

Contract no. 1426

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Revised 12-28-89

AGREEMENT
BETWEEN
TOWNSHIP OF LAKEWOOD, A BODY CORPORATE
COUNTY OF OCEAN, STATE OF NEW JERSEY

AND

LAKEWOOD TOWNSHIP LOCAL NO. 71
POLICEMEN'S BENEVOLENT ASSOCIATION

EFFECTIVE: JANUARY 1, 1990 through DECEMBER 31, 1992

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION.....	1
II	POLICEMEN'S RIGHTS.....	2-4
III	MANAGEMENT RIGHTS.....	4
IV	STANDING COMMITTEES.....	4-5
V	COLLECTIVE BARGAINING PROCEDURE	5-6
VI	GRIEVANCE PROCEDURES.....	6-9
VII	SICK LEAVE.....	9-11
VIII	LEAVES OF ABSENCE.....	11
IX	DEATH IN THE FAMILY.....	12
X	HOURS.....	12
XI	OVERTIME.....	12-14
XII	VACATIONS.....	14
XIII	HOLIDAYS.....	14-15
XIV	HOSPITAL, MEDICAL, DENTAL BENEFITS.....	15-16
XV	CLOTHING ALLOWANCE.....	16-17
XVI	PERSONAL DAYS.....	17
XVII	HIGHER EDUCATION INCENTIVE PAY.....	17-18
XVIII	LONGEVITY PAY.....	18
XIX	BULLETIN BOARD.....	18
XX	SAVINGS CLAUSE.....	19
XXI	CONDUCT AND ETHICS.....	19-20
XXII	SALARY.....	20
XXIII	DUES.....	20-21
XXIV	SENIORITY.....	21
XXV	COPY OF CONTRACT.....	21
XXVI	DURATION OF THE AGREEMENT.....	22

AGREEMENT

BETWEEN THE TOWNSHIP OF LAKEWOOD

AND POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 71

This Agreement made and entered into in Lakewood Township, New Jersey, this 1st day of January, 1990 between the Township of Lakewood, a municipality in the County of Ocean and State of New Jersey, hereinafter referred to as the "Township or Employer", and Policemen's Benevolent Association, Local No. 71.

WITNESSETH:

WHEREAS, the Township and the PBA recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township has an obligation pursuant to Chapter 123 Public Laws of 1974, N.J.S.A. 34:13A-5.4, to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

This agreement represents and incorporates the complete and final understanding and settlement between the "Township and the PBA" on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Lakewood Policemen's Benevolent Association, Local 71 as the sole and exclusive representative and bargaining agent for all employees of the police department, excluding the Chief of Police, the Deputy Chiefs, Captains, Lieutenants, Sergeants and non-police personnel employed in the police department for the purpose of collective negotiations with respect to salaries, benefits, working conditions, procedures for adjustment of disputes and grievances and other related matters. The P.B.A. is hereinafter referred to as either "P.B.A.", "Police Officers", "Policemen", or "Employee".

ARTICLE II
POLICEMEN'S RIGHTS

To insure that the individual rights of employees in the bargaining unit are not violated, the following shall be the employee's Bill of Rights.

Section 1. Pursuant to Chapter 123, Public Laws of 1974 the Township hereby agrees that every policeman shall have the right freely to organize, join and support the PBA and it's affiliates for the purpose of engaging in collective negotiations; that it shall not discriminate against any policeman because of religion, age, sex or by reason of his membership in the PBA and it's affiliates, his participation in any legal activities of the PBA, collective negotiations with the Township, of his institution of any grievance, complaint or proceeding under this Agreement.

Section 2. The Employer shall permit the President of the PBA to conduct business of the PBA, during duty hours of the President without loss of pay provided said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the department to it's proper effectiveness within the discretion of the Chief of Police.

Section 3. It is agreed between the parties that any writing or document that is to be placed in an employee's personnel file must be initialed by the employee and may be reviewed by the employee and said employee has a right to enter a rebuttal statement which will become part of said file.

