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NOTARY PUBLIC  
In and for the State of New Jersey

1978

NOTARY UNIVERSITY

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1/1/78-12/31/80

**THIS DOES NOT  
CIRCULATE**

This Agreement made this 3rd day of February, 1978, by and between the Township of East Brunswick, hereinafter referred to as the "Employer" and the East Brunswick Township Policemen's Benevolent Association Local #145, hereinafter referred to as the "Employee."

It is agreed to as follows:

ARTICLE I - RECOGNITION

Section A. The Employer hereby recognizes the Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work and other terms and conditions of employment for an appropriate negotiating unit established in accordance with N.J.S.A. 34:13A-5.3 as supplemented and amended.

Section B. Included in the negotiating unit shall be those Employees of the Township within the Department of Public Safety whose job titles are Captain, Lieutenant, Sergeant and Patrolman.

The Administration reserves the right to seek clarification of the bargaining unit during the term of this contract.

ARTICLE II - GRIEVANCE PROCEDURES

Section A - Definitions

1. A "grievance" is any dispute between the parties to this Agreement concerning the application, interpretation, or violation of this agreement.
2. An "aggrieved person" is the person or persons making the claim of a grievance or the Association.
3. "Police-Officer" is any full-time member of the East Brunswick Department of Public Safety, Division of Police, with the title of Patrolman, as defined by Resolution #2050, Sergeant, Lieutenant or Captain.
4. "Grievance Representatives" are any member or members of the Association so appointed by the Association.

Section B - Purpose

1. The purpose of the procedure is to secure at the lowest possible level, solutions to the problems which may from time to time arise affecting police officers of the division. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

## Section C - Grievance

1. Should dispute or difference arise between the Township and Association or member of the Association as to the interpretation, application, or operation of any provision of this Agreement, or arising from a lack of equality in treatment of employment, the parties shall endeavor to settle the matter in the simplest and most direct manner. The procedure shall be as follows, unless any step thereof is waived by mutual consent.

First Step. A meeting shall be held between the aggrieved person, the grievance representative and the party whose action resulted in the allegation of a grievance. The grievance shall be reduced to writing and presented to the above party at this meeting.

The written statement of grievance must be submitted no later than thirty calendar days after the grievance arises or after the aggrieved employee may reasonably be presumed to have knowledge of the matter. The time limitations in this Article are of the essence and not merely procedural. No grievance shall be entertained or processed unless it is filed within the time limits set forth in this Section. If a grievance is not appealed within the time limits for appeal set forth below, it shall be deemed settled on the basis of the last answer of the Township, provided that the parties may mutually agree in writing to extend any time limits. If the Township fails to provide an answer within the time limits so provided, the Association may immediately appeal to the next step.

A written answer to the grievance shall be returned by the above party to the grievance representative not later than three (3) working days from the date of the meeting.

Second Step. If the grievance is not settled at the first step to the satisfaction of the aggrieved person and the grievance representative, a second step meeting shall be held within ten (10) working days of the receipt of the written answer from the first step. This meeting shall be with the Director of Public Safety, or the division head if different than the Director, and those persons designated by the Association. The written grievance shall be forwarded by the Association along with the written answer from each step. The Director of Public Safety, or the division head if different than the Director, shall reply in writing within three (3) days from the date of the meeting of the second step. In the event there is a division head and the grievance is not settled, the Second Step shall be repeated with the Director of Public Safety.

Third Step. If the grievance is not settled to the satisfaction of the aggrieved person and the Association at the Second Step, a meeting shall be held with the Business Administrator within ten (10) working days of the receipt of the written reply from the Second Step. The Business Administrator shall, within three (3) working days of the receipt of the conclusion of the Third Step meeting, reply in writing to the grievance representative his determination in the matter.

Fourth Step. If the aggrieved member and the Association are not satisfied with the handling or result of the grievance on the third level, he will notify the Business Administrator of the Township within fifteen (15) working days, in writing, that he wishes to take the matter to arbitration. Within ten (10) working days after such written notice of submission to arbitration, the Business Administrator of the Township and the Association representatives shall attempt to agree upon a mutually acceptable arbitrator to serve. If a mutually acceptable arbitrator cannot be agreed upon within fifteen (15) working days, a request shall be made by the aggrieved party to the New Jersey Arbitration Service for a list of arbitrators. The parties shall then be bound by the rules and procedures of the New Jersey Arbitration Service in the selection of an arbitrator. The arbitrator so selected shall confer with the Representatives of the Township and the Representative of the Association, and hold a hearing promptly, and shall issue his decision not later than 20 days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing, and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall be limited to the issue submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be submitted to the Employer and to the Representative, and shall be binding and final on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Employer and the Association.

If either or both parties desire(s) a verbatim record of the proceedings, it may cause such a record to be made, and the cost of such record shall be (equally borne by the parties) or (borne by the party requesting the record).

