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LABOR AGREEMENT

Between

THE BOROUGH OF BEACHWOOD

A Municipal Corporation of the State of New Jersey;

And

THE BEACHWOOD POLICE BENEVOLENT ASSOCIATION

LOCAL #253

LIBRARY
Institute of Management and
Labor Relations

OCT 28 1977

RUTGERS UNIVERSITY

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THIS AGREEMENT, made this _____ day of _____, 19____, between the Borough of Beachwood, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the Borough, and the Beachwood Police Benevolent Association, Local #253, comprised of police officers of the Borough of Beachwood excluding the Lieutenant and Chief of Police. Such organization having been certified by the Public Employment Relations Commission as an appropriate bargaining unit, which shall be hereinafter referred to as the Association.

NOW THEREFORE, the Borough and the Association mutually agree as follows:

I. PURPOSES:

The purpose of this agreement shall be as set forth herein, the negotiable terms and conditions of employment to be observed between the parties hereto and to improve the harmonious relations between the Borough and the Association and to formally set forth the basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and the established practices not modified by this Agreement.

II. RECOGNITION OF ASSOCIATION:

(a) The Borough recognizes the Beachwood Police Benevolent Association, Local #253, as the exclusive representative of all employees of the bargaining unit as defined in Article II Section b herein for the purposes of collective bargaining and all activities and processes relative thereto. Said Association is permitted to negotiate with the Borough for the purpose provided under Chapter 303, L.1968, (N.J.S.A.34:134-1 et seq.), with respect to salary, hours and those terms and conditions of employment permitted by said Statute.

(b) The bargaining unit shall consist of all the regular full time police officers, including sergeants, of the Police Department of the Borough of Beachwood, now employed, or hereinafter employed, with the exception of the Lieutenant and the Chief of Police. Full time police officers shall not include police officers who are within the probationary period.

III. MANAGEMENT RIGHTS:

(a) The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it by the Laws and Constitutions of the State of New Jersey and the United States; except as may be specifically modified by this Agreement.

(b) All of the terms and conditions of employment not specifically set forth herein or not specifically covered by existing Statutes, are hereby reserved by the Borough as its management prerogatives and rights.

IV. RIGHTS AND PRIVILEGES OF THE ASSOCIATION:

(a) The Borough agrees to make available to the Association all public information concerning negotiable matters between the Borough and the Association to process any grievance or complaints. All requests shall be made through the Chief of Police.

(b) Whenever any representative of the Association or an employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he shall suffer no loss in pay.

(c) The Borough shall permit members of the Association grievance committee to conduct the business of the committee which consists of conferring with employees and management 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 said business shall not diminish the effectiveness of the police department or require the recall of off-duty policemen to bring the department to its proper effectiveness.

(d) Negotiation sessions will be set during off-duty hours. Such participation shall be limited to three members.

(e) The Association shall have the use of the Bulletin Board and mailboxes to contact members of the Association.

V. BULLETIN BOARD:

The Borough will provide a Bulletin Board in a conspicuous location in the police headquarters for the use of the Association in posting notices concerning Association business and activities. Said bulletin board shall be under the control of the Association representative and all notices shall be approved by the superior officer.

VI. COLLECTIVE BARGAINING PROCEDURE:

(a) Collective bargaining with respect to rates of pay, hours of work, or other conditions of employment, shall be conducted by the duly authorized bargaining agents of each of the parties. Unless otherwise designated, the Borough Council of the Borough of Beachwood, or its designee, and the President of the Association, or his designees, shall be the respective bargaining agents for the parties.

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

(c) Employees of the Borough who may be designated by

the Association to participate in the collective bargaining meetings called for the purpose of negotiation of a collective bargaining agreement will be excused from their work assignments. This section shall be limited to two members of the Association.

VII. DISCRIMINATION:

(a) Neither the Borough nor the Association shall discriminate against any employee by reason of race, creed, sex, age, color, political or religious affiliation, national origin or Association activity.

(b) Where the word "he" is used in the Agreement, it shall be construed as to include both masculine and feminine gender.