Section 4. Each officer and employee shall have access to and the right to read his personnel file, upon reasonable notice to the Chief or his designee, and the right to place in his personnel file, a written statement of reasonable length, in rebuttal to any derogatory material that appears in his file.

Section 5. An employee who is the subject of any disciplinary proceeding and hearing shall be given at least ten calendar days in advance, an exact copy of any and all specific written charges, any and all documents, correspondence, photographs, reports, videotape, transcripts, and statements to be used in the disciplinary proceeding and hearing.

Section 6. Either party can mechanically or stenographically record the disciplinary hearings, then that party shall give a copy of such recording or transcript, if requested by the other party, to the other party.

Section 7. The employee shall be presumed innocent until proven guilty and the burden of proof shall be on the employer during all disciplinary proceedings.

Section 8. An employee shall not be coerced or intimidated or suffer any reprisals of any kind either directly or indirectly (that may adversely affect his hours, wages, working conditions, shift), as the result of the exercise of the rights under this agreement.

Section 9. It is agreed by both parties that "no disciplinary action" shall be taken against any P.B.A. member or employee covered under this agreement unless said employee is first given the written notices required in this agreement and by the Statutes of New Jersey, may be represented by a union representative and/or an attorney, given all charges in writing, and a fair and impartial hearing. All witnesses shall be sworn at any and all disciplinary hearings. The P.B.A. member shall have one challenge to one of the review board members for cause. After finishing the hearing, the disciplinary board can make the appropriate recommendations pursuant to the Township Ordinance and the New Jersey Administrative Code.

Section 10. Employees may mutually exchange times, for a limited period of time, to be worked if they fill out the appropriate mutual exchange form, a copy of which is attached hereto and entitled "Mutual Exchange and Employee Rights Waiver". The Chief or his designee's consent shall not be unreasonably withheld.

Section 11. It shall be incumbent upon the Township to provide the employee the safest work environment possible with safe equipment and through a continuing program of education and training. The existing Department Library shall be reasonably accessible to all employees and the library shall be maintained and upgraded with those materials deemed necessary by the Chief of Police or his designee.

Section 12. In this agreement whenever it calls for the president of the P.B.A., it shall mean the President or his designee.

ARTICLE III

MANAGEMENT RIGHTS

It is the right of the "Township" to determine the standards of service to be offered by it's agencies; take disciplinary action; relieve it's employees from duty because of legitimate reasons; determine the standard of selection; determine the standard of promotion; direct employees; maintain the efficiency of it's operation; determine the methods, means and personnel by which it's operations are to be conducted; determine the content of job classifications; schedule the hours, take all necessary actions to carry out it's mission in emergencies; and exercise complete control over it's organization and technology of performing it's work.

ARTICLE IV

STANDING COMMITTEES

Section 1 - Grievance Committee

There shall be two members of the PBA Grievance Committee granted leave from duty with full pay for all meetings between the Township and the PBA for the purpose of processing grievances, when such meetings take place at a time during which member is scheduled to be on duty and upon 24 hours notice by the Chief of the Department of such a meeting.

Section 2 - Convention Committee

The Township agrees to grant the necessary time off without loss of pay to members of the PBA, no more than three (3) members, selected as delegates to attend the State Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4. The State PBA delegate of Local No. 71 will be allowed to attend the regular State PBA meetings once a month.

Section 3. The P.B.A. shall have a maximum of two members who shall be allowed to attend funerals of police officers, who serve the State of New Jersey and any of its subdivisions, who are killed in the line of duty. The two members shall include the President or his designee, and the State Delegate or his designee. These two members of the P.B.A. shall not have to use any vacation days, personal days, sick days, or any other type of days, but these two representatives shall be granted these days off with pay to attend these funerals. The Township shall provide a marked police unit for transportation for the two members of the P.B.A. who shall be given time off to attend the funeral, and for off-duty officers who also wish to attend the funeral.

