

the initiating party with respect to same. The party to whom the grievance is presented shall answer the grievance in writing within five (5) days after receipt of same.

STEP 3 - If a Union or employee grievance is not resolved at Step 2, or if no answer has been received within the time limits set forth in Step 2, the written grievance may be presented to the Police Committee of the Borough. The Police Committee shall render its decision on the grievance in writing within fifteen (15) days from the date the grievance is presented. If an Employer grievance is not resolved or answered at Step 2, it shall be considered denied and the Employer shall have the right to request arbitration pursuant to the procedures hereinafter set forth.

STEP 4 - If the Union or employee grievance is not resolved at Step 3, or if no response is received by the initiating party within the time set forth in Step 3, the grievance as written may be presented to the Mayor and Council of the Borough. The Mayor and Council shall render a final written decision with respect to the grievance within fifteen (15) days from the date said grievance is presented.

Section 3. If the grievance is not settled at the final step of the grievance procedure, the aggrieved party shall have the right to choose between submitting such grievance to arbitration or to avail himself of all legal remedies provided by Title 40A of the revised New Jersey Statutes. This will require the aggrieved employee to make the election in writing as he is not entitled to pursue both remedies. This written election of remedy

shall be transmitted to the Borough Clerk or his duly designated representative.

Section 4. ARBITRATION - Any grievance as hereinabove defined which arises on or after June 1, 1979 and which is not resolved by the grievance procedure may be submitted to arbitration in accordance with the following terms and procedures:

(a) The party requesting arbitration must make the request in writing within fifteen (15) days after the final step of the grievance procedure, (Step 4 for Union or employee grievance, and Step 2 for Employer grievance);

(b) All requests for arbitration shall be submitted to the Public Employment Relations Commission (PERC) for selection of an arbitrator in accordance with the procedures of that Agency;

(c) The cost of arbitration shall be shared equally by the parties, but each party shall pay its own costs and expenses incurred in presenting its case to the arbitrator;

(d) The arbitrator shall interpret the Contract as written and shall not have authority to add to, modify or otherwise change the written agreement between the parties;

(e) The arbitrator shall render his written opinion and award within thirty (30) days after the close of the hearing, except in the case of discharge which the parties herewith agree to expedite to Step 4 of the grievance procedure within five (5) days of the date of discharge, and if not settled, to process said discharge to arbitration within three (3) days after decision under Step 4 of the grievance procedure. In a discharge case, the arbitrator shall render a "bench award" within four (4) hours after the close of hearing and thereafter shall file his written opinion and award.

Section 5. The parties may mutually agree to extend the grievance procedure time limits and may also mutually agree to expedite a grievance to the final step of the grievance procedure after Step 1 presentation.

ARTICLE IV

SUSPENSION AND DISCHARGE

Section 1. The parties agree that the Employer may suspend or discharge any employee covered by this Agreement regardless of his seniority for good cause. Notice of such discharge or suspension shall be served upon the Union at the same time it is served upon the employee involved.

Section 2. If an employee feels that he is being discharged or suspended unjustly, said employee may file a grievance in accordance with the provisions of the grievance procedure set forth herein, which grievance must be initiated within three (3) days (exclusive of Saturday and Sunday) from the date of receipt of notice of discharge or suspension. If no grievance is filed within the time period specified, then said discharge or suspension shall be deemed absolute and final.

ARTICLE V

NO STRIKE - NO LOCKOUT

Section 1. It is recognized that the need for continued and uninterrupted operation of the departments and agencies of the Borough is of paramount importance to the citizens of the community and that there shall be no interference with such operations. Accordingly, the parties agree that there shall be no strikes, walk-outs, sympathy strikes, refusal to cross picket lines, slow-downs, unlawful picketing, sick-outs, or any other interference with

normal work performance by the Union, its officers, members, agents, principals, or employees covered by this Agreement.

