

A G R E E M E N T

THIS AGREEMENT, made the 1st day of January 1, 1980, by and between the Passaic Township and 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 SUPERIOR OFFICERS 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 commencing January 1, 1980, to and including December 31, 1982, and came to agreement thereon;

NOW, THEREFORE, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE 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 the superior officers in the Passaic Township Police Department, including captain(s), lieutenant(s) and sergeant(s) and excluding all other members of the police department of force. The Township of Passaic recognizes the Passaic Township Superior Officers Association as the exclu-

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sive representative for the purposes of collective negotiations with the Township and both parties to this Agreement agree that the negotiations have been conducted in good faith regarding grievances, terms and conditions of employment.

ARTICLE 2 - TERM

The term of this Agreement shall be for the period from January 1, 1980, to December 31, 1982, inclusive.

ARTICLE 3 - APPLICABILITY

The provisions of this Agreement shall apply only to the Passaic Township Superior Officers Association.

ARTICLE 4 - SALARIES

Section 1. Effective January 1, 1980, all employees covered by this Agreement (captain, lieutenant, sergeants) will receive an increase as hereinafter provided over their 1979 salary rate as computed in a previous agreement between the parties hereto.

Section 2. For the year 1980 covered by this Agreement, salaries will be increased 7.5 percent over the 1979 salary rate.

For the year 1981 covered by this Agreement, salaries will be increased 7.0 percent over the 1980 salary rate.

For the year 1982 covered by this Agreement, salaries will be increased 6.5 percent over the 1981 salary rate.

Section 3. A captain and a lieutenant in the department shall receive an additional Six Hundred and Fifty Dollars (\$650.00) per year over the base salary for being on "call duty" at all times.

Section 4. A sergeant shall receive an additional Six Hundred and Fifty Dollars (\$650.00) per year over the base

salary upon obtaining a Bachelor's Degree in Police Science.

Section 5. A sergeant shall receive an additional Four Hundred and Fifty Dollars (\$450.00) per year over the base salary upon obtaining an Associate's Degree in Police Science.

ARTICLE 5 - PAY PERIOD

All pay periods shall be in accordance with the Public Employer's payroll procedure of all Township employees.

ARTICLE 6 - VACATIONS

(a) The following vacation schedule shall apply for all non-probationary employees:

(1) Less than one year service: An employee with less than one (1) year of 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: An employee with one (1) or more years of service is entitled to a 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 Completed</u> | <u>Days of Vacation</u> |
|--|-------------------------|
| 1 to 5 | 10 |
| 6 to 14 | 15 |
| 15 and over | 20 |

(3) For each employee subject to this Agreement who has served in the employment of the Public Employer, an additional day of vacation time for each year over 19 up to and maximum of five (5) additional days shall be granted.

(b) The employee's paycheck for his earned vacation shall be given to the employee prior to the start of his vacation, provided that a request for said check is made within a reasonable time prior to his vacation date.

(c) Senior employees shall be given due consideration in the selection of vacation periods where consistent with work schedules.

(d) Any employee whose employment has been terminated for any reason except discharge for cause shall receive a pro-rated vacation.

(e) Vacation time may not be accumulated for more than one (1) year except by mutual agreement of the parties hereto.

(f) An employee shall receive pay for vacation on the basis of regular salary for the period involved.

(g) An employee shall be entitled to vacation pay due on separation in accordance with the established policy covering all municipal employees as specified by the Township Committee now in effect or as amended from time to time.

ARTICLE 7 - AUTOMOBILE MAINTENANCE

All private vehicle usage will be subject to prior approval by the Chief of Police. The Township of Passaic agrees to provide in excess insurance coverage for all employees utilizing their own vehicle on police business.

ARTICLE 8 - CALL-OUT TIME

Any employee covered by this Agreement except captains and lieutenants called out on an emergency basis to administer breatholizer, operate radar, operate video tape equipment, maintain firearms instruction course, investigate fatalities, for special investigation, photography, staff meetings or departmental

meetings shall work and be paid a minimum period of two (2) hours call-out time.