### ARTICLE III - HOLIDAYS

Section A. The following holidays with pay shall be granted to all employees covered by this Agreement:

New Year's Day	Memorial Day	General Election Day
Lincoln's Birthday	Independence Day	Veteran's Day
Washington's Birthday	Labor Day	Thanksgiving Day
Good Friday	Columbus Day	Christmas Day
Easter Sunday		

Section B. If a holiday falls on a Sunday it shall be observed on the following Monday, and if it falls on Saturday, it shall be observed on the preceding Friday.

Section C. In addition to the above holidays, when such holidays fall on a Thursday, the following Friday shall also be given off with pay to all employees covered by this Agreement. Also, when one of the above holidays falls on a Tuesday, the preceding Monday shall be given off with pay as a holiday to all employees covered under this agreement. During the term of this contract holidays shall be accrued under this section and be taken as a part of the employee's vacation.

Section D. Due to the emergency nature of the Division of Police and the need for seven day operation, the above Holidays in Sections A, B, and C shall be granted to employees covered by this agreement as vacation leave to be taken at any time during the year. This vacation leave shall be in addition to all vacation referred to in any other Article of this Agreement. Section D of Article VI shall not apply to these days and these days are non-cumulative.

Upon termination of employment, an employee shall receive termination compensation for only those holidays accumulated prior to the date of termination.

#### ARTICLE IV - PERSONAL DAYS

Section A. Each employee shall be granted four (4) personal days off with pay in each contract year non-cumulative, and in units of full or half days. In the first year of employment, one (1) personal day shall be accrued for each three months of employment.

#### ARTICLE V - LONGEVITY PAY

Section A. All employees shall be entitled to the additional compensation based upon completed full years of service as of January 1st of each year as follows:

##### ADDITIONAL COMPENSATION PERCENTAGE OF GROSS SALARY

2% at the end of the 5th year and start of the 6th year  
4% at the end of the 9th year and start of the 10th year  
6% at the end of the 14th year and start of the 15th year  
8% at the end of the 19th year and start of the 20th year  
10% at the end of the 24th year and start of the 25th year  
12% at the end of the 29th year and start of the 30th year

Section B. The additional compensation provided for in this section shall commence on January 1st of each year and shall be paid as part of the employee's regular wages. Any employee whose employment commences between January 1 and October 1 shall be credited with a full year of service and previous part-time employment with the Employer shall be accumulated, and the employee shall be given credit for an equivalent amount of full-time employment. Whenever a full-time employee leaves the Employer's employ for active duty in the military service of the United States or receives a leave of absence, with or without pay, the period of active duty or leave of absence shall be included in computing years of service.

## ARTICLE VI - VACATIONS

Section A. The following vacation schedule is agreed to and shall be used in units of full or half days.

0 - 1 year of completed service	1 day per month
2 - 5 years of completed service	12 days
Start of 6th year to end of 9th year of completed service.	14 days
Start of 10th year to end of 14th year of completed service.	17 days
Start of 15th year to end of 19th year of completed service.	22 days
Start of 20th year to end of 24th year of completed service.	27 days
Start of 25th year and over	30 days

Section B. For the purpose of computing years of service, any employee whose employment commences between January 1 and October 1 shall be credited with a full year of service and previous part-time employment with the Employer shall be accumulated and the employee shall be given credit for an equivalent amount of full-time employment. Whenever a full-time employee leaves the Employer's employ for active duty in the military service of the United States or receives a leave of absence, with or without pay, the period of active duty or leave of absence shall be included in computing years of service.

Section C. Vacation leave for the forthcoming year shall be accrued and be credited to each employee on January 1 of each year.

Section D. Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Administrator. No employee shall be permitted to accumulate more than 30 days of unused vacation leave. Vacation leave, subject to the approval of the department head, may be taken from time to time in units of full or half days.

Section E. At the time of separation from the service, an employee shall be entitled to any full days vacation pay accumulated and not previously used.

Section F. An employee shall not be eligible for vacation leave unless he has been employed for six (6) consecutive months or more. New employees shall be entitled to one working day of vacation leave for each month of their probationary year, up to a maximum of twelve (12) days.

## ARTICLE VII - UNIFORM REIMBURSEMENT

Section A. The Employer will provide the following reimbursement for clothing for each officer during the indicated years and the indicated amounts.

Effective January 1, 1978:	\$500.00
Effective January 1, 1979:	\$550.00
Effective January 1, 1980:	\$600.00

Section B. The Employee accepts full responsibility for his uniform. The Employer will no longer replace clothing damaged in the line of duty.

Section C. All Employees shall each receive a uniform reimbursement pursuant to Section A of this Article on or about March 1 (of the contract year). The Employer shall be responsible for the Employee's uniform during the first year of service.

