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**AGREEMENT BETWEEN  
BOROUGH OF PENNS GROVE  
AND  
PENNS GROVE POLICE ASSOCIATION**

**LIBRARY**  
**INSTITUTE OF MANAGEMENT**  
**AND LABOR RELATIONS**  
**OCT 1991**  
**RUTGERS UNIVERSITY**

**January 1, 1991  
Through  
December 31, 1991**

WHEREAS, the Borough of Penns Grove, a Municipal Corporation with offices at State and West Main Streets, Penns Grove, Salem County, New Jersey, herein after referred to as the Borough: and the Sergeants, Corporals and Patrolmen of the Penns Grove Police Department, by their representative, the Penns Grove Police Association, hereinafter referred to the Association, are desirous of entering into an agreement for the establishment of salaries, benefits and the enumeration of other terms and conditions of employment to be effective from January 1, 1991 through December 31, 1991; with the conditions agreed to being retroactive to January 1, 1991, WITNESSETH:

## **ARTICLE I**

### **RECOGNITION**

The Borough agrees to recognize the Penns Grove Police Association as the sole and exclusive collective bargaining representative for the Sergeants, Corporals and Patrolmen of the Penns Grove Police Department. The Chief of Police and Lieutenant are excluded.

## **ARTICLE II**

### **CONTRACT PERIOD**

This agreement shall be effective from January 1, 1991 through December 31, 1991 or until a successor agreement is reached. It is understood that the contract is retroactive to January 1, 1991 in all matters.

## ARTICLE III

### BASE SALARIES

Each member of the Association shall receive an annual salary as follows: For the period commencing January 1, 1991 and terminating December 31, 1991, and annual salary equal in amount to the base salary received by that individual as of December 31, 1990 , together with an increase of seven percent (7%) over and above said salary.

Payment of said salaries shall be in semi-monthly installments.

## ARTICLE IV

### LONGEVITY BONUS

The foregoing schedule of salaries of Association members shall be subject to a longevity bonus or allowance as a reward for years of service and as an incentive to continuity of services to be computed as follows:

- |                   |                 |
|-------------------|-----------------|
| (a) Five Years    | 2% of base rate |
| (b) Ten Years     | 4% of base rate |
| (c) Fifteen Years | 5% of base rate |
| (d) Twenty Years  | 6% of base rate |

Amounts payable as longevity bonuses shall be paid in equal semi-monthly installments with base salary.

## **ARTICLE V**

### **OVERTIME**

Any employee required to work in excess of eight (8) hours in any tour of duty, or forty (40) hours in a work week, shall be entitled to overtime pay at the rate of one and one-half (1-1/2) their regular rate for all overtime hours worked. Any employee required to work in excess of eight (8) hours in any twenty four (24) hour period shall be entitled to overtime pay at the rate of one and one-half (1-1/2) their regular rate for all overtime hours worked.

In the event of an officially declared civil disturbance or riot, all Association members engaged in the performance of their duties will receive the compensation of two (2) times their regular rate of pay for the hours worked.

The regular members of the Association shall have priority over auxiliary police officers in regard to having the opportunity to work overtime.

All sums for overtime shall be paid on or before the fifteenth (15th) day of the month following the month in which said overtime is worked. Commencing September 30, 1991, all overtime sums for overtime shall be paid to coincide with the pay in the week that the overtime occurs.

## **ARTICLE VI**

### **SHIFT DIFFERENTIAL PAY**

Commencing January 1, 1990, all Association members shall receive shift differential of five percent (5%) per hour additional when working the 2:00 p. m. until 10:00 p. m. shift or the 10:00 p.m. until 6:00 a. m. shift.

Shift differential pay is payable on or before the fifteenth (15th) day of the month following the month in which said differential pay is earned.

## ARTICLE VII

### CALL IN

When an Association member is required to work during time when that member is scheduled to be off duty, the member shall be compensated for two (2) hours at his regular hourly rate and , in addition thereto, shall receive time and one half (1-1/2) for actual hours worked. Said sums are payable on or before the fifteenth (15th) day of the month following the month in which said compensation is earned.

## ARTICLE VIII

### SCHEDULE CHANGE

When an employee has his work schedule changed without seventy-two (72) hours prior written notice, he shall be paid two (2) hours allowance at his regular hourly rate prior to his first hours of work changed by such revision. This allowance shall not apply to changes in the working hours when:

- (a) Member requests the change
- (b) Returning member to his regular schedule
- (c) The transferring or detailing of a member to a higher-rated job or a transfer at the member's request.

