

3-0020

09-07

72-73

RESOLUTION

BY COUNCILMAN BURNS:

WHEREAS, the Town of Kearny has negotiated a Contract with the employees of the Kearny Police Department represented by the P.B.A. Local # 21; and

WHEREAS, the terms of the Agreement, a copy of which is attached hereto and made a part hereof, are mutually agreeable to the Town of Kearny and the P.B.A. Local # 21.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Kearny, in the County of Hudson that, pursuant to the statute in such case made and provided, the Agreement between the Town of Kearny and the P.B.A. Local # 21, a copy of which is attached hereto and made part hereof be and it is hereby approved.

BE IT FURTHER RESOLVED that the Mayor of the Town of Kearny be and he is hereby authorized to sign said Agreement and the Town Clerk be and he is hereby authorized to affix the corporate seal of the Town of Kearny thereto, and to forward same to the New Jersey Public Employment Relations Commission in accordance with New Jersey Statutes.

ADOPTED: October 4th, 1972.

I certify that the foregoing Resolution was adopted by the Council on October 4th, 1972.

*Stewart C. Cohen*  
TOWN CLERK OF KEARNY

I hereby approve the foregoing Resolution this 4th day of October, 1972.

*Anthony J. Casella*  
MAYOR OF KEARNY

This general agreement made and entered into on this 4<sup>th</sup> day of October, 1972, by and between the TOWN OF KEARNY, a municipality in the County of Hudson, State of New Jersey, hereinafter referred to as the "Employer" and KEARNY POLICEMENS BENEVOLENT ASSOCIATION, Local 21, hereinafter referred to as the "Union".

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment;

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

ARTICLE I  
RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Employer hereby recognizes the Union as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article 1, Section 2, herein for the purposes of collective bargaining and all activities and processes relative thereto.

Section 2. The bargaining unit shall consist of all sworn employees or members of the Police Department of the Town of Kearny, New Jersey, now employed or hereafter employed, except the Police Chief and Deputy Chiefs.

Section 3. This agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 4. This agreement shall be binding upon the parties hereto, and their successors. .

ARTICLE II  
COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designee, and the President of the Union, or his designee, shall be the respective bargaining agents for the parties.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. Employees of the Employer who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments.

Section 4. Ordinarily, not more than nine (9) additional representatives of each party shall participate in collective bargaining meetings.

ARTICLE III  
CONDUCTING UNION BUSINESS

Section 1. The Employer shall permit members of the Union Grievance Committee (not to exceed three (3) ) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein,

during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

Section 2. The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only three (3) members of such Committee shall be permitted to attend such meetings without loss of pay each for a maximum of four (4) meetings.

Section 3. The Employer agrees to grant the necessary time off without loss of pay to the members of the Union selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

Section 4. The Employer shall grant time off without loss of pay to the President of the Union and the Legislative Delegate to the N. J. State P.B.A. or their designees to conduct P.B.A. business and to attend State P.B.A. functions which require their attendance. The Employer further agrees that the said officials shall be granted time off without loss of pay to attend, in an official capacity as representatives of Kearny P.B.A. Local 21, funerals for police officers who have given their lives in the course of their duties as police officers.

#### ARTICLE IV DISCRIMINATION AND COERCION

There shall be no discrimination, interference or

coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color or national origin.

ARTICLE V  
PAY TREATMENT FOR EXTENDED ILLNESS

Section 1. The Employer agrees to pay employees at their regular rate of pay during periods of disability due to illness, injury or recuperation therefrom for a maximum period of one year from the date of such disability, provided such employee is incapable of performing his duties as a police officer and that such disability is established by a competent physician.

Section 2. The Employer retains the right to extend this period of payment for disability due to illness or injury beyond one year at its own discretion.

Section 3. The Employer may require at any time during the period of such extended disability as described in Section 2., above, that the employee be examined by a physician selected by the Employer for such purpose.

Section 4. In the event a disagreement arises with respect to the existence or extent of the disability, such issue shall be determined by a physician agreed to by and between both of the parties to this agreement; i.e., the Employer and the Union.

ARTICLE VI  
UNION SECURITY

Insofar as permitted by law, the Employer agrees to deduct from the pay of all employees of the Police Department initiation fees, dues and assessments as required by the P.B.A. By-Laws and other Union rules and regulations duly enacted. All such deductions shall be paid over to the properly designated Union official monthly on a regularly recurring basis.

ARTICLE VII  
MANAGEMENT OF TOWN AFFAIRS

The Union recognizes that areas of responsibility must be reserved to the Employer of the local government as to serve the public effectively. Therefore, the right to manage the affairs of the Town and to direct the working forces and operations of the Town, subject to the limitations of this agreement, is vested in and retained by the Employer exclusively.

