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AGREEMENT  
BETWEEN THE TOWNSHIP OF LAKEWOOD  
AND POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 71

1978

This Agreement made and entered into in Lakewood Township, New Jersey, this ~~24th day of February, 1978~~, between the Township of Lakewood, a municipality in the County of Ocean and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and Policemen's Benevolent Association, Local No. 71,

W I T N E S S E T H:

WHEREAS, the Township and the PBA recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township has an obligation pursuant to Chapter 123, Public Laws of 1975, to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

This Agreement represents and incorporates the complete and final understanding and settlement between the "Township" and the "PBA" on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE I

RECOGNITION

The Township hereby recognizes the PBA as the sole and exclusive representative and bargaining agent for all employees of the Police Department, excluding the Chief of the Department,

and the Deputy Chiefs and nonpolice personnel employed in the Police Department for the purpose of collective negotiations with respect to salaries, benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters.

## ARTICLE II

### POLICEMEN'S RIGHTS

Pursuant to Chapter 123, Public Laws of 1975, the Township hereby agrees that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations; that it shall not discriminate against any policeman because of religion, age, sex or by reason of his membership in the PBA and its affiliates, his participation in any legal activities of the PBA, collective negotiations with the Township or his institution of any grievance, complaint or proceeding under this Agreement.

## ARTICLE III

### MANAGEMENT RIGHTS

It is the right of the "Township" to determine the standards of service to be offered by its agencies; take disciplinary action; relieve its employees from duty because of legitimate reasons; determine the standard of selection; determine the standard of promotion; direct employees; maintain the efficiency of its operations; determine the methods, means, and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours, take all necessary actions to carry out its mission in emergencies; and exercise

complete control over its organization and technology of performing its work.

#### ARTICLE IV

##### STANDING COMMITTEE

###### Section 1. Grievance Committee

There shall be two members of the PBA Grievance Committee granted leave from duty with full pay for all meetings between the Township and the PBA for the purpose of processing grievances, when such meetings take place at a time during which member is scheduled to be on duty and upon 24 hours notice by the Chief of the Department of such a meeting.

###### Section 2. Convention Committee

The Township agrees to grant the necessary time off without loss of pay to members of the PBA, no more than three (3) members, selected as delegates to attend the State Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4. The State PBA delegate of Local No. 71 will be allowed to attend the regular State PBA meetings once a month.

#### ARTICLE V

##### COLLECTIVE BARGAINING PROCEDURE

###### Section 1.

Collective bargaining with respect to rates of pay, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Township, Township Committee

Liaison, and Municipal Manager, or their representatives and the President of the PBA or his designees, shall be the respective negotiating agents for the parties.

Section 2.

Collective bargaining meetings shall be held at times and places mutually convenient at the request and consent of either party.

Section 3.

Employees of the Employer who may be designated by the PBA to participate in collective bargaining meetings called for the purpose of negotiation of a collective bargaining agreement, may be excused from their work assignments without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness. No more than one (1) officer per platoon shall be designated to participate in collective bargaining at any one time. Therefore, not more than three (3) representatives of each party shall participate in collective bargaining meetings, excluding professional negotiators and attorneys.

ARTICLE VI

GRIEVANCE PROCEDURES

Section 1. DEFINITION OF A GRIEVANCE

(a) A grievance is a complaint or interpretation, pertaining to violations of the contract by either party and

conditions of employment.

(b) The PBA shall appoint a Grievance Committee which shall include a grievance representative for each group shift to study all grievances submitted by employees of the Police Department. The aggrieved employee shall initiate his complaint through the group shift grievance representative who shall take up the matter with the aggrieved employee's immediate supervisor in an effort to adjust the grievance satisfactorily. If the grievance is not adjusted satisfactorily and the Grievance Committee of the PBA wishes to proceed further, it may submit such grievances in writing to the Chief of the Police Department within five (5) days of occurrence or event giving rise to the grievance, if not timely filed, it is not grievable. Within ten (10) days after said Chief or his designated representative shall arrange to and meet with the Grievance Committee of the PBA and the employee initiating the grievance for the purpose of adjusting or resolving such grievances.