## ARTICLE VIII - SICK LEAVE

Section A. Sick leave shall mean paid leave that may be granted to each employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform all the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease.

Section B. During the first year of employment and until January 1 of the succeeding year, sick leave shall serve and be credited to each employee on the basis of one and one-quarter days of sick leave for each month of employment. Thereafter, sick leave for the forthcoming year shall be accrued and be credited to each employee on January 1 of each year at the rate of fifteen (15) days per year.

Section C. Sick leave may be accumulated without limit during each employee's term of service. At the time of separation from service, the employee shall be entitled to pay on the basis of one-half day's pay per one full day of sick leave accumulated and not previously used. Upon "Service Retirement" (after attaining the age of 55 and after at least 25 years of service with the municipality or upon "Ordinary Disability Retirement" or upon "Accidental Disability Retirement", all of which are defined more specifically by the Public Employees' Retirement System), an employee shall be eligible for pay on the basis of one full day's pay per one full day of sick leave accumulated and not previously used.

Section D. Accumulated sick leave may be used by an employee for personal illness, illness in his immediate family which requires his attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries. The term "immediate family" for the purpose of this paragraph, shall mean and refer only to the employee's spouse, child, parent or unmarried brother or sister.

Section E. A certificate from the Employer's physician or the Employee's own physician may be required as proof of the need for sick leave. In case of sick leave due to a contagious disease or exposure to same, a certificate from the Department of Health and Welfare shall be required.

## ARTICLE IX - OVER-TIME PAY

Section A. The Employer agrees to pay all police officers below the range of sergeant time and one half for all time worked in excess of eight (8) hours within a period of twenty-four (24) consecutive hours from the time the employee starts work and all hours worked in excess of forty (40) hours in one week (Monday-Sunday).

Section B. The Employer agrees to grant all police officers in the ranks sergeant, lieutenant, and captain ten (10) days compensatory time off, non-cumulative, and to be taken in units of full or half days.

Section C. Whenever an officer is required to be placed on standby alert, during any twenty-four (24) hour period, he shall be paid two (2) hours of overtime as per Section A of this Article, in addition to the actual number of hours worked when called in.

## ARTICLE X - CHANGE OF SCHEDULE

Section A. An employee's scheduled work hours cannot be changed without the payment of overtime unless there is a seven calendar day notice of change. When an employee's scheduled work hours are changed without said notice, the employee is to receive time and one-half for the newly scheduled hours.

## ARTICLE XI - EMPLOYEE STATUS

Section A. Each new employee shall serve a probationary period of twelve (12) months. At the completion of the eighth month, the employee's department head shall prepare a written evaluation of the employee's performance in which the department head shall recommend the retention or dismissal of the probationary employee. The report shall be submitted to the Township Administrator for his approval. If, at the end of twelve (12) months, the probationary employee shall have been deemed to have successfully completed his probationary period by means of written recommendation by the department head and the Township Administrator, he shall be granted status as a permanent employee with all rights and privileges pertaining to his employment or position. Nothing contained in this Section shall be construed to prohibit the suspension or dismissal of a probationary employee at any time during this probationary period if, in the judgment of the appointing authority, such an action would be in the best interest of the Township.

Section B. A six-month probationary period together with written evaluation at the second and fourth months based on performance only shall also pertain to an employee promoted to a higher classification. Such probationary status shall in no way affect the rights and status in the original or lower classification. Any employee who has attained full-time permanent status and transferred within grade shall not be required to serve a probationary period.

Section C. When it becomes necessary for the Employer to abolish the position of an employee covered by this Agreement, the affected employee(s) shall be let go on the basis of "last hired, first fired." The employee fired shall have all the rights enumerated in R.G.O. 3-2.4 and 3-3.5 of the Township of East Brunswick.

Section D. Notwithstanding anything to the contrary herein, all probationary employees shall be considered permanent employees from the date of their employment for the purpose of coverage under the Public Employees Retirement System.

## ARTICLE XII - DEATH IN FAMILY

Section A. The Employer agrees that upon the death of the employee's immediate family, the employee will be granted (4) working days off with pay.

Section B. The definition of immediate family includes the employee's spouse, child, parent, brother, sister, grandmother or grandfather and brother and sister or parent of his spouse, and grandparent of his spouse.

## ARTICLE XIII - DENTAL, HOSPITAL AND SURGICAL COVERAGE

Section A. The Employer will assume the total allowable cost of family coverage for the present Health Maintenance organization or Blue Cross and Blue Shield Plans (including Rider "J" and Major Medical) at the present levels of coverage. Brochures describing the coverages are in the office of Central Services and they are available to any employee..

Section B. The Township will assume full cost of a dental program which provides for the payment of 80% of the dental costs of employees and their families to be effective on April 1, 1978.

Section C. The Employer agrees to continue to provide Disability Insurance as currently provided.

