

ADDENDUM TO CONTRACT

75-76

This Agreement, entered into this 8<sup>th</sup> day  
of July, 1976, being an Addendum to Contract dated December  
11, 1975

By and Between:

THE BOROUGH OF TINTON FALLS, a municipal  
corporation of the State of New Jersey,  
with offices at 556 Tinton Avenue, Tinton  
Falls, Monmouth County, New Jersey, herein-  
after referred to as the BOROUGH;

and

THE TINTON FALLS POLICE PAY COMMITTEE,  
representing PBA Local 251, hereinafter  
referred to as the COMMITTEE;

The parties hereto having entered into a contract  
for the years 1975 and 1976 on December 11, 1975, which con-  
tract by its terms under ARTICLE XII - SCOPE AND PERIOD OF  
CONTRACT, reserved the right to continue certain negotiations  
in connection with salaries, longevity policy, sick leave  
policy and disability coverage, and

The parties having continued negotiations and having  
arrived at an understanding with respect to certain matters;

It is hereby understood and agreed as follows:

ADDENDUM ARTICLE ISALARIES

A. The salaries of certain police officers of  
the Borough of Tinton Falls are hereby determined and set

forth for the year 1976 retroactive to January 1, 1976;

Captain of Police	\$18,000.00
Sergeant of Police	15,300.00
Patrolman 1st Class	14,257.00
Patrolman 2nd Class	12,982.00
Patrolman 3rd Class	11,591.00
Patrolman Probationary	10,085.00

ADDENDUM ARTICLE II

CLOTHING AND DRY CLEANING ALLOWANCE

A. Each police officer listed in the above categories shall receive a clothing allowance of \$350.00 and a dry cleaning allowance of \$150.00 per year, payable immediately subsequent to the May meeting of the Mayor and Council upon voucher duly submitted by each member of the Department covered by this Contract.

ADDENDUM ARTICLE III

LONGEVITY

A. The schedule for computing longevity salary increases commencing effective January 1, 1976, shall be based upon the completion of the years of service in the department as follows:

After 4 years through 6 years	3% of base salary
After 6 years through 8 years	4% of base salary
After 8 years through 10 years	5% of base salary
After 10 years through 12 years	6% of base salary

After 12 years through 14 years 7% of base salary  
After 14 years through 16 years 8% of base salary  
After 16 years through 18 years 9% of base salary  
After 18 years through 20 years 10% of base salary  
After 20 years to retirement 11% of base salary

ADDENDUM ARTICLE IV

INJURY, SICKNESS AND SICK LEAVE

A. The Borough shall arrange for a group policy covering temporary disability for all of the full time members of the police department represented by the committee commencing after three months of continuous service in the department and the cost of such coverage shall be borne and paid for entirely by the Borough.

B. Each full time member of the police department shall be entitled to sick leave with pay up to a maximum of ten days in any calendar year. Unused sick leave may be accrued to the extent of one-half of the unused days, to a maximum of five days per year.

ADDENDUM ARTICLE V

Each full time member of the police department represented by the committee shall be entitled to one (1) extra holiday during the current contract year.

ADDENDUM ARTICLE VI

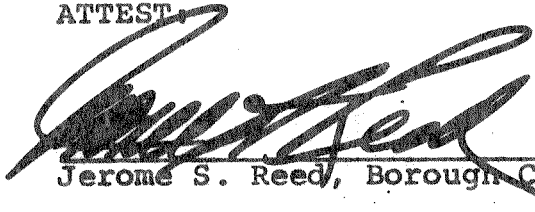
ENTIRE CONTRACT

The Contract dated December 11, 1975, together with this Addendum to Contract dated July 8, 1976, shall constitute

the entire contract between the Borough and the Committee and shall remain in full force and effect up to and including December 31, 1976.

IN WITNESS WHEREOF, the parties hereto have caused same to be executed by its respective officers or agents the day and year above written.

