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RUTGERS UNIVERSITY

CONTRACT

1977-1979

THIS AGREEMENT, entered into this 28th day  
of April, 1977.

By and Between:

THE BOROUGH OF TINTON FALLS, a municipal corpor-  
ation of the State of New Jersey, with offices  
at 556 Tinton Avenue, Tinton Falls, Monmouth  
County, New Jersey, hereinafter referred to  
as the BOROUGH;

and

THE TINTON FALLS POLICE PAY COMMITTEE, repre-  
senting PBA Local 251, hereinafter referred  
to as the COMMITTEE;

which Agreement represents the complete and final under-  
standings on all bargaining issues between the Borough  
and the Committee, except as set forth herein.

ARTICLE I

RECOGNITION

The Borough recognizes the Committee for the pur-  
pose of collective negotiations including grievance handling,  
as the exclusive representative of all members of the depart-  
ment excluding the Police Director, the Chief of Police and  
one deputy, if the position of Deputy Chief is hereafter so  
designated by the governing body.

ARTICLE II

NEGOTIATIONS PROCEDURE

In accordance with the provisions of N.J.S.A. 34:13A-1, et seq., the following negotiations procedure shall be followed in all future negotiations between the parties:

1. Whenever a matter involving wages, hours or other conditions of employment is to be considered, a request for negotiations shall first be submitted to the other party in writing before September 1st next preceding the budget year in which the matter is to take effect, except as provided in Article XI, paragraph B.

2. The Borough Council reserves the right to negotiate as a committee of the whole or through committees or members of the Borough Council or by persons employed by the Borough Council.

3. All negotiations sessions shall take place at such times and places as are convenient to the negotiators. If the negotiators do not agree as to the meeting place, all meetings shall be conducted at the Borough Hall. Meetings shall be held at the request of either party.

4. No special compensation will be allowed to representatives for attendance at negotiation sessions.

5. In all other respects, negotiations between the parties shall be conducted in accordance with N.J.S.A. 34:13A-1, et seq., and the Rules and Regulations and Statement of Procedure adopted by the Public Employment Relations Commission, August 29, 1969 and such amendments thereto shall take effect hereafter.

### ARTICLE III

#### GRIEVANCE PROCEDURE

A. Definition: A grievance is defined as an alleged violation of this Agreement.

B. Purpose:

1. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the terms and conditions of employment of employees in Article I. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the police administration, and having the grievance adjusted without intervention of the Committee provided the

adjustment is not inconsistent with this agreement. The Committee will be given the opportunity to be present at such informal meetings provided the grievant requests same.

C. Procedure: An aggrieved employee shall institute action under the provisions hereof within sixty (60) calendar days of the occurrence, of which he complained. Failure to act within said sixty (60) days shall be deemed to constitute an abandonment of the grievance.

D. The following procedure is mutually agreed upon for the settlement of grievances:

1. Step One: An employee with a grievance shall first discuss it with his Shift Commander with the objective of resolving the matter informally.

2. Step Two: If the aggrieved person is not satisfied with the disposition at Step 1, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, the aggrieved person may within five (5) calendar days discuss the matter with the Police Director and shall present to the Director a statement of the grievance in writing. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance. The Director shall render his decision in writing within five (5) calendar days after presentation of a grievance to him.

3. Step Three: If the aggrieved person is not satisfied with the decision under Step 2, or if no decision has been rendered by the Director within five (5) calendar days after presentation to the Director, the aggrieved person may within five (5) calendar days present the grievance in writing to the Chairman of the Public Safety Committee. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance. The Chairman shall render his decision, in writing, within fourteen (14) calendar days after the presentation of the grievance to him.

4. Step Four: In the event that the aggrieved person is not satisfied with the decision of the Chairman of the Public Safety Committee at Step 3, or in the event that no decision has been rendered by the Chairman within fourteen (14) calendar days after presentation of the grievance to him, the matter may be presented by the aggrieved person, or the Committee on his behalf, within fourteen (14) calendar days, to the Mayor and Council. Failure to act within said fourteen (14) days shall be deemed to constitute an abandonment of the grievance. If the grievance is presented to the Mayor and Council in writing at least fourteen

(14) calendar days prior to a regularly scheduled meeting, it shall be taken up at that meeting. If the grievance is presented less than seven (7) calendar days prior to a regularly scheduled Council meeting, it may be taken up by the Mayor and Council at a special meeting or the following regularly scheduled Council meeting. After the grievance has been taken up by the Mayor and Council, a decision shall be rendered in writing no later than fourteen (14) calendar days thereafter.

