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Labor Relations

JUL 14 1988

RUTGERS UNIVERSITY

1988 - 1989 AGREEMENT

[REDACTED]

AND THE

[REDACTED]

(Employer)

East Brunswick Township

X July 1, 1988 - June 30, 1989

1988-1989 AGREEMENT

POLICEMAN'S BENEVOLENT ASSOCIATION LOCAL #145
AND THE
TOWNSHIP OF EAST BRUNSWICK

ARTICLE I - RECOGNITION

Section A. The employer hereby recognizes the Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work and other terms and conditions of employment for an appropriate negotiating unit established in accordance with N.J.S.A. 34:13A-5.3 as supplemented and amended.

Section B. Included in the negotiating unit shall be those employees of the Township within the Department of Public Safety whose job titles are Patrolman.

2. Payroll Deduction Schedule

The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforementioned non-member list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) Ten (10) days after receipt of the aforementioned non-member list by the Finance Director, or

(b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a non-bargaining unit position and then became covered by this Agreement or was laid off, in which event the deductions will begin with the first paycheck paid to said employee after the resumption of the employee's employment in a bargaining unit position.

3. Termination of Employment

An employee who is terminated for any reason shall only pay that portion of the annual fees of the Association due in equal installments to the date of termination.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues. The Township will provide a list with each transmission of fees listing current members and those paying the representation fee.

5. Changes

The Association will notify the Finance Director in writing of any changes in the list of non-members provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Finance Director received said notification.

6. New Employees

The P.B.A. will be informed of the employment of each individual eligible for membership in the Association.

7. Hold Harmless Agreement

The P.B.A. agrees to hold and save the Township of East Brunswick harmless as a result of its compliance with and administration of this Article.

Administrator. A written response shall be provided by the Business Administrator within ten (10) days of its submission. The written grievance must set forth in reasonable detail the facts underlying the grievance, related contract provisions at issue, and the relief sought. The answer to the grievance must set forth the employer's findings and reasons for its position.

STEP 3: If no settlement of grievance has been reached by the parties at Step 2, and the grievance is not within the meaning of Section A(2), the Association shall have the right to submit the unresolved grievance to binding arbitration. However, the request for arbitration must be initiated within twenty (20) days of the time the answer was received from the Business Administrator (or considered due in Step 2). The Association shall make written application to the New Jersey Public Employment Relations Commission requesting that an arbitrator be appointed to hear the grievance in accordance with its rules and make a final determination. The arbitrator can add nothing to nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be in written form setting forth findings of fact, reasons, and conclusions and shall be submitted to the employer and to the Association. It shall be binding and final on the parties.

Section C. The cost of fees and expenses of the Arbitrator shall be shared equally by the Association and the employer. It is agreed that any arbitrator appointed pursuant to this Agreement may not in any way alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the Association.

Section D. If either or both parties desire a verbatim record of the proceedings, it may cause a record to be made, and the cost of such record shall be either equally borne by the parties or borne by the party requesting the record.

ARTICLE V - PERSONAL DAYS

Section A. Each employee shall be granted four days off with pay in each agreement year, non-cumulative, and in units of full or half days provided the employee provides no less than 24 hours notice to the officer in command. The officer in command shall grant said personal day request provided that staff levels are adequate at the time the request is made by the employee. In the case of a personal emergency, an employee may request a personal day with less than 24 hours notice; however, the employee shall substantiate the nature of the emergency and the officer in command shall determine whether or not to grant said request on a case by case basis. In the first year of employment, one (1) personal day shall be accrued for each three months of employment.

ARTICLE VII - VACATIONS

Section A. The following vacation schedule is agreed to and shall be used in units of full or half days.

0 - 1 year of completed service	.83 days per month
2 - 5 years of completed service	10 days
Start of 6th year to end of 9th year of completed service.	15 days
Start of 10th year to end of 14th year of completed service.	20 days
Start of 15th year to end of 19th year of completed service.	25 days
Start of 20th year to end of 24th year of completed service.	30 days
Start of 25th year and over	35 days

Section B. For purposes of computing years of service, any employee hired prior to January 1, 1968, whose employment commenced between January 1 and October 1 shall be credited with a full year of service. Any employee hired after January 1, 1968, whose employment commenced between January 1 and July 1 shall be credited with a full year of service. Previous permanent part-time employment with the employer shall be accumulated, and the employee shall be given credit for an equivalent amount of full-time employment.

Only when a full-time employee leaves the employer's employ for active duty in the military services of the United States, or receives a leave of absence with pay, or a maternity leave as defined below, shall the period of active duty, or leave of absence with pay, or maternity leave be included in computing years of service.

