

1972-3 JERSEY CITY POLICE SUPERIOR OFFICERS CONTRACT

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RUTGERS UNIVERSITY

1972 JERSEY CITY POLICE SUPERIOR OFFICERS AGREEMENT

THIS AGREEMENT made and entered into this 27th day of June, 1972, by and between the City of Jersey City, hereinafter known and designated as the "CITY" and the Jersey City Police Superior Officers Association, Inc. hereinafter known and designated as the "ASSOCIATION" on behalf of all policemen of the rank of Sergeant and higher in the Jersey City Police Department, hereinafter known and designated as "EMPLOYEES."

INTRODUCTORY STATEMENT

The within Agreement is made to effectuate the policy of Chapter 303 of the 1968 Laws of New Jersey, R.S.Cum. Suppl. 34:13A-1, et seq., (hereinafter known and designated as Chapter 303) and to formalize agreements reached through negotiations conducted in good faith between the City and the Association with respect to grievances and terms and conditions of employment.

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the Association to the end that continuous and efficient service will be rendered to the citizens of Jersey City, this Agreement is created.

NOW THEREFORE, IT is agreed as follows:

ARTICLE I-ASSOCIATION RECOGNITION

Section 1. The City hereby recognizes the Association as the sole and exclusive representative of all Employees who hold the rank of Sergeant or higher in the Jersey City Police Department for the purpose of bargaining with respect to rates of pay, wages, hours of work and all other working conditions.

ANNEX 11

MAINTENANCE OF STANDARDS

Section 1. All conditions of employment relating to wages, hours of work and general working conditions presently in effect for Employees shall be maintained at not less than the standards now in effect, unless changed by Article X of this agreement. Conditions of employment shall be improved wherever specific provisions for improvement are made in this Agreement.

ARTICLE III

ASSOCIATION PRIVILEGES

Section 1. Authorized representatives of the Association, not to exceed three (3) in number at any time, shall be permitted to visit the Police Headquarters, or any Police Department facility, or the office of the Police Director for the purpose of ascertaining whether this Agreement is being observed. This right shall be exercised reasonably. Upon entering the premises, the authorized representative(s) of the Association shall notify the Unit Commander, or in his absence, his authorized representative. Association representatives shall not interfere with the normal conduct of work within the Police Department.

Section 2. The President of the Association, or in his absence, his authorized representative, although his first obligation is to perform the duties of his rank, shall be excused from all duties and assignments when required and whenever practicable in order to discharge his duties as representative of the Association.

Section 3. During negotiations, Association representatives, so authorized by the Association, not to exceed five (5) in number, shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary.

Section 4. If funds become available for additional salary increases and/or other benefits during the life of this contract, such increases and/or benefits may be negotiated and included in this contract by agreement of both parties.

Section 4. Employees, not to exceed nine (9) in number, who are elected or appointed officers, delegates, trustees and/or alternates of the Association, shall be granted time off from normal duties with full pay, to attend conventions authorized by State Law or by the Director of Police.

Section 5. Two (2) Employees, designated by the Association, shall be granted time off from their normal duties, at full pay, to attend sessions of the New Jersey Legislature and the Municipal Council of Jersey City, provided police operations are not impeded by same.

Section 6. Employees who are officers, delegates, trustees and/or alternates of the Association, not to exceed nine(9) in number, shall be excused from duty for Regular and Special Meetings of the Association as long as the Police Department operations are not impeded:

ARTICLE IV

RETENTION OF CIVIL RIGHTS

Section 1. Employees shall retain all Civil Rights under New Jersey State Law and under Federal Law.

ARTICLE V

RETIREMENT AND PENSION RIGHTS

Section 1. Employees shall retain all Retirement and Pension Rights under New Jersey Law and under Ordinances of the City of Jersey City.

ARTICLE VI

LEAVES OF ABSENCE

Section 1. Upon request of an Employee, a Leave of Absence, without pay, may be granted to any Employee who has been employed for a period of ninety (90) days. Said Leave shall not be arbitrarily or unreasonably denied or withheld.