## **ARTICLE IX**

### **REQUIRED COURT TIME**

Commencing January 1, 1990, members shall receive compensation for appearance in court and/or before administrative bodies associated with the courts for matters related to the performance of their duties. Members shall be entitled to overtime pay at the rate of one and one-half (1-1/2) their regular rate for the hours.

Members shall also receive mileage allowance for traveling to and from court and/or administrative bodies associated with the courts, other than municipal court.

No such payment shall be required when such an appearance is made during regularly scheduled duty hours, except mileage allowance for the use of the member's own car. Compensation for court time shall be paid on or before the fifteenth (15th) day of the month following the month in which the appearance is made.

## **ARTICLE X**

### **UNIFORM CLEANING, MAINTENANCE AND SHOES**

All members shall be issued uniforms on a regular basis. Uniformed members shall receive seven hundred dollars (\$700.00) annual allowance for the cleaning and maintenance of uniforms and the purchase of shoes. Allowance shall be paid annually on April 15th only.

If any Association member shall leave the force after having been paid cleaning and shoe allowance, he shall reimburse the proportionate amount due to the Borough. The amount will be calculated over an annual period.

## **ARTICLE XI**

### **BREATHALIZER OPERATION**

Commencing January 1, 1990, whenever an operator is called in to administer a breathalyzer test while off duty, he shall be paid a fee of thirty dollars (\$30.00) for each test performed by him. No additional compensation will be due to any on duty operator.

## **ARTICLE XII**

### **TRAVELING EXPENSES**

All members traveling outside the Borough on official business at the explicit direction of their supervisor shall be paid within thirty (30) days for all reasonable expenses incurred in such travel.

The Borough shall endeavor to provide an automobile for such travel, except for basic training at the Police Academy, and when such automobile is not provided, the Borough shall pay the member twenty cents (\$.20) per mile for such travel. The money shall be paid to the employee providing the transportation. An authorized approval slip must be attached to the voucher requesting such payment which indicated "TO, FROM, LOCATION, PURPOSE AND APPROVED BY."

## **ARTICLE XIII**

### **PROVISION MEALS**

The Borough shall supply all members who work in excess of eight (8) hours during an officially declared emergency with a hot meal at three dollars (\$3.00) per man and with such a meal for each consecutive shift thereafter.

## ARTICLE XIV

### VACATIONS

All members shall be entitled to the following vacation periods as measured by time and service:

- (a) From one to less than four years - two (2) weeks
- (b) From four to less than eight years - three (3) weeks
- (c) From eight to less than fifteen years - four (4) weeks
- (d) From fifteen to less than twenty five years - five (5) weeks
- (e) From twenty five years and over - six (6) weeks

Vacations will be handled among the shift.

Vacation dates shall be selected and posted not later than April 15th. Dates shall be determined by seniority within each shift. Vacations not posted by April 15th will be at the discretion of the Operations Officer. Requests to change dates shall be subject to the approval of the Operations Officer.

All officers may take up to one week of vacation as individual days during the year. This week shall consist of seven (7) vacation days.

In the event the member schedules his vacation for a period of seven (7) consecutive days coinciding with his regularly scheduled shift, said member will be charged with one (1) weeks vacation. A member wishing to take his vacation in a shift that has less than seven (7) consecutive working days (6:00 a. m. - 2:00 p. m. shift) will only receive vacation days for those days on that scheduled shift and said member will be charged with one (1) weeks vacation.

Members are entitled to schedule vacation time beginning January 1st to January 1st of each year.

Members are entitled to bank up to three (3) weeks of vacation MAXIMUM and must use these banked weeks vacation before retiring and may not sell banked weeks. Members may bank vacation weeks at any time, no maximum amount of service is required.



## **ARTICLE XV**

### **BLUE CROSS AND BLUE SHIELD INSURANCE AND LIFE INSURANCE**

All members shall be eligible to receive, upon appointment, at no cost to them, group life insurance coverage in the amount of ten thousand dollars (\$10,000.00). Coverage will continue only as long as the member is an active employee of the Borough Police Department and will be payable only in the event of death while on active member of the Borough Police Department under any circumstances.

All members and their families shall be covered by present Blue Cross and Blue Shield plans upon appointment to the Borough Police Department. All payments, restrictions, coverages and exemptions shall be the same as the regular police plan participation.

During the life of the contract Blue Cross and Blue Shield shall be provided at no cost to the association members. This includes Major Medical coverage.

