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THIS COLLECTIVE BARGAINING AGREEMENT, entered into as of the

23rd day of MAY, 1974,

BETWEEN THE BOROUGH OF SEASIDE PARK, a municipal corporation of the STATE OF NEW JERSEY, IN THE COUNTY OF OCEAN, hereinafter referred to as "EMPLOYER."

AND THE POLICE DEPARTMENT OF THE BOROUGH OF SEASIDE PARK, hereinafter referred to as "Employee," through a negotiating committee chosen from among its members hereinafter referred to a "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 Seaside Park, 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 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 the behalf of the citizens of the Borough of Seaside Park, hereby retains and reserves, and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State Of New Jersey and of the United States.

Section 5. That the exercise of the forgoing powers, authority, duties, and responsibilities by Employer and the adoption of policies, rules, regulations and practices in the 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 the 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 the authority under the laws of the State of New Jersey or under any local laws as they pertain to Employer and its intention of both of 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 will be from January 1, 1974,
through December 31, 1974.

Section 8. That for all purposes hereunder where computation of length of
service is required the First of January each year will be used.

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 PROCEDURES

Section 1. That negotiations for a future contract shall begin no later than
September 15, 1974, and good faith efforts shall be made to conclude an agree-
ment within sixty (60) days from 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 agrees that its
representative be clothed with all necessary power and authority to make pro-
posals and make further counter-proposals 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 subject of negotiations
and neither party shall be required to negotiate further for the year 1974 with
respect to any such matter, whether or not covered by this contract.

Section 4. That except as this agreement shall heretofore specifically other-
wise provide, all conditions of employment heretofore established by the rules,

regulations, policies, and practices of the Borough of Seaside Park shall continue in effect as though set forth at length herein and nothing provided herein shall be interpreted or construed 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 PROCEDURES

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 the procedural steps for considering and resolving grievances are as follows:

Step 1. 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.

Step 2. The chairman of the Committee or its duly constituted 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 3. If the member of Employee is not satisfied with the results of step 2, then such member and a member of the Committee, or the member of Employee individually, but in the presence of a member of

Committee, shall present the grievance to the Police Committee of Employer and in the event the grievance is not satisfactorily adjusted within three additional working days, both parties will sign a grievance record form and present the grievance as provided in step 4 hereof.

Step 4. The Committee with the Mayor and Council of the Borough of Seaside Park shall meet 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 5 hereof.

Step 5. If the grievance is not satisfactorily adjusted (as above provided), then the grievance shall be presented to the New Jersey State Public 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 a forty hour work week.

Section 2. That the regular rate of pay a member of Employee shall be his annual salary divided by the number of regular pay periods during the calendar year 1974.

Section 3. That all members of Employee will receive longevity at the rate of \$300.00 for each five years of service.

Section 4. The year for determination of salary shall commence on January first of each year. Any part of one year shall be considered a full year for determining salary status.

ARTICLE V

OVERTIME COMPENSATION

Section 1. Each member of Employee will be paid or given compensatory time for overtime as determined by the Chief of Police. Overtime will be as follows:

A. Work performed in any consecutive twenty four hour period in excess of the regular work day of eight hours: and

B. Work performed on a day during which the member of Employer was not otherwise scheduled to work. If an employee calls in sick on a regular work day, and then works an extra day, it will be at regular pay, up to forty hours.

C. Riot duty outside the limits of the Borough of Seaside Park shall be deemed overtime due to the hazards involved.

Section 2. For each Court appearance required (Off Duty) of a member of Employee, there shall be paid to such member overtime compensation as follows:

A. A minimum of one hour at the overtime rate and all of the time will be actual at overtime rate. This means that for a mere appearance in court, the member of Employee will be paid for one hour. If in court for one hour, said member of Employee will receive two hours in pay. If in court for two hours, said member of Employee will receive three hours in pay, etc. This is to include all court appearances, including County Court.

ARTICLE VI.

VACATIONS.

Section 1. That each permanent full time member of the 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. One to ten years	12 working days
C. Ten to Twenty years	15 working days
D. Over twenty years	20 working days.

Section 2.

- A. Selection of vacation time shall be based upon seniority.
- B. No member may carry more than one year's vacation on record without the approval of the Chief of Police.

ARTICLE VII

HOLIDAYS.

