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Agreement

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Between

BOROUGH OF SAYREVILLE, *Borough*
MIDDLESEX COUNTY, NEW JERSEY *et*

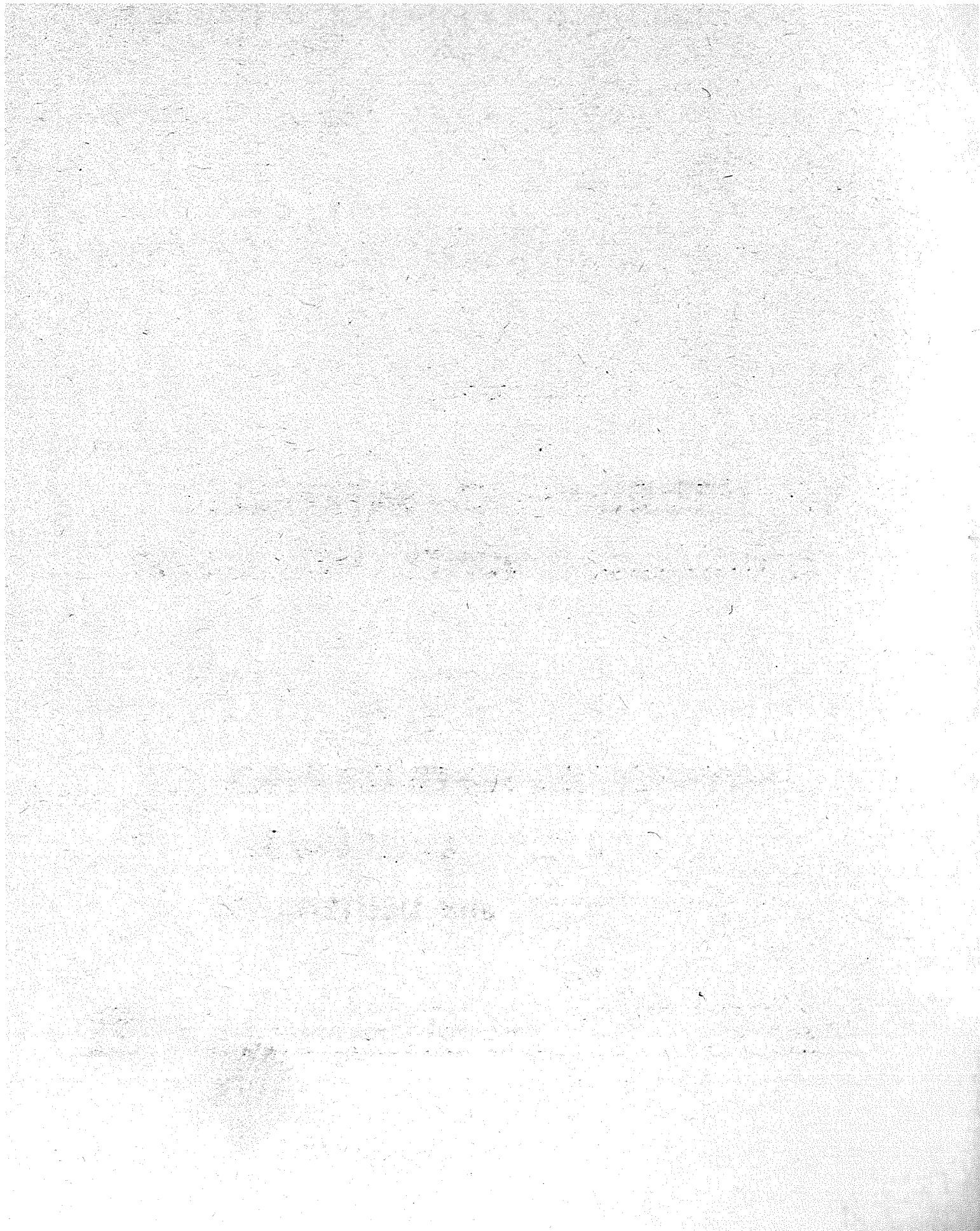
and

SAYREVILLE SUPERIOR OFFICERS

OF P. B. A. LOCAL #98

(SERGEANTS and LIEUTENANTS)

January 1, 1977 through December 31, 1979



Agreement

Between

**BOROUGH OF SAYREVILLE
MIDDLESEX COUNTY, NEW JERSEY**

and

**SAYREVILLE SUPERIOR OFFICERS
OF P. B. A. LOCAL #98
(SERGEANTS and LIEUTENANTS)**

January 1, 1977 through December 31, 1979

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PREAMBLE

A. This Agreement entered into this 1st day of March 1978, (effective for the period from January 1, 1977 to December 31, 1979) by and between the BOROUGH OF SAYREVILLE in the County of Middlesex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Borough"), and SAYREVILLE SUPERIOR OFFICERS OF P.B.A. LOCAL #98 (sergeants and Lieutenants) (hereinafter called the "Association"), on behalf of the employees as defined in the Recognition clause hereinafter set forth. This Agreement represents the complete and final understanding on all bargainable issues between the Borough and the Association.