(c) If such grievance is not resolved to the satisfaction of the PBA by the Chief or his designated representative within ten (10) days after such meeting, the PBA may present such grievance in writing not later than ten (10) days thereafter to the Municipal Manager. Within ten (10) days thereafter the Municipal Manager shall hold a hearing at which time all parties of interest shall be heard.

(d) If such grievance is not resolved to the satisfaction of the PBA by the Municipal Manager within ten (10) days after such meeting, the PBA may present such grievance in writing within

ten (10) days thereafter to the New Jersey State Public Employment Relations Commission for non-binding arbitration.

(e) In a dispute involving disciplinary action, the Commission, or the arbitrator so selected shall make recommendations and finding of facts, which are not binding to either party which may include but shall not be limited to the right to reinstate with or without full back pay, to suspend or to discharge employees.

(f) The time limits specified in the preceding sections of this Article shall not include Saturdays, Sundays, or holidays and such time limits may be extended by mutual agreement of all parties. The steps provided for herein may be waived by mutual agreement of the parties.

(g) If a grievance is not submitted within the prescribed time limits as hereinbefore provided, including the provisions for the limit extensions, it shall be deemed settled. If the Township fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, including the provisions for time limit extensions, such grievance may be processed to the next step.

### Section 3. GRIEVANCE COMMITTEE

The employer shall permit PBA members of the Grievance Committee (not exceeding 3), to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members

without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

## ARTICLE VII

### SICK LEAVE

#### Section 1.

Sick leave with pay shall be credited each permanent full-time employee on the basis of  $1\frac{1}{4}$  days per month of continuous service and shall be cumulative from year to year after the first year. During the first year, 1 day per month shall be credited.

#### Section 2.

In all cases of reported illness or disability, the Township reserves the right to have a physician designated by the Township to examine and report on the condition of the patient-employee to the Department Head, Municipal Manager and Township Committee.

#### Section 3.

When the absence on account of illness or disability does not exceed three (3) days normally the employee's statement of the cause will be accepted without a supporting statement from his attending physician, unless there is a pattern of abuse of absenteeism, provided the Township may have any employee examined by a licensed physician at any time it elects to do so. The Township also reserves the right to waive this requirement or to require the employee to be examined by a physician designated by the Township and to have the employee certified as fit for duty, before the employee returns to work.

Section 4.

During protracted periods of illness or disability the Township may require interim reports on the condition of the patient at weekly or bi-weekly periods from the attending physician and/or a physician designated by the Township. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

Section 5.

The Township will maintain record cards for each employee, upon which he will record the total sick leave. All absences will be maintained upon these cards and all sick leave earned and consumed or used for each completed continuous service year will be shown on this record. Employees having exhausted all of their sick leave will not receive any further sick leave or compensation in lieu thereof until same has been accumulated and earned by the employee's subsequent service.

Section 6.

Where employees have left the Township's employ and subsequently are re-employed, the date of re-employment is to be used as employee's service date with the Township for purposes of crediting sick leave.

Section 7.

Sick leave may be allowed for ordinary dental care and for the service of an oculist for normal eye care when such professional services are not available outside of work hours.



Section 8.

Any employee on sick leave, and receiving his normal compensation, who in addition qualified for payments under Workmen's Compensation weekly benefits, shall during the period he is receiving such weekly benefits be entitled only to that portion of his regular salary which, with the Workmen's Compensation payments, equal his normal salary.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1.

Leave of absence without pay may be requested by any employee who shall submit in writing all facts bearing on the request to his Department Head who will append his recommendation and forward the request to the Committeeman in charge for consideration by the Township Committee. Each case will be considered on its merits and without establishing a precedent.

ARTICLE IX

DEATH IN FAMILY

Section 1.

