

3-0275

15-15 1104, 1700 + 1787

P.B.A. CONTRACT

AGREEMENT

between

Lakewood Twp. of
TOWNSHIP OF LAKEWOOD, A BODY CORPORATE
COUNTY OF OCEAN, STATE OF NEW JERSEY

and

LAKWOOD TOWNSHIP LOCAL NO. 71
POLICEMEN'S BENEVOLENT ASSOCIATION

X Effective January 1, 1982 through December 31, 1984

Insured
JAN 2 - 1982
RUTGERS UNIVERSITY

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AGREEMENT
BETWEEN THE TOWNSHIP OF LAKEWOOD
AND POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 71

This Agreement made and entered into in Lakewood Township, New Jersey, this 1ST day of JANUARY, 1982, between the Township of Lakewood, a municipality in the County of Ocean and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and Policemen's Benevolent Association, Local No. 71,

WITNESSETH:

WHEREAS, the Township and the PBA recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township has an obligation pursuant to Chapter 123, Public Laws of 1974, NJSA 34:13A-5.4, to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

This Agreement represents and incorporates the complete and final understanding and settlement between the "Township and the PBA" on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE I

RECOGNITION

The Township hereby recognizes the PBA as the sole and exclusive representative and bargaining agent for all employees of the Police Department, excluding the Chief of the Department, and the Deputy Chiefs and nonpolice personnel employed in the Police Department for the purpose of collective negotiations with respect to salaries, benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters.

ARTICLE II

POLICEMEN'S RIGHTS

Section I. Pursuant to Chapter 123, Public Laws of 1974, the Township hereby agrees that every policeman shall have the right freely to organize, join and support the PBA and it's affiliates for the purpose of engaging in collective negotiations; that it shall not discriminate against any policeman because of religion, age, sex or by reason of his membership in the PBA and it's affiliates, his participation in any legal activities of the PBA, collective negotiations with the Township or his institution of an grievance, complaint or proceeding under this Agreement.

Section II. The Employer shall permit the President of the PBA to conduct business of the PBA, during duty hours of the President without loss of pay provided said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to it's proper effectiveness within the discretion of the Chief of Police.

Section III. It is agreed between the parties that any writing or document that is to be placed in an employee's personnel file must be initialed by the employee and may be reviewed by the employee and said employee has a right to enter a rebuttal statement which will become part of said file.

ARTICLE III

MANAGEMENT RIGHTS

It is the right of the "Township" to determine the standards of service to be offered by it's agencies; take disciplinary action; relieve it's employees from duty because of legitimate reasons; determine the standard of selection; determine the standard of promotion; direct employees; maintain the efficiency of it's operation; determine the methods, means, and personnel by which it's operations are to be conducted; determine the content of job classifications; schedule the hours, take all necessary actions to carry out it's mission in emergencies; and exercise complete control over it's organization and technology of performing it's work.

ARTICLE IV

STANDING COMMITTEE

Section I - Grievance Committee

There shall be two members of the PBA Grievance Committee granted leave from duty with full pay for all meetings between the Township and the PBA for the purpose of processing grievances, when such meetings take place at a time during which member is scheduled to be on duty and upon 24 hours notice by the Chief of the Department of such a meeting.

Section II - Convention Committee

The Township agrees to grant the necessary time off without loss of pay to members of the PBA, no more than three (3) members, selected as delegates to attend the State Convention of the New Jersey Policemen's Benevolent Association as provided under N. J. S. A. 11:26C-4. The state PBA delegate of Local No. 71 will be allowed to attend the regular State PBA meetings once a month.

ARTICLE V

COLLECTIVE BARGAINING PROCEDURE

Section I. Collective Bargaining with respect to rates of pay, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Township, Township Committee Liaison, and Municipal Manager, or their representatives and the President of the PBA or his designees, shall be the respective negotiating agents for the parties.

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

Section III. Employees of the Employer who may be designated by the PBA to participate in collective bargaining meetings called for the purpose of

negotiation of a collective bargaining agreement, may be excused from their work assignments 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. No more than (1) officer per platoon shall be designated to participate in collective bargaining at any one time. Therefore, not more than three (3) representatives of each party shall participate in collective bargaining meetings, excluding professional negotiators and attorneys.

ARTICLE VI

GRIEVANCE PROCEDURES

Section I. Definition of a Grievance

(a) A grievance is a complaint or interpretation, pertaining to violations of the contract by either party and conditions of employment.

