

1978

THIS DOES NOT
CIRCULATE

AGREEMENT

BETWEEN

THE BOROUGH OF CARTERET

AND

CARTERET P.B.A. LOCAL NO. 47

FOR THE YEAR 1978

LIBRARY
Institute of Management and
Labor Relations

JAN 2 1979

RUTGERS UNIVERSITY

ARTICLE I

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Borough of Carteret, a Municipal Corporation of the State of New Jersey, hereinafter known and designated as the "Employer" and Local No. 47, the Carteret Affiliate of the Policemen's Benevolent Association, hereinafter known and designated as the "P.B.A." and to insure sincere bargaining, establish proper standards of salaries, working conditions, hours, and other conditions of employment. The continuous efficiency and excellence of the Police Department shall be considered foremost at all times, by both parties to this Agreement.

ARTICLE II

CIVIL SERVICE

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.

ARTICLE III

HEALTH AND WELFARE

Section 1.

The Employer agrees to assume the full cost of family coverage of the present New Jersey Hospital Plan including Blue Cross and Blue Shield coverage or equivalent coverage now offered to the employee.

Section 2.

The Employer agrees to assume the full cost of Rider "J" and Major Medical.

Section 3.

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 4.

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

Section 5.

The Employer shall maintain hospitalization coverage for all members of the Carteret Police Department who have retired and will allow such retired members to earn a maximum of \$3,000.00 additional income per year in addition to the retired members pension.

ARTICLE IV

LONGEVITY PLAN DELETE - see addendum

The Employer agrees to pay as a fringe benefit the following longevity *plan*

plan:

For the year 1978 commencing
January 1, 1978

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%

ARTICLE V

UNIFORM ALLOWANCE

Each member of the Police Department shall receive a uniform allowance in the sum of \$375 which shall be payable in accordance with former practice and procedure.

ARTICLE VI

HOLIDAYS AND VACATIONS

Section 1.

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
Independance Day	Christmas Day
Labor Day	Employee's Birthday

Section 2.

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 approve 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.

ARTICLE XIII

BEREAVEMENT LEAVE

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 XIV

MUNICIPAL ORDINANCES

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 XV

STATE DELEGATE

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 #47 for his reasonably incurred expenses for attending the annual New Jersey League of Municipalities Convention. The Borough agrees that the Delegate of Local #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 #47, without pay deductions.

ARTICLE XVI

GRIEVANCE ADJUSTMENT PROCEDURE

Section 1. Procedure

The procedure for adjusting grievances shall provide the Officer with full opportunity or presentation of his grievance and for the participation of the P.B.A. representatives. Should a dispute arise between the City, the P.B.A. and any member Officer as to meaning, application or operation of any provision of this Agreement, such dispute or difference shall be presented by any one of

the parties within no more than ten (10) days from the time the same arose, and settled in the manner prescribed herein. The procedure hereby established, unless by mutual consent changed or waived in part or entirely, shall be as follows:

STEP A: The appropriate P.B.A. representatives, the aggrieved party, and the Director of any Department or his representative may reach a settlement of the dispute; if they fail to reach an agreement within five (5) days, the aggrieved party shall furnish a written statement of the grievance to the Director on a form provided by the City for automatic referral to STEP B.

STEP B: A member or members of the Grievance Committee designated by the P.B.A., and the Mayor or the Business Administrator shall attempt to settle the dispute within five (5) days or the dispute will automatically be referred to STEP C.

STEP C: A member or members of the Grievance Committee, designated by the P.B.A., and the Mayor or the Business Administrator and a referee assigned by the State Public Employee Relations Commission shall decide the dispute and their decision shall be final and binding; provided, however, the aggrieved Officer shall have the option of appealing the dispute in the manner set forth in this STEP C or of appealing to the Department of Civil Service, and by exercising either option he automatically waives his right of appeal under the other option.

Section 2. Compensation and Expenses for Impartial Hearing

(a) The reasonable compensation and expenses, if any, of a Referee shall be borne equally by the City and the P.B.A. and the compensation and expenses of each designee of a party shall be borne by the designating party.

(b) In the event the P.B.A. requires the attendance of witnesses at said hearing, the City agrees to release the witnesses as requested without penalty to such witness if he is an employee of the City.

Section 3. Computation of Time, Changes and Condition of This Agreement

(a) Whenever any act is required under this article to be done or performed within a specified period of time, Saturdays, Sundays, or Holidays shall be excluded in the computation of such period.

(b) Nothing in the procedures set forth in this article shall be deemed to abrogate, modify or otherwise change any other part of this Agreement, without the mutual consent of the parties hereto in writing.

(c) This Agreement is also subject to the provisions of any state law and civil service rules and regulations which shall prevail, however, only if they are inconsistent with this Agreement and compliance with same is mandatory rather than permissive or discretionary.