Every employee shall be granted leave with pay upon the death of a member of his family. Such leave shall be from the day of death up to and including the day of burial but not to exceed three (3) continuous days. If the funeral is outside of the State of New Jersey additional travel time, up to a maximum of five (5) continuous days, may be granted upon receiving prior approval for same by the Chief of Police. Family shall

include spouse, children, parents, brothers, sisters and spouse's parents, and grandparents of employee or spouse or the death of a relative who resides with the employee or with whom the employee resides. Leave of absence may be less than three (3) continuous days and five (5) continuous days for travel time if death occurs outside the State of New Jersey. Each case to be decided on its own merits and circumstances, and shall not set precedent.

## ARTICLE X

### HOURS

#### Section 1.

The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee services continuously throughout the seven (7) day week and the average work week for each employee shall be forty (40) hours.

## ARTICLE XI

### OVERTIME

#### Section 1.

The Employer agrees that overtime, consisting of time and one-half shall be paid to all employees covered by this Agreement for hours worked in excess of the normal work day.

#### Section 2.

Employees shall not be paid overtime for hours of work in excess of the normal work day unless such overtime is authorized by the Chief or his designee (a) The need for overtime shall be at the discretion of the Chief on a need basis, where the

successful completion of an assignment or investigation is deemed in the best interest and safety of the Township. (b) Completion of an assignment will be transferred to an oncoming shift when feasible: when it is not feasible for such reasons as, work load or when the employee is in fresh or hot pursuit in an investigation, it shall be deemed that this is of emergent nature and overtime is authorized. (c) When the Chief feels the need for extra manpower, he may authorize such overtime, as per the rules and regulations of the department. It is further understood that the department head is totally responsible for the authenticity of such a need.

#### Section 3.

It is recognized that employees may be required to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no payment shall be paid for a fifteen (15) minute period prior to the commencement of a tour or for a fifteen (15) minute period at the termination of a tour, but in the event an employee is required to report earlier or to remain beyond fifteen (15) minutes after the end of a tour, the employee shall be paid the overtime rate for all time worked in excess of the normal hours of work per day.

#### Section 4.

Each employee who shall hold the rank of police officer or sergeant and one detective lieutenant, shall be entitled, for the calendar year of 1978 to a stipend in the amount of \$400.00 as

compensation for all court time, that is, for time spent in legal proceedings at such times that the said employee was not otherwise scheduled to be on active duty, the court time to include the four (4) Lt. Watch Commanders. For the calendar year 1978, said stipend shall be in the total amount of \$400.00, which shall be payable \$200.00 the 1st payday in July, 1978 and \$200.00 the 1st payday in December, 1978.

## ARTICLE XII

### VACATIONS

#### Section 1.

Each member of the PBA shall be entitled to a vacation in accordance with the terms and provisions of the now in effect municipal ordinance which specifically provides for same.

## ARTICLE XIII

### HOLIDAYS

#### Section 1.

The following shall be recognized as Holidays paid at the employees daily base rate under this Agreement: New Years Day; Good Friday; Memorial Day; General Election Day; Veterans Day; Columbus Day; Washington's Birthday; Lincoln's Birthday; Independence Day (4th of July); Labor Day; Thanksgiving Day; Christmas Day.

#### Section 2.

When any of the above Holidays is in conflict with an employee's religious belief, such employee may substitute a religious holiday of his belief, provided he gives adequate notice

and approval is given by the Chief of Police.

ARTICLE XIV

HOSPITAL, MEDICAL AND DENTAL BENEFITS

Section 1.

Each member of the PBA shall be entitled to hospital, medical and dental benefits in accordance with the terms and provisions of the now in effect municipal ordinance and hospital, medical and dental plans now in force and effect which specifically provide for same.

Section 2.

A "Free Standing Vision Care Plan" shall become effective July 1, 1978, which plan shall be instituted by the employer and shall be paid as follows: Between July 1, 1978 and December 31, 1978 - Fifty Percent (50%) by the Employer and Fifty Percent (50%) by the Employees. Any new employee employed after July 1, 1978 shall be responsible to pay one half ( $\frac{1}{2}$ ) of the said plan for the first six (6) months. Beginning January 1, 1979 the employer shall pay the full amount of said plan for the benefit of each employee, except for new employees as stated above.

Section 3.