VIII. PERSONNEL FILES:

Employees shall have the right to inspect and review their own individual personnel file after proper request to their supervisor. The employer recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to define, explain or object in writing to anything found in his personnel file. This writing shall become a part of the employees' personnel file. The employee will receive copies of any written reprimands, performance evaluations or work commentaries placed in the employees' file. Employee signature signifying knowledge of these documents may be required at the discretion of the supervisor.

IX. GRIEVANCE PROCEDURE:

(a) A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedure hereinafter set forth

shall be followed.

(b) When a member of the Association wishes to present a grievance for himself or an employee or group of employees for settlement, such grievance shall be presented in the following manner:

1. The President of the Association or the designated representatives shall present the grievance or grievances to the Chief of Police or his duly designated representative. The department head shall answer the grievance orally within seventy-two (72) hours.

2. If the grievance cannot be resolved at (1) or if no answer has been received by the Association within the time set forth in (1), the Association shall present the grievance in writing in duplicate by furnishing one copy to the Chief of Police and the other to the Borough Clerk. This presentation shall set forth the position of the Association, and at the request of either party, discussion may ensue. The Chief of Police shall answer the grievance in writing within seventy-two (72) hours after receipt of the grievance setting forth the position of the employer.

3. If the grievance cannot be resolved in (2), or if no answer has been received by the Association within the time set forth in (2), the grievance may be presented in writing to the Mayor and Council. The final decision of the Mayor and Council shall be given to the Association in writing within fourteen (14) days after receipt of the grievance by the Mayor and Council.

(c) Nothing herein is intended to deny to the employees

the right to appeal as expressly granted by a Civil Service hearing procedure as established by N. J. State Statutes.

X. ADHERENCE TO CIVIL SERVICE RULES:

The Borough and the Association understand and agree that all Rules promulgated by the New Jersey Department of Civil Service concerning any matter whatever not specifically covered in the Agreement shall be binding upon both.

XI. LEAVE:

(a) Bereavement.

1. Each employee shall be granted a maximum of four (4) days leave with pay per year in the event of the death of spouse, child, parent, mother-in-law, father-in-law, brother, sister, or grandparent.

2. In the event of a multi-death, a maximum of seven (7) bereavement days shall be granted.

3. Such leave shall be separate and distinct from any other leave time.

4. All such leave shall not be taken until the immediate supervisor is notified of the instance of bereavement.

(b) Administrative.

1. All permanent employees shall be granted up to three (3) days leave with pay per year for personal reasons, this shall not be charged against annual leave or any other leave.

2. Unused administrative leave shall not accumulate from year to year.

3. Administrative leave is subject to advance

notice and approval by the Officer in Charge or the Chief of Police. It is understood that administrative leave shall not be granted due to requirements of a second job.

(c) Maternity.

1. Permanent employees in the Borough's service who shall have completed their working test period will be granted leave during the time prior to the expected date of delivery and for one month after the actual date of delivery on presentation of a Doctor's certificate setting forth the necessity therefor.

2. Earned and accumulated sick leave and accumulated vacation leave may be used for maternity leave, but with the employee's own discretion.

3. Maternity leave granted in excess of sick leave or accumulated vacation leave shall be without pay.

(d) Military.

1. A permanent employee who is a member of the National Guard or Naval Militia or of a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period as provided by regulation.

2. Such leave shall be in addition to regular vacation leave, provided the employee presents the official notice from his commanding officer prior to the effective date of such leave.

(e) Annual Leave (Civil Service Rules 4:1-17.11)

1. Annual leave with pay shall be earned at a

rate of one working day of leave for each full calendar month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days leave thereafter for every year up through four (4) years service; sixteen (16) working days leave after the completion of four (4) years and up through nine (9) years service; twenty-one (21) working days leave after the completion of nine (9) years and up through fourteen (14) years service. Permanent part time employees shall receive allowance on a proportionate basis.

2. Vacation leave allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused leave may be carried forward into the next succeeding year only.

3. Leave with pay must be requested in writing at least twenty-four (24) hours in advance.

4. Employees will, with due consideration of the needs of the Borough, be permitted to take their vacation at times they request. However, all vacation dates must be approved by the department head, or his duly designated representative.