ARTICLE VIII  
HOURS

Section 1. The work day shall consist of not more than eight consecutive hours in a twenty-four hour period, except as mutually agreed to by the parties.

Section 2. The tours of duty shall continue as they are currently in force. Tour men shall work tours of four consecutive work days followed by two days off. All non-tour men shall work a regular five day week, or in accordance with the practice in effect as of this date.

ARTICLE IX  
OVERTIME

Section 1. The Employer agrees that overtime pay consisting

of time and one half shall be paid to all employees covered by this agreement for overtime work; i.e., hours worked in excess of the regular work day consisting of eight consecutive hours in a twenty-four hour period or hours worked on his regularly scheduled day off or during scheduled vacation periods.

Section 2. When an employee is required to work overtime for overtime pay, he shall be paid for a full hour for any portion of an hour worked at the prevailing overtime rate as set forth in Section 1, above.

Section 3. Employees who work overtime and are entitled to overtime pay as provided in Section 1 of this Article, shall be paid such overtime pay in the wages for the pay period next following the pay period when such overtime is worked.

#### ARTICLE X MUSTER TIME PAY ALLOWANCE

It is recognized that employees may be required for the purpose of muster at the commencement of a tour to report fifteen (15) minutes in advance of the tour starting time. In accordance with this recognition, overtime pay as provided for in Article IX entitled Overtime above shall not be paid for the fifteen minute muster time period, but each employee shall be paid for the year 1972 the sum of \$100.00 annually, and for the year 1973 the sum of \$150.00 annually, in addition to his regular pay and other benefits, which shall be known as muster time pay. Except for such muster time pay, all employees who work overtime shall be paid at the prevailing overtime rates as set forth in Article IX entitled Overtime.

ARTICLE XI  
MINIMUM PAY - CALL IN TIME

In the event an employee is called in to duty for other than his normal assignment or at times or on days during which he is not regularly scheduled for duty, he shall be paid overtime at the prevailing rate as set forth in Article IX entitled Overtime for all time worked during such period, but in no such case shall he be paid for less than two (2) hours at said overtime rate irrespective of actual time worked.

ARTICLE XII  
MINIMUM PAY - COURT OR  
OTHER APPEARANCES

In the event an employee is required to appear in any Court of this State, any other state or in any Federal Court or before any administrative tribunal or grand jury as a witness or otherwise at a time or on a day when said employee is not working or scheduled to work in connection with a matter arising out of his employment as a police officer, the employee shall be paid a minimum of two hours pay each day, as set forth in Article XI entitled Minimum Pay - Call in Time, above, at the prevailing overtime rate set forth in Article IX entitled Overtime, and a maximum of four (4) hours pay each day at the said prevailing overtime rate, irrespective of actual time in attendance before such Court or Tribunal.

ARTICLE XIII  
VACATION

Section 1. All employees covered by this Agreement who have completed three (3) or more years of service shall receive five (5) weeks vacation with pay annually. Such employees' entitlement shall be effective for the year during which the third year of employment is completed.

Section 2. All employees covered by this Agreement who have been employed for more than one (1) year but less than three (3) years shall receive fifteen calendar days of vacation with pay annually. Such employees' entitlement shall be effective for the year during which his first year is completed.

Section 3. All employees who have not concluded one (1) year's employment shall receive one day's vacation for each month of employment during the first calendar year of employment.

Section 4. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacations must be left to the Employer but the following conditions shall be observed in such scheduling:

(a) Employees desiring specific vacation periods during the months of January through June must request such vacation periods by January 1st. Employees desiring vacation periods during the months of July through September must request such vacation by March 15th and employees desiring vacation periods during the months of October through December must request such vacation by June 1st. Request for vacation

periods shall not be unreasonably denied and the employer shall approve or reject such request within a reasonable time after the time within which such request must be made in accordance with this contract. In determining the allocation of requested vacation periods, seniority in rank shall govern.

(b) No employee shall be permitted to take more than three (3) consecutive weeks of vacation at one time.

(c) Vacation period assignments during June, July and August shall be based exclusively upon seniority among the employees.

(d) No employee shall be assigned more than two (2) weeks vacation during June, July and August.

(e) Vacation periods shall be scheduled from January 1st through December 31st of each calendar year except that during the period December 15th through December 31st of each calendar year only one (1) superior officer (Sergeant, Lieutenant or Captain) and two (2) patrolmen shall be permitted to take vacation during each week of such period and the selection of the superior officers and patrolmen shall be based upon seniority, as a superior officer or as a patrolman, which shall rotate from year to year; i.e., an eligible police officer (superior officer or patrolman) shall not be permitted to take more than one week vacation during this period, December 15th through December 31st, until all other superior officers and patrolmen have been given an option to take such vacation period and have taken such option or refused such option.