Upon retirement the employee shall continue to be carried on and covered under the employer's Hospitalization plans then in effect, to be paid solely by the employee, at the option of the employee. The employer agrees to obtain such hospital plan coverage to cover retired employees.

ARTICLE XV

CLOTHING ALLOWANCE

Section 1.

A clothing allowance in the amount of \$400 per year shall be paid by the Township of Lakewood to all permanent sworn police officers as heretofore.

Section 2.

The Township of Lakewood shall provide for an initial clothing outlay to completely and adequately outfit new employees upon resolution certifying such officer a permanent member of the Lakewood Police Department. The initial clothing outlay shall be in lieu of the \$400 clothing allowance for the first year.

ARTICLE XVI

PERSONAL DAYS

Section 1.

Employees shall be entitled to two (2) paid personal days per year in addition to the Holidays authorized in Section 1 of Article XIII. One (1) personal day shall be allowed for any reason whatsoever. The other personal day shall be allowed for personal business that cannot be conducted outside of assigned work hours. This personal day shall be approved by the Chief of Police and defined as follows:

- (a) Serious illness or accident in the immediate family
- (b) Household emergencies
- (c) Marriage
- (d) Legal business

- (e) Commencement exercises
- (f) Religious observances
- (g) Other extremely unusual commitments  
or emergencies

Second personal leave day request must give specific reason for the request on the leave form.

Requests must be submitted five (5) days in advance except in emergency cases.

Specifically, but not limited to, the following activities are not considered for the second personal leave day:

- (a) Social activities
- (b) Extension of holidays or vacations
- (c) Studying or preparing for exams

#### Section 2.

Should the Township Committee, because of a snow emergency or because of a special holiday proclaimed by the President of the United States, or the Governor of the State of New Jersey, or the Township Committee, close the Township Administration Offices, thereby giving time off to personnel employees there, the employees covered by this Agreement shall receive equal time off at such time that will not interfere with efficient police operations.

### ARTICLE XVII

#### HIGHER EDUCATION INCENTIVE PAY

#### Section 1.

In addition to his regular rate of pay, an employee who

has attained a baccalaureate or higher degree from an accredited college, institution or university, shall be entitled to an additional annual stipend of \$500.00.

Section 2.

In addition to his regular rate of pay, an employee who has attained an Associate degree from an accredited college, institution or university, shall be entitled to an additional annual stipend of \$200.00.

ARTICLE XVIII

LONGEVITY PAY

In addition to his regular rate of pay, an employee shall be entitled to an additional annual payment of \$200.00 for each four-year period of continuous service in the department.

ARTICLE XIX

BULLETIN BOARD

Section 1.

The employer will provide a Bulletin Board in a non-public location in the Patrol Division Headquarters for the use of the PBA for posting notices concerning PBA business and activities. All such notices shall be posted only upon the authority of officially designated PBA representatives and shall not contain salacious, inflammatory or annoying material.

ARTICLE XX

SAVINGS CLAUSE

Section 1.

It is understood and agreed that if any provisions of



this Agreement or the application of this 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.

Nothing in this Agreement shall serve to supercede or invalidate any provisions of the Revised General Ordinances of the Township of Lakewood, except as specifically amended by the terms of this Agreement.

#### ARTICLE XXI

#### CONDUCT AND ETHICS

##### Section 1.

All employees are expected to maintain a high standard of professional and personal conduct and ethics in order to assure efficient and effective service to the citizens of the Township of Lakewood.

##### Section 2.

The following shall serve as a guide for professional conduct and ethics:

A. No employee shall engage in outside employment or other activity which interferes in any way with the full performance of his duties and responsibilities.

B. No employee shall have a direct or indirect financial interest that conflicts substantially with his duties and responsibilities.

C. No employee shall use or allow the use of government property of any kind for other than officially approved activities.

D. No employee shall use or allow the use of official information gained through employment which has not been made available to the general public for furthering a private interest.

E. No employee shall participate in any gambling activities while on duty or while on Police Department premises.

F. No employee shall engage in acts of riot or civil disorder involving violence to person or property.

G. No employee shall engage in criminal, dishonest, or notoriously disgraceful conduct prejudicial to the Department.

Section 3.

