

Contract no. 273

F

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

AUG 18 1992

RUTGERS UNIVERSITY

A G R E E M E N T

Between

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

and

NEPTUNE CITY POLICE OFFICERS ASSOCIATION
OF POLICEMENS BENEVOLENT ASSOCIATION
LOCAL 50

EFFECTIVE: January 1, 1990 through December 31, 1992

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	1
II	MANAGEMENT RIGHTS	2
III	GRIEVANCE PROCEDURE	3
IV	SUSPENSION AND DISCHARGE	7
V	NO STRIKE - NO LOCKOUT	7
VI	HOURS OF WORK	9
VII	OVERTIME	9
VIII	WAGES	12
IX	PLEDGE OF HIGH QUALITY	12
X	LONGEVITY	13
XI	CLOTHING ALLOWANCE	14
XII	HOLIDAYS	<u>15</u>
XIII	PERSONAL DAYS	16
XIV	VACATIONS	17
XV	INSURANCE AND MEDICAL BENEFITS	18
XVI	SICK LEAVE AND BEREAVEMENT	19
XVII	SAVINGS CLAUSE	22
XVIII	DURATION	23

PREAMBLE

This Agreement, made this day of _____, 1990, 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, 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 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 of 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 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/her 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 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 department 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 participation 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) hour 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 the rate of one and one-half (1 1/2) hour for each hour.

Section 4. In the event that an employee is required to appear as a witness in any judicial proceeding outside his shift assignment, arising directly out of his employment, he shall be guaranteed one (1) hour at double time, irrespective of time spent and shall receive time and one half for any time past the first hour.

Section 5. 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.

Accumulated compensatory time will not exceed forty (40) hours for the current calendar year, and any excess must be requested to be taken off within fifteen (15) days or it will be assigned off by the Chief of Police. In addition no employee shall be permitted to take a combination of personal or compensatory time off that exceeds three (3) consecutive days without prior approval of the Chief.

Any requested change of personal or compensatory time off affecting another individual's schedule that is less than thirty (30) days into the schedule must be approved by that individual prior to submitting the request to the Chief.

During the year an employee may request to convert accumulated compensatory time to paid overtime. This shall be requested through the Chief of Police or his designee and shall be paid to the employee on the next pay period following the request, providing the funds are remaining in the budget.

Accumulated compensatory time may be carried over from one calendar year to the next.

ARTICLE VIII

WAGES

Section 1. Effective January 1, 1990, the following salary guide will be in effect for all employees in the Unit.

	1990	1991	1992
Academy	20% Below Probationary		
Probationary Patrolman	\$23,319	\$25,068	\$26,948
Patrolman First Year	25,302	27,200	29,240
Patrolman Second Year	30,074	32,329	34,754
Patrolman Third Year	32,461	34,895	37,512
Patrolman Fourth Year	37,235	40,028	43,029
Sergeant	39,620	42,592	45,786
Lieutenant	41,985	45,134	48,519

Section 3. Detectives shall receive an additional increment in salary at the rate of \$750.00.

ARTICLE IX

FLEDGE 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 thereby continue to improve services to the community, and, the Borough agrees to cooperate with the Union to accomplish this objective.

ARTICLE X

LONGEVITY

Section 1. 1990 Longevity Compensation.

In addition to salaries, wages or other payments hereunder, employees shall receive longevity compensation at the rate of \$425.00 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.

Section 2. 1991 Longevity Compensation.

In addition to salaries, wages or other payments hereunder, employees shall receive longevity compensation at the rate of \$450.00 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.

Section 3. 1992 Longevity Compensation.

In addition to salaries, wages or other payments hereunder, employees shall receive longevity compensation at the rate of \$475.00 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.

Section 3. It is understood and agreed between the parties, notwithstanding the fact that these longevity increments are payable as part of basic salary and shall not be paid to the employee until November 15 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 1990 paid in the sum of \$525.00 per employee, per annum, and in 1991, the sum of \$550.00 per employee, per annum, and in 1992 the sum of \$575.00 per employee, per annum.

Effective in 1990, the Employer agrees to pay each employee of the Police Department covered by this Agreement a clothing maintenance allowance in the amount of \$525.00, in 1991, a clothing maintenance allowance in the amount of \$550.00, in 1992, a clothing maintenance allowance in the amount \$575.00.

The clothing maintenance allowance shall be paid in one lump sum once per calendar year on November 15. Said clothing allowance shall be prorated for an officer whose service with the Police Department is terminated for any reason during the calendar year.

Any uniform or clothing or personal articles, excluding jewelry, damaged or destroyed in the performance of duty

shall be replaced by the Borough as soon as possible. Any restitution deemed appropriate by the courts in event clothing or articles were damaged due to an arrest, shall be paid to the Borough.

