

3-0477

**THIS DOES NOT
CIRCULATE**

04-32-

IN THE MATTER BETWEEN

BOROUGH OF STRATFORD

- and -

PBA LOCAL 30

1 11 79

This Agreement compliments the good-faith bargaining expressed by the Parties. This Award (Agreement) applies to Patrolmen and Sergeants.

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Labor Relations

AUG 14 1980

RUTGERS UNIVERSITY

TERMS OF THE AGREEMENT - 1978-1979

This Agreement will be for two (2) years. The practices will be instituted immediately and made retroactively applicable to January 1, 1978. The termination date is December 31, 1979.

The parties are to commence negotiations for a successor Agreement by September 1, 1979.

ARTICLE 1: LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution, or Administrative Code and Police Department Rules and Regulations upon any Borough official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Borough Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.

Definitions:

The term "Association" shall mean the full-time members of the Police Department. The term "full-time members" and "members of the Police Department employed on a full-time basis" shall be construed to mean only members duly sworn and trained, or to be trained at a Police Academy. This does not include any clerical or part-time officers assigned to the Police Department.

ARTICLE 2: RECOGNITION

The Borough hereby recognizes the Policemen's Benevolent Association (PBA) and Departmental Representatives as the sole and exclusive representatives of all members of the Police Department, excluding the Chief of Police and the Captain of Police, for the purpose of collective negotiations with respect to the terms and conditions of employment.

The Borough further recognizes that the Departmental Representatives are to act as liaison between the Police Department and the Borough in all matters pertaining to wages and working conditions and said Departmental Representatives, herein after referred to as "representatives," shall be free during negotiations. Schedules will be arranged so as to permit representatives to attend meetings.

The Borough agrees to provide Borough owned facilities for Police Department meetings whenever such facilities are available and will further allow personnel to attend such meetings so long as it does not jeopardize the functioning of the Department.

ARTICLE 3: POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every patrolman shall have the right to freely organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it

shall not directly or indirectly discourage or deprive or coerce any patrolman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of the New Jersey State or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to wages, or any terms or conditions, of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA or its affiliates, collective negotiations with the Borough, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Elective representatives of the PBA and the Police Department shall be permitted time off to attend Borough of Stratford negotiating sessions, grievance sessions, and meetings of the joint Police Department Management Committee of Stratford, provided the efficiency of the Department is not affected thereby.

ARTICLE 4: GRIEVANCE ADJUSTMENT PROCEDURE

A. Purpose:

It is the policy of the Borough of Stratford and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure.

B. Definitions:

1. The term "grievance" means a complaint or claim that there has been an improper application, interpretation, or violation of this Agreement.
2. A policeman is any full-time person in the unit covered by this Agreement.
3. An aggrieved party is the policeman or group of policemen who submit a grievance.

C. Submission of Grievance:

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
2. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of the Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

A grievance shall be deemed waived unless it is submitted within ten (10) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

3. A policeman or group of policemen may submit grievances which affect them personally and shall submit such grievances to the Chief of Police.

D. Grievance Procedure:

1. The Chief of Police shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Chief of Police, or if no response is received within two (2) calendar weeks after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Mayor and Council.
2. The Mayor and Council or its designated Council members shall, upon request, confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two (2) weeks after the next regularly scheduled or specially scheduled meeting of Council.

E. Rights of Employees:

1. Employee and Association -- Any aggrieved person may be represented at all formal steps of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association at the expense of the aggrieved person.
2. If the employee is dissatisfied with the decision of Mayor and Council then the issue or issues will be submitted to P.E.R.C. for binding arbitration.

F. Computation of Time, Changes and Conditions of this Agreement:

1. Whenever any act is required under this Article to be done or performed within a specified period of time, Saturdays, Sundays, and Holidays shall be excluded in the computation of such period.
2. Nothing in the procedures set forth in this Article shall be deemed to abrogate, repeal, abolish, cancel, modify or otherwise change any other part of this Agreement without the mutual consent of the parties hereto in writing.

ARTICLE 5: OFF DUTY EMPLOYMENT

1. No member of the Stratford Police Department may enter into outside employment where the officer will appear in uniform, display his badge, or exercise any powers conferred upon him through his employment as a police officer in the Borough of Stratford, unless and until the Borough of Stratford has entered into a written agreement with the outside employer for reimbursement to the Borough for use of said officer and equipment.
2. The Borough of Stratford will make a good faith effort to enter such written agreement with any outside employer so requesting this service.

