

AGREEMENT

PREAMBLE

WHEREAS, this Agreement entered into this 1st day of June, 1993 and effective as of the 1st day of January, 1993, is made and entered into by and between the BOROUGH OF MATAWAN, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Employer", and

THE POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL NO. 179 BOROUGH OF MATAWAN, NEW JERSEY, hereinafter referred to as "P.B.A. 179" and employee;

WHEREAS, it is the intent and purpose of the parties hereto to maintain and promote a harmonious relationship between the Employer and such of its employees who are within the provisions of this Agreement in order that more efficient, productive, and progressive public service may be rendered, and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law, and;

WHEREAS, the Mayor and Council of the Borough of Matawan, by virtue hereof have recognized P.B.A. 179 as the sole and exclusive bargaining agent for all of the Matawan Borough Police Department exclusive of clerical help and special officers; and

WHEREAS, while it is recognized that the New Jersey Civil Service Act and Rules and other State and Federal laws may have application to the relations between the parties hereto, and it is intended that such Laws are not specifically referred to at all time in this Agreement shall not be taken to mean that such Laws do

not apply where relevant, and;

WHEREAS, it is understood and agreed that some of the terms of this Agreement may enlarge upon and expand the rights of the employees created by the existing New Jersey law, and;

WHEREAS, it is understood and agreed that this Agreement shall in no way be interpreted to reduce or limit any employee rights created and protected by the Laws of New Jersey, specifically but not limited to N.J.S.A. 40A:14-118 thru and inclusive of 40A:14-176;

NOW, THEREFORE it is mutually agreed between the parties hereto that the following terms shall become effective:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Employer hereby recognizes the P.B.A. 179 as the exclusive majority representative for purposes of collective negotiations concerning salaries, hours of work and other terms and conditions of employment provided herein, for all employees except managerial employees now employed or to be employed by the Matawan Borough Police Department, and exclusive of clerical help and special officers.

Section 2. Henceforth pursuant to statute, any member of the Police Force not wishing to belong a P.B.A. Local 179 shall have deducted from his wages a sum equal to 85% of the P.B.A. dues, monthly which sum represents value for negotiations, and which sum shall be remitted to the P.B.A. by the Borough Treasurer.

Section 3. The bargaining unit shall consist of Matawan Borough Police Department employees and members as set forth below.

Section 4. Wherever used herein the terms "Employees" or "members" shall mean and be construed to be only employees of the Matawan Borough Police Department, exclusive of managerial employees, clerical help and special officers.

Section 5. This Agreement shall govern all wages, hours and other conditions of employment hereinafter set forth.

Section 6. The Employer shall permit members of the Association Negotiating Committee to attend mutually scheduled collective bargaining meetings during working hours without loss of pay and the employer shall also permit members of the Association Negotiating Committee to attend unilateral meetings with its attorney or an officially designated representative during duty hours without loss of pay. The Employee shall submit a list of the names of the Association Negotiating Committee to the Employers so that the Employer will know which individual should be excused with a maximum limit of five names.

ARTICLE II

SALARIES AND OVERTIME

Section 1. The following schedule of salaries shall be adopted for the entire calendar year of 1993, 1994, and 1995 and shall be effective as of January 1, 1993.

	As of Jan. 1, 1993	As of Jul. 1, 1993
Detective Sergeant	\$45,291.64	\$46,423.93
Sergeant	\$44,301.08	\$45,408.60
Detective	\$42,648.24	\$43,714.44
Patrolman 1	\$41,654.64	\$42,696.00
Patrolman 2	\$37,553.03	\$37,553.03
Patrolman 3	\$34,665.31	\$34,665.31
Patrolman, Probationary	\$27,000.00	\$27,000.00

	As of Jan. 1, 1994	As of Jul. 1, 1994
Detective Sergeant	\$47,816.64	\$49,252.14
Sergeant	\$46,770.86	\$48,173.99
Detective	\$45,025.87	\$46,376.65
Patrolman 1	\$43,976.88	\$45,296.19
Patrolman 2	\$37,553.03	\$37,553.03
Patrolman 3	\$34,665.31	\$34,665.31
Patrolman, Probationary	\$27,000.00	\$27,000.00