5. Step Five: In the event that the aggrieved person is not satisfied with the decision of the Mayor and Council, the aggrieved person, or the Committee on his behalf, has fifteen (15) calendar days in which to request binding arbitration.

a. The Arbitrator shall be selected in accordance with the Rules and Regulations of the American Arbitration Association.

b. The Arbitrator's decision shall be binding on all parties and in writing and shall be issued not later than thirty (30) calendar days after the close of the Arbitration Hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

c. The Arbitrator shall have the power and authority to make any decision which shall bind the parties and his opinion shall be binding on all parties concerned.

d. The costs of the services of the Arbitrator shall be borne equally by the Borough and the Committee. All other expenses incidental and arising out of the Arbitration shall be paid by the party incurring same.

6. The time periods specified in Steps 2 thru 5 above may be extended by mutual agreement of the parties involved.

7. A grievance affecting a group of employees under Article I may be submitted by the Committee in accordance with the foregoing procedure.

8. Nothing herein is intended to deny an employee his rights of appeal as granted by statute or case law.

#### ARTICLE IV

##### CHARGES OR COMPLAINTS AGAINST EMPLOYEES

A. Charges or complaints in writing against any member of the Police Department shall be investigated by the Police Director. In the event the Director determines that discipline beyond a reprimand is warranted the matter may be appealed to the Public Safety Committee.

B. The Public Safety Committee may return the matter to the Director for further investigation, dismiss the matter or determine that formal charges shall ensue and refer the matter to the Mayor and Council.

C. In any case, the Borough shall follow the requirements of N.J.S.A. 40:A14-147, et seq. in connection with any charges brought against a police officer.

D. In the event of a formal hearing before the Mayor and Council, the officer will be notified in writing of the hearing date, charges, complainant's name and the names of any witnesses.

E. The accused officer or officers shall have the right to be represented by counsel during a formal hearing before the Mayor and Council and has the right to consult with and be represented by counsel at any step of the procedure.

#### ARTICLE V

#### HOLIDAYS

1. Eleven (11) designated holidays are granted as follows: New Year's, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve, and Christmas. Two (2) personal holidays are granted to be taken at the officer's discretion, consistent with the needs of the department.



2. Probationary patrolmen will be eligible for only those designated holidays which occur during their period of employment and will be eligible for one (1) personal holiday following the completion of four (4) months service and the second personal holiday following the completion of eight (8) months service. Officers engaged after April 1st of that calendar year will be granted only (1) personal holiday during that calendar year.

3. Officers thru the rank of Sergeant may elect to be paid for up to and including thirteen (13) designated and personal holidays (except as limited by 2 above) at one and one half times their regular rate. Said officers shall make this request in writing to the Police Director no later than February 1st of that calendar year. Payment will be made as follows:

Probationary Patrolmen: Payment for designated holidays will be made with the regular pay for the week in which the holiday falls. Payment for personal holidays will be made with a regular pay after becoming eligible for the holiday.

Sergeant, Patrolman 1st, 2nd and 3rd:

- a. During 1977, payment will be made during the first full week of February.

- b. During 1978, payment will be made during the first full week of April.
- c. During 1979, payment will be made during the first full week of June.

ARTICLE VI

VACATIONS

All full time officers shall be granted the following annual leave for vacation purposes with pay:

- 1. Two (2) weeks vacation for service of 1 through 4 years;
- 2. Three (3) weeks vacation for service of 5 through 14 years;
- 3. Four (4) weeks vacation for service of 15 years or more.

Time for vacation purposes should be taken in the year earned. Exceptions to this must be approved in advance by the Borough Council.

Extra compensation shall not be allowed in lieu of unused vacation, as it is desired that each officer take advantage of the annual vacation period for health, rest, relaxation and pleasure.

ARTICLE VII

CLOTHING ALLOWANCE

Each police officer covered by this Agreement shall receive a clothing allowance payable by the Borough following its May public meeting in the amounts specified below except that probationary patrolmen will not be eligible for an allowance during the calendar year in which they are first employed.

