

Contract no. 320

AGREEMENT

Between

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

OCT 17 1989

RUTGERS UNIVERSITY

THE SOUTH BELMAR POLICE ASSOCIATION
OF P.B.A. LOCAL NO. 50

and

THE BOROUGH OF SOUTH BELMAR, *E. ...*
A Municipal Corporation

January 1, 1988

through

~~X~~ December 31, 1990

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AGREEMENT

THIS AGREEMENT, made this day of August, One
Thousand Nine Hundred and Eighty-eight, between:

THE SOUTH BELMAR POLICE ASSOCIATION OF P.B.A. LOCAL NO.
50, herein after referred to as "Association",

and

THE BOROUGH OF SOUTH BELMAR, A Municipal Corporation in
the County of Monmouth and State of New Jersey, hereinafter
referred to as "Borough".

I. RECOGNITION

The Borough recognized the Association for the
purpose of collective negotiations as the exclusive
representatives of all regular members of the South Belmar Police
Department, except for the Chief of Police.

II. SALARY GUIDE

1. The following salary guide shall be in effect
for Patrolmen, Sergeants and Captains retroactive to January 1,
1988:

	<u>1988</u>
PATROLMAN III (PROBATIONARY)	\$23,777.15
PATROLMAN II	26,750.33
PATROLMAN I	29,723.53
SERGEANT	31,210.11

2. The following salary guide shall be in effect
for Patrolmen, Sergeants and Captains beginning January 1, 1989
through December 31, 1989.

the Chief of Police, be taken during the months of June, July or August.

IV. INSURANCE, HEALTH AND WELFARE

1. The Borough agrees to provide Blue Cross, Blue Shield, Rider J, and Major Medical coverage, which coverage shall cover all members of the bargaining unit during 1986.

2. The Borough agrees to provide Blue Cross, Blue Shield, Rider J, and Major Medical coverage, which coverage shall be full family coverage beginning January 1, 1987 and thereafter.

3. The Borough shall provide insurance coverage on members and their personal vehicles when said vehicles are used in the scope of employment, whether on or off duty and whether in or without the Borough limits. Members shall be entitled to fifteen (15) cents per mile, tolls and parking expenses, as authorized by the Chief of Police. The insurance provided by the Borough shall be excess coverage to any homeowner's policy or automobile liability policy that the member has on his vehicle.

4. Each member shall be furnished with a complete list of benefits to which the member and his family are entitled.

5. Each member shall receive a complete package of personnel policies, rules and regulations, and other documents to which he is subject.

V. CLOTHING

1. All uniformed police officers shall be allowed Three Hundred (\$300.00) Dollars per annum for a clothing allowance, which monies may also be used for the purchase of shoes

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of the type required while on duty. The member shall obtain permission of the Chief of Police prior to making said purchase. A record of all clothing purchases made by each member during the year shall be kept by the Chief of Police, and any monies left over at the end of the year in each member's account shall then be refunded to said member.

2. Immediately after the execution of this Agreement, the Borough has provided for each regular officer of the department a leather duty jacket. The jacket provided is a genuine leather black jacket of type used by other departments in the area. The jacket shall have attached to it a South Belmar Police Department patch.

Each present member of the Department has received a jacket, as provided herein, any new members of the Police Department or other members of the bargaining unit shall be provided with one.

3. Members shall be provided with a clothing maintenance allowance of Three Hundred Fifty (\$350.00) Dollars in the calendar year 1988 to be paid before October 1, 1988 and each October 1st thereafter.

4. If any part of the police uniform or equipment is damaged in the course of employment through the action of a violation, the Borough will advance the cost of replacement or repair and collect payment entirely from the violation.

VI. INJURY AND SICK LEAVE

1. If a member is incapacitated and unable to work because of any injury sustained in the performance of his

duty, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties as certified by the Borough's physician. The member's salary shall be reduced by any temporary Worker's Compensation benefits received.

2. Each member shall be entitled to fifteen (15) sick days per annum, which shall be cumulative to an unlimited amount, except that on retirement half pay shall be awarded only for 125 days.