ARTICLE V

COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective Bargaining with respect to rates of pay 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 Township, Township Committee Liaison, and Municipal Manager or their representatives, and the President of the PBA or his designees, 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 and consent of either party.

Section 3. Employees of the Employer who may be designated by the PBA to participate in collective bargaining meetings called for the purpose of negotiation of a collective bargaining agreement, may be excused from their work assignments 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 it's proper effectiveness. No more than one (1) officer per platoon shall be designated to participate in collective bargaining at any one time. Therefore, not more than three (3) representatives of each party shall participate in collective bargaining meetings, excluding negotiators and attorneys.

ARTICLE VI

GRIEVANCE PROCEDURES

Section 1. Definition of a Grievance.

a) A grievance is a complaint or interpretation, pertaining to violations of the contract by either party and conditions of employment.

Section 2. Grievance Committee.

a) The P.B.A. President shall appoint a Grievance Committee to study all grievances submitted by an employee of the Police Department.

b) The Grievance Committee shall consist of five (5) active P.B.A. members which shall meet when necessary. For the Grievance Committee to take action, a quorum shall consist of a majority of the Members of the Grievance Committee.

c) The employer shall permit members of the Grievance Committee to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure hereinafter set forth during the duty hours of the Grievance Committee members without loss of pay, provided that the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to proper effectiveness.

Section 3. Grievance Procedure

a) An aggrieved employee, group of employees or P.B.A. shall initiate a complaint through the Grievance Committee who shall take the matter up with the aggrieved employee's immediate supervisor or superior in an effort to adjust the grievance satisfactorily. Such grievance must be submitted to the Grievance Committee within thirty (30) calendar days from the date that the grievant knew or should have known of an occurrence or event giving rise to the grievance. If not timely filed, it shall not be grievable.

b) STEP 1. CHIEF OF POLICE.

(1) If the grievance is not settled to the satisfaction of either the Grievance Committee or the aggrieved employee after discussing the grievance informally with the immediate supervisor or superior, as set forth above, then either the aggrieved employee or the Grievance Committee or both may submit the grievance in writing to the Chief of the Police Department within thirty (30) calendar days of the decision of the immediate supervisor (as set forth above); or in the event the immediate supervisor takes no action within the thirty (30) days allowed (as set forth above), then the grievance shall be submitted to the Chief of Police within fifteen (15) days after the expiration of the thirty (30) day period.

(2) The Chief of Police shall meet with the aggrieved employee or aggrieved employees and the Grievance Committee within ten (10) calendar days of his receiving the written grievance from the Grievance Committee or aggrieved employee. The Chief shall meet for the purpose of adjusting, trying to resolve the grievance, and gathering facts.

(3) The Chief of Police shall have a maximum of twenty (20) calendar days from the date the Chief of Police receives a written grievance, within which time to give his written response to the Grievance Committee and the aggrieved employee, this time period includes the ten (10) days in Section 3(b)(2) above.

(4) If no written response is received from the Chief of Police within the above twenty (20) day time period, then that shall be deemed as denial of the grievance by the Chief of Police.

c) STEP 2. TOWNSHIP MANAGER.

(1) If the grievance is not resolved to the satisfaction of either the Grievance Committee or the aggrieved employee after receipt of the decision by the Chief of Police, then either the Grievance Committee or the aggrieved employee may present the grievance in writing to the Municipal Manager within fifteen (15) days of receipt of the written response from the Chief of Police (as set forth in Step 1), or within fifteen (15) days from the twentieth day after the Chief of Police received the written grievance, if no written response is received from the Chief of Police. Therefore, if no written response from the Chief of Police is received, then the Grievance Committee or the employee has thirty-five (35) days (twenty days from Step 1 and fifteen days here in Step 2) from the receipt of the grievance by the Chief of Police, within which time to file the written grievance with the Township Manager.