ARTICLE 6: JOINT POLICE DEPARTMENT-MANAGEMENT COMMITTEE.

1. A Committee consisting of representatives of the Borough and the Police Department shall be established to resolve problems that may arise. Said Committee shall meet when necessary and required.
2. The purpose and intent of such meetings is to foster good employment relations through communications between the Borough and the Police Department.

ARTICLE 7: SALARIES

1978 - An across the board increase of \$850.00.

1979 - An across the board increase of \$1000.00.

ARTICLE 8: LONGEVITY

As of January 1, 1978, members of the Police Department shall receive longevity calculated on the agreed salary for the year of 1978 as negotiated. In 1979 longevity will be calculated on the agreed salary for 1979 as negotiated.

- A. 2% at the end of the 5th year of service.
- B. 4% at the end of the 10th year of service.
- C. 6% at the end of the 15th year of service.
- D. 8% at the end of the 20th year of service.

ARTICLE 9: SHIFT DIFFERENTIAL

A shift differential shall be paid at the rate of 3% per hour, per man for all hours worked from 4:00 P.M. to 8:00 A.M. Commencing January 1, 1979.

ARTICLE 10: OVERTIME

Employees of this Department covered under this Agreement shall be compensated for overtime at the rate of time and one-half (1 1/2).

Overtime shall be paid to any officer when he is required to work in excess of 40 hours a week.

All overtime accumulated from January 1, 1978 to the date of the signing of this agreement shall be reimbursable to each officer by way of comp time and not dollars. Said overtime will be approved by the Chief of Police. All overtime subsequent to the

date of the signing of this agreement will be payable at the rate of time and one-half (1 1/2) or at the option of officer and with the approval of the Chief Of Police, said overtime can be taken by comp time. All overtime shall be approved by the Chief Of Police and/or in his absence the senior officer on duty at the time said overtime is applied for.

Overtime shall be payable each pay period.

ARTICLE 11: CLOTHING ALLOWANCE

All members of the Police Department covered by the terms of this Agreement shall be entitled to a two hundred-fifty dollars (\$250.00) per year clothing purchase allowance. Payment shall be made after the submission of the appropriate voucher.

ARTICLE 12: UNIFORM CLEANING AND MAINTENANCE

The Borough will pay the sum of fifty dollars (\$50.00) per man, per year, commencing June 1, 1978, to be applied towards cleaning of uniforms.

ARTICLE 13: MEDICAL COVERAGE

- A. Seven-fifty (750) Series
- B. Rider "J"
- C. Family/Major Medical

ARTICLE 14: LIFE INSURANCE

The existing Life Insurance Plan shall remain as is.

ARTICLE 15: PHYSICAL EXAMINATIONS

The Borough will furnish to all members of the Police Department a yearly complete physical examination. This examination is to be conducted by a physician designated by the Borough. It is further agreed that all members of the Police Department will comply with the recommendation of the examining physician within a reasonable time.

ARTICLE 16: VACATION BENEFITS

The Borough will retain the present vacation leave pay, as listed by the Civil Service Commission. A weeks vacation will be composed of four (4) 10 hour days, a two (2) week vacation will consist of eight (8) 10 hour days and a three (3) week vacation will consist of 12 ten hour days and not the normal five (5) day week.

ARTICLE 17: HOLIDAYS

The Borough will provide those holidays designated by the Civil Service Commission, plus each officer is to have one (1) personal day approved by the Chief of Police. Holidays will be taken by the officer when the officer so desires provided said holiday is taken on a "Power Day", a Power Day being described as those days when all officers are on duty. Said holidays to be approved by the Chief of Police. From the date of this contract a holiday shall be charged as 1 1/4 days.

ARTICLE 18: SICK LEAVE

The Borough will provide sick leave to each officer pursuant to the rules and regulations of the Civil Service Commission. Sick leave not used will be accumulated to retirement. At retirement, the officer will be compensated for time accumulated at one-half day pay for each unused day accumulated. All existing sick time presently accumulated is to be included. From the date of this contract a day off because of illness will be charged as 1 1/4 days.