#### ARTICLE XIV PERSONAL DAYS

All employees covered by this agreement shall be entitled to three (3) days off as personal days off in single days or any combination of consecutive days totalling three days provided, however, that:

(a) Such days shall be charged as vacation days;

(b) notice is given of such personal day or days off at least 72 hours in advance of the day or days off except in cases of emergency where 72 hours' notice cannot be given and in such emergency cases maximum notice possible under the circumstances shall be given unless in extreme emergencies, no notice can be given.

(c) such personal days off shall not precede or

succeed regular days off except in cases of emergency.

ARTICLE XV  
DEATH IN FAMILY

The Employer agrees that all employees covered by this contract shall be permitted bereavement leave with pay not to exceed four calendar days beginning with the date of death of spouses, children, brothers, sisters, mothers, fathers, mothers-in-law or father-in-law, grandparents of employee or spouse, or any member of employee's household.

ARTICLE XVI  
HOLIDAYS

Section 1. The following shall be recognized as paid holidays under this Agreement for the year 1972:

New Years Day	Election Day (General)
Easter Sunday	Veterans' Day
Memorial Day	Thanksgiving Day
July 4th (Independence Day)	Christmas Day
Labor Day	Employee's Birthday

Section 2. The following shall be recognized as paid holidays under this Agreement for the year 1973:

New Years Day	Labor Day
Washington's Birthday	Election Day (General)
Lincoln's Birthday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
July 4th (Independence Day)	Employee's Birthday

Section 3. It is recognized by both parties that employees of the Police Department may not by reason of Departmental business enjoy the aforesaid holidays, except the employee's birthday as set forth in Section 4, by not working on those dates. Therefore, in lieu of the holiday itself, such

employee will receive a full day's pay. In the event any of the aforesaid allowed paid holidays falls on a non-duty day, said holiday shall be deemed to have fallen on the next scheduled working day.

Section 4. Each employee may observe his birthday by not working on such day after having given seventy two (72) hours notice and in such case shall be paid for such day at his regular rate of pay. In the event an employee's birthday falls on a day upon which the employee is not scheduled to work, he may observe such holiday after notice on the next work day after the date upon which his birthday falls. In the event the employee elects to work on his birthday, the employee shall be paid for his birthday in the same manner as other holidays.

ARTICLE XVII  
HOSPITAL, MEDICAL AND  
LIFE INSURANCE

Section 1. The Employer agrees to provide, at no cost to the employee, full Blue Cross and Blue Shield coverage, including Rider "J", for all employees and their dependents as defined under the respective policies of insurance. The Employer also agrees to provide major medical insurance to all employees and their dependents.

Section 2. The Employer further agrees to provide, at no cost, to all retired employees who have been, prior to retirement, employees covered by this Agreement, full Blue Cross and Blue Shield coverage, including Rider "J" benefits and major medical insurance for a period of five (5) years after retirement provided, however, that during such five (5) year period the retired employee is not otherwise covered for such insurance by another employer or is not covered by Medicare.

Section 3. The Employer agrees to provide, at no expense to the Employees, a Four Thousand Dollar (\$4,000.00) Life

Insurance Policy for all employees covered by this Agreement.

ARTICLE XVIII  
CLOTHING ALLOWANCE

Section 1. A clothing allowance in the amount of \$250.00 shall be paid for the year 1972 by the Town of Kearny to all employees covered by this Agreement.

Section 2. A clothing allowance in the amount of \$300.00 per year commencing during the year 1973 shall be paid by the Town of Kearny to all employees covered by this Agreement.

ARTICLE XIX  
LIABILITY INSURANCE

The Employer agrees to provide liability insurance coverage in an adequate sum covering its employees who are covered by this Agreement during the performance of their duties.

ARTICLE XX  
BULLETIN BOARD

The Employer shall permit the Union reasonable use of all Bulletin Boards located in the respective Police facilities for posting notices concerning Union business and activities, but no such notices shall contain salacious, inflammatory or anonymous material.

ARTICLE XXI  
PENSIONS

The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XXII  
VACANCIES

Section 1. In the event of vacancies in the ranks of Captain, Lieutenant and Sergeant, due to retirement, death, discharge, promotion or voluntary severance from the Department, such vacancies shall be filled within sixty (60) days of the

effective date from the existing Civil Service lists.

Section 2. If no Civil Service list for each of the ranks enumerated in Section 1. above exists at the time of the vacancy, the Employer shall request or call for such test within thirty days of the effective date of the vacancy and such vacancy shall be filled within thirty days of the promulgation of a list resulting from the said test.

Section 3. The Town reserves the right to create a table of organization of Police Department personnel by ordinance which shall set forth the number of Captains, Lieutenants and Sergeants that the Police Department shall have in its force. The Town also reserves the right to amend such table of organization as it deems necessary to so do in the best interests of the Town of Kearny.

