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THIS COLLECTIVE BARGAINING AGREEMENT entered into to be effective the first day of January, 1976,

BETWEEN: THE BOROUGH OF POINT PLEASANT, a municipal corporation of the State of New Jersey, in the County of Ocean and State of New Jersey, hereinafter referred to as "Employer";

AND: THE POLICE DEPARTMENT OF THE BOROUGH OF POINT PLEASANT, hereinafter referred to as "Employee", through a Negotiating Committee chosen from among its members, hereinafter referred to as "Committee",

WITNESSETH THAT, for and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

ARTICLE I

STATEMENT OF PRINCIPLES

Section 1. That Employer has heretofore recognized Committee as the sole and exclusive bargaining representative of all members of Employee, which consists of all persons now or hereafter employed by The Police Department of the Borough of Point Pleasant, except the Police Chief.

Section 2. That Employer has an obligation, pursuant to Chapter 303 of the Laws of 1968, N. J. S. A. 34:13A-1, et seq., to negotiate with Committee as the said representative and to provide orderly and peaceful proceedings for presenting Employee grievances and proposals.

Section 3. That it is the intention of the parties to memorialize by this contract the terms of employment between Employer and

Employee so as to reduce to writing current pay scales, working hours and other terms of employment, most of which are of long standing and practice, to the end that there will be a clear understanding between the parties which will promote a continued harmonious relationship between them.

Section 4. That Employer, on its behalf and on behalf of the citizens of the Borough of Point Pleasant, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of New Jersey and of the United States.

Section 5. That the exercise of the foregoing powers, authority, duties and responsibilities by Employer and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent that such specific express terms hereof are in conformity with the Constitution and Laws of the State of New Jersey and of the United States.

Section 6. That nothing contained herein shall be considered to deny or restrict Employer of its rights, responsibilities and authority under the Laws of the State of New Jersey or under any local Laws as they pertain to Employer and it is the intention of both the parties hereto that this agreement be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

Section 7. That the term of this contract shall be from January 1, 1976, through December 31, 1977.

Section 8. That for all purposes hereunder where computation of length of service shall be required, the first day of the first month of permanent fulltime employment, shall

constitute the anniversary date of employment.

Section 9. That this agreement shall be binding upon the parties hereto for the term of the contract as specified in Section 7 above.

ARTICLE II

NEGOTIATING PROCEDURE

Section 1. That negotiations for a future contract shall begin not later than September 15, 1977 and good faith efforts shall be made to conclude an agreement within sixty (60) days from the commencement of such negotiations.

Section 2. That neither party shall have any control over the selection of the negotiating representatives of the other party and each party hereby agrees that its representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make further counterproposals in the course of negotiations, with final approval of the contract to be made by Employer at an open public meeting.

Section 3. That this agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations and neither party shall be required to negotiate further for the years 1976 and 1977 with respect to any such matter, whether or not covered by this agreement.

Section 4. That except as this agreement shall hereinafter specifically otherwise provide, all conditions of employment heretofore established by the rules, regulations, policies and practices of the Borough of Point Pleasant shall continue in effect as though set forth at length herein and nothing provided herein shall be interpreted or con-

strued so as to eliminate, reduce or otherwise detract from any benefit to either party existing prior to the effective date of this agreement.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1. That a grievance within the meaning of this Agreement shall be limited to any controversy or dispute arising between the parties hereto relating to any matter of wages or any dispute between the parties involving interpretation or application of any provisions of this Agreement.

Section 2. That an aggrieved Employee shall present his grievance within five (5) working days of knowledge of its occurrence or such grievance shall be deemed waived.

Section 3. That the procedural steps for considering and resolving grievances are as follows:

Step 1. The Chairman of the Committee or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Chief or his duly designated representative and the Police Chief shall answer the grievance orally within forty-eight (48) hours.