Maternity Leave is defined for purposes of this Agreement as that period of time the employee is under doctor's care. (Once the employee is released from the doctor's care, if the employee desires additional time off for child care, the employee must request an unpaid leave of absence, which, if granted, is not within the definition of maternity leave for purposes of this Agreement.)

Section C. Vacation leave for the forthcoming year shall be accrued and be credited to each employee on January 1 of each year.

Section D. Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Administrator. No employee shall be permitted to accumulate more than 30 days of unused vacation leave. Vacation leave, subject to the approval of the department head, may be taken from time to time in units of full or half days.

ARTICLE VIII - UNIFORM REIMBURSEMENT

Section A. The employer will provide the following reimbursement for clothing for each officer during the indicated years and the indicated amounts.

1988: \$790.00
1989: \$800.00

Section B. The Township will pay for replacement or repair to any part of a uniform damaged in the line of duty including prescription glasses and watches.

Section C. All employees shall receive a uniform reimbursement pursuant to Section A of this Article during the week when the first bill list is approved for each fiscal year.

4. Any employee who leaves the employer's service for any reason other than Death, Service Retirement, Special Retirement, Ordinary Disability Retirement, or Accidental Disability Retirement shall have their last year's sick leave entitlement prorated from January 1 of that year to the date of severance for purposes of payment under this Article.

5. Any employee who is discharged with just cause from the employer's service, and whose discharge is sustained if appealed, shall not be eligible for any payments under this Section.

Section D. Accumulated sick leave may be used by an employee for personal illness, illness in his immediate family which requires his attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries. The term "immediate family" for the purpose of this paragraph, shall mean and refer only to the employee's spouse, child, parent or unmarried brother or sister.

Section E. A certificate from the employer's physician or the employee's own physician may be required as proof of the need for sick leave. In case of sick leave due to a contagious disease or exposure to same, a certificate from the Department of Health and welfare shall be required.

Section F. Light duty orders under a doctor's direction shall be administered in accordance with Chapter 3, Section 26.1 of the Township of East Brunswick Administrative Procedures Manual.

ARTICLE XI - CHANGE OF SCHEDULE

Section A. An employee's scheduled work hours cannot be changed without the payment of overtime unless there is a seven calendar day notice of change. When an employee's scheduled work hours are changed without said notice, the employee is to receive time and one-half for the newly scheduled hours. The schedule for Halloween, Christmas Season, High School Graduation, and the Fourth of July shall be established 60 days in advance of each event or all changes in schedule shall result in the payment of overtime.

Section B. Management has established a four and two schedule for the Patrol Section.

ARTICLE XIII - DEATH IN FAMILY

Section A. The employer agrees that immediately upon a death in the employee's immediate family, the employee will be granted up to four (4) working days off with pay.

Section B. The definition of immediate family includes the employee's spouse, child, parent, brother, sister, great-grandparent, grandparent, grandchild, and the brother, sister, parent, and grandparent of their spouse.

Section C. The employer agrees that upon the death of the employee's or their spouse's other relatives (i.e., aunt, uncle, brother-in-law, sister-in-law, niece, nephew, step-parent, or step-grandparent) the employee will be granted one (1) day off with pay.

ARTICLE XV - DEPARTMENTAL TRAINING

Section A. In-service training shall be made available to all police officers on departmental time as scheduled by the Director of Public Safety.

Section B.

1. Tuition expenses shall be reimbursed on a per credit basis for approved courses of study at accredited institutions of higher learning, subject to the conditions set forth in this Article.

2. Tuition expenses shall be reimbursed after all other sources of reimbursement have been exhausted.

For example, if the cost per credit is \$150.00 and the officer has available a scholarship or educational expense reimbursement program of \$100.00 per credit, then this program shall apply to the balance of \$50.00 per credit.

3. Any reimbursement is subject to the following conditions:

A. The course must be successfully completed with a passing grade.

B. The officer must complete a request for payment form as prescribed by the Township.

C. The officer must present satisfactory evidence of payment of the tuition.

D. The officer has submitted notice of intent to take the course or program prior to enrollment.

E. All other conditions of the Article must be satisfied.

4. Officers enrolled in approved programs:

A. Officers who are enrolled in an approved program leading to, but not beyond, an Associate of Arts, Bachelor or Master of Arts degree shall be eligible for reimbursement without approval of a specific course so long as that course is part of the approved program.