	As of Jan. 1, 1995	As of Jul. 1, 1995
Detective Sergeant	\$50,728.68	\$52,250.54
Sergeant	\$49,619.20	\$51,107.78
Detective	\$47,767.95	\$49,200.99
Patrolman 1	\$46,655.07	\$48,054.73
Patrolman 2	\$37,553.03	\$37,553.03
Patrolman 3	\$34,665.31	\$34,665.31
Patrolman, Probationary	\$27,000.00	\$27,000.00

Section 2. Overtime. Overtime pay shall be computed at the rate of 1 1/2 times the hourly rate consistent with the employee's salary in effect for straight time and shall be paid to all employees holding the rank of sergeant, detective, and below under the following terms and conditions:

a. Overtime shall be paid at the rate of 1 1/2 times the hourly rate after an employee has worked 8 hours on a given day.

b. Overtime payment shall be made for any local, County and Superior Court appearance, including Grand Jury and Administrative appearances. Said appearances are to be controlled and approved by superior officers, provided said appearances are not during the normal work shift.

c. An employee, having completed or prior to his regular scheduled shift, who is called to headquarters or scene to perform police work, shall be guaranteed a minimum of four (4) hours of overtime, at time and a half, whether or not said employee's services are needed for the entire four (4) hour period. However, an employee, continuing work beyond the regular work day shall be compensated in accordance with preceding subsections determining overtime.

d. For the purpose of construing this Agreement, the parties recognize that police officers may be required as part of normal scheduling to work more than 40 hours in a given calendar week, and fewer than 40 hours for the next calendar week. Accordingly, overtime shall be computed only in the event of excess work

performed beyond the scheduled hours in the normal work schedule of the individuals.

e. All officers placed on "emergency standby alert" shall be compensated at one-half their regular rate for the time they remain on "Standby".

f. Notwithstanding any provision to the contrary, no overtime shall be paid to any probationary patrolman for travel to or attendance at any basic training course at any recruit school.

g. An employee working twelve (12) or more continuous hours shall be granted a meal allowance of \$5.00.

h. After the twenty fourth (24th) year of service, the holiday pay of each employee shall be incorporated in the base salary at one hundred twenty-five percent (125%) of the prevailing daily pay rate for each holiday to which the employee is entitled and shall be paid to him with his regular pay.

i. Police officers working in the capacity of Sergeant shall be paid the difference between their prevailing hourly pay rate and the prevailing hourly pay rate of a Sergeant for each hour in which they assume the duties of a Sergeant. This payment shall be made by the Borough quarterly to the police officer entitled to this benefit.

ARTICLE III

LONGEVITY

In addition to regular compensation each member shall be entitled to longevity payments

in accordance with the following schedule:
The longevity payment rate would be:

5 Years - 2 1/2 percent of base salary
10 Years - 5 percent of base salary
15 Years - 7 1/2 percent of base salary
20 Years - 10 percent of base salary
24 Years - 12 1/2 percent of base salary and
29 Years - 15 percent of base salary

ARTICLE IV

CLOTHING AND MAINTENANCE ALLOWANCE

Section 1. After the first year of service each police officer shall be entitled to a clothing and maintenance allowance as follows:

For the year 1993 - \$1,000.00
For the year 1994 - \$1,000.00
For the year 1995 - \$1,000.00

All new uniform requirements will be supplied by the Borough of Matawan. Any change or addition to said uniform requirements shall be issued by the Borough, without cost to the employee.

Section 2. The cleaning (dry or wet) of said uniforms prescribed by the Police Department shall be assumed by the Borough of Matawan.