Section 4. Where vacancies in the ranks of Captain or Lieutenant are filled pursuant to Section 1 and Section 2 of this Article, vacancies created in lower rank, by reason of such filling of vacancies, shall be filled from existent Civil Service lists for such lower ranks simultaneously with the filling of vacancies in the higher ranks.

ARTICLE XXIII  
DISCHARGE OR SUSPENSION

No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled "Grievance Procedure" and "Arbitration".

ARTICLE XXIV  
GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect

to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. Complaints may be initiated by an individual employee to the Police Chief or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Union representative.

Section 3. When the Union wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the Union or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Chief or his duly designated representative. The Police Chief shall answer the grievance orally within five (5) days.

Step 2. If the grievance is not resolved at Step 1, or no answer has been received by the Union within the time set forth in Step 1, the grievance may be presented in writing to the Mayor and Town Council. The final decision of the Mayor and Town Council shall be given to the Union in writing within fourteen (14) days after the receipt of the grievance by the Mayor and Town Council.

Section 4. If the grievance has not been settled by the parties at Step 2 of the Grievance Procedure or if no answer in writing by the Mayor and Town Council has been received by the Union within the time provided in Step 2, the Union may demand arbitration of the grievance in accordance with

Article XXV, Arbitration, hereinafter set forth.

Section 5. Nothing herein is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey.

ARTICLE XXV  
ARBITRATION

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in Rule 19:12-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

Section 3. The decision of the Arbitrator shall be in writing and shall include the reasons for such finding and conclusion.

Section 4. The decisions of the Arbitrator shall be final and binding on the Union and the Employer.

Section 5. Where an Employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.

Section 6. In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be shared by both parties and each of the parties shall bear its own costs.

ARTICLE XXVI  
WAGES

Section 1. The following salary schedule shall be effective for the period commencing January 1, 1972 and ending December 31, 1972 and salaries shall be paid in accordance therewith:

<u>Rank</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
Captain	\$14,296.00			
Lieutenant	12,997.00			
Sergeant	11,816.00			
Patrolman	9,643.00	\$10,149.00	\$10,346.00	\$10,550.00

Section 2. The following salary schedule shall be effective for the period commencing January 1, 1973 and ending December 31, 1973, subject to increase by the provisions set forth in Section 3 below, and salaries shall be paid in accordance with

the said schedule or as increased pursuant to the provisions of Section 3 below:

<u>Rank</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
Captain	\$15,412.00			
Lieutenant	14,011.00			
Sergeant	12,738.00			
Patrolman	10,125.00	\$10,657.00	\$10,864.00	\$11,077.00

Section 3. (a) In the event that the percentage increase for the calendar year 1972; i.e., from December 31, 1971 to December 31, 1972 in the Consumers Price Index (1967 = 100) for the Urban Wage Earners and Clerical Workers, New York and Northeastern New Jersey Areas, published by the Bureau of Labor Statistics of the U. S. Department of Labor exceeds five percent (5%), then the salaries for 1973 as set forth in Section 2 of this Article shall be increased by the percentage increase in excess of such increase of five percent (5%) as set forth and published in the aforesaid Consumers Price Index. The increase in salary, if any, required to be paid by reason of the increase in the said Consumers Price Index above five percent (5%) shall be effective as of January 1, 1973 and shall be retroactive thereto in the event the percentage increase is published after January 1, 1973 by the Bureau of Labor Statistics of the U. S. Department of Labor. Such increase, if any, shall be added to the basic salaries of the employees as set forth in Section 2 of this Article and shall be used in computation of straight time and overtime earnings in the same manner as scheduled salaries are used in any such computation.

(b) In the event the aforesaid Consumer Price Index is not published until after January 1, 1972, then any increase in salary required to be paid pursuant to subsection (a) above, shall be added to the wages of the employees on the next payday after publication of the said Consumer Price Index together with any retroactive pay based upon said increase.

(c) In the event the increase in the said Consumer Price Index is less than five percent (5%) or there is no increase or there is a decrease in said Index, there shall be no decrease in the 1973 salaries for the employees covered under this Agreement as set forth in the salary schedule for the year 1973 in Section 2 of this Article.

(d) If the Bureau of Labor Statistics Consumer Price Index, as described above, in its present form and calculated on the same basis, shall be revised therefrom or discontinued, then either party shall request the Bureau of Labor Statistics, U. S. Department of Labor, to provide or make available a Bureau of Labor Statistics Consumer Price Index in its present form for the appropriate date or dates and calculated on the same basis for the purpose of determining the cost of living increase for the year 1972, and the parties shall be bound by such Consumer Price Index. If such Consumer Price Index is not provided by the Bureau of Labor Statistics within 30 days of such request, then the parties shall meet and negotiate the subject of wage increases for the year 1973 in excess of five percent (5%) forthwith. Notwithstanding such negotiations, employees covered under this Agreement

shall receive as salary for the year 1973 no less than the salaries set forth in Section 2 of this Article.