ARTICLE VII

DUES CHECK-OFF

Section 1. Upon receipt of written authorization from an Employee, the City agrees to deduct from said Employee's pay, Association Dues and Assessments and once a month the City shall remit the monies thus collected to the Financial Secretary of the Association..

ARTICLE VIII

AGENCY SHOP

Section 1. Whenever an Employee, who is within the class of Employees represented by the Association, fails to become a member of the Association or relinquishes Association membership, he shall pay to the Association a monthly Service Fee equal to the monthly Association membership dues, in return for the various services provided for him by the Association.

Section 2. The Association agrees that it will have the sole and exclusive responsibility for the collection of such Service Fees, and that the payment of such Fees shall not be a condition of employment.

Section 3. The Association agrees to indemnify and hold harmless the City from any causes of action, claims, loss or damages incurred as a result of this Article.

ARTICLE IX

MANAGEMENT RIGHTS

Section 1. The Police Department shall have complete control of the management and direction of its work force and the use of its facilities and shall not be interfered with by the Association or its representatives in the exercise of such control, subject to the terms and conditions of this Agreement.

Section 2. The City shall not discharge nor discriminate in any way against any Employee for Association activities or for Association membership, as long as such activity or membership does not interfere with the normal operation of the Police Department, subject to the terms and conditions of this Agreement.

Section 3. The rights of both the City and of Employees shall be respected. The provisions set forth in this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

ARTICLE X

ASSOCIATION NOTIFICATION

Section 1. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the duly authorized representatives of the Association before they are established.

ARTICLE XI

WORKDAY AND WORKWEEK

Section 1. The normal Workday and normal Workweek of Employees shall be the same as presently existing.

ARTICLE XII

VACATIONS

Section 1. Annual Vacations shall be granted strictly in accordance with seniority within the Police Department.

Section 2. Vacation periods shall begin January 1st, 1972 and shall continue through the entire year, subject to the conditions of this Article.

Section 3. The vacation period shall commence January 1st and continue until December 31st of each year. The vacation allowances shall be as follows:

Up to the end of first calendar year - 1 work day each month
One year to end of five years - 25 work days
After five years - 30 work days

Section 4. Vacations shall be granted according to the Vacation Schedule agreed upon between the City and the Association. Each Employee shall receive at least fifteen (15) working days of his Vacation during the period designated as the "Summer Season", if requested by the Employee. The City may require the balance of the Vacation to be taken at other times of the year designated as "Off-Season", providing that such Vacation must be granted in units of five (5) consecutive working days each.

Section 5. The Vacation entitlement of a retiring Employee shall be pro-rated, i.e., he shall be entitled to one twelfth (1/12) of his normal Vacation for each month of service or part thereof in the calendar year of his retirement, but in no case less than ten (10) Vacation Days.

ARTICLE XIII

INJURY AND SICK LEAVE

Section 1. If an Employee is incapacitated and unable to work because of any injury sustained in the performance of police duty, such Employee shall be entitled to Injury Leave with full pay during the period in which he is unable to perform his duties. Such Leave shall not exceed one (1) year for each injury and shall be determined by the Director of the Division of Medical Services and the Director of Police. Such leave shall not be arbitrarily

or unreasonably withheld.

Section 2. An Employee shall be granted Sick Leave without loss of pay whenever he is unable to work for reasons of health, up to one (1) year for each illness, pursuant to N.J. State Law 40:11-9, and all such Leave shall be determined by the Director of the Division of Medical Services and the Director of Police. Such Leave shall not be arbitrarily or unreasonably withheld.

ARTICLE XIV

INSURANCE, HEALTH AND WELFARE

Section 1. The City shall provide and maintain all Insurance coverage which is in force and effect at the present time, including False Arrest Insurance for one hundred thousand dollars (\$100,000.) per person and three hundred Thousand dollars (\$300,000.) per incident.

Section 2. The City shall provide Employees all necessary legal advice and counsel for the defense of or in the settlement of claims for personal injury, death, or property loss or damage arising out of, or in the course of, their employment. The City shall pay and satisfy all judgements against Employees for such claims.