B. It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Borough and the Association and to insure sincere bargaining, establish proper standards of salaries, working conditions, hours, and other conditions of employment. The continuous efficiency and excellence of the Police Department shall be considered foremost at all times by both parties to this Agreement.

Article I

RECOGNITION

A. The Borough hereby recognizes the Sayreville Superior Officers of P.B.A. Local #98 (Sergeants and Lieutenants) as the exclusive collective negotiation agent for all sergeants and lieutenants in the Police Department of the Borough of Sayreville as defined in Chapter 123, Laws of 1974 of the State of New Jersey, as amended.

B. The title of Policeman shall be defined to include the plural, as well as the singular and to include males and females.

Article II

MANAGEMENT RIGHTS

A. The Association recognizes that there are certain functions and responsibilities normally reserved to the Borough such as the right to direct the employees, the right of selection of new hires, the right to make, on a reasonable basis, schedules of work and weekly assignments thereto, however, any such rights which are utilized in an arbitrary manner by the Borough so as to constitute harassment or constitute an abuse of a policeman's rights shall be subject to the Grievance and Arbitration Procedure.

B. It is understood and agreed by and between the parties hereto that the Borough reserves the right to adopt rules, regulations, policies or practices with respect to the administration of the Police Depart-

ment of the Borough of Sayreville, provided, however, that no such rule, regulation, policy or practice may be adopted which results in a change in the terms and conditions of employment as provided for in the within Agreement without the consent of the Sayreville Superior Officers of P.B.A. Local #98 (Sergeants and Lieutenants).

Article III

POLICE RIGHTS

A. Pursuant to Chapter 123, Laws of 1974, by the Legislature of the State of New Jersey and confirmed by the Governor of the State of New Jersey and further pursuant to any Amendments to the aforesaid Legislation which may be adopted during the course of this Agreement, the Borough hereby agrees that all employees covered by the terms of this Agreement, as particularly delineated in this Agreement, shall have the right to join and support the Association, for the purpose of engaging in collective negotiations and bargaining as defined and provided for by the aforesaid Legislation of the State of New Jersey. The Borough undertakes and agrees that it will not directly or indirectly discriminate against any employee covered by the terms of this Agreement by reason of his or her membership in the Association, his or her participation in collective negotiations and bargaining with the Borough, or by reason of his or her institution of any grievance arising out of the terms and conditions as set forth in the within Agreement.

B. Nothing contained in the within Agreement or as provided for in Article III shall be construed to define or restrict any policeman, or any other person covered by the within Agreement, his or her rights under Chapter 123, Laws of 1974 as adopted and as may be amended during the term of this Agreement.

Article IV

NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, as may be amended, not later than October 15, 1979. Collective negotiations shall cover all items pertaining to salaries, fringe benefits, working conditions and terms and conditions of the within Agreement and shall include but not be limited to insurance coverage, holidays, vacations, a grievance and arbitration procedure, hours of work, leaves of absence, professional development and improvement, etc.

Article V

GRIEVANCE & ARBITRATION PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by a policeman, or the Association based upon the interpretation, application or violation of policies, agreements, and administrative

decisions affecting a policeman or a group of policemen which it is alleged violate the terms of this Agreement.

2. Aggrieved Person

An aggrieved person is a person or persons or the Association making the claim.

3. Party in Interest

A party in interest is the person or persons making a claim and any person, including the Association, or the Borough, which may be required to take action or against whom action might be taken in order to resolve the claim.

B. *Purpose*

The purpose of this procedure is to seek, at the lowest possible level, equitable solutions to the problems which may from time to time arise which affect the terms and conditions of the within Agreement. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. *Exclusive Remedy*

Any disciplinary action taken by the Borough against any policeman covered by the terms of this Agreement shall be processed exclusively through the Grievance and Arbitration Procedure herein provided.

1. First Step: All grievances shall be asserted within twenty (20) days after the right to assert such a grievance becomes known to the grievant. An aggrieved employee shall present his grievance to the Chief of

Police, or his designee, for the purpose of resolving the matter informally. The aggrieved shall present the grievance in the presence of a member of the Association who shall represent the aggrieved employee. The Chief of Police, or his designee, shall render a written decision within twenty (20) days after receipt of the grievance.

2. Second Step: In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association who shall pursue the grievance on behalf of the aggrieved policeman by filing the written grievance with the Police Committee of the Borough Council within fourteen (14) days following the determination by the Chief of Police. If no satisfactory solution is given and/or if no answer is given within fourteen (14) days after the presentation of the grievance in the Second Step the grievant must proceed to the Third Step of the Grievance Procedure within twenty-eight (28) days after presentation of the grievance in the Second Step.

3. Third Step: Any grievant who has not had his grievance settled in the Second Step of the Grievance Procedure shall proceed within twenty-eight (28) days after the presentation of the same in the Second Step to the Third Step of the Grievance Procedure by presenting the same to the Mayor and Council. All grievances in the Third Step level and/or answers to grievances in the Third Step level must be in writing. The grievant and his representative and the Mayor and Council will consult to and with each other at a private

meeting to attempt to negotiate a settlement of a filed grievance. Third Step grievance meetings shall be conducted within ten (10) days after presentation of a grievance in this Step. If no satisfactory solution is given and/or if no answer is given within ten (10) days after the Third Step meeting has been held the grievant shall have the opportunity to proceed to the Fourth Step of the Grievance Procedure.