(e) For the purpose of clarifying the method of computing the percentage increase in the Consumer Price Index as referred to in subsection (a) of this article, the following is an example:

1. Assume the CPI for the month of December, 1971 is 128.0 and the CPI for the month of December, 1972 is 134.8,

2. The formula for computing the percentage increase is as follows:

$$\frac{134.8 - 128.0}{128.0} \times 100 = \text{percentage increase}$$

3. The percentage increase in the CPI for the year 1972 then would be 5.31%.

Section 4. Each police officer serving as a detective shall receive in addition to his wages as set forth in Sections 1 and 2 of this Article above, the following increment:

Patrolman	\$300.00
Sergeant	310.00
Lieutenant	325.00
Captain	350.00

#### ARTICLE XXVII LONGEVITY

Section 1. Effective January 1, 1972, each employee covered by this Agreement shall be paid in addition to the rates of pay set forth in Article XXVI herein, a longevity increment based upon years of service with the Kearny Police Department in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE OF SALARY</u>
5 to 9	1-1/2
10 to 14	3
15 to 19	4-1/2
20 to 24	6
25 and over	7-1/2

Section 2. Effective January 1, 1973, each employee covered by this Agreement shall be paid in addition to the rates of

pay set forth in Article XXVI herein, a longevity increment based upon years of service with the Kearny Police Department in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE OF SALARY</u>
5 to 9	2
10 to 14	4
15 to 19	6
20 to 24	8
25 and over	10

Section 3. Each employee shall qualify for the longevity increment on the 1st day of January of the year in which the anniversary of his employment falls and such longevity shall be due and payable on the 1st day of January of the calendar year in which his anniversary date falls and thereafter on January 1st of each successive year.

ARTICLE XXVIII  
PARITY

There shall be parity between employees of the Police Department and Fire Department of the Town of Kearny as to wages and other fiscal benefits received during the calendar years 1972 and 1973. In the event employees of the Fire Department receive increases in fiscal benefits consisting of wages, hours or other benefits of a monetary value for the calendar years 1972 and 1973 in excess of the increases granted hereunder to the Kearny Police Department for the calendar years 1972 and 1973, the employees covered under this Agreement shall receive from the Employer an amount equivalent to that excess paid to the employees of the Fire Department. Nothing in this Article shall be construed to cause a reduction in fiscal benefits as heretofore or hereinafter provided in this Agreement for the years 1972 and 1973.

ARTICLE XXIX  
WAGE AND OTHER BENEFIT RE-OPENER PROVISIONS

In the event that wage controls imposed by

Presidential Executive Order are removed completely or in part so as to eliminate the employees or unit of employees covered by this Agreement from such wage controls by September 15, 1972, then the Union herein may, at its option, demand that negotiations for wages and other fiscal benefits for the year 1973 be reopened and such negotiations shall commence within ten (10) days of such demand. In the event that the Union exercises its option and demands that the negotiations for wages and other fiscal benefits for the year 1973 be reopened, then and in that event no Agreement reached by the parties shall result in the employees covered under this contract receiving less in wages and other fiscal benefits than agreed to and provided for in this collective bargaining agreement between the parties.

ARTICLE XXX  
SCHEDULES FOR PAYMENT  
OF CERTAIN BENEFITS

The Employer shall pay certain of the contractual benefits required under this Agreement in accordance with the following schedule:

(a) Clothing allowance shall be paid in full on the first payday in May of each year.

(b) Payment for holidays shall be made on the third payday in June of each year as to one-half of the paid holidays and on the second payday in December of each year as to the remaining one-half of the paid holidays.

(c) Muster- time pay shall be paid on the first payday in September of each year.

(d) Longevity increments shall be paid on the

first day of January of each year.

(e) Retroactive payment of all fiscal benefits provided for under this Agreement for the year 1972, including but not limited to wages, minimum pay, overtime pay and the benefits scheduled for payment under this Article shall be paid as soon as possible after execution of this Agreement but no later than November 1, 1972 except that retroactive overtime pay shall be paid no later than December 1, 1972.

ARTICLE XXXI  
ACCESS TO PERSONNEL FILES

The Employer agrees to permit each employee full inspection and examination without restriction of his personnel file at least once during each calendar year upon request by the employee. The inspection shall take place in a private place provided by the Employer at reasonable hours during the day. The Employer may require that such inspection and examination take place in the presence of the Chief of Police or his designee and the employee may, at his option, have a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings or information contained in his personnel file.