ARTICLE XVII

POLICEMAN'S RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the City 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 City 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 City, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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.

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

ARTICLE XVIII

COLLEGE CREDIT

? Reward.

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, 1978.

ARTICLE XIX

OVERTIME MEAL EXPENSES

Borough agrees to compensate or reimburse the police officer for meal expenses up to and including \$5.00 for working ten or more consecutive hours. Upon presentation of itemized and verified voucher and / or receipt.

IN WITNESS WHEREOF, the parties have hereunto set their hands this

day of July 13, 1978.

FOR THE EMPLOYER,
BOROUGH OF CARTERET

[Signature]
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FOR THE CARTERET P.B.A.
LOCAL NO. 47

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12-01

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AND
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FOR THE YEAR 1977



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Section 4.

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

Section 5.

The Employer shall maintain hospitalization coverage for all members of the Carteret Police Department who are living on police pension exclusively. The Borough of Carteret shall maintain supplementary hospitalization in conjunction with Medicare when a member becomes eligible for the Medicare program. Each member shall submit a written form stating that he has no additional earned income or hospitalization coverage. A retired member shall not be reinstated, if coverage is discontinued.

ARTICLE IV
LONGEVITY PLAN

The Employer agrees to pay as a fringe benefit the following longevity plan:

	<u>For the year 1977 Commencing</u> <u>January 1, 1977</u>
5 to 9 years of service	2 %
10 to 14 years of service	3½%
15 to 19 years of service	4½%
20 years and up	5½%

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- 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 3.

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

DETECTIVE AND SPECIAL ALLOWANCES

Section 1.

All employees who may be assigned as Detectives shall receive in addition to their rank pay the sum of \$300. annually as salary pay added to their rank pay.

Section 2.

The assigned Firearms Custodian and Radar Officer shall each receive \$250., and the assigned Police Photographer-Identification Officer shall receive \$300. annually in addition to their rank pay.

Section 3.

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. per session.

ARTICLE VIII

SALARIES

Effective as of January 1, 1977, the salaries for police officers shall be as follows: 5.5 over 1976 salaries.

<u>PATROLMEN</u>	<u>Base Pay-1976</u>		<u>Increase</u>	<u>1977</u>
1st year	\$11,830.80	+	\$650.69	\$12,481.49
2nd year	12,433.26	+	683.83	13,117.09
3rd year	13,035.71	+	716.96	13,752.67
4th year	13,879.16	+	763.35	14,642.51
POLICE CAPTAIN	16,560.94	+	905.35	17,366.29
POLICE LIEUTENANT	15,636.35	+	860.00	16,496.35
POLICE SERGEANT	14,811.75	+	814.65	15,626.40

ARTICLE IX

SEVERANCE PAY

Section 1.

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 2.

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 (100) days shall be entitled to ninety (90) days pay based upon their rank at the time of retirement.
- b) Those members having accumulated sick time from one hundred and one (101) days to one hundred fifty (150)

days shall be entitled to one hundred ten (110) days pay based upon their rank at the time of retirement.

c) Those members having accumulated sick time from one hundred fifty-one (151) days to two hundred (200) days shall be entitled to one hundred thirty (130) days pay based upon their rank at the time of retirement.

d) Those members having accumulated sick time from two hundred one (201) days to two hundred seventy-five (275) days shall be entitled to one hundred fifty (150) days pay based upon their rank at the time of retirement.

Section 3.

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 4.

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.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 1. Overtime

There is hereby established a regular work week of forty (40) hours. Overtime, defined as any work in excess of eight (8) hours

per day or forty (40) hours per week, shall be compensated at one and one-half times the officer's regular rate of pay.

Section 2. 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 3. Court Time

All off-duty court appearances shall be compensated at one and one-half the officer's regular rate of pay for two (2) hours or for all time worked, whichever is greater.

ARTICLE XI

LEGAL AID

The Employer shall at its expense, with prior approval of the Mayor and Council, at the written request of P.B.A. Local #47, with fee approval of the Borough Attorney, provide counsel, designated by P.B.A. Local #47, 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.

ARTICLE XII

P.B.A. DUES

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 XIII

BEREAVEMENT LEAVE

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.

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IN WITNESS WHEREOF, the parties have hereunto set their hands
this 27th day of September, 1977.

FOR THE EMPLOYER,
BOROUGH OF CARTERET

FOR THE CARTERET P.B.A.
LOCAL NO. 47

John Fenick

John J. Fenick

Robert J. Sica

Michael J. Sica

Robert A. Wilson

J. W. Sitar Jr.

Attest: Anne H. Szalay

Thomas V. Kinsch

John Davis

Joseph Sica

Joseph M. Paving

William J. Paves

Andrew J. Polkowski

Robert J. Magner