(a) Forms for the filing of the grievances shall be prepared by the Borough and shall be given to the Association. A sample of the form to be used is attached and made a part of this Agreement.

4. Fourth Step: If a satisfactory settlement is not reached in the Third Step the grievant may proceed to arbitration as follows:

(a) The representatives of the grievant may request arbitration by submitting their request in writing to the American Arbitration Association with its Regional Offices located in New Brunswick, New Jersey, copy to be sent to the Borough Clerk. The American Arbitration Association shall be requested to furnish panels of arbitrators to the respective parties and the parties shall select their choice of arbitrator in accordance with the rules and regulations of the American Arbitration Association.

5. All grievance meetings and/or hearings, as provided for in the within Article, shall be conducted in private and shall include the grievant and his representatives, and the Police Chief, the Police Committee,

the Mayor and Council, and their representatives, and any witnesses that either party wishes to produce.

6. The fees and expenses of arbitrations shall be borne equally by the Borough and the Association.

7. It is understood and agreed that if either party uses the services of an attorney, the expenses incurred will be borne by the party requesting such services.

8. Expenses of witnesses for either side shall be borne by the parties producing such witnesses.

9. The total costs of stenographers' records which may be made and transcripts thereof shall be paid by the parties ordering the same.

10. The arbitrator shall have no power or authority to add to or subtract from or modify in any way the terms of this Agreement.

11. The arbitrator will be required to issue his decision within thirty (30) calendar days from the date of the closing of the hearing, and the arbitrator will set forth his findings of fact, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties.

12. Any grievant, or members of the Association, who process grievances shall suffer no loss of pay for the processing of grievances during his regular work schedule. Employees covered by the terms of this Agreement will not be paid for processing grievances outside of their regular work schedule.

13. In the event that arbitrability of a grievance is at issue between the parties hereto, jurisdiction to re-

solve the question of arbitrability shall rest solely with the arbitrator selected in accordance with the provision of paragraph "4" of the within Article.

14. No reprisals of any kind shall be taken by the Borough or by any supervisory personnel against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

15. If in the judgment of the Association the grievance affects a group or class of policemen, because the grievance concerns a matter of general application, the Association may submit such grievance or grievances, in writing, to the Mayor and Council directly and the processing of such grievance or grievances shall commence at Step Three of the Grievance and Arbitration Procedure hereinabove provided for. The Association may process such a grievance or grievances through all levels of the Grievance Procedure even though the aggrieved person or persons do not wish to do so.

16. All decisions rendered by the Borough at Step Two and Step Three of the Grievance Procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.

17. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Article VI

SUPERIOR OFFICERS' REPRESENTATIVES

A. Accredited representatives of the Association may enter the Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter the Borough facilities or premises, it will request such permission from the appropriate Borough representatives and such permission will not be unreasonably withheld, provided, there should be no interference with the normal operations of the business of Borough Government or normal duties of employees.

B. The Borough hereby agrees that when an Association representative requests information that is deemed as public information and/or requests a review of public documents the Borough will permit such inspection and/or the furnishing of said information covered by the terms of this Agreement within forty-eight (48) hours after the request is made. Anything herein stated to the contrary notwithstanding, if the Association requests more than six (6) copies of any information the Borough's cost of producing a seventh (7th) or more copies shall be paid for by the Association; it is further understood and agreed that the Borough will not be obligated to prepare any information for the Association in a specialized form, however, where the Association requests information not contained in a particular form the Borough will permit the

Association representatives to examine the records of the Borough so as to permit the Association to extract the information itself. In addition to the foregoing, the Borough agrees to furnish to the Association the names and addresses of all Superior Officers, annual financial reports of the Borough, tentative budgetary requirements and allocations if it affects the Police Department, individual and group policies, health insurance premiums and claims experience statistics, copies of audits, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the police personnel employed by the Borough together with information which may be necessary for the Association to process such grievance or complaint.

C. Two (2) Association representatives may be appointed by the Association to represent the Association in the processing of grievances with the Borough and to conduct investigations thereof with no loss of regular pay provided the time spent is not abused. Not more than one (1) representative will be excused from active work duty at one time. The Association will furnish the names of the representatives to the Borough Committee.

D. During collective negotiations the Association shall select three (3) representatives to act as a Collective Negotiations Committee, together with any outside representatives that they may hire, and the Association's representatives shall be excused from their normal work duties to participate in collective negotiation sessions and shall suffer no loss of regular

pay thereby. The Borough agrees for the purpose of negotiations that no employee involved in the negotiations shall be required, including the time spent in negotiations, to work more than sixteen (16) hours in any twenty-four (24) hour period.