ARTICLE 19: COURT TIME

1. Any member of the Police Department who is subpoenaed to testify as a state witness in County, State or Federal Court as a direct result of his official duties for the Borough of Stratford will be compensated \$20.00 per day. This compensation is only to be paid on off-duty hours.

2. Any member of the Police Department who must appear in State or Federal Court and must use his own vehicle for transportation when there is no Police vehicle available will be compensated at the rate of fifteen cents per mile traveled to and from such Court.

3. Attendance at any administrative hearing or municipal court will not entitle the officer to compensation. Compensation will be paid with the approval of the Chief of Police.

ARTICLE 20: LEGAL EXPENSES

If an officer is charged with a violation of the law as a result of acts committed while in the performance of his duties, either criminal or civil in nature, the Borough shall provide an attorney and legal services to defend him; such attorney shall be satisfactory to the officer and if attorney's fees cannot be agreed upon, then the individual officer pays the attorney the difference in fee.

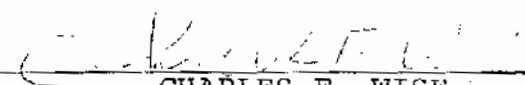
ARTICLE 21: SCHOOLING

A. Officers attending any police training school, with approval of the Chief of Police and recognized by the New Jersey Police Training Commission, shall be reimbursed for all school related expenses, if not provided.

B. Milceage shall be paid for at the rate of fifteen cents per mile traveled; meals shall be paid for at the rate of \$2.50 per meal, if not provided.

ARTICLE 22: WORK SCHEDULE

Officers shall work four (4) days in ten (10) hour day shifts for a 40 hour work week and have three (3) days of ten (10) hours per day off.



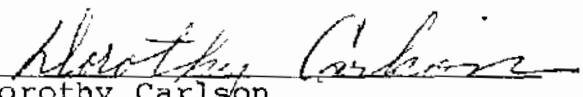
CHARLES F. WISE
Representative, PBA 30



FRANK STAUSS
Mayor of the Borough of Stratford



PAUL STOFFEL
Patrolman



Dorothy Carlson
Borough Clerk



Sgt. Kirk Fleming

July 31, 1978
Signed

ADDENDUM TO AGREEMENT BETWEEN THE
BOROUGH OF STRATFORD AND PBA LOCAL 30

Prior to the signing of the Agreement between the Borough of Stratford and PBA Local 30 and upon attempting to implement the provisions as agreed upon by the parties a dispute arose concerning what would be overtime, said dispute necessitating this Addendum to be prepared and executed by the parties.

At the time of negotiations it was made clear that a work week would not consist of Sunday to Saturday or Monday to Friday for all officers, because of the rotating shifts necessitated some officers starting their work week on Monday, Tuesday or Wednesdays and it was further clarified that an officer's work week would consist of four (4) 10 hour days with three (3) days off. It was further understood and agreed that when shifts were rotated some officers would work a 36 hour week and other officers would work a 44 hour week as necessitated with a rotating shift. Those officers working 44 hours would not be paid for the overtime for the four (4) hours and the officers working 36 hours would not have four (4) hours deducted.

Sgt. Mark O. Fleming
[Signature]
[Signature]
[Signature]

Frank Starna
Mayor, Borough of Stratford

Worthy Carlson
Clerk, Borough of Stratford

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JAN 12 1980

RUTGERS UNIVERSITY

TERMS OF THE AGREEMENT - 1980-1981

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The parties are to commence negotiations for a successor Agreement by September 1, 1981.

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ARTICLE 2: RECOGNITION

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negotiations and other concerned activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any patrolman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of the New Jersey State or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to wages, or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA or its affiliates, collective negotiations with the Borough, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Elective representatives of the PBA and the Police Department shall be permitted time off to attend Borough of Stratford negotiating sessions, grievance sessions, and meetings of the joint Police Department Management Committee of Stratford, provided the efficiency of the Department is not affected thereby.

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B. Definitions:

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2. A policeman is any full-time person in the unit covered by this Agreement.
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2. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of the Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

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2. The Mayor and Council or its designated Council members shall, upon request, confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two (2) weeks after the next regularly scheduled or specially scheduled meeting of Council.

