

3-0091
13-34

Tinton Falls

CONTRACT

1974

THIS AGREEMENT, entered into this 9th day of May, 1974.

By and between:

THE BOROUGH OF NEW SHREWSBURY, a municipal corporation of the State of New Jersey, with offices at 556 Tinton Avenue, New Shrewsbury, Monmouth County, New Jersey, hereinafter referred to as the BOROUGH

and

THE NEW SHREWSBURY POLICE PAY COMMITTEE, hereinafter referred to as the COMMITTEE,

which represents the complete and final understanding on all bargaining issues between the Borough and the Committee.

ARTICLE I

RECOGNITION

The Borough recognizes the Committee for the purpose of collective negotiations including grievance handling, as the exclusive representative of all members of the department excluding the Chief of Police, or any officer above the rank of Sergeant.

ARTICLE II

NEGOTIATIONS PROCEDURE

In accordance with the provisions of N.J.S.A. 34:13A-1, et. seq., the following negotiation procedure shall be followed in all future negotiations between the parties:

1. Whenever a matter involving conditions of employment is to be considered, a request for negotiations shall first be submitted to the other party in writing before September 1st next preceding the budget year in which the matter is to take effect.

2. Initial discussions shall be conducted as a result of a meeting between a representative of each party, and negotiations shall not begin until all materials intended to be relied upon are accumulated for study.

3. The Borough Council reserves the right to negotiate as a committee of the whole or through committees or member of the Borough Council or by persons employed by the Borough Council.

4. All negotiation sessions shall take place at such times and places as are convenient to the negotiators. Except where there is a disagreement, all meetings shall be conducted at the Borough Hall.

5. No special compensation will be allowed to representatives for attendance at negotiation sessions.

6. In all other respects, negotiations between the parties shall be conducted in accordance with N.J.S.A. 34:13A-1, et seq., and the Rules and Regulations and Statement of Procedure adopted by the Public Employment Relations Commission August 29, 1969, and such amendments thereto shall take effect hereafter.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition: A grievance is defined as an alleged violation of

this agreement.

B. Purpose

1. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the terms and conditions of employment of employees in Article I. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the police administration, and having the grievance adjusted without intervention of the Committee provided the adjustment is not inconsistent with this agreement. The Committee will be given the opportunity to be present at such informal meetings provided the grievant requests same.

C. Procedure: An aggrieved employee shall institute action under the provisions hereof within sixty (60) calendar days of the occurrence, of which he complained. Failure to act within said sixty (60) days shall be deemed to constitute an abandonment of the grievance.

D. The following procedure is mutually agreed upon for the settlement of grievances:

1. **Step One**: An employee with a grievance shall first discuss

it with his Shift Commander with the objective of resolving the matter informally.

2. Step Two: If the aggrieved person is not satisfied with the disposition at Step 1, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, the aggrieved person may discuss the matter with the Chief of Police and shall present to the Chief a statement of the grievance in writing. The Chief shall render his decision within five (5) calendar days after presentation of a grievance to him.

3. Step Three: If the aggrieved person is not satisfied with the decision under Step 2, or if no decision has been rendered by the Chief within five (5) calendar days after presentation to the Chief, the aggrieved person may present the grievance in writing to the Chairman of the Public Safety Committee. The Chairman shall render his decision, in writing, within fourteen (14) calendar days after the presentation of the grievance to him.

4. Step Four: In the event that the aggrieved person is not satisfied with the decision of the Chairman of the Public Safety Committee at Step 3, or in the event that no decision has been rendered by the Chairman within fourteen (14) calendar days after presentation of the grievance to him, the matter shall be presented by the aggrieved person, or the Committee on his behalf, to the Mayor and Council. If the grievance is presented to the Mayor and Council in writing at least fourteen (14) calendar days prior to a

regularly scheduled meeting, it shall be taken up at that meeting. If the grievance is presented less than seven (7) calendar days prior to a regularly scheduled Council meeting, it may be taken up by the Mayor and Council at a Special meeting or the following regularly scheduled Council meeting. After the grievance has been taken up by the Mayor and Council, a decision shall be rendered in writing no later than fourteen (14) calendar days thereafter.

5. Step Five: In the event that the aggrieved person is not satisfied with the decision of the Mayor and Council, the aggrieved person, or the Committee on his behalf, has fifteen (15) calendar days in which to request binding arbitration.

a. The Arbitrator shall be selected in accordance with the Rules and Regulations of the American Arbitration Association.

b. The Arbitrator's decision shall be binding on all parties and in writing and shall be issued not later than thirty (30) calendar days after the close of the Arbitration Hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

c. The Arbitrator shall have the power and authority to make any decision which shall bind the parties and his opinion shall be binding on the parties concerned.

d. The costs for the services of the Arbitrator shall be

borne equally by the Borough and the Committee. All other expenses incidental to and arising out of the Arbitration shall be paid by the party incurring same.

e. A grievance affecting a group of employees under Article 1 may be submitted by the Committee in accordance with the foregoing procedure.

f. Charges or Complaints against Employees: Charges or complaints in writing against any member of the Police Department shall be investigated by the Chief of Police. In the event the Chief determines that discipline beyond a reprimand is warranted the matter may be appealed to the Public Safety Committee.

