

RESOLUTION AUTHORIZING AGREEMENT WITH POLICEMEN'S BENEVOLENT ASSOCIATION OF NEW JERSEY, LOCAL #178

WHEREAS, the Township of Elk and the Policemen's Benevolent Association of New Jersey, have carried on collective bargaining for the purpose of developing a contract covering wages, hours and other conditions of employment for the patrolmen of the Elk Township Police Department for the years 1990 and 1991; and

WHEREAS, these negotiations have culminated in a written agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Elk that the Mayor and Clerk of the Township are hereby authorized and directed to execute a contract with the Policemen's Benevolent Association of New Jersey, Local #178 providing for the wages, hours and other conditions of employment for the patrolmen of the Elk Township Police Department for the calendar years 1990 and 1991. A copy of the contract is attached hereto and is incorporated as if fully set forth herein.

ADOPTED at a meeting of the Township Committee of the Township of Elk held on SEPTEMBER 18TH, 1991.

TOWNSHIP OF ELK

William S. Marple
WILLIAM S. MARPLE, MAYOR

ATTEST:

Caroline T. Beattie
CAROLINE T. BEATTIE, CLERK

AGREEMENT

THIS AGREEMENT, made this day of
 between the TOWNSHIP OF ELK,
hereinafter referred to as "Township", and the POLICEMEN'S
BENEVOLENT ASSOCIATION OF NEW JERSEY, Regional of Gloucester
County, Local #178, hereinafter referred to as the "PBA".

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours, and other conditions of employment:

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties agree with each other as follows:

ARTICLE I

MANAGEMENT RIGHTS

The PBA recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the employer. All of the rights, power and authority possessed by the employer prior to the signing of this Agreement are retained exclusively by the employer subject only to such limitations as are specifically provided in this Agreement.

ARTICLE II

RECOGNITION

The employer recognizes the aforementioned PBA as the exclusive Bargaining Agent with respect to hours of work, wages, and other conditions of employment for all its patrolmen in its Police Department in the Township of Elk, New Jersey, but excluding the Chief of Police, all superior officers and all other employees of the Township of Elk.

ARTICLE III

GRIEVANCE PROCEDURE

The purpose of this Article is to settle all grievances between the Township and the members of the PBA as quickly as possible so as to insure efficiency and to promote employee morale. A grievance is defined as any argument or dispute between the Township and the PBA involving the application, interpretation or alleged violation of this Agreement. Any grievance must be presented within ten (10) 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. A grievance shall be processed as follows:

Step A. The PBA representative, the aggrieved party(s) and the Chief of Police or his designee shall, within five (5) working days of said filing, meet and attempt to settle the matter. If a settlement is not reached, the PBA shall furnish a written statement of the

grievance to the Chief of Police on a form provided by the Township. The Chief, or his designee, and the PBA representative shall each file a written report of their findings of fact, conclusions and recommendations, in addition to said written statement, with the Director of Public Safety within five (5) working days of their meeting.

Step B. The Director of Public Safety shall conduct a hearing no later than five (5) working days from the receipt of said findings, conclusions and recommendations. Prior written notification for said meeting shall be given to all interested parties. Present for said hearing shall be the Chief of Police, the PBA representative and interested persons. The Director shall make all reasonable attempts to reach a settlement satisfactory to all parties. If the Director is not able to obtain an amicable settlement at this time, he shall within five (5) working days render a written decision resolving the dispute and serve same upon the respective parties.

If the aggrieved party(s) or the PBA object to the Director's decision, he (they) shall, within five (5) working days of receipt of the Director's written decision, request a hearing with the full Township Committee. Interested parties shall be furnished with advance written notice of the scheduled hearing date.