ARTICLE 9 - FUNERAL ATTENDANCE LEAVE

(a) An employee who is required to be absent for one day or more because of a death in the employee's immediate family, shall be excused for such day or days up to a maximum of five days with pay. "Immediate family" includes parents, husband or wife, children, brothers or sisters, father-in-law or mother-in-law, or any relative living in the same household with the employee.

(b) An employee who requests time off to attend the funeral of a more distant relative or a very close friend may be excused for such time as is necessary under the circumstances not to exceed one scheduled work day.

ARTICLE 10 - UNIFORM ALLOWANCE

(a) A uniform allowance of Two Hundred and Fifty Dollars (\$250.00) per man for each year shall be allowed for the term of this Agreement.

(b) The Public Employer will be responsible for the purchase of all employee's leather gear. An employee requesting replacement of leather gear will be required to have the worn leather gear inspected by the Chief of Police or his representative. The Chief of Police or his representative will have the final determination if the leather gear needs to be replaced.

"Leather gear" means leather jacket, leather holster belt, leather holster, leather cuff case, leather ammunition pouch and leather under belt.

(c) The Public Employer shall make a group arrangement or agreement for periodic cleaning of uniforms. The regulations for cleaning of uniforms shall be posted, and the Public Employer will pay all cleaning costs incurred pursuant to this Agreement.

(d) If the Public Employer does not make arrangements for periodic cleaning of uniforms, as provided in paragraph c of this Article, the employees will receive a uniform cleaning allowance of Two Hundred Dollars (\$200.00) for each year for the term of this Agreement. The uniform cleaning allowance will be paid in two installments of One Hundred Dollars (\$100.00), the first payment in March and the second payment in September.

(e) A request for payment to the Public Employer on voucher may be made for extraordinary repairs and/or cleaning. The term extraordinary, as used in this section, shall mean abnormal or unusual damage sustained while performing police duties. *WATCH 25
own glasses 10. NO personal items not required will
be repaired or replaced*

(f) Unused uniform allowance can be accumulated for a maximum period of three (3) years.

ARTICLE 11 - OVERTIME COMPENSATION

All employees, except captains and lieutenants, 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 work day. An 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.

Lieutenant and captain to receive compensatory time 1 for 1 for any time worked in excess of 40 hours in any 7 day consecutive work week.

ARTICLE 12 - WORK PERIOD AND SCHEDULE

All 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.

ARTICLE 13 - HOSPITALIZATION

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

ARTICLE 14 - OCCUPATIONAL INSURANCE

The 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 deemed appropriate by the Township Committee.

ARTICLE 15 - COURT ATTENDANCE

Employees not otherwise performing police duties who are required to attend court shall be entitled to receive, and employer shall pay, compensation in accordance with the following schedule:

(a) When such attendance or appearance occurs during the employee's assigned duty hours, he shall suffer no loss of compensation.

(b) When such attendance or appearance occurs outside the employee's duty hours, he shall receive either compensatory time from his regular duty hours or additional compensation as provided in Article 11 hereof.

ARTICLE 16 - HOLIDAYS AND PERSONAL ABSENCE

(a) All employees shall be entitled to eleven (11) holidays:

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

(b) In addition to the above listed holidays, each employee who has notified the Chief of Police in advance shall be entitled to remain absent from normally scheduled police duties on three (3) days of his own selection, with pay.

(c) All employees shall be entitled to any special days off proclaimed by the Township Committee.

ARTICLE 17 - REIMBURSEMENT FOR EXPENSES

Each employee shall be reimbursed or afforded expense funds in accordance with the schedule hereinafter set forth for all expenditures not otherwise compensable by the employer, incurred by the 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> | |
|----------------------------|---|
| Use of personal automobile | 19 cents per mile used, plus parking and tolls. |
| Breakfast | \$3.00 |
| Lunch | \$5.00 |
| Dinner | \$7.00 |

ARTICLE 18 - SICK LEAVE

(a) Employees shall receive ten (10) days paid sick leave each year after one (1) year of service. 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 31st of the then current year, not to exceed ten (10) days.

(b) There is no limit to the amount of sick leave an employee can accumulate.