The Public Safety Committee may return the matter to the Chief for further investigation, dismiss the matter or determine that formal charges shall issue and refer the matter to the Mayor and Council.

In the event of a formal hearing before the Mayor and Council, the officer will be notified in writing of the hearing date, charges complainant's name and the names of any witnesses.

The accused officer or officers shall have the right to be represented by Counsel during a formal hearing before the Mayor and Council and has the right to consult counsel at any step of the procedure.

ARTICLE IV

HOLIDAYS

The current practice with reference to holidays shall be continued for the lifetime of this Agreement, except that an officer may elect to be paid at his regular rate up to and including twelve holidays. Said officer shall make this request in writing through the Chief of Police no later than February 1st of that calendar year. Such request shall include the date of payment requested by the officer, but in no case shall payment be made later than December 1st of that calendar year.

ARTICLE V

VACATIONS

The current practice with reference to vacation time shall be continued for the lifetime of this Agreement.

ARTICLE VI

CLOTHING ALLOWANCE

The Borough shall provide a clothing allowance of a maximum of \$275.00 for the calendar year 1974 for each member above the rank of probationary officer. This allowance shall be accomplished by payment directly to the vendor upon approval by the Borough of the vendor's voucher. At the end of each year any money unspent toward said clothing allowance shall not accumulate or accrue toward the following year.

ARTICLE VII

OVERTIME

Overtime is hereby defined as the time worked in excess of the normal work schedule. Such schedule is the one which is now designated in Police Headquarters as the 20 day work cycle. Extra days off will be scheduled at the rate of thirteen (13) days per year. All overtime work beyond any scheduled eight-hour working period, shall be credited as overtime, except as to overtime which is less than 15 minutes prior to or 30 minutes immediately following any such scheduled eight-hour period.

No pay for overtime shall be allowed unless authorized or approved by the Chief of Police. The individual officer shall elect within seventy-two hours of completion of the overtime as to whether he wishes to receive overtime pay or compensatory time. All compensatory time shall be taken within the same calendar year it was served, unless the Chief authorizes, upon request in writing by the officer, that it be taken in the succeeding year.

During 1974 overtime shall be computed at the rate of time and one-half of the officers pay in accordance with the salary schedule in Article VIII herein, with the exception of overtime worked in connection with court appearances, which shall be straight time.

ARTICLE VIII

SALARY GUIDE

A. The compensation of the Sergeants of Police for the year 1974 and retroactive to January 1, 1974 shall be an annual salary of \$13,200.00.

B. The compensation of the Patrolman in grade of 1st Class for the

year 1974 and retroactive to January 1, 1974 shall be an annual salary of \$12,300.00.

C. The compensation of the Patrolman in grade of 2nd Class for the year 1974 and retroactive to January 1, 1974 shall be an annual salary of \$11,200.00.

D. The compensation of the Patrolman in grade of 3rd Class for the year 1974 and retroactive to January 1, 1974 shall be an annual salary of \$10,000.00.

E. The compensation of the Patrolman on probation for the year 1974 and retroactive to January 1, 1974 shall be an annual salary of \$8,700.00.

F. The current practice with reference to longevity shall be continued for the lifetime of this Agreement.

ARTICLE IX

INSURANCE

The Borough shall provide and maintain insurance coverage in the amount of \$20,000.00 for each member covered by this Agreement, in addition to any and all insurance coverage now in effect.

ARTICLE X

PROFESSIONAL EDUCATION

A. Members of the Police Department shall receive in addition to other salaries, twenty (\$20.00) Dollars for each credit hour earned at a recognized college with a grade of C or better. Such determination shall be in accordance with provisions now in effect.

B. The additional remuneration noted in Paragraph A above shall only be payable by the Borough upon presentation of proper certification of successful completion of courses.

ARTICLE XI

SCOPE OF CONTRACT

A. This Agreement is not intended to alter the rights, benefits, or obligations of members of the Department, pursuant to existing ordinances of the Borough of Laws of the State of New Jersey, except that where provisions of existing resolutions of the Borough are directly inconsistent with provisions of this agreement, the provisions of this agreement shall control.

IN WITNESS WHEREOF, the parties hereunto have caused same to be executed by its respective officers or agents this 9th day of May, 1974.

ATTEST:


Jerome S. Reed, Borough Clerk

BOROUGH OF NEW SHREWSBURY

By: 
Robert F. Henck, Mayor

NEW SHREWSBURY POLICE PAY
COMMITTEE


SGT. DONALD H. MUELLER


PTL. LOUIS V. VITALE

PTL. RUDOLPH G. GRASSO, JR.