Conduct in violation of the above standards may subject an employee to disciplinary action through the process of departmental hearing.

ARTICLE XXII

SALARY

The annual basic salary for each employee of the Department, for the period designated, shall be as follows:

A. For the calendar year of 1978 each employee shall be entitled to a wage increase of Seven Percent (7%) of the basic rate of pay to which he was entitled during the calendar year of 1977 as set forth in applicable Municipal Ordinances and Municipal Resolutions implementing same.

B. For the calendar year of 1978, each employee shall be entitled to annual basic salary as set forth in Schedule "A" annexed hereto.

DURATION OF THE AGREEMENT

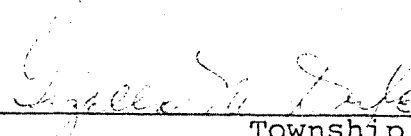
This Agreement shall be in full force and effect as of January 1, 1978 and shall remain in effect to and including December 31, 1978.

This Agreement shall continue and remain in full force and effect from year to year thereafter until such time as its terms are modified, amended, or recinded by a newly executed Contract. The parties hereto agree to begin negotiations not more than 180 days and not less than 150 days before expiration of this Agreement; and shall negotiate in good faith and diligence to effect settlement prior to December 31, 1978.

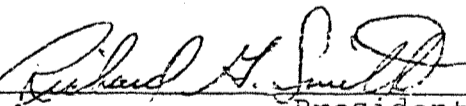
TOWNSHIP OF LAKEWOOD

By  Mayor

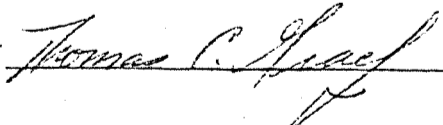
ATTEST:

By  Township Clerk

POLICEMEN'S BENEVOLENT  
ASSOCIATION  
LOCAL NO. 71

By  President

ATTEST:

By 

SCHEDULE A  
ANNUAL COMPENSATION SCHEDULE  
FOR CLASSIFIED SERVICE  
1978 - POLICE

STEP 1	2	3	4	RANGE
<u>Police Chief</u>				P-1
29,291	30,495			\$4,000 above Deputy Police Chief
<u>Deputy Police Chief - Grade 1 (over 1 year)</u>				P-2
26,495				10% above Captain - Grade 1
<u>Deputy Police Chief - Grade 2 (under 1 year)</u>				P-3
25,291				5% above Captain - Grade 1
<u>Captain - Grade 1 (over 1 year)</u>				P-4
24,087				10% above Lieutenant - Grade 1
<u>Captain - Grade 2 (under 1 year)</u>				P-5
22,993				5% above Lieutenant - Grade 1
<u>Lieutenant - Grade 1 (over 1 year)</u>				P-6
21,898				10% above Sergeant - Grade 1
<u>Lieutenant - Grade 2 (under 1 year)</u>				P-7
20,902				5% above Sergeant - Grade 1
<u>Sergeant - Grade 1 (over 1 year)</u>				P-8
19,907				10% above top Police Officer
<u>Sergeant - Grade 2 (under 1 year)</u>				P-9
19,003				5% above top Police Officer
<u>Police Officer (Detective) - Firefighter</u>				P-10
11,332	13,088	14,947	18,098	P-10

SCHEDULE A  
ANNUAL COMPENSATION SCHEDULE  
FOR CLASSIFIED SERVICE  
1978 - POLICE

1. Differential of \$200 in pay between Detective and other Divisions and to be added to scale of Detective Personnel as applicable.
2. Additional \$500 is added to pay scale for Police Officers with 4 year College Degree, where applicable.
3. Additional \$200 is added to pay scale for Police Officers with 2 year College Degree, where applicable.
4. Longevity to be computed on 4 year basis at \$200/4 years of service.
5. Clothing allowance shall be on a basis of \$400 per annum.
6. \$400 to be Paid to all Police Officers, Sergeants and to one Detective Lieutenant  
---- payable \$200 1st payday in July and \$200 first payday in December, for Court Time,  
the Court Time to include the four (4) Lt. Watch Commanders.