required in addition to normal police duties will be incorporated in the normal work week, whenever possible. Patrolmen who have received compensatory time off during the early part of 1973 preceding the effective date of this Agreement shall receive payment equivalent to one half of the overtime worked.

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. Patrolmen 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) When such attendance or appearance occurs during the patrolman's assigned duty hours, he shall suffer no loss in compensation.

(b) When such attendance or appearance occurs outside the patrolman's duty hours, he shall receive either compensatory time off from his regular duty hours or additional compensation as provided in Section 10 hereof.

(c) Attendance or appearance 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 fulltime patrolmen 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 patrolman 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	12¢ 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 ninety (90) days.



Section 18. Reimbursement for Education Courses. The Public Employer shall compensate each patrolman 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 patrolman has attained a grade of "C" or better. In addition, the Public Employer shall reimburse each patrolman 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 shall be indeterminate and continuous. Discharge, suspension, fines, removal, or demotion shall proceed in accordance with R.S. 40A:14-147.

Section 20. Grievance Procedure. (a) It is the intent of the parties to this Agreement that the grievance procedure provided for herein shall serve as a means for peaceable settlement of any and all disputes concerning the interpretation or application of any clause herein and interpretation or application of any rule or regulation, or any act or omission by a superior officer and any disciplinary reprimand, except those matters exclusively reserved to the Public Employer shall not be subject to arbitration.

(b) Any aggrieved patrolman shall present his grievance within five (5) working days of its occurrence or such grievance shall be deemed to be waived by the Association and patrolman.

(c) In the event of such grievance, the steps herein-after set forth shall be followed.

Step 1. The employee and the Association representative or the patrolman, individually, but in the presence of the Association representative, shall take up the complaint with the Chief of Police. In the event the complaint is not satisfactorily settled within three (3) working days, the patrolman and the Association representative shall sign a written complaint and forward the grievance to the next step in the procedure.

Step 2. The Association representative will discuss the grievance with the Clerk/Administrator. In the event that the grievance is not satisfactorily adjusted within three (3) additional working days, the matter will proceed to the next step in the procedure.

Step 3. The Association representative and the Police Commissioner shall meet to discuss the grievance. Should the parties fail to adjust the grievance in Step 3, the matter shall be referred to the Township Committee for its consideration, and in the event that the grievance is not settled before the Township Committee, the matter shall proceed to arbitration

(d) If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Public Employer's last answer. If the Public Employer does not answer an appeal of a grievance within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 21. Arbitration. (a) If a grievance is not satisfactorily settled under Section 20, Subparagraph (c), Step 3, it may be submitted to arbitration by either party, provided notice in writing of the intent to do so is given to the other party within five (5) working days of the decision under Section 20, Subparagraph (c), Step 3.

(b) After giving notice of intent to arbitrate as provided in Subparagraph (a) above, the moving party must request the Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

Section 22. Bulletin Board. The Association shall have the use of a bulletin board in Police Headquarters to be furnished by the Association, for the posting of notices relating to meetings and official business of the Association only. The Township shall determine the location of said bulletin board.

Section 23. Check-Off. The Township, as Public Employer, agrees to deduct, effective January 1, 1974, the initiation fees and/or dues of Eight (\$8.00) Dollars per month (Four (\$4.00) Dollars to be deducted from each pay) from the wages of each employee who is a member of the Association and to forthwith remit the same to Keith E. Ralston, Treasurer of the Association or such other person as may be named as Treasurer of the Association. The Public Employer shall be furnished by the Association, as a condition precedent to the deduction of the amounts referred to herein, a sufficient and proper written authorization in accordance with R.S.52:14-15.9 (e), from each employee from whose salary such deductions are to be made, authorizing the deduction of fees and dues as heretofore provided. The Association agrees to indemnify and shall be responsible for any claims presented by an employee against the Public Employer regarding or concerning dues

check-off.

