

3-0148

STORAGE

02-66

THIS DOES NOT
CIRCULATE

Ratified 4/2/79

A G R E E M E N T

between

TOWNSHIP OF WASHINGTON,

BERGEN COUNTY, NEW JERSEY

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT

ASSOCIATION INC. PASCACK VALLEY LOCAL #206

January 1, 1979 through December 31, 1980

LAW OFFICES:

PACHMAN, ARON, TILL & SALSBERG
591 Summit Avenue
Jersey City, New Jersey 07306
(201) 792-6900

LIBRARY

Institute of Management and
Labor Relations

JUL 1 1979

RUTGERS UNIVERSITY

PACHMAN, ARON,
TILL & SALSBERG
COUNSELLORS AT LAW
591 SUMMIT AVENUE
JERSEY CITY, NEW JERSEY 07306

3/20/79

Ja
WTC

A G R E E M E N T

THIS AGREEMENT, made this *2nd* day of *April*, 1979, between the TOWNSHIP OF WASHINGTON, hereinafter referred to as the "Township" or "Employer" and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, PASCACK VALLEY LOCAL NO. 206. hereinafter referred to as the "PBA";

W I T N E S S E T H:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the employer recognized as being represented by the PBA as follows:

ARTICLE 1

RECOGNITION

The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all its patrolmen and those other employees classified as detectives, sergeants, lieutenants and captains in its Police Department in the Township of Washington, New Jersey, but excluding the Chief of Police, special traffic monitors, special police, probationary employees and all other members.

ARTICLE II
MANAGEMENT RIGHTS

The PBA recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer, including, but not limited to the making and enforcement of rules and regulations, the establishment of reporting time, the right to hire, transfer, lay off, promote, demote, assign or discipline members, to relieve employees from duties because of lack of work or other legitimate reasons, to plan, direct, and control operations, to determine the amount and quantity of work needed, to introduce new or improved methods, to change existing practices. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement and in the statutes of the State of New Jersey.

ARTICLE III
GRIEVANCE PROCEDURE

Section 1.

A grievance shall be defined as any dispute over the interpretation, application, or violation of any policy or administrative decision affecting the terms and conditions of employment of the employees covered under this Agreement or the interpretation, application or violation of this Agreement.

SCHIMAN, ARON,
LL & SALSBERG
ATTORNEYS AT LAW
100 SUMMIT AVENUE
TELEPHONE CITY, NEW JERSEY 07306

3/30/79

fa
RM
cc

Step 1.

An officer with a grievance shall first discuss it with his immediate supervisor for the purpose of resolving the matter informally. The supervisor shall attempt to resolve the matter within seven (7) calendar days.

Step 2.

If the grievance has not been resolved at Step 1, or if no decision has been rendered within seven (7) calendar days after presentation of that grievance at Step 1, the aggrieved party may file a written grievance with the Chief of Police within three (3) calendar days after he has received his answer from his supervisor. If not further appealed, the grievance shall be deemed to be abandoned and the result at the preceding step shall be deemed conclusive. The Chief of Police shall respond within seven (7) calendar days.

Step 3.

If the grievance is not settled satisfactorily in Step 2, it may be appealed within seven (7) calendar days to the director of the department. A meeting shall be held between the two parties within ten (10) calendar days, and the director shall render his decision within fifteen (15) days of the meeting.

Step 4.

If the grievance is not settled satisfactorily in Step 3, the grievance shall be subject, at the instance of either party, to arbitration as provided in Article IV.

jd
12/12

PACHMAN, ARON.
TILL & SALSBERG
ATTORNEYS AT LAW
1000 SUMMIT AVENUE
LIPSEY CITY, NEW JERSEY 07308

3/20/79

Section 2.

The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

Section 3.

A grievance must be presented at Step 1 within one (1) week from the date of occurrence or the employee's notification thereof, which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

Section 4.

A grievance affecting a group of employees may be submitted by the PBA on behalf of the group in Step 2 of this Article.

Section 5.

No meetings held under the grievance or arbitration procedure shall be opened to the public.

ARTICLE IV

ARBITRATION

Section 1.