Section 3. Employees shall receive fully paid Blue Cross and Blue Shield health insurance, with Rider "J" and Major Medical, to cover themselves and their dependents.

Section 4. The City will provide Life Insurance in the amount of twenty five hundred dollars' (\$2,500.) and Accidental Death and Dismemberment Insurance in the amount of twenty five hundred dollars (\$2,500.) for each Employee.

Section 5. The City shall provide Insurance coverage on Employees and their personal vehicles when said vehicles are used on recalls or when used otherwise in the scope of employment.

ARTICLE XV

EXCHANGE OF DAYS OFF OR HOURS OF DUTY

Section 1. The Police Department may grant the request of any Employee to exchange Hours of Duty or Day(s) Off with another consenting Employee of appropriate rank. Such requests shall be granted on a uniform basis with standard rules and regulations applying to all Employees making such requests. Such requests shall not be unreasonably or arbitrarily denied.

ARTICLE XVI

HOLIDAYS-COMPENSATORY TIME-OVERTIME

Section 1. In addition to all other Leaves set forth in this Agreement, each Employee shall receive ten (10) holidays, two of which shall be with pay and the remaining eight as compensatory days off. The two paid days shall be given in the first pay period in December of each year. Each Employee covered by this Agreement shall be entitled to these Days Off commencing January 1st, 1972.

Section 2. In addition to the Days Off mentioned in Section 1. of this Article, each Employee, with the exception of Police Sergeants and Police Lieutenants, shall be entitled to Compensatory Time off for all time spent on duty beyond normal working hours or beyond the normal workweek, hereinafter designated as "OVERTIME." For the purposes of this Section, all court appearances (Municipal and others), all Grand Jury hearings of any public agencies shall be considered as Overtime if these appearances are made beyond the normal work day. In computing Overtime, any fraction or part of any hour shall constitute a full hour of Compensatory Time. Whenever an Employee is recalled to duty he shall be entitled to a minimum of four (4) hours of Compensatory Time. Police Sergeants and Police Lieutenants shall receive pay at straight time rates for all overtime work mentioned herein.

Section 3. An accurate record will be maintained by each Unit Commander of all Compensatory Time due Employees under his command. A book, to be designated as the "Compensatory Time Book", will be kept by each Unit for this purpose. It shall be the responsibility of each individual Employee to see to it that any Compensatory Time due him is properly entered into said Book. If an appropriate entry in the Compensatory Time Book is not made within thirty (30) calendar days after Overtime is worked, the Compensatory Time in that instance shall be forfeited and no further claim for it may be made by an Employee. When the Compensatory Time Book is first put into use, an agreement will be reached by each Employee and his Unit Commander as to how much Compensatory Time is due said Employee. The agreed upon amount of Compensatory Time will be entered in the Compensatory Time Book and will serve as the starting point for said Employee's Compensatory Time entitlement. Once agreed upon and entered into the Compensatory Time Book, no changes shall be permitted.

Section 4. Requests for Compensatory Time off shall be made in writing by Employees at least five (5) calendar days before the date(s) requested. The City shall be under no obligation to grant requests upon less notice. Valid requests for Compensatory Time Off shall not be arbitrarily or unreasonably denied.

Section 5. The City may, at its sole option, at any time be relieved of its obligation to grant Compensatory Time owed to Employees by paying to Employees an amount in cash equivalent to the normal rate of pay for the amount of Compensatory Time due.

Such payment may be made for all, or any part of , Compensatory Time owed to Employees, providing such payment is made on a uniform basis to all Employees affected.

Section 6. Overtime worked from January 1 to April 30 shall be paid in the first pay period in June. Overtime worked from May 1 to October 31, shall be paid in the first pay period in December. Overtime worked from November 1 to December 31, shall be paid in the first pay period in February, 1973. When feasible, overtime shall be paid every pay day.

ARTICLE XVII
CLOTHING ALLOWANCE

Section 1. Employees shall be given the sum of three hundred dollars (\$300) Clothing Allowance per year; \$150. on January 1st and \$150. on July 1st.

