

*Contract no. 600*

1989-1991  
CONTRACT AGREEMENT

BOROUGH OF UNION BEACH and  
PBA LOCAL 291, Police-  
men's Benevolent  
Association

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE . . . . .	1
ARTICLE I - Recognition of Scope of Agreement. . . . .	2
ARTICLE II - Collective Bargaining Procedure . . . . .	3
ARTICLE III - Conducting Union Business on Employer's Time . . . . .	4
ARTICLE IV - Discrimination and Coercion . . . . .	5
ARTICLE V - Sick Leave . . . . .	6
ARTICLE VI - Management . . . . .	10
ARTICLE VI(A) - Rules and Regulations. . . . .	12
ARTICLE VII - Hours . . . . .	14
ARTICLE VIII - Overtime . . . . .	16
ARTICLE IX - Vacations . . . . .	19
ARTICLE X - Special Leave. . . . .	22
ARTICLE XI - Other Leaves. . . . .	24
ARTICLE XII - Contract for Group Insurance . . . . .	26
ARTICLE XIII - Clothing Allowance . . . . .	27
ARTICLE XIV - Pensions . . . . .	29
ARTICLE XV - Vacancies . . . . .	30
ARTICLE XVI - Discharge and Suspension . . . . .	32
ARTICLE XVII - Grievance Procedure . . . . .	33
ARTICLE XVIII - Arbitration . . . . .	35
ARTICLE XIX - Base Salary . . . . .	36
ARTICLE XX - Outside Employment . . . . .	39
ARTICLE XXI - Terminal Leave . . . . .	40
ARTICLE XXII - Maintenance of Operations . . . . .	41

ARTICLE XXIII - Educational Incentive . . . . .	43
ARTICLE XXIV - Savings Clause . . . . .	44
ARTICLE XXV - Duration . . . . .	45
ARTICLE XXVI - Completeness of Agreement . . . . .	46

PREAMBLE

This Agreement made and entered into from January 1, 1989 through December 31, 1991, by and between the Borough of Union Beach, a Municipality in the County of Monmouth, State of New Jersey, hereinafter referred to as the "Employer", or the "Borough", and the PBA LOCAL 291, POLICEMEN'S BENEVOLENT ASSOCIATION hereinafter referred to as the "Association", and represents the complete and final understanding by the parties on all bargainable issues.

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The employer hereby recognizes the Union as the sole and exclusive representative of all employees in the negotiating unit as defined in Article I, Section 2 herein, for the purposes of collective bargaining and all activities and processes relative thereto.

Section 2. The bargaining unit shall consist of all the regular, full-time patrolmen of the Police Department of Union Beach excluding all superior officers, except Sergeants. Reference to male police officers shall include female police officers as well, if any.

ARTICLE II  
COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work 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 Employer or his designee, and the President of the Union or his designee, 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 of either party.

Section 3. One employee of the Employer, who may be designated by the Union to participate in collective bargaining meetings for the purpose of negotiation of a collective bargaining agreement, will be excused from his work assignment without loss of regular straight time pay provided that he shall notify the Chief of Police at least twenty four hours in advance of any collective bargaining meetings. The Union may designate other members to represent them but in no event shall the number of employees excused from work assignments exceed one (1).

### ARTICLE III

#### CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

##### Section 1. Grievance Committee

The Employer shall permit members of the Grievance Committee (not to exceed three (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. Only one (1) member of the Grievance Committee shall be permitted to conduct the business of the Committee at any one time except that the three (3) members of the Grievance Committee shall be permitted to confer with the Police Chief, or his designee, whenever a grievance reaches that level.

##### Section 2. Membership of Committee

It is to be stipulated that the Grievance Committee shall consist of two (2) patrolmen selected each year by the PBA and one Councilman selected each year by the Councilman who is the Chairman of the Borough Public Safety Committee. In no event should the grievant be a member of the Grievance Committee nor the respondent to the grievance.

All of the above subject to the approval of Article XVIII "Grievance Procedure".

ARTICLE IV

DISCRIMINATION AND COERCION

There shall be no discrimination, interference, or coercion by the Employer, or any of its agents, against employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Association. The Employer shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.



