

3-2374

THIS DOES NOT
CIRCULATE

AGREEMENT BETWEEN

THE BOROUGH OF CARTERET, a municipal corporation
of the State of New Jersey,

and

CARTERET POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL
NO. 47, an affiliate of the New Jersey State Police-
men's Benevolent Association, Inc.

Effective January 1, 1979, to December 31, 1981

Handwritten signature

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THIS AGREEMENT, effective, January 1, 1979, executed this
day of October, 1979, BETWEEN

THE BOROUGH OF CARTERET, a municipal corporation of
the State of New Jersey (hereinafter referred to as
Borough or Employer),

and

CARTERET POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL
NO. 47, an affiliate of the New Jersey State Policemen's
Benevolent Association, Inc. (hereinafter referred to at
times as Association and/or P.B.A. or employee).

PURPOSE

It is the purpose of this Agreement to promote and insure
harmonious relations, cooperation and understanding between the Borough
of Carteret and the P.B.A. and to insure sincere bargaining, establish
proper standards of salaries, working conditions and hours and other
conditions of employment. The continued efficiency and excellence of
the Borough of Carteret Police Department shall be considered foremost,
at all times, by both parties to this Agreement.

ARTICLE I

POLICEMEN'S RIGHTS

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, working conditions and other terms and conditions of employment for an appropriate negotiation unit established in accordance with N.J.S.A. 34A:5-3 as supplemented and amended.

Section B

Included in the negotiating unit shall be those employees of the Borough of Carteret within the Police Department whose job titles are Captain, Lieutenant, Sergeant and Police Officer.

Section C

Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every policeman shall have the right to freely organize, join and support the P.B.A. and its affiliates for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the P.B.A. and its collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agree-

ment or otherwise with respect to any terms or conditions of employment.

Section D

Elected representatives of the P.B.A. shall be permitted time off to attend negotiating sessions, grievance sessions and meetings of the joint P.B.A. Management Committee provided the efficiency of the Department is not affected thereby.

Section E

A Police Officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

The Borough agrees to notify the individual police officer if any material derogatory to the police officer is placed in his or her personnel jacket.

ARTICLE II

HOURS OF WORK AND OVERTIME

Section A - Work Day

The work day shall consist of not more than eight consecutive hours in a twenty-four hour period.

Section B - Work Week

The work week shall consist of five, eight consecutive hour work days out of every seven days, totalling forty hours per week (this definition shall not interfere with present scheduling).

Section C - Overtime

Overtime shall be defined as any work in excess of eight consecutive hours per day, or in excess of five, eight hour work days out of every seven, or in excess of forty hours per week and shall be compensated at one and one-half times the officer's regular rate of pay.

Section D - Call-In Time

In the event that an officer is called in for duty during his time off, the officer shall receive one and one-half times his regular rate of pay for four (4) hours or for all time worked, whichever is greater.

Section E - Court Time

All off-duty court appearances or any ^{off-duty} appearance in a court-related procedure, including but not limited to preparation of testimony, conferences with lawyers, depositions and the like, shall be compensated at one and one-half times the officer's regular rate of pay for two hours or for all time so worked, whichever is greater.

ARTICLE III

SALARIES

Section A

Effective January 1, 1979, throughout the term of this contract, the salaries for police officers shall be paid in accordance with the attached schedule.

Section B - Longevity

In addition to the above salaries, a longevity payment shall be paid as hereinafter fixed and determined, such longevity pay to be deemed as additional compensation as follows:

	<u>For the year 1979, commencing January 1, 1979</u>
5 to 9 years of service	2%
10 to 14 years of service	4%
15 to 19 years of service	6%
20 years and up	8%

PATROLMEN

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
Jan. 1975	12,980.75	14,596.70	15,303.97	16,294.18
July 1979	13,499.98	15,180.57	15,916.13	16,945.94
Jan. 1980	14,039.98	15,787.79	16,552.78	17,623.77
July 1980	14,601.58	16,419.30	17,214.89	18,328.72
Jan. 1981	15,258.65	17,158.17	17,989.56	19,153.51
July 1981	15,945.29	17,930.29	18,799.09	20,015.41

SERGEANT

LIEUTENANT

CAPTAIN

Jan. 1979	17,542.18	18,790.18	20,038.18
July 1979	18,243.86	19,541.78	20,839.70
Jan. 1980	18,973.61	20,323.45	21,673.28
July 1980	19,732.55	21,136.38	22,540.21
Jan. 1981	20,620.51	22,087.51	23,554.51
July 1981	21,548.43	23,081.44	24,614.46

ARTICLE IV

UNIFORM ALLOWANCE

Section A

During the calendar year 1979, each member of the Police Department shall receive a uniform allowance in the sum of \$375.00, which shall be payable in accordance with former practice and procedure.