- a. Payable in May 1977 - \$400.00
- b. Payable in May 1978 - \$500.00
- c. Payable in May 1979 - \$600.00

If a mandatory and immediate change in uniform is imposed by the Borough during the life of this Agreement, reasonable judgment will be made in the prevailing clothing allowance of those officers affected by such uniform change to cover initial reoutfitting.

ARTICLE VIII

DRY CLEANING ALLOWANCE

Each police officer covered by this contract shall receive a dry cleaning allowance of \$200 per year, payable by the Borough following its May public meeting, except that probationary patrolmen shall receive one twelfth (1/12) of this allowance for each full month of employment during the calendar year in which they were first employed.

ARTICLE IX

OVERTIME

Overtime is hereby defined as the time worked in excess of the normal work schedule. Such schedule is the one which is now designated in Police Headquarters as the 20 day work cycle. Extra days off will be granted at the rate of thirteen (13) days per year, to be taken at the officer's discretion consistent with the needs of the department. All overtime work beyond any scheduled eight hour working period shall be credited as overtime, except as to overtime which is less than 15 minutes prior to such scheduled eight hour period. No pay for overtime shall be allowed unless authorized or approved by the Police Director or other designated officer.

During the period of this contract, overtime shall be computed at the rate of time and one-half of the officer's regular rate of pay in accordance with the salary schedule in Article XI herein, which shall include, in addition, the officer's college incentive and longevity payments.

In the event an officer is called in for duty on a day off, or is called in to duty after the officer has left the Borough premises, he shall be paid a minimum of three hours pay at time and one-half, regardless of the actual hours worked.

ARTICLE X

ANNUAL PHYSICAL EXAMINATION

Each police officer shall receive an annual physical examination administered by a physician and/or medical laboratory of the Borough's choice, the extent of such physical examination to be determined by the Borough after consultation with reliable medical authorities.

ARTICLE XI

SALARY GUIDE

A. Compensation will be as set forth below with 1977 compensation retroactive to January 1, 1977, and subject to the provisions of paragraph B of this Article.

B. If the total of the percent increase of the Consumer Price Index (C.P.I.) for the New York metropolitan area as reported by the Bureau of Labor Statistics for the twelve (12) month period December 31, 1976 - December 31, 1977 when added to the percent increase of the C.P.I. for the twelve (12) month period December 31, 1977 - December 31, 1978 is greater than 12%, the Committee may reopen this Agreement for the purpose of renegotiating 1979 basic wages only. The computation of the total percent increase in the C.P.I. will be made by adding the yearly percent increases which have been rounded to the nearest tenth of a percent

with .04 or less rounded down and .05 or more rounded up. The Police Pay Committee agrees to notify the Borough in writing of its intentions to renegotiate 1979 basic wages within two weeks after final 1978 C.P.I. figures are available to both parties.

	<u>Effective</u>		
	<u>1/1/77</u>	<u>1/1/78</u>	<u>1/1/79</u>
Probation	\$10,200	\$10,810	\$11,460
3rd Class	11,850	12,560	13,315
2nd Class	13,525	14,335	15,200
1st Class	15,255	16,170	17,140
Sgt.	16,600	17,785	18,855
Lt.	17,930	19,565	20,740
Capt.	19,260	21,520	22,815

ARTICLE XII

INJURY, SICKNESS AND SICK LEAVE

A. The Borough shall arrange for a group policy covering temporary disability for all of the full time members of the police department represented by the Committee commencing after three months of continuous service in the department and the cost of such coverage shall be borne and paid for entirely by the Borough.

B. Each full time member of the police department shall be entitled to sick leave with pay up to a maximum of ten days in any calendar year. Unused sick leave may be accrued to a cumulative maximum of thirty days as specified below:

1. Police Officers with ten (10) years of service on January 1, 1977 may accrue all unused 1977 sick leave. All other police officers may accrue one-half ( $\frac{1}{2}$ ) of the unused 1977 sick leave.
2. Police Officers with five (5) years of service on January 1, 1978, may accrue all unused 1978 sick leave. All other police officers may accrue one-half ( $\frac{1}{2}$ ) of the unused 1978 sick leave.
3. Commencing in 1979, all full time members of the Police Department may accrue all unused sick leave.

#### ARTICLE XIII

##### LONGEVITY

A. The schedule for computing longevity salary increases shall be based upon the completion of the years of service in the department as follows:

After 4 years through 6 years	3% of base salary
After 6 years through 8 years	4% of base salary
After 8 years through 10 years	5% of base salary
After 10 years through 12 years	6% of base salary
After 12 years through 14 years	7% of base salary
After 14 years through 16 years	8% of base salary
After 16 years through 18 years	9% of base salary
After 18 years through 20 years	10% of base salary
After 20 years to retirement	11% of base salary

#### ARTICLE XIV

##### INSURANCE

The Borough shall provide and maintain life insurance coverage in the amount of \$20,000.00 for each member covered by this Agreement, in addition to any and all insurance coverage now in effect. False arrest insurance and liability insurance shall be and is provided by the Borough as part of its overall insurance coverages.

#### ARTICLE XV

##### PROFESSIONAL EDUCATION

A. Members of the Police Department shall receive, in addition to other salaries, Twenty (\$20.00) Dollars for each credit hour earned in recognized college with a grade of C or better. Such determination shall be in accordance



with provisions of Ordinance No. 254, adopted November 6, 1969 as amended by Ordinance No. 281, adopted July 1, 1971, now in effect.

B. The additional remuneration noted in Paragraph A above, shall only be payable by the Borough upon presentation of proper certification of successful completion of the courses.

#### ARTICLE XVI

##### PBA PARTICIPATION

A. One delegate member of the Local PBA shall be permitted time off to attend the PBA State Convention pursuant to N.J.S.A.11:26C-4.

B. One representative of the Local PBA shall be allowed to attend the State PBA meetings which are held on a monthly basis. In the event said PBA meeting occurs during the regular work period of the delegate to the State PBA, his compensation shall not be reduced or increased by reason of the time off taken to attend said meeting.

#### ARTICLE XVII

##### SCOPE AND PERIOD OF CONTRACT

A. This Agreement shall be effective as of January 1, 1977 and shall remain in full force and effect for the years 1977, 1978 and 1979.

B. This Agreement is not intended to alter the rights, benefits, or obligations of members of the Department, pursuant to existing ordinances of the Borough, the Laws of the State of New Jersey and of the United States of America except that where provisions of existing resolutions of the Borough are directly inconsistent with provisions of this agreement, the provisions of this agreement shall control.

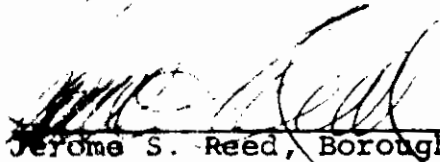
ARTICLE XVIII

ENTIRE CONTRACT

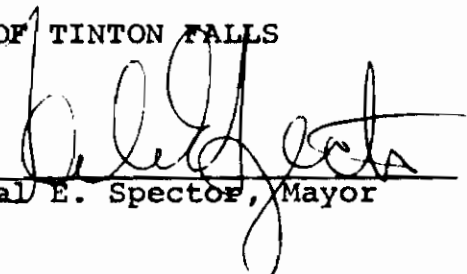
This document constitutes the entire contract between the parties hereto and shall remain in full force and effect in accordance with its terms until December, 31, 1979.

IN WITNESS WHEREOF, the parties hereunto have caused same to be executed by its respective officers or agents the day and year above written.

ATTEST:

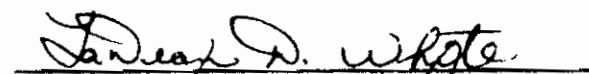
  
Jerome S. Reed, Borough Clerk

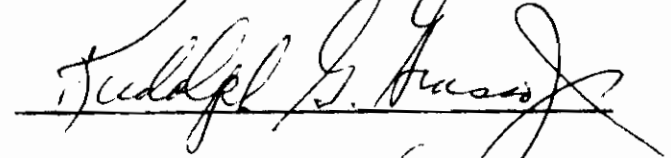
BOROUGH OF TINTON FALLS

by   
Gabriel E. Spector, Mayor

TINTON FALLS POLICE PAY COMMITTEE

  
Ronald W. Mueller

  
James D. White

  
Rudolf G. Busch

  
Wayne A. White