ARTICLE V

HOLIDAYS - VACATIONS

Section 1. The borough agrees to guarantee all members of the Police Department the following holidays with full pay for eight (8) hours at the employee's regular time rate of pay though no work is performed on such days. Holidays are those declared as legal holidays by the United States of America and the State of New Jersey and those days wherein commercial institutions and public

governmental employees do not engage in any service, which shall include but shall not be limited to:

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Martin Luther King Day

Section 2. In addition to the foregoing holidays, each employee shall be entitled to five (5) personal days per year. Notice of intention to exercise the personal days shall be given in writing to the Chief of Police 48 hours in advance of its use.

Section 3. Notwithstanding any ordinance to the contrary, vacations shall cover members of the Police Department rank and file in accordance with the years of service, regardless of rank and in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation</u>
1-7 years	14 working days
8-14 years	21 working days
15-21 years	28 working days
22 years and over	35 working days

Section 4. Compensation for holidays. It is further agreed that where a holiday heretofore set forth in Section 1 falls (a) on a Departmentally scheduled work day, the employee shall be compensated at the overtime rate as set forth previously, consistent with the salary in effect and not by a mandatory compensatory day off. However, in the event that the individual

elects to take a compensatory day in lieu of payment, he shall give notice to a superior officer.

(b) In the event that a holiday shall fall during a time when the employee is on extended sick leave (defined as physically or mentally unfit to work for a period of ten (10) consecutive days or more), the employee shall be compensated for the holiday at regular straight time consistent with his salary in effect and not with a mandatory compensatory day off. However, upon the resumption of work within the calendar year the employee shall have the option of electing to take a compensatory day in lieu of payment for the holiday upon notification to a superior officer.

Section 5. Those employees working Easter Sunday shall be paid time and a half. Easter Sunday shall not be considered an additional holiday.

ARTICLE VI

HOSPITALIZATION, DENTAL PLAN AND SICK LEAVE

Section 1. The Borough shall provide and pay for hospital insurance, medical insurance, dental insurance and group life insurance as set forth below. The Borough will provide for all employees and eligible dependents coverage equal to those that were provided under the previous plan(s) known as;

A. Blue Cross of New Jersey 14/20

B. Massachusetts Mutual Life Insurance Company for surgical benefits, major medical insurance, etc.

It is understood that benefits will be maintained as they were known in those plans at the time the Borough contracted with those providers.

C. Massachusetts Mutual Dental Insurance which pays 100% of preventive care, 80% for minor or basic restorative care, 50% for major restorative care and 50% for orthodontics up to \$1,000 maximum, and

D. Group Life Insurance for \$5,000 each and additional Accidental Death and Dismemberment policy.

Section 2. Sick leave and extended leave as set forth in the Revised General Ordinances, Borough of Matawan.

Section 3. The Borough shall assume the entire cost of hospital insurance, Blue Cross, Blue Shield, inclusive of Rider J for members of the Police Department who have retired on disability pension or who have retired after 25 or more years of service.

Section 4. The Borough shall assume the cost of providing each police officer with an eye examination, at an optometrist selected by the Borough, once every twenty-four months. The Borough shall grant each police officer an allowance of \$75.00 toward the cost of one pair of prescription glasses in each twenty-four month period. One half of the members of the Department shall be eligible for this benefit in each calendar year of this agreement. The Borough shall not be required to pay for more than one eye examination or pay more than one eye glass allowance for any police officer in any twenty-four month period.

Section 5. The employees agree to accept a hospital insurance plan from a carrier selected by the Borough identical to the current coverage described in Section 1 except that the Borough shall be permitted to institute cost containment measures to include predetermination of benefits, second opinions, forty-eight (48) hour notification provisions and a deductible in the amount of

\$250.00. The Borough reserves the right to purchase an insurance policy with higher deductibles provided that the Borough assumes the entire cost of those deductibles in excess of those specified in this Article.

Section 6. The maximum sick days for which the Borough will pay pursuant to Section 3.4.4(F) of the Revised General Ordinances of the Borough of Matawan shall be \$9,000.00.

