

THIS DOES NOT
CIRCULATE

AGREEMENT BETWEEN MAYOR AND COUNCIL OF THE
BOROUGH OF SOUTH RIVER AND LOCAL 62 OF THE
POLICE BENEVOLENT ASSOCIATION

1978

THIS AGREEMENT entered into on this 25th day of June

1979,

BY AND BETWEEN

The Mayor and Council of the Borough of South River, a
municipal corporation of the State of New Jersey hereinafter
referred to as the "Employer," and Local 62 of the Police
Benevolent Association hereinafter referred to as "P.B.A.",

WHEREAS, the Employer has recognized the P.B.A. as the
Collective Negotiations Representative of all the members of
the South River Police Department, and

WHEREAS, the parties hereto have entered into Interest
Arbitration as a result of which an arbitration award was rendered
for the year 1978 and the terms of which, together with the
remaining terms set forth herein, shall represent the terms and
conditions of employment of all the members of the South River
Police Department, and both parties have obtained appropriate
ratifications of the within Agreement.

NOW, THEN, in consideration of the mutual covenants hereinafter
contained, it is hereby agreed:

1. The Employer does hereby recognize the P.B.A. as the sole
and exclusive negotiating agent for all police officers now employed
by the Borough of South River in the Police Department as law
enforcement officers, or to be employed during the term of this
Agreement without exceptions.

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2. This Agreement shall be effective as of January 1, 1978, and shall terminate at midnight on December 31, 1978.

3. The Employer does hereby grant twelve (12) paid holidays for the year 1978, as follows:

| | |
|-----------------------|-----------------------------|
| New Year's Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | General Election Day |
| Good Friday | Veteran's Day (Traditional) |
| Memorial Day | Thanksgiving Day |
| Fourth of July | Christmas Day |

The Employer also does hereby grant a thirteenth (13th) paid holiday for members of the Unit which shall be scheduled at the discretion of the Department Head, and shall be designated a floating holiday.

4. All holidays shall be paid on the last working day preceding the holiday. Holiday pay shall be included in base pay. Police officers permanently assigned to administrative or service assignments within the police department shall receive all recognized holidays herein provided as days off if said holiday falls within the normal work week.

5. The salary of each employee employed as of January 1, 1978, shall be increased by 5.5% for the year 1978.

6. Any employee required to work on a holiday shall be paid at the rate of 1½ times his regular rate of pay for such hours worked.

7. The regular work day shall consist of eight (8) hours per day or forty (40) hours per week, exclusive of holidays,

personal days, sick days, vacations, and court days. Pay for overtime worked shall be paid at the rate of $1\frac{1}{2}$ times the regular rate of pay, which shall be paid in the next period immediately succeeding the period in which the overtime was worked. Said employee reserves the right to take, in lieu of pay, $1\frac{1}{2}$ days off for each day of overtime worked. Said compensatory time may be utilized at any time prior to December 31 of 1979, subject to the approval of the Chief of Police, availability of manpower and upon five (5) days notice. Said time not used may be attached to the terminal leave which said employee is otherwise entitled.

8. During the year 1978, longevity shall be paid for at the rate of one-half of 1% of base pay for members of the Unit after five (5) years; $1\frac{1}{2}$ % of base pay for members of the Unit after ten (10) years; 2% of base pay for members of the Unit after fifteen (15) years; and $2\frac{1}{2}$ % of base pay for members of the Unit after twenty (20) years.

9. Each employee covered herein shall be entitled to a minimum of fourteen (14) sick days with the right of accumulation. A Medical Doctor's certificate shall be required when absence caused by an illness exceeds three (3) consecutive working days in duration. In addition to the foregoing, a Medical Doctor's certificate shall be required from the first day of all absences due to illness which constitute the fourth separate absence due to illness of an employee in a calendar year. The employee shall not be eligible to receive his usual compensation unless the employee files with his immediate supervisor, and the supervisor in turn files with the Borough Personnel Director, a

Medical Doctor's certificate when required by Para. 3(b) (Resolution 1976-241) setting forth precisely the nature of the illness, his inability to work and the probable duration for such disability. The Borough's Personnel Director shall then certify receipt of such Medical Doctor's certificate to the Comptroller's Office, which shall then be noted on the employee's attendance record and then payment shall be made to the employee.

In addition, each employee will be permitted to accumulate sick leave to be paid upon death or retirement as follows:

a. The right to accumulate sick leave shall be effective only for employees who have completed working the year 1978 or who were hired during 1978 and worked through December 31, 1978.

b. The accumulation of sick leave shall begin with sick days accrued during the calendar year 1978.

c. Sick leave may be accumulated up to ten per cent of accumulated sick leave but not to exceed \$2,000.00.