Step 2. If the member of Employee is not satisfied with the results of Step 1, then such member and a member of Committee, or the member of Employee individually but in the presence of a member of the Committee, shall present the grievance to the Police Committee of Employer and in the event the grievance is not satisfactorily adjusted within three (3) additional working days, both parties shall complete and sign a grievance record form, and present the grievance as provided in Step 3 hereof.

Step 3. The Committee and the Mayor and Council of the Borough of Point Pleasant shall meet to discuss the grievance within seven (7) days from the filing of the signed grievance record form with the Clerk, and the decision of the Mayor and Council shall be binding on all parties, except as provided in Step 4 hereof.

Step 4. If the grievance is not satisfactorily adjusted (as above provided), then the grievance shall be presented to the New Jersey State Public Employees' Relations Commission to be resolved according to its rules and regulations.

ARTICLE IV

SALARIES AND RATE OF PAY

Section 1. That the parties agree to the salary schedule annexed hereto as Schedule "A" for the year 1976, and to the salary schedule annexed hereto as Schedule "B" for the year 1977.

Section 2. That the regular rate of pay of a member of Employee shall be his annual salary plus his longevity compensation as determined pursuant to Article XIII hereof divided by the number of regular pay periods during the calendar years 1976 and 1977, in accordance with the schedules attached hereto.

Section 3. That as compensation for the additional personal risk and discomfort involved in such duty, each member of Employee assigned to motorcycle patrol duty shall receive additional compensation of \$20.00 per week for each week in which he shall perform such duty for thirty (30) hours or more.

Section 4. That each member of Employee shall receive \$2.00 shift differential compensation for each day on which he shall work the midnight to 8:00 A. M. shift, said shift differential compensation being paid to offset the additional cost of a meal which such member of Employee cannot reasonably expect to be prepared for him at his home during such

duty shift.

Section 5. Each member of Employee assigned to the Scuba Team shall be paid at the rate of two and one-half (2-1/2) times his regular rate of pay, on an hourly basis, based upon a forty (40) hour week, for any period of time during which he is activated as a member of the Scuba Team.

ARTICLE V

RIOT DUTY

Section 1. That Employer recognizes that the preservation of law and order and public safety during civil disturbances, both within and outside of our community, requires performance of services by members of Employee which exposes them to personal hazards beyond those normally incurred in the performance of police duties.

Section 2. That Employer, as a recognition of such hazards, shall pay to each member of Employee who participates in the policing and control of civil disturbances, compensation at the rate of two and one-half (2-1/2) times his regular rate of pay, on an hourly basis based upon a forty (40) hour week, for such duty in a municipality other than the Borough of Point Pleasant which reimburses Employer for expenses incurred by it in providing such police personnel. In all other instances, each member of Employee performing such duty shall be paid at regular overtime rate. In all events, the riot duty compensation paid to a member of Employee shall be for the number of hours devoted to such duty or for two (2) hours, whichever shall be the greater.

ARTICLE VI

OVERTIME COMPENSATION

Section 1. Each member of Employee shall be paid overtime compensation at the rate of one and one-half (1-1/2) times his regular

rate of pay for the following:

A. Work performed in any consecutive twenty-four (24) hour period in excess of the regular work day of eight (8) hours; and

B. Work performed on a day during which the member of Employee was not otherwise scheduled to work.

Section 2. For each off-duty court appearance required of a member of Employee, there shall be paid to such member overtime compensation for either the time devoted to such appearance or for two (2) hours overtime, whichever shall be the greater.

ARTICLE VII

VACATIONS

Section 1. During the year 1976, each permanent fulltime member of Employee shall be entitled to vacation with pay at his regular rate of pay as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION TIME</u>
A. Up to one year	1 working day for each month of service
B. Second year through seventh year	12 working days
C. Eighth year through fourteenth year	15 working days

(continued)

VACATIONS
(Continued)

<u>LENGTH OF SERVICE</u>	<u>VACATION TIME</u>
D. Fifteenth year through twentieth year	18 working days
E. Twenty-first year through twenty-fifth year	21 working days
F. Twenty-sixth year and thereafter	24 working days
G. During the final year of employment, one-twelfth of annual vacation based upon years of service for each month of service.	