ARTICLE VII

COLLEGE INCENTIVE BENEFITS

Section 1. The Borough, in order to provide a modern and efficient police department, shall provide a college credit incentive, to those employees who enroll, attend and work for a degree in the field of Criminal Justice or Criminal Science. The Borough shall provide a tuition payment of \$50.00 per college credit hour satisfactorily completed while a member of the Matawan Borough Police Department to a maximum of \$600.00 per year per employee. The Borough shall pay to an employee by way of additional salary each year the following:

\$500.00 for an Associate Degree in Criminal Justice or Criminal Science;
\$750.00 for a Bachelor of Science Degree in Criminal Justice or Criminal Science, which shall become part of the individual officer's base salary.

3. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Matawan Police Department.

ARTICLE XI

DURATION OF AGREEMENT AND MODIFICATION

Section 1. This Agreement shall be effective as of January 1, 1993 through and including December 31, 1995.

Section 2. The Borough Council and P.B.A. 179 agree that they shall open formal negotiations on or no later than September 15, 1995 for the calendar year of 1996.

Section 3. The provisions of Section 2 notwithstanding negotiations for a 1996 employment agreement shall commence within thirty (30) days from written notice by either party.

Section 4. In the event negotiations for the calendar year 1996, et seq fail to result in an accord or agreement, P.B.A.179 may make application to State of New Jersey Public Employment Relations Commission pursuant to N.J.A.C. 19:16 et seq and N.J.S.A. 34:13A-16.

Section 5. The parties agree that all grievances, after the exhaustion of administrative remedies within the police department are to be resolved by binding arbitration.

Section 6. The parties further agree that all reasonable efforts will be made to utilize 26 pay periods per annum.

Section 7. This Agreement shall remain in effect until a new Agreement is executed by both parties for the year 1996, et

seq. Any subsequent Agreement will be effective as of January 1, 1996 and shall be retroactive to that date, if executed after that date.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with the Police Chief or his designee, and having the grievance adjusted without the intervention of the Association.

Section 2. DEFINITION

A. The term "Grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the Borough.

STEP ONE:

The aggrieved shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred or within ten (10) days after the discovery of the incident by the individual, Association or Borough. Failure to act except for a good cause within the said

ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned ten (10) calendar day limitation may be extended upon presentation to the Chief of Police or the individual designated by the Borough of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Chief of Police or the Borough designee shall render a decision within ten (10) days after receipt of the grievance.

STEP TWO:

If the grievance is not settled at the first step, the grievant may make a request of a second step meeting within ten (10) calendar days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within five (5) calendar days after the answer is received at the first step. Said request shall be with the Police Committee, with notice to the other side within this period of time.

STEP THREE:

In the event the grievance is not resolved to the satisfaction of any of the parties herein referred to, it shall be taken to binding arbitration in the following manner:

Within ten (10) days after the letter is sent under Step Two, the individual grievant, the Association or the Borough may request the New Jersey State Board of Mediation to appoint an arbitrator, who shall have full power to resolve the dispute between the

parties, and his decision shall be final and binding on all parties. The cost of the arbitration shall be paid by the Borough and the Association. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing.

Nothing in this grievance procedure shall be read to limit the employee from the rights and remedies provided under the New Jersey Civil Service Act where the disciplinary penalties sought are greater than five-day suspension or removal from said position.

ARTICLE XIII

SAVING CLAUSE

Section 1. If any provision of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any Article or Section of this Agreement or any of the supplements or riders hereto should upon review by any tribunal of competent jurisdiction be held invalid and upon exhausting of legal remedies, the Article or Section may be deleted and/or modified and negotiations shall be commenced within thirty (30) days notice, with respect to be any item declared invalid.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officer this 1st day of JUNE , 1993.

ATTEST:

BOROUGH OF MATAWAN

Madeline H. Bucco
Madeline H. Bucco, Clerk

Robert W. Shuey
Robert W. Shuey, Mayor

ATTEST:

POLICEMAN'S BENEVOLENT ASSOC.

Benedict J. Smith
Benedict J. Smith, Secretary

George E. Magnenat
George E. Magnenat,
President P.B.A. 179