ATTEST

  
Jerome S. Reed, Borough Clerk

BOROUGH OF TINTON FALLS

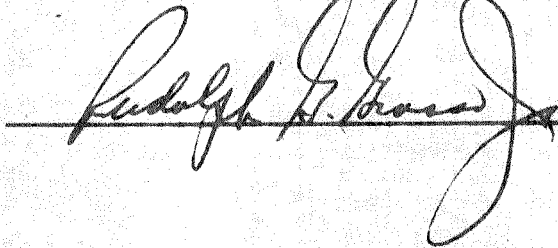
by

  
Gabriel E. Spector, Mayor

TINTON FALLS POLICE PAY COMMITTEE

  
Lt. Conrad Mueller

  
P.D. Leonard

  
Rudolph H. Brown

CONTRACT

THIS AGREEMENT, entered into this 11th day  
of December , 1975,

By and Between:

THE BOROUGH OF TINTON FALLS, a municipal corporation of the State of New Jersey, with offices at 556 Tinton Avenue, Tinton Falls, Monmouth County, New Jersey, hereinafter referred to as the BOROUGH;

and

THE TINTON FALLS POLICE PAY COMMITTEE, representing PBA Local 251, hereinafter referred to as the COMMITTEE;

which Agreement represents the complete and final understandings on all bargaining issues between the Borough and the Committee, except as set forth herein.

ARTICLE I

RECOGNITION

The Borough recognizes the Committee for the purpose of collective negotiations including grievance handling, as the exclusive representative of all members of the department excluding the Police Director, the Chief of Police and one deputy, if a deputy is so designated by the governing body.

ARTICLE II

NEGOTIATIONS PROCEDURE

In accordance with the provisions of N.J.S.A. 34:13A-1, et seq., the following negotiations procedure shall be followed in all future negotiations between the parties:

1. Whenever a matter involving conditions of employment is to be considered, a request for negotiations shall first be submitted to the other party in writing before September 1st next preceding the budget year in which the matter is to take effect.

2. Initial discussions shall be conducted as a result of a meeting between a representative of each party, and negotiations shall not begin until all materials intended to be relied upon are accumulated for study.

3. The Borough Council reserves the right to negotiate as a committee of the whole or through committees or members of the Borough Council or by persons employed by the Borough Council.

4. All negotiation sessions shall take place at such times and places as are convenient to the negotiators. If the negotiators do not agree as to the meeting place, all meetings shall be conducted at the Borough Hall.

5. No special compensation will be allowed to representatives for attendance at negotiation sessions.

6. In all other respects, negotiations between the parties shall be conducted in accordance with N.J.S.A. 34:13A-1, et seq., and the Rules and Regulations and Statement of Procedure adopted by the Public Employment Relations Commission, August 29, 1969 and such amendments thereto shall take effect hereafter.

### ARTICLE III

#### GRIEVANCE PROCEDURE

A. Definition: A grievance is defined as an alleged violation of this Agreement.

B. Purpose:

1. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the terms and conditions of employment of employees in Article I. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the police administration, and having the grievance adjusted without intervention of the Committee provided the adjustment is not inconsistent with this agreement. The Committee will be given the opportunity to be present at such informal meetings provided the grievant requests same.

C. Procedure: An aggrieved employee shall institute action under the provisions hereof within sixty (60) calendar days of the occurrence, of which he complained. Failure to act within said sixty (60) days shall be deemed to constitute an abandonment of the grievance.



D. The following procedure is mutually agreed upon for the settlement of grievances:

1. Step One: An employee with a grievance shall first discuss it with his Shift Commander with the objective of resolving the matter informally.

2. Step Two: If the aggrieved person is not satisfied with the disposition at Step 1, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, the aggrieved person may discuss the matter with the Police Director and shall present to the Director a statement of the grievance in writing. The Director shall render his decision in writing within five (5) calendar days after presentation of a grievance to him.

3. Step Three: If the aggrieved person is not satisfied with the decision under Step 2, or if no decision has been rendered by the Director within five (5) calendar days after presentation to the Director, the aggrieved person may present the grievance in writing to the Chairman of the Public Safety Committee. The Chairman shall render his decision, in writing, within fourteen (14) calendar days after the presentation of the grievance to him.