E. The Borough agrees to grant time off without loss of regular pay, to the P. B. A. State Delegate to attend the annual P. B. A. State Convention, provided five (5) days notice specifying the dates of the Convention is given to the Chief of Police by the Association. The Chief shall also grant leave, without loss of regular pay, to two (2) P.B.A. authorized representatives who attend such P.B.A. Convention, provided that the Chief is given five (5) days advance written notice from the Association. The time permitted to be spent at conventions shall include the dates of the convention and a reasonable amount of travel time to get to the convention and return to the employee's home. The three (3) representatives shall be the maximum allowed to the P.B.A. Local No. 98.

F. The P. B. A. State Delegate, so long as he is a State Officer, shall when necessary, be excused from normal duty three (3) days per month to carry out Association business with no loss of pay, and further, said delegate shall be given sufficient time off with no loss of pay to attend an International Police Association Conference. The time to attend the convention as stated aforesaid shall include the designated days that the convention is in session and, in addition thereto, a reasonable amount of time to travel to and from the convention from the representative's home.

Article VII

DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N. J. S. A. (R. S. 52:140-15.9(c)), as amended. Said monies, together with records of any corrections, shall be transmitted to the Association's Office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish the Borough written notice prior to the effective date of such change and shall furnish to the Borough new authorizations from its members showing the authorized deduction for each employee.

C. The Association will provide the necessary "check-off authorization" form and deliver the signed forms to the Borough Treasurer. The Association shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Association to the Borough.

Article VIII

HOURS OF WORK AND COMPENSATION

A. A work day shall be eight (8) hours inclusive of one-half ($\frac{1}{2}$) hour lunch period. A work week shall be forty (40) hours inclusive of the paid lunch period as hereinabove referred to. It is understood and agreed that paragraphs "A", "B" and "C" shall not be violated if because of a change in shift a superior officer works more than eight (8) hours in a twenty-four (24) hour period.

B. Straight time shall be paid for the first eight (8) scheduled hours worked in any twenty-four (24) hours.

C. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any twenty-four (24) hour period; for all hours worked prior to the days regularly scheduled shift which does not qualify for "call-in" pay as hereinafter provided.

D. In the event of any changes in the starting or finishing time of shifts, or addition of new shifts, the Borough will give not less than ten (10) calendar days' notice to the Association of such changes so that the Association may negotiate the same to and with the Borough. The Borough may not make said changes for the purpose of avoiding the payment of overtime or for the purpose of avoiding the hiring of full time personnel. In the event of an emergency, which shall be defined as an occurrence or act beyond the ability of the Borough to control, then such notice and negotiation procedure, as hereinabove provided,

shall be waived for the period of the emergency. Failure to hire sufficient personnel to maintain full shifts shall not be considered an emergency.

E. All members covered by the terms of this Agreement if required to attend a court proceeding or to appear at a Grand Jury proceeding shall be paid at a premium rate of pay. All members who live in Sayreville shall report to Police Headquarters and all members who reside outside of Sayreville will call in to Police Headquarters before departing and all members shall be paid from the time they report or telephone as the case may be and shall be further paid until the time they return to Police Headquarters or report by telephone as the case may be provided the appearance at the Court or before the Grand Jury is on off-duty hours. The premium rate of pay shall be determined in accordance with the terms of this Agreement and the total time spent going to and from the Court or Grand Jury shall be added to the regular shift worked in the twenty-four (24) hour period in which the appearance was required to determine the appropriate premium rate of pay. In no event shall compensatory time be given to said employees and in all cases payment shall be made as herein provided. The provisions of Paragraph "E" relate to going to, attendance at, or leaving from Court and are to be paid for on a premium basis only if the attendance or travelling to Court or from Court is outside of the regular shift hours of the officer. If the officer attends Court or the Grand Jury during regular shift hours, there will be no additional pay due the

employee except for out-of-pocket disbursements and travel allowance. There shall be included in the premium rate of pay provisions the attendance of a Superior Officer on his off duty hours in the Municipal Court, whether the appearance is required by subpoena, Police Department or Court Directive. Provided however, that if a Superior Officer is off duty because he has swapped his regular shift with another Superior Officer, so that his attendance in Municipal Court otherwise would have been on his regular shift or he has scheduled a court appearance on his day off or on his vacation, he shall not qualify for the premium rate of pay or extra compensation because of the Municipal Court appearance.

F. Each employee covered by the terms of this Agreement is to receive thirteen (13) paid holidays not later than December 15th of each year. If an employee works on the said holiday, he shall receive time and one-half his pay for all hours worked on the holiday. In addition to receiving pay at the rate of time and one-half ($1\frac{1}{2}$) for working a holiday, every employee, whether he works the holiday or not, shall receive straight time pay for thirteen (13) holidays, as provided for herein by no later than December 15th.

G. If a double shift is assigned then the officer who is assigned shall take a thirty (30) minute meal break after two (2) hours of the start of the second shift and a fifteen (15) minute break after five (5) hours of the start of the second shift. When a double shift is assigned, meals shall be paid for by the Borough

by making a direct payment to the employee or a meal ticket shall be supplied to the employee and the meal allowance shall be two (\$2.00) dollars per meal for the year 1977 and three (\$3.00) dollars per meal for the years 1978 and 1979.