Section B

During the calendar year 1980, each member of the Police Department shall receive a uniform allowance in the sum of \$475.00, which shall be payable in accordance with former practice and procedure.

Section C

During the calendar year 1981, each member of the Police Department shall receive a uniform allowance in the sum of \$575.00, which shall be payable in accordance with former practice and procedure.

ARTICLE V

HOLIDAYS AND VACATIONS

Section A

All members of the Police Department shall receive the following holidays annually for which days off shall be allowed:

New Year's Day	Thanksgiving Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Columbus Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Employee's Birthday.

Section B

All members of the Police Department shall be entitled to leave with pay for personal, business or other reasons for three (3) days subject to the following conditions:

- (a) There must be seventy-two (72) hours notice before consideration for personal day. Forms for such notice shall be provided by the Employer.
- (b) It must be approved by (1) Officer in charge; (2) Captain, (3) Chief.
- (c) That no more than one(1) man per shift is to receive a personal day.

Section C

All members of the Police Department shall receive vacation as follows:

Each Police Officer's vacation shall coincide (begin and end) with his regularly scheduled tour of duty.

1st year to end of 4th year	2 weeks
5th year to end of 9th year	3 weeks
10th year to end of 14th year	4 weeks
15th year to end of 19th year	5 weeks
20th year and over	6 weeks.

ARTICLE VI

DETECTIVE AND SPECIAL ALLOWANCES

Section A

All employees who may be assigned as Detectives shall receive in addition to their rank pay the sum of \$300.00 annually as salary pay added to their rank pay.

Section B

The assigned Firearms Custodian and Radar Officer shall each receive \$250.00, and the assigned Police Photographer-Identification Officer shall receive \$300.00 annually in addition to their rank pay.

Section C

The Borough agrees to hire an off-duty Carteret police officer to act as court attendant during Court sessions of the local Municipal Court. This officer shall be paid \$25.00 per session.

ARTICLE VII

HEALTH AND WELFARE

Section A

The employer agrees to assume the full cost of family coverage of the Blue-Cross and Blue-Shield coverage, Rider J coverage and Major Medical coverage that was in full force and effect during the calendar year 1978 and during the calendar year 1979, up to August 1, 1979. In the alternative, Employer has the right to undertake a self-insurance program provided the coverage offered employees is similar to the coverage provided under the New Jersey Hospital Plan provided during the calendar year 1978, and up to August 1, 1979.

Section B

All members of the Police Department shall have \$10,000.00 life insurance coverage, including "Death Benefit" immediately upon being sworn in and assuming the duties of a police officer.

Section C

Beginning upon retirement or disability, a member of the Police Department shall have a paid up life insurance coverage of \$5,000.00.

Section D

Employer shall maintain hospitalization coverage for all members of the Carteret Police Department who have retired or who have left the force on disability without regard to any income earned by those persons at another occupation.

ARTICLE VIII

SEVERANCE PAY

Section A

All members of the Police Department who are to retire during the year should serve notice of their retirement to the Borough by February 15th of the same year.

Section B

All members of the Police Department who are eligible for retirement or disability retirement shall receive the following severance pay:

- (a) Those members having accumulated sick time up to and including one hundred days shall be entitled to ninety days pay based upon their rank at the time of retirement.
- (b) Those members having accumulated sick time from one hundred and one days to one hundred fifty days shall be entitled to one hundred ten days pay based upon their rank at the time of retirement.
- (c) Those members having accumulated sick time from one hundred fifty-one days to two hundred days shall be entitled to one hundred thirty days pay based upon their rank at the time of retirement.
- (d) Those members having accumulated sick time from two hundred one days to two hundred seventy-five days shall be entitled to one hundred fifty days pay based upon their rank at the time of retirement.

Section C

It shall be the option of the retiring employee to accept his severance pay in one lump sum or to receive the same in bi-monthly payments until the same has been exhausted.

Section D

The Borough of Carteret shall compute and pay time owed to any member who dies while on active service with the Police Department in accordance with the formula contained in this Article.

