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EMPLOYMENT CONTRACT BETWEEN

THE BOROUGH OF MIDDLESEX, Borough Park

AND

POLICEMEN'S BENEVOLENT ASSOCIATION,

BOROUGH OF MIDDLESEX LOCAL 181

Effective: ~~X~~ From January 1, 1984 to
December 31, 1985

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ARTICLE I - Holidays and Holiday Pay

A. There shall be 12 paid holidays per year for the Middlesex Police Department plus 1 floating holiday as defined in Section E below.

New Years's Day	Veteran's Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Personal Birthday

B. In addition to the paid holidays granted to all members of the Police Department, each member of the Police Department shall be entitled to one additional day or whatever portion thereof is necessary to be used for personal emergency situations which may arise during the course of the year. In order to obtain this personal time, the member of the Police Department must first submit a written request to the Chief of Police detailing the reason for his request for personal leave and the Chief of Police must be convinced that the request is justified before granting his approval for such emergency leave request.

C. Compensatory time off up to two days will be granted for any other unusual occurrence/holidays for which other Borough employees are given time off. Any time off beyond two days will be paid time at current regular rate of pay.

D. The twelve (12) paid holidays previously negotiated will be paid by separate check in two payments, one-half in June and one-half in November of each year.

E. The Police employees would be given one additional "floating" holiday over and above the 12 holidays which are presently provided for in the contract which expired on December 31, 1983. This "floating" holiday must be taken and the employee cannot choose to be paid in lieu of taking the holiday. No more than two people can take the "floating" holiday at any one time and the holiday will be given by seniority in the event that more than two people seek to have the same "floating" holiday. One week advance notice must be given to the chief by the employee requesting a "floating" holiday except in cases of emergency. It is further understood that an employee may choose to request a "floating" holiday at the beginning or at the end of a vacation period. In the event an employee has been granted a floating holiday based upon a written request, and thereafter an employee with greater seniority requests the same holiday, seniority will not prevail and an employee may not be "bumped" because of seniority once the floating holiday has been granted.

ARTICLE II - Vacation

Vacations will be granted under the following schedule:

- 0 to 6 months - no vacation
- 6 months to 1 year - 5 working days
- 1 year to 3 years - 10 working days

Commencing January 1st of the year of which the employee will attain 4 years service, the vacation days will be increased by one additional day for each year of service over 3 years with a maximum vacation limit of 32 days. No man now enjoying a greater vacation than he would receive under the new system will lose this benefit and will continue at the present rate until his time on the job would let him fall into the system with no loss of vacation time.

All periods of employment shall be computed from January 1st of the year of appointment or employment unless the date of said appointment took place on or after July 1st, in which case said period of employment shall be computed from January 1st of the year following said appointment or employment. The payment of the above vacation benefits shall be made retroactive to January 1st of each year.

Any Police officer may, upon receiving prior approval of the Mayor and Council, carry forward up to five (5) days unused vacation time from one calendar year into the next succeeding calendar year. Persons desiring to carry forward vacation time as aforesaid must submit a written request to the Mayor and Council on or before September 1st of the year from which vacation time is to be carried forward. Each such request will be considered by the Mayor and Council in the order in which received and will be evaluated on the basis of demonstrated need and the effect on departmental operations.

ARTICLE III - Salary

The base salaries to be paid to all police officers employed by the Borough of Middlesex for the year 1984 and 1985 shall be as follows:

	1984	1985
Captain	\$30,033	\$32,285
Lieutenant	28,205	30,320
Sergeant	26,383	28,362
Patrolman "A"	24,524	26,363
Patrolman "B"	21,856	23,495
Patrolman "C"	20,593	22,137
Patrolman "D"	19,480	20,941
Patrolman "E"	18,206	19,751
Probationary Patrolman	16,936	18,206

The salaries above set forth for the various positions represent a 7½% increase across-the-board for said employees during 1984 and a 7½% across-the-board increase for said employees during 1985.

All of the above salaries for 1984 shall be retroactive to January 1, 1984.

New Class entitled "Probation Patrolman" was established as result of negotiations and base salary for 1984 was agreed upon as \$16,936

ARTICLE IV - Hospitalization and Insurance

A. The Borough of Middlesex agrees to pay for the cost of Blue Cross/Blue Shield Insurance for all employees and dependents who are a party to this contract and retired employees who had 25 years or more as Borough employees as provided under Chapter 111, P.L. 1973 (N.J.S.A.52: 14-17.38) and under N.J.S.A. 52: 14-17.25 et seq. commonly known as the New Jersey State Health Benefits Program Act.