(2) The Municipal Manager shall conduct a hearing within fifteen (15) calendar days after receiving the written statement of grievance. The employee affected, the Grievance Committee and the Township may have an attorney present to represent each of its interests at the hearing.

(3) The Township Manager shall render a written decision within fifteen (15) calendar days after the hearing. The Township Manager shall, within thirty (30) calendar days after receiving the written grievance, send a copy of his written decision to the employee affected, the Grievance Committee and to the Mayor and Council. If no written decision is received within thirty (30) calendar days from the date the Township Manager receives the written grievance, then the grievance shall be deemed denied.

d) STEP 3. ARBITRATION If the grievance is not resolved by the Township Manager within the thirty (30) days as set forth in Step 2, to the satisfaction of the Grievance Committee and/or affected employee, then the aggrieved employee or the Grievance Committee may, within and additional forty-five (45) days from the date the Township Manager should have rendered his decision, or from the date of receipt of his written decision, if it is timely filed, submit the grievance or any portion of the grievance to binding arbitration as follows:

(1) A written request shall be made to the New Jersey Public Employment Relations Commission (PERC) that the grievance has not been resolved to the satisfaction of a party, and the submitting party is requesting that New Jersey Public Employment Relations Commission appoint an Arbitrator. The Arbitrator shall be selected pursuant to the then current procedures of PERC.

(2) The Rules and Procedures of the New Jersey Public Employment Relations Commission shall be followed by the Arbitrator. The Arbitrator shall be limited to issues presented and shall have no power to add to, subtract from or modify any of the terms of this agreement or to establish or change any wage rate. The Arbitrator's decision shall be binding and final.

(3) The parties shall pay equally for the costs of the Arbitrator.

ARTICLE VII

SICK LEAVE

Section 1. Sick leave with pay shall be credited each permanent full-time employee on the basis of 1 1/4 days per month of continuous service, and shall be cumulative from year to year after the first year. During the first year, 1 day per month shall be credited. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days. Sick days which have been taken but not yet earned on a pro-rata equal basis for the year, shall be reimbursed to the Township upon separation from service for that calendar year.

Section 2. In all cases of reported illness or disability, the Township reserves the right to have a physician designated by the Township to examine and report on the condition of the patient-employee to the Department Head, Municipal Manager and Township Committee.

Section 3. When the absence on account of illness or disability does not exceed three (3) days, normally the employee's statement of cause will be accepted without a supporting statement from his attending physician, unless there is a pattern of abuse of absenteeism provided, the Township may have an employee examined by a licensed physician at any time it elects to do so. The Township also reserves the right to waive this requirement or to require the employee to be examined by a physician designated by the Township and to have the employee certified as fit for duty before the employee returns to work.

Section 4. During protracted periods of illness or disability, the Township may require interim reports on the condition of the patient at weekly or bi-weekly periods from the attending physician and/or a physician designated by the Township. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

Section 5. **The** Township will maintain record cards for each employee, upon which he will record the total sick leave. All absences will be maintained upon these cards and all sick leave earned and consumed or used for each completed continuous service year will be shown on this record. Employees having exhausted all of their sick leave will not receive any further sick leave or compensation in lieu thereof, until same has been accumulated and earned by the employee's subsequent service.

Section 6. Where employees have left the Township's employ and subsequently are re-employed, the date of re-employment is to be used as employee's service date with the Township for the purposes of crediting sick leave.

Section 7. Sick leave may be allowed for ordinary dental care and for the service of an oculist for normal eye care when such professional services are not available outside of work hours.

Section 8. Any employee on sick leave and receiving his normal compensation, who in addition qualified for payments under Workmen's Compensation weekly benefits, shall during the period he is receiving such weekly benefits, be entitled only to that portion of his regular salary which with the Workmen's Compensation payments equal his normal salary.

