

1981 - 1983 AGREEMENT

East Brunswick Township

POLICEMAN'S BENEVOLENT ASSOCIATION #145

AND THE

TOWNSHIP OF EAST BRUNSWICK

January 1, 1981 - December 31, 1983

1981-1983 AGREEMENT

POLICEMAN'S BENEVOLENT ASSOCIATION #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 Captain, Lieutenant, Sergeant and Patrolman.

The Administration reserves the right to seek clarification of the bargaining unit during the term of this Agreement.

ARTICLE II

REPRESENTATION FEE

SECTION A - PURPOSE OF FEE: If a member of this bargaining unit does not become a member of the Association during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to this Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

SECTION B - AMOUNT OF FEE:

1. Notification

Prior to the beginning of each membership year, the Association will notify the Finance Director in writing of the amount of regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that total amount or that maximum percentage allowed by law.

SECTION C - DEDUCTION AND TRANSMISSION OF FEE (continued)

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 PBA will be informed of the employment of each individual eligible for membership in the Association.

ARTICLE III - GRIEVANCE PROCEDURES

Section A. Definitions

1. A "grievance" is any dispute between the parties to this agreement concerning the application, interpretation, or violation of this agreement.
2. An "aggrieved person" is the person or persons making the claim of a grievance or the Association.
3. "Police-Officer" is any full-time member of the East Brunswick Department of Public Safety, Division of Police, with the title of Patrolman, as defined by Resolution #2050, Sergeant, Lieutenant or Captain.
4. "Grievance Representatives" are any member or members of the Association so appointed by the Association.

Second Step. If the grievance is not settled at the first step to the satisfaction of the aggrieved person and the grievance representative, a second step meeting shall be held within ten (10) working days of the receipt of the written answer from the first step. This meeting shall be with the Director of Public Safety, or the division head if different than the Director, and those persons designated by the Association. The written grievance shall be forwarded by the Association along with the written answer from each step. The Director of Public Safety, or the division head if different than the Director, shall reply in writing within three (3) days from the date of the meeting of the second step. In the event there is a division head and the grievance is not settled, the Second Step shall be repeated with the Director of Public Safety.

Third Step. If the grievance is not settled to the satisfaction of the aggrieved person and the Association at the Second Step, a meeting shall be held with the Business Administrator within ten (10) working days of the receipt of the written reply from the Second Step. The Business Administrator shall, within three (3) working days of the receipt of the conclusion of the Third Step meeting, reply in writing to the grievance representative his determination in the matter.

Fourth Step. If the aggrieved member and the Association are not satisfied with the handling or result of the grievance on the third level, he will notify the Business Administrator of the Township within fifteen (15) working days, in writing, that he wishes to take the matter to arbitration. Within ten (10) working days after such written notice of submission to arbitration, the Business Administrator of the Township and the Association representatives shall attempt to agree upon a mutually acceptable arbitrator to serve. If a mutually acceptable arbitrator cannot be agreed upon within fifteen (15) working days, a request shall be made by the aggrieved party to the New Jersey Arbitration Service for a list of arbitrators. The parties shall then be bound by the rules and procedures of the New Jersey Arbitration Service in the selection of an arbitrator. The arbitrator so selected shall confer with the Representatives of the Township and the Representative of the Association, and hold a hearing promptly, and shall issue his decision not later than 20 days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing, and shall set

Section D. Double time and one-half will be paid for working any holiday as defined in A, B and C of this Section when an employee is scheduled to work on a holiday. In addition, supervisory employees shall receive one day off in lieu of each holiday worked.

In lieu of the provisions of this Section an employee may take each holiday as a vacation day and work at straight time on the holiday, as is current practice.

Section E. Juvenile and detective personnel shall continue to enjoy the same procedures that presently exist concerning holidays. That is, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day must be taken off. However, it shall be the detectives' option to either work or take off any other day covered in Section A, B, or C, notwithstanding the fact that at least one detective, with no maximum limit, must work these other holidays. Traffic Safety personnel shall also continue to enjoy the same procedures that presently exist concerning holidays. That is, New Years Day, Easter, Thanksgiving and Christmas must be taken off. However, any other day covered in Section A, B, or C will be worked as presently scheduled. Captains, the Administrative Section officers, and those officers currently on special assignment in the Director's Office shall continue to enjoy the same procedures that presently exist concerning holidays..

ARTICLE V - PERSONAL DAYS

Section A. Each employee shall be granted four days off with pay in each Agreement year noncumulative, and in units of full or half days. In the first year of employment, one (1) personal day shall be accrued for each three months of employment.

ARTICLE VI - LONGEVITY PAY

Section A. All employees shall be entitled to the additional compensation based upon completed full years of service as of January 1st of each year as follows:

ADDITIONAL COMPENSATION PERCENTAGE OF GROSS SALARY

2% at the end of the 5th year and start of the 6th year
4% at the end of the 9th year and start of the 10th year
6% at the end of the 14th year and start of the 15th year
8% at the end of the 19th year and start of the 20th year
10% at the end of the 24th year and start of the 25th year
12% at the end of the 29th year and start of the 30th year

For the first and subsequent years of this Agreement, uniform policies for the grant of vacation time shall be established for the entire Department of Public Safety based upon the current framework for vacation scheduling utilized in the Patrol Section of the Department.

Section E. At the time of separation from service, an employee shall be entitled to any full days vacation pay accumulated and not previously used. Upon the death of an employee that person's designated beneficiary shall receive full pay for all unused vacation days accrued by the employee.

Section F. An employee shall not be eligible for vacation leave unless he has been employed for three (3) consecutive months or more. New employees shall be entitled to .83 working days of vacation leave for each month of their probationary year, up to a maximum of ten (10) days.