ARTICLE V  
SICK LEAVE

Section 1. Every employee shall, in addition to his or her annual vacation-leave with pay, be granted sick leave, as hereinafter defined, with pay of 15 working days in every calendar year. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave of absence with pay if and when needed; provided that the municipality shall not require any of its employees who may be disabled either through injury or illness as a result or, or arising from his respective employment, to utilize the sick leave accumulated under this section during such period of disability.

Section 2. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall submit medical evidence substantiating the illness.

Section 3. An employee absent on sick leave shall report his absence at least three (3) hours prior to the start of his shift except where emergent circumstances would prevent the employee from doing so. In those instances, the employee shall report his absence as promptly as possible.

Section 4. LEAVES OF ABSENCE

The employer agrees to pay employees at their regular rate of pay during period of job connected disability due to illness, injury or recuperation therefrom for a maximum period of one (1) year from

the date of such disability, provided such employee is incapable of performing his duties as a police officer and that such disability is established by a competent physician.

Section 5. The Employer retains the right in its discretion to extend this period of this payment for such job connected disability due to illness or injury beyond one (1) year.

Section 6. The Employer may require at any time during the period of such disability as described in Section 4 above, that the employee be examined by a physician selected by the employer for such purposes.

Section 7. The appointing authority shall grant leave of absence with pay to employees disabled either through injury or illness as a result of, or arising from, their respective employment if such disability was not the result of gross negligence or an intentional act on the part of the employee. Leaves of absence provided by this Article and special leave as provided by Article X of this Agreement shall not affect in any manner whatsoever the accumulated sick leave, except as provided in Section 8 of this Article. Any amount of salary or wages paid or payable to employees because of leave granted pursuant to this section shall be reduced by the amount of any workmen's compensation award under Chapter 15 of Title 34 of the Revised Statutes made for temporary disability because of the same injury or illness requiring such leave.

The governing body, by ordinance, may provide for granting

leave of absence with pay not exceeding one year, to members and officers to its police department and force who shall be injured, ill or disabled from any cause, provided that the examining physician appointed by said governing body, shall certify to such injury, illness or disability; and that such disability was not the result of gross negligence or an intentional act on the part of the employee.

Section 8. Sick Leave Defined

8(a) Sick leave is hereby defined to mean absence from post of duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty 1 day or less, only one medical certificate shall be required for every 6 month period as sufficient proof of need of sick leave of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient.

8(b) Notwithstanding the provisions of section 8(a) of this Article, absence caused by death in the immediate family shall not be charged against the employee's accumulated sick leave unless the employee is absent from the post of duty a number of days greater than that prescribed for attendance at family funerals in Article

X, "Special Leaves".

8(c) Further notwithstanding the provisions of Section 8(a) of this Article or any other provision of this Agreement, absence caused by attendance upon a family member of the employee's immediate family seriously ill or requiring the care or attendance of such employee shall not be charged against the employee's accumulated sick leave unless and until the employee shall be absent from the post of duty for three days during the calendar year. Serious illness herein shall be defined as an illness in which an immediate family member is under a doctor's care and said doctor requires that the person be attended to at the person's place of residence.

Section 9. A current chart shall be posted by the Chief of Police or his designee on the Bulletin Board indicating the number of sick days used by each employee in current calendar year. The accumulated sick days of each employee shall be kept in his personnel file and updated at the beginning of each calendar year.

ARTICLE VI

MANAGEMENT

Section 1. The Borough of Union Beach hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States including, but without limiting the generality of the foregoing, the following rights:

a. To the executive management and administrative control of the Police Department government and its properties and facilities and police related activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.

b. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough and in that regard to establish reasonable work rules.

c. To suspend, demote, discharge or take any other appropriate disciplinary action against an employee for good and just cause according to law.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the adoption of policies rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the

Constitution and Laws of the State of New Jersey and of the United  
states.

ARTICLE VI (A)  
RULES AND REGULATIONS

Section 1. The Borough may establish and enforce reasonable and just rules and regulations in connection with its operation of the Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Association and opportunity for the discussion of the new rules and regulations shall be afforded to the Association before implementing same.

Section 2. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provisions that such employee or employees may regard the rules, regulation, order or instruction as a grievance procedure set forth in Article XVII of this Agreement.

