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THIS AGREEMENT, made this 1st day of January,

1974

BY AND BETWEEN

**THE BOROUGH OF PINE BEACH, a municipality
in the County of Ocean, State of New Jersey,
hereinafter called the "employer"**

AND

**POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL 171, hereinafter called the "PBA"**

WITNESSETH, that:

**, WHEREAS, it is the intent and purpose of the parties
hereto to promote and improve the harmonious and economic relations
between the employer and its employees and to establish a basic under-
standing relative to rates of pay, hours of work, and other conditions
of employment consistent with the law and established practices not
modified by this Agreement.**

**NOW, THEREFORE, in consideration of these promises
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 PBA as follows:**

ARTICLE I: RECOGNITION AND SCOPE OF AGREEMENT

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

Section II: The bargaining unit shall consist of the Chief of Police and all regular full-time police officers of the Police Department of the Borough of Pine Beach now employed or hereafter employed on a full-time basis. Full-time police officers shall not include police officers who are within the probationary period. All full-time police officers of the Police Department shall be required to satisfactorily complete the course of study and instruction offered by the Ocean County Police Academy or some training and instruction course similar thereto approved by the employer, within ninety (90) days of the completion of the probationary period.

Section III: This Agreement shall govern all wages, hours and other conditions of employment herein set forth and shall be effective for a period of three (3) years commencing January 1, 1974 and terminating December 31, 1976.

Section IV: This Agreement shall be binding upon the parties hereto.

ARTICLE II: COLLECTIVE BARGAINING PROCEDURE

Section I: 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 Borough Council of the Borough of Pine Beach, or their designee, and the PBA, or its designee, shall be the respective bargaining agent for the parties.

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

ARTICLE III: DISCRIMINATION AND COERCION

Section I: There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce employees into membership. Neither the employer nor PBA shall discriminate against any employee because of race, creed, color, national origin or political affiliation.

ARTICLE IV: SICK LEAVE

Section I: All permanent full-time employees covered by this Agreement shall be granted sick leave with pay on a twelve (12) month basis of ten (10) days. Said sick leave shall be cumulative from year to year. The employer may, at its discretion, require a doctor's certificate prior to payment for sick leave. For sick leave in excess of three (3) days, the employee shall produce a doctor's certification of the nature of the employee's illness and certifying the need for the sick leave.

Section II: If, at the end of six (6) years of employment, the employee shall have accumulated sixty (60) days of sick leave, then, in the seventh and each succeeding year thereafter of employment during which no sick leave shall be taken by the employee, the employer shall pay to the employee one-half of each such year's sick leave in cash based upon the employee's salary in each of such year.

ARTICLE V: HOURS

Section I: For all employees, other than the Chief of Police, the workday shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period, except as otherwise mutually

agreed to by the parties, and each workweek shall consist of forty (40) hours.

Section II: For the Chief of Police, the workday shall consist of not less than eight (8) consecutive hours in a twenty-four (24) hour period, except as otherwise mutually agreed to by the parties. The Chief of Police shall not engage in any other gainful employment and shall be prepared at all times, other than vacation and sick leave periods, as reasonably required to see to the proper and efficient operation of the department and its employees or as specifically directed by the employer or its designee. No overtime or other compensation in excess of the annual salary to be paid to the Chief of Police shall be authorized or be payable to the Chief of Police for work performed in excess of forty (40) hours per week. The Chief of Police shall be actively engaged in the performance of his duties for a period not less than forty (40) hours per week.

ARTICLE VI: OVERTIME

Section I: The employer agrees that compensation for overtime during authorized holidays shall consist of time and one-half and shall be paid to all employees covered by this Agreement, except the Chief of Police.

Section II: Employees shall not be paid overtime for hours in excess of forty (40) hours per week unless said overtime was authorized by the Chief of Police.

ARTICLE VII: VACATIONS

Section I: Each member of the PBA shall be entitled to a vacation, consisting of six (6) working days with pay at his established rate of pay.

Section II: Each employee shall complete one year of full time service before being eligible for vacation time. However, eligibility for vacation shall be computed as of the first day of the month in which the employee is hired.

ARTICLE VIII: HOLIDAYS

Section I: Each employee shall be compensated for nine (9) paid holidays to be scheduled at the discretion of the Chief of Police or, in the case of the Chief of Police, by the Mayor or his designee. If a holiday falls on an employee's regularly scheduled day-off, he shall be given another day-off to be determined by the Chief of Police or the Mayor or his designee, as appropriate. The nine (9) recognized holidays are as follows:

New Year's Day
Washington's Birthday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day

ARTICLE IX: INSURANCE

Section I: The employer shall provide at no cost to the employee Blue Cross, Blue Shield (Family Plan) with Rider "J" and Major Medical Benefits, the premiums of which shall be paid by the employer.

