

Ocean County

11/76 - 12/31/78

THIS AGREEMENT made this 28th day of December, 1976, by and between HARVEY CEDARS POLICE OFFICERS, who are members of P.B.A. Local 175, hereinafter referred to as Union, and BOROUGH OF HARVEY CEDARS, A public body politic, hereinafter sometimes referred to as Employer; WITNESSETH:

WHEREAS, the Harvey Cedars Police Officers, ~~xxxx~~ below ~~xxxx~~ and including the rank of sergeant, have organized themselves into a collective bargaining unit as defined by the Statutes of this State, and;

WHEREAS, the Employer has recognized this unit as the sole and exclusive bargaining agent for this group of employees, and;

WHEREAS, the parties wish to enter into an Agreement with respect to the terms and conditions of employment of members of this union;

NOW THEREFORE, BE IT RESOLVED BY THE PARTIES, as follows:

1. The Employer hereby recognizes the P.B.A. Local 175 as the sole and exclusive bargaining agent for all full-time and permanent police officers in the Borough of Harvey Cedars ~~xxxx~~ below ~~xxxx~~ and including the rank of sergeant. This Agreement and the people being affected thereby shall not include any other employees of the Borough of Harvey Cedars, whether on a part-time or full-time basis, and specifically shall exclude any present or future police officers above the rank of sergeant. This Agreement

shall also not include any part-time or special police officers retained by the Borough of Harvey Cedars. Further, it is the intention of the parties herein that all probationary police officers shall not be covered by the terms of this Agreement. A probationary police officer shall be defined as any person hired as a police officer by the Borough of Harvey Cedars and who shall be employed by the Borough for a period of less than one year. All full-time police officers who have worked for the Borough of Harvey Cedars as police officers for more than one year shall be covered by the terms of this Agreement.

2. GRIEVANCE PROCEDURE.

(a) Definition. A grievance is any complaint made by either the Union, member of the Union, or the Employer with respect to the terms and conditions of employment as are expressly provided for in this Agreement. Any term and condition of employment not so expressly provided in this Agreement shall not be subject to the grievance procedure more particularly described hereinafter.

(b) When a member of the Association, or the Union itself, wishes to present a grievance, such grievance shall be presented in the following manner, and in no other manner:

1. Within ten (10) days of the occurrence of the situation which is the basis for the grievance the Employee or the Association must speak with the Chief of Police.

2. Within three (3) working days of his receipt of this grievance by the Association or the Employee, the Chief of Police shall verbally give a response to such grievance.

3. Within five (5) days of the Chief's verbal response, and in the event the Association or the Employee is dissatisfied with same, the Employee or the Association must make a written grievance filed with the Chief setting forth the basis for the grievance and the requested relief. The Chief of Police shall respond in writing within ten (10) working days of his receipt of said written grievance.

4. After the Chief of Police gives such written response, and in the event the Employee or the Union is dissatisfied with same, then within seven (7) working days the Employee or the Association shall file said written grievance with the Mayor of the Borough of Harvey Cedars and he shall respond in writing within ten (10) working days of his receipt of the grievance.

5. If the grievant is not satisfied with the written response made by the Mayor, as an exclusive remedy available to the Employee or the Association, an action may be filed with the Superior Court of New Jersey, Law Division, Ocean County, within forty-five (45) days of the Mayor's decision.

6. It is the intention of the parties that this grievance procedure shall represent an exclusive remedy to all parties with respect to the terms and conditions of employment.

3. COMMAND AUTHORITY.

The parties recognize and agree that the command and supervisory responsibility and authority of the Police Department shall be initially in the Chief of Police. Said command and supervisory responsibility authority of the Chief of Police and the responsibility of the police officers are set forth in the attachment to this Agreement and is designated as Exhibit "A". The parties agree that this is fair and reasonable, however, the Chief of Police, in his discretion, may change said responsibilities and authority.

4. UNIFORMS.

(a) It is the responsibility of every police officer covered by this Agreement to be in proper uniform while on duty with the Borough of Harvey Cedars. Proper uniform shall be defined by the Chief of Police and may be changed from time to time within his discretion. To defer the cost of such uniforms, the Employer agrees that a complete set of uniforms as required by the Borough shall be supplied to each new police officer at the total expense of the Borough. However, for each succeeding year the Employer agrees to reimburse each police officer up to a maximum amount of \$300.00 per annum for replacement of said uniforms. The method of securing said uniforms shall be done on a voucher system as previously accomplished within the Borough's police department. The \$300.00 figure represents a maximum amount available to each man, however, if in the discretion of the police Chief

such uniform or a portion thereof is not needed, the Chief of Police may decline to approve said uniform requisition even if said police officer has not exhausted his \$300.00 per annum allowance.

(b) The uniforms need be kept in a clean and proper condition. Accordingly, each man shall be entitled to receive a sum not to exceed \$100.00 per annum for maintenance and cleaning of said uniforms. This shall be accomplished on submission of a voucher for reimbursement which is the present system utilized by the police department and which shall continue in its present form.