Section 3. The Association shall have the opportunity to grieve the continuation of any rule or regulation for a period of thirty (30) calendar days after the execution date of this Agreement or the promulgation of any new rule or regulation thirty (30) calendar days after the promulgation and furnishing of same to the Association as to the reasonableness or propriety of said rule or regulation.

The foregoing shall not preclude the Association from grieving the application or interpretation of any rule or regulation in accordance with Article XVII.

Prior adopted rules and regulations shall remain in force and effect unless and until new rules are adopted pursuant to the foregoing.



## ARTICLE VII

### HOURS

SECTION 1. The hours of employment of the uniformed members and Officers of the Police Department and force in the Municipality shall not exceed TEN (10) continuous hours in any one day nor more than FORTY (40) HOURS in any one week. No such member or Officer shall be required to perform any Police duty which would involve more time than herein specified, except in case of emergency.

#### SECTION 2. HOURS:

A] The tours of duty shall be established by the employer, through the Chief of Police and same shall be posted for the following calendar year not later than DECEMBER 1st, next preceding said Calendar Year. Said tours shall include Ten Hour Steady Shift, to be established by the Chief of Police pursuant to the powers defined in ARTICLE VI herein.

B] The employer shall have the right, for efficiency of its operations, to make changes in starting and stopping times of the daily work schedule, and to vary from the work schedule and tours of duty previously assigned.

SECTION 3. The Parties further agree that they shall discuss changes in the daily or weekly work schedule which may be necessitated for the efficient operation of the work force prior to implementation of such changes, and that the PBA shall have the right to submit written recommendations with respect to any such changes. The aforesaid changes shall not be made unless the Chief of Police confers with the Designated Representative of the PBA, 24 Hours in advance unless a change is required as a result of an Emergency as defined in SECTION 4 of this ARTICLE.

Section 4. Certain Emergencies; Compensation

"Emergency" as used herein shall include any unusual condition caused by any circumstances or situation including shortages in the personnel of the police department or force caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of the public is endangered or imperiled, as shall be determined within the sole discretion of the officer, board or official having charge of the police department or force in the municipality.

The Chief of Police or his designee is empowered to determine that an emergency exists and has the authority in times of any such emergency to summon and keep on duty any paid members of the Police Department or force for a period or periods of time in excess of the hour or ordinary duty. The employer shall provide compensation for all such emergency duty by such Policemen at a rate of one and one-half ( $1\frac{1}{2}$ ) times his prevailing straight time hourly wage rate, which compensation shall be in lieu of any compensation time off otherwise due for the emergency duty so compensated.

ARTICLE VIII

OVERTIME

Section 1. In the municipality, the officer, board or official having charge or control of the police department or force has authority, in times of any emergency to summon and keep on duty any paid members of the police department or force for a period or periods of time in excess of the hours of ordinary duty. The governing body must provide compensation for all of such emergency duty by any such policeman at the rate of one and one-half (1½) times his prevailing straight time hourly wage rate, which compensation shall be in lieu of any compensatory time off otherwise due for the emergency duty so compensated.

The governing body of the municipality may, if necessary, make emergency appropriations to provide funds for the payment of such compensation as provided by law.

Section 2. 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 overtime shall be paid for a fifteen (15) minute period prior to the commencement of a tour, but in the event an employee is required to report earlier the fifteen (15) minutes after the end of a tour, the employees shall be paid the straight time rate for all the time worked in excess of the normal hours of work per day.

Section 3. In the event an employee is called in to duty other

than his normal assignment, the policeman called in shall be paid at a rate of one and one-half (1½) times his prevailing straight time hourly rate for all time worked during such period but in no such case shall he be paid for less than four (4) hours irrespective of actual time worked.

Section 4. Members of the Association who are called to alert or placed on standby shall be at home and entitled to not less than two (2) hours pay at a rate of one and one-half (1½) his prevailing straight time hourly rate during the time period or periods of such alert or standby.

Section 5. The Association agrees to share with the Employer and without compensation, the time required to successfully promote police week and open house in the furtherance of good community relations.

Section 6. The Chief of Police may, from time to time, call general police meetings, not to exceed six (6) annually, and the parties agree that no payment shall be made to the employees covered by this Agreement for attendance at said meeting.