10. Upon presentation of proper authorization therefore, the Employer shall check off such amounts as shall be certified by the P.B.A., and as are necessary to maintain the employees in good standing. P.B.A. will supply proper check off authorization to be filled in by the employees and delivered to the employer.

11. Each police officer of the Police Department, -----, in addition to the emoluments herein provided for, shall receive a cash clothing allowance of \$425.00 for the year 1978, to be paid in the first pay period in April.

12. Vacation days may be taken any time during the year with the approval of the Chief of Police who shall consider the availability of manpower.

13. Each police officer of the police department will receive three (3) days off per year with pay which will be referred as court days, in compensation for time spent in court while not on duty. The three (3) court days may be attached to vacation days with present working schedule. Any police officer who shall attend court on his off-duty time beginning with his 25th hour in court will be paid at his time and one-half ($1\frac{1}{2}$) rate of pay. Court time will include Juvenile Conference Committee.

14. Personal Days: Each police officer of the police department is to receive five (5) personal days off per year with pay, nonaccumulative, and in units of full days, with approval of the Chief of Police and shift commander.

15. Blue Cross: All police officers of the police department shall be entitled to New Jersey State Insurance coverage, Blue Cross/Blue Shield coverage, including Rider-J coverage, Major Medical and life insurance in the amount of \$5,000.00. The Borough will assume the full cost of family coverage of the present Blue Cross/Blue Shield Plans including Rider-J and Major Medical at the present levels of coverage.

16. Grievance Procedure:

The following grievance procedure will be enforced:

A grievance shall first be taken up between the employee involved and the Police Chief within five (5) days thereafter.

It may then be taken up between the grievant, the representative of the P.B.A. and the Police Committee. If the matter is not resolved within ten (10) days thereafter, either side may take the matter to arbitration by applying therefore to the Public Employment Relations Commission, and both sides shall be bound by the decision of the arbitrator appointed.

This section is intended to provide the employee of the Police Department regardless of rank, with a fair method of resolving disagreements with respect to police working conditions or other problems that may arise during the course of their employment.

17. Starting salary for new patrolmen in 1978 shall be \$10,550.00. Salaries for Steps 1,2,3 and 4 of the salary guide shall be as follows: \$10,814.00, \$11,078.00, \$11,341.00 and \$16,286.00.

18. Each employee shall be entitled to four (4) days off with pay for death in the family which shall include spouse, child, parent, brother, sister, nephew, niece, and the parents, brothers and sisters of the spouse, mother-in-law and father-in-law. In addition, each employee shall be entitled to one (1) day of bereavement leave for the death of an immediate aunt or uncle.

19. If there be any need to make changes in schedules of a routine nature, the P.B.A. shall be consulted in advance thereof.

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This section is intended to provide the employee of the Police Department regardless of rank, with a fair method of resolving disagreements with respect to police working conditions or other problems that may arise during the course of their employment.

17. Starting salary for new patrolmen in 1978 shall be \$10,000.00. *Salaries for steps 1, 2, 3 of above, as recorded as follows: from 1977 -*

18. For the year 1978, the P.B.A. expressly recognizes the exclusive right of the Governing Body to establish salary for starting patrolmen as well as for step 1, 2 and 3 of the salary guide.

~~18~~ 19. Each employee shall be entitled to four (4) days off with pay for death in the family which shall include spouse, child, parent, brother, sister, nephew, niece, and the parents, brothers and sisters of the spouse, mother-in-law and father-in-law. In addition, each employee shall be entitled to one (1) day of bereavement leave for the death of an immediate aunt or uncle.

~~19~~ 20. If there be any need to make changes in schedules of a non-routine nature, the P.B.A. shall be consulted in advance thereof.

20. It is recognized that the overtime provision herein will not apply to the Chief of Police although he is covered by all other terms and conditions hereof.

21. It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Mayor and Council. Accordingly, the Employer retains the rights, including, but not limited to, select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

It is recognized that the need for continued and uninterrupted operation of the Borough of South River's Police Department is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

22. Parties hereto agree that there will not be and that the P.B.A., its officers, members, agents or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns,

blockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The Employer agrees that all benefits, terms and conditions of employment relating to the status of members of the South River Police Department not covered by this Agreement but in effect at the time of the commencement of Collective Negotiations leading to the execution of this Agreement shall continue in effect notwithstanding the absence of our specific reference thereto herein.

23. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF that parties of this Agreement have set their hands and seals or caused these presence to be signed by their proper corporate officers, the day and year first above mentioned.

BOROUGH OF SOUTH RIVER, BY:

Charles J. ... (Mayor)
North ... Committee
Ronald ...
...

P.B.A. LOCAL 62, BY:

Robert ... (President)
...
...

SIGNATURES WITNESSED BY:
William A. Reichenbach, Jr.
Borough Clerk.
June 25th, 1979.