H. An employee covered under the terms of this Agreement who is sent home as a result of an injury occurring during regular working hours will receive his normal pay for the full day on which the injury occurred. If medical treatments are required during work days as a result of such injury and provided such employee is actively at work on the day when treatments are required by the Borough doctor he will suffer no loss of pay during the time he is receiving such treatment, provided he reports to, and returns promptly from the place of such treatment.

I. Employees who work more than ten (10) hours on any scheduled work day shall be given a thirty (30) minute supper period without loss of pay provided they continue to work. Any such employee shall be given a two (\$2.00) dollar meal allowance for the year 1977 and a three (\$3.00) dollar meal allowance for the years 1978 and 1979.

J. Anything herein stated to the contrary notwithstanding, with the exception of attendance at court or appearance before the Grand Jury, which must be compensated in pay, as hereinabove provided, in lieu of cash payment, an employee may opt to receive compensatory time off on a time and one half basis. Such time may be taken only when scheduled by the

Chief or his designee so as not to interfere with departmental operations and no employee may opt to receive compensatory time in excess of an annual total of sixteen (16) hours to be taken at time and one-half rate.

K. Any employee covered under the terms of this Agreement called in and reporting for work outside of his regularly scheduled shift, shall receive two (2) hours at time and one-half (1½) pay as of the time that he is called for such work. In addition to the premium rate of pay for the first two (2) hours, the employee shall receive time and one-half (1½) times his regular pay for so long as the employee performs work but not less than two (2) hours. The said two (2) hours of call-in time is a minimum amount to be paid to the said employee for being called into work outside of the regular scheduled shift and is not to be determined as a bonus of two (2) hours for call-in time.

Article IX VACATIONS

A. Full time employees shall receive vacation with pay in each calendar year according to the following schedule:

1. During the first year one (1) day per month to December 31.

2. From the end of the first year of service through the fifth year of service fourteen (14) working days annually.

3. From the beginning of the sixth year of service through the tenth year of service twenty-one (21) working days annually.

4. From the beginning of the eleventh year of service through the fifteenth year of service twenty-eight (28) working days annually.

5. After the fifteenth year of service twenty-eight (28) working days annually, plus one (1) week's pay, to be paid in December.

B. 1. No officer shall be compelled to take his full vacation entitlement at one time but may be permitted to break up his vacation entitlement into two (2) or more vacation periods. Further, all employees covered by the terms of this Agreement may break up one of their vacation weeks into day periods with the approval of the Division Commander. The said scheduling of the breaking up of one vacation week into day periods is at the sole discretion of the Division Commander and vacation week periods take precedent and supersedes vacation day periods. In cases where a conflict of vacation schedule exists, the most senior officer will be given a preference as to selection. Dispatchers shall not be included for purposes of selection or preference of vacation periods. It is understood that the entire police department exclusive of Dispatchers shall be under one vacation schedule which shall include all patrolmen and superior officers exclusive of captains, the Deputy Chief and the Chief of Police.

2. For the purposes of scheduling vacation periods two (2) men, whether it be a patrolman or a superior officer, shall be off from each patrol shift or a total of eight (8) men at one time shall be permitted to select their vacation periods at the same time. The Division Commanders may allot vacation periods to the rest of the Department insofar as possible in accordance with the desires of the rest of the employees in the Department in order of their seniority in rank, whether it be patrolman or superior officer up to and including Lieutenants. If there is any conflict in the selection of vacation period, the awarding of vacation period shall be at the sole discretion of the Division Commanders.

3. There shall be no restrictions against vacations between December 15 and January 15.

4. All vacations shall be granted at established base pay rates which shall include longevity. If, at the request of the employer, all or any part of a scheduled vacation is worked by an employee, said employee shall receive compensation at double time for all vacation hours worked. In addition, the employee shall receive the option of rescheduling his vacation at another time or receive vacation pay in lieu thereof.

5. A cash allowance computed according to base pay rates which include longevity in lieu of earned vacation shall be paid as follows:

(a) To the employee, where an employee retires or resigns after giving the Borough at least two (2) weeks notice.

(b) To the next of kin in the event of employees death.

6. An employee injured or on extended sick leave shall not be entitled to his vacation period unless he works ninety (90) days in any calendar year except in the first year of absence he shall be entitled to his full vacation period even though he is injured or sick within the first ninety (90) days of that calendar year.

Article X HOLIDAYS

A. All employees covered by the terms of this Agreement shall not receive any deductions from their pay for not working holidays as hereinafter set forth. The holidays shall be as follows:

New Years' Day	July 4th
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Good Friday	General Election Day
Memorial Day	Veteran's Day
Primary Election Day	Thanksgiving Day
Christmas Day	

B. All employees covered by the terms of this Agreement shall receive holiday pay by no later than December 15th of each year for the holidays hereinabove referred to.