Section 7. Overtime shall be offered to employees by seniority on a rotating list. Once overtime is taken or declined said employee rotates to the bottom of the list and must wait until all other employees take or decline overtime before it is offered to him again. If an officer is on vacation or cannot be reached by the employer he shall not rotate to the bottom of the list but the employer shall contact the next employee on the list until said position is filled.

Section 8. Any employee who is required to work on any scheduled holiday shall be paid at the rate of double time and one-half ( $2\frac{1}{2}$ ) times his prevailing straight time hourly rate.

ARTICLE IX

VACATIONS

Section 1. Annual vacation leave shall be earned at the rate of:

Effective January 1, 1989:

One (1) year but less than five (5) years.....13 working days  
Five (5) years but less than ten (10) years.....16 working days  
Ten (10) years but less than fifteen (15) years.....21 working days  
Fifteen (15) years but less than twenty (20) years.....26 working days  
Twenty-five (25) years and over.....31 working days

Effective January 1, 1990 vacation leave shall be increased by one (1) day and effective January 1, 1991 vacation leave shall be increased by one (1) day.

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of the pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

Section 2. Eligibility for vacation shall be computed as of the first day of the month in which hired.

Section 3. With the exception of the first annual anniversary date, vacations may be scheduled at any time within the calendar year of an annual anniversary date, that is, they need not be deferred until the actual anniversary date. Vacation shall be taken within the year of entitlement except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year but not consecutively with the vacation to which entitled for the second anniversary date.

Section 4. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacation must be left to the Employer, but the following conditions shall be observed in such scheduling:

(a) Selection of vacation shall be based on seniority.

(b) No employee shall be permitted to take more than three (3) consecutive weeks of vacation at one (1) time unless mutually agreed to by the parties.

(c) Assignment of vacation periods during June, July, August, and December shall be based exclusively upon seniority among the employees.

(d) No employee shall be assigned more than two (2) weeks vacation during June, July, August and December unless otherwise authorized by the Chief of Police.

(e) Vacation shall be scheduled by seniority no later than November 1, of the calendar year next preceding the year for which it is scheduled. The sign up list shall be posted on the Bulletin Board no later than January 15, for the following year. Employees shall cooperate in scheduling vacations to facilitate the Employer in preparing the following year's duty schedule. If an employee fails to schedule a vacation by September 15 of the preceding year for the following year, the Employer shall have the discretion to assign vacation to said Employee(s) in order to facilitate the following year's schedule pursuant to Article VII of this Agreement.

Section 5. Working days shall be defined in accordance with the New Jersey Administrative Code, Article IV, Title II under the Civil Service and/or Title 40A dealing with police and fire.

Section 6. The governing body shall authorize upon the death or retirement in good standing of any permanent member of the municipal police department to be paid to him or his estate the full amount of any vacation pay accrued but unpaid at the time of his death or retirement. In that event, said vacation credit shall be calculated in terms of days off, the governing body shall pay for the same at the prevailing wage at the time of death or retirement by dividing the yearly salary by 365 days to determine per diem pay rate.



ARTICLE X

SPECIAL LEAVES

Section 1. Every employee shall be granted leave with pay on the death of a member of his immediate family. Such leave shall be in accordance with the provisions of the contract herein signed. In any event, such leave shall be from the date of death up to and including the date of burial. If the funeral is outside the State of New Jersey, additional travel time shall be provided up to a maximum of five days. Family shall include spouse, children, parents, brothers, sisters and spouse's parents, brothers and sisters and grandparents of employee and/or spouse. This leave shall be with pay based on the aggregate years of service. This leave may also be utilized when employee, or the immediate family, is sick or ill and it is required for the attendance of the employee and a member of the immediate family to attend the member of the family who is seriously ill.

Section 2. The governing body of the municipality shall provide that whenever any member of the Police Department or force shall be required to appear before any grand jury or at any Municipal, Superior or Supreme Court proceedings, as a result of the performance of his duty, the time during which he is so engaged shall be considered a time of assignment to, and performance of duty. When such appearance occurs during the member's assigned duty hours, he shall suffer no loss in compensation. When such appearances occur outside his assigned duty hours, he shall receive one and one-half times his compensation rate for the entire period of time going directly to and from any Superior Court, and the time remaining in such Court.