VII. HOLIDAYS

1. Members of the Association shall receive twelve (12) paid holidays for each of which the members shall receive monetary compensation in one lump sum on the first Wednesday preceding Christmas Day. Members may elect to receive compensatory time off in lieu of compensation for any or all of the holidays. The members shall receive the twelve holidays irrespective of whether or not they actually worked the holidays in question. If the member has actually worked the holiday in question, he shall receive compensation at the rate of time and one-half his regular rate of pay. Holidays shall be as follows:

1. New Year's Day
2. Washington's Birthday
3. Decoration Day
4. Independence Day
5. Labor Day
6. Columbus Day
7. Veterans' Day

8. Thanksgiving Day
9. Christmas Day
10. Easter Sunday
11. Martin Luther King's Birthday
12. Lincoln's Birthday

VIII. PERSONAL LEAVE

Each employee shall be granted three (3) working days off per year, with pay, for the purpose of conducting matters of personal, business or emergency nature, and such time shall not be deducted from any other time. Except in the case of an emergency, seventy-two (72) hour notice must be given to the Chief of Police.

IX. TIME OFF

The members shall be granted time off without deductions from pay or time owed for the following requests:

- (a) Death of wife, son, or daughter from the date of death up to four (4) days from the date of the funeral.
- (b) Death in the immediate family (excluding wife and children) from the date of death up to two (2) days from the date of the funeral.
- (c) Immediate family shall consist of wife, child, step-children, mother, father, brother, sister, step-mother, step-father, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law and brother-in-law.

X. MILITARY LEAVE

Any member called in the Armed Forces of the United States during national emergency or drafted shall be given all the protection of applicable laws and leave of absence shall be granted.

XI. GRIEVANCE PROCEDURE

A. PURPOSE

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.

2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

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.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Borough initiated grievances which will proceed in accordance with Section D and shall be

followed in its entirety unless any step is waived by mutual consent.

STEP 1

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 this incident by the individual, Association or Prough, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act except for 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 shall be extended upon presentation to the Chief of Police or Police Commissioner of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Chief of Police or the Police Commissioner shall render a decision within ten (10) days after the receipt of the grievance.

STEP 2

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within ten (10) calendar days after the answer at the first step, with the exception of 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. The Chief of Police or the Police Commissioner shall set a meeting within five

(5) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Police Commissioner and the Chief of Police with the Association representative and the Association Attorney, if requested by the grievant. The Police Commissioner's answer to the second step shall be delivered to the Association within ten (10) calendar days after the meeting.

STEP 3

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 2, the individual grievance, 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 borne by the Borough and the Association equally. The arbitrator shall have no right to vary or to modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing.

D. BOROUGH GRIEVANCE

Grievances initiated by the Borough shall be filed directly with the Association with ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between a representative of the Police Commissioner,

Chief of Police, the Association and its Attorney in an earnest effort to adjust the differences between the parties, and in the event the grievance is not resolved to the satisfaction of the grievant, it shall be taken to binding arbitration in the following manner:

Within ten (10) days after the non-resolution of the said grievance by the Borough, 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 borne by the Borough and the Association equally. 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.

XII. UNSAFE VEHICLES

1. The Borough shall repair unsafe police vehicles immediately or remove said vehicles from service.

2. If a policeman is aware of an unsafe condition of a vehicle, including emergency equipment, he shall report the same to the Chief of Police or the Captain. The officer in charge shall investigate and if the report is verified, the officer in charge shall immediately remove the vehicle or vehicles from service until the unsafe condition is repaired.

3. All police cruisers hereafter purchased shall be equipped with factory-installed police package, including air conditioning.

XIII. COURT TIME

All off duty members shall be paid for appearances in all courts and administrative agencies where matters are involved which arise out of the course of employment by the South Belmar Police Department in conformance with the pay provisions as set forth in Article XVI hereof.

XIV. SCHOOLS

Members attending college shall, where possible, be accorded the same flexibility in scheduling as members attending police training courses, so long as the same does not affect the working schedule.

XV. PERSONAL RIGHTS

While off duty, members shall have the right to engage in any activity or obtain any employment without being unduly restricted in any way by the Borough of South Belmar. The member shall submit evidence of the type of work that he shall be doing to the Chief of Police.