5. HEALTH CARE INSURANCE.

(a) The parties agree that police officers covered by the terms of this Agreement are presently covered by a health insurance program identical with that of other employees of the Borough of Harvey Cedars. The parties agree that this program shall continue and shall not be unilaterally modified without the written consent of both parties unless the Employer decides to improve said policy for the benefit of the employees. In that event this can be modified without further agreement.

6. SICK LEAVE.

(a) The parties agree that each employee covered by the terms of this Agreement shall be permitted to accrue sick leave at the rate of one (1) day per month, which sick leave accumulation shall commence January 1, 1976.

Any accumulated sick leave prior to that date shall not be part of this Agreement. It is the intention of the parties herein that no more than twelve (12) accumulated sick days may be accumulated in future years.

(b) At any time the Police Chief may request that before returning to work the Employee secure a doctors's certificate indicating that the Employee is capable of returning to work and also stating the nature of the illness or injury which caused the absence from work.

(c) It is the intention of the parties herein that in addition to sick days that the Employee is entitled to up to four (4) days per annum for the bereavement of the following "relatives":

1. Spouse
2. Parents
3. Parents-in-law
4. Child
5. Brother
6. Sister

(d) In addition to the above, a temporary leave of absence, with our without pay, may be authorized by the Chief of Police in his absolute discretion.

7. DISCRIMINATION AND COERCION.

(a) There shall be no discrimination, interference or coercion by the Employer or the Union, of any of its members, or any representative or agent thereof,

against any party involved in this Agreement. Further, the Association shall not intimidate or coerce employees into membership. Neither the Employee or Employer shall discriminate against any employee because of race, creed, color, national origin or political affiliation. Further, the Union and its individual members shall not engage in any job action, strike, work stoppage, ~~stx~~ ✓

8. HOURS.

(a) The work week shall consist of ten (10) continuous work hours four (4) days every seven (7) day period. Each work week shall be forty (40) hours long. Any work required of the Employee over forty (40) hours for said seven (7) day period shall be considered overtime and the Employee shall be paid time and a half. The Chief of Police in his discretion retains the right to change work schedules and working hours if unforeseen emergent conditions require such change.

(b) All work schedules shall be made for a period of no less than one (1) month and shall be given to all employees no less than one (1) week prior to determination of the one presently being worked, unless emergent conditions prevent such notification.

(c) Any shift changes between employees may be done with the prior written approval of the Chief of Police.

9. HOLIDAYS.

(a) There shall be ten (10) predetermined holidays for the employees of this Union which shall

be the same holidays for other permanent employees of the Borough of Harvey Cedars. In the event there is an enlargement of the number of holidays for other employees of the Borough of Harvey Cedars, such enlargement of holidays will likewise benefit the employees of this Union, even without further changes in this Agreement.

(b) In the event an Employee is required to work on any one of the ten (10) holidays prescribed by the Borough, said Employee will earn straight time and not time and one half. It is the intention of the parties herein that every employee covered by this Agreement shall receive his normal annual salary plus ten (10) days of salary for the holidays since the Employees covered by this Agreement are often required to work on said holidays.

10. OVERTIME.

(a) The Employer agrees that the compensation for overtime consisting of time and one half shall be paid to all Employees covered by this Agreement for hours worked in excess of the regular work week consisting of forty (40) hours for any given seven (7) day period, which is defined hereinabove.

(b) In the event an Employee is called on to duty other than his normal assignment for appearance in either a municipal court, grand jury or any other court, the Employee shall be paid on the following basis. If the Employee goes to the Court and if the time involved is greater than the forty (40) hour work week for any

seven (7) day period described hereinabove, then the Employee shall receive time and one half. However, if the Employee's time spent in court is during the initial forty (40) hour work week then he shall receive the normal straight time. The amount of time which shall be credited the Employee for payment under the terms of this Paragraph shall be the actual time spent in court.

(c) In the event an Employee is required to stand by for possible work, that Employee will receive compensation of one half of his regular hourly rate for that period of time for a maximum of four (4) consecutive hours. Any time that he is required to wait above four (4) consecutive hours shall not be a basis for compensation.

11. MANAGEMENT PREROGATIVE CLAUSE.

(a) The parties recognize and agree that this Agreement contains the entire understanding of the parties, and that there are no representations, promises or undertakings or terms and conditions of employment which shall be the basis for legal action by either party against the other, except those explicit provisions set forth in this Agreement. Any term and condition of employment not expressly provided for in this Agreement shall be a management prerogative and shall be reserved unto the Employer to be utilized within its discretion as provided by law.

(b) If any provisions of this Agreement are deemed to be invalid by any court of competent jurisdiction said provision so declared invalid shall not affect the terms of the remainder of this Agreement and this Agreement shall remain in full force and effect.

12. SALARY.

(a) An annual basic salary for each of the following classifications shall be as follows:

1. Patrolmen - First year (not a graduate of police academy) - \$8500.00.
2. Patrolmen - First year (graduate of police academy) - \$9000.00.
3. Patrolmen - Second year - \$10,000.00.
4. Patrolmen - Third year - \$11,000.00.
5. Patrolmen - Fourth year and subsequent years - \$12,400.00.