ARTICLE XII

HOLIDAYS

Section 1. There shall be thirteen (13) recognized holidays paid at eight (8) hours straight time under this Agreement.

Section 2. Holiday compensation shall be paid in a lump sum once per calendar year on November 15. The recognized holidays are:

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

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

Section 5. 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 holiday. In the event any of the aforesaid 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 the term of this Agreement. 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 days.

No employee shall be permitted to take a combination of personal or compensatory time off that exceeds three (3) consecutive days without prior approval of the Chief.

Any requested change of personal or compensatory time off affecting another individual's schedule that is less than thirty (30) days into the schedule must be approved by

that individual prior to submitting the request to the Chief.

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>
6 months through 1 year	1 day per 2 months to a maximum of 5 days.
After 1 complete year through 5 complete years	10 working days
6th year through 8 complete years	15 working days
9th year through 15 complete years	20 working days
Start of the 16th 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 is 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 if 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 shall 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.

Existing dental plan benefits shall be continued during the term of this Agreement for the benefit of all employees covered under this Agreement. This Dental Plan is known as International Health Care Services, Inc. and includes all services and payments outlined in their proposal dated May 5, 1983.

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 comparable 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.

Employees can keep group medical benefits after regular retirement or at least twenty-five (25) years by paying premiums in advance to the Borough.

ARTICLE XVI

SICK LEAVE AND BEREAVEMENT

Section 1. Sick leave is defined as any absence from duty because of illness or accident not arising out of an employee's course of employment and may be used by an employee for personal illness, illness in his immediate family which includes only his/her spouse and children, and requires his/her attendance upon the ill member, quarantine restriction, pregnancy or disabling injuries.

Section 2. Permanent full time employees of the Police Department on an annual salary shall be granted sick leave hereinbefore defined, with pay to which eligible, as follows:

A. All employees hired as of January 1, 1972 and still employed by the Borough shall, accumulate sick leave at the

rate of 10 hours for each full month of service, or fifteen (15) days a year for each year of 1990, 1991, and 1992. The fifteen (15) days sick leave shall apply only to those employees who have completed five years service. Employees with less than five years' service shall during the first twelve months of service with the Police Department accumulate sick leave at the rate of eight (8) hours per month or twelve (12) days per year until they reach five years' service.

The amount of such leave not taken shall accumulate from year to year to his or her credit up until the employee's separation with the Police Department.

B. All employee's upon separation from the Police Department, shall be entitled to one-half pay (1/2) at the rate of pay in effect at the time of separation for each full day of unused accumulated sick leave up to a maximum of three hundred (300) days which is the equivalent of one hundred fifty (150) days' pay.

C. Said accumulated sick leave shall be paid to the employee in one lump sum upon separation from employment with the Police Department.

D. In the event that an employee separates from the Department within five (5) years of his or her starting date, all of the aforementioned accumulated sick leave benefits will be NULL AND VOID, unless that separation is a disability retirement.

E. Any employee who takes sick leave after he has already worked a portion of the work day, may use one-half (1/2) day of his sick leave benefits.

F. The Borough of Neptune City retains the right in its discretion to extend the period of sick leave aforementioned beyond the terms previously cited.

G. In the event of the employee's death prior to his or her separation, all accumulated sick leave benefits will be paid on the basis noted in this section noted above to the employee's designated beneficiary or estate.

Section 3. The Police Chief or the Police Committee may require a certificate from a licensed physician approved by the governing body as proof of illness. An employee must promptly notify his superior officer of intended absence from work. Notification shall be made before the employee's usual starting time. Failure to notify his superior officer may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

Section 4. BEREAVEMENT LEAVE.

A. In the case of death in the immediate family, an employee shall be granted leave and suffer no loss of regular straight time pay from the day of death, up to and including the day of the funeral.

B. Immediate family shall be defined as the employee's spouse, child, stepchild, mother, father, brother, sister, employee's grandparents and spouse's grandparents,

son-in-law, daughter-in-law, grandchildren, mother-in-law and father-in-law.

C. Reasonable verification of the event may be required by the Borough of Neptune City.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of bereavement.

E. A member of the Police Department may make a request to the Chief of Police for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Chief of Police, shall be charged at the option of the employee as a personal day or against accumulated compensatory time off.

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 of Neptune City 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, 1990 and shall terminate on December 31, 1992.

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 right 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 _____ day of _____, 1990.

ATTEST:

Borough Clerk

THE BOROUGH OF NEPTUNE CITY
COUNTY OF MONMOUTH, NEW JERSEY

BY: _____

BY: _____

BY: _____

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

ATTEST:

Borough Clerk

BY: _____

BY: _____

BY: _____