XVI. WORK WEEK OVERTIME

1. If a member is required to work longer than his normal tour of duty, he shall be entitled to overtime at the rate of time and one-half his regular rate of pay.

2. Construing overtime shall be as follows:

(a) Up to 15 minutes past normal tour of duty shall not be considered as overtime.

(b) All time over 15 minutes shall be rounded to the nearest quarter hour.

3. If a member is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a

minimum of three hours of work.

4. If a member is recalled to duty, he shall receive compensation as in Section 3.

5. All overtime shall be paid at the next regular pay period for the member.

6. A log shall be kept and all overtime or stand-by time shall be recorded therein by the shift commander.

XVII. PRIOR WORKING CONDITIONS

All conditions of employment relating to wages, hours of work and general working conditions presently in effect for members shall be continued.

XVIII. POST VACANCIES

1. In the event a regular officer is unable to fill his post, thereby creating a vacancy, another regular police officer shall have the option to fill his vacancy. The option shall be accorded to regular police officers on a seniority basis; however, said overtime shall be distributed as evenly as possible. If a regular police officer is unable to work, the post may be filled by a special police officer.

XIX. DURATION OF AGREEMENT

This Agreement shall be in effect from January 1, 1988, through December 31, 1990. Bargaining for the next succeeding contract shall commence on or about August 1, 1990, except for the reopener provided for in Article II, Paragraph 5.

IN WITNESS WHEREOF, the Association has hereunto set its hand and seal and the said Borough has caused its corporate seal to be affixed and attested by the Borough Clerk, and signed by the

Mayor of the Borough of South Belmar, the day and year first above written.

THE SOUTH BELMAR POLICE ASSOCIATION
OF P.B.A. LOCAL #50

BY Sgt. Raymond H. Cady
BY Det. Joseph M. Cady #3
BY Det. Robert W. Shaver #4

ATTEST:

BOROUGH OF SOUTH BELMAR

Maurice H. Dineen
Borough clerk

BY: James T. Schubert
Mayor

following January.

The parties herein agree that they will reopen negotiations for the 1990 contract in advance of January 1, 1990 for the sole purpose of renegotiating an increase in the longevity benefits provided herein.

Retirement:

On a member's retirement, either after twenty (20) years or for reasons of health, disability or other medical reasons, in addition to other retirement benefits heretofore enjoyed by the member, he shall receive a reimbursement at his then existing rate of pay for all unused sick leave not to exceed 125 days, computed at the rate of one-half of the member's daily rate of pay by reason of the changes made in Paragraph VI hereof. Longevity, as set forth above, shall be included in computing retirement benefits. This pay shall be taken in a lump sum at the time of retirement.

III. VACATION

1. Annual vacations shall be granted as follows:

0 through 5 years of service	1 vacation day for each month
1 through 5 years of service	12 vacation days
6 through 10 years of service	15 vacation days
11 through 15 years of service	20 vacation days
16 through 20 years of service	25 vacation days
After 20 years of service	30 vacation days

2. The choice of vacation time shall be based upon seniority in service and one week may, at the discretion of

PROBATIONARY

12,101.41

PATROLMAN I

3,706.92

SERGEANT

3. The following salary guide shall be in effect for Patrolmen, Sergeants and Captains beginning January 1, 1990 through December 31, 1990.

PATROLMAN III (PROBATIONARY)	\$27733.67
PATROLMAN II	31,015.59
PATROLMAN I	34,595.52
SERGEANT	36,434.47

4. Other than the retroactive salary increases provided heretofore, regular pays beginning after the date of this contract shall be on a bi-weekly basis (26 pays per year).

Longevity:

In addition to salaries, members shall receive longevity based on one (1%) percent of their base salary for every five (5) years of service, with a maximum percentage of ten (10%) after twenty (20) years of service. Longevity shall be paid bi-weekly along with the member's regular pay. For purposes of computation, if a member's anniversary date falls during the first six (6) months of the calendar year, he shall be eligible to receive longevity beginning in January of that year. If his anniversary date falls during the last six (6) months of the calendar year, he shall be eligible to receive longevity the