Section E

"Sick Time" as stated herein shall be defined as one and one-quarter days per month and shall be allowed to accumulate.

ARTICLE IX

LEGAL AID

Section A

The Employer shall at its expense, with prior approval of the Mayor and Council, at the written request of P.B.A. Local No. 47, with fee approval of the Borough Attorney, provide counsel

for any member of the Carteret Police Department charged with any dereliction of police duty while in the performance of his duty, or arising out of same, or charged with any criminal or quasi-criminal or alleged offense in or during the performance of said duties.

Section B

Employer shall reimburse any employee for any counsel fees incurred in the successful defense of a disciplinary hearing.

ARTICLE X

P.B.A. DUES

Section A.

P.B.A. Local No. 47 dues shall be withheld monthly from the salary check payments of each member by the Borough and turned over monthly as check-off dues remittance to P.B.A. Local No. 47 by the Borough Clerk.

ARTICLE XI

BEREAVEMENT LEAVE

Section A

In the event of a death in an employee's immediate family, he shall be entitled to four days leave of absence with pay. "Immediate family" shall include spouse, child, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law and sister-in-law.

ARTICLE XII

GRIEVANCE PROCEDURE

Section A

A grievance shall be a claim by the employer or employee, or by the association that either the Employer, individual employee, group of employees or the association has been harmed by either the interpretation or application of the terms and conditions of this agreement or other conditions of employment, or a grievance shall be a claim by either the Employer or the association that either an individual employee, group of employees or the association, has been harmed by either the interpretation or application of employer-police rules and regulations as heretofore adopted or as may in the future be duly adopted.

Section B

The following procedure shall be followed with reference to grievances:

a. All attempts shall be made to resolve any grievance on an informal basis by means of informal discussions and negotiations between the individuals involved, the association and the employer, by and through the Chief of Police or employer's designee. If informal attempts to resolve the dispute fail, then formal grievance procedures may be instituted in accordance with this Article.

b. Upon a written complaint initiated by an individual employee, group of employees or by the association, which complaint shall be lodged not more than ten days from the happening of an event, giving rise to a dispute with the Chief of Police, or employer's designee, or with the employer, notice of said complaint shall be given to all interest or affected persons, including superior officers in the chain of command.

c. Upon receipt of the grievance, pursuant to the above paragraph, the P.B.A. Grievance Committee shall review the same. If, in their opinion, no grievance exists, no further action shall be necessary. In the event that they feel a grievance does exist, they shall so notify the Chief of Police or employer's designee immediately and shall meet with the Chief of Police or employer's designee within five days of the filing of the grievance. The parties shall meet and attempt to settle the matter. In the event a satisfactory settlement is reached, the same shall be reduced in writing, signed by all parties and implemented.

d. If a settlement is not reached pursuant to Paragraph (c) above, then the Chief of Police or employer's designee, and the Chairman of the employee's grievance committee shall each file a written report of their findings of fact, conclusions and recommendations with the Police Borough Council Committee of the/ of the Borough of Carteret within ten days of the meeting as set forth in Paragraph (c) above. The Police Committee or its designee shall then schedule an informal hearing date not later than ten days from the receipt of said findings, conclusions and recommendations and shall notify interested parties in writing of said hearing date.

e. Upon compliance with the requirements of Paragraph (d) above, the Police Committee of the Borough Council or its designee shall conduct a hearing at which all interested persons, the Chief of Police, the Chairman of the employee's grievance committee and the President of the P.B.A. shall be present. The Police Committee or its designee

shall make all reasonable attempts to arrive at a satisfactory settlement to all parties. If said dispute is settled upon agreement of the parties, said agreement shall be reduced to writing and signed by all

parties, including but not limited to the Police Committee or its designee, the Chief of Police, the Chairman of the employee's grievance committee, the President of the P.B.A. and all aggrieved parties. If the Police Committee or its designee is unable to obtain an amiable settlement, he shall within ten days render a written decision setting forth his decisions concerning the dispute, which written decision shall be served upon all interested parties.

e. If the aggrieved party disagrees or objects to the findings of the Police Committee or its designee, he shall within ten days of receipt of said decision demand in writing arbitration of the grievance in accordance with "Arbitration" as hereafter set forth.

Section C

Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled at the lower step of the grievance procedure as herein provided may be referred to an arbitrator, provided it is not specifically exempt from said arbitration process.