In the event that an agreement cannot be reached between the PBA and the employer with respect to a grievance involving and limited to the interpretation and application of any specific provision of this Agreement, it may, on the request of either

THIS IS REVISED SHEET OF 3/27/79

party, be submitted to arbitration pursuant to the labor arbitration rules of the American Arbitration Association, provided such request is made within fifteen (15) days after final decision has been rendered.

Section 2.

The decision of the arbitrator shall be binding on both parties for a period to be named in the arbitration decision, but in no event to antedate the period for which this Agreement is effective.

Section 3.

The arbitrator shall not have the authority to alter or modify any of the express provisions of this Agreement. In addition the Arbitrator shall set forth the reasons for making his or her award in a written opinion.

Section 4.

The expenses, including fees and other necessary expenses of the arbitrator shall be shared equally by the Employer and the PBA. All other expenses, incidental to, and arising out of the arbitration shall be paid by the party incurring same.

ARTICLE V

SALARIES

The salary schedule for all officers recognized as being represented by the PBA shall be as set forth in Schedule "A", which is attached hereto and made a part hereof. Other additional benefits are set forth in Schedule B.

All economic benefits shall be retroactive to the effective date of such benefit and all retroactive payments shall be made as soon after execution of this Agreement as is practicable.

for
AR

ARTICLE VI

RETENTION OF BENEFITS

Any modifications of existing benefits shall be negotiated with the majority representative before they are established.

ARTICLE VII

LEGAL AID

The Employer will provide legal aid to all personnel covered by this Agreement pursuant to statutes of the State of New Jersey, as interpreted by the Courts, in suits or other legal proceedings against them, which arose from a reasonable and proper discharge of their official duties.

If any disciplinary or criminal proceedings brought against an employee shall be dismissed or finally determined in favor of the officer, then, the officer shall be reimbursed for the expense of his defense.

In any event, there shall be no indemnification for punitive damages.

ARTICLE VIII

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the PBA because of membership or non-membership in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any employee because of race, creed, color, age, sex or national origin.

This is REVISED SHEET of 3/23/79

ARTICLE IX

SAVINGS CLAUSE

In the event that any Federal or State legislature, governmental regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 1.

The normal work day shall consist of not more than eight (8) consecutive hours. The normal work week shall consist of five (5) eight (8) hour tours of duty in any one (1) week.

Section 2.

The days off shall be two (2) consecutive days.

Section 3.

Patrolmen, sergeants and detectives working in excess of eight (8) hours per day shall be paid at the time and one-half rate for the excess time worked. In lieu of payments, he may be credited with time off at his option at the time and one-half rate. Compensatory time off shall be scheduled at the convenience of the Employer. Any excess time remaining at the end of the year shall be paid at time and one-half, the

PACHMAN, ARON,
TILE & SALSBERG
CONSULTANTS
500 MADISON AVENUE
NEW YORK, NEW YORK 10022

THIS IS REVISED SHEET OF 3/23/79

appropriate hourly rate. Compensatory time shall not be accumulated from year to year. Effective January 1, 1980, Lieutenants and Captains shall be included under this Paragraph.

Section 4.

Any officer (except the rank of Lieutenant and Captain) who is recalled to work which is not an extension of or in addition to his scheduled tour of duty shall be guaranteed a minimum of four (4) hours compensation at the time and one-half rate. Where the overtime is an extension of his regular tour of duty, he shall be paid or credited for time actually worked as provided in Section 3 of this Article. Effective January 1, 1980, Lieutenants and Captains shall be included under this Paragraph.

Section 5.

Detectives shall be compensated at the time and one-half rate for overtime worked provided above.

All Employees with the rank of Lieutenant shall receive overtime, effective January 1, 1979, at their straight time rates. However, effective January 1, 1980, Lieutenants and Captains shall receive overtime at the time and one-half rate.

Section 6.

Overtime shall be allocated in the discretion of the Chief.

Handwritten initials: TC, H, CM

PACHMAN, ARON,
TILL & SALSBERG
ATTORNEYS AT LAW
100 SUMMIT AVENUE
LINDEN CITY, NEW JERSEY 07036

ARTICLE XI

MAINTENANCE OF OPERATIONS

There shall be no strikes, work stoppage, slowdown, walk-out, refusal to work or any other interference or interruption of the normal operations of the Township. The PBA covenants and agrees that during the term of this Agreement, neither it or any designated person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike, work stoppage, slowdown, walkout, refusal to work, or any other interference or interruption of the normal operations of the Township.

Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to ask and obtain any judicial relief as it may be entitled to have, in law or in equity, for injunction or damages, or both, in the event of such breach by the aforesaid employees, PBA, or its members. It is agreed that any employee engaging in any of the activities prohibited by this Article shall be subject to discipline.

Nothing contained in this Agreement shall be construed to limit or restrict the employees, the PBA or any designated persons acting in its behalf from their right of public self expression, either singly or collectively.

ARTICLE XII

DURATION

This Agreement shall become effective on January 1, 1979,

YACUBMAN, AROU
JILL S. SALSBERG
1000
521
NEW JERSEY

3/20/79

file
use
om

and shall terminate on December 31, 1980.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

TOWNSHIP OF WASHINGTON

ATTEST:

Juliana Zykoff
Township Clerk

By: [Signature]
Mayor

NEW JERSEY STATE PBA
PASCACK VALLEY LOCAL NO. 206

ATTEST:

Richard D. Locke

By: [Signature]

By: Joseph W. Sacchi

By: Carl R. Mittelhammer

By: William J. Ricketts

By: David B. Cooper

PACHMAN, ARON,
TILL & SALSBERG
ATTORNEYS AT LAW
590 SUMMIT AVENUE
LITTLE ROCK, NEW JERSEY 07040

3/20/79

[Handwritten initials]

SCHEDULE "A"

<u>RANK</u>	Effective <u>January 1, 1979</u>	Effective <u>January 1, 1980</u>
<u>Patrolmen</u>		
During first year (1)	\$12,600.00	\$13,000.00
During second year	\$14,500.00	\$15,000.00
During third year	\$16,500.00	\$17,500.00
Upon completion of third year (maximum)	\$18,800.00	\$20,100.00
<u>Sergeants</u>	\$20,709.00	\$22,141.00
<u>Lieutenants</u>	\$21,723.00	\$23,224.00
<u>Captain</u>	\$22,516.00	\$24,072.00

(1) During the first year of service, which shall include the probationary period, but in no event shall the probationary period be greater than 12 months.

Lo
WTC
PM

SCHEDULE "B"

ADDITIONAL BENEFITS

A. LONGEVITY PAY

- (1) Each full time employee shall receive longevity pay which shall be one per cent (1%) of the annual salary for each three (3) years of service. The maximum longevity shall be ten per cent (10%).
- (2) Payment provided by this section will be made annually in November. All rights to longevity pay are forfeited by eligible employees should their services be terminated for cause by the Township. In all other cases, longevity pay shall be pro-rated to the date of the actual termination of employment and paid within two (2) weeks thereafter.

B. HOLIDAYS

- (1) In lieu of holidays as declared by Employer, all full time members of the Office of Police will receive an additional twelve (12) days salary, or pro-rated portion thereof, based upon commencement date of his employment.
- (2) Payment provided by this section will be made annually in November.

*for
WTC
DM*

3/20/79

PACHMAN, ARON
MILL & SALSBERG
ATTORNEYS AT LAW
100 MARKET AVENUE
NEW JERSEY CITY, NEW JERSEY 07102

(3) For any additional holidays beyond twelve (12) declared by the Employer, employees shall be credited for equivalent compensatory time off, which shall be taken at convenience of the Employer.

All rights by these employees to holiday pay are forfeited should their services be terminated for cause by the Township.

C. VACATIONS

Employees shall receive paid vacation as follows:

More than six (6) months but less than one (1) year -----	Five (5) working days
From the second to the fifth year inclusive -----	Ten (10) working days
6th year-----	Eleven (11) working days
7th year-----	Twelve (12) working days
8th year-----	Thirteen (13) working days
9th year-----	Fourteen (14) working days
10th year-----	Fifteen (15) working days
11th year-----	Sixteen (16) working days
12th year-----	Seventeen (17) working days
13th year-----	Eighteen (18) working days
14th year-----	Nineteen (19) working days
15th year-----	Twenty (20) working days
16th year-----	Twenty-one (21) working days

WTC
RM

3/20/79

ACHMAN, ARON,
ELL & SALSBERG
ATTORNEYS AT LAW
100 HUNTER AVENUE
LITTLE ROCK, NEW JERSEY 07340

17th year-----Twenty-two (22) working days
18th year-----Twenty-three (23) working days
19th year-----Twenty-four (24) working days
20th year-----Twenty-five (25) working days

D. MEDICAL AND HEALTH INSURANCE

Each full time employee, on the first of the month following the date of two months of continuous service, shall receive Blue Cross and Blue Shield coverage, including Major Medical Benefit rider at the expense of the Employer.

Retirees may continue to be covered by the Township's group hospitalization insurance coverage at the retiree's expense provided the Township can arrange such coverage with its insurance carrier of record. The Township will attempt to secure continued group life insurance coverage for retirees and the retirees shall pay for such coverage.

E. GROUP LIFE INSURANCE

After three (3) months of continuous employment, each full time employee shall be enrolled, at the expense of the Employer, in a Group Life Insurance Policy in the amount of Ten Thousand (\$10,000.00) Dollars.

F. UNIFORM ALLOWANCE

Complete initial uniform requirements are supplied by the

RACHMAN, ARON
MILL & SALSBERG
COUNSELLORS AT LAW
19 MARKET AVENUE
NEW CITY NEW JERSEY 07106

3/20/79

Handwritten signature and initials

Employer for new employees. After completion of one (1) year service, uniform replacement shall be by requisition in an amount not to exceed Two Hundred Fifty (\$250.00) Dollars for 1979 and Three Hundred (\$300.00) Dollars for 1980 per employee. Any amount of the current year's allowance not spent during said year will be deducted from the following year's allowance. However, up to \$100.00 per year of said allowance may be used for maintenance and repair of uniforms.

1. Purchases will be made from the approved list of suppliers and/or by the specifications as set forth by the Chief of Police.

2. Final approval for acceptance of uniforms, as to its specifications, must be made by the Chief of Police.

3. Upon the dismissal and/or resignation of an officer during the year, any amount still not substantiated by receipts will be deducted from any monies due him from the Township.

G. FALSE ARREST INSURANCE

Employer shall provide false arrest insurance for each Employee.

H. ADDITIONAL INSURANCE

All other insurance coverage provided for employees heretofore shall remain in effect.

WICHMAN, ARON
LL & GALSBERG
ATTORNEYS AT LAW
100 HUNTER AVENUE
NEW JERSEY CITY, NEW JERSEY 07306

WJG
AM

3/20/79

THIS IS REVISED SHEET OF 4/2/79

I. PAID SICK LEAVE

This benefit shall be continued as heretofore subject to Department policy under the administration of the Director of the Department, the Chief of Police and the Chief Administrative Officer of the Department.

J. COLLEGE CREDIT PROGRAM

(1) The salaries for full time employees employed prior to January 1, 1979 shall be increased by the sum of Fifteen (\$15.00) Dollars for each credit completed in a recognized institution of higher education leading to a degree or associate degree in Police Science, ^{OR LAW ENFORCEMENT} provided such additional remuneration shall not exceed Five Hundred (\$500.00) Dollars in the calendar year.

(2) The members of the Office of Police employed prior to January 1, 1979 shall be entitled to receive a retroactive payment for credits taken prior to the effective date of this Agreement provided that two (2) years of service have been completed with the Employer.

(3) Each member desiring to participate in the program shall present to the Administrator either before or at the time of enrollment in the institution, a breakdown of the credits to be taken.

(4) Payment provided by this section will be made annually in November, provided the employee is still in the employment of the Township on November 1st.

PACHMAN, ARON,
TILL & SALSBERG
COUNSELLORS AT LAW
400 HENRIET AVENUE
ROSELAND, NEW JERSEY 07068

WTC
A.M.

4/2/79

THIS IS REVISED SHEET OF ~~3/23/79~~
4/2/79

(5) Employees covered by this Agreement who earn an Associate Degree in the major field of Police Science^A ^{OR LAW ENFORCEMENT} from a recognized institution of higher learning shall, upon presentation of adequate evidence of such attainment, receive as additional annual compensation to their base pay the maximum sum of Seven Hundred Fifty (\$750.00) Dollars annually thereafter in lieu of the existing Five Hundred (\$500.00) Dollars maximum allowance provided for in paragraph J (1) of the Agreement.

(6) Effective January 1, 1980, employees covered by this Agreement who have or earn a Bachelors Degree in the major field of Police Science^A ^{OR LAW ENFORCEMENT} from a recognized institution of higher learning shall, upon presentation of adequate evidence of such attainment, receive as an additional annual compensation to their base pay the maximum sum of One-Thousand (\$1,000.00) Dollars annually thereafter in lieu of the existing Five Hundred (\$500.00) Dollar maximum allowance provided for in Paragraph J (1) of the Agreement, or in lieu of the Seven Hundred Fifty (\$750.00) Dollar payment in paragraph J (5).

(7) Employees employed after the effective date of this Agreement shall receive no compensation under the college credit program until the receipt of one of the aforementioned degrees, and then only after the completion of the third year of service with the Township's Police Department. Upon such receipt and completion, those employees shall be entitled to payment pursuant to Paragraph (5) or (6) of this Article (ie, \$500.00, \$750.00, or \$1,000.00 payment only).

W-T
APC
1

K. ADDITIONAL COMPENSATION (Payable annually in November)

- (1) Detective Sergeant of Police \$500.00
- (2) Detective of Police \$300.00
- (3) Automobile Maintenance Officer \$300.00

L. PERSONAL DAYS

Employees covered by this Agreement shall be entitled to two (2) personal days annually. If for any reason such personal days are not taken by the employee, he shall be compensated for at the rate of pay in effect in the year in which they were earned.

Personal leave days shall be requested by the employee in writing one (1) week in advance of the day requested except in the event of a personal emergency or other valid reason in the discretion of the Township or its designee. Requests for such days off shall not be unreasonably denied subject to the manpower needs of the Department.

M. BEREAVEMENT LEAVE

Employees covered by this Agreement shall be entitled to bereavement leave with pay totalling three (3) days in the event of death of certain family members, herein defined, where the distance to the funeral site is less than one hundred fifty (150) miles from the municipal building of the Township.

[Handwritten signature]
WTC
EM

MAN, ARON
& SALSBERG
ATTORNEYS AT LAW
100 NEW JERSEY OFFICE

3/20/79

In the event the distance to the funeral site to be traveled is in excess of one hundred fifty (150) miles from the Township Municipal Building, then in that event, the member shall be entitled to four (4) such bereavement leave days.

Such entitlement to leave shall arise in the event of death to a member's mother, father, sister, brother, spouse, child or step-child, or mother-in-law or father-in-law.

N. TERMINAL LEAVE PROGRAM

Effective January 1, 1979, all employees who utilize less than ten (10) sick days per calendar year shall be credited with one-half ($\frac{1}{2}$) day of terminal leave for each day under ten (10) that is not used.

EXAMPLES

<u>No. of Sick Days Used</u>	<u>No. of Terminal Leave Days Granted</u>
0	5
1	4 $\frac{1}{2}$
2	4
3	3 $\frac{1}{2}$
4	3
5	2 $\frac{1}{2}$
6	2
7	1 $\frac{1}{2}$
8	1
9	$\frac{1}{2}$
10	0

PACHMAN, ARON
TILL & SALSBERG
ATTORNEYS AT LAW
500 HERRMILL AVENUE
ROSELAND, NEW JERSEY 07068

3/20/79

for
WJC
RM

Terminal leave days shall be payable at the employee's daily rate of pay at retirement.

The terminal leave benefit shall only apply if an employee retires, and not upon transfer, quit, or discharge. "Retirement" shall include disability retirement or regular retirement.

The present system of "unlimited" sick leave up to one year in accordance with Schedule "B", Paragraph "I" shall be unchanged.

3/20/79

WTC
0.11