Step C. Upon compliance with the requirements of Step B above, the Township Committee shall conduct a

hearing, present at which shall be interested parties, the Director of Public Safety, the Chief of Police and the PBA representative. The Committee shall make all reasonable attempts to reach a settlement satisfactory to all parties. If an amicable settlement is not achieved, the Township Committee shall, within ten (10) days, render a written decision resolving said dispute and serve same upon the respective parties. NOTE: If an amicable settlement of the dispute is reached upon agreement of the parties in any of the above steps, said agreement shall be reduced to writing and signed by the respective parties.

ARBITRATION. If the aggrieved party(s) or the PBA disagree with or object to the decision of the Township Committee, he (they) shall file for arbitration within twenty (20) working days of receipt of the decision of the Committee. Said request for arbitration may also be filed for by the Township. The filing party shall serve written notice of same with the other parties. Only grievances related to the interpretation and application of the specific provisions of this Agreement shall be arbitrable. No other issues may be submitted to the arbitrator.

The parties shall immediately attempt to mutually agree upon an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the American Arbitration Association, the State Board of Mediation or the Public Employment Relations Commission and shall be bound by

their rules and regulations. The cost of the arbitrator shall be shared equally by the Township and the PBA. The decision of the arbitrator shall be final and binding upon both parties.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States and decisions of the Courts of the State of New Jersey and the United States, where applicable.

The arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and reason for his decision.

ARTICLE IV

SALARIES

Effective January 1, 1990, the salary schedule for Elk Township Police Officers shall be amended as follows:

<u>Position</u>	<u>Salary</u>
Police Patrolman, First Class	\$31,151.00
Police Patrolman, Second Class	29,573.00
Police Patrolman, Third Class	28,050.00
Sergeant	32,370.00

Effective January 1, 1991, the salary schedule for Elk Township Police Officers shall be amended as follows:

Police Patrolman, First Class	\$33,020.00
Police Patrolman, Second Class	31,347.00
Police Patrolman, Third Class	29,733.00
Sergeant	34,312.00

Effective January 1, 1990, salaries will be paid every two weeks. Prior to January 1st, salaries will be paid bi-monthly in accordance with present practice.

ARTICLE V

COMPUTATIONS OF SALARIES AND BENEFITS

Seniority and other rights and benefits, e.g., vacation and longevity, for the purpose of this Article, shall be deemed to have commenced from the date of hire as full time regular police officer with the Township of Elk.

ARTICLE VI

OVERTIME

The Chief of Police will schedule a work week not to exceed twelve (12) hours in any day nor forty-eight (48) hours in any work week, and hours worked in excess of the scheduled hours in any day or any week shall be compensated at the rate of one and one-half (1 1/2) times regular salary.

Full-time police officers may work in place of specials for the rate of special's base pay.

The manpower scheduling for overtime shall be under the purview of the Chief of Police. In order to achieve a fair and equitable overtime schedule, the Chief will maintain two overtime rosters. One roster will be for overtime work at the conclusion of a shift, which shall be for information and pay purposes only. The other roster will reflect "call in" overtime and will be the roster which shall be used by the Chief in attempting to balance the overtime among all members of the police force.

In the event that any full-time police officer is

called in while off duty, such officer shall be guaranteed at least two (2) hours of compensation therefor in order to remunerate him for the inconvenience of "call in".

Compensatory time may be taken in lieu of one and one-half (1 1/2) times salary overtime rate described in the first paragraph of this Article. All full-time police officers will be permitted to take their compensatory time on their regular shift with the approval of the Chief of Police. The full-time police officer filling in for the officer taking the compensatory time shall be compensated at straight time rates, even though he might otherwise be entitled to the overtime rates described in this Article.

All compensatory time, both under this Article and under Article VII, shall be exhausted by the end of the calendar year. Any compensatory time not used by that date will be forfeited.

ARTICLE VII

HOLIDAYS

Paid holidays will be as follows:

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Flag Day, June 14th
July 4th
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day
Easter
Martin Luther King Day

An officer may work vacation at his regular rate. Observance of twelve (12) holidays paid at the rate of one and one-half (1 1/2) times regular pay when scheduled to work in addition to his regular pay. A man may take a holiday off if sufficient manpower is available to cover his shift. Compensatory time may be credited in lieu of one and one-half (1 1/2) pay.

