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AGREEMENT

Between

TOWNSHIP OF NEPTUNE,

MONMOUTH COUNTY, NEW JERSEY

and

LOCAL NO. 74, NEW JERSEY

STATE POLICEMEN BENEVOLENT ASSOCIATION, INC.

(Officers)

.....
January 1, 1973, through December 31, 1974
.....

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PREAMBLE

This Agreement entered into this 13th day of June 1973, by and between the TOWNSHIP OF NEPTUNE, in the County of Monmouth, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "Township") and LOCAL NO. 74, NEW JERSEY STATE POLICEMEN BENEVOLENT ASSOCIATION, INC., (hereinafter called the "Association"), represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

A. The Township hereby recognizes Local No. 74, New Jersey State Policemen Benevolent Association, Inc. as the exclusive collective negotiations agent for all Patrolmen in the Police Department of the Township.

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 Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights.

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To take any permissible disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey, including Chapter 303 of the Laws of 1968, and of the United States.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual^{employee,} the Association or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Article III continued:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of the Department, or his designee, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of the Department, or his designee, shall render a decision within ten (10) days after receipt of the grievance.

Step Two:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and, signed by the aggrieved and filed with the Committeeman for Public Safety (or their representative) within five (5) days following the determination by the Chief of the Department.

(b) The Committeeman for Public Safety, or their representative, shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Committeeman for Public Safety, the matter may be submitted to the ~~XXXX~~ Township Committee.

Article III continued:

(d) The costs for the services of the Arbitrator shall be borne equally between the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE IV

P. B. A. REPRESENTATIVES

A. The Township agrees to grant time off, not to exceed one (1) week, to any employee designated by the P. B. A. to attend State and international meetings or conventions provided seventy-two (72) hours written notice is given to the Chief of the Department by the organization. No more than two (2) employees shall be granted time off at any one time.

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

C. One (1) Association representative and one (1) assistant Association representative may be appointed to represent the Association in grievances with the Township.

D. During collective negotiations, authorized Association representatives, not to exceed four (4), shall be excused from their normal work duties to participate in collective negotiations sessions that are reasonable and necessary and shall suffer no loss of regular pay.

ARTICLE V

DEDUCTIONS FROM SALARY

A. The Township 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.) 52:14-15.9(e), as amended. Said monies together with records of any corrections shall be transmitted to the Association 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 to the Township written notice prior to the effective date of such change and shall furnish to the Township 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 Township Comptroller. The Association shall indemnify, defend and save the Township 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 Township in reliance upon salary deduction authorization cards submitted by the Association to the Township.

ARTICLE VI

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i. e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance procedure contained in Article III.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial

Article VI continued:

relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE VII

HOURS AND OVERTIME

A. The normal working week shall consist of the present total of an average of forty (40) hours per week.

B. 1. In 1973 an employee who is required to work longer than his regular tour of duty shall be paid for overtime at the rate of straight time pay. In construing such overtime, payments shall be made on the following basis:

1. Up to the first 16 minutes - no pay.
2. 16 through 30 minutes - 30 minutes pay.
3. 31 through 60 minutes - 1 hour pay.
4. Thereafter, overtime shall be paid in 30 minute segments

for all time worked beyond the regular tour of duty. In lieu of cash payment an employee may opt to receive compensatory time off on a straight-time basis. Such time may be taken only when scheduled by the Chief so as not to interfere with departmental operations.

2. In 1974 cash payment as above shall be at the rate of time-and-one-half. All other conditions shall remain as in 1973.

C. If an employee is recalled to duty, he shall be paid for all hours worked and shall receive a minimum of two (2) hours compensation at straight time pay in 1973, and at time-and-one-half in 1974.

ARTICLE VIII

VACATIONS

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

- (a) From the beginning of the second year of service through the fifth year of service; ten (10) working days annually;
- (b) From the beginning of the sixth year of service through the tenth year of service; fifteen (15) working days annually;
- (c) From the beginning of the eleventh year of service through the twentieth year of service; twenty (20) working days annually;
- (d) From the beginning of the twenty-first year of service; twenty-five (25) working days annually.

Article X continued:

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Bereavement Leave

1. In case of death in the immediate family, an employee shall be granted leave from the day of death, up to and including the day of the funeral.

2. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother or sister.

3. Reasonable verification of the event may be required by the Township.

ARTICLE XI

HEALTH AND WELFARE INSURANCE

A. The Township shall provide enrollment in the State Health Benefits program for all permanent employees who have been on the payroll for two (2) months, at the beginning of the third month of employment. If an employee receives their permanent appointment after the fifth day of the month, such month shall not be counted as aforesaid. The Township shall pay the full cost of the foregoing program for the employee and his family, and shall have the right to change insurance carriers so long as substantially similar benefits are provided.

B. The Township shall provide the employee with legal aid as required by R.S. 40A:14-155.

ARTICLE XII

EXCHANGE OR DAYS OFF

The Chief of the Department, or his designee, may grant the request of any permanent member of the Department to exchange hours, duties, or days off. Such request, if granted, shall be on a uniform basis with standard rules and regulations established by the Chief and applying to all permanent members of the Department who make such request.

ARTICLE XIII

CLOTHING ALLOWANCE

A. The Township shall provide a \$300.00 clothing allowance annually to members of the Police Department.

ARTICLE XIV

MILITARY LEAVE

A. Any employee called into the Armed Forces of the United States during national emergency shall receive the protection of all applicable laws.

ARTICLE XV

RETENTION OF BENEFITS

Those Provisions of Municipal Ordinance No. 846 which are applicable to members of the bargaining unit shall remain in full force and effect, except as modified herein, during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE XVI

LEAVE OF ABSENCE

A leave of absence without pay may be granted for good cause to any employee for a period of six (6) months. Such leave shall be granted at the sole discretion of the Committeeman of Public Safety after recommendation from the Chief. The leave may be extended for an additional six (6) months.

ARTICLE XVII

RETIREMENT

A. Employees shall retain all pension rights under New Jersey law and the ordinances of the Township of Neptune.

ARTICLE XVIII

COURT TIME

A. Should it become necessary for an employee to appear in or to appear in Court, Municipal Court, /or to travel to Court or administrative hearings in Trenton, during other than normal duty time, on official business, /they shall receive payment for such appearances on the following basis:

(a) In 1973, straight time pay.

(b) In 1974, time-and-one-half.

In lieu of cash payment, an employee may opt to receive compensatory time off on a straight time basis in each year. Such time may be taken only when scheduled by the Chief so as not to interfere with departmental operations.

B. Should it become necessary for an employee to appear in County Court on official business, he shall receive compensatory time off on a straight time basis for both years of this Agreement.

ARTICLE XIX

SALARIES

A. The salary for all Officers shall be as follows:

	<u>1973</u>	<u>1974</u>
Sergeant	12,877	13,677
Lieutenant	13,877	14,677
Captain	14,877	15,677

B. Detective Personnel are to be paid a stipend in addition to their basic rate of pay of \$500.00.

ARTICLE XX

LONGEVITY

A. The present longevity program based upon the employee's length of continuous and uninterrupted service with the Township shall be continued during the life of this Agreement on the following basis:

1.	Five (5) years of service	-	\$ 250.00
2.	Ten (10) years of service	-	\$ 500.00
3.	Fifteen (15) years of service	-	\$ 750.00
4.	Twenty (20) years of service	-	\$1,000.00
5.	Twenty-five (25) or more years of service	-	\$1,250.00

B. Eligibility for longevity is to be determined as of the anniversary date of the employee.

ARTICLE XXI

SEPARABILITY AND SAVINGS

A. The Township and the Association recognize the applicability of Presidential Executive Order 11695 and other applicable present or future Executive Orders or Legislation dealing with economic controls on wages, prices, salaries, etc. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes for 1973 or beyond cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1973, and shall remain in effect to and including December 31, 1974, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Neptune, New Jersey, on this 13th day of June 1973.

LOCAL NO. 74, NEW JERSEY
STATE POLICEMEN BENEVOLENT
ASSOCIATION, INC.
(Officers)

By: 

Attest:

J. E. Bennett
JOSEPH E. BENNETT
TOWNSHIP CLERK
TOWNSHIP OF NEPTUNE

TOWNSHIP OF NEPTUNE,
MONMOUTH COUNTY, NEW JERSEY

By: 

Attest: June 13, 1973

Joseph E. Bennett
Joseph E. Bennett
Township Clerk