Section 2. Effective January 1, 1977, each permanent full time member of Employee shall be entitled to vacation with pay at his regular rate of pay as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION TIME</u>
A. Up to one year	1 working day for each month of service
B. Second through fifth year	12 working days
C. Sixth through tenth year	15 working days
D. Eleventh through fifteenth year	18 working days
E. Sixteenth through twentieth year	21 working days
F. Twenty-first year through twenty-fifth year	24 working days
G. Twenty-sixth year and thereafter	27 working days
H. During the final year of employment, one-twelfth of annual vacation based upon years of service for each month of service.	

Section 3. That in order not to hamper the proper and efficient operation of the Police Department, the parties agree that the scheduling of vacations shall be subject to supervision of the Chief of Police in accordance with sound departmental administrative requirements, but

the following conditions shall be observed in such scheduling:

A. Selection of vacation time shall be based upon seniority provided that such requests for vacation time are filed with the proper departmental officer on or before February 1st of each year; thereafter, selection of vacation time will be allotted to the member of Employee first requesting time irregardless of seniority.

B. No member of Employee shall be permitted to take more than three (3) consecutive weeks of vacation at any one time unless approval has been obtained from the Chief of Police.

C. Only one member of Employee in each rank shall be permitted to schedule concurrent vacation time during the period from June 15th through September 15th, and, in the event more than one member of Employee shall request concurrent vacation time during said period, the selection of the member whose request will be honored shall be based upon seniority unless sound departmental administration permits or requires otherwise, subject to the provisions of Paragraph A.

ARTICLE VIII

HOLIDAYS

Section 1. That the following days are recognized as holidays and members of Employee working thereon shall be paid for their work at their regular rate of pay for a regular 8 hour working day:

New Year's Day	Independence Day
Washington's Birthday	Labor Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Veteran's Day
Easter	Election Day
Memorial Day	Christmas

Section 2. That when any of the above holidays is in conflict with the religious belief of any member of Employee, such member may substitute a religious holiday of his religious belief, provided adequate

notice is given to the Chief of Police.

Section 3. That in the event other employees of the Borough of Point Pleasant shall receive more than twelve (12) paid holidays during the calendar years 1976 or 1977, then each member of Employee shall be entitled to receive equal additional paid holiday time.

A. The member of Employee may elect to receive compensating time off in lieu of said paid holiday; or

B. The member of Employee, in lieu of such compensating time off, may elect to waive such compensating time off, to work in lieu thereof and to be paid at his regular rate of pay for such work, with payment for such work in lieu of time off to be made to the member of Employee as follows:

(1) Not less than two (2) days each on the sixth (6th), twelfth (12th), and eighteenth (18th) regular pay dates during the calendar years 1976 or 1977; and

(2) Not more than six (6) days on the twenty-fourth (24th) regular pay date during the calendar years 1976 or 1977.

ARTICLE IX

SICK LEAVE

Section 1. That each permanent full-time member of Employee is granted fifteen (15) working days' sick leave with pay each calendar year for non-duty connected injuries and illnesses.

Section 2. That each permanent full-time member of Employee is granted unlimited sick leave with pay for duty-connected injuries and illnesses.

Section 3. That sick leave not taken shall accumulate from year to year, and each member of Employee shall be entitled to such

accumulated sick leave with pay if and when needed.

Section 4. That in computing the amount of pay for sick leave, there shall be deducted the amount of money, if any, which such member of Employee is paid under provisions of Chapter 15 of Title 34 of the Revised Statutes of New Jersey for temporary disability during the period of time such member shall be absent from work on sick leave.

Section 5. That sick leave is hereby defined to mean absence from post of duty of a member of Employee due to illness, injury, exposure to contagious disease or attendance upon a member of Employee's immediate family being seriously ill or injured and requiring the care and attendance of such member of Employee.