E. Rights of Employees:

1. Employee and Association--Any aggrieved person may be represented at all formal steps of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association at the expense of the aggrieved person.
2. If the employee is dissatisfied with the decision of Mayor and Council then the issue or issues will be submitted to P.E.R.C. for binding arbitration.

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1. Whenever any act is required under this Article to be done or performed within a specified period of time, Saturdays, Sundays and Holidays shall be excluded in the computation of such period.
2. Nothing in the procedures set forth in this Article shall be deemed to abrogate, repeal, abolish, cancel, modify or otherwise change any other part of this Agreement without the mutual consent of the parties hereto in writing.

ARTICLE 5: OFF DUTY EMPLOYMENT

1. No member of the Stratford Police Department may enter into outside employment where the officer will appear in uniform, display his badge, or exercise any powers conferred upon him through his employment as a police officer in the Borough of Stratford, unless and until the Borough of Stratford has entered into a written agreement with the outside employer for reimbursement to the Borough for use of said officer and equipment.
2. The Borough of Stratford will make a good faith effort to enter such written agreement with any outside employer so requesting this service.

ARTICLE 6: JOINT POLICE DEPARTMENT-MANAGEMENT COMMITTEE

1. A Committee consisting of representative of the Borough and Police Department shall be established to resolve problems that may arise. Said Committee shall meet when necessary and required.
2. The purpose and intent of such meetings is to foster good employment relations through communications between the Borough and the Police Department.

ARTICLE 7: RETENTION OF BENEFITS

The Borough agrees that all benefits, terms and conditions of employment relating to the status of members of the Stratford Police Department not covered by this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of the collective negotiations leading to the execution of the Agreement.

ARTICLE 8: SALARIES

1980 - An across the board increase of \$1250.
1981 - An across the board increase of \$1250.

ARTICLE 9: LONGEVITY

Members of the Police Department shall receive longevity calculated on the agreed salary for the year of 1980 as negotiated. In 1981 longevity will be calculated on the agreed salary for 1981 as negotiated.

- A. 2% at the end of the 5th year of service
- B. 4% at the end of the 10th year of service
- C. 6% at the end of the 15th year of service
- D. 8% at the end of the 20th year of service.

ARTICLE 10: SHIFT DIFFERENTIAL

A shift differential shall be paid at the rate of 3% per hour, per man for all hours worked from 4 P.M. to 8 A.M.

ARTICLE 11: OVERTIME

Employees of this Department covered under this Agreement shall be compensated for overtime at the rate of time and one-half (1½).

Overtime shall be paid to any officer when he is required to work in excess of 40 hours a week.

Said overtime will be approved by the Chief of Police. All overtime will be payable at the rate of time and one-half (1½) or at the option of officer and with the approval of the Chief of Police, said overtime can be taken by comp time. All overtime shall be approved by the Chief of Police and/or in his absence the senior officer on duty at the time said overtime is applied for.

Overtime shall be payable each pay period.

ARTICLE 12: CLOTHING ALLOWANCE

All members of the Police Department covered by the terms of this Agreement shall be entitled to a three hundred and fifty dollars (\$350.00) per year clothing purchase allowance. Payment shall be made after the submission of the appropriate voucher.

ARTICLE 13: UNIFORM CLEANING AND MAINTENANCE

The Borough will pay the sum of one hundred and fifty dollars (\$150.00) per man, per year, commencing January 1, 1980, to be applied towards cleaning of uniforms.

ARTICLE 14: MEDICAL COVERAGE

- A. Seven-fifty (750) Series
- B. Rider "J"
- C. Family/Major Medical

ARTICLE 15: LIFE INSURANCE

The existing Life Insurance Plan shall remain as is.

ARTICLE 16: PHYSICAL EXAMINATIONS

The Borough will furnish to all members of the Police Department a yearly complete physical examination. This examination is to be conducted by a physician designated by the Borough. It is further agreed that all members of the Police Department will comply with the recommendation of the examining physician within a reasonable time.

ARTICLE 17: VACATION BENEFITS

The Borough will retain the present vacation leave pay. A one (1) week vacation will be composed of four (4) 10 hour days; a two (2) week vacation will consist of eight (8) 10 hour days; a three (3) week vacation will consist of twelve (12) 10 hour days, and a four (4) week vacation will consist of sixteen (16) 10 hour days.