C. If any employee works on the said holiday, he shall receive time and one-half (1½) pay for all hours

worked on the holiday. In addition to receiving pay at the rate of time and one-half (1½) for working a holiday, every employee, whether he works the holiday or not, shall receive straight time pay for thirteen (13) holidays, as provided for herein by no later than December 15th.

D. An officer must work the holiday, the day before the holiday and the day after the holiday, if the aforesaid days are scheduled for work in order to qualify for holiday pay, unless a physician certified the illness of the officer caused his absence.

E. In addition to the foregoing holiday schedule, officers covered by the Agreement shall be entitled to be compensated, as hereinabove provided, for any other holiday declared by the Mayor and Council of the Borough of Sayreville.

Article XI

LEAVE OF ABSENCE AND SICK LEAVE

A. Sick Leave. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized because of serious illness in the employee's immediate family which requires his attendance upon the person who is ill. For purpose of definition of immediate family, immediate family shall be defined to include Parent, husband, wife, child, brother, sister, grandparents, mother-in-law, father-in-law, stepmother, step-

father, or other member of employee's immediate household. For the purpose of this Article, the employee shall be required to give written notification pursuant to Paragraph A-5 below.

1. All employees covered by the terms of this Agreement, whether full-time or part-time, shall be entitled to sick leave without loss of pay.

2. The minimum sick leave, sick pay, shall accumulate to all employees covered by the terms of this Agreement on the basis of sixteen (16) working days in a calendar year. The total sick leave entitlement shall accumulate to an employee's benefit on the first day of each year provided, however, if an employee resigns or is terminated from his employment and has utilized all accumulated sick leave and all of the annual sick leave entitlement he shall only receive credit for the annual sick leave of one and one-quarter ($1\frac{1}{4}$) days per month and, if as a result thereof he has utilized more sick leave than earned, the employee shall be charged back such excess and the same shall be deducted from any monies due the said employee.

3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

4. If an employee is absent three (3) or more days he shall notify his immediate supervisor of his illness if he is physically able to do so. Upon the employee's return to work the Borough shall require proof of illness. Any employee who abuses the use of sick

leave shall be subject to disciplinary action by the Borough. This provision does not relieve the employee from notifying his immediate superior of his illness on a daily basis pursuant to the Rules and Regulations of the Police Department of the Borough of Sayreville.

5. In case the employee is absent due to illness in his immediate family, the employee shall supply proof of illness of the person in his immediate family which shall be a statement by the employee as to his requirements to attend to the needed family member's illness or that a doctor's or physician's certificate of that immediate family member be supplied to the Borough.

6. If an employee is on sick leave he shall be entitled to receive full pay for each day absent pursuant to his sick leave accumulation as hereinabove defined. Absence on sick leave shall be charged first to the yearly allowance until it is fully exhausted and thereafter to the accumulated credit. The business office of the Borough Clerk's Office shall give written notice to each employee covered by the terms of this Agreement of his accumulated sick leave on or before January 15th of each year.

B. Personal Leave. Every employee covered by the terms of this Agreement shall be granted up to four (4) days off per calendar year, with pay, for personal reasons provided, however, that they make application to the Chief of Police or his designee, for such personal leave two (2) days in advance of the requested leave. If the employee has used his yearly allowance,

of sick leave, he cannot use accumulated sick leave for personal leave or personal days.

C. Death in Family. All employees shall receive three (3) days leave with pay up to and including the day of the funeral in the event of death in their immediate family. Immediate family shall be defined to be parent, husband, wife, child, brother, sister, grandparent, mother-in-law, father-in-law, stepmother, stepfather, or other member of employee's immediate household.

1. All employees shall receive one (1) day leave with pay in the event of death of an aunt, uncle, brother-in-law, and sister-in-law, however, said day shall not be taken after the day of the funeral.

D. Military Leave. Leave for military purposes with pay shall be granted by the Borough which shall not be charged to sick leave pursuant to State and Federal Statutes or Law.

E. Extended Leave of Absence. The Borough agrees to grant a leave of absence for one (1) year, without pay, up to two (2) officers who are elected to State or National Office in the P. B. A., or any of its affiliations, if the employee is requested to perform full-time duties in that office. On a return from leave granted, pursuant to any of the terms of this Agreement for purposes of seniority and pay guides, an officer shall be considered as if he was actively employed by the Borough during leave and the employee shall be placed on a salary guide level he would have achieved if he had not been absent.

F. Other Absences. Employees absent for any other reason than those referred to hereinabove shall require written approval of the Mayor and Council and, in any event, if granted shall be on such terms and conditions as set forth by the Chief of Police.

G. Salary During Absence Caused By On The Job Injury.

1. Whenever an employee is absent from his duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the employee shall receive his full wages for the time of such absence up to two (2) calendar years without having such absence charged to the annual or accumulated sick leave.

2. Any amount of salary or wages paid or payable to an employee pursuant to this provision shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

Article XII

INSURANCE COVERAGE

A. The Borough shall provide and pay the premiums for Blue Cross-Blue Shield, Rider J and Major Medical coverage for each employee and his family. The Major Medical limitations shall be \$100,000.00. The Blue Cross-Blue Shield hospitalization insurance shall be changed to the "750" series effective when the change was approved by the State of New Jersey.

B. In addition to the foregoing hospitalization and major medical coverage, the Borough, effective January 1, 1977 shall pay toward the premiums for a dental plan insurance for each employee covered by the terms of this Agreement, \$6.25 per month per employee. Effective January 1, 1978, the Borough shall pay and contribute toward the premiums for a dental plan insurance, for each employee covered by the terms of this Agreement, \$30.00 per month. Effective January 1, 1979, the Borough shall pay and contribute toward a dental plan for each employee covered by the terms of this Agreement, \$30.00 per month per employee and \$6.00 per month per employee for a prescription plan. The employees covered by the terms of this Agreement shall have the right to select the plan and administration of the plan shall be through the Borough as herein the past provided.

C. In addition to the foregoing insurance, the Borough, shall, effective January 1, 1976, increase the life insurance coverage to Ten Thousand (\$10,000.00) Dollars per employee.

D. The Borough will pay the cost of health insurance for employees who retire after twenty-five (25) years of credited service or on disability retirement as permitted by statute and subject to the regulations of the New Jersey Division of Pensions.

Article XIII
PROFESSIONAL DEVELOPMENT AND
EDUCATION IMPROVEMENT

A. In order to encourage employees covered under the terms of this Agreement to take courses which will improve his effectiveness and have value to the Borough, the Borough will pay tuition charges and fees for laboratory courses taken by an employee subject to the following limitations:

1. The course taken should lead to a degree or associate degree in criminology, police science, police administration, or criminal justice.

2. Payment by the Borough for reimbursement to an employee for the cost of his tuition and required books shall be paid for in full plus the actual cost of each book purchased. To receive payment for required books, the employee shall determine that the said book or books are not in the police library, if these required books are in the library, the employee will use these books provided they are available. The payment will be made to each employee at the time he registers for such course and upon substantiation of the same by submitting to the Borough proof of registration. The payments, as aforesaid, will be paid directly to the employee. If the Borough provides a library outside the Police Chief's Office, after completion of a course, the patrolman is to turn over the books he used to the Borough to be placed in said library.

B. Any officer authorized to attend a Police Academy or any other Police Training Academy recognized by the New Jersey Police Training Commission shall be granted time off to complete the course and said officer shall suffer no loss of pay by virtue of attending the course or program.

C. When an employee under the terms of this program, has obtained an Associate Degree or a Bachelor's Degree the employee shall receive as a bonus the sum of \$500.00. In cases where an employee has received an Associate Degree and then obtains a Bachelor's Degree he shall only receive the \$500.00 at the time he obtains the Associate Degree, it being the intent to make the bonus payment only one time. It being specifically understood and agreed that there shall only be one payment either for the attainment of an Associate Degree or a Bachelor's Degree and if any officer attains both degrees he shall, nevertheless, receive only one \$500.00 payment.

Article XIV ALLOWANCES

A. Clothing.

1. The Borough shall provide a \$350.00 clothing allowance annually to the employees covered by the terms of this Agreement in 1977, 1978 and 1979. In addition, the Borough shall provide a \$50.00 clothing maintenance allowance annually to the employees covered by the terms of this Agreement in 1978 and

1979. The clothing allowance and the maintenance allowance shall be a direct payment to the employees covered by the terms of this Agreement on the first day of June of each year beginning in 1978.

2. If an employee covered by the terms of this Agreement has expended the maximum of his uniform allowance and part or all of his equipment is destroyed or damaged in the line of duty, the Borough shall replace or repair those articles damaged or destroyed at no cost to the employee.

3. The following is a list of equipment furnished to the employees by the Borough and the said repair and replacement of the same shall be in the discretion of the Chief of Police or his designee at the Borough's cost and expense:

- | | |
|------------------------|--------------|
| 1. Gun and gun holster | 4. Gun belt |
| 2. Handcuff and case | 5. Badge |
| 3. Claw and case | 6. Rain Gear |

B. General Expenses.

1. Employees using personal cars for purposes as defined under the terms of this Agreement or on authorized official business for the Borough shall be compensated for such use at the rate of twelve (12¢) cents per mile in 1977 and 1978 and fifteen (15¢) cents per mile commencing January 1, 1979.

2. Employees who are out of the Borough for purposes as defined under the terms of this Agreement or on authorized business for the Borough shall be compensated for meals and such compensation shall

be two (\$2.00) dollars per meal for 1977. Effective January 1, 1978, the meal allowance shall be three (\$3.00) dollars per meal.

3. Tolls shall be compensated for upon the surrendering of receipts for travel by the said employee.

Article XV LONGEVITY

A. Effective January 1, 1975 and retroactive therefrom all employees of the Borough covered by the terms of this Agreement shall be entitled to and receive longevity pay on the following basis:

1. Completion of five (5) consecutive years of service, two (2%) per cent of the annual base pay.

2. Completion of ten (10) consecutive years of service, four (4%) per cent of the annual base pay.

3. Completion of fifteen (15) consecutive years of service, six (6%) per cent of the annual base pay.

4. Completion of twenty (20) consecutive years of service, eight (8%) per cent of the annual base pay.

5. Completion of twenty-five (25) consecutive years of service, ten (10%) per cent of the annual base pay.

B. Consecutive years in service shall be computed from the date of initial employment by the Borough, except where service was interrupted. In such cases consecutive years of service shall be computed as follows:

1. Authorized leaves of absence shall be deducted in computing total years but shall not be considered a break in service, as such. Sick leave shall not be deducted in computing total years worked.