5. The department head or his representative is to be notified prior to May 1st of desired vacation dates. In case of conflict in dates, the employee with seniority will be given preference. Any request made after May 1st will be assigned one of the dates still open.

(f) Sick Leave (Civil Service Rules 4:1-17.16)

1. The minimum sick leave with pay shall accrue

to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Part-time permanent employees shall be entitled to sick leave as established on the basis of one (1) working day per month.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

4. Failure to so notify his supervisor may be the cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

5. Absence without notice for five (5) consecutive days shall constitute a resignation under Section 16.12 (resignation) of The Civil Service Rules.

6. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

i. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature

requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

ii. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

7. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

8. In case of death in the immediate family, reasonable proof shall be required.

9. The appointing authority 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 Borough, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health or safety of other employees.

10. Upon the retirement of an employee, the Borough shall pay the employee for all of his accumulated sick leave in excess of forty-five (45) days that he has earned while he was in the Borough's employment. The Borough shall have the option of purchasing an annuity contract which shall provide the retiring employee with the option of receiving either a lump sum or two (2) or three (3) year payout.

(g) Leave of Absence without pay.

1. Leave of absence without pay, for cause, may be granted by the Borough provided it does not seriously disrupt operations.

2. A request for a leave of absence without pay shall be presented to the supervisor in writing.

3. A leave of absence shall not exceed six (6) months. It may be renewed not more than one (1) time for a like period, with the Department of Civil Service approval.

4. An employee who fails to report for work the first work day after the expiration of his leave shall be considered to have quit.

(h) Other Leaves.

All other proper and authorized leaves as provided in the Rules of the Department of Civil Service shall be recognized and constitute a part of this Agreement.

XII. HOLIDAYS:

(a) The following are recognized as Holidays:

New Years' Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

July 4th

Labor Day

Columbus Day

Veteran's Day

Election Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

(b) Each full-time regular employee will receive his regular salary for any holiday on which they are not required to work. If any employee is requested or required to work on a Holiday, he shall receive his regular pay plus one additional day's pay.

XIII. UNIFORMS:

(a) The Borough shall supply police uniforms and all accessories to new police officers.

(b) Uniforms damaged while performing normal police duties, other than normal wear, shall be replaced by the Borough upon receipt of the damaged uniform or equipment.

(c) A clothing allowance in the amount of \$150.00 per year shall be available on a voucher basis for each employee during the calendar year.

XIV. PAY PROCEDURES WITH WORKER'S COMPENSATION;:

(a) Anyone injured in the performance of his or her work will receive Worker's Compensation in accordance with Worker's Compensation Insurance Regulations.

(b) Anyone receiving Worker's Compensation shall receive his full salary for the number of full sickleave weeks (40 hours), which he has unused on the books, During this time, he will sign over his Worker's Compensation checks to the Borough, in order to receive his pay. After the length of sick-leave time has been reached, he will receive only Worker's Compensation pay.

(c) This procedure does not use up the sick leave. It is only a basis for computation.

XV. HOSPITAL AND MEDICAL INSURANCE:

(a) The Borough shall maintain, at no cost to the employee, hospitalization and major medical coverage provided by Blue Cross and Blue Shield and the Prudential Insurance Company.

(b) Coverage shall include, but not be limited to:

1. Hospital room and board and miscellaneous costs.

2. Outpatient benefits.

3. Laboratory fees, diagnostic expenses and therapy treatments.

4. Maternity costs.

5. Surgical costs.

6. Rider "J" coverage.

7. Major-medical coverage.

(c) Specific details are contained in the master policies and contracts on file in the Office of the Borough-Clerk.

(d) For each officer who remains in the employ of the Borough for a full year, the Borough shall make payments of insurance premiums on life insurance to provide life insurance coverage for a full twelve (12) month period at an amount three (3) times the annual salary of said employee with the Borough paying 50% of the premium charged for such coverage.

(e) The Borough will also provide what is commonly known as false arrest insurance with punitive damage coverage and separate principal coverage at no cost to the employee.

(f) The Borough shall participate with the Association in a dental insurance program according to the following schedule:

1. During the calendar year of 1976, the Borough

shall contribute no funds.