(b) The PBA shall appoint a Grievance Committee which shall include a grievance representative for each group shift to study all grievances submitted by employees of the Police Department. The aggrieved employee shall initiate his complaint through the group shift grievance representative who shall take up the matter with the aggrieved employee's immediate supervisor in an effort to adjust the grievance satisfactorily. If the grievance is not adjusted satisfactorily and the Grievance Committee of the PBA wishes to proceed further, it may submit such grievances in writing to the Chief of the Police Department within fifteen (15) days of occurrence or event giving rise to the grievance, if not timely filed, it is not grievable. Within fifteen (15) days after said Chief or his designated representative shall arrange to and meet with the Grievance Committee of the PBA and the employee initiating the grievance for the purpose of adjusting or resolving such grievances.

(c) If such grievance is not resolved to the satisfaction of the PBA by the Chief or his designated representative within fifteen (15) days after such meeting, the PBA may present such grievance in writing not later than fifteen (15) days thereafter to the Municipal Manager. Within fifteen days thereafter the Municipal Manager shall hold a hearing at which time all parties of interest shall be heard.

(d) If such grievance is not resolved to the satisfaction of the PBA by the Municipal Manager within fifteen (15) days after such meeting, the PBA may present such grievance in writing within fifteen (15) days thereafter to the New Jersey State Public Employment Relations Commission for non-binding arbitration.

(e) In a dispute involving disciplinary action, the Commission, or the arbitrator so selected shall make recommendations and finding of facts which are not binding to either party which may include but shall not be limited to the right to reinstate with or without full back pay, to suspend or to discharge employees.

(f) The time limits specified in the preceding sections of this Article shall not include Saturdays, Sundays or holidays and such time limits may be extended by mutual agreement of all parties. The steps provided for herein may be waived by mutual agreement of the parties.

(g) If a grievance is not submitted within the prescribed time limits as hereinbefore provided, including the provisions for the limit extensions, it shall be deemed settled. If the Township fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, including the provisions for time limits extensions, such grievances may be processed to the next step.

Section II. Grievance Committee

The employer shall permit PBA members of the Grievance Committee (not exceeding 3), 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.

ARTICLE VII

SICK LEAVE

Section 1. Sick leave with pay shall be credited each permanent full-time employee on the basis of $1\frac{1}{4}$ days per month of continuous service and shall be cumulative from year to year after the first year. During the first year, 1 day per month shall be credited.

Section II In all cases of reported illness or disability, the Township reserves the right to have a physician designated by the Township to examine and report on the condition of the patient-employee to the Department Head, Municipal Manager and Township Committee.

Section III When the absence on account of illness or disability does not exceed three (3) days normally the employee's statement of the cause will be accepted without a supporting statement from his attending physician, unless there is a pattern of abuse of absenteeism, provided, the Township may have an employee examined by a licensed physician at any time it elects to do so. The Township also reserves the right to waive this requirement or to require the employee to be examined by a physician designated by the Township and to have the employee certified as fit for duty, before the employee returns to work.

Section IV During protracted periods of illness or disability the Township may require interim reports on the condition of the patient at weekly or bi-weekly periods from the attending physician and/or a physician designated by the Township. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

Section V The Township will maintain record cards for each employee, upon which he will record the total sick leave. All absences will be maintained upon these cards and all sick leave earned and consumed or used for each completed continuous service year will be shown on this record. Employees having exhausted all of their sick leave will not receive any further sick leave or compensation in lieu thereof until same has been accumulated and earned by the employee's subsequent service.

Section VI Where employees have left the Township's employ and subsequently are re-employed, the date of re-employment is to be used as employee's service date with the Township for purposes of crediting sick leave.

Section VII Sick leave may be allowed for ordinary dental care and for the service of an oculist for normal eye care when such professional services are not available outside of work hours.

Section VIII Any employee on sick leave, and receiving his normal compensation, who in addition qualified for payments under Workmen's Compensation weekly benefits, shall during the period he is receiving such weekly benefits be entitled only to that portion of his regular salary which, with the Workmen's Compensation payments, equal his normal salary.

ARTICLE VIII

LEAVES OF ABSENCE

Section I Leave of absence without pay may be requested by any employee who shall submit in writing all facts bearing on the request to his Department Head who will append his recommendation and forward the request to the Committeeman in charge for consideration by the Township Committee. Each case will be considered on its merits and without establishing a precedent.