Section 2. The Union will take all reasonable actions necessary to prevent its members, officers, representatives and the employees covered hereunder, either individually or collectively from participating in any of the conduct described in Section 1 above or any similar activity, including but not limited to publicly disavowing such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work along with such other steps as may be possible under the circumstances to bring about compliance with its order. In cases of unauthorized activity described herein, the Employer may impose disciplinary measures or discharge any or all of the employees directly or indirectly involved. Any such disciplinary action taken by the Employer may be treated as a grievance and processed in accordance with the terms of this Agreement.

Section 3. In consideration of the foregoing, the Employer agrees not to lock-out or cause to be locked-out any employee covered under the provisions of this Agreement.

ARTICLE VI

HOURS OF WORK

Members of the Police Department covered by this Agreement shall work in accordance with the schedule which shall be posted by the Chief of Police or his designated representative in accordance with present practice, which schedule may be modified

subject to the needs of the Department. The Union shall be notified in advance of any permanent change in the departmental work schedule, and if a request is made, the Employer will negotiate with the Union concerning any such permanent work schedule change.

ARTICLE VII

OVERTIME

Section 1. Hours worked in excess of those regularly scheduled shall be deemed overtime and shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay or in compensatory time off at the rate of one and one-half (1 1/2) hours for each hour of work.

Section 2. Whenever an employee is called to duty during his regularly scheduled time off, he shall receive compensation at the rate of double time (2) for one hour and time and one-half (1 1/2) for all hours worked beyond the first hour. Time spent in training sessions shall be computed from portal to portal. This rate of overtime shall apply to responses to civil subpoenas.

Section 3. Whenever an employee is required to attend departmental meetings during his regularly scheduled time off, he shall receive compensatory time off at a straight time (hour for hour) rate.

Section 4. The scheduling of all compensatory time off which may be earned under the terms of this Agreement shall be at the discretion of the Chief of Police consistent with the provisions hereinafter set forth. Employees shall provide the Chief with fourteen (14) days advance notice of request for compensatory time off. Full consideration shall be given to emergency

requests for compensatory time off. No more than one employee shall receive compensatory time off at one time unless specific approval is given by the Chief. Whenever possible, requests for compensatory time off shall be granted consistent with the needs and efficient operation of the Department. The Chief shall not unilaterally direct the taking of compensatory time off earned during the calendar year, but instead shall assign compensatory time off in accordance with the provisions set forth above.

It is understood and agreed between these parties that this contract has been negotiated and executed late during 1981 calendar year. Because of the lateness of the execution, retroactive compensatory time, and other compensatory time benefits, as well as cash retroactive overtime benefits, will be calculated within thirty (30) days, and, if in cash, paid immediately to the employee. If in compensatory time, the officers will cooperate with the Chief of Police in attempting to take the time off during calendar year 1981. But, it is understood and agreed between the parties that the compensatory time may necessarily carry-over into 1982 in order that it all be given as a benefit because of the lateness of the execution of the contract.

Except as provided heretofore for compensatory time accumulated in 1981 which may be used in 1982, there shall be no carry-over of compensatory time from one calendar year to the next calendar year for any compensatory time earned from January through November of any calendar year. Any compensatory time earned in December and not taken before the end of the calendar year may be carried forward to the first three months (through March 31st) of the next succeeding calendar year. The Chief may direct when such "carried

over" compensatory time shall be taken, but if such time is not given before March 31st, it shall be paid for at the employee's rate of pay from the preceding year (year in which earned), and such payment shall not be charged to the "overtime caps" hereinafter set forth. Monies paid by lawyers for officer's time in Court to the Borough or Police Department shall be added to the following caps.

SUBJECT TO APPROVAL OF
The Borough Attorney & Auditor
John J. ...