2. During the calendar year of 1977, the Borough shall pay up to one-half of the employees coverage with a maximum expenditure of \$5.00 per month.

3. During the calendar year of 1978, the Borough shall pay for full coverage for the employee with a maximum expenditure of \$10.00 per month.

4. Any insurance premium in excess of the maximum authorized Borough expenditure shall be deducted as a payroll withholding from the employee's payroll.

XVI. WORK HOURS:

(a) The normal work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period except as otherwise mutually agreed upon by the parties.

(b) The normal work week shall consist of forty (40) hours.

(c) All work after or other than these hours shall be considered as overtime work and shall be paid as such.

(d) Time and one-half a person's hourly wage shall be paid after a normal work day or work week.

(e) Overtime:

1. Overtime will be worked only when necessary, and the employees are expected to work necessary overtime.

2. Overtime work shall be distributed as equitably as practical among those who normally do the work.

3. Overtime shall not be worked during any week in which an employee is on vacation, except in an emergency with authorization from the Chief of Police or Lieutenant, in case of his absence.

4. Employees shall not be paid overtime for hours in excess of forty (40) hours unless said overtime was authorized by the Chief or Lieutenant.

5. Any part of an hour worked past the normal working hours shall be paid as one hour of overtime pay and the individual shall complete the hour.

6. In the event an employee is called onto duty other than his normal assignment for either municipal court appearance, grand jury appearance, or appearance in any court in the State of New Jersey, he shall be paid overtime at a rate of time and one-half for all time worked during such period. In no such case shall he be paid for less than two (2) hours, irrespective of time worked.

7. Riot Duty:

i. Riot duty as declared in a police emergency whether in the Borough of Beachwood or anywhere else in the State in which Association members shall be required to participate shall be paid in the following manner: For standby at Police Headquarters and prepared for actual service, Association members shall be paid time and one-half their regular rate based on actual standby duty time. Association members engaged in the actual quelling of a declared riot shall be compensated at twice their regular rate of pay.

XVII. EDUCATION:

The Borough shall pay additional compensation to each member of the Association upon his receiving advanced educational degrees:

(a) During the calendar year of 1976, an additional supplement of \$350.00 shall be paid for an Associate Degree; \$550.

for a Bachelor Degree and \$650. for a Master's Degree.

(b) During the calendar year of 1977, an additional supplement of \$400. shall be paid for an Associate Degree; \$600. for a Bachelor Degree and \$700. for a Master's Degree.

(c) During the calendar year of 1978, an additional supplement of \$450. shall be paid for an Associate Degree; \$650. for a Bachelor Degree and \$750. for a Master's Degree.

(d) During the calendar year 1976, Association members attending college shall receive additional compensation in the amount of \$5.00 per credit hour. A 100 credit hour limit shall be imposed upon the entire Police Department with regards to compensable credits. Distribution of the compensable credit allotment shall be made by the Association.

XVIII. WAGE SCALE:

(a) Police officer, first year, \$9,100.00, plus \$500.00 upon completion of training at the Police Adademy; Police officer, second year, \$10,350.00; Police officer, third year, \$11,350.00; Police officer, maximum salary, \$12,600.00; Sergeant, \$13,100.00. Sergeant shall receive at least 1% additional compensation above the base compensation of a police officer; detective shall be compensated in the category of his actual rank with the appropriate years of service and shall receive in addition thereto the sum of \$500.00 per year.

(b) Shift Commanders shall be compensated at the rate of \$200.00 per year, payable at the end of the calendar year.

(c) The Chief of Police with the advice of the Mayor and Council may place new employees on the classification scale as they deem in the best interest of the community with credit being given for prior service.

(d) Police officers hired prior to July 1st shall be moved to the next succeeding classification as of the first of January 1st they reach. Officers appointed as of July 1st or thereafter shall be moved to the next succeeding classification as of the second January 1st reached.

(e) Cost of Living.

1. In each succeeding calendar year of this contract, the wage scale shall be adjusted in accordance with the Bureau of Labor Statistics, Cost of Living Index, for the Philadelphia region.