B. Such officers shall be eligible for reimbursement for up to twelve (12) credits per calendar year.

ARTICLE XVI - SALARY AND COMPENSATION

Section A. Compensation for employees shall be fixed in 1988 and 1989 as follows, and shall be effective on January 1 of each Agreement year:

	<u>1988</u>	<u>1989</u>
Police Officer (1st yr)	\$25,000	\$26,500
Police Officer (2nd yr)	28,000	29,500
Police Officer (3rd yr)	31,500	33,400
Police Officer (4th yr)	34,000	36,000
Police Officer (5th yr +)	37,079	39,582

Section B. Employees hired on or after January 1, 1988 shall receive increments in accordance with the following:

Any employee hired between January 1 and June 30 shall receive an incremental move on January 1 of the succeeding year. Any employee hired after June 30 shall not receive an increment on January 1 of the succeeding year but rather shall commence receiving increments on January 1 of the year following the succeeding year.

**ARTICLE XVIII - CONTINUATION OF BENEFITS NOT COVERED
BY THIS AGREEMENT**

All benefits, terms, and conditions of employment presently enjoyed by employees covered by this Agreement, that have not been included in this Agreement, shall be continued, provided that the benefits or terms and conditions of employment deal with mandatory subjects of negotiations. It is agreed that should a dispute arise under this paragraph, and is submitted to grievance arbitration, the arbitrator shall have the authority to determine whether or not an issue has risen to the level of a binding past practice.

This Article shall not be construed to apply to anything included in the rules and regulations and the standard operating procedures of the Department of Public Safety; which cannot knowingly controvert anything in this agreement or any rights granted to employees by applicable law, or rights which are subject to negotiation.

Should agreement not be reached for 1990 and/or subsequent years by January 1, 1990, all rights, privileges and responsibilities under this Agreement shall be continued until a new Agreement is agreed upon and signed.

ARTICLE XX - STATEMENT OF POLICY AGAINST DISCRIMINATION

Section A. The employer and Association both agree that they shall not discriminate against any employee because of race, religion, color, sex, marital status, military service, national origin, political affiliation, age or physical handicaps (except where age or physical handicap constitute a bona fide occupational qualification) and the parties further agree that no employee shall be discriminated against or interfered with because of Association activities or inactivity.

ARTICLE XXII - SAVING CLAUSE

Section A. Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted State or Federal Legislation, or any decree of a court or administrative agency of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

Section H. Representatives to the State P.B.A. The P.B.A. state delegate may attend authorized state, county, tri-county meetings, workshops, and P.B.A. state convention during their normal working hours with the approval of the Director of Public Safety. Such approval shall not unreasonably be withheld. The representative's schedule shall be changed to preclude the requirement that he work more than eight (8) hours in any twenty-four (24) hour period. In addition to the rights bestowed upon the P.B.A. Delegate as outlined herein, additional time off for the President to attend the State P.B.A. Annual Convention and additional time off for the President and one Alternate Delegate to attend the State P.B.A. Mini-Convention shall be granted, so long as there is no more than one person taking the time from the same bureau, division, or squad of the same shift.

ARTICLE XXV - DISCIPLINARY MATTERS


Disciplinary actions must be in conformance with 40A:14-147 et seq. of New Jersey Statutes Annotated. It is Management's right and duty to review all allegations of negligence, improper procedure, misconduct, etc., of its employees in accordance with the policies and procedures of the Township of East Brunswick. Such review procedures shall be informal and shall not abridge the rights of the employee in accordance with 40A:14-147 et seq.


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ARTICLE XXVI - CHANGES AND SUPPLEMENTS

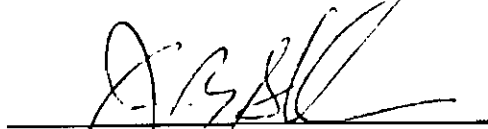
Section A: Provisions of this Agreement may only be changed, supplemented, or altered only if both parties agree to such amendments in writing.

RUTGERS UNIVERSITY

P.B.A. NEGOTIATING TEAM



Scott Mayer, P.B.A. President

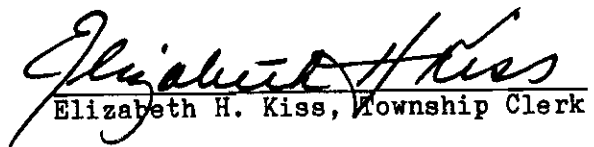

Robert Bennett, Chairman
Negotiating Team


James Sullivan

Date May 3, 1988

TOWNSHIP OF EAST BRUNSWICK


William F. Fox, Mayor


Elizabeth H. Kiss, Township Clerk

Date May 3, 1988