~~6. Sergeant - \$12,900.00~~

(b) The years described hereinabove shall be defined to mean years as a police officer in the Police Department of the Borough of Harvey Cedars and shall not apply to service performed for other police departments.

(c) The Employees covered by the terms of this Agreement shall be paid every other Thursday during the terms of this Agreement.

13. LONGEVITY INCREMENT.

(a) It is the intention of the parties herein that after four (4) years of continuous full employment service to the Borough of Harvey Cedars as a full time

police officer, that commencing the fifth year that an additional increment of 2 per cent (2%) of the base salary of the Employee for that year be paid to the Employee as a longevity increment. Thereafter, every additional fourth year an additional two per cent (2%) of the then base salary of the Employee shall also be added to the Employee's salary until a maximum total of ten per cent (10%) longevity increment is given in accordance with the terms of the Agreement. Said percentage applies to the base salary at the anniversary date for each increment. For example, and for illustration purposes only, if an individual is earning \$12,000.00 after four years of service to the Borough of Harvey Cedars he shall receive an additional increment of two per cent (2%) of \$12,000.00 a year for the next four years. During that four year period he may receive increases in his salary but the longevity increment shall only apply to the first year being the base year. Thereafter, on January 1st of the eighth year, the Employee may be entitled to an additional two per cent (2%) longevity increment for a total of four per cent (4%) longevity increment. During that second four year period and assuming, for illustration purposes, that the salary is now \$14,000.00 on January 1st of the eighth year, the increment shall be based on four per cent (4%) of \$14,000.00.

(b) The present Employees, and all future Employees, shall be entitled to the longevity increments described hereinabove on the basis of the number of years they have worked as full time employees of the

Borough of Harvey Cedars Police Department commencing in the year that they were first employed in this capacity. This longevity increment procedure shall commence in the year that the Employee is retained by the Borough of Harvey Cedars as a full time police officer and made retroactive to January 1st of that year. An employee who has worked as a police officer in other police departments or who was an employee of the Borough of Harvey Cedars in a capacity other than a police officer shall not be covered by the terms of this paragraph.

14. SUSPENSION.

(a) The Chief of Police within his absolute discretion may suspend a member of the police department with or without pay.

15. PRIVATELY OWNED VEHICLES.

(a) When, by necessity, the Employer requires an Employee to use his privately owned vehicle for a police function, the Employer agrees to reimburse the Employee on the basis of fifteen cents (15¢) per mile travel for said function. Said money shall be reimbursed to the Employee upon the submission of a proper voucher in accordance with department rules and regulations and shall be paid to him in the normal course of business by the Borough. The Employee shall be responsible for retaining all necessary insurance for his automobile and shall make no claim against the Employer for any damages arising out of the Employee's use of his automobile.

16. VACATION.

(a) Each Employee shall be entitled to receive vacation days in addition to all other days off as described in this Agreement on the following schedule:

1. Employees employed for less than one (1) year shall receive one half day for each month that he has worked during the calendar year.

2. One year to Ten Years - 10 working days.

3. Ten Years to Twenty Years - 15 working days.

4. Above Twenty Years - 20 working days.

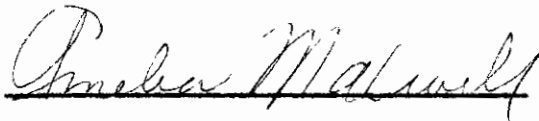
(b) Vacation time shall be permitted for each employee with the prior written approval of the Chief of Police. Each employee shall give written request of such vacation time at least thirty (30) days prior to the requested vacation time. The parties recognize that the Borough of Harvey Cedars is a seashore vacation resort area. Accordingly, no vacations will be permitted during June, July, August and September.

(c) The Employee shall be paid for his vacation time the last working day prior to the scheduled vacation.

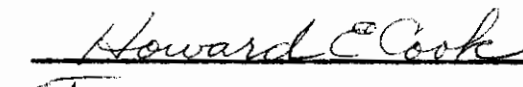
17. This Agreement shall be for a two year period commencing January 1, 1976 through December 31, 1977, however, the parties agree that the salary schedule set forth in this Agreement may be re-negotiated for

calendar year 1977. Said re-negotiation shall commence immediately upon the full execution of this Agreement and may be represented by an Addendum to this Agreement. This Agreement shall continue after December 31, 1977 unless either party gives written notice to the other of their intention to re-negotiate a Contract by December 1, 1977 and each succeeding December 1st thereafter for the following year.

ATTEST:

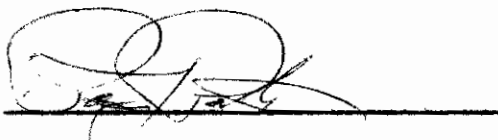


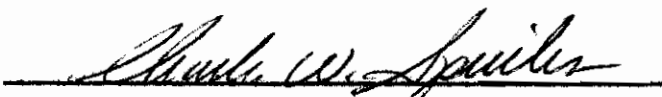
AMELIA MAXWELL, Clerk



Acting MAYOR REYNOLD THOMAS

WITNESS:





PRES., P.B.A. LOCAL 175