ARTICLE IX

DEATH IN THE FAMILY

Section I. Every employee shall be granted leave with pay upon the death of a member of his family. Such leave shall be from the day of death up to and including the day of burial but not to exceed three (3) continuous days. If the funeral is outside of the State of New Jersey additional travel time, up to a maximum of five (5) continuous days, may be granted upon receiving prior approval for same by the Chief of Police. Family shall include: spouse, children, parents, brothers, sisters, brothers-in-law, sisters-in-law and spouse's parents, and grandparents of employee or spouse or the death of a relative who resides with the employee or with whom the employee resides. Leave of absence may be less than three (3) continuous days and five (5) continuous days for travel time if such death occurs outside the State of New Jersey. Each case to be decided on its own merits and circumstances, and shall not set precedent.

Section II. Upon the death of an officer while still employed by the Township, the Township shall pay to the officer's estate all accrued vacation pay, holiday pay and one-half the value of unused sick-time.

ARTICLE X

HOURS

Section I. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee services continuously throughout the seven (7) day week and the average work week for each employee shall be forty (40) hours.

ARTICLE XI

OVERTIME

Section I. The Employer agrees that overtime, consisting of time and one-half shall be paid to all employees covered by this Agreement for hours worked in excess of the normal work day.

Section II. Employees shall not be paid overtime for hours worked in excess of the normal work day unless such overtime is authorized by the Chief of Police or his designee (a) The need for overtime shall be at the discretion of the Chief of Police on a need basis, where the successful completion of an assignment or investigation is deemed in the best interest and safety of the Township. (b) Completion of an assignment will be transferred to an oncoming shift when feasible: when it is not feasible for such reasons as, work load or when the employee is in fresh or hot pursuit in an investigation it shall be deemed that this is of emergent nature and overtime is authorized. (c) When the Chief feels the need for extra manpower, he may authorize such overtime, as per the rules and regulations of the department. It is further understood that the department head is totally responsible for the authenticity of such a need.

Section III. It is recognized that employees may be required to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no payment shall be paid for a fifteen (15) minute period prior to the commencement of a tour or for a fifteen (15) minute period at the termination of a tour, but in the event an employee is required to report earlier or to remain beyond fifteen (15) minutes after the end of a tour, the employee shall be paid the overtime rate for all time worked, in excess of the normal hours of work per day.

Section IV. Each employee shall be entitled for the calendar years 1982 through 1984, a \$10.00 per hour compensation for all court time, that is, for time spent in legal proceedings at such times that the said employee was not otherwise scheduled to be on active duty. For the purpose of compensation, each officer shall cause the subpoena, issued him for said court appearance, to be signed by the court clerk indicating his time of arrival and time of departure.

ARTICLE XII
VACATIONS

Section I. Each member of the PBA shall be entitled to annual vacation time in accordance with the following:

1 to 10 years ----- 12 days
10 years & one day to
15 years ----- 18 days
15 years & one day to
and up ----- 24 days

ARTICLE XIII

HOLIDAYS

Section I. The following shall be recognized as Holidays paid at the employees daily base rate under this Agreement: New Years Day; Good Friday, Memorial Day; General Election Day; Veterans Day; Columbus Day; Washington's Birthday; Lincoln's Birthday; Independence Day (4th of July); Labor Day; Thanksgiving Day; and Christmas Day.

Section II. When any of the above Holidays is in conflict with an employee's religious belief, such employee may substitute a religious holiday of his belief, provided he gives adequate notice and approval is given by the Chief of Police.

ARTICLE XIV

HOSPITAL, MEDICAL AND DENTAL BENEFITS

Section I. Each member of the PBA shall be entitled to hospital, medical and dental benefits in accordance with the terms and provisions of the now in effect municipal ordinance and hospital, medical and dental plans now in force and effect which specifically provide for same.

Section II. A "Free standing Vision Care Plan" shall become effective July 1, 1978, which plan shall be instituted by the employer and shall be paid as follows: Between July 1, 1978 and December 31, 1978 - Fifty percent (50%) by the Employer and fifty percent (50%) by the employees. Any new employee employed after July 1, 1978 shall be responsible to pay one half ($\frac{1}{2}$) of the said plan for the first six (6) months. Beginning January 1, 1979 the employer shall pay the full amount of said plan for the benefits of each employee, except for new employees as stated above.