Section D. The Employer agrees to provide health insurance for an employee and/or their dependents who either:

- a. die in the line of duty or die after 25 years of municipal service (while in service),
- b. retire after 25 years of municipal service.

This section applies—

If no comparable health insurance is available from any other source (spouse's employment, post-retirement employment, etc.)

If coverage is available from another source other than the Employer, the Employer reserves the right to either reimburse the employee for the cost of coverage not provided by the Employer or to continue enrollment in the Employer's plan.

## ARTICLE XIV - DEPARTMENTAL TRAINING

Section A. In-service training shall be made available to all police officers on departmental time as scheduled by the Director of Public Safety.

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Section B. The Employer will reimburse employees for job-related course work at an accredited institution of higher education or at an accredited training institute when prior approval for the course work has been given by the Director of Public Safety and when no other source of reimbursement is available to the employee (such as G.I. benefits).



ARTICLE XV - SALARY AND COMPENSATION

Section A. Compensation for employees shall be fixed in 1978, 1979 and 1980 as follows, and shall be effective on January 1 of each contract year:

	<u>1978</u>	<u>1979</u>	<u>1980</u>
Patrolmen (First Year)	\$14,000	\$15,953	\$17,229
Patrolmen (Second Year)	15,000	17,246	18,626
Patrolmen (Third Year +)	17,343	18,644	20,136
Sergeant	19,667	21,242	23,041
Lieutenant	21,844	23,482	25,361
Captain	24,160	25,972	28,050

Section B. This Article shall be opened for renegotiation for contract year 1980.

ARTICLE XVI - DUES CHECK-OFF

Section A The Employer shall deduct dues from the wages of all personnel covered by this agreement who have filed with the Employer a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Association shall advise the Employer of the fixed and standard dues of its members. The Employer shall deduct a proportionate amount from each bi-weekly pay check and deliver to the Association on the first of each month the previous month's dues collection.

ARTICLE XVII - CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All benefits, terms and conditions of employment presently enjoyed by employees covered by this agreement, that have not been included in this contract, shall be continued.

This Article shall not be construed to apply to anything included in the rules and regulations and the standard operating procedures of the Department of Public Safety; which cannot knowingly controvert anything in this agreement or any rights granted to employees by applicable law, or rights which are subject to negotiation.

ARTICLE XVIII - MANAGEMENT RIGHTS

Section A. The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the Department; (b) to hire, promote, transfer, assign, and retain employees in positions in the Department, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the Department operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the Department in situations of emergency. The Employer exercises these rights through the Revised General Ordinances of the Township of East Brunswick and such Rules and Regulations and Standard Operating Procedures as created pursuant to R.G.O. 2-4.5.e of the Revised General Ordinances of the Township of East Brunswick.

Section B. Nothing in this Article shall be interpreted to deprive any employee's rights guaranteed to him or her by Federal or State Law, and all the rights enumerated in this Agreement.

Section C. The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of the employer except as such right may be modified by the terms of this Agreement.

ARTICLE XIX - STATEMENT OF POLICY ON DISCRIMINATION

Section A: The Employer and Association both agree that they shall not discriminate against any employee because of race, religion, color, sex, marital status, military service, national origin, political affiliation, age or physical handicaps (except where age or physical handicap constitute a bona fide occupational qualification) and the parties further agree that no employee shall be discriminated against or interfered with because of Association activities.

ARTICLE XX - DURATION OF AGREEMENT

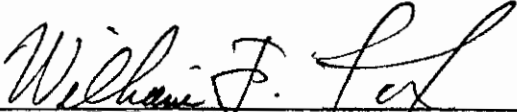
Section A. This Agreement shall continue in full force and in effect from the effective date of January 1, 1978, through December 31, 1980. Negotiations for the contract year January 1, 1981 shall begin during the first two weeks of May, 1980, with representatives of P.B.A. Local #145 and the Employer.

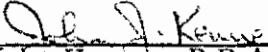
Section B. All salaries and benefits contained in the Agreement will be paid retroactive to January 1, 1978.

ARTICLE XXI - SAVING CLAUSE

Section A. Should any part or any provision herein contained be rendered or disclosed invalid by reason of any existing or subsequently enacted State or Federal Legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portion thereof.

  
Sgt. Gerald Marino, P.B.A. Negotiating Team

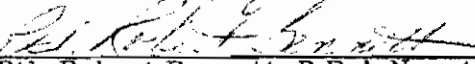
  
William F. Fox, Mayor


  
Pt. John Kenney, P.B.A. Negotiating Team

  
David Germain, Township

  
Pt. John Soke, P.B.A. Negotiating Team

  
Pt. Edward Juba, P.B.A. Negotiating Team

  
Pt. Robert Bennett, P.B.A. Negotiating Team

  
Pt. Byron Kath, P.B.A. Negotiating Team