ARTICLE VIII

MAINTENANCE OF UNIFORMS

Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Township's expense. All cleaning and maintenance of uniforms are to be paid by the employer, including shirts.

Shoes shall be supplied as needed, at the expense of the Township, but no more than two (2) pairs of shoes per officer per year. The Township shall provide and pay for all leather accessories required for the uniforms.

Uniforms shall be supplied as required to maintain a good appearance, and shall be paid for at the Township's expense, but no more than \$350.00 per year shall be allocated for uniform purchase for each officer. Request for uniform purchase shall be approved by the Chief in accordance with directives to be issued by the Chief.

ARTICLE IX

INSURANCE BENEFITS

The following coverage will be paid for by the employer, Elk Township:

Blue Cross and Blue Shield with Rider J
Group Major Medical (whichever group)
Workers' Compensation
Accident and Health Benefits as approved at a
meeting with Township Committee held on
January 21, 1978

ARTICLE X

SICK LEAVE

Up to fourteen (14) days per year will be paid with a valid doctor's report. If sick more than one (1) day in succession, a police officer must have a doctor's report. Sick days may be accumulated from year to year, but at no time shall any employee have accumulated more than thirty (30) days. Said accumulated days shall be reduced by reason of sick leave and used during the employee's tenure with the Township. Such sick days shall be used as a sick leave only. Any officer may sell back to the Township sick days at the rate of one (1) day's pay for two (2) sick days when he leaves the department or has accrued thirty (30) sick days. This sell back may be exercised yearly.

Injury which arises out of and in the course of employee's duties with the Township of Elk, and which require the employee to be absent from duty, shall not be cause for a loss of pay during the first year of disability. The employee shall receive the difference between Workers' Compensation benefits and his regular pay during the first year of disability from such a work connected injury.

If an employee goes on disability insurance, the employer will pay the difference between the insurance

policy and his regular pay for a period of one (1) year.

At the expiration of one (1) year period of either work connected injury or receipt of disability insurance policy payments, the Township Committee shall cause an investigation to be made into the incident causing the injury and may, in its discretion, warrant the continuation of the differential payment for the period beyond the year if the Committee believes that the equities of the situation warrant such payment.

ARTICLE XI

VACATIONS

After six (6) months service, one (1) work week;
After one (1) year of service, two (2) work weeks;
After five (5) years of service, three (3) work weeks;
After ten (10) years of service, four (4) work weeks.

Any man or men may take their vacation as long as shift is covered with two (2) weeks' notice, except in emergency. One (1) week of vacation may be taken one (1) day at a time. Employees may save one (1) week of vacation until the following year, but may not accumulate any additional vacation time beyond the one (1) week. Vacations will be scheduled according to seniority. Vacations must be scheduled by April 1st.

ARTICLE XII

LONGEVITY

Longevity benefits will be paid at the rate of 2% after three (3) years of full time service; 3% after five (5)

years of full time service; 4% after ten (10) years of full time service. This benefit will be paid annually at a time to be established by the Treasurer. The longevity described will be based on the factor of the officer's base salary.

ARTICLE XIII

RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the officers have heretofore enjoyed as of December 13, 1975 and are presently enjoying shall be maintained and continued by the employer during the term of this Agreement at not less than the highest standards in effect.

The provisions of all Municipal Ordinances and Resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE XIV

LEGAL EXPENSES

If an employee is charged with violation of the law as a result of acts committed by him while on duty, the Township shall reimburse the employee for services of the attorney by bilateral agreement with the Township Committee, which agreement shall be executed prior to the rendering of any services by the attorney. Payment is conditioned upon the employee being found not guilty. Employer shall also pay such other legal fees as provided by Statute.

ARTICLE XV

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the PBA or FOP because of membership or activity in the PBA or FOP. The PBA and FOP, or any of their agents, shall not intimidate or coerce employees into membership. Neither the employer nor the PBA or FOP shall discriminate against employees because of race, creed, color, age, sex or national origin.

ARTICLE XVI

FAMILY DEATH BENEFITS

Three (3) days for immediate family: mother, father, brother, sister, wife and children. If the officer actually attends the funeral and travel time is required, three (3) days for wife's mother, father, brother and sister. One (1) day for officer's grandparents; three (3) days if officer actually attends and has to travel long distance for funeral.

ARTICLE XVII

ANNUAL PHYSICAL

The employee shall submit to a complete physical examination annually conducted by a physician of the employer's choice and paid for by the employer.

ARTICLE XVIII

SCHOOLING

All officers shall be paid straight time when required to attend schools as directed by the Police Department and the Director.

ARTICLE XIX

REIMBURSEMENT FOR EXPENSES

Officers will be paid for meals while on police business outside the Township, such as schooling, meetings, etc., at rates not to exceed \$8.00 in any one day, payable by turning in a voucher each month with proof of purchase. Officers will be paid at the rate of \$.18 per mile for the use of their own vehicle when the Township does not supply transportation, at the discretion of the Director.

ARTICLE XX

PAY PERIODS AND SHIFT DIFFERENTIAL

Salary will be paid bi-weekly.

Shift differential of \$400.00 per year shall be paid the last pay of November.

NEGOTIATIONS PROCEDURE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act, in good faith effort to

reach agreement on all matters concerning the terms and conditions of such employee of the Township of Elk employees included in Article I. Such negotiations shall begin not later than September 15th of the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees included in Article I, be reduced to writing, be signed and authorized by representatives of the Township of Elk and the authorized representative of the Elk Township Police Department.

ARTICLE XXII

COURT TIME

Municipal Court attendance shall be set at the rate of \$25.00 for each attendance when off duty. Superior Court, both civil and criminal and any administrative hearings held outside of the Township of Elk shall be paid at the rate of \$30.00 for each day of attendance when off duty. In the event the officer shall be on duty when called to Municipal Court of a Superior Court civil or criminal matter, he must be excused from duty during the period required for the Court attendance.

ARTICLE XXIII

MEALS

An officer may eat his meal at home or restaurant as he desires within the Township, or within one (1) mile outside of the Township limits.

ARTICLE XXIV

PERSONAL DAY

Each officer with less than ten (10) years' service will receive one (1) personal day per year. After ten (10) years' service, officers will be entitled to two (2) personal days per year. Personal days may be taken at any time during the year, but only after forty-eight (48) hours advance notice to the Chief of Police. In the event of an emergency the Chief, in his discretion, may waive the forty-eight (48) hour notice requirement.

ARTICLE XXV

It is further agreed that any officers in the Elk Township Police Department that are members of the FOP shall pay to the PBA a sum established in the manner provided in N.J.S.A. 34:13A-5.5 as reimbursement to the PBA for service rendered in the bargaining process. It is further agreed that during this contract period that none of the officers will make a request to the Township Committee for payroll deductions for either their dues or for the payment provided herein.

ARTICLE XXVI

DURATION

This Agreement shall become effective January 1, 1990 and shall terminate on December 31, 1991. If either party desires to change this Agreement, it shall notify the other party in writing at least 120 days before the expiration of this Agreement of proposed changes and desires to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their proper officers the day and year first above written.

TOWNSHIP OF ELK


WILLIAM S. MARPLE, MAYOR

ATTEST:

Caroline T. Beattie
Caroline T. Beattie, Clerk

POLICEMEN'S BENEVOLENT ASSOCIATION
OF NEW JERSEY, REGIONAL OF
GLOUCESTER COUNTY, LOCAL #178, INC.

By Charles M. Bitchinsky
President
9-18-91

ATTEST:

William M. Brundson
Delegat