Section 6. That a certificate of a reputable physician in attendance may be required as proof of illness or injury or duty connected injury of the member of Employee or of the need for his or her attendance upon a member of his or her immediate family, for leaves under the following conditions:

- A. Leave taken the day immediately prior to or immediately after an authorized leave;
- B. Three consecutive days of absence for reason of illness;
- C. Absence on sick leave for three days or more in any one month;
- D. Said certificates may be required by the Chief of Police or the governing body and in addition thereto the governing body may require the member of Employee to be examined by a physician of the governing body's choice at its own expense.

ARTICLE X

BEREAVEMENT TIME

Section 1. That in the event of a death in his or her immediate family, as hereinafter defined, a member of Employee shall be granted three (3) working days leave from duty with pay, which days shall not be charged against either sick leave or vacation time.

Section 2. That immediate family is hereby defined as parent, spouse, child, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild of a member of Employee.

ARTICLE XI

HOSPITAL AND MEDICAL INSURANCE

Section 1. That hospital and medical insurance shall be provided by Employer as set forth from time to time in the Ordinances of the Borough of Point Pleasant.

ARTICLE XII

PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

Section 1. That it is in the best interests of the Borough of Point Pleasant to encourage police officers to further their formal higher education in police science and subjects related to improving their ability to better serve the community as efficient, competent and knowledgeable law enforcement officers and, to that end, to pay additional compensation to police officers who successfully complete courses in such fields of study.

Section 2. That, except as provided in Section 3 hereof, it shall be the obligation of each member of Employee to receive written approval for each subject course prior to enrollment therein, such approval to be obtained from the Chief of Police and the Police Committee of Employer.

Section 3. That all present members of Employee who have

successfully completed courses acceptable for an Associate of Arts degree in Police Science from an accredited college shall be given full credit for benefits hereunder as if such prior approval had been obtained, notwithstanding that such courses were not taken in pursuit of a Police Science curriculum.

Section 4. That after successful completion of each course of study eligible for credit toward an Associate of Arts degree in Police Science or the successful completion of a course of study eligible for credit toward a more advanced college degree with permission received pursuant to Section 2 hereof, such member of Employee shall receive, in addition to his salary, annual compensation (to be known as college credit compensation) at the rate of \$10.00 for each credit hour of study successfully completed, provided, however, that no member of Employee shall receive more than \$650.00 college credit compensation in any one calendar year.

Section 5. That college credit compensation for each such course shall commence on the pay date next following submission to Employer of proof of successful completion of such course.

ARTICLE XIII

LONGEVITY COMPENSATION

Section 1. That it is in the best interests of the Borough of Point Pleasant to encourage police officers to commit themselves to lengthy careers of public service and, to that end, to pay additional compensation to those police officers who dedicate their lives to the service of the citizenry of the Borough of Point Pleasant.

Section 2. That, in addition to annual salary, each member of Employee shall receive longevity compensation as follows:

LONGEVITY COMPENSATION
(Continued)

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE OF ANNUAL SALARY</u>
A. From the beginning of the fourth through the fifth years after achieving maximum in-grade salary	1%
B. Sixth through eighth years after achieving maximum in-grade salary	2%
C. Ninth through eleventh years after achieving maximum in-grade salary	3%
D. Twelfth through fourteenth years after achieving maximum in-grade salary	4%
E. Fifteenth through seventeenth years after achieving maximum in-grade salary	5%
F. Eighteenth through twentieth years after achieving maximum in-grade salary	6%
G. Twenty-first through twenty-third years after achieving maximum in-grade salary	7%
H. Twenty-fourth year and thereafter after achieving maximum in-grade salary	8%

ARTICLE XIV

UNIFORMS AND EQUIPMENT

Section 1. To assure that all future regular members of Employee shall be adequately and appropriately equipped upon assuming their duties, each such regular member of Employee shall, upon commencement of his duties, be issued:

UNIFORMS AND EQUIPMENT
(Continued)