1 year Service	-	(4) 10 hour days, or 40 hours
1 to 5 years Service	-	(8) 10 hour days, or 80 hours
5 to 12 years Service	-	(12) 10 hour days, or 120 hours
12 years Service and up	-	(16) 10 hour days, or 160 hours.

ARTICLE 18: HOLIDAYS

The Borough will provide the following holidays:

NEW YEAR'S DAY	LABOR DAY
WASHINGTON'S BIRTHDAY	VETERANS' DAY
GOOD FRIDAY	ELECTION DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS

In addition to the above, each officer is to have four (4) personal days approved by the Chief of Police and the discretion of the officer. Holidays will be taken by the officer when the officer so desires provided said holiday is taken on a "Power Day"-- a "Power Day" being described as those days when all officers are on duty. Said holidays to be approved by the Chief of Police. Holidays will be charged as 1-1/4 days.

ARTICLE 19: FUNERAL LEAVE

Any funeral leave for immediate family shall be granted at the discretion of the Chief of Police or in his absence his representative, without discrimination, and shall not be charged to sick time.

ARTICLE 20: SICK LEAVE

The Borough will provide sick leave to each officer pursuant to the rules and regulations of the Civil Service Commission. Sick leave not used will be accumulated to retirement. At retirement, the officer will be compensated for time accumulated at one-half day pay for each unused day accumulated. All existing sick time presently accumulated is to be included. From the date of this contract a day off because of illness will be charged as 1-1/4 days.

ARTICLE 21: COURT TIME

1. Any member of the Police Department who is subpoenaed to testify as a state witness in County, State or Federal Court as a direct result of his official duties for the Borough of Stratford will be compensated \$30 per day. This compensation is only to be paid on off-duty hours.
2. Any member of the Police Department who must appear in State or Federal Court and must use his own vehicle for transportation when there is no Police vehicle available will be compensated at the rate of twenty cents (20¢) per mile traveled to and from such Court.
3. Attendance at any required administrative hearing or municipal court will be paid at two (2) hours maximum, at the rate of time and a half.

ARTICLE 22: LEGAL EXPENSES

If an officer is charged with a violation of the law as a result of acts committed while in the performance of his duties, either criminal or civil in nature, the Borough shall provide an attorney and legal services to defend him; such attorney shall be satisfactory to the officer and Council. If attorney's fees cannot be agreed upon, then the individual officer pays the attorney the difference in fee.

ARTICLE 23: SCHOOLING

- A. Officers attending any police training school, with approval of the Chief of Police and recognized by the New Jersey Police Training Commission, shall be reimbursed for all school related expenses, if not provided.
- B. Mileage shall be paid for at the rate of fifteen cents (15¢) per mile traveled; meals shall be paid for at the rate of \$2.50 per meal, if not provided.

ARTICLE 24: WORK SCHEDULE

Officers shall work four (4) days in ten (10) hour day shifts for a forty (40) hour work week and have three (3) days of ten (10) hours per day off..

Charles White
Representative, PBA 30
P.O. H. Harrold
Patrolman
Sgt. Mark O. Pelan
Sgt.

Frank Stauss
FRANK STAUSS
Mayor of the Borough of Stratford

Dorothy Carlson
DOROTHY CARLSON
Borough Clerk

Date 8 November 79

ADDENDUM TO AGREEMENT BETWEEN THE
BOROUGH OF STRATFORD AND PBA LOCAL 30

At the time of negotiations it was made clear that a work week would not consist of Sunday to Saturday, or Monday to Friday for all officers, because of the rotating shifts necessitated some officers starting their work week on Monday, Tuesday or Wednesday, and it was further clarified that an officer's work week would consist of four (4) 10 hour days with three (3) days off. It was further understood and agreed that when shifts were rotated some officers would work a 36 hour week and other officers would work a 44 hour week as necessitated with a rotating shift. Those officers working 44 hours would not be paid for the overtime for the four (4) hours and the officers working 36 hours would not have four (4) hours deducted.

Sgt Mark A. Fleming
P. H. Handshake

Frank J. Starn
Mayor, Borough of Stratford

M. J. Conlon
Clerk, Borough of Stratford

signed 11-13-79