4. Step Four: In the event that the aggrieved person is not satisfied with the decision of the Chairman of the Public Safety Committee at Step 3, or in the event



that no decision has been rendered by the Chairman within fourteen (14) calendar days after presentation of the grievance to him, the matter shall be presented by the aggrieved person, or the Committee on his behalf, to the Mayor and Council. If the grievance is presented to the Mayor and Council in writing at least fourteen (14) calendar days prior to a regularly scheduled meeting, it shall be taken up at that meeting. If the grievance is presented less than seven (7) calendar days prior to a regularly scheduled Council meeting, it may be taken up by the Mayor and Council at a special meeting or the following regularly scheduled Council meeting. After the grievance has been taken up by the Mayor and Council, a decision shall be rendered in writing no later than fourteen (14) calendar days thereafter.

5. Step Five: In the event that the aggrieved person is not satisfied with the decision of the Mayor and Council, the aggrieved person, or the Committee on his behalf, has fifteen (15) calendar days in which to request binding arbitration.

a. The Arbitrator shall be selected in accordance with the Rules and Regulations of the American Arbitration Association.

b. The Arbitrator's decision shall be binding on all parties and in writing and shall be issued not

later than thirty (30) calendar days after the close of the Arbitration Hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

c. The Arbitrator shall have the power and authority to make any decision which shall bind the parties and his opinion shall be binding on all parties concerned.

d. The costs for the services of the Arbitrator shall be borne equally by the Borough and the Committee. All other expenses incidental and arising out of the Arbitration shall be paid by the party incurring same.

e. A grievance affecting a group of employees under Article I may be submitted by the Committee in accordance with the foregoing procedure.

f. Charges or Complaints Against Employees:  
Charges or complaints in writing against any member of the Police Department shall be investigated by the Police Director. In the event the Director determines that discipline beyond a reprimand is warranted the matter may be appealed to the Public Safety Committee.

The Public Safety Committee may return the matter to the Director for further investigation, dismiss the matter or determine that formal charges shall issue and refer the matter to the Mayor and Council.

In the event of a formal hearing before the Mayor and Council, the officer will be notified in writing of the hearing date, charges, complainant's name and the names of any witnesses.

The accused officer or officers shall have the right to be represented by counsel during a formal hearing before the Mayor and Council and has the right to consult counsel at any step of the procedure.

#### ARTICLE IV

##### HOLIDAYS

The current practice with reference to holidays shall be continued for the lifetime of this Agreement, except that an officer may elect to be paid at one and one-half times his regular rate up to and including twelve holidays. Said officer shall make this request in writing through the Police Director no later than February 1st of that calendar year. Such request shall include the date of payment requested by the officer, but in no case shall payment be made later than December 1st of that calendar year. In the event an officer leaves the employment of the Borough prior to the end of the calendar year, he shall be paid for only those holidays which were celebrated during the period he remained employed in that year.

ARTICLE V

VACATIONS

The current practice with reference to vacation time shall be continued for the lifetime of this Agreement.

ARTICLE VI

CLOTHING ALLOWANCE

The Borough shall provide a clothing allowance of a maximum of \$325.00 for the period of this contract for each member above the rank of probationary officer. This allowance shall be accomplished by payment directly to the vendor upon approval by the Borough of the vendor's voucher. At the end of each year any money unspent toward said clothing allowance shall not accumulate or accrue toward the following year. The Borough shall also provide a one hundred dollar (\$100.00) dry cleaning allowance payable December 1, upon submission of voucher by the officer. Should an officer leave his employment with the Borough prior to that date, his dry cleaning allowance shall be pro rated based upon the number of months employed during that year.

ARTICLE VII

OVERTIME

Overtime is hereby defined as the time worked in excess of the normal work schedule. Such schedule is the one which is now designated in Police Headquarters as the 20 day work cycle. Extra days off will be scheduled at the rate of thirteen (13) days per year. All overtime work be-

yond any scheduled eight hour working period shall be credited as overtime, except as to overtime which is less than 15 minutes prior to such scheduled eight hour period. No pay for overtime shall be allowed unless authorized or approved by the Police Director or other designated officer.

