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NEW JERSEY SOCIETY OF THE MARCHING ASSOCIATION

MARCHING LOCAL NUMBER 123

1975

W. W. TUCKER AND SONS, INC. ESQS
112 MARSHALL AVENUE
LIVINGSTON, NEW JERSEY 07030
201-754-0077

A G R E E M E N T

THIS AGREEMENT, MADE THIS 26th DAY OF July, 1978, BETWEEN THE BOROUGH OF WATCHUNG, HEREINAFTER REFERRED TO AS THE "BOROUGH" OR "EMPLOYER" AND NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, WATCHUNG LOCAL NUMBER 193, HEREINAFTER REFERRED TO AS THE "PBA",

WITNESSETH:

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 I

RECOGNITION

THE EMPLOYER HEREBY RECOGNIZES THE AFOREMENTIONED PBA AS THE EXCLUSIVE REPRESENTATIVE FOR ALL ITS PATROLMEN, SERGEANTS AND ALL OTHER SUPERIOR OFFICERS IN ITS POLICE DEPARTMENT IN WATCHUNG, NEW JERSEY, BUT EXCLUDING THE DEPUTY CHIEF AND CHIEF OF POLICE AND ALL OTHER EMPLOYEES.

ARTICLE II

MANAGEMENT RIGHTS

THE PBA RECOGNIZES THAT THERE ARE CERTAIN FUNCTIONS, RESPONSIBILITIES AND MANAGEMENT RIGHTS EXCLUSIVELY RESERVED TO THE EMPLOYER. 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.

ARTICLE III

GRIEVANCE PROCEDURE

SECTION 1.

TO PROVIDE FOR THE EXPEDITIOUS AND MUTUALLY SATISFACTORY SETTLEMENT OF GRIEVANCES ARISING WITH RESPECT TO THE INTERPRETATION OR APPLICATION OF THIS AGREEMENT THE FOLLOWING PROCEDURES SHALL BE FOLLOWED:

STEP 1. AN OFFICER WITH A GRIEVANCE SHALL FIRST DISCUSS IT WITH HIS IMMEDIATE SUPERVISOR EITHER DIRECTLY OR THROUGH THE PBA'S DESIGNATED REPRESENTATIVE FOR THE MATTER OF RESOLVING THE MATTER INFORMALLY.

STEP 2. IF THE AGGRIEVED PARTY IS NOT SATISFIED WITH THE DISPOSITION OF HIS GRIEVANCE AT STEP 1 OR IF NO DECISION HAS BEEN RENDERED WITHIN FIVE WORKING DAYS AFTER PRESENTATION OF THAT GRIEVANCE AT STEP 1, HE MAY FILE A WRITTEN GRIEVANCE WITH THE CHIEF OF POLICE OR, IN HIS ABSENCE, THE DEPUTY CHIEF OF POLICE. A

The Deputy Chief of Police.

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MEETING ON THE WRITTEN GRIEVANCE SHALL BE HELD WITHIN FIVE WORKING DAYS OF THE FILING OF THE WRITTEN GRIEVANCE WITH THE CHIEF OF POLICE OR HIS DESIGNATED REPRESENTATIVE, THE AGGRIEVED PARTY AND THE PBA'S DESIGNATED REPRESENTATIVE. A DECISION THEREON SHALL BE RENDERED IN WRITING BY THE CHIEF OF POLICE WITHIN FIVE WORKING DAYS AFTER THE HOLDING OF SUCH MEETING.

STEP 3. IF THE AGGRIEVED PARTY IS NOT SATISFIED WITH THE DISPOSITION OF HIS GRIEVANCE AT STEP 2 OR IF NO WRITTEN DECISION HAS BEEN RENDERED WITHIN FIVE WORKING DAYS AFTER THE PRESENTATION OF THAT GRIEVANCE AT STEP 2, THE MATTER MAY BE REFERRED BY THE PBA BY ITS DESIGNATED REPRESENTATIVE TO THE POLICE COMMISSIONER. A MEETING ON THE GRIEVANCE SHALL BE HELD BETWEEN THE PBA AND THE POLICE COMMISSIONER AT WHICH MEETING THE PARTIES MAY BE REPRESENTED. SAID MEETING SHALL NOT BE HELD PUBLICLY UNLESS THE PARTIES SO AGREE IN WRITING. THE POLICE COMMISSIONER SHALL RENDER A FINAL WRITTEN DECISION WITHIN FIFTEEN WORKING DAYS OF THE DATE OF THE MEETING.

STEP 4. IN THE EVENT THE AGGRIEVED PERSON IS NOT SATISFIED WITH THE DECISION OF THE POLICE COMMISSIONER OR IF NO WRITTEN DECISION HAS BEEN RENDERED WITHIN FIFTEEN WORKING DAYS AFTER THE PRESENTATION OF THAT GRIEVANCE AT STEP 3, THE MATTER MAY BE REFERRED BY THE PBA BY ITS DESIGNATED REPRESENTATIVE TO THE MAYOR AND COUNCIL. A MEETING ON THE GRIEVANCE SHALL BE HELD BETWEEN THE PBA AND THE MAYOR AND COUNCIL AT WHICH MEETING THE PARTIES MAY BE REPRESENTED. SAID MEETING SHALL NOT BE HELD PUBLICLY UNLESS THE PARTIES SO AGREE IN WRITING. THE MAYOR AND COUNCIL SHALL RENDER A FINAL WRITTEN DECISION WITHIN FIFTEEN WORKING DAYS OF THE DATE OF THE MEETING.

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 WEEK FROM THE DATE OF OCCURRENCE OF THE FACTS 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.