The Borough shall continue to cover all persons retiring from the force with similar coverage when they are declared eligible for pensions, i. e., husband and wife coverage for the life of the pensioner and to continue coverage for the wife in the event of death of the pensioner. This coverage will continue for the pensioner's wife until wife remarries or the death of the wife.

## **ARTICLE XVI**

### **PRESCRIPTION DRUG AND DENTAL PLAN**

All members and their families shall be covered under the Prescription and Dental Plan with the following provisions commencing January 1, 1990:

(a) There shall be a limit of six hundred and fifty dollars (\$650.00) for any family within a contract year for the combination of Prescription and Dental Plan.

(b) There shall be a one dollar (\$1.00) deduction on each prescription.

## **ARTICLE XVII**

### **DISABILITY WAGES**

Wages for disability under the present plan will be thirteen (13) weeks at full pay, followed by seven (7) weeks at one-half (1/2) pay for each unrelated disability.

Disability pay will be terminated at any time during the twenty-week period upon the determination of the attending physician; that the recipient is physically able to return to duty to perform sedentary work until such time as he can resume his normal duties.

All members shall be eligible for disability benefits following completion of one year's service in the Department.

## ARTICLE XVIII

### LINE DIVISIONS, PROMOTIONS

Each uniformed shift with the Police Department shall consist of one Sergeant, one Corporal and a number of patrolmen pursuant to the immediate needs of the Police Department.

#### CORPORAL

Promotion to the position of Corporal shall be based upon the following criteria:

1. Selection shall be made from available uniformed men who have completed a minimum of three years of satisfactory police service.

2. Each candidate shall have served in the capacity of acting sergeant for a minimum of one week during his career. The time served in such capacity need not be consecutive days but rather may be based upon cumulative time. Notwithstanding, an absence of any Corporal for more than one year, this section shall be deemed void upon the appointment of four Corporals.

3. Seniority and merit shall be the deciding factors in selection eligible candidates.

4. Service shall be deemed satisfactory if an eligible patrolman has attained satisfactory evaluations during his tenure in office. However, such evaluations shall not be deciding factors in the selection of Corporals but rather a mitigating consideration in such deliberations necessary for any selection.

5. Each Corporal shall serve in a probationary capacity commencing on the date of appointment for a period of six months. At the end of six months, each Corporal, with the approval of the Mayor and Council, shall receive permanent appointments to the positions.

Each Corporal shall perform the duties prescribed in the rules and regulations to regular patrolmen. In addition, each Corporal shall be responsible for supervising his shift, or another shift, in the absence of any officer of higher ranking on that shift. An officer of higher ranking capacity shall be considered the Chief, a Lieutenant, a Sergeant or a Corporal whose accumulated service is greater than the other members of the shift.

### PATROLMAN FIRST CLASS

Every Patrolman, upon completion of three years of satisfactory police service, shall be eligible for promotion to the rank of Patrolman First Class.

1. Service shall be deemed satisfactory if an eligible patrolman has attained satisfactory police performance evaluations during his tenure in office. However, such evaluations shall not be deciding factors in the selection of Patrolman First Class, but rather a mitigating consideration in such deliberations necessary for any selection.

Patrolman First Class shall perform all the duties prescribed to regular patrolmen in the rules and regulations.

## **APPEALS**

Any officer denied a promotion to Corporal or Patrolman First Class based solely upon a claim of unsatisfactory service due to poor performance reports may appeal said denial through the normal suspension appeal process.

1. It will be the responsibility of the aggrieved officer to submit all evidence necessary to refute his performance reports.

## **APPOINTMENTS**

The Chief of Police shall present the Police Committee with all appropriate personnel records of eligible officers. The Police Committee shall, after review of the personnel records, recommend eligible candidates to the Mayor and Council. Such recommendations shall be based upon the eligibility requirements contained herein. The Mayor and Council shall be responsible for all appointments.

## **ARTICLE XVIII**

### **CONTINUING EDUCATION**

Attendance at police related schools will be encouraged by the governing body and manpower requirements will determine scheduling.

Upon completion of any college course pertaining to police related activity, the governing body will reimburse the member, upon submission of proof of accreditation, cost and successful completion thereof, up to one hundred dollars (\$100.00) per semester and up to a maximum of two hundred dollars (\$200.00) per calendar year.