ARTICLE XXXII  
DURATION

Section 1. This Agreement shall be in effect from the 1st day of January, 1972 to and including the 31st day of December, 1973.

Section 2. At least fifty (50) days prior to the expiration of this Agreement, the parties hereto agree to commence negotiations for a new Collective Bargaining Agreement.

ARTICLE XXXIII  
RETROACTIVITY

All agreements made herein relative to wages and

3-0000  
1-1-61

DOES

NOT CIRCULATE

This general agreement made and entered into on this  
1st day of June 1970, by and between the TOWN OF  
KEARNY, a municipality in the County of Hudson, State of New  
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to as the "Union".

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Section 3. This agreement shall govern all wages, hours and other  
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Section 4. This agreement shall be binding upon the parties hereto  
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ARTICLE II  
COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designee, and the President of the Union, or his designee, shall be the respective bargaining agents for the parties.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. Employees of the Employer who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments.

Section 4. Ordinarily, not more than nine (9) additional representatives of each party shall participate in collective bargaining meetings.

ARTICLE III  
CONDUCTING UNION BUSINESS  
ON EMPLOYER'S TIME

Section 1. The Employer shall permit members of the Union Grievance Committee (not to exceed three (3) ) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

Section 2. The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such

Committee shall be permitted to attend such meetings without loss of pay each for a period of three meetings.

Section 3. The Employer agrees to grant the necessary time off without loss of pay to the members of the Union selected as delegates to attend any State or National convention of the New Jersey Patrolmen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

#### ARTICLE IV DISCRIMINATION AND COERCION

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

#### ARTICLE V PAY TREATMENT FOR EXTENDED ILLNESS

Section 1. The Employer agrees to pay employees at their regular rate of pay during periods of disability due to illness, injury or recuperation therefrom for a maximum period of one year from the date of such disability, provided such employee is incapable of performing his duties as a police officer and that such disability is established by a competent physician.

Section 2. The Employer retains the right to extend this period of payment for disability due to illness or injury beyond one year at its own discretion.

Section 3. The Employer may require at any time during the period of such extended disability as described in Section 2., above, that the employee be examined by a physician selected by the Employer for such purpose.

Section 4. In the event a disagreement arises with respect to the existence or extent of the disability, such issue shall be determined by a physician agreed to by and between both of the parties to this agreement; i.e., the Employer and the Union.

ARTICLE VI  
UNION SECURITY

✓ Insofar as permitted by law, the Employer agrees to deduct from the pay of all employees of the Police Department initiation fees, dues and assessments as required by the P.B.A. By-Laws and other Union rules and regulations duly enacted. All such deductions shall be paid over to the properly designated Union official monthly on a regularly recurring basis.

ARTICLE VII  
MANAGEMENT OF TOWN AFFAIRS

The Union recognizes that areas of responsibility must be reserved to the Employer of the local government as to serve the public effectively. Therefore, the right to manage the affairs of the Town and to direct the working forces and operations of the Town, subject to the limitations of this agreement, is vested in and retained by the Employer, exclusively.

ARTICLE VIII  
HOURS

Section 1. The work day shall consist of not more than eight consecutive hours in a twenty-four hour period, except as mutually agreed to by the parties.

Section 2. The tours of duty shall continue as they are currently in force. Tour men shall work tours of four consecutive work days followed by two days off. All non-tour men shall work a regular five day week, or in accordance with the practice in effect as of this date.

ARTICLE IX  
OVERTIME

Section 1. The Employer agrees that overtime consisting of straight time shall be paid to all employees covered by this Agreement for hours worked in excess of the regular work day consisting of eight consecutive hours, except as hereinafter set forth.

Section 2. Employees who are assigned to the detective bureau as detectives shall not be paid overtime for hours in excess of eight hours unless such overtime is authorized by the Chief of the Department.

Section 3. It is recognized that employees may be required for the purpose of muster at the commencement of a tour to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a twenty minute period prior to the commencement of a tour or for a thirty minute period at the termination of a tour, but in the event an employee is required to report earlier than twenty minutes prior to the commencement of a tour or to remain beyond thirty minutes after the end of a tour, the employee shall be paid the overtime rate for all time worked in excess of the work day of eight consecutive hours.

Section 4. In the event an employee is called in to duty other than his normal assignment, he shall be paid overtime at straight time for all time worked during such period, but in no such case shall he be paid for less than two hours irrespective of actual time worked.

ARTICLE X  
VACATION

Section 1. All employees covered by this Agreement who have completed five (5) or more years of service shall receive five (5) weeks vacation with pay annually. Such employees' entitlement shall be effective for the year during which the fifth year of employment is completed.