During the period of this contract, overtime shall be computed at the rate of time and one-half of the officer's regular rate of pay in accordance with the salary schedule in Article VIII herein, which shall include, in addition, the officer's college incentive and longevity payments.

In the event an officer is called in for duty on a day off, or is called in to duty after the officer has left the Borough premises, he shall be paid a minimum of three hours pay at time and one-half regardless of the actual hours worked.

#### ARTICLE VIII

##### SALARY GUIDE FOR 1975

A. The compensation of the Sergeants of Police for the year 1975 and retroactive to January 1, 1975 shall be an annual salary of \$14,434.00.

B. The compensation of the Patrolman in grade of 1st Class for the year 1975 and retroactive to January 1, 1975 shall be an annual salary of \$13,450.00.

C. The compensation of the Patrolman in grade of 2nd Class for the year 1975 and retroactive to January 1, 1975 shall be an annual salary of \$12,247.00.



D. The compensation of the Patrolman in grade of 3rd Class for the year 1975 and retroactive to January 1, 1975 shall be an annual salary of \$10,935.00.

E. The compensation of the Patrolman on probation for the year 1975 and retroactive to January 1, 1975 shall be an annual salary of \$9,514.00.

F. The current practice with reference to longevity shall be continued for the lifetime of this Agreement.

#### ARTICLE IX

##### INSURANCE

The Borough shall provide and maintain insurance coverage in the amount of \$20,000.00 for each member covered by this Agreement, in addition to any and all insurance coverage now in effect. In addition, the Borough shall provide Blue Cross-Blue Shield coverage including Rider "J" at the expense of the Borough. False arrest insurance and liability insurance shall be and is provided by the Borough as part of its overall insurance coverages.

#### ARTICLE X

##### PROFESSIONAL EDUCATION

A. Members of the Police Department shall receive, in addition to other salaries, Twenty (\$20.00) Dollars for each credit hour earned in recognized college with a grade of C or better. Such determination shall be in accordance with provisions of Ordinance No. 254, adopted November 6,



1969 as amended by Ordinance No. 281, adopted July 1, 1971, now in effect.

B. The additional remuneration noted in Paragraph A above, shall only be payable by the Borough upon presentation of proper certification of successful completion of the courses.

#### ARTICLE XI

##### PBA PARTICIPATION

A. One delegate member of the Local PBA shall be permitted time off to attend the PBA State Convention pursuant to N.J.S.A. 11:26C-4.

B. One representative of the Local PBA shall be allowed to attend the State PBA meetings which are held on a monthly basis. In the event said PBA meeting occurs during the regular work period of the delegate to the State PBA, his compensation shall not be reduced or increased by reason of the time off taken to attend said meeting.

#### ARTICLE XII


##### SCOPE AND PERIOD OF CONTRACT

A. This Agreement shall be effective as of January 1, 1975 and shall remain in full force and effect for the years 1975 and 1976, it being understood and agreed, however, that for the year 1976 only, each party reserves the right to continue negotiations in connection with salaries, longevity policy, sick leave policy and disability insurance coverage.

B. This Agreement is not intended to alter the rights, benefits, or obligations of members of the Department, pursuant to existing ordinances of the Borough, the Laws of the State of New Jersey and of the United States of America except that where provisions of existing resolutions of the Borough are directly inconsistent with provisions of this agreement, the provisions of this agreement shall control.

IN WITNESS WHEREOF, the parties hereunto have caused same to be executed by its respective officers or agents the day and year above written.

ATTEST:

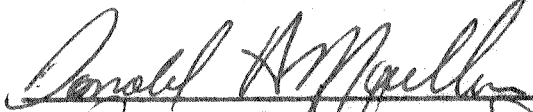


  
Jerome S. Reed, Borough Clerk

BOROUGH OF TINTON FALLS

by

  
Gabriel E. Spector, Mayor

TINTON FALLS POLICE PAY COMMITTEE

  
Donald H. Mueller  
  
Rudolph J. [unclear]  
  
Theodore D. White