B. The Borough held term life insurance policy will be \$6,000.00.

C. Insurance cost for long term disability insurance will be paid in full by the Borough.

D. The Borough of Middlesex agrees to continue the existing Basic Dental Plan for the year 1984. On January 1, 1985 the Borough agrees to increase the Dental Insurance Plan to include the following:

Co-Payment - Preventive and Diagnostic:	70/30
Remaining Basic Services:	70/30
Prosthodontic Benefits:	50/50
Orthodontic Benefits:	50/50

The above programs are based upon the Usual, Customary and Reasonable Fee Concept. The maximum amount payable by the carrier for the above dental services provided an eligible patient in any calendar year is \$1,000.00. Orthodontic Benefits are subject to a \$500.00 maximum per case which is separate from the \$1,000.00 maximum mentioned above applicable to Basic and Prosthodontic Benefits.

E. The Borough reserves the right to present alternate Hospitalization and Insurance proposals to the P.B.A. during the contract term.

F. The Mayor and Council will form a committee with other employees, including representatives from the police department and the Public Works Department in order to evaluate the present dental plan and to look into a new improved dental plan and this committee will make a recommendation to the Council for implementation in 1985, with the understanding that the cost for any new improved dental plan will not exceed \$4,000.00 above the cost for the existing plan.

ARTICLE V - Court Compensation

The compensation for off-duty Municipal Court appearances shall be \$15.00 per session. The compensation for off-duty appearances in County Court or any higher Court shall be \$35.00 per day. There will be no payment made in any civil court action that a man must appear in. (Retroactive to 1/1/82)

1985 compensation for off duty Municipal Court appearances for 1985 shall be increased from \$15 to \$25 per session and compensation for attendance at Grand Jury proceeding or appearances in any higher court shall be increased from \$35 per session to \$50 per session effective as of January 1, 1985.

In the event employees are required to testify on behalf of the Borough in a civil case, the Borough will attempt to have the Borough's Insurance Company reimburse police employee for testifying in such civil proceeding.

ARTICLE VI - Clothing Allowance

A. All members of the Police Department shall receive a clothing allowance for uniforms in the amount of \$800.00 per man for the year of 1984 and \$800.00 per man effective January 1, 1985.

B. Upon determination by the Chief of Police and Chairman of the Police Committee that a uniform, wristwatch or eyeglasses/contact lenses have been damaged in the line of duty the following schedule of allowance shall apply.

1. Uniform - replaced at the expense of the Borough.
2. Wristwatch up to \$25.00 shall be paid to the officer by the Borough for repair/replacement.
3. Eyeglasses/contact lenses up to \$75.00 shall be paid to the officer by the Borough for repair/replacement.

The above schedule shall be over and above the clothing allowance granted to members of the Police Department.

ARTICLE VII - Longevity Benefits

The longevity benefits which existed previously have been modified and the pre-existing longevity program which provided for a two percent increase for each five years of service without limitations, has been amended to provide that there will still be a longevity program providing for a two percent increase for each five years of service, with a maximum longevity bonus that a police officer may now expect to receive will be 8%.

All periods of employment shall be computed for January 1 of the year of appointment or employment, unless the date of said appointment took place on or after July 1, in which case said period of employment shall be computed from January 1 of the year following said appointment or employment. The payment of the above-defined additional remuneration shall be made retroactive to January 1 of each given year.

Longevity benefits shall continue as set forth above for all employees hired as of December 31, 1984, but all employees hired after December 31, 1984 will not be entitled to receive longevity benefits.

ARTICLE VIII - GRIEVANCE PROCEDURES

A. It is the policy of the Borough of Middlesex that every employee at all times be treated fairly, courteously, and with respect. Conversely, each employee is expected to accord the same treatment to his associates, supervisors and to the public.

1. PURPOSE

The purpose of this grievance procedure is to provide an orderly internal mechanism for the resolution of problems relative to sworn police employee (s).

2. DEFINITIONS

A. A "grievance" is an allegation by an employee that his rights regarding the interpretation and application of the contract, or the administrative decision affecting him, has been violated.

B. An aggrieved person is the person or person initiating the action.

(3) PROCEDURE

A. All concerned shall endeavor to secure a rapid and equitable determination to employee grievances at the lowest possible level through regular administrative channels without interfering with the normal Police Department operations and procedures and shall be kept as informal and confidential as possible.

B. If an affected employee does not commence a grievance procedure within ten (10) calendar days after the employee knew or should have known about the occurrence of a grievable event, then and in that event the grievance shall be considered waived.

C. Failure at any level of this procedure to communicate a decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level.

D. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be an abandonment of the grievance or an acceptance by the employee of the decision at that level.

E. All decisions shall be in writing with supportive reasons provided.

F. The steps in the grievance procedure shall be as follows:

Step 1. Whenever an employee has a grievance he should first present it verbally to his immediate supervisor and the supervisor must either arrange a mutually satisfactory settlement of the grievance within 48 hours or advise the employee of his inability to do so. The immediate supervisor may not make any decision contrary to existing policies of the Department.