Section G. If Management has any resources available, the employee shall have the right to sell back unwanted vacation days at the employee's current rate of pay. This program shall be initiated, if at all, solely at the discretion of Management on or about November 1 of each calendar year.

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.

Effective January 1, 1981	\$675.00
Effective January 1, 1982	\$725.00
Effective January 1, 1983	\$775.00

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.

ARTICLE IX - SICK LEAVE

Section A. Sick leave shall be paid leave when each employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform all the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease.

ARTICLE X - OVERTIME PAY

Section A. The Employer agrees to pay all police officers below the range of sergeant time and one half for all time worked in excess of eight (8) hours within a period of twenty-four (24) consecutive hours from the time the employee starts work and all hours worked in excess of the employee's regularly scheduled tour of duty. The overtime rate of pay shall be computed based upon a 40-hour work week.

Section B. The Employer agrees to grant all police officers in the ranks sergeant, lieutenant, and captain ten (10) days compensatory time off, non-cumulative, and to be taken in units of full or half days.

Section C. Whenever an officer is required to be placed on standby alert, during any twenty-four (24) hour period, he shall be paid two (2) hours of overtime as per Section A of this Article, in addition to the actual number of hours worked when called in.

Section D. Management will establish a Standard Operating Procedure in the Patrol Section of the Department of Public Safety governing hire-backs by March 1, 1981.

Section E. Management will establish a Standard Operating Procedure for telephone calls to the employee's home for police business during off duty hours by April 1, 1981.

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 acknowledges that it will establish a four and two schedule, during the first year of this Agreement, for the Patrol Section, and Management acknowledges that it will re-examine the schedules of the other sections of the Department in light of the revised Patrol Schedule. Representatives of the P.B.A. have reviewed the proposed schedule with the Director of Public Safety.

Section C. Management acknowledges that it is Management's policy to establish a minimum manpower in Patrol of five patrolmen on the road at all times.

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, or nephew) the employee will be granted one (1) day off with pay.

ARTICLE XIV - HEALTH BENEFITS

Section A. Management will obtain new coverages from Connecticut General during the first year of this Agreement as stated in a proposal dated December 1980 and on file in the Administration Office.

Section B. Management will obtain new coverage from Connecticut General during the first year of this Agreement as stated in a proposal dated December 1980 and on file in the Administration Office.

Section C. The Employer agrees to continue to provide Disability Insurance as currently provided in the first year of this Agreement. In the second year of this Agreement the maximum monthly payment shall be increased to \$2,000.

Section D. The Employer agrees to provide all health benefits agreed to in this Article XIV, Sec. A.B, or E for an employee and/or their dependents who either:

- a. die in the line of duty or die after twenty (20) years of municipal service with the Township of East Brunswick,
- b. retire after 20 years of municipal service.

This section applies--

If no comparable health insurance is available from any other source (spouse's employment, post-retirement employment, etc.)

If coverage is available from another source other than the Employer, the Employer reserves the right to either reimburse the employee for the cost of coverage not provided by the Employer or to continue enrollment in the Employer's plan.

SECTION E. The employer will provide a prescription plan as stated in a proposal dated December 1980 and on file in the Administration Office.

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.

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 1984 and/or subsequent years by January 1, 1984, all rights, privileges and responsibilities under this Agreement shall be continued until a new Agreement is agreed upon and signed.

ARTICLE XIX MANAGEMENT RIGHTS

Section A. The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the Department; (b) to hire, promote, transfer, assign, and retain employees in positions in the Department, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the Department operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the Department in situations of emergency. The Employer exercises these rights through the Revised General Ordinances of the Township of East Brunswick and such Rules and Regulations and Standard Operating Procedures as created pursuant to R.G.O. 2-4.5.e of the Revised General Ordinances of the Township of East Brunswick.

Section B. Nothing in this Article shall be interpreted to deprive any employee's rights guaranteed to him or her by Federal or State Law, and all the rights enumerated in this Agreement.

Section C. The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of the employer except as such right may be modified by the terms of this Agreement.

Section B. Released Time for Meetings. Whenever any representative of the P.B.A. or any other employee covered by this Agreement is required or scheduled to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay or any other Agreement benefit to which he is entitled, such as vacation time or personal leave, etc., such activities shall be scheduled by or be scheduled with the approval of the Director of Public Safety. Approval as required shall not unreasonably be withheld.

Section C. Use of Municipal Meeting Rooms. The P.B.A. and its representatives may schedule the use of Municipal meeting rooms at all reasonable hours.

Section D. Use of Township Equipment The P.B.A. may use Township office and clerical machinery as may be needed at reasonable times, when such equipment is not otherwise in use. This use shall be arranged and approved by the Director of Public Safety and/or his designee. Such approval shall not be unreasonably withheld.

Section E. Bulletin Boards The P.B.A. may have exclusive use of a bulletin board at a location to be approved by the Director of Public Safety. The P.B.A. shall also be designated adequate space by the Director of Public Safety on all official bulletin boards that may serve notice to anyone covered by this agreement.

Section F. Mail Facilities The P.B.A. may use municipal mail facilities, except postage.

Section G. Leave time for the P.B.A. President. During fixed times as approved by the Director of Public Safety, the President of the P.B.A. shall be permitted to meet during his tour of duty with his members. Such approval shall not unreasonably be withheld. If the President of the P.B.A. must mandatorially appear at a hearing, court proceeding, or other action on behalf of the P.B.A., the President's schedule shall be changed to preclude the requirement that he work more than eight (8) hours in any 24-hour period.

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.