Section 9. Sick Leave Loans Employees will be allowed to loan their accumulated Sick Leave or Vacation Time to any other employee who has exhausted his or her accumulated time off due to a lengthy illness or injury, so that the recipient may remain on the payroll of the Township until such time as all leave is exhausted.

a) Employees who wish to loan their accumulated Sick Leave or Vacation Time shall be reimbursed by the recipient. As recipient is credited with new Sick Leave and Vacation Time at the beginning of each year, he or she must use fifty (50%) per cent of this time toward reimbursement of loaner(s) until the loan is repaid in full.

b) Recipient may use either Sick Leave or Vacation Time to reimburse loaner(s); however, the loaner(s) shall receive reimbursement in that type of time which was originally loaned. If a recipient dies or resigns prior to reimbursement, the loaning officer(s) must forfeit the loaned time.

c) In no event shall any employee be allowed to loan more than one (1) week of his accumulated time, or fifty (50%) per cent of his accumulated leave balance, whichever is less.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Leave of absence without pay may be requested by an **employee who shall submit** in writing all facts bearing on the request to his Department Head who will append his recommendation and forward the request to **the** Committeeman in charge for consideration by the Township Committee. Each case will be considered on its merits and without establishing a precedent.

ARTICLE IX

DEATH IN THE FAMILY

Section 1. Every employee shall be granted leave with pay upon the death of a member of his family. Such leave shall be from the day of death up to and including the day of burial, but not to exceed three (3) continuous days. If the funeral is outside the State of New Jersey, additional travel time up to a maximum of five (5) continuous days, may be granted upon receiving prior approval for same by the Chief of Police. Family shall include: spouse, children, parents, brothers, sisters, brothers-in-law, sisters-in-law and spouse's parents, and grandparents of employee or spouse or the death of a relative who resides with the employee or with whom the employee resides. Leave of absence may be more than three (3) continuous days and five (5) continuous days for travel time, if such death occurs outside the State of New Jersey. Each case to be decided on its own merits and circumstances, and shall not set a precedent.

Section 2. Upon the death of an officer while still employed by the Township, the Township shall pay to the officer's estate all accrued vacation pay, holiday pay and one/half the value of unused sick time.

ARTICLE X

HOURS

Section 1. The parties understand and agree that the standard weekly work schedule for employees covered by this agreement requires employee services continuously throughout the seven (7) day week and the average work week for each employee shall be forty (40) hours. For the purpose of definition, a contract year shall constitute a minimum of 2,080 work hours.

ARTICLE XI

OVERTIME

Section 1. The Employer agrees that overtime, consisting of time and one/half shall be paid to all employees covered by this Agreement for hours worked in excess of the normal work day.

Section 2. Employees shall not be paid overtime for hours worked in excess of the normal work day unless such overtime is authorized by the Chief of Police or his designee.

a) The need for overtime shall be at the discretion of the Chief of Police on a need basis, where the successful completion of an assignment or investigation is deemed in the best interest and safety of the Township.

b) Completion of an assignment will be transferred to an oncoming shift when feasible; when it is not feasible for such reasons as work load or when the employee is in fresh or hot pursuit in an investigation, it shall be deemed that this is of emergent nature and overtime is authorized.

c) When the Chief feels the need for extra manpower, he may authorize such overtime, as per the rules and regulations of the department. It is further understood that the department head is totally responsible for the authenticity of such a need.

Section 3. 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 payment shall be paid for a fifteen (15) minute period prior to the commencement of a tour, or for a fifteen (15) minute period at the termination of a tour, but in the event an employee is required to report earlier or to remain beyond the fifteen (15) minutes after the end of a tour, the employee shall be paid the overtime rate for all time worked, in excess of the normal hours of work per day.

Section 4. Each employee shall be entitled to payment at an hourly rate of time and a half based on the officers annual salary for all court-time appearance, that is, for time spent in legal proceedings at such times that the said employee was not otherwise scheduled to be on active duty. For the purpose of compensation, each officer shall cause the subpoena issued him for said court appearance, to be signed by the Court Clerk indicating his time of arrival and time of departure.