3 Summer Pants	1 Winter Overcoat
3 Winter Pants	1 Pair Frye Leather Boots
3 Long Sleeve Shirts	1 Leather Belt (Sam Brown)
5 Short Sleeve Shirts	1 Leather Holster
1 Hat	1 Handcuff Case and Handcuffs
1 Tie	1 Ammo Pouch
1 Raincoat	1 Key Holder
1 Pair Rain Boots	1 Whistle Chain
1 Winter Jacket	1 357 Colt Revolver

Section 2. To partially defray the expense incurred by regular members of Employee in replacing worn or damaged uniform components, Employer shall recompense each such member of Employee, after his first year of service, for the replacement cost of damaged or worn uniform components, not to exceed \$300.00 annually per member of Employee, upon receiving appropriate proof of the uniform component replaced and the cost thereof.

Section 3. To partially defray the expense of maintaining an adequate business wardrobe incurred by those regular members of Employee who wear civilian clothing rather than uniforms in the normal performance of their police duties, Employer shall pay to each such member of Employee on the first regular pay date in May, the sum of \$300.00 in lieu of the procedure established by Section 2 hereof.

Section 4. To partially defray the expense incurred by regular members of Employee in cleaning and repairing clothing and uniforms soiled or damaged in the performance of their duties, Employer shall pay to each member of Employee on the first pay date in September the annual amount of \$100.00.

ARTICLE XV

RETIREMENT BENEFITS

Section 1. That it is in the best interests of the Borough of

Point Pleasant to encourage police officers to commit themselves to lifetime careers of public service and, to that end, to assure that police officers who do devote their lives to such careers receive adequate retirement benefits.

Section 2. That for purposes of computing both Employee and Employer contributions to the Public Employees' Retirement System, the remuneration upon which such contributions are calculated shall be the sum of each respective member's annual salary plus his longevity compensation.

ARTICLE XVI

LIABILITY PROTECTION

Section 1. That Employer recognizes that members of Employee are frequently called upon to apprehend, detain, arrest and prosecute members of the public, that the performance of such duties may result in the assertion of claims against police officers for money damages grounded in negligence, willfully misconduct, or both and that the assertion of such claims exposes members of Employee to great financial loss in the event of an adverse verdict and in the event such member of Employee is called upon to defend such claim.

Section 2. To assure that members of Employee may effectively perform their duties without fear of financial loss because of damage claims asserted against them, Employer shall:

A. Continue to maintain in effect public liability insurance in an amount adequate to protect members of Employee against damage awards grounded in negligence;

B. Maintain in effect liability insurance in an amount adequate to protect members of Employee against claims for compensatory damages arising out of alleged gross negligence, malicious prosecution,

false arrest, assault and battery and similar torts;

C. At the option of Employer either (1) maintain in effect liability insurance in an amount adequate to protect members of Employee against claims for punitive damages arising out of alleged gross negligence, malicious prosecution, false arrest, assault and battery and similar torts and the expense of defending such claims, or (2) hold each member of Employee harmless from all claims for punitive damages arising out of alleged gross negligence, malicious prosecution, false arrest, assault and battery and similar torts and the expense of defending such claims if such claims arise out of conduct by such member of Employee within the scope of his duty as a police officer, provided, however, that if Employer shall be unable to procure such insurance and there shall be returned a punitive damage verdict arising out of conduct of a member of Employee which Employer contends was not within the scope of the performance of his duties as a police officer, then:

(1) If the member of Employee agrees that his conduct was not within the scope of his duties as a police officer, such member shall be personally responsible to pay said punitive damage award.

(2) If the member of Employee claims that the conduct is giving rise to the punitive damage award was performed within the scope of his duties as a police officer, then this issue shall be arbitrated by three impartial arbitrators, one to be selected by the member of Employee, one to be selected by Employer, and one to be selected by the two arbitrators so chosen. Arbitration shall proceed in accordance with the then existing rules of the American Arbitration Association and the determination of a majority of the arbitrators shall be binding upon the parties hereto and judgment may be entered thereon in any court having jurisdiction. The cost of the arbitration shall be borne as the arbitrators may

direct.