Section 2. All employees covered by this Agreement who have been employed for more than one (1) year but less than five (5) years shall receive fifteen calendar days of vacation with pay annually. Such employees' entitlement shall be effective for the year during which his first year is completed.

Section 3. All employees who have not concluded one (1) year's employment shall receive one day's vacation for each month of employment during the first calendar year of employment.

Section 4. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacations must be left to the Employer but the following conditions shall be observed in such scheduling:

(a) No employee shall be permitted to take more than three (3) consecutive weeks of vacation at one time.

(b) Vacation period assignments during June, July and August shall be based exclusively upon seniority among the employees.

(c) No employee shall be assigned more than two (2) weeks vacation during June, July and August.

ARTICLE XI  
DEATH IN FAMILY

The Employer agrees that all employees covered by this contract shall be permitted bereavement leave with pay not to

exceed four calendar days beginning with the date of death of spouses, children, brothers, sisters, mothers, fathers, mothers-in-law or fathers-in-law.

ARTICLE XII  
HOLIDAYS

Section 1. The following shall be recognized as paid holidays under this Agreement:

New Years Day	July 4th (Independence Day)
Easter Sunday	Labor Day
Memorial Day	Thanksgiving Day
Election Day	Christmas Day

Section 2. It is recognized by both parties that employees of the Police Department may not by reason of Departmental business enjoy the aforesaid holidays by not working on those dates. Therefore, in lieu of the holiday itself, such employee will receive a full day's pay. In the event any of the aforesaid allowed paid holidays falls on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

ARTICLE XIII  
HOSPITAL AND MEDICAL LIFE INSURANCE

Section 1. The Employer agrees to provide, at no cost to the employee, full Blue Cross and Blue Shield coverage, including Rider "J" for all employees and their dependents as defined under the respective policies of insurance. Employer also agrees to provide major medical insurance to all employees and their dependents.

Section 2. The Employer agrees to provide, at no expense to the Employees, a Four Thousand Dollar (\$4,000.00) Life Insurance Policy for all employees covered by this Agreement.

ARTICLE XIV  
CLOTHING ALLOWANCE

A clothing allowance in the amount of \$150.00 per year shall be paid by the Town of Kearny to all employees covered by this Agreement.

ARTICLE XV  
LIABILITY INSURANCE

The Employer agrees to provide liability insurance coverage in an adequate sum covering its employees who are covered by this Agreement during the performance of their duties.

ARTICLE XVI  
BULLETIN BOARD

Employer shall permit the Union reasonable use of all Bulletin Boards located in the respective Police facilities for posting notices concerning Union business and activities, but no such notices shall contain salacious, inflammatory or anonymous material.

ARTICLE XVII  
PENSIONS

The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XVIII  
VACANCIES

Section 1. In the event of vacancies in the ranks of Captain, Lieutenant and Sergeant, due to retirement, death, discharge, promotion or voluntary severance from the Department, such vacancies shall be filled within sixty (60) days of the effective date from the existing Civil Service lists.

Section 2. If no Civil Service list for each of the ranks enumerated in Section 1. above exists at the time of the vacancy, the Employer shall request or call for such test within thirty days of the effective date of the vacancy and such vacancy shall be filled within thirty days of the promulgation of a list

resulting from the said test.

Section 3. The Town reserves the right to create a table of organization of Police Department personnel by ordinance which shall set forth the number of Captains, Lieutenants and Sergeants that the Police Department shall have in its force. The Town also reserves the right to amend such table of organization as it deems necessary to so do in the best interests of the Town of Kearny.

ARTICLE XIX  
DISCHARGE OR SUSPENSION

No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled "Grievance Procedure" and "Arbitration".

ARTICLE XX  
GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expedition and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. Complaints may be initiated by an individual employee to the Police Chief or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Union representative.

Section 3. When the Union wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

*This is not a step of grievance it is a complaint*

Step 1. The President of the Union or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Chief or his duly designated representative. The Police Chief shall answer the grievance orally within five (5) days.

Step 2. If the grievance is not resolved at Step 1 or if no answer has been received by the Union within the time set forth in Step 1., the Union shall present the grievance within ten days in writing to the Police Committee. This presentation shall set forth the position of the Union, and at the request of either party, discussions may ensue. The Police Committee shall answer the grievance in writing within ten (10) days after receipt of the grievance setting forth the position of the Employer.

Step 3. If the grievance is not resolved at Step 2, or no answer has been received by the Union within the time set forth in Step 2, the grievance may be presented in writing to the Mayor and Town Council. The final decision of the Mayor and Town Council shall be given to the Union in writing within fourteen (14) days after the receipt of the grievance by the Mayor and Town Council.

Section 4. If the grievance has not been settled by the parties at Step 3 of the Grievance Procedure or if no answer in writing by the Mayor and Town Council has been received by the Union within the time provided in Step 3, the Union may demand arbitration of the grievance in accordance with Article XXI Arbitration hereinafter set forth.