(c) Upon retirement, an employee has the option to either apply his accumulated sick leave, up to a maximum of One Hundred and Twenty Days (120 days) towards early retirement or be paid in one lump sum at his regular salary rate.

ARTICLE 19 - REIMBURSEMENT OF EDUCATION COURSES

The employer shall compensate each employee enrolled in a college program, the successful completion of which results in an associate degree. The amount of compensation shall be Eighteen Dollars (\$18.00) for each credit earned, upon receipt of a certificate that the employee has attained a grade of "C" or better. In addition, the employer shall reimburse each 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 employee has attained a grade of "C" or better. All required books purchased pursuant to Article 19 shall become the property of the person successfully completing said course.

ARTICLE 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 (continued on page 10)

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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 employee shall present his grievance within three (3) working days of its occurrence or such grievance shall be deemed to be waived by the Association and employee.

(c) In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1. The employee and the Association, or the employee 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 employee 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 Administrator. In the event that the grievance is not satisfactorily adjusted within five (5) additional working days, the matter will proceed to the next step in the procedure. If the Administrator's position is unfilled, the matter will immediately proceed to Step 3.

Step 3. The Association representative and the Police Commissioner shall meet to discuss the grievance. Should the parties fail to adjust the grievance, the matter shall be referred to the Township Committee for its consideration. Under this section (Step 3), the Police Commissioner and the Township Committee shall have a minimum time of seven (7) days and a maximum time of thirty (30) days to act on said grievance. In the event that the grievance is not settled before the Township Committee, the matter shall proceed to arbitration.

(d) All grievances that reach the Township Committee will be heard in public, except for confidential personal matters and those matters which may result in Grand Jury action or criminal proceedings.

(e) 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 Asso-

ciation may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

(f) Elected representatives of the Association may be permitted time off from duty assignments to attend meetings for grievances of any employee upon having obtained the prior approval of the Chief of Police or Shift Commander then commanding, provided that the granting of such permission will not affect the efficiency of the Police Department in the judgment of the Chief of Police or Shift Commander. No more than two such representatives shall be granted time off to attend grievance meetings at the same time.

ARTICLE 21 - ARBITRATION

(a) If a grievance is not satisfactorily settled under Article 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 Article 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.

ARTICLE 22 - CHECK-OFF

The Township, as Public Employer, agrees to deduct the initiation fees and/or dues of Seven Dollars (\$7.00) each pay day from the wages of each employee who is a member of the Asso-

ciation and to forthwith remit the same to Sgt. Gerald Diamond, 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.

ARTICLE 23 - TERM OF CONTRACT

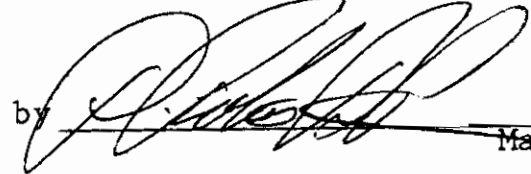
This contract shall be for a term of three (3) years commencing on January 1, 1980, and all rights, duties and obligations created hereunder shall be retroactive to that date. The contract shall terminate on December 31, 1982, and the parties hereto shall commence negotiations for the 1983 contract on or about September 15, 1982. In the event that a new contract agreement is not reached by December 31, 1982, for the subsequent year or years, the provisions of this agreement will remain in full force and effect until a new agreement is signed.

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 the day and year first above written.

TOWNSHIP OF PASSAIC

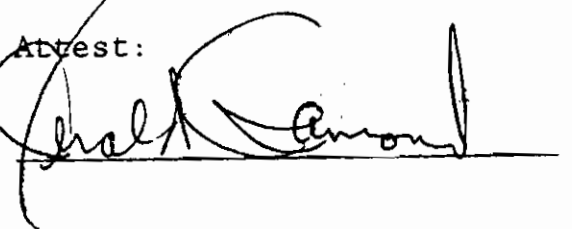
Attest:


 Peter H. Pelissier, Clerk

by 
 Mayor

PASSAIC TOWNSHIP SUPERIOR OFFICERS ASSOCIATION

Attest:



by 