Section III. Upon retirement the employee shall continue to be carried on and covered under the employer's Hospitalization plans then in effect, to be paid solely by the employee, at the option of the employee. The employer agrees to obtain such hospital plan coverage to cover retired employees.

Section IV. Further agreed that Employer will supply UCR coverage for non-participating, out-of-state hospitals and further will provide coverage to increa

outpatient laboratory and X-ray coverage from present \$25.00 to \$250.00 and further provide coverage under dental and orthodonture coverage to \$1,000.00.

ARTICLE XV
CLOTHING ALLOWANCE

Section I. For the year 1982, a clothing allowance in the amount of \$450.00 per year shall be paid by the Township of Lakewood to all permanent sworn police officers. For the year 1983, a clothing allowance in the amount of \$500.00 shall be paid, and for the year 1984, a clothing allowance in the amount of \$550.00 shall be paid.

Section II. The Township of Lakewood shall provide for an initial clothing outlay to completely and adequately outfit new employees upon resolution certifying such officer a permanent member of the Lakewood Police Department. The initial clothing outlay shall be in lieu of the \$450.00 clothing allowance for the first year.

ARTICLE XVI
PERSONAL DAYS

Section I. Employees shall be entitled to two (2) paid personal days per year in addition to the Holidays authorized in Section I of Article XIII. One (1) personal day shall be allowed for any reason whatsoever. The other personal day shall be allowed for personal business that cannot be conducted outside of assigned work hours. This personal day shall be approved by the Chief of Police and defined as follows:

- (a) Serious illness or accident in the immediate family
- (b) Household emergencies
- (c) Marriage
- (d) Legal Business
- (e) Commencement exercises
- (f) Religious observances
- (g) Other extremely unusual commitments or emergencies

Second personal leave day request must give specific reason for the request on the leave form.

Requests must be submitted five (5) days in advance except in emergency cases.

Specifically, but not limited to, the following activities are not considered for the second personal leave day:

- (a) Social Activities
- (b) Extension of holidays or vacations
- (c) Studying or preparing for exams

Section II Should the Township Committee, because of a snow emergency or because of a special holiday proclaimed by the President of the United States or the Governor of the State of New Jersey, or the Township Committee, close the Township Administrative Offices, thereby giving time off to personnel employees there, the employees covered by this Agreement shall receive equal time off at such time that will not interfere with efficient police operations.

ARTICLE XVII

HIGHER EDUCATION INCENTIVE PAY

Section I In addition to his regular rate of pay, an employee who has attained a baccalaureate or higher degree from an accredited college, institution or university, shall be entitled to an additional annual stipend of \$500.00.

Section II In addition to his regular rate of pay, an employee who has attained an Associate degree from an accredited college, institution or university, shall be entitled to an additional annual stipend of \$200.00.

ARTICLE XVIII

LONGEVITY PAY

Section I Each employee shall be paid, in addition to his current annual wage, longevity increments which shall be figured in and computed in as the employee's base salary based upon his years of continuous employment with the Lakewood Police Department in accordance with the following schedule. Longevity payments will be computed on base salary and will not include overtime payments.

Years of Service

Upon entering the 1st day of the 4th Year of Service	1.5%
Upon entering the 1st day of the 8th Year of Service	3%
Upon entering the 1st day of the 12th Year of Service	4.5%
Upon entering the 1st day of the 16th Year of Service	6%
Upon entering the 1st day of the 20th Year of Service	7.5%

ARTICLE XIX

BULLETIN BOARD

Section I The employer will provide a Bulletin Board in a non-public location in the Patrol Division Headquarters for the use of the PBA for posting notices concerning the PBA business and activities. All such notices shall be posted only upon the authority of officially designated PBA representatives and shall not contain salacious, inflammatory or annoying material.

ARTICLE XX

SAVINGS CLAUSE

Section I It is understood and agreed that if any provisions of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Nothing in this Agreement shall serve to supercede or invalidate any provisions of the Revised General Ordinances of the Township of Lakewood, except as specifically amended by the terms of this Agreement.

ARTICLE XXI
CONDUCT AND ETHICS

Section I All employees are expected to maintain a high standard of professional and personal conduct and ethics in order to assure efficient and effective service to the citizens of the Township of Lakewood.