The Employer shall have the right to limit the amount of cash payment for overtime for the Department as follows:

1981	\$4,300.00
1982	\$5,000.00

ARTICLE VIII

WAGES

Section 1. Effective January 1, 1981, the following salary guide will be in effect for all employees in the unit, employed prior to March 1, 1981:

	<u>1981</u>	<u>1982</u>
Probationary Patrolmen	\$13,045.00	\$14,154.00
Patrolmen First Year	15,506.00	16,824.00
Patrolmen Second Year	16,736.00	18,159.00
Patrolmen Third Year	19,198.00	20,830.00
Sergeant	20,428.00	22,164.00
Lieutenant	21,648.00	23,488.00

Section 2. Effective January 1, 1981, the following salary guide will be in effect for all employees in the unit employed after March 1, 1981:

	<u>1981</u>	<u>1982</u>
Probationary Patrolmen	\$12,023.00	\$13,045.00
Patrolmen First Year	13,045.00	14,154.00
Patrolmen Second Year	15,506.00	16,824.00
Patrolmen Third Year	16,736.00	18,159.00
Patrolmen Fourth Year	19,198.00	20,830.00
Sergeant	20,428.00	22,164.00
Lieutenant	21,648.00	23,488.00

Section 3. Detectives shall receive an additional increment in salary at the rate of \$475.00 during 1981 retro-active to January 1, 1981, and to \$500.00 for 1982.

ARTICLE IX

PLEDGE OF HIGH QUALITY SERVICE

The parties recognize the need for continued high quality service to the community, and the parties agree to cooperate with each other to provide this service. The P.B.A. and each police officer will maintain and wherever reasonably possible, increase their level of productivity and thereby continue to improve services to the community; and, the Borough agrees to cooperate with the Union to accomplish this objective.

ARTICLE X

LONGEVITY

In addition to salaries, wages or other payments hereunder, employees shall receive longevity compensation at the rate of \$300.00 for each completed five (5) years of service with the Borough. This sum shall be paid as part of the employee's basic salary beginning on the fifth (5th) anniversary of service and each five (5) years thereafter. Thus: an employee employed on April 1, 1980 will receive a \$300.00 basic salary increase on April 1, 1985 which sum shall be payable in a lump sum on December 1985.

It is understood and agreed between the parties, notwithstanding the fact that this \$300.00 longevity increment is payable as part of basic salary it shall not be paid to the

employee until December of the year following the time it is earned and shall be prorated for that portion of the year during which it is earned.

ARTICLE XI

CLOTHING ALLOWANCE

Employees of the Police Department covered by this Agreement shall receive a clothing allowance during 1981 paid retroactively in the sum of \$300.00 per employee, per annum, and in 1982 the sum of \$350.00 per employee, per annum.

Effective in 1981, retroactively, the Employer agrees to pay each employee of the Police Department covered by this Agreement a clothing maintenance allowance in the amount of one hundred (\$100.00) dollars and in 1982 a clothing maintenance allowance of two hundred and twenty-five (\$225.00) dollars.

The clothing maintenance allowance shall be paid in one lump sum one per calendar year in December. Said clothing allowance shall be prorated for an officer whose service with the Police Department is terminated for any reason during the calendar year.

ARTICLE XII

HOLIDAYS

Section 1. There shall be eleven (11) recognized holidays paid at eight (8) hours straight time under this Agreement. Holiday compensation shall be paid in a lump sum once per calendar

year in December. The recognized holidays are:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Good Friday	General Election Day
Memorial Day	Veterans Day
4th of July	Thanksgiving Day
	Christmas Day

If the Employer declares any other holiday for Borough employees, same shall be given to the employees covered hereunder.

Section 2. It is recognized by both parties that employees of the Police Department may not enjoy time off on the aforesaid holidays by reason of Departmental business. Accordingly, in lieu of the holiday itself, each employee shall receive compensation for the said holidays. In the event any of the aforesaid eleven (11) recognized holidays falls on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

ARTICLE XIII

PERSONAL DAYS

The personal leave policy now in effect shall continue for 1981 and beginning January 1, 1982, each employee shall be entitled to four (4) personal leave days per calendar year without loss of pay. There shall be no carry-over of unused personal leave from one calendar year to another. The scheduling of personal days off shall be at the discretion of the Chief of Police consistent with the efficient operation of the Department. Employees shall submit their requests for personal days off fourteen (14) days in advance, and unless approved by the Chief, no more than one

employee shall be off duty for a personal or compensatory day at one time. Full consideration shall be given for emergency request of personal day.