ARTICLE XVIII
TERMINAL LEAVE

Section 1. Employees who retire shall be granted Terminal Leave immediately prior to retirement. Such Leave shall be computed at a rate of four (4) calendar days for each calendar year of service. Added to such Leave shall be any Compensatory Time and Vacation time which is owed to the retiring Employee, accumulated by employee throughout all his years of service uncompensated for in any other manner.

ARTICLE XIX
FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of an Employee, the Employee shall be granted Funeral Leave, which shall not be charged against his Compensatory Time due. Funeral Leave shall be granted from the day of death until and including the day after the funeral, not to exceed five (5) days.

Section 2. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

ARTICLE XX

MILITARY LEAVE

Section 1. Any Employee ordered to active duty by any component of the United States Armed Forces shall be granted whatever Leave is necessary for such service.

Section 2. When the military compensation of any Employee called to active duty is less than his regular salary, the difference shall be paid to him by the City, as per City Resolution.

Section 3. Employees who are presently subject to existing Reserve requirements of the National Guard of the Army Reserve shall be covered by the military compensation agreements stated in Section 1 and 2. This provision shall not apply to any employee who was hired after January 1st, 1970.

ARTICLE XXI

BULLETIN BOARDS

Section 1. The City shall permit the installation of Bulletin Boards at the expense of the Association but the Police Director shall determine the exact locations and sizes of the Boards to be installed.

ARTICLE XXII

EXTRA - CONTRACT AGREEMENTS

Section 1. The City agrees not to enter into any agreement or contract with its Employees, as defined in Article 1, Section 1, Covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE XXIII

GRIEVANCE PROCEDURE

Section 1. The purpose of the Grievance Procedure shall be to settle all Grievances between the City and the Association and/or Employees as quickly as possible, so as to insure efficiency and promote Employee's morale.

A Grievance is defined as any disagreement between the City and the Association and/or Employees, involving the interpretation, application, or violation of policies or agreements and the administrative decisions affecting them.

A Grievance shall be processed as follows:

Step (1)- Grievance shall be discussed with the Employee(s) involved and the Association representatives with the immediate supervisor designated by the City. An answer shall be made within five (5) days by such immediate supervisor, to the Association..

Step(2)- If the Grievance is not settled through Step (1) , the same shall be reduced to writing by the Association and submitted to the Division Commander or any person designated by him, and the answer to such Grievance shall be made in writing, with a copy to the Association, within five (5) days of its submission..

Step(3)- If the Grievance is not settled by Steps (1) and(2), then the Association shall have the right to submit such Grievance to the Police Chief and the Police Director. A written answer to said Grievance shall be served upon the Employee(s) involved and the Association President or his authorized representative, within seven (7)days of its submission.

Step (4)- If the Grievance is not settled by Steps (1),(2),(3), then the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.

Step (5)- If the Grievance is not settled by Steps (1),(2),(3), and the aggrieved does not elect to pursue his Grievance under the provisions of the Civil Service Act, then the Association shall

have the right to submit such Grievance to an Arbitrator appointed by P.E.R.C.. The Arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both parties. The cost of such Arbitration shall be borne by the City and the Association equally.

Step(6)-The Association President, or his authorized representative may report an impending Grievance to the Police Director to forestall its occurrence.

Section 2. Since adequate Grievance Procedures are provided in this Agreement, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Police Department..

Section 3. Nothing herein shall prevent any Employee from processing his own Grievance, provided the Association President or his authorized representative may be present as an observer at any hearing on the individual's Grievance.