Step 2. (a) If the grievance cannot be settled at Step 1, the employee or his representative must, if he wishes to present the grievance to a higher authority, do so in writing within 48 hours after being notified that his initial grievance has been denied. The written grievance must be submitted to the Captain within said 48 hour period (excluding weekends). A copy of the grievance shall also be submitted at that time to the Chief of Police. The grievance shall be stated as completely and clearly as possible and the employee is to sign the grievance and the Captain is to initial and date the grievance and return a copy of the grievance to the person filing the grievance, so that the grievant will have a copy of same. The grievance should be stated as completely and clearly as possible in order to permit prompt handling.

(b) The Chief of Police or the Captain acting on behalf of the Chief of Police will make a decision concerning the grievance within 48 hours (excluding weekends) after receipt of the grievance and the Chief or the Captain acting on behalf of the Chief will also submit to the grievant and to the Borough Police Committee a written report setting forth his determination with respect to the grievance and his reason for his determination. If the grievant is not satisfied with the determination made by the Chief, the grievant must, if he wishes to present the grievance to a higher authority, do so in writing within 48 hours after being notified that his grievance has been denied.

Step 3. The Borough Police Committee will conduct a hearing within 10 days after receipt of the Chief's written determination with respect to the grievance and the Borough Police Committee shall render a written decision with respect to said grievance within one week after the hearing.

Step 4. If the grievant wishes to present the grievance to the Mayor and Council, he must do so in writing within 48 hours after being notified that his grievance has been denied by the Police Committee and his grievance must be filed with the Borough Clerk and a copy of same must be given to the Chief of Police. The Borough Clerk shall present the grievance to the Mayor and Council at the next scheduled Agenda Meeting of the Mayor and Council and the Mayor and Council will conduct a hearing within two weeks after receipt of the written grievance from the borough Clerk. Thereafter, the Mayor and Council shall render a written decision with respect to said grievance within two weeks after the hearing.

Step 5. In the event an employee is dissatisfied with the determination of the Mayor and Council, the employee shall have the right to binding arbitration pertaining to any grievances. A request for binding arbitration shall be made no later than ten (10) days following the receipt by the employee of the determination of the Mayor and Council. Failure to file within said time period shall constitute a bar to such arbitration. In the event of

arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

G. All papers and documents relating to the grievance and its disposition will be placed in the employee's personnel file.

ARTICLE IX - Miscellaneous Provisions

A. Funds shall be provided for training of members of the Middlesex Police Department.

B. A committee shall be established with representation from the Middlesex Police Department, which shall review all accidents involving Borough Employees and/or Middlesex Borough owned equipment. This committee shall determine cause (s) of accidents, determine the degree of negligence and report findings with recommendations for action to the chairman of the councilmanic safety committee.

C. The Borough shall provide a Defensive Driving Course for all members of the Middlesex Police Department.

D. A paid terminal leave shall be granted employees hired on or before December 31, 1984 six (6) months prior to normal retirement. No terminal leave shall be granted for disability retirement or for voluntary resignation. A paid term leave shall be granted employees hired after December 31, 1984 3 months prior to normal retirement.

E. Police employees will be reimbursed for overtime at the rate of 1½ times the base hourly rate of pay for all time worked in excess of the 30 minute grace period which immediately follows the completion of an 8 hour tour of duty. If an officer is called into work on his non-scheduled time, the officer will be entitled to receive overtime pay for said time worked. If an employee is called into work during non-scheduled time the employee will receive a minimum of two (2) hours pay at 1½ times the base hourly rate of pay.

1. The time and one-half computation shall apply only to the normal working day of the police officer and shall not apply to time spent by the police officer in attending either Municipal or County Courts or any other Courts nor shall it apply to employees attending basic schools.

2. Officers may be reimbursed for overtime by compensatory time (at 1½) off or by the existing provision. Compensatory time shall be at the option of the employee and subject to the permission of the Chief of Police.

3. Call-in time does not apply to employees called in to rectify improperly completed work.

F. Payroll Savings Plan deductions for purposes of purchasing United States Savings Bonds is available to every member of the Middlesex Police Department.

G. All other benefits granted prior to this agreement, not specifically set forth herein, will remain in full force and effect.

Miscellaneous Items Discussed (continued)

H. In the event a police officer is killed during the performance of his duties as a police officer, the Borough of Middlesex will pay to the heirs or estate of said police officer a sum of money equivalent to the police officer's base salary during the year that he is killed in the line of duty. This benefit shall be in addition to any and all benefits paid to the family of said police officer as a result of Workmen's Compensation benefits and other benefits paid to the survivors of said police officer.

I. If any section, subsection, subdivision, clause or provision of the written contract agreement shall be adjudged invalid, such adjudications shall apply only to the section, subsection, subdivision, clause or provisions so adjudged, and the remainder of the written contract shall be deemed valid and effective.