2. The adjustment shall be made when the year end figures are provided by the Bureau of Labor Statistics.

3. Wage adjustments shall be made upon the passage of the annual salary ordinance.

4. Wage adjustments shall be retroactive to January 1st.

XIX. LONGEVITY:

(a) Longevity pay shall be issued in a lump sum on the pay period nearest to December 1st, by separate check, to all permanent Civil Service employees with more than four (4) years continuous full time service as per his wage classification and based upon the date of his full time appointment.

(b) Longevity shall be paid according to the following schedule.

1. Four (4) years plus one (1) day of continuous service through eight (8) years continuous service-1½% of annual salary.

2. Eight (8) years plus one (1) day of continuous service through twelve (12) years continuous service-3% of annual salary.

3. Twelve (12) years plus one (1) day of continuous service through sixteen (16) years continuous service-4½% of annual salary.

4. Sixteen (16) years plus one (1) day of continuous service through twenty (20) years continuous service-6% of annual salary.

(c) Any employee retiring during the course of the year shall receive longevity prorated on a monthly basis. The same procedure shall be followed in the event of an employee's death.

XX. SUSPENSION:

It is agreed between the Borough and the Association that if an officer is suspended for any action other than disciplinary violation, he shall continue to receive pay, perform those duties as prescribed by the Police Chief, until such time as there is disposition of the matter.

XXI. ARBITRATION:

(a) The parties of this Agreement recognize that the welfare of the residents of the Municipality as well as the harmonious employer-employee relationship requires that the full intent of the terms of this Agreement be achieved. It is the intent of both the Borough and the Association to cooperate fully to the end that the intent of this Agreement is achieved and that the Police Department shall operate harmoniously.

(b) Both parties, however, recognize that in carrying out the full intent of this Agreement certain questions, both of technical nature and otherwise, may arise which were unforeseen.

Accordingly, both parties commit themselves to the orderly and peaceful settlement of any and all such questions which may arise under this Agreement, and further agree that it is their intention and desire that no strike or other interruption of normal employment or production shall occur during the life of this Agreement.

(c) In order to expedite decisions in the event of any dispute arising under this Agreement, Robert E. Light, Esq., 8 Wren Court, Edison, New Jersey, shall be employed to arbitrate all disputes. In formulating his decisions, the arbitrator shall adhere to the Statutory Law of New Jersey and to the pertinent decisions of the Civil Service Commission and the Courts.

(d) The costs of arbitration shall be borne equally amongst the parties.

XXII. SEVERABILITY:

(a) If any part, clause, portion or article of this Agreement shall be subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect, absent the illegal clause.

(b) Should a legislative act or government regulation or order affect any particular provision of this Agreement, it shall apply only to that specific portion of this Agreement affected thereby.

(c) If any such provisions are so invalid, the Borough and the Association will meet for the purpose of negotiating changes made necessary by the applicable law.

XXIII. DURATION OF AGREEMENT:

(a) This Agreement shall be effective retroactively to January 1, 1976, and shall continue in full force and effect until December 31, 1978.

(b) At least ninety (90) days prior to the expiration of this Agreement, the parties shall serve notice upon each other with regard to the successor Agreement.

(c) In the absence of written notice given at least thirty (30) days prior to the expiration date of either party to the other of intention to terminate, this Agreement shall automatically be renewed for the period of another year, and from year to year thereafter until such time as thirty (30) days notice is given prior to the annual expiration date, according to the terms of the last year of this Agreement.

(d) Negotiations for a successor Agreement shall commence no later than fifteen days (15) prior to the expiration date.

(e) Completeness of Agreement: This Agreement constitutes the entire collective bargaining agreement between the parties and settles for the term of this Agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

Nothing in this Agreement shall be construed to deny to the officer any rights which he has obtained prior to the date hereof and which may not have been incorporated into the terms hereof.

IN WITNESS WHEREOF, the parties hereto have set their
hands and seals.

BOROUGH OF BEACHWOOD

ATTEST:

Eleanore L. Symington
Eleanore L. Symington Clerk

BY: Christina DeForest
Christina DeForest, Mayor

THE BEACHWOOD POLICE BENEVOLENT
ASSOCIATION, LOCAL #253

ATTEST:

Dennis Crump
Dennis Crump, Secretary

William L. Walsh
William Walsh, President

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