D. In no event, however, shall the employer be liable for any claim, award or loss of under Paragraphs B and C of this Section in an amount in excess of \$200,000.00.

ARTICLE XVII

SAVINGS CLAUSE

Section 1. That the parties agree that if any provision of this contract or the application of this contract as it applies to any member of Employee or set of circumstances shall be held invalid, then the remainder of this contract or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. That if any such provisions are determined to be invalid, then Employer and Employee shall meet within twenty (20) days thereafter for the purpose of negotiating changes made necessary by applicable law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals and caused these presents to be signed by the appropriate officers and the corporate seal of Employer to be hereto affixed this 24th day of June, 1976.

BOROUGH OF POINT PLEASANT

BY: Michael J. Valenti

MICHAEL J. VALENTI,
Mayor

President of Council

ATTEST:

HARRY E. ODELL
HARRY E. ODELL, Borough Clerk

POLICE DEPARTMENT OF THE
BOROUGH OF POINT PLEASANT

BY: Charles G. Kling

CHARLES G. KLING,
Chairman, Police
Negotiating Committee

5/22

SCHEDULE "A"

BASE SALARIES FOR 1976 EXCLUSIVE OF
LONGEVITY AND/OR OTHER ADDITIONAL
COMPENSATION

<u>RANK</u>	<u>ANNUAL SALARY</u>
1. PATROLMAN	
(a) First year of service	\$ 10,815.00
(b) Second year of service	11,865.00
(c) Third year of service	12,915.00
(d) After third year	13,965.00
2. PATROLMAN/DETECTIVE	
(a) First year of service	11,365.00
(b) Second year of service	12,415.00
(c) Third year of service	13,465.00
(d) After third year	14,515.00
3. SERGEANT	15,330.00
4. DETECTIVE SERGEANT	15,880.00
5. LIEUTENANT	16,695.00
6. DETECTIVE LIEUTENANT	17,245.00
7. CAPTAIN	18,060.00
8. DETECTIVE CAPTAIN	18,610.00
9. RADIO DISPATCHER	12,915.00
10. CLERK TYPIST	
(a) Mrs. D. Marion Schnebele	7,408.00
(b) Mrs. Pamela Larkin	6,300.00
11. SPECIAL OFFICERS	3.94 per hr.
12. CROSSING GUARDS	3.41 per hr.
13. CLERK TYPIST, POLICE DEPARTMENT (Part time)	2.75 per hr.

SCHEDULE "B"

BASE SALARIES FOR 1977 EXCLUSIVE OF
LONGEVITY AND/OR OTHER ADDITIONAL
COMPENSATION

<u>RANK</u>	<u>ANNUAL SALARY</u>
1. PATROLMAN	
(a) First year of service	\$ 12,315.00
(b) Second year of service	13,365.00
(c) Third year of service	14,415.00
(d) After third year	15,465.00
2. PATROLMAN/DETECTIVE	
(a) First year of service	12,865.00
(b) Second year of service	13,915.00
(c) Third year of service	14,965.00
(d) After third year	16,015.00
3. SERGEANT	16,830.00
4. DETECTIVE SERGEANT	17,380.00
5. LIEUTENANT	18,195.00
6. DETECTIVE LIEUTENANT	18,745.00
7. CAPTAIN	19,560.00
8. DETECTIVE CAPTAIN	20,110.00
9. RADIO DISPATCHER	14,415.00
10. CLERK TYPIST	
(a) Mrs. D. Marion Schnebele	8,001.00
(b) Mrs. Pamela Larkin	6,804.00
11. SPECIAL OFFICERS	4.25 per hr.
12. CROSSING GUARDS	3.68 per hr.
13. CLERK TYPIST, POLICE DEPARTMENT (Part time)	2.97 per hr.