Section II The following shall serve as a guide for professional conduct and ethics:

A. No employee shall engage in outside employment or other activity which interferes in any way with the full performance of his duties and responsibilities.

B. No employee shall have a direct or indirect financial interest that conflicts substantially with his duties and responsibilities.

C. No employee shall use or allow the use of government property of any kind for other than officially approved activities.

D. No employee shall use or allow the use of official information gained through employment which has not been made available to the general public for furthering a private interest.

E. No employee shall participate in any gambling activities while on duty or while on Police Department premises.

F. No employee shall engage in acts of riot or civil disorder involving violence to person or property.

G. No employee shall engage in criminal, dishonest, or notoriously disgraceful conduct prejudicial to the Department.

Section III Conduct in violation of the above standards may subject an employee to disciplinary action through the process of departmental hearing.

ARTICLE XXII

SALARY

The annual basic salary for each employee of the Department, for the period designated, shall be as follows:

A. For each of the calendar years of 1982, 1983 and 1984, each employee shall be entitled to a wage increase of 7% of the basic rate of pay to which he was entitled during the preceding calendar year, as set forth in applicable Municipal Ordinances and Municipal Resolutions implementing same.

B. For the calendar years 1982 through 1984, each employee shall be entitled to annual basic salary as set forth in Schedules "A", "B" and "C", annexed hereto.

C. The Township and the PBA agree that there shall be maintained a 10% differential between the ranks during the term of this Contract.

ARTICLE XXIII

DUES

The Township and the PBA agree pursuant to the PROVISIONS OF THE NEW JERSEY EMPLOYER - EMPLOYEE RELATIONS ACT as amended, to provide for the collection of regular membership dues, fees and assessments of the majority representative not to exceed 85% of the total of same or non-members, same to be done in accordance with the Provisions of the aforementioned Act.

DURATION OF THE AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1982, and shall remain in effect to and including December 31, 1984.

This Agreement shall continue and remain in full force and effect from year to year thereafter until such time as its terms are modified, amended or recinded by a newly executed Contract. The parties hereto agree to begin negotiations not more than 180 days and not less than 150 days before expiration of this Agreement and shall negotiate in good faith and deligence to effect settlement prior to December 31, 1984.

TOWNSHIP OF LAKEWOOD

By: [Signature] Mayor

ATTEST:

By: [Signature]
Twp. Clerk

POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 71

By: [Signature] President

ATTEST:

By: William W. Brower
Secretary

SCHEDULE A
ANNUAL COMPENSATION SCHEDULE
FOR CLASSIFIED SERVICE
1982 - 1984
POLICE

1. Differential of \$200.00 in pay between Detective and other Divisions and to be added to scale of Detective Personnel as applicable.
2. Additional \$500.00 is added to pay scale for Police Officers with 4 year College Degree, where applicable.
3. Additional \$200.00 is added to pay scale for Police Officers with 2 year College Degree, where applicable.
4. A Clothing allowance shall be on a basis of \$450.00 per annum for the year 1982, \$500.00 per annum for the year 1983, and \$550.00 per annum for the year 1984.

SCHEDULE A
ANNUAL COMPENSATION SCHEDULE
FOR CLASSIFIED SERVICE
1982 - POLICE

CAPTAIN - \$31,407.00
LIEUTENANT - \$28,552.00
SERGEANT - \$25,956.00
POLICE OFFICER - STEP -

1.	<u>\$15,352.00</u>	2.	<u>\$18,100.00</u>
3.	<u>\$20,848.00</u>	4.	<u>\$23,596.00</u>

SCHEDULE B
 ANNUAL COMPENSATION SCHEDULE
 FOR CLASSIFIED SERVICE
 1983 - POLICE

CAPTAIN -	\$33,605.00
LIEUTENANT -	\$30,551.00
SERGEANT -	\$27,773.00
POLICE OFFICER - STEP -	

1.	\$16,427.00	2.	\$19,367.00
3.	\$22,307.00	4.	\$25,248.00

SCHEDULE C
ANNUAL COMPENSATION SCHEDULE
FOR CLASSIFIED SERVICE
1984 - POLICE

CAPTAIN - \$35,957.00

LIEUTENANT - \$32,690.00

SERGEANT - \$29,717.00

POLICE OFFICER - STEP -

1. \$17,577.00 2. \$20,723.00

3. \$23,868.00 4. \$27,015.00