Effective January 1, 1989, whenever any member of the Police Department or force shall be required to appear in a Municipal Court outside his assigned duty hours he shall receive no less than \$50.00. In the event that any officer shall appear in a County Court, such rate of appearance outside his assigned duty hours will be \$70.00.

Section 3. Appearance payments and on-call payments shall be limited to criminal cases. In order to be eligible for on-call payments for the Prosecutor's Office subpoenas, officers shall call in between 3:30 p.m. and 4:00 p.m. on each day of the subpoena to determine whether they must remain available for the following day. Unless the Officer is told to remain available, on-call payments will not be made.

ARTICLE XI

OTHER LEAVES

Section 1. The following shall be recognized as Holidays under this Agreement, paid at ten (10) hours:

NEW YEAR'S DAY

MARTIN LUTHER KING DAY

WASHINGTON'S BIRTHDAY

LINCOLN'S BIRTHDAY

GOOD FRIDAY

MEMORIAL DAY

JULY 4TH (INDEPENDENCE DAY)

LABOR DAY

GENERAL ELECTION DAY

VETERAN'S DAY

COLUMBUS DAY

THANKSGIVING DAY

FRIDAY FOLLOWING 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 religious belief, provided ten (10) days notice is given to the Chief of Police.

Section 3. Should other employees of the Borough receive any additional holidays or half holidays, then the members of the Police Association shall be granted the same.

Section 4. Each employee shall be permitted to take three (3) personal days for 1989 for which he shall be paid at the rate of ten (10) hours regular straight time pay. For 1990 each employee shall be permitted to take three (3) personal days for which he shall be paid at the rate of ten (10) hours regular straight time pay. For 1991 said days shall increase to four (4) personal days for each year. Each employee shall provide the Chief of Police or his designee, twenty-four hours in advance of taking a personal day, written notice of same.

ARTICLE XII

CONTRACT FOR GROUP INSURANCE

The Borough will continue to provide the same group life insurance, group medical, hospitalization and major medical plans which it presently provides to the employees for the duration of this contract period.

The Borough shall provide the in force and effect dental plan of the Union Beach Board of Education to the employees and their dependants in accordance with the provisions in force and effect. The commencement of said plan shall be October 1, 1983, or as soon thereafter as can be provided in accordance with the policies of Prudential Insurance Company.

ARTICLE XIII

CLOTHING ALLOWANCE

Section 1. The employer shall provide at the Borough's expense for each employee a voucher in the sum of \$750.00 representing clothing and equipment allowance due for the year 1989 to be paid to and utilized by each employee for the purpose of purchasing police clothing and equipment incidental to the requirements for the performance of the duties of a police officer. The New Jersey Public Contracts Law shall be complied with where required. Said sum shall be paid no later than the first regular meeting succeeding the final adoption of the 1989 budget.

The employer shall provide a voucher in the sum of \$800.00 for the clothing and equipment allowance to be paid to and utilized by each employee for the purpose of purchasing police clothing and equipment. Said sum shall be paid no later than the first regular meeting succeeding the final adoption of the 1990 and 1991 budgets respectively.

Section 2. The Cleaning Allowance shall be increased to \$350.00 per year and shall be paid to the officer on or before December 15, 1989 for 1989. The cleaning allowance shall be increased by \$25.00 to \$375.00 effective January 1, 1990 and shall remain the same for 1991, which shall be paid on or before December 15 of each year.

Section 3. Reimbursement of initial clothing allowance in the amount of \$350.00 shall be paid upon resolution certifying such officer a permanent member of the Union Beach Police Department, for clothing provided by any authorized uniform dealer and police equipment dealer of the State of New Jersey.

Section 4. In the event that all or any part of the present uniform is changed, then such changes shall be borne by the Employer and not to be considered part of the yearly \$750.00, \$800.00 or \$800.00 clothing allowance.

ARTICLE XIV

PENSIONS

The present Public Employees Retirement Pension shall remain in full force and effect, and the parties agree to comply with their respective duties in accordance with the appropriate laws governing same.



ARTICLE XV

VACANCIES

Section 1. The employer shall, by Ordinance, (which ordinance may be amended from time to time by ordinance) set forth the authorized allowance of personnel in the following classifications: Captains, Sergeants, Detectives (Investigative), Patrolman as assigned to the respective divisions within the Police Department. Nothing herein shall mean the municipality is compelled to fill the classifications above listed not presently filled.

