

1976

AGREEMENT, made as of the 1st day of January, 1976, by and between BOROUGH OF HIGHTSTOWN, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as "Employer", and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 11, Trenton, New Jersey, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of uniformed and non-uniformed officers, patrolmen and patrolmen detectives (hereinafter sometimes collectively referred to as "members" or "Employees") of the Department of Police of the Department of Public Safety of the Borough of Hightstown (Employer):

NOW, THEREFORE, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer, as hereinafter defined, recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.01

The Employer hereby recognizes the Association as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 1.02, herein for

the purposes of collective bargaining, settlement of grievances and all activities and processes relative thereto.

Section 1.02

The bargaining unit shall consist of all uniformed and non-uniformed officers, patrolmen and patrolmen detectives of the Department of Police of the Department of Public Safety of the Borough of Hightstown, New Jersey, now employed or hereafter employed, except the Lieutenant and the Chief of Police.

Section 1.03

This agreement shall govern all wages, hours and other conditions of employment as hereinafter set forth.

Section 1.04

This agreement shall be binding upon the parties hereto and their successors, as permitted by law.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 2.01

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor and the Council of the Employer or their designee or designees, and the President of the Association, or his designee or designees, shall be the respective bargaining agents for the parties.

Section 2.02

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 2.03

Employees of the Employer who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of the collective bargaining agreement will be excused from their work assignments, provided, however, that no more than two (2) employees shall be excused for any bargaining session.

Section 2.04

Ordinarily, not more than six (6) additional representatives of each party shall participate in collective bargaining meetings.

ARTICLE III

CONDUCTING UNION BUSINESS
ON EMPLOYER'S TIME

Section 3.01

The Employer shall permit members of the Association's Grievance Committee (not to exceed three (3)) to conduct the business of the Committee, which consists of conferring with employees and representatives of the Employer on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of the said business shall not diminish the effectiveness of the Department of Police or require the recall of off-duty policemen to bring the Department of Police to its proper effectiveness.

Section 3.02

The Employer shall permit members of the Association's Negotiating Committee to attend collective bargaining meetings

during the duty hours of the members. However, only two (2) members of such Committee shall be permitted to attend such meetings without loss of pay for any period in excess of three (3) meetings on any renegotiation of this contract or any modifications or renewals thereof.

Section 3.03

The Employer agrees to grant the necessary time off without loss of pay to the members of the Association selected as delegates to attend any State or International convention of the New Jersey Patrolmen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

ARTICLE IV

DISCRIMINATION AND COERCION

Section 4.01

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, sex, creed, color or national origin.

ARTICLE V

INJURY LEAVE AND SICK LEAVE

Section 5.01

Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty he shall be entitled to injury leave with full pay at

the rate of pay in existence at the time of his injury, for one (1) year commencing with the date of such injury, illness or disability; or until such time as he has been accepted for retirement by the Policeman's Pension System. Any payments of temporary disability insurance by the Borough or its Workmen's Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he shall be paid on the basis of his accumulated sick leave.

Section 5.02

All employees as of January 1, 1974 were credited with a bank of twelve (12) sick days. Commencing January 1, 1974 all employees and thereafter all persons becoming members or employees of the police department shall accrue sick leave at the rate of one (1) day per month of service with a maximum accumulation of ninety (90) days.

ARTICLE VI

HOURS OF EMPLOYMENT

Section 6.01

Normal hours of employment shall not exceed eight (8) consecutive hours in any one day, nor forty (40) hours in any one week, nor six (6) days in any one week.

Section 6.02

The normal tour of duty shall continue as they are currently in force except as necessitated by emergency conditions.

Section 6.03

The official of the Employer having charge of the Department of Police may, in the case of an emergency as defined

by the applicable Statutes of the State of New Jersey, summon and keep on duty any and all members of the Department as such emergency shall require. In such event the official having such authority shall first make a formal declaration of the nature and extent of the emergency and all members of the Department thus summoned or kept on duty shall be entitled to receive overtime pay as hereinafter set forth for all time worked over the normal hours of employment as above defined.

ARTICLE VII

COMPENSATION FOR OVERTIME

Section 7.01

Whenever any member of the Department of Police, in any work week shall be required, directed or authorized to work for any periods in excess of the normal hours of employment as defined in Article VI, Section 6.01 herein, he shall be paid at the rate of time and one-half of his regular pay rate for all such overtime. Thus, if any employee shall be required, directed or authorized to work for more than eight (8) consecutive hours in any one day he shall be paid overtime for such excess time regardless of the total number of hours worked during that week, and if he is required, directed or authorized to work for more than forty (40) hours in any one week he shall be paid overtime for such excess time regardless of the total number of days worked during that week.

Section 7.02

No employee shall be entitled to paid overtime unless such overtime is ordered, authorized or approved by his commanding officer, such order, authorization or approval to be recorded and

maintained with the records of the Department in form to be determined by the Chief of the Department of Police and the Commissioner of the Department of Police and approved by the Employer.

Section 7.03

It is recognized that employees may be required for the purpose of muster at the commencement of a tour to report in advance of the tour starting time and for the purpose of reporting at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen minute period prior to the commencement of a tour or for a fifteen minute period at the termination of a tour.

Section 7.04

Overtime wages shall be paid at the next immediate pay period after such overtime is recorded.

ARTICLE VIII

WAGES

Section 8.01

Wages of all present members of the Police Department shall be increased by \$1200.00 effective January 1, 1976.

VIS
Ed-
DETECTIVE PAY TO BE INCREASED FROM \$500.00 TO \$600.00,
ALSO EFFECTIVE 1-1-76, ARTICLE IX
VIS

HOLIDAYS AND PERSONAL TIME

Section 9.01

The Association agrees to recognize as paid holidays, such holidays as shall be designated for all employees of the Borough of Hightstown as set forth in the appropriate ordinance or resolution adopted by the Borough of Hightstown for such purpose. The annual amount of holiday pay is to be paid in two installments on June 30th, and December 15th.

Section 9.02

It is recognized by both parties that by reason of Departmental business employees of the Department of Police are not able to be excused from working on such holidays as are normally enjoyed by other Borough employees. Therefore, in lieu of receiving days off on such holidays, each employee of the Department of Police will receive a full day's pay in addition to his regular salary. For this purpose, in the event that any of the aforesaid allowed paid holidays fall on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

Section 9.03

Employees shall be entitled to one day off with pay annually in recognition of their anniversary day of employment. It shall be taken during the calendar month in which the anniversary date falls and is to be recognized as an extra day off from the normal work week.

ARTICLE X

FUNERAL LEAVE

Section 10.01

Employees shall be entitled to a funeral leave with pay from the date of death to the day of burial in the event of the death of a spouse, parent, mother-in-law, father-in-law, child, brother or sister; or on the day of burial in the event of the death of an aunt, uncle, nephew, niece or other in-laws. Such leave shall not be chargeable.

ARTICLE XI

PENSIONS

Section 11.01

Employer shall continue to provide contributions to employee's pension fund in accordance with the presently existing practice.

ARTICLE XII

VACATIONS

Section 12.01

The Association agrees to recognize the vacation schedule designated for all employees of the Borough of Hightstown as set forth in the appropriate ordinance or resolution adopted by the Borough of Hightstown for such purpose.

ARTICLE XIII

LONGEVITY PAY - UNIFORM ALLOWANCE

Section 13.01

Each employee covered by this agreement shall, in addition to his regular wages and benefits, be paid longevity increment based upon years of service with the Department of Police in accordance with the following schedule:

(a) After 5 years service -	\$ 350.00
(b) After 10 years service -	\$ 600.00
(c) After 15 years service -	\$ 850.00
(d) After 20 years service -	\$ 1,100.00
(e) After 25 years service -	\$ 1,350.00

Section 13.02

Each employee shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be due and payable in the month in which his anniversary date falls. Time spent on suspension without pay status, upon a finding of guilty after final adjudication, or on leave without pay, except with regard to leave for military service with the armed forces of the United States of America and scholarship leave, shall not be included in determining years of service. If after final adjudication, an employee is found not guilty of charges specified against him, all time during such suspension shall be included in determining years of service.

Section 13.03

Each employee covered by this agreement shall receive an annual Clothing and Clothing Maintenance Allowance in the amount of \$400.00. Payment of the \$400.00 is to be controlled by the Chief of Police or his duly designated representative.

ARTICLE XIV

HOSPITAL AND MEDICAL INSURANCE

Section 14.01

The Employer shall provide, at no cost to the employee, full Blue Cross-Blue Shield (750 Series) and Major Medical Benefits for all employees and their families covered by this agreement.

Section 14.02

Each employee shall have a complete annual physical examination by the Physician designated by the Employer, at the cost of the employer.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.01

In the event that any dispute, difference or grievance shall arise between the Employer and any employee or between the Employer and the Association regarding the interpretation and application of this agreement, or regarding conditions of employment (including, but not limited to, the disciplining or discharge of employees), the parties involved in such dispute, difference or grievance shall first make a bona fide attempt at a settlement thereof by the following procedure:

(a) Complaints may be initiated by an individual employee to the Chief of Police or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Association representative.

(b) When the Association wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the Association or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Chief of Police or his duly designated representative. The Chief of Police shall answer the grievance orally within five (5) days.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Association within the time set forth in Step 1, the Association shall present the grievance within ten (10) days in writing to the Commissioner of Police. This presentation shall set forth the position of the Association, and at the request of either party, or the Commissioner, discussions may ensue. The Commissioner of Police shall answer the grievance in writing within ten (10) days after receipt of the grievance setting forth the position of the Employer.

Step 3. If the grievance is not resolved at Step 2, or no answer has been received by the Association within the time set forth in Step 2, the grievance may be presented in writing to the Mayor. The final decision of the Mayor shall be given to the Association in writing within fourteen (14) days after the receipt of the grievance by the Mayor. Discussion may ensue in the interim period at the request of either party or the Mayor.

Step 4. If the grievance has not been settled by the parties at Step 3 of the grievance procedure, or if no answer in writing by the Mayor has been received by the Association within the time provided in Step 3, the Association may demand arbitration of the grievance in accordance with Article XVI - Arbitration, hereinafter set forth.

Section 15.02

Nothing herein is intended to deny an employee the rights of appeal as expressly granted in the Revised Title 40 Rules for the State of New Jersey.

Section 15.03

Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present.

ARTICLE XVI

ARBITRATION

Section 16.01

Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the grievance procedure as herein provided, may be referred to an arbitrator as hereinafter provided, except that matters of wages, hours, other fiscal benefits or union recognition shall not be subject to arbitration.

Section 16.02

Either party may institute arbitration proceedings when the grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following

presentation of such demand, the party demanding arbitration shall request the New Jersey State Board of Mediation to appoint an arbitrator to hear the arbitration pursuant to its rules.

Section 16.03

The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Section 16.04

The decisions of the arbitrator shall be final and binding on the Association and the Employer.

Section 16.05

Where an employee has exercised his right of appeal as expressly granted in the Revised Title 40 or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this Article.

Section 16.06

In the event of a change in the law governing the New Jersey State Board of Mediation or its rules and regulations which would in any way affect the method of selection of an arbitrator then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be

shared by both parties and each of the parties shall bear its own cost.

ARTICLE XVII

STRIKES AND OTHER JOB ACTION

Section 17.01

The employees recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the Borough, and employees agree to be bound by all such laws, as they now exist or as they may be modified or amended from time to time.

ARTICLE XVIII

MANAGEMENT OF BOROUGH'S AFFAIRS

Section 18.01

The employees recognize that areas of responsibility must be reserved to the Borough to serve the public effectively. Therefore, the right to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject to the limitations of this agreement, is vested and retained by the Borough, exclusively.

The management and the conduct of the business of the Borough and the direction of its working force are the rights of the Employer. The Employer shall have the right, subject to the terms herein contained, to hire employees, to classify, assign, transfer and promote them, to discipline or discharge them for

cause, and in general to maintain discipline, order and efficiency consistent with the rules and regulations of Title 40 Statutes. The Employer reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of its business, provided that the same are not inconsistent with the terms of this agreement, and provided further that such rules and regulations are subject to the grievance and arbitration provisions of this agreement.

ARTICLE XIX

ADMINISTRATIVE CODE, ADMINISTRATIVE MANUAL
AND RULES AND REGULATIONS

Section 19.01

Notwithstanding anything contained herein to the contrary, the employees hereby recognize and agree that the administrative code, administrative manual of the Employer and the rules and regulations of the Department of Police of the Department of Public Safety of the Employer continue in full force and effect with respect to the employees as they presently exist, including any amendments thereto, and are operative as to the employees, unless specific provisions are set forth herein in contravention of the matters set forth therein in which event the provisions of this agreement shall prevail.

ARTICLE XX

APPLICABLE LAWS

Section 20.01

The provisions of this agreement shall be subject to and shall not annul or modify existing applicable provisions of

Federal, State and Local laws and ordinances or any properly enacted amendments, additions or deletions thereto, except as specifically permitted thereby.

ARTICLE XXI

DURATION OF AGREEMENT AND RENEGOTIATION

Section 21.01

This agreement shall be effective from the 1st day of January, 1976 and shall continue in full force and effect until the 31st day of December, 1976 and shall be deemed a continuing agreement, automatically renewing itself from year to year thereafter except that either party shall have the right to renegotiation by written notice to the other outlining the specific areas and items of renegotiation at least ninety (90) days prior to the end of the term hereof or any renewal term. The parties agree that they will enter into negotiations on such requested modifications within fifteen (15) days after the receipt by either party of such proposals by the other party and will continue such negotiations in good faith until a renewal of the within agreement, together with all agreed upon modifications, has been arrived at by agreement.

IN WITNESS WHEREOF, the Borough of Hightstown has caused its corporate seal to be affixed hereto and attested by its Borough Clerk and these presents to be signed by its Mayor, and the Association has caused these presents to be signed by its

proper corporate officers and caused its proper corporate seal to be affixed the day and year first above written.

ATTEST:

BOROUGH OF HIGHTSTOWN

By: Ernest B. Turp
ERNEST B. TURP, Mayor

Miriam E. Hart
MIRIAM E. HART, Borough Clerk

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.,
LOCAL NO. 11

ATTEST:

John T. Albin
ASST. SHOP STEWARD
HIGHTSTOWN-PBA #11

By: Thomas P. Murphy
Pres. PBA #11
Robert L. Smith
Treasurer, PBA #11