J. Non-Job Related Injuries - In the event that a member of the Middlesex Borough Police Department sustains any injury which does not occur in the course of employment with the Borough of Middlesex, the Borough of Middlesex will be obligated to pay said employee that employee's full salary minus whatever monies are received by the employee as a result of insurance money or other benefits paid to him as a result of insurance money or an employer other than the Borough of Middlesex. For example, if a police officer is working on a part-time job for an employer other than the Borough of Middlesex and is injured on that job and receives Workman's Compensation benefits or other benefits from the employer, the policeman will be entitled to receive his full salary from the Borough minus whatever benefits he receives from the other employer. The employee will be obligated to furnish to the Borough of Middlesex a statement under oath attesting to whatever benefits he has received as a result of this employment with any other employers.

K. Funeral Leaves - In the event of the death in the employee's immediate family or of the death of a relative who resides with the employee, the Mayor and Council will grant a three day leave of absence with pay to the employee. A day of mourning will be permitted in cases where the employee cannot physically attend the funeral because of distance to location. For purposes of funeral leave, the term "immediate family" shall mean and refer to the employee's spouse, children, parents, father-in-law, mother-in-law, sisters, brothers, or any member of the immediate household. In addition an employee will be given (1) day off with pay to attend the funeral of a "near relative" defined as follows:

Employee's - Godfather, Godmother
 Spouse's - Brothers, Sisters
 Employee's and Spouse's - Grandmother, Grandfather, Son-in-law, and
 Daughter-in-law.

Miscellaneous Items Discussed (continued)

Employee must provide the chief with reasonable verification of the decease of a near relative.

L. Sick leave in excess of three (3) consecutive days must be justified by a certificate from a physician relating to the employee's illness. One-half ($\frac{1}{2}$) of a working day shall be the smallest unit to be considered in computing sick leave used.

M. A committee shall be formed comprised of three (3) representatives of the Mayor and Council and three (3) representatives of the P.B.A. to establish by no later than December 31, 1982 minimum physical fitness standards for the Police Department and to provide for a mandatory physical exam for police employees every two (2) years, said exam at the expense of the Borough. Should an agreement not be reached by December 31, 1982 the Mayor and Council may establish such standards by ordinance.

N. A Police pistol range was requested and the Council agreed that a report be prepared by the Police Benevolent Association to outline the alternate plans for such a range.

O. Two man patrols are, in the opinion of the Mayor and Council, a desirable policy. However, due to the existing size and commitment of the Police Department, it is impossible to guarantee two man patrols at all times. Accordingly the Police commissioner and the Police Chief are charged with the responsibility of developing a plan to maximize the occurrence of two man patrols in the after daylight hours.

P. A Police reference library will be established by the Chief of Police for the use of the department.

Q. Those individuals receiving reimbursement for use of personal vehicles on Borough business on a on a per-mile basis shall be compensated at the rate of 15¢ a mile.

R. Notwithstanding the provisions of the New Jersey statue covering attendance at the P.B.A. State Convention, it is understood that the P.B.A. will only be allowed to send two delegates to attend the State P.B.A. Convention and the P.B.A. will not request to send more than two delegates to the P.B.A. Convention.

S. The P.B.A. agrees that as part of this settlement, it will not seek any additional compensation for any of the police employees who previously worked the 7:00 p.m. to 3:00 a.m. shift during the period from January 1, 1984 through the date that this shift was discontinued. Under the terms of the PERC decision, the Borough was directed to negotiate with the P.B.A. over the impact of the decision as it pertains to those employees who worked the 7:00 p.m. to 3:00 a.m. shift. As part of this settlement

package, the P.B.A. has agreed not to seek any additional compensation on behalf of those employees who worked the 7:00 p.m. to 3:00 a.m. shift.

This agreement constitutes the Employment Contract between the Borough of Middlesex and the members of the Middlesex Borough P.B.A. Local 181 covering the period from January 1, 1984 through December 31, 1985. Whenever and wherever the contract language refers to the masculine gender, it is understood to refer also to the female gender.

BOROUGH OF MIDDLESEX

MIDDLESEX P.B.A. LOCAL 181

Ronald S. Dobies

Ronald S. Dobies, Mayor

Robert Dudash
Robert Dudash, Council President

John Walsh
John Walsh

R.J. MacMaster
PtIm. Robert MacMaster
President, P.B.A. Local 181

Robert Woodward
Robert Woodward

William Medler
PtIm. William Medler

Richard Van Hook
Richard Van Hook

Kenneth DeWuyt
PtIm. Kenneth DeWuyt

Patricia Tierney
Patricia Tierney

Peter W. Gordon
Sgt. Peter Gordon

Victor Capolunghi
Victor Capolunghi