Section 2. Such authorized allowance of personnel enumerated in Section 1 of this Article shall be known as the Table of Organization. The minimum manpower per each rank is as follows:

Chief	1
Captain	1
Sergeants	3
Detective	1
Patrolmen	8

Section 3. In the event of any vacancy in the Table of Organization enumerated in Section 1 and 2 of this Article, due to retirement, death, discharge, promotion or voluntary severance from the Department is filled, then such vacancy shall be filled within sixty (60) days of the effective date thereof from the existing waiting list.

Section 4. If the existing waiting list is exhausted at the time of the vacancy, and the Employer, through the Chief of Police determines by resolution to fill said vacancy then the Employer shall request or call for an appropriate test within thirty (30) days of the effective date of the vacancy and such vacancy shall be filled within thirty (30) days of the promulgation of the list resulting from the said test.

Section 5. Existing waiting list of promotions shall be valid for a period of one (1) year. The Employer reserves the right to amend such Table of Organizations as it shall deem necessary for the best interests of the Union Beach Police Department.

Section 6. Notwithstanding any of the provisions of this Article, should this Article or any of its provisions be inconsistent with the Rules and Regulations promulgated by Civil Service pursuant to Title II of the Revised Statutes of New Jersey then said Civil Service provisions shall be followed.

ARTICLE XVI

DISCHARGE AND SUSPENSION

Section 1. No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth in Article XVIII entitled "Grievance Procedure".

Section 2. Upon any suspension, demotion, discharge or any other appropriate disciplinary action against any employee of this Borough a copy of such charges shall be forwarded to the President of the Association within five (5) working days after any such action against said employee is taken by the Employer.

Section 3. This Article does not apply to probationary employees.

ARTICLE XVII  
GRIEVANCE PROCEDURE

Section 1. In order to provide for the expedition and mutually satisfactory settlement of grievances, the procedure hereinafter set forth shall be followed. A Grievance is hereby defined as any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement, and may be raised by an individual, the Association on behalf of an individual, or group of individuals, or the employer.

Step One: The President of the Association or his duly authorized and designated representative, shall present and discuss the grievance or grievances orally with the immediate supervisor within thirty (30) days of the occurrence giving rise to the grievance, otherwise said grievance shall be deemed settled. The immediate supervisor shall answer the grievance within five (5) working days from the day of the presentation.

Step Two: If the grievance is not resolved at Step One or if no answer has been received by the Association within the time set forth in Step One, the Association shall present the grievance in writing within five (5) working days, furnishing one (1) copy to the Police Chief and the other to the Mayor and Council. This presentation shall set forth the position of the Association and at the request of either party, discussion may ensue. The Police Chief shall answer the grievance in writing within five (5) working days after receipt of said grievance.

Step Three: If the grievance is not resolved at Step Two or if no answer has been received by the Association within the time set forth in Step Two, the grievance may be presented in writing to the Mayor and Council within five (5) working days. The final decision of the Mayor and Council shall be given to the Association in writing within fourteen (14) days after receipt of the grievance by the Mayor and Council.

Section 2. If the grievance has not been settled by the parties at Step Three of the Grievance Procedure or if no answer in writing by the Mayor and Council has been received by the Association within the time provided in Step Three, the aggrieved party shall have the right to make a firm choice of submitting such grievance to arbitration or to avail himself of all legal remedies at his disposal as provided by Title 40A of the revised New Jersey Statutes. This will require aggrieved employee to make the election in writing, as he is not entitled to pursue both remedies. This written election remedy shall be transmitted by the President of the Association or his duly authorized representative, to the Chief of Police.

Section 3. Grievances initiated by the Employer shall be filed directly with the Association within seven (7) days after the event giving rise to the grievance has occurred. A meeting shall be held within five (5) working days after filing a grievance between representatives of the employer and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, either party may within ten (10) calendar days thereafter, file for arbitration in accordance with Article XVIII.

ARTICLE XVIII

ARBITRATION

Section 1. If a grievance is not settled under Article XVIII, such grievance shall, at the request of either the Association or the employer, be referred to the State Board of Mediation for the selection of an arbitrator according to its rules.