ANY EMPLOYEE MAY BE REPRESENTED AT ALL STAGES OF THE GRIEVANCE PROCEDURE BY HIMSELF, OR, AT HIS OPTION, BY A REPRESENTATIVE SELECTED OR APPROVED BY THE PBA. WHEN AN EMPLOYEE IS NOT REPRESENTED BY THE PBA, THE PBA SHALL HAVE THE RIGHT TO BE PRESENT AND STATE ITS VIEWS AT ALL STAGES OF THE GRIEVANCE PROCEDURE UNLESS THE EMPLOYEE OBJECTS TO THE PRESENCE OF THE PBA REPRESENTATIVE IN WHICH CASE THE PBA MAY NOT BE PRESENT AT ANY STAGES OF THIS PROCEDURE. HOWEVER, IN THE EVENT THE PBA IS NOT PRESENT AFTER FINAL DETERMINATION AT STEP 4, IF SUCH FINAL DETERMINATION IS MADE, THE PBA WILL PROMPTLY RECEIVE A COPY OF THE EMPLOYEE'S WRITTEN GRIEVANCE AND A COPY OF THE FINAL DETERMINATION THEREOF.

ARTICLE IV

SALARIES

EFFECTIVE JANUARY 1, 1973, THE SALARY SCHEDULE FOR ALL OFFICERS RECOGNIZED AS BEING REPRESENTED BY THE PBA SHALL BE AS SET FORTH AS IN SCHEDULE A WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

ARTICLE V

RETENTION OF BENEFITS

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL BENEFITS WHICH THE EMPLOYEES HAVE HERETOFORE ENJOYED AND ARE PRESENTLY ENJOYING, SHALL BE MAINTAINED AND CONTINUED BY THE BOROUGH DURING THE TERM OF THIS AGREEMENT.

THE PROVISIONS OF ALL MUNICIPAL ORDINANCES AND RESOLUTIONS, EXCEPT AS SPECIFICALLY MODIFIED HEREIN, SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE TERM OF THIS AGREEMENT AND SHALL BE INCORPORATED IN THIS AGREEMENT AS IF SET FORTH HEREIN AT LENGTH.

ARTICLE VI

LEGAL AID

THE EMPLOYER WILL PROVIDE LEGAL AID TO ALL PERSONNEL COVERED BY THIS AGREEMENT PURSUANT TO LAW..

ARTICLE VII

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.

SENTED BY THE FBA BECAUSE OF MEMBERSHIP OR ACTIVITY IN THE FBA.
THE FBA OR ANY OF ITS AGENTS SHALL NOT INTIMIDATE OR COERCE EMPLOYEES
INTO MEMBERSHIP. NEITHER THE EMPLOYER NOR THE FBA SHALL DISCRIMINATE
AGAINST ANY EMPLOYEE BECAUSE OF RACE, CREED, COLOR, AGE, SEX OR
NATIONAL ORIGIN.

ARTICLE VIII

SAVINGS CLAUSE

IN THE EVENT THAT ANY FEDERAL OR STATE LEGISLATION,
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 IX

HOURS OF WORK AND OVERTIME

SECTION 1.

THE WORK DAY SHALL CONSIST OF EIGHT HOURS. THE WORK
WEEK SHALL CONSIST OF FORTY HOURS PER WEEK.

SECTION 2.

IT IS UNDERSTOOD THAT THE PRESENT TEN-MINUTES EARLY
REPORTING TIME AND TEN MINUTES EARLY LEAVING AT THE END OF THE
SHIFT SHALL BE CONTINUED PURSUANT TO THE PRESENT POLICY OF THE
DEPARTMENT AND FURTHER THAT THE PRESENT POLICY OF WORKING ONE HALF
HOUR BEYOND THE END OF THE SHIFT WITHOUT PAY SHALL BE CONTINUED

SUBJECT TO THE RIGHTS OF BOTH PARTIES TO REVIEW AND DISCUSS THESE PRINCIPLES.

ALL OVERTIME BEYOND THE FIRST ONE HALF HOUR SHALL BE PAID AT REGULAR STRAIGHT TIME EARNINGS RATE. ALL OVERTIME IS TO BE PAID IMMEDIATELY AS ACCUMULATED WITHIN A REASONABLE TIME.

SECTION 3.

EMPLOYEES WHO ARE REQUIRED TO REMAIN ON TELEPHONE STANDBY SHALL BE PAID AT THE RATE OF ONE HOUR FOR EACH TWO HOURS OF STANDBY TIME REQUIRED BY THE EMPLOYER.

ARTICLE X

DURATION

THIS AGREEMENT SHALL BECOME EFFECTIVE ON JANUARY 1, 1973 AND SHALL TERMINATE ON DECEMBER 31, 1973. IF EITHER PARTY DESIRES TO CHANGE THIS AGREEMENT IT SHALL NOTIFY THE OTHER PARTY IN WRITING AT LEAST 30 DAYS BEFORE THE EXPIRATION OF THIS AGREEMENT OF THE PROPOSED CHANGES AND THEIR DESIRES TO TERMINATE THIS AGREEMENT. IF NOTICE IS NOT GIVEN AS HEREIN STATED, THIS AGREEMENT SHALL AUTOMATICALLY BE RENEWED FOR ANOTHER YEAR.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO AFFIXED THEIR SIGNATURES.

ATTEST:

By Gladius J. Batchelore

BOROUGH OF WATCHUNG

By Kenneth D. Schmitt

ATTEST:

By J. H. Both

NEW JERSEY STATE PBA
WATCHUNG LOCAL #193

By Donald Zuzewer

SCHEDULE A

PATROLMEN - FIRST YEAR	\$ 8,800
SECOND YEAR	10,350
THIRD YEAR	11,300
FOURTH YEAR	11,550
SERGEANTS	12,100
LIEUTENANTS	12,800