Section II: The employer shall make payments of insurance premiums on a life insurance policy on the life of each employee in the amount of Ten Thousand Dollars (\$10,000.00), with double indemnity provisions.

Section III: The employer will also provide false arrest insurance covering each employee at no cost to the employee.

ARTICLE X: CLOTHING ALLOWANCE

Section I: A clothing allowance in the amount of Three Hundred Dollars (\$300.00) for the first year shall be paid by the employer to all employees and thereafter the sum of One Hundred Fifty Dollars (\$150.00) each succeeding year.

Uniforms damaged while performing normal police duties, other than normal wear, shall be repaired or replaced by the employer upon receipt of the damaged uniform or equipment and upon the approval of the Chief of Police, or in the case of the Chief of Police, by the Mayor or his designee.

ARTICLE XI: GRIEVANCE PROCEDURE

Section I: A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedure hereinafter set forth shall be followed.

Section II: When a member of the PBA wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

1. The President of the PBA or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Chief of Police, or in the case of the Chief of Police, with the Mayor or his designee. The Chief of Police, or the Mayor or his designee, as appropriate, shall answer the grievance orally within seventy-two (72) hours.

2. If the grievance is not resolved as provided in paragraph 1 of this section, or if no answer has been received by the PBA within the time therein set forth, the PBA shall present the grievance in writing in duplicate and furnish one copy to the Chief of Police or, in the case of the Chief of Police, to the Mayor or his designee, and another copy to the Borough Clerk. Such writing shall set forth the position of the PBA and at the request of either party, the grievance shall be discussed. The Chief of Police, or in the case of the Chief of Police, the Mayor or his designee shall answer the grievance in writing within seventy-two (72) hours after receipt of the grievance setting forth the position of the employer.

3. If the grievance is not resolved as provided in paragraph 2 of this section, or if no answer has been received by the PBA within the time therein set forth, the grievance may be presented in writing to the Borough Council. The final decision of the Borough Council shall be given to the PBA in writing within fourteen (14) days after receipt of the grievance by the Borough Council.

Section III: Nothing herein is intended to deny to the employee the right of appeal as expressly granted by New Jersey Statutes.

ARTICLE XII: SALARY

Section I: The annual basic salary for each employee other than the Chief of Police shall be Eight Thousand Five Hundred Dollars (\$8,500.00) for the first year, Eight Thousand Nine Hundred Twenty-Five Dollars (\$8,925.00) for the second year and Nine Thousand Three Hundred Fifty Dollars (\$9,350.00) for the third year. The basic salary for the Chief of Police shall be Twelve Thousand Dollars (\$12,000.00) for the first year, Twelve Thousand Six Hundred Dollars (\$12,600.00) for the second year and Thirteen Thousand Two Hundred Dollars (\$13,200.00) for the third year.

ARTICLE XIII: SAVINGS CLAUSE

Section I: It is understood and agreed that if any provisions of the Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of the Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

Section II: If any such provisions are so invalid, the employer and the PBA will meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XIV: SUSPENSION

Section I: It is agreed between the employer and PBA that if an officer is suspended for any action other than disciplinary violation, he shall continue to receive pay, perform those duties as prescribed by the Police Chief, until such time as there is disposition of the matter.

ARTICLE XV: DURATION

Section I: This Agreement shall be in effect as of ~~January 1, 1974~~ to and including the 31st day of December, 1976.

Section II: In the absence of written notice given at least thirty (30) days prior to the expiration date of either party to the other of intention to terminate, this Agreement shall automatically be renewed for the period of another year, and from year to year thereafter until such time as thirty (30) days notice is given prior to the annual expiration date.

Section III: In the event such notice is given, negotiations shall begin not later than twenty-five (25) days prior to the expiration date.

Section IV: Completeness of Agreement. This Agreement constitutes the entire collective bargaining agreement between the parties and settles for the term of this Agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of 1974.

THE BOROUGH OF PINE BEACH

By *James D. Della* Mayor

Attest:

Constance Lonzson
Constance Lonzson,
Borough Clerk

POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL 171

By *Roy J. DeLoe Pres #171* President

Attest:

James Meloy Chief

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