Section 1. That the following days are recognized as holidays, and members of Employee may elect to receive vacation time off in lieu of said paid holidays, or shall be paid for same at the regular rate of pay as per daily pay rate at election of said member of Employee.

- 1. New Years Day.
- 2. Washington's Birthday.

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| 3. Lincoln's Birthday | 8. Independence Day |
| 4. Good Friday | 9. Veteran's Day |
| 5. Memorial Day | 10. Thanksgiving Day |
| 6. Labor Day | 11. Day After Thanksgiving |
| 7. Columbus Day | 12. Election Day |
| 13. Christmas | |

ARTICLE VIII.

SICK LEAVE.

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

Section 2. That all permanent full time members of Employee are 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 sick leave with pay when and if 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, accident, exposure, to contagious disease or attendance upon a member of Employee's immediate family being seriously ill or injured requiring the care and attendance of a member of Employee.

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

A. Leave taken the day immediately prior to or immediately after the 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 may require a member of Employee to be examined by a physician of the governing body's choice at its own expense.

ARTICLE IX.

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) days from duty with pay, which days will not be charged against either sick time or vacation time.

Section 2. That immediate family will be 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 X

HOSPITAL AND MEDICAL INSURANCE

Section 1. That hospital and medical insurance shall be provided by the Employer as set forth from time to time in the Ordinance of Minutes of the Borough of Seaside Park.

ARTICLE XI

SALARY GUIDE

Patrolman, First Year	9,169.90
Patrolman, Second Year	9,824.74
Patrolman, Third Year	10,774.00
Patrolman, Fourth Year	11,851.00
Sargeant	12,030.00
Lieutenant	12,790.00

ARTICLE XII

UNIFORM ALLOWANCES

Section 1. That it is in the best interest of all parties that each member of Employee present a proper image to the general public.

Section 2. That all members of Employee shall receive a uniform allowance

in the amount of \$250.00 per annum.

ARTICLE XIII.

POLICE VEHICLE IMPROVEMENTS

Section 1. That the parties agree that the members of Employee should be given certain items in the police vehicles which shall be used by each member of employee.

Section 2. Each police vehicle to be used by a member of Employee shall be equipped with rear window defrosters, power steering and additional interior lighting.

Section 3. All police vehicles shall be equipped with air conditioning.

Section 4. That the air conditioning in Police Headquarters be improved.

WITNESS our signatures this 23 day of MAY, 1974.

Attest:

Marion Hibbs
Marion Hibbs
Borough Clerk

BOROUGH OF SEASIDE PARK

By: Joseph J. Delaney
Joseph Delaney, Mayor

POLICE DEPARTMENT OF THE BOROUGH
OF SEASIDE PARK

By: Patrick M. Deamore
Chairman, Police Negotiations
Committee

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT
between THE BOROUGH OF SEASIDE PARK and THE POLICE DEPARTMENT OF THE BOROUGH OF SEASIDE PARK dated May 23rd, 1974.

The agreement referred to above is hereby amended as follows:

1. Article VI - Vacations is hereby amended to include paragraph C to read as follows:

C. Vacation period shall be the first Tuesday after Labor Day to April 30th inclusive.

2. Article VII - Holidays Section 1 is amended to read as follows:

Section 1. That the following days are recognized as holidays, and members of Employee may elect to receive vacation time off in lieu of said paid holidays. Said time to be taken subject to the sound and efficient operation of the Police Department or shall be paid for same at the regular rate of pay as per daily pay rate at election of said member of Employee.

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|---------------------------|----------------------------|
| 1. New Years Day. | 7. Columbus Day |
| 2. Washington's Birthday. | 8. Independence Day |
| 3. Lincoln's Birthday | 9. Veteran's Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day After Thanksgiving |
| 6. Labor Day | 12. Election Day |
| 13. Christmas | |

3. Article XI - Salary Guide is amended to show the following:

Sergeant	\$12,120.00
Lieutenant	\$12,794.00

WITNESS our signatures this 23rd day of May, 1974.

BOROUGH OF SEASIDE PARK

By *Joseph Delaney*
Joseph Delaney, Mayor

Attest:

Marion Hibbs
Marion Hibbs
Borough Clerk

POLICE DEPARTMENT OF THE BOROUGH
OF SEASIDE PARK

By *Richard M. Beavans*
Chairman, Police Negotiations
Committee