Section 24. Severability. In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent jurisdiction to be invalid or unenforceable, the remainder of the provision of such agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

Section 25. Embodiment of Agreement. This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of policemen in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Any prior commitment or agreement between the Municipality and the Association or any individual employee covered by this Agreement is hereby superseded.

Section 26. Modification of Agreement. In the event that additional benefits regarding vacations, sick leave, holidays, personal business days, hospitalization, insurance and longevity are granted to other Township employees over and above those provided for in this Agreement during the term of said Agreement, the Public Employees (i.e. patrolmen) shall automatically receive such benefits.

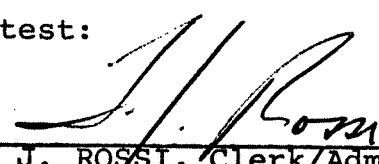
Section 27. Term of Contract. This contract shall be for a term of two years, commencing January 1, 1973, and all rights, duties and obligations created hereunder shall be retroactive to that date. The contract shall terminate on December 31, 1974, and the parties hereto shall commence

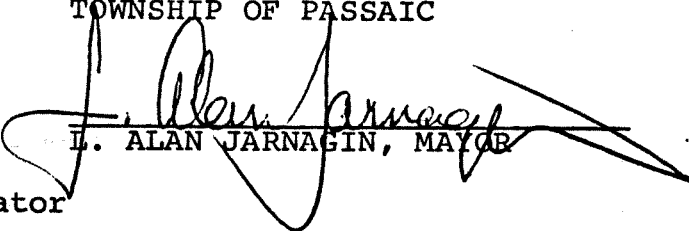
negotiations for the 1975 contract on or about November 1, 1974.

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 affixed on the day and year first above written.

TOWNSHIP OF PASSAIC

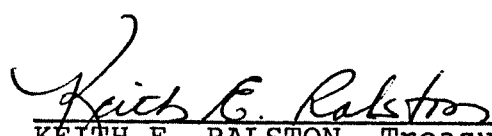
Attest:

  
F. J. ROSSI, Clerk/Administrator


  
L. ALAN JARNAGIN, Mayor

PASSAIC TOWNSHIP POLICEMEN'S ASSOCIATION

  
GEORGE A. ERATH, Vice President & Negotiator

  
KEITH E. RALSTON, Treasurer & Negotiator

Signed, Sealed and  
Delivered in the  
Presence of

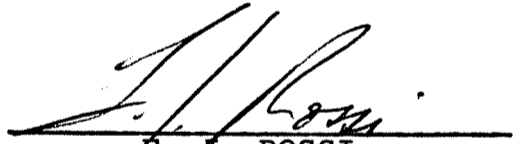
  
Al Roy, Attorney at Law  
State of N.J.

  
WILLIAM P. HURLOCK, Negotiator

STATE OF NEW JERSEY)

COUNTY OF MORRIS ) SS:

BE IT REMEMBERED on this 10<sup>th</sup> day of *December* 1973, 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 L. ALAN JARNAGIN, 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

Sworn and subscribed to  
before me the date  
aforesaid.

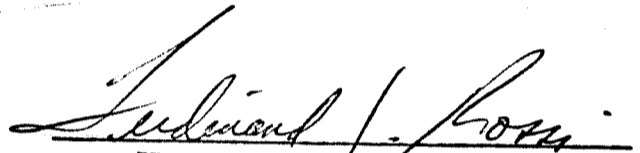
  
MARY CAVADINI  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires September 15, 1975

STATE OF NEW JERSEY )

COUNTY OF MORRIS )

SS:

BE IT REMEMBERED that on the 10<sup>th</sup> day of December 1973, before me, the subscriber, A Notary Public of the State of New Jersey, personally appeared GEORGE A. ERATH, KEITH E. RALSTON and WILLIAM P. HURLOCK 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.



FERDINAND J. ROSSI  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 5, 1975