## ARTICLE XX

### HOLIDAYS

The following schedule of paid holidays is agreed upon for Association members:

- |                          |                     |
|--------------------------|---------------------|
| 1. New Year's Day        | 6. Labor Day        |
| 2. Washington's Birthday | 7. Thanksgiving Day |
| 3. Good Friday           | 8. Christmas Eve    |
| 4. Memorial Day          | 9. Christmas Day    |
| 5. Independence Day      |                     |

Any member who works any of the above enumerated holidays shall be compensated at the rate of one day's pay over and above his regular daily pay. If a holiday should fall on a scheduled day off, the member shall be compensated at the rate of one day's pay.

Holidays will be paid annually on November 15th.

## ARTICLE XIX

### DEATH IN FAMILY BENEFITS

A member who is excused from work due to death in his immediate family shall be paid his regular rate of pay for his scheduled working hours excused for a maximum of three (3) scheduled working days, starting on the day of death or on the day following death. The hours paid for but not worked shall not be used in computing overtime pay for hours worked in excess of forty (40) hours in the work week.

A member of the association member's immediate family shall be limited for the above purposes to father or mother, husband or wife, brother or sister, son or daughter and mother-in-law or father-in-law. No more than three (3) days will be given should more than one death occur in the family within any three day period. No allowance shall be granted in the case where any member does not attend the funeral of the deceased. Notice of such death must be given to the member's supervisor as soon as is reasonably possible,

A member who is excused from work to attend the funeral of his grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, shall be paid his regular rate of pay for regularly scheduled hours of work for up to a maximum of eight (8) hours. Brother-in-law and sister-in-law are defined as the spouse of the member's brother or sister and the sister or brother of the member's spouse. No pay allowance shall be granted in cases where the member does not attend the funeral of the deceased. The hours paid but not worked shall not be used in computing overtime pay for hours worked in excess of forty (40) hours in the work week. Notice of such deaths must be given to the member's supervisor as soon as is reasonably possible.

The Borough shall designate at least three (3) representatives to attend the funeral of another police officer, i. e., at least three Association members.

## **ARTICLE XXII**

### **SUSPENSIONS**

. Any member suspended without pay for any Departmental charges or the commission of disorderly persons offenses shall be entitled to a hearing before the Police Committee. Nothing in this agreement shall limit or deny the right to a hearing as it may be available in other circumstances pursuant to applicable law.

## **ARTICLE XXIII**

### **GRIEVANCE PROCEDURE**

It being the wish and desire of all parties to this agreement to settle disputes arising from the terms of this agreement, from the imposition of discipline and from all other matters of mutual concern to the parties as quickly as possible, a grievance mechanism is hereby established.

There shall be an Employee Grievance Committee of three duly chosen members of the Association.

Said grievance committee shall pursue employee grievances in the following procedures:

**Step One:** Any grievance must be presented within ten working days after the aggrieved person knew of the event or events upon which the claim is based or else such grievance is deemed waived. Within the said ten-day period the employee shall bring the matter to the attention of his immediate supervisor. If the supervisor does not adjust the problem immediately, the employee shall proceed to step two.

**Step Two:** An employee shall bring the grievance to the attention of the grievance committee.



Step Three: The grievance committee shall present the grievance to the Lieutenant in writing. In the absence of the Lieutenant the grievance should be presented directly to the Chief of Police.

Step Four: If within five working days the Lieutenant has failed to act or the dispute has not been otherwise settled to the member's and the grievance committee's satisfaction, the grievance committee shall bring such grievance to the attention of the Chief of Police in writing.

Step Five: If within five days the Chief has failed to act on the written grievance, or the dispute has not been otherwise settled to the member's and grievance committee's satisfaction, the grievance shall be presented to the Police Committee in writing.

## **ARTICLE XXIII**

### **EYEGASSES PLAN**

The Borough agrees to pay the cost of one visit by any member to an ophthalmologist every two years. In the event that the ophthalmologist prescribes eyeglasses for any member, the Borough shall pay a dollar amount of one hundred twenty-five dollars (\$125.00) toward the purchase of specified eyeglasses (no substitutions) to be obtained through a specified optometrist. In addition, in the event that an officer's eyeglasses (frames and/or lenses) are damaged or destroyed in the line of duty, the Borough shall pay a dollar amount of one hundred twenty-five dollars (\$125.00) toward the purchase of specified eyeglasses (no substitutions) to be obtained through a specified optometrist.