ARTICLE XIV

VACATIONS

Section 1. Each employee covered by this Agreement shall be entitled to annual vacation leave based upon his years of service within the Department in accordance with the existing schedule which is set forth as follows:

<u>YEARS OF SERVICE</u>	<u>WORKING DAYS</u>
During first year of employment	1 day per 2 months to a maximum of 5 days
After 1 complete year through 5 complete years	10 working days
6 years through 10 complete years	15 working days
10 years through 19 complete years	20 working days
Start of the 20th year and thereafter	25 working days

Section 2. For purposes of computing time in service, each employee employed by the Borough on or before June 30th shall earn credit for the entire year. If an employee is hired on or after July 1st, his time in service shall be computed from the following January.

Section 3. Scheduling of annual vacation leave shall be the sole responsibility of the Chief of Police. Wherever possible, requests for vacation leave shall be granted consistent with the

needs of the Department. Where two or more employees request the same vacation leave, preference will be given on the basis of seniority consistent with the needs of the Department.

Section 4. If the services of an employee covered hereunder are terminated for any reason other than discharge for cause, his vacation entitlement shall be prorated and paid to him or owed or reimbursed to the Employer from the final pay check if the employee has taken vacation in excess of his prorated entitlement at the time of termination. No prorated vacation benefits will be paid to an employee who is discharged for just cause.

ARTICLE XV

INSURANCE AND MEDICAL BENEFITS

Existing Blue Cross, Blue Shield, Rider J, Major Medical and Equitable Life Insurance benefits shall be continued during the term of this Agreement, as well as Workers' Compensation and false arrest insurance.

Effective July 1, 1979, the Employer agrees to contribute up to the sum of \$2,500.00 per year toward the cost of a dental plan for the benefit of all employees covered under this Agreement.

Effective July 1, 1980, the Employer agrees to contribute up to the sum of \$1,250.00 for six (6) months toward the cost of a dental plan for the benefit of all employees covered hereunder. If the cost of such dental program exceeds the amount of Employer contribution set forth above, the employees covered hereunder shall pay the difference.

effective January 1, 1981, the same contributions shall be paid by the Employer for the balance of the term of this agreement.

It is understood and agreed between the parties that the employer shall have the right to change the carrier providing the insurance as set forth therein. By the designation of a new carrier, however, the Employer may not reduce the benefits of the employee. The question of whether or not such benefits are the same under the new carrier and the existing carrier shall be subject to arbitration as though a final binding arbitration under the grievance procedure were in place but only the terminal provision for binding arbitration shall apply to the resolution of this dispute.

ARTICLE XVI

SICK LEAVE

The members of the unit shall be entitled to unlimited sick leave with full pay, subject to the regulations now contained in the Police Departmental Rules and Regulations.

ARTICLE XVII

SAVINGS CLAUSE

Section 1. It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstance 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 such provisions are so held to be invalid, the Borough and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XVIII

DURATION

Section 1. This Agreement shall become effective on January 1, 1981 and shall terminate on December 31, 1982.

Section 2. Either party shall have the right to request renegotiation of this Agreement in accordance with the then existing rules of the Public Employment Relations Commission.

If neither party exercises its rights set forth herein to renegotiate this Agreement, said Agreement shall remain in full force and effect thereafter from year to year until terminated by either party in accordance with the provisions of this Article.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 28th day of September, 1981

ATTEST:

THE BOROUGH OF NEPTUNE CITY,
COUNTY OF MONMOUTH, NEW JERSEY

Mildred M Adams
acting clerk

By: Holmes A Adams

By: Harin T. Kaplan

ATTEST:

NEPTUNE CITY POLICE OFFICERS
ASSOCIATION OF POLICEMENS
BENEVOLENT ASSOCIATION
LOCAL NO. 50

Mildred M. Adams
acting clerk

By: John A. Giacetta

By: James B. Johnson

By: Richard M. Donovan

A G R E E M E N T

Between

THE BOROUGH OF NEPTUNE, CITY of
COUNTY OF MONMOUTH, NEW JERSEY

and

NEPTUNE CITY POLICE OFFICERS ASSOCIATION
OF POLICEMENS BENEVOLENT ASSOCIATION
LOCAL NO. 50

✓ EFFECTIVE: January 1, 1981 through December 31, 1982

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HANLON, DEMPSEY & MC HEFFEY
A Professional Corporation
121 Monmouth Parkway
West Long Branch
New Jersey 07764
(201) 222-4700

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	1
II	MANAGEMENT RIGHTS	2
III	GRIEVANCE PROCEDURE	2
IV	SUSPENSION AND DISCHARGE	6
V	NO STRIKE - NO LOCKOUT	6
VI	HOURS OF WORK	7
VII	OVERTIME	8
VIII	WAGES	10
IX	PLEDGE OF HIGH QUALITY SERVICE	11
X	LONGEVITY	11
XI	CLOTHING ALLOWANCE	12
XII	HOLIDAYS	12
XIII	PERSONAL DAYS	13
XIV	VACATIONS	14
XV	INSURANCE AND MEDICAL BENEFITS	15
XVI	SICK LEAVE	16
XVII	SAVINGS CLAUSE	16
XVIII	DURATION	17

PREAMBLE

This Agreement, made this *28th* day of *September*, 1981, by and between THE BOROUGH OF NEPTUNE CITY, NEW JERSEY, hereinafter referred to as the "Borough" or "Employer", and NEPTUNE CITY POLICE OFFICERS ASSOCIATION OF POLICEMENS BENEVOLENT ASSOCIATION, hereinafter referred to as the "Association" or "Union";

WITNESSETH:

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:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive representative for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all patrolmen, sergeants and lieutenants employed by the Borough of Neptune City Police Department, but excluding the Chief, Deputy Chief, Captains, school guards, dispatchers, and clerical employees.

ARTICLE II

MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Employer possesses the sole and exclusive right to conduct the business of the Borough, and, except as modified by this Agreement and consistent with existing laws, to manage and direct the affairs of the Police Department, and to fulfill its lawful obligation.

Section 2. It is further understood and agreed that all rights of management are retained by the Employer, and that these rights shall include, but shall not be limited to the right to:

(a) direct, supervise and otherwise manage the employees to maximize efficiency and to take all reasonable steps to improve productivity of the Department;

(b) hire, promote, transfer and assign;

(c) suspend, demote, discharge, or take other necessary disciplinary action for just cause;

(d) relieve employees from duty because of lack of work or for other legitimate reasons;

(e) determine the work to be performed within the unit of employees covered by this agreement;

(f) purchase the services of others by contract or otherwise;

ARTICLE III

GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined as any complaint or question arising between the Employer and the Union, or any employee represented by the Union, as to the meaning, application,

or operation of any provision of this Agreement. It is understood and agreed that either party to this Agreement may file a grievance as hereinabove defined.

Section 2. For purposes of providing an orderly method for handling and disposing of grievances as defined, and to promote and improve the productivity of the Department, it is hereby agreed that all such grievances shall be adjusted as follows:

STEP 1 - If the Union or an employee represented by the Union wishes to file a grievance, it shall be presented by the designated Union representative or the aggrieved employee orally to the Head of the Police Department or his designated representative within twenty (20) days after the occurrence which gives rise to the grievance. If the Employer files a grievance, it shall be presented orally by the Head of the Police Department to the President of the Union within twenty (20) days after the occurrence which gives rise to the grievance. The respective party to whom the grievance is presented shall answer such grievance orally within five (5) days from the date of its presentation.

STEP 2 - If the grievance is not resolved at Step 1, or if no answer has been received within the time limits set forth in Step 1, the party initiating the grievance shall present same in writing to the Head of the Police Department or the President of the Union as the case may be, within five (5) days of the answer or expiration of time limits set forth in Step 1. This written presentation shall set forth the nature of the grievance, the applicable provisions of the Agreement, and the position of