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A G R E E M E N T

OCT 18 1979

RUTGERS UNIVERSITY THIS AGREEMENT, made the 3rd day of ~~May~~ <sup>Aug.</sup>, 1977, 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 public employer, and the Association did negotiate on salary and certain other working conditions for the term January 1, 1977, to and including December 31, 1979, and came to agreement thereon;

NOW, THEREFORE, the parties hereto agree 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 all patrolmen of the Passaic Township Police Department, excluding, however, from the Association the superior officers 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 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.

## ARTICLE 2 - TERM

The term of this Agreement shall be for the three-year period commencing on January 1, 1977, to and including December 31, 1979.

## ARTICLE 3 - APPLICABILITY

The provisions of this Agreement shall apply only to members of the Passaic Township Policemen's Association.

## ARTICLE 4 - SALARIES

Section 1. Effective January 1, 1977, all patrolmen shall receive an increase as hereinafter provided over their 1976 salary rate as computed in accordance with the previous agreement between the parties hereto.

Section 2. For the year 1977 covered by this Agreement salaries shall be established by using the U. S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers; New York, New York--Northeastern New Jersey, all items -- Series A (1967=100). The salaries will be computed by using the percentage difference between the final January, 1976, and December, 1976, indexes and adding that percentage difference which will establish the salary for the calendar year 1977, plus a two (2) per cent increase over the CPI established salary for 1977. The established salary rate for 1977 will be computed as outlined above.

The salary computed on the basis of this formula (CPI + 2 per cent) is for the 1977 contract year. For 1978 and 1979 contract years covered by this agreement, salaries will be established by using the U. S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers; New York, New York--Northeastern New Jersey, all items -- Series A (1967=100). The salaries will be computed by using the percentage difference between the final January, 1977,

December, 1977, indexes for 1978 salaries, and the final January, 1978, and December, 1978, indexes for 1979 salaries. In this connection, the final January, 1977, index is 180.3. The 1978 salaries will be subject to 12 per cent maximum adjustment and 5 per cent minimum adjustment over 1977 salaries as set forth in this agreement. Salaries for 1979 will be subject to a 10 per cent maximum adjustment and a 5 per cent minimum adjustment over 1978 salaries.

Section 3. In the event that a patrolman of the Passaic Township 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 Six Hundred Dollars (\$600.00), and the said sum is to be pro-rated during his term of office as detective-patrolman over and above the amounts provided for in the preceding paragraph.

Section 4. In the event a patrolman is appointed to serve as a sergeant-detective during his term of office as a patrolman, said sergeant-detective shall receive an additional sum of Eight Hundred Dollars (\$800.00) annually, to be pro-rated during his term of office as a sergeant-detective, over and above the amount provided for in Section 2 of this Agreement.

#### ARTICLE 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.

#### ARTICLE 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 the 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.

ARTICLE 7 - VACATIONS

(a) For the term of this agreement 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. More than one year of 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 Completed</u>	<u>Days of Vacation</u>
1 to 5	10
6 to 14	15
15 and over	20

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

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

(d) 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.

#### ARTICLE 8 - CALL OUT TIME

Any employee covered by this Agreement called out on an emergency basis to administer breatholizer, operate radar, operate vascar, maintain firearms qualifications and/or attend an instruction corse, investigate fatalities, for special investigation photography or any other such duties called for and/or scheduled by the Chief of Police or other superior officer(s) shall work and be paid a minimum of two (2) hours call-out time. When said call-out time is in excess of the employee's forty (40) hour work week, he shall receive compensation in accordance with Article 11 of this Agreement.

#### ARTICLE 9 - FUNERAL ATTENDANCE LEAVE

When the decedent is a legal or blood relative of the employee he shall be permitted to take 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 five (5) days.

ARTICLE 10 - UNIFORM ALLOWANCE

(a) A uniform allowance of Two Hundred Twenty-five Dollars (\$225.00) per man for each year shall be allowed for the term of this Agreement.

(b) 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 arrangement.

(c) 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.

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

ARTICLE 11 - 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 work day. 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 unless otherwise provided by law. There shall be no pyramiding of overtime under this Agreement. (All training required in addition to normal police duties will be incorporated in the normal work week, whenever possible.)

ARTICLE 12 - 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.

ARTICLE 13 - 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.

ARTICLE 14 - 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.

ARTICLE 15 - 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 work a minimum of two (2) hours and he shall receive either compensatory time off from his regular duty hours or additional compensation as provided in Article 11 hereof.

ARTICLE 16 - HOLIDAYS AND PERSONAL ABSENCE

All full-time patrolmen shall be entitled to eleven (11) holidays as follows:

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

(a) All holidays not taken shall be accumulated and shall be paid in compensation to the officer at his or her prevailing rate at the end of the calendar year.

(b) 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 three (3) days of his own selection, with pay.

ARTICLE 17 - 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	15¢ per mile used, plus parking and tolls
Breakfast	\$ 2.00
Lunch	\$ 4.00
Dinner	\$ 5.00



ARTICLE 18 - 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, not to exceed ten (10) days. Sick leave shall accumulate to a maximum of one hundred twenty (120) days. In the event said sick leave shall accumulate and exceed one hundred twenty (120) days, the employee may elect to take additional time off or to be paid at his regular salary rate for such excess over one hundred twenty (120) days.

ARTICLE 19 - 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 Eighteen Dollars (\$18.00) 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. All required books purchased pursuant to Article 19 shall become the property of the person successfully completing said course.

ARTICLE 20 - 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.

ARTICLE 21 - 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 of any action 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 three (3) 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 hereinafter 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. 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.

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

#### ARTICLE 22 - ARBITRATION

(a) If a grievance is not satisfactorily settled under Article 21, 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 21, subparagraph (c), Step 3. However, if existing statutes of the State of New Jersey make different provisions for arbitration, the provision of the State statute shall prevail.

(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 23 - 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.

#### ARTICLE 24 - CHECK-OFF

The Township, as Public Employer, agrees to deduct the initiation fees and/or dues of Eight Dollars (\$8.00) per month (Four Dollars (\$4.00) 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 Robert Falzarano, Treasurer of the Association, or to 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 25 - RENEGOTIATION

In the event that Chapter 68, P.L.1976, commonly referred to as the Municipal CAP Law, is repealed during the three-year period of this Agreement, the parties hereto agree that the provisions of Article 4, Salaries, will be subject to renegotiation.

ARTICLE 26 - 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 provisions 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.

ARTICLE 27 - 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.

ARTICLE 28 - 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 (patrolmen) shall automatically receive such benefits.

ARTICLE 29 - TERM OF CONTRACT

This contract shall be for a term of three years commencing on January 1, 1977, and all rights, duties and obligations created hereunder shall be retroactive to that date. The contract shall terminate on December 31, 1979, and the parties hereto shall commence negotiations for the 1980 contract on or about September 15, 1979. In the event that a new contract agreement is not reached by December 31, 1979 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 on the day and year first above written.

TOWNSHIP OF PASSAIC

Attest:

Peter H. Pelissier, Clerk

Robert S. Baker  
Robert S. Baker, Mayor

PASSAIC TOWNSHIP POLICEMEN'S  
ASSOCIATION

Attest:

Robert Falzarano  
Robert Falzarano,  
Secretary-Treasurer

Ronald Sorrano  
Ronald Sorrano, President