## ARTICLE XXIV

### INVESTIGATORS

When a police officer is transferred to investigation duties, the following items shall apply to said officer:

- (a) Commencing January 1, 1988 investigator(s) shall not receive shift differential compensation unless scheduled to work those shifts.
- (b) Commencing January 1, 1989 investigator(s) shall receive vacation time based on a five-day work week.
- (c) Investigator(s) shall receive four (4) paid personal holidays.
- (d) Investigator(s) shall receive a clothing allowance of three hundred dollars (\$300.00) maximum per year, payable on the fifteenth (15th) of each month at twenty-five dollars (\$25.00) per month in this position. Clothing began on January 1, 1988. This allowance shall be in addition to Article X.
- (e) Anyone assigned to the investigation duties will be entitled to the same benefits on a pro-rated basis.
- (f) Investigator(s) may be required to work in excess of eight (8) hours in any tour of duty or forty (40) hours per week. Investigator(s) will be compensated at a flat rate of an additional two hundred fifty dollars (\$250.00) per month. Investigator(s) will not receive compensatory time, pay for court time, shift differential or overtime pay. Two hundred fifty dollars (\$250.00) per month flat rate shall compensate for these items.

**ARTICLE XXVI**

**SENIORITY**

## **ARTICLE XXVII**

### **SHIFT CHANGES, MEAL BREAKS AND TRANSPORTING OFFICERS**

Shift changes and shift assignments are subject to the rights of the person(s) or body having charge of the Police Department to make administrative changes in shift assignments, but are subject to the New Jersey statutory rights of the Penns Grove Police Association.

**PICKING UP AND DROPPING OFF OFFICERS:** The Borough will permit the use of police vehicles to pick up officers at the beginning of their shift and take them home at the end of their shift, both within the limits of the Borough of Penns Grove and outside the Borough limits within a two-mile radius of the Borough borders.

**MEAL BREAKS:** The Borough will permit the following meal breaks:

- 6:00 a.m. to 2:00 p.m. - thirty (30) minutes
- 2:00 p.m. to 10:00 p.m. - sixty (60) minutes
- 10:00 p.m. to 6:00 a.m. - forty five (45) minutes

Patrol vehicles will be limited to a two-mile radius of the Borough borders. Meal will be taken at the officer's home if within the two-mile radius. Officers are subject to recall. Route 295 Diner, Bob's Big Boy Restaurant at Golden Corners and the Holiday Inn at Golden Corners also qualify.

## ARTICLE XXVIII

### TERM OF AGREEMENT AND AMENDMENT PROCEDURES

The parties to the agreement, recognizing the importance of orderly, just and expeditious agreement on terms and conditions of employment, agree that this agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations, and further agree to be bound by its terms, which terms they intend to cooperatively and in good faith honor, support and seek to fulfill.

By mutual agreement, the parties hereto may discuss a matter of significant impact, and if agreement is reached to do so, amend this agreement in writing. The procedure to amend shall be initiated as follows: The party wishing to amend or modify shall give the other party sixty (60) days notice in writing of intent. The party to whom the writing is addressed shall forthwith reply indicating its refusal or willingness to discuss the matter.

The agreement shall be effective for the term described in Article II.

ARTICLE XXIX

SUBJECT TO APPROPRIATIONS

Payment under the terms of this contract shall be conditioned upon appropriations being made therefor.

IN WITNESS WHEREOF: The parties hereto have executed this agreement in the Borough of Penns Grove, County of Salem, New Jersey on the date specified next to their signatures.

FOR THE BOROUGH OF PENNS GROVE

Joseph E. Venello 12/2/91  
Date

[Signature] 12/2/91  
Date

Paul T. Molinaro 12/2/91  
Date

\_\_\_\_\_  
Date

FOR THE ASSOCIATION

[Signature] 12-2-91  
Date

[Signature] 12-2-91  
Date

[Signature] 12-2-91  
Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Gilda T. Gill, Clerk

Contract no. 1637

TO : Borough of Peens Grove  
FROM : Penns Grove Police Association  
DATE : Jan 22, 1992  
RE : List of PGPA Officers

Mrs. Gurnell,

Listed below are the names of the officer involved  
with the PGPOA committee's.

<u>Association Officers</u>	<u>Grievance Committee</u>	<u>Negotiation Committee</u>
President -Cpl. Ashfield	Cpl. Ashfield	Cpl. Ashfield
Vice Pres.: Sgt. Doubledee	Sgt. Doubledee	Sgt. Doubledee
Sec treas. Ptl. Spinelli		Ptl. Stranahan
		Alt. E. Spinelli

Thank You ,

The Penns Grove Police Officer's Association