Section D

The Association or aggrieved party may institute arbitration proceedings within ten days of the receipt of the decision of the Police Committee or its designee as set forth in Step (e) of the grievance procedure by written demand upon the Employer specifying the nature of the unsettled grievance or other matter in dispute. Simultaneously therewith, the party demanding arbitration shall request the New Jersey Public Employee Relations Commission to present a list of arbitrators from which the parties shall choose three names. The arbitrator

finally chosen shall hear the arbitration in the manner set forth by the New Jersey Public Employees Relation Commission or by the rules of the American Arbitration Association if the New Jersey Public Employees Relation Commission has no rules or regulations pertaining thereto.

Section E

Notwithstanding the foregoing, the arbitrator shall consider only the issues presented to him and shall not add or subtract from the other terms of the agreement. The decision of the arbitrator shall be in writing and shall include the reason for such findings and conclusions.

Section F

The decision of the arbitrator shall be final and binding on the association and the employer.

Section G

In the event of a change in the laws governing the New Jersey Public Employee's Relation Commission, or its Rules and Regulations, which would in any way affect the method of selection of an arbitrator, then in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine arbitrators from which the parties may make a selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains, and that party shall be the arbitrator of the issue or issues to be arbitrated. The costs of the arbitrator's services, if any, shall be borne equally by the employer and the association. In the event this procedure is enacted, the association shall have the right to strike the first name.

ARTICLE XIII
MUNICIPAL ORDINANCES

Section A

The provisions of municipal ordinances which affect terms and conditions of employment for members of the Police Department shall be maintained during the term of this Agreement.

ARTICLE XIV
STATE DELEGATE

Section A

The Borough agrees that upon presentation of a properly itemized and verified voucher, it will compensate or reimburse the delegate from the P.B.A. Local No. 47 for his reasonably incurred expenses for attending the annual New Jersey League of Municipalities Convention. The Borough agrees that the delegate of Local No. 47 shall be released from working duties for such time or times, days or day, as is reasonably required for performance of his duties on behalf of Local No. 47, without pay deductions.

ARTICLE XV

COLLEGE CREDIT

Section A

Each member of the P.B.A. shall receive in addition to his annual salary the sum of \$15.00 per annum for each college level credit he receives for a police related course. This sum shall be paid in lump sum in the pay period effective January 1, 1979.

ARTICLE XVI
CIVIL SERVICE

Section A

Parties hereto stipulate and agree that all members of the Police Department of the Borough of Carteret shall be governed by Title II of the Revised Statutes of New Jersey and the Rules and Regulations of the Civil Service Commission.

Section B

Employer agrees that in the event it hires any persons to act as Police Officers under and through the provisions of the Comprehensive Employment Training Act, it shall make every reasonable effort to hire such individuals in accordance with their standing on the Civil Service Eligibility List then in existence.

Section C

Notwithstanding the provisions of Civil Service, Employer agrees that the transfer of employees between divisions and/or bureaus shall be made subject only to just cause (just cause as provided for herein shall be defined as "just cause" is defined in the Civil Service Regulations of the State of New Jersey, and as it may be amended during the term of this contract).

ARTICLE XVII

NO MODIFICATION EXCEPT IN WRITING

Section A

The parties hereby agree that there shall be no valid modification except in writing, executed by the Business Administrator, Mayor or employer's designee, and the President and Secretary of the P.B.A., subject to ratification of the P.B.A. members for the employees and the Borough Council of the Borough of Carteret for the employer.

ARTICLE XVIII

SAVINGS CLAUSE

Section A

If any article or section of this agreement, or any supplement or rider hereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or is in conflict with any applicable federal, state or municipal law, then such article or section shall be suspended and the appropriate applicable provision shall prevail, and the remainder of this agreement shall not be affected thereby.

ARTICLE XIX

TERM OF AGREEMENT

Section A

The term of this agreement shall be effective as of January 1, 1979, and shall continue for a period of three years through December 31, 1981. All benefits, payments and fringe benefits and any other matter covered by this agreement shall become effective January 1, 1979.

IN WITNESS WHEREOF, the parties hereto have hereunto set
their hands and seals this ^{November} 8th day of October, 1979.

BOROUGH OF CARTERET

By John V. Janoff
Mayor

Attest:

Anne H. Azeley
Borough Clerk

CARTERET POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 47

By Richard P. Fusillo
President

Attest:

Richard P. Fusillo
Secretary