Section 5. All overtime pay shall be paid by the Township of Lakewood to each employee within thirty (30) days of it being earned by each employee. The Township of Lakewood shall set forth on each paycheck the exact number of hours of overtime for each employee.

ARTICLE XII

VACATIONS

Section 1. Each employee shall be entitled to annual vacation time in accordance with the following:

1 to 5 years.....12 days

5 years and one day to ten years.....15 days

10 years and one day to 15 years.....20 days

15 years and one day to and up.....25 days

Section 2. Vacation days are to be scheduled pursuant to Article XXIV, Section 2 "Vacations-Seniority".

Section 3. Vacation days for each calendar year shall be credited the first day of January of each calendar year. Vacation days which have been taken, but not yet earned on a pro-rata equal basis for the year, shall be reimbursed to the Township upon separation from service for that calendar year.

ARTICLE XIII

HOLIDAYS

Section 1. The employees shall have fourteen holidays beginning in 1988 and continuing thereafter. The following shall be recognized as Holidays paid at the employees daily base rate under this Agreement: New Years Day, Good Friday, Memorial Day, General Election Day, Veterans Day, Columbus, Washington's Birthday, Martin Luther King Day, Lincoln's Birthday, Independence Day (Fourth of July), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Officers working on Easter Sunday shall be paid at the rate of time and one/half.

Section 2. Holidays are to be scheduled at the discretion of the employee. The fourteen holidays shall be credited the first day of January of each calendar year.

Section 3. Holidays which have been taken, but not yet earned, shall be reimbursed to the Township upon separation from service.

Section 4. Unused holidays can be carried forward for two (2) calendar years. For example, any holidays for 1988 can be carried over to the calendar years 1989 and 1990.

Section 5. Should the Township Committee, because of a special holiday proclaimed by the President of the United States or the Governor of the State of New Jersey, or the Township Committee, close the Township Administrative Offices, thereby giving time off to personnel employed there, the employees covered by this Agreement shall receive equal time off, at such time that will not interfere with efficient police operations.

Section 6. When any of the above holidays are in conflict with an employee's religious belief, such employee may substitute a religious holiday of his belief, provided he gives adequate notice and approval is given by the Chief of Police.

ARTICLE XIV

HOSPITAL, MEDICAL AND DENTAL BENEFITS

Section 1. Each member of the PBA shall be entitled to hospital, medical and dental benefits in accordance with the terms and provisions of the now in effect municipal ordinance, and hospital, medical and dental plans now in force and effect which specifically provide for same.

Section 2. A "Free Standing Vision Care Plan" became effective July 1, 1978, which plan was instituted by the employer and shall be paid as follows: Any new employee employed after July 1, 1978 shall be responsible to pay one/half of the said plan for the first six (6) months. Beginning January 1, 1979, the employer shall pay the full amount of said plan for the benefits of each employee except for new employees as stated above.

Section 3. Upon retirement, the employee shall continue to be carried on and covered under the employer's hospitalization plans then in effect, to be paid solely by the employer, at the option of the employee. This coverage shall cover the employee only, and the employee shall pay for any and all coverage relating to other family members. This pertains to all current employees who retire during this contract term, i.e. this provision shall not apply to anyone who retired prior to January 1, 1990. To be eligible for continued coverage, the individual employee must satisfy the retirement standards set forth in N.J.S.A. 52:14-17,38.

Section 4. It is further agreed that the employer will supply UCR coverage for non-participating, out-of-state hospitals and further will provide outpatient and laboratory x-ray coverage to \$250.00 and further provide coverage under dental and orthodontics coverage to \$2,000.00.