Section 2. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Mayor and Council unless sooner by waiver. If the aggrieved elects to pursue legal remedies provided by Title 40A, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

Section 3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall also be bound by applicable Federal and State Laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

Section 4. The cost of the services of the arbitrator shall be borne equally between the PBA and the employer.

Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XIX

BASE SALARY

Section 1. Salaries to be divided into three categories for the purpose of this contract only:

- Catagory A: Chief  
Captain  
Sgt. 1st grade
  
- Catagory B: Sgt. 2nd grade  
Detective  
Patrolman 3rd step  
Patrolman 2nd step
  
- Catagory C: Patrolman 1st step  
Probationary Patrolman

<u>INCREASES:</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
Catagory A----	\$7,000.00	8%	8%
Catagory B----	\$6,000.00	8%	8%
Catagory C----	\$3,000.00	8%	8%

<u>SALARIES</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
CHIEF-----	45,085.00	48,691.80	52,587.14
CAPTAIN-----	38,610.56	41,699.40	45,035.35
SGT 1st grade-----	37,296.03	40,279.71	43,502.08
SGT 2nd grade-----	33,630.69	36,321.15	39,226.84
DETECTIVE-----	33,630.69	36,321.15	39,226.84
PTL. 3rd step -----	32,342.43	34,929.82	37,724.21
PTL. 2nd step -----	31,009.77	33,490.55	36,169.79
PTL. 1st step -----	26,677.09	28,811.26	31,116.16
PROBATION-----	22,042.48	23,805.88	25,710.35

Section 2. The above listed grades shall be determined as follows:

Patrolman (Probationary) from the time of hiring until the probation period prescribed under Civil Service Rules and Regulations is completed.

Patrolman (Step One) from the time of completion of the probationary period for a period of one year.

Patrolman (Step Two) from the first anniversary date of the completion of the Probationary period for a period of one year.

PATROLMAN: (STEP THREE) from the second anniversary date of the completion of the Probationary Period until such time, and in the event, he is promoted by the appointing authority to the rank of SERGEANT (SECOND GRADE).

SERGEANT (SECOND GRADE) from the time he is promoted to said grade by the appointing authority for a period of Three Years.

SERGEANT (FIRST GRADE) from the completion of three years in the rank of Sergeant (Second Grade) until such time, and in the event he is promoted by the appointing authority to a higher office.

SECTION 3: (LONGEVITY) Longevity pay shall be paid to each Officer who has completed FIVE (5) YEARS of Service as a full time Police Officer in the Borough of Union Beach, as prescribed by his Civil Service hiring date as follows:

A] 3.0% of Base Salary of the employee for the rank and grade he is serving at the time of completion of FIVE (5) YEARS.

B] 4.0 % of base salary of the employee for the rank and grade he is serving at the time of completion of TEN (10) YEARS.

C] 5.0 % of base salary of the employee for the rank and grade he is serving at the time of completion of FIFTEEN (15) YEARS.

D] 6.0 % of Base Salary of the employee for the rank and grade he is serving at the time of completion of TWENTY (20) YEARS.

IT IS UNDERSTOOD by the Parties that the employee shall receive the same percentage of Longevity pay on each successive anniversary date thereafter, until his years of service entitle him to the next higher percentage. The percentage for each succeeding year shall be applied against the then existing base salary for the rank



and grade in which the employee is serving at that time. In no way is this pay to be interpreted as being cumulative but rather shall be applied only to the particular year of the entitlement.

Section 4. It is understood by the parties that the employer shall introduce an appropriate salary ordinance for 1989 at the first public meeting after January 1, 1989\* and said Ordinance shall be finally passed at the next public meeting thereafter. Upon final passage in accordance with the applicable statutes, the Borough shall pay all retroactive pay and allowances due hereunder; within two weeks of the passage of the budget. \* and execution of this Agreement.

Section 5. The Borough will pay \$10.00 Meal Allowance to any employce working more than twelve (12) consecutive hours.

Section 6. Effective January 1, 1991 add-a Midnight Shift Differential of \$100.00 per year.

ARTICLE XX

OUTSIDE EMPLOYMENT

No employee planning to or engaging in outside employment during the off duty hours shall be permitted to wear the regulation Union Beach Police Uniform without the expressed permission of the Chief of Police, or his designee. Every employee planning to engage in outside employment during the off hours wearing the regulation Union Beach Police Uniform shall submit in writing the name or names of his prospective outside employer to his commanding officer.