Section 5. Nothing herein is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey.

ARTICLE XXI  
ARBITRATION

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in Rule 19:12-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

Section 3. The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Section 4. The decisions of the Arbitrator shall be final and binding on the Union and the Employer.

Section 5. Where an Employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.

Section 6. In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the

selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated.

The cost of the arbitrator's services, if any, shall be shared by both parties and each of the parties shall bear its own costs.

ARTICLE XXII  
WAGES

Section 1. The following salary schedule shall be effective for the period commencing January 1, 1970 through December 31, 1970:

<u>CLASSIFICATION</u>	<u>1st YEAR</u>	<u>2nd YEAR</u>	<u>3rd YEAR</u>	<u>4th YEAR</u>
Captain	\$11,055.00	\$11,417.00	\$11,666.00	\$11,922.00
Lieutenant	10,295.00	10,596.00	10,817.00	11,055.00
Sergeant	9,600.00	9,878.00	10,083.00	10,295.00
Patrolman	8,640.00	9,221.00	9,407.00	9,600.00

Section 2. The following salary schedule shall be effective for the period commencing January 1, 1971 through December 31, 1971:

<u>CLASSIFICATION</u>	<u>1st YEAR</u>	<u>2nd YEAR</u>	<u>3rd YEAR</u>	<u>4th YEAR</u>
Captain	\$11,604.00	\$12,040.00	\$12,289.00	\$12,545.00
Lieutenant	10,795.00	11,145.00	11,371.00	11,604.00
Sergeant	10,000.00	10,378.00	10,583.00	10,795.00
Patrolman	9,140.00	9,620.00	9,807.00	10,000.00

Section 3. When an employee is promoted to a higher rank, he shall be paid the next higher salary in the rank to which he is promoted as has heretofore been the practice and in accordance with the schedule of salaries set forth above. Thus, an employee at the 4th year pay level upon promotion shall be paid the second year salary of the rank to which he is promoted and an employee in the 1st, 2nd or 3rd year pay level upon promotion shall be paid the 1st year salary of the rank to which he is promoted.

Section 4. Each police officer serving as a detective shall receive in addition to his wages as set forth in Sections 1 and 2 of Article XXII above, the following increment:

Patrolman	\$300.00
Sergeant	310.00
Lieutenant	325.00
Captain	350.00

ARTICLE XXIII  
LONGEVITY

Section 1. Effective January 1, 1970, each employee covered by this Agreement shall be paid in addition to the rates of pay set

forth in Article XXII herein, a longevity increment based upon years of service with the Kearny Police Department in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
5 to 9	1/2
10 to 14	1
15 to 19	1-1/2
20 to 24	2
25 and over	2-1/2

Section 2. Effective January 1, 1971, each employee covered by this Agreement shall be paid in addition to the rates of pay set forth in Article XXII herein, a longevity increment based upon years of service with the Kearny Police Department in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
5 to 9	1
10 to 14	2
15 to 19	3
20 to 24	4
25 and over	5

Section 3. Each employee shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be due and payable in the year in which his anniversary date falls.

#### ARTICLE XXIV PARITY

There shall be parity between employees of the Police Department and Fire Department of the Town of Kearny as to wages and other fiscal benefits received during the calendar years 1970 and 1971. In the event employees of the Fire Department receive increases in fiscal benefits consisting of wages, hours or other benefits of a monetary value for the calendar years 1970 and 1971 in excess of the increases granted hereunder to the Kearny Police Department for the calendar years 1970 and 1971, the employees covered under this Agreement shall receive from the employer an amount equivalent to that excess paid to the employees of the Fire Department. Nothing in this Article shall be construed to cause a reduction in fiscal benefits as heretofore or hereinafter provided in this Agreement for the years 1970 and 1971.

ARTICLE XXV  
DURATION

Section 1. This Agreement shall be in effect from the 1st day of January, 1970 to and including the 31st day of December, 1971.

Section 2. At least fifty (50) days prior to the expiration of this Agreement, the parties hereto agree to commence negotiations for a new Collective Bargaining Agreement.

ARTICLE XXVI  
RETROACTIVITY

All agreements made herein relative to wages and other fiscal benefits as agreed upon subsequent to January 1, 1970 shall be retroactive to January 1, 1970.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this fourth day of June 1970.

TOWN OF KEARNY

ATTEST:

Stewart Cadden  
Town Clerk

BY Anthony Cavalier  
ANTHONY CAVALIER, MAYOR

KEARNY LOCAL 21, PATROLMEN'S  
BENEVOLENT ASSOCIATION

BY Charles V. Gurkas  
CHARLES GURKAS, PRESIDENT