2. Resignations and subsequent rehiring time—to be counted toward longevity pay shall only be counted from the time of the last hiring.

3. Military Service. Employees who serve in the active Armed Services shall be allowed full credit toward longevity for the time spent in service.

4. Longevity pay shall be included as part of the annual base pay and paid to each employee when he receives his normal pay check.

5. Effective January 1, 1976, longevity is to be included in base pay and to be included in calculating overtime pay, holiday pay and vacation pay. The Association and the employees as herein defined shall waive any and all rights it may have for all claims for inclusion in holiday pay and vacation pay for any time prior to January 1, 1976.

Article XVI

MISCELLANEOUS PROVISIONS

A. Neither of the parties hereto may add to or subtract from the provisions contained in the within Agreement during the duration of the same. This Agreement contains the entire understanding between the parties hereto. It is the intent of the parties hereto that the terms of the within Agreement shall

control the Borough's rights and the employees' rights exclusively other than for pension considerations, and the only amendments to statutory law that will be considered as being part of this Agreement are those amendments to Chapter 123 of the Laws of 1974. The Borough may not adopt any rules or regulations which, in any way, change the terms and conditions of this Agreement without the prior written approval of Local 98 of the P. B. A.

B. Any disciplinary action directed against an employee covered by the terms of this Agreement by the Borough, if objected to by the employee, shall be subject to the Grievance and Arbitration Procedure herein provided for.

C. The Borough shall provide legal aid to the employees covered by the terms of this Agreement in accordance with State Statutes and/or court decisions.

D. The Borough will maintain bulletin boards in suitable places at Police Headquarters to be used for posting notices by the Association.

E. The Borough agrees to print the Agreement between the parties in booklet form, at its cost and expense, in a size or dimension that will fit into an employee's shirt or pants pocket. Each employee covered by the terms of this Agreement shall be furnished a booklet.

F. If any provision of this Agreement is held to be contrary to law and such provision is not material to the continuance of this Agreement then said provision shall be regarded null and void and severable and the

Agreement shall otherwise continue in full force and effect.

Article XVII

TEMPORARY ASSIGNMENTS

During the terms of this Agreement an employee who is assigned or who performs duties in the capacity of the next higher grade shall receive the pay of that grade so long as he works the complete work week schedule in the year 1977. Beginning January 1, 1978, the employee who is assigned or who performs duties in the capacity of the next higher grade shall receive the pay of that grade on a daily basis, so long as he works the complete work day schedule. Assignments may be made by selecting the most senior officer on that shift or bureau in the Police Department who is to be named or assigned to the job hereinabove referred to. Under no circumstances does this prevent the Borough from making lateral assignments, that is, replacing the employee with a person of the same rank within the entire Police Department.

Article XVIII SALARIES

Salaries for all employees covered by the terms of this Agreement are to be increased in the years hereinafter referred to as follows:

	<i>Sergeants</i>	<i>Lieutenants</i>
1977	\$1,000.00	\$1,050.00
1978	\$1,050.00	\$1,100.00
1979	\$1,200.00	\$1,250.00

Any Superior Officer assigned to the Plainclothes Division shall be entitled to receive \$250.00 additional compensation to his base pay which shall be included in the computation of longevity benefits, pension benefits, holiday pay, vacation pay, etc.

Article XIX STRIKES AND LOCKOUTS

A. The Association will not authorize or sanction, nor will its members cause or engage in a strike during the period of this Agreement.

B. The Borough will not cause or sanction lockouts during the period of this Agreement.

C. It is understood and agreed that in the event of any strike the Association will disavow such action and will use its best efforts to induce the employees to return to work.

Article XX DURATION

This Agreement shall have an effective date of January 1, 1977 and cover the calendar years of January 1, 1977 to December 31, 1979. The contract shall automatically terminate on December 31, 1979, provided, however, that all rights and privileges appertaining to the employees under the terms of the within Agreement shall continue until such time as a successor Agreement is negotiated and no employee covered by the terms of this Agreement may be terminated or disciplined unless so provided for in the said Agreement notwithstanding its termination.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on this 1st day of March, 1978.

Attest:

/s/ Mary J. Kosakowski

BOROUGH OF SAYREVILLE

/s/ John E. Czernikowski

**SAYREVILLE SUPERIOR OFFI-
CERS OF P.B.A. LOCAL #98
(Sergeants and Lieutenants)**

/s/ Sgt. Richard A. Zdan

/s/ Sgt. Leo J. Farley

/s/ Sgt. Richard R. Kurczeski

/s/ Daniel Pavlik

DANIEL PAVLIK, P.B.A. President