ARTICLE XV

CLOTHING ALLOWANCE

Section 1. For the year 1990, a clothing allowance in the amount of \$800.00 per year shall be paid by the Township of Lakewood to all permanent sworn police officers; for the year 1991, a clothing allowance of \$850.00 per year shall be paid to said police officers; for the year 1992, a clothing allowance of \$900.00 per year shall be paid to said police officers. Said clothing allowance shall be paid within thirty (30) days after adoption of the final budget during each calendar year covered by this contract. The Township shall continue to bid and specify all regulation quality uniforms and accessories. All Police Officers will purchase regulation and specified quality uniforms and accessories, as specified by the Chief of Police only, and will supply the Chief of Police with receipts for each purchase made under this section, on an annual basis.

Section 2. New appointees, upon a resolution certifying such officer as a permanent member of the Lakewood Police Department, will be supplied with an initial issue of clothing at the Township's expense for the first year of

service, usually at graduation from the Police Academy, and will receive a pro-rated clothing allowance for the balance of the remaining calendar year. This pro-rated allowance will be paid within thirty (30) days after successful completion of one (1) year of service.

ARTICLE XVI

PERSONAL DAYS

Section 1. Each employee shall be entitled to three (3) paid personal days per year, in addition to the holidays authorized by this contract. One (1) personal day shall be allowed for any reason whatsoever. The other two (2) personal days shall be allowed for personal business that cannot be conducted outside of assigned work hours. These personal days shall be approved by the Chief of Police and defined as follows:

- (a) Serious illness or accident in the immediate family.
- (b) Household emergencies.
- (c) Marriage.
- (d) Legal business.
- (e) Commencement exercises.
- (f) Religious observance.
- (g) Other extremely unusual commitments or emergencies.

The second and third personal day request must give specific reason for the request on the leave form. Said requests must be submitted five (5) days in advance, except in emergency cases.

Specifically, but not limited to, the following activities are not considered for the second and third personal leave days:

- (a) Social Activities
- (b) Extension of Holidays or Vacations

ARTICLE XVII

HIGHER EDUCATION INCENTIVE PAY

Section 1. In addition to his regular rate of pay, an employee who has attained a baccalaureate or higher degree from an accredited college, institution or university, shall be entitled to an additional annual stipend of \$1,000.00.

Section 2. In addition to his regular rate of pay, an employee who has attained an Associate degree from an accredited college, institution or university, shall be entitled to an additional annual stipend of \$500.00.

Section 3. The Township agrees to defray tuition expenses for college courses leading up to an Associate or a Bachelors Degree. Reimbursement shall be limited to a total of 120 credit hours and shall be reimbursable upon successful completion of said course or courses.

Section 4. Credit hours earned toward a Masters or Doctorate Degree shall not be reimbursed.

ARTICLE XVIII

LONGEVITY PAY

Section 1. Each employee shall be paid, in addition to his current annual wages, longevity increments which shall be figured in and computed in as the employee's base salary, based upon his years of employment with the Lakewood Police Department in accordance with the following schedule. Longevity payments will be computed on base salary and will not include overtime payments.

Years of Service:

Upon entering the 1st day of the 4th year of service	2.00%
Upon entering the 1st day of the 8th year of service	3.50%
Upon entering the 1st day of the 12th year of service	5.00%
Upon entering the 1st day of the 16th year of service	6.50%
Upon entering the 1st day of the 20th year of service	8.00%

ARTICLE XIX

BULLETIN BOARD

Section 1. The employer will provide a Bulletin Board in a non-public location in the Patrol Division Headquarters for the use of the PBA for posting notices concerning the PBA business and activities. All such notices shall be posted only upon the authority of officially designated PBA representatives and shall not contain salacious, inflammatory or annoying material.

ARTICLE XX
SAVINGS CLAUSE

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

Nothing in this Agreement shall serve to supersede or invalidate any provisions of the Revised General Ordinances of the Township of Lakewood, except as specifically amended by the terms of this Agreement.

ARTICLE XXI
CONDUCT AND ETHICS

Section 1. All employees are expected to maintain a high standard of professional and personal conduct and ethics in order to assure efficient and effective service to the citizens of the Township of Lakewood.