ARTICLE XXIV

SALARIES AND PROMOTIONS

Section 1. Salaries for Employees shall be as follows:

	<u>1/1/72</u>	<u>5/1/72</u>	<u>9/1/72</u>	<u>1/1/73</u>	<u>4/28/73</u>
Police Sgt.	\$12,914	\$13,214	\$13,514	\$13,914	\$14,314
Police Lieut.	\$15,017	\$15,317	\$15,617	\$16,017	\$16,417
Police Captain	\$17,119	\$17,419	\$17,719	\$18,119	\$18,519
Police Inspector	\$19,222	\$19,522	\$19,822	\$20,222	\$20,622
Deputy Police Chief	\$21,324	\$21,624	\$21,924	\$22,324	\$22,724
Police Chief	\$23,426	\$23,726	\$24,026	\$24,426	\$24,826

Section 2. The practice of appointing Employees to higher rank in an acting capacity is discouraged and it is agreed that vacancies in such higher ranks shall be filled as soon as possible, as provided by law.

ARTICLE XXV
LONGEVITY PAY

Section 1. In addition to the Salaries set forth in Article XXIV aforesaid, Employees shall be paid Longevity Pay according to the following computation schedule:

Five (5) years service	\$200.00 per year
Ten (10) years service	\$400.00 per year
Fifteen (15) years service	\$600.00 per year
Twenty (20) years service	\$800.00 per year

ARTICLE XXVI
SAFETY AND HEALTH COMMITTEE

Section 1. The City hereby agrees to meet with the Safety and Health Committee of the Association for the purpose of maintaining the highest Safety and Health conditions possible.

ARTICLE XXVII
TUITION REIMBURSEMENT

Section 1. The Police Superior Officers Association, Inc. agrees to designate two people, and the City agrees to designate two people, who shall constitute a tuition reimbursement committee which committee shall be charged with the responsibility of establishing equitable criteria for the administration of the program.

ARTICLE XXVIII
HONORABLE MENTIONS AND COMMENDATIONS

Section 1. Compensatory Time for the following awards shall be granted:

For an Honorable Mention, two (2) Compensatory Days

For a Commendation, one (1) Compensatory Day.

ARTICLE XXIX

SPECIAL TRAINING

Section 1. Special Training shall be scheduled during working hours whenever practicable.

ARTICLE XXX

DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of ~~January 1st, 1972~~ and shall terminate on ~~December 31st, 1973.~~

Section 2. Bargaining for the succeeding Agreement shall commence on or about August 1st, 1973. In the event no Agreement is reached between the parties by November 1st, 1973, it is hereby agreed that an impasse shall have been reached and at that time the parties agree to Mediation and Fact-finding pursuant to N.J.S.A. 34:13A-1, et seq.. If an Agreement is still not reached following Mediation and Fact-finding, the parties agree to submit their issues to an Arbitrator whose decision on the terms of the Collective Bargaining Agreement shall be binding upon the parties.. Said Arbitrator shall be selected from a panel referred to the parties by the New Jersey Public Employment Relations Commission.

ARTICLE XXXI

SAVING CLAUSE

Section 1. Should any part of this Agreement, or any provision herein be rendered or declared invalid by reason of any existing legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall

not invalidate the remaining portion thereof. It is further agreed that should any provision of this Agreement be so deleted, the parties hereto shall immediately commence good-faith negotiations to arrive at a new provision to replace the deleted portion.

ARTICLE XXXII

APPLICABLE LAWS

Section 1. The provisions of the Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of New Jersey State Laws or of Jersey City Municipal Laws.

ARTICLE XXXIII

CHANGES, SUPPLEMENTS OR ALTERATIONS

Section 1. Any provisions of this Agreement may be changed, deleted, supplemented or altered, provided both parties mutually agree to do so. The benefits provided for in this agreement shall accrue only to those employees in the employ of the City on the date that this document is signed. Such benefits will also accrue to those employees hired after the date of signing this document.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first above written.

CITY OF JERSEY CITY

BY [Signature]
BUSINESS ADMINISTRATOR

JERSEY CITY POLICE SUPERIOR OFFICERS ASSN. INC.

BY [Signature]
ALEXANDER FORSYTHE, PRESIDENT

BY [Signature]
PERSONNEL DIRECTOR

BY [Signature]
RECORDING SECRETARY JCPSOA INC.

ATTEST:

THOMAS F.X. SMITH, CITY CLERK

[Signature]
CORPORATION COUNSEL

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel