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STORAGE

AGREEMENT

BETWEEN

THE BOROUGH OF POINT PLEASANT, Borough of

AND

THE POLICE DEPARTMENT OF THE BOROUGH OF POINT PLEASANT

January 1, 1981 through December 31, 1982

X-5 1, 1981 - December 31 1982

This collective bargaining Agreement entered into to be effective the first day of January, 1981.

BETWEEN: THE BOROUGH OF POINT PLEASANT, a municipal corporation of the State of New Jersey, hereinafter referred to as "Employer;"

AND: THE POLICE DEPARTMENT OF THE BOROUGH OF POINT PLEASANT, hereinafter referred to as "Employee," through a negotiating committee chosen from among its members, hereinafter referred to as "Committee."

WITNESSETH THAT, for and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

Article I - Statement of Principles

- Section 1. That Employer has heretofore recognized Committee as the sole and exclusive bargaining representative of all patrolmen, patrolmen detectives, sergeants, detective sergeants, radio dispatcher, special officers, excluding the Police Chief, lieutenants, detective lieutenants, captains, detective captains, all clerical employees and all others.
- Section 2. That Employer has an obligation, pursuant to Chapter 123 of the Laws of 1974, N.J.S.A. 34:13A-1, et seq., to negotiate with Committee as the said representative and to provide orderly and peaceful proceedings for presenting employee grievances and proposals.
- Section 3. That it is the intention of the parties to memorialize by this Contract the terms of employment between Employer and Employee so as to reduce to writing current pay scales, working hours, and other terms of employment, most of which are of long standing and practice, to the end that there will be a clear understanding between the parties which will promote a continued harmonious relationship between them.
- Section 4. That Employer, on its behalf and on behalf of the citizens of the Borough of Point Pleasant, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.
- Section 5. That the exercise of the foregoing powers, authority, duties and responsibilities by Employer and 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 that such specific express terms hereof are in conformity with the Constitution and laws of the State of New Jersey and of the United States.

Section 6. That nothing contained herein shall be considered to deny or restrict Employer of its rights, responsibilities and authority under the laws of the State of New Jersey or under any local laws as they pertain to Employer, and it is the intention of both the parties hereto that this Agreement be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

Section 7. That the term of this Contract shall be from January 1, 1981 through December 31, 1982.

Section 8. That for all purposes hereunder where computation of length of service shall be required, the first day of the first month of permanent full time employment shall constitute the anniversary date of employment.

Section 9. That this Agreement shall be binding upon the parties hereto for the term of the Contract as specified in Section 7 above.

Article II - Negotiating Procedure

Section 1. That negotiations for a future contract shall begin not later than October 1, 1982, and good faith efforts shall be made to conclude an agreement within sixty (60) days from the commencement of such negotiations.

Section 2. That neither party shall have any control over the selection of the negotiating representatives of the other party and each party hereby agrees that its representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make further counterproposals in the course of negotiations, with final approval of the Contract to be made by the Employer at an open public meeting.

Section 3. That this Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations and neither party shall be required to negotiate further with respect to any such matter, whether or not covered by this Agreement.

Section 4. That except as this Agreement shall hereinafter specifically otherwise provide, all conditions of employment heretofore established by the rules, regulations, policies and practices of the Borough of Point Pleasant shall continue in effect as though set forth at length herein and nothing provided herein shall be interpreted or construed so as to eliminate, reduce, or otherwise detract from any benefits to either party existing prior to the effective date of this Agreement, other than as changed by this Agreement.

Article III - Grievance Procedure

Section 1. That a grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties hereto relating to any matter of terms and conditions of employment.

Section 2. That an aggrieved employee shall present his grievance within ten (10) working days of knowledge of its occurrence or such grievance shall be deemed waived.

Section 3. That the procedural steps for considering and resolving grievances are as follows:

Step 1-The Chairman of the Committee or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Chief or his designated representative, and the Police Chief shall answer the grievance orally within forty-eight (48) hours.

Step 2-If the grievant and/or the Committee is not satisfied with the results of Step 1, then, within five (5) calendar days the grievant or the Committee must deliver the grievance in writing to the Borough Clerk who shall have three (3) work days in which to arrange a meeting between the grievant and a member of the Committee, or the grievant individually but in the presence of a member of the Committee, and a Grievance Committee appointed by the Mayor (i.e. Police Committee for police and crossing guard grievances; Streets and Water Committee for streets and water grievances; Finance Committee for clerical grievances). The decision of the Grievance Committee shall be communicated to the Mayor and Borough Council which shall issue a written decision.

Step 3-If the grievant and/or the Committee is not satisfied with the results of Step 2 and the grievance applies only to the specific terms of this locally negotiated written Agreement, then the Committee, no later than the twenty-first (21st) calendar day after submitting the written grievance to the Borough Clerk may submit it to the New Jersey Public Employment Relations Commission to be resolved by binding arbitration in accordance with its rules and regulations.

Section 4. The Arbitrator, appointed by the New Jersey Public Employment Relations Commission, shall have no authority to add to or subtract from, modify, change or revise this locally written negotiated Agreement in any manner. Furthermore, he shall have no authority to issue an award pertaining to an administrative decision or policy, rules and regulations of the appropriate state agency, or state statute pertaining to terms and conditions of employment which are not grounded in this locally written negotiated Agreement.

Article IV - Salaries and Rate of Pay

Section 1. That the parties agree to the salary schedule to be as Schedule A for the year 1981.

- Section 2. That the regular rate of pay of an employee shall be his annual salary plus his longevity compensation as determined pursuant to Article XIII hereof divided by the number of regular pay periods during the calendar years 1981 and 1982 in accordance with the schedule attached hereto and as may be amended for 1982.
- Section 3. If circumstances permit, and if employee is available for notification, in the event of an unanticipated or unplanned shift change, the employee so affected will be notified seventy-two (72) hours prior to implementing said change.
- Section 4. That each employee shall receive two dollars (\$2.00) shift differential compensation for each day on which he shall work the midnight to 8:00 a.m. shift, said shift differential compensation being paid to offset the additional cost of a meal which such employee cannot reasonably expect to be prepared for him at his home during such shift.
- Section 5. Each employee assigned to the Scuba Team shall be paid at the rate of two and one-half (2½) times his regular rate of pay, on an hourly basis, based upon a forty (40) hour week for any period of time during which he is activated as a member of the Scuba Team.
- Section 6. Members of the Scuba Team will be allowed four (4) hours overtime quarterly each year for purposes of equipment testing and practice.
- Section 7. Employees who purchase prior retirement credits will have their anniversary date adjusted to correspond with pension records. Additionally, seniority will be adjusted with reference to vacations, and longevity will be adjusted also.
- Section 8. Effective January 1, 1981, and if legally permissible and if not forbidden by insurance company regulations, retired members of the collective bargaining unit may continue at their own expense and upon repayment to the Borough, medical insurance plans at the group rate.

Article V - Riot Duty

- Section 1. That the Employer recognizes that the preservation of law and order and public safety during civil disturbances, both within and outside of the community, requires performance of services by employees which exposes them to personal hazards beyond those normally incurred in the performance of police duties.
- Section 2. That the Employer, as a recognition of such hazards, shall pay to each employee who participates in the policing and control of civil disturbances, compensation at the rate of two and one-half (2½) times his regular rate of pay, on an hourly basis based upon a forty (40) hour week, for such duty in a municipality other than the Borough of Point Pleasant which reimburses the Employer for expenses incurred by it in providing such police personnel. In all other instances, each employee performing such duty shall be paid at regular

overtime rate. In all events, the riot duty compensation paid to employees shall be for the number of hours devoted to such duty or for two (2) hours, whichever shall be the greater.

Article VI - Overtime Compensation

Section 1. Each employee shall be paid overtime compensation at the rate of one and one-half (1½) times his regular rate of pay for the following:

- A. Work performed in any consecutive twenty-four (24) hour period in which the hours of work are on a "call-out" basis or in excess of the regular continuous consecutive hours of the workday shift of eight (8) hours.
- B. Work performed on a day during which an employee was not otherwise scheduled to work.

Section 2. For each off duty court appearance required of an employee, there shall be paid to such employee overtime compensation for either the time devoted to such appearance or for two (2) hours overtime, whichever shall be the greater.

Section 3. Any requests for outside employment involving members of the bargaining unit shall be assigned to all members of the bargaining unit on a rotating basis. If a member of the bargaining unit refuses to accept such outside employment, he shall be credited for it for purposes of equitable distribution as if he accepted. The contractor providing such outside employment shall be urged to provide a minimum of three (3) consecutive hours at any one time.

Article VII - Vacations

Section 1. During each year of this Agreement, each permanent full time employee shall be entitled to vacation with pay at his regular rate of pay as follows:

<u>Length of Service</u>	<u>Vacation Time</u>
A. Up to one (1) year -	One (1) working day for each month of service.
B. Second (2nd) through fifth (5th) year -	Twelve (12) working days.
C. Sixth (6th) through tenth (10th) year -	Fifteen (15) working days.
D. Eleventh (11th) through fifteenth (15th) year -	Eighteen (18) working days.
E. Sixteenth (16th) through twentieth (20th) year -	Twenty-one (21) working days.

Length of Service (continued)

Vacation Time (continued)

- F. Twenty-first (21st) through twenty-fifth (25th) year - Twenty-four (24) working days.
- G. Twenty-sixth (26th) year and thereafter - Twenty-seven (27) working days.
- H. During the final year of employment, one-twelfth (1/12th) of annual vacation based upon years of service for each month of service.

Section 2. That in order not to hamper the proper and efficient operation of the Police Department, the parties agree that the scheduling of vacations shall be subject to supervision of the Chief of Police in accordance with sound departmental administrative requirements, but the following conditions shall be observed in such scheduling:

- A. Selection of vacation time shall be based upon seniority provided that such requests for vacation time are filed with the proper departmental officer on or before February 1st of each year; thereafter, selection of vacation time will be allotted to the employee first requesting time regardless of seniority.
- B. No employee shall be permitted to take more than three (3) consecutive weeks of vacation time at any one time unless approval has been obtained from the Chief of Police. Vacations may start on any day of the week providing the lieutenant determining schedules so approves.
- C. Only one (1) employee in each rank shall be permitted to schedule concurrent vacation time during the period from June 15th through September 15th, and in the event more than one (1) employee shall request concurrent vacation time during said period, the selection of the employee whose request will be honored shall be based upon seniority unless sound departmental administration permits or requires otherwise, subject to the provisions of Paragraph A.

Article VIII - Holidays

Section 1. That the following days are recognized as holidays and employees working thereon shall be paid for their work at their regular rate of pay for a regular eight (8) hour working day:

New Year's Day	Independence Day
Washington's Birthday	Labor Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Veterans' Day
Easter	Election Day
Memorial Day	Christmas

Section 2. That when any of the above holidays is in conflict with the religious belief of any employee, such employee may substitute a religious holiday of his religious belief provided adequate notice is given to the Chief of Police.

Section 3. That in the event that any member of the bargaining unit is required to work on any of the aforesaid holidays or in the event that any such holiday shall fall on a nonduty day, then, subject to sound Departmental administrative requirements:

(a) the member of the bargaining unit may elect to receive compensating time off in lieu of said paid holiday; or

(b) the member of the bargaining unit, in lieu of such compensating time off may elect to waive such compensating time off to work in lieu thereof and to be paid at his regular rate of pay for such work, with payment of all said work in lieu of holiday time off to be made to the member of the bargaining unit on the first pay day in December.

Article IX - Sick Leave

Section 1. That each permanent full time employee is granted fifteen (15) working days sick leave with pay each calendar year for nonduty connected injuries and illnesses.

Section 2. That sick leave not taken shall accumulate from year to year, and each employee shall be entitled to such accumulated sick leave with pay, if and when needed.

Section 3. That in computing the amount of pay for sick leave, there shall be deducted the amount of money, if any, which such employee is paid under provisions of Chapter 15 of Title 34 of the Revised Statutes of New Jersey for temporary disability during the period of time such employee shall be absent from work on sick leave.

Section 4. That sick leave is hereby defined to mean absence from post of duty of an employee due to illness, injury, exposure to contagious disease or attendance upon an employee's immediate family being seriously ill or injured and requiring the care and attendance of such employee.

Section 5. That a certificate of a reputable physician in attendance may be required as proof of illness or injury or duty-connected injury of the employee or of the need for his or her attendance upon a member of his or her immediate family, for leaves under the following conditions:

- A. Leave taken the day immediately prior to or immediately after an authorized leave.
- B. Three (3) consecutive days of absence for reason of illness.
- C. Absence on sick leave for three (3) days or more in any one (1) month.
- D. Said certificates may be required by the Chief of Police or the governing body and, in addition thereto, the governing body may require the employee to be examined by a physician of the governing body's choice, at its own expense.

Article X - Bereavement Time

- Section 1. That in the event of a death in his or her immediate family, as hereinafter defined, an employee shall be granted three (3) working days leave from duty with pay, which days shall not be charged against either sick leave or vacation time.
- Section 2. That immediate family is hereby defined as parent, spouse, child, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or grandchild of an employee.
- Section 3. That in the event of a death of an aunt, uncle, nephew, niece, or cousin, the member of the bargaining unit shall, no more than once each calendar year, be granted one (1) working day of leave with pay, which day shall not be charged against either sick leave or vacation time.

Article XI - Hospital and Medical Insurance

- Section 1. That hospital and medical insurance shall be provided by the Employer as set forth from time to time in the Ordinances of the Borough of Point Pleasant.

Article XII - Professional Development and Improvement

- Section 1. That it is in the best interests of the Borough of Point Pleasant to encourage police officers to further their formal higher education in police science and subjects related to improving their ability to better serve the community as efficient, competent and knowledgeable law enforcement officers, and to that end, to pay additional compensation to police officers who successfully complete courses in such fields of study.
- Section 2. That it shall be the obligation of each employee to receive written approval for each subject course prior to enrollment therein; such approval to be obtained from the Chief of Police and the police Committee of the Employer.

Section 3. Effective January 1, 1981, any newly hired police officer shall be granted credit for salary purposes in accordance with the restriction of the present Section 4 for each course of study eligible for credit toward an Associate of Arts degree in police science or for each course of study eligible for credit toward a more advanced course degree which normally would receive prior approval from the Chief of Police.

Section 4. That after successful completion of each course of study eligible for credit toward an Associate of Arts degree in police science or the successful completion of a course of study eligible for credit toward a more advanced college degree with permission received pursuant to Section 2 hereof, such employee shall receive, in addition to his salary, annual compensation (to be known as "college credit compensation") at the rate of ten dollars (\$10.00) for each credit hour of study successfully completed, provided, however, that no employee shall receive more than six hundred fifty dollars (\$650.00) college credit compensation in any one (1) calendar year.

Section 5. That college credit compensation for each such course shall commence on the pay date next following submission to the Employer of proof of successful completion of such course.

Article XIII - Longevity Compensation

Section 1. That it is in the best interests of the Borough of Point Pleasant to encourage police officers to commit themselves to lengthy careers of public service and, to that end, to pay additional compensation to those police officers who dedicate their lives to the service of the citizenry of the Borough of Point Pleasant.

Section 2. That, in addition to annual salary, each member of the bargaining unit shall receive long vity compensation as follows:

<u>Years of Service</u>	<u>Percentage of Annual Pay</u>
A. After three (3) full years.	One percent (1%).
B. After six (6) full years.	Two percent (2%).
C. After nine (9) full years.	Three percent (3%).
D. After twelve (12) full years.	Four percent (4%).
E. After fifteen (15) full years.	Five percent (5%).
F. After eighteen (18) full years.	Six percent (6%).
G. After twenty-one (21) full years.	Seven percent (7%).
H. After twenty-four (24) full years.	Eight percent (8%).

Article XIV - Uniforms and Equipment

Section 1. To assure that all future regular employees shall be adequately and appropriately equipped upon assuming their duties, each such regular employee shall, upon commencement of his duties, be issued:

- | | |
|------------------------------------|---|
| A. Three (3) pairs of summer pants | J. One (1) winter overcoat |
| B. Three (3) pairs of winter pants | K. One (1) pair of "Frye" leather boots |
| C. Three (3) long-sleeve shirts | L. One (1) "Sam Brown" leather belt |
| D. Five (5) short-sleeve shirts | M. One (1) leather holster |
| E. One (1) hat | N. One (1) handcuff case and handcuffs |
| F. One (1) tie | O. One (1) ammo pouch |
| G. One (1) raincoat | P. One (1) key holder |
| H. One (1) pair of rain boots | Q. One (1) whistle chain |
| I. One (1) winter jacket | R. One (1) "357 Colt" revolver |

Section 2. To receive payment to partially defray the expense of replacing uniform components, required civilian clothing, and necessary cleaning and repairing, newly hired members of the bargaining unit must complete one (1) year of service. After completing one (1) year of service, the members of the bargaining unit shall, for each remaining month of that calendar year, receive one-twelfth (1/12th) of the established sum as indicated below, and thereafter shall receive, yearly, the following:

(a) To partially defray the expense incurred by regular members of the bargaining unit in replacing worn or damaged uniform components, the Employer shall, by the first regular pay day in May, recompense each such member of the bargaining unit for the replacement cost of damaged or worn uniform components, not to exceed three hundred dollars (\$300.00) annually per member of the bargaining unit, upon receiving appropriate proof of the uniform components replaced and the cost thereof.

(b) To partially defray the expense of maintaining an adequate business wardrobe incurred by those regular members of the bargaining unit who wear civilian clothes rather than uniforms in the normal performance of their police duties, the Employer shall pay to each such member of the bargaining unit on the first regular pay day in May, the sum of three hundred dollars (\$300.00) in lieu of the procedure established by subparagraph (a) above.

(c) To partially defray the expense incurred by regular members of the bargaining unit in cleaning and repairing clothing and uniforms soiled and damaged in the performance of their duties, the Employer shall pay to each member of the bargaining unit on the first pay day in September, the annual amount of one hundred dollars (\$100.00).

Article XV - Retirement Benefits

- Section 1. That it is in the best interests of the Borough of Point Pleasant to encourage police officers to commit themselves to lifetime careers of public service and, to that end, to assure that police officers who do devote their lives to such careers receive adequate retirement benefits.
- Section 2. That for purposes of computing both employee and Employer contributions to the Police and Firemen's Retirement System of New Jersey, Division of Pensions, the remuneration upon which such contributions are calculated shall be the sum of each respective member's annual salary plus his longevity compensation.

Article XVI - Liability Protection

- Section 1. That the Employer recognizes that employees are frequently called upon to apprehend, detain, arrest and prosecute members of the public, that the performance of such duties may result in the assertion of claims against police officers for money damages grounded in negligence, willful misconduct, or both, and that the assertion of such claims exposes employees to great financial loss in the event of an adverse verdict and in the event that employees are called upon to defend such claim.
- Section 2. To assure that employees may effectively perform their duties without fear of financial loss because of damage claims asserted against them, the Employer shall:
- A. continue to maintain in effect, public liability insurance in an amount adequate to protect employees against damage awards grounded in negligence;
 - B. maintain in effect, liability insurance in an amount adequate to protect employees against claims for compensatory damages arising out of alleged gross negligence, malicious prosecution, false arrest, assault and battery and similar torts;
 - C. in no event, however, shall the Employer be liable for any claim, award, or loss under Paragraph B of this Section 2 in an amount in excess of two hundred thousand dollars (\$200,000.00).

Article XVII - Personnel Files

- Section 1. Upon reasonable advance notice, members of the bargaining unit shall have the right to review their own personnel file, except for initial letters of recommendation and/or matters pertaining to internal investigation.

Section 2. Members of the bargaining unit shall be shown all written derogatory material which is to be placed in their file prior to such placement, unless such materials are to be used for internal investigation.

Section 3. Only one (1) personnel file shall be used, except for matters pertaining to internal investigation.

Article XVIII - Dues Deduction and Representation Fee

Section 1. Dues Deduction

- A. The Borough agrees to deduct from the salaries of those employees covered by this Agreement, dues for the Committee as said employees individually and voluntarily, in writing, authorize the Borough to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e. Said monies, together with records of any corrections, shall be transmitted to the Committee by the Borough.
- B. The Committee shall certify to the Borough, in writing, the current rate of its membership dues. Any change in the rate of membership dues will be transmitted to the Borough in writing prior to the effective date of such change.
- C. The Committee agrees to save the Borough harmless from any action or actions commenced by any employee against the Borough, for any claim arising out of such deduction, and the Committee assumes full responsibility for the disposition of the funds.

Section 2. Representation Fee

- A. The Committee shall deliver to the Employer a written statement containing the following:

(1) A statement that the Committee has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.

(2) A statement that the Committee has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.

(3) A statement establishing the amount of monthly representation fee to be deducted from the salary of each nonmember. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.

- B. On the first day of each month, as necessary, the Committee shall provide the Employer with a list of all members of the bargaining unit who have failed to arrange for and become members of the Committee and a request that the representation fee of such nonmembers be deducted in accordance with the Agreement.

C. Beginning with the first full pay period following receipt of the above letter, the Employer will commence deductions from salaries in accordance with Paragraph D below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Committee.

D. Payroll Deduction Schedule

The Employer will deduct the representation fee of the pay checks paid to each employee on the aforesaid list. The deductions will begin with the first pay checks:

(1) following receipt of the list provided for in Paragraph A above, or

(2) thirty (30) days after a new employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event, the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Committee, as nearly as possible, shall be the same as those used for the deduction of a regular membership to the Committee.

E. On or about the last day of each month, as necessary, beginning with the month this Agreement becomes effective, the Employer will submit to the Committee a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

F. The Committee hereby agrees to indemnify, defend, and save harmless the Employer from any claim, suit or action of any nature whatsoever, which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

Article XIX - Unpaid Attendance at Meetings

Section 1. The parties agree that the Employer may schedule a maximum of two (2) Department meetings per year not to exceed two (2) hours duration each. Furthermore, the parties agree that the Employer may schedule a maximum of two (2) training sessions per year, not to exceed six (6) hours per session. Attendance at these meetings (both Department and training) may be required, however, the Contract shall make provisions that those on vacation and sick leave may not be required to attend. Those who attend required meetings on off duty time shall be compensated with straight time compensatory time off.

Section 2. The parties agree that the Contract shall provide for progressive discipline for those disciplined for nonattendance at mandatory meetings.

Section 3. Nothing herein shall be interpreted to limit the Borough's ability to schedule other meetings where attendance is voluntary in nature.

Article XX - Miscellaneous

Section 1. Copies of this Agreement shall be printed at the expense of the Employer after agreement with the Committee on format, and such printing shall be completed, if possible, within thirty (30) calendar days after the Agreement is signed. The Agreement shall be presented to all members of the collective bargaining unit.

Section 2. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter to the following addresses:

A. If by the Committee to the Mayor and Council:

Municipal Building
2233 Bridge Avenue
Point Pleasant, N.J. 08742

B. If by Mayor and Council to the Committee:

Chairman of the Negotiations Committee, at the proper residence address which shall be supplied, as change requires, to the Borough Clerk.

Section 3. The Committee and its representatives may have the right to use municipal buildings at all reasonable hours for meetings; however, approval is required and such approval shall not be unreasonably withheld. The Borough Clerk shall be notified in advance of the time and place of all such meetings.

Section 4. The Committee shall have the right to use the bulletin board for official communications if such communications are signed by an appropriate officer of the Committee, and such material shall be subject to the approval of the Chief of Police.

Section 5. The Committee shall have the right to use the copier machine upon reasonable notice and providing it is not in use, providing that it makes payment to the Borough for the actual cost of materials used.

- Section 6. Police Department meetings which require attendance shall not normally be called on Fridays, or any day immediately preceding any holiday.
- Section 7. A Committee representative may speak to the members of the bargaining unit during any meeting referred to in Section 6 above, at the end of any such meeting, providing no interference occurs with the normal operation of the Department.
- Section 8. Upon return from an officially approved leave of absence, all benefits achieved prior to such leave of absence shall be restored to the members of the bargaining unit; however, such absent time shall not count in any fashion toward accumulation of benefits nor seniority.
- Section 9. The Policeman's Bill of Rights shall be attached to the Agreement as an Appendix for informational purposes only.

Article XXI - Savings Clause

- Section 1. The parties agree that if any provision of this Contract or the application of this Contract, as it applies to any employee, or set of circumstances shall be held invalid, then the remainder of this Contract or the application of such provision to other persons or circumstances shall not be affected thereby.
- Section 2. That if any such provisions are determined to be invalid, then the Employer and the employees shall meet within twenty (20) days thereafter for the purpose of negotiating changes made necessary by applicable law.

Article XXII - Duration

- Section 1. This Agreement shall be effective January 1, 1981 and shall continue in effect through December 31, 1982.
- Section 2. The Committee may reopen the Contract for a negotiation of a salary adjustment to be effective January 1, 1982.
- Section 3. IN WITNESS WHEREOF, the parties hereto have here unto set their hand and seals and caused these presence to be signed by the appropriate officers and the corporate seal of the Employer to be hereto affixed this _____ day of _____, 1981.

BOROUGH OF POINT PLEASANT

By _____
Peter A. Marone, Mayor

POLICE DEPARTMENT OF THE
BOROUGH OF POINT PLEASANT

By _____
Robert Kling, Chairman
Police Negotiating Committee

Attest _____

BOROUGH OF POINT PLEASANT
POLICE DEPARTMENT

SCHEDULE A

Base Salaries For 1981 Exclusive of
Longevity and/or Other Additional Compensation

<u>RANK</u>	<u>YEARS OF SERVICE</u>	<u>ANNUAL SALARY</u>
1) <u>Patrolman</u>	a) First year of service	\$ 16,995.00
	b) Second year of service	18,135.00
	c) Third year of service	19,275.00
	d) After third year	20,415.00
2) <u>Patrolman Detective</u>	a) First year of service	17,595.00
	b) Second year of service	18,730.00
	c) Third year of service	19,870.00
	d) After third year	21,035.00
3) <u>Sergeant</u>		21,895.00
4) <u>Detective Sergeant</u>		22,495.00
		24,190
5) <u>Radio Dispatcher</u>		19,275.00
6) <u>Special Officers</u>		@ \$5.48 per hour

AMENDMENT TO THE OMNIBUS CRIME CONTROL AND
SAFE STREETS ACT OF 1968 -- A LAW
ENFORCEMENT OFFICERS' BILL OF RIGHTS
AND GRIEVANCE COMMISSION

93D CONGRESS
SESSION

H. R. 4600

A BILL

To amend the Omnibus Crime Control and Safe Streets Act of 1968 to provide a system for the redress of law enforcement officers' grievances and to establish a law enforcement officers' bill of rights in each of the several States, and for other purposes.

- 1 *Be it enacted by the Senate and House of Representa-*
- 2 *tives of the United States of America in Congress assembled,*
- 3 That section 303 of the Omnibus Crime Control and Safe
- 4 Streets Act of 1968 is amended by striking out "and" follow-
- 5 ing the semicolon in paragraph (11) and adding at the end
- 6 thereof the following new paragraphs:

1 " (13) provide a system for the receipt, investiga-
2 tion, and determination of complaints and grievances
3 submitted by law enforcement officers of the State, units
4 of general local government and public agencies; and

5 " (14) provide for the formulation of a 'Law En-
6 forcement Officers' Bill of Rights' which, if enacted into
7 law, would provide statutory protection for the constitu-
8 tional rights and privileges of all law enforcement officers
9 of the State, units of general local government and public
10 agencies."

11 SEC. 2. Title I of the Omnibus Crime Control and Safe
12 Streets Act of 1968 is amended by redesignating parts E and
13 F as parts F and G, respectively, and inserting after part D
14 the following new part:

15 PART E—LAW ENFORCEMENT OFFICERS' GRIEVANCE
16 SYSTEM AND BILL OF RIGHTS

17 SEC. 351. Beginning one year after the date of enact-
18 ment of this section, no grant under part B or part C of this
19 title shall be made to any State, unit of general local govern-
20 ment or public agency unless such State, unit of general local
21 government or public agency has established and put into
22 operation a system for the receipt, investigation, and deter-
23 mination of complaints and grievances submitted by law
24 enforcement officers of the State, units of general local gov-
25 ernment and public agencies operating within the State and

1 has enacted into law a "Law Enforcement Officers' Bill of
2 Rights" which includes in its coverage all law enforcement
3 officers of the State, units of general local government and
4 public agencies operating within the State.

5 Bill of Rights

6 The Law Enforcement Officers' Bill of Rights shall pro-
7 vide law enforcement officers of such State, units of general
8 local government and public agencies statutory protection
9 for certain rights enjoyed by other citizens. The bill of rights
10 shall provide, but shall not be limited to, the following:

11 "(A) POLITICAL ACTIVITY BY LAW ENFORCEMENT
12 OFFICERS.—Except when on duty or when acting in his
13 official capacity, no law enforcement officer shall be pro-
14 hibited from engaging in political activity or be denied the
15 right to refrain from engaging in political activity.

16 "(B) RIGHTS OF LAW ENFORCEMENT OFFICERS
17 WHILE UNDER INVESTIGATION.—Whenever a law enforce-
18 ment officer is under investigation or subjected to interroga-
19 tion by members of his or any other investigative agency.
20 for any reason which could lead to disciplinary action, demo-
21 tion, dismissal, or criminal charges, such investigation or
22 interrogation shall be conducted under the following con-
23 ditions:

24 "(1) The interrogation shall be conducted at a reason-
25 able hour, preferably at a time when the law enforcement

1 officer is on duty, unless the seriousness of the investigation
2 is of such a degree that an immediate interrogation is
3 required.

4 “(2) The investigation shall take place either at the
5 office of the command of the investigating officer or at the
6 office of the local precinct or police unit in which the inci-
7 dent allegedly occurred, as designated by the investigating
8 officer.

9 “(3) The law enforcement officer under investigation
10 shall be informed of the rank, name, and command of the
11 officer in charge of the investigation, the interrogating offi-
12 cer, and all persons present during the interrogation. All
13 questions directed to the officer under interrogation shall be
14 asked by and through one interrogator.

15 “(4) The law enforcement officer under investigation
16 shall be informed of the nature of the investigation prior
17 to any interrogation, and he shall be informed of the names
18 of all complainants.

19 “(5) No complaint by a civilian against a police of-
20 ficer shall be entertained, nor any investigation of such com-
21 plaint be held, unless the complaint be duly sworn to by the
22 complainant before an official authorized to administer oaths.

23 “(6) Interrogating sessions shall be for reasonable pe-
24 riods and shall be timed to allow for such personal neces-
25 sities and rest periods as are reasonably necessary.

1 “(7) The law enforcement officer under interrogation
2 shall not be subjected to offensive language or threatened
3 with transfer, dismissal, or disciplinary action. No promise
4 or reward shall be made as an inducement to answering any
5 questions.

6 “(8) The complete interrogation of a law enforcement
7 officer, including all recess periods, shall be recorded, and
8 there shall be no unrecorded questions or statements.

9 “(9) If the law enforcement officer under interrogation
10 is under arrest, or is likely to be placed under arrest as a
11 result of the interrogation, he shall be completely informed
12 of all his rights prior to the commencement of the inter-
13 rogation.

14 “(10) At the request of any law enforcement officer
15 under interrogation, he shall have the right to be represented
16 by counsel or any other representative of his choice who shall
17 be present at all times during such interrogation whenever
18 the interrogation relates to the officer's continued fitness for
19 law enforcement service.

20 “(C) REPRESENTATION ON COMPLAINT REVIEW
21 BOARDS.—Whenever a police complaint review board is
22 established which has or will have in its membership other
23 than law enforcement officers, such board shall include in its
24 membership a proportionate number of representatives of
25 the law enforcement agency or agencies concerned.

1 “(D) CIVIL SUITS BROUGHT BY LAW ENFORCEMENT
2 OFFICERS.—Law enforcement officers shall have the right,
3 and be given assistance when requested, to bring civil suit
4 against any person, group of persons or any organization or
5 corporation or the heads of such organizations or corpora-
6 tions, for damages suffered, either pecuniary or otherwise,
7 or for abridgment of their civil rights arising out of the
8 officer's performance of official duties.

9 “(E) DISCLOSURE OF FINANCES.—No law enforce-
10 ment officer shall be required or requested, for purposes of
11 assignment or other personnel action, to disclose any item of
12 his property income, assets, source of income, debts, or per-
13 sonal or domestic expenditures (including those of any
14 member of his family or household), unless such informa-
15 tion is obtained under proper legal procedures or tends to
16 indicate a conflict of interest with respect to the performance
17 of his official duties. This paragraph shall not prevent in-
18 quiries made by authorized agents of a tax collecting agency
19 in accordance with acceptable and legally established
20 procedures.

21 “(F) NOTICE OF DISCIPLINARY ACTION.—No dis-
22 missal, demotion, transfer, reassignment, or other personnel
23 action which might result in loss of pay or benefits or which
24 might otherwise be considered a punitive measure shall be
25 taken against a law enforcement officer of the State, unit of

1 general local government or public agency unless such law
2 enforcement officer is notified of the action and the reason or
3 reasons therefor prior to the effective date of such action.

4 “(G) RETALIATION FOR EXERCISING RIGHTS.—No
5 law enforcement officer shall be discharged, disciplined,
6 demoted, or denied promotion, transfer, or reassignment, or
7 otherwise be discriminated against in regard to his employ-
8 ment, or be threatened with any such treatment, by reason
9 of his exercise of the rights granted in the law enforcement
10 officers’ bill of rights.

11 “(H) LAW ENFORCEMENT OFFICERS’ GRIEVANCE
12 COMMISSION.—With respect to complaints and grievances
13 on the part of the law enforcement officers:

14 “(1) There shall be established in each State and unit
15 of general local government a commission composed of an
16 equal number of representatives of government, law en-
17 forcement agencies, and the general public which shall have
18 the authority and duty to receive, investigate, and determine
19 complaints and grievances arising from claimed infringe-
20 ments of rights submitted to it in writing by, or on behalf of,
21 any law enforcement officer of the State, unit of general local
22 government or public agency operating within the State.

23 “(2) Any certified or recognized employee organization
24 representing law enforcement officers of a State, unit of
25 general local government or public agency, when requested

1 in writing by a law enforcement officer, may act on behalf
2 of such officer regarding the filing and processing of com-
3 plaints submitted to such commission. Certified or recog-
4 nized employee organizations may also initiate actions with
5 such commission on its own initiative if the complaint or
6 matter in question involves one or more law enforcement
7 officers in its organization.

8 “(3) Complaints and grievances may be against any
9 person or group of persons or any organization or corpora-
10 tion or the heads of such organizations or corporations;
11 officials or employees of the department or agency of the law
12 enforcement officer making the complaint, or of any other
13 local, State or Federal department or investigating commis-
14 sion or other law enforcement agency operating in the
15 State.

16 “(4) The commission shall be empowered to hold hear-
17 ings, take testimony under oath, issue subpoenas, issue cease
18 and desist orders, and institute actions in appropriate State
19 court in cases of noncompliance.

20 “(I) In addition to any procedures available to law en-
21 forcement officers regarding the filing of complaints and
22 grievances as established in this section, any law enforce-
23 ment officer may institute an action in a civil court to
24 obtain redress of such grievances.”