ARTICLE XXI  
TERMINAL LEAVE

Section 1. A member of the Department who retires or is disabled and pensioned shall be entitled to terminal leave from such accrued leave as set forth and provided in Article V, Section 1 of this Agreement, based on the following percentages:

Under five (5) years of service - No Terminal Leave  
Five (5) to Ten (10) years of service - 50% Terminal Leave  
Over Ten (10) years of service - 100% Terminal Leave

Section 2. The per diem for accumulated sick leave shall be a days pay for the position held by the employee. In no event shall an employce be entitled to an amount of terminal leave exceeding the equivalent of one year's salary.

ARTICLE XXII

MAINTENANCE OF OPERATIONS

Section 1. It is recognized that the need for continued and uninterrupted operation of the Borough Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

Section 2. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough of Union Beach.

Section 3. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including but not limited to publicly disavowing such action and directing all such members who participate in such activity to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

Section 4. In the event of a strike, slowdown, walkout or job action it is covenanted and agreed that participation in any

such activity by a member of the Association shall entitle the Borough to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.

Section 5. Nothing contained in this Agreement shall be construed to limit or restrict the Association in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction of damages or both, in the event of such breach by the Association or its member.

ARTICLE XXIII

EDUCATIONAL INCENTIVE

SECTION 1. The employer agrees to pay each employee of the Department, in addition to his annual salary, an education incentive based upon the following table:

- A] ASSOCIATES DEGREE . . . . . \$250.00
- B] BACHELORS DEGREE . . . . . \$500.00

SECTION 2. It is Understood and Agreed by and between the parties, however, that each employee must have a minimum of TWO (2) YEARS SERVICE with the Union Beach Police Department before he shall be entitled to receive any payment under this educational incentive plan.

IT IS FURTHER AGREED, by the Parties that those employees who received payment for College Degrees under this plan shall receive said payments annually, but these payments shall not be used in the computation of longevity or over-time payments, or for computation of pension.

COLLEGE CREDITS:

IT IS FURTHER AGREED by the Parties that beginning in the Contract Year JANUARY 1, 1990, the educational incentive will be \$15.00 per credit.

IT IS FURTHER AGREED, by the Parties that those employees who received payment for college credits under this plan shall receive said payments annually, but these payments shall not be used in the computation of longevity or over-time payments, or for computation of pension.

IT IS FURTHER UNDERSTOOD by the parties that commencing in the Contract Year, JANUARY 1, 1990, SECTION 1, PARAGRAPH A, AND B, ASSOCIATES DEGREE, (\$250.00) AND BACHELORS DEGREE (\$500.00) IS HEREBY DELETED FROM CONTRACT.

ARTICLE XXIV

SAVINGS CLAUSE

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV

SAVINGS CLAUSE

Section 1. If any provision of this Agreement or any application of this Agreement to any employce or group of employees is held invalid by operation of law or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.



ARTICLE XXV

DURATION

Section 1. The term of this Agreement shall be from January 1, 1989 through December 31, 1991.

Section 2. In the absence of written notice given no more than one hundred eighty (180) days, nor less than one hundred fifty (150) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as the appropriate notice is given prior to the annual expiration date.

Section 3. If, following receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended for an additional period of thirty (30) days from its termination date, upon fifteen (15) days notice in writing by either party to the other. In such event, however, and if the extension is accepted, any changes made shall be effective as of the expiration date. If the parties fail to reach an agreement either before the termination date or the date the extended period terminates, this Agreement shall terminate.

ARTICLE XXVI

COMPLETENESS OF AGREEMENT

In accordance with law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hands and seals this ~~16<sup>th</sup>~~ day of

~~February~~, 1989.

March

ATTEST:

BOROUGH OF UNION BEACH

Mary Sabik  
MARY SABIK, Borough Clerk

Carmen Stoppiello  
CARMEN STOPPIELLO, Mayor

POLICEMEN'S BENEVOLENT ASSOCIATION,  
LOCAL 291

Pat J. Kelly  
Vice-President P.C.A. Local 291

Detective A. Bennett