Section 2. The following shall serve as a guide for professional conduct and ethics:

(a) No employee shall engage in outside employment or other activity which interferes in any way with the full performance of his duties and responsibilities.

(b) No employee shall have a direct or indirect financial interest that conflicts substantially with his duties and responsibilities.

(c) No employee shall use or allow the use of government property of any kind for other than officially approved activities.

(d) No employee shall use or allow the use of official information gained through employment, which has not been made available to the general public, for furthering a private interest.

(e) No employee shall participate in any gambling activities while on duty or while on Police Department premises.

(f) No employee shall engage in acts of riot or civil disorder involving violence to person or property.

(g) No employee shall engage in criminal, dishonest or notoriously disgraceful conduct prejudicial to the Department.

Section 3. Conduct in violation of the above standards may subject an employee to disciplinary action through the process of department hearing.

ARTICLE XXII

SALARY

The annual base salary for each employee of the Department for the period designated, shall be as follows:

Section 1. For the calendar year of 1990, the salary increase shall be 7%; 1991: 7%; 1992: 7%. Said wage increases shall be based on the base rate of pay to which he was entitled during the preceding calendar year, as set forth in applicable Municipal Ordinances and Municipal Resolutions implementing same.

Section 2. Should a Sergeant be absent from duty, due to vacation, illness or for any other reason, and there is not an "on duty" Sergeant available to perform his duties, the Chief of Police shall assign the senior-most patrolman of the platoon or shift to which said Sergeant is assigned to perform the duties of the absent Sergeant.

Section 3. Should a patrolman so assigned, perform the Sergeant's duties for five (5) days continuously, uninterrupted, the Patrolman shall be paid at the Sergeant's rate of pay for the time assigned.

Section 4. Differential of \$200.00 in pay between Detective and other divisions to be added to scale of Detective Personnel, as applicable.

ARTICLE XXIII

DUES

The Township and the PBA agree pursuant to the PROVISIONS OF THE NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT as amended, to provide for the collection of regular membership dues, fees and

assessments of the majority representative not to exceed 85% of the total of same for non-member, same to be done in accordance with the provisions of the aforementioned act.

ARTICLE XXIV

SENIORITY

Section 1. Shift Assignments.

The Chief of Police acknowledges that seniority will prevail when assigning shifts, except when officer experience imbalances which may adversely affect department operations are created by seniority among and within the shifts. There shall be a yearly window during the month of November, to take effect the following January 1, when all police officers in Radio Motor Patrol and Directed Patrol shall pick their shifts and days off for the following year.

However, excluded are all officers with special skills as understood by the parties. Changes or requests based on hardship, emergencies or good cause shown, shall not be arbitrarily, capriciously or unreasonably withheld or denied by the Chief or his or her designee. All matters pertaining to shift assignments shall be subject to the grievance procedure for disposition.

Section 2. Vacations - Seniority.

The Chief of Police or his/her designee acknowledges that seniority will prevail for the selection of vacations by all police officers, except for good cause, subject to the grievance procedure.

ARTICLE XXV

COPY OF CONTRACT

The Township of Lakewood and the P.B.A. shall split the costs of equally providing eighty-five copies of this Contract to the P.B.A. within thirty (30) days of the date said contract becomes effective.

ARTICLE XXVI

DURATION OF THE AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1990 and shall remain in effect to and including December 31, 1992.

This Agreement shall continue and remain in full force and effect from year to year thereafter, until such time as its terms are modified, amended or rescinded by a newly executed contract. The parties hereto agree to begin negotiations not more than 120 days and not less than 90 days before expiration of this Agreement, and shall negotiate in good faith and diligence to effect settlement prior to December 31, 1992.

TOWNSHIP OF LAKEWOOD

BY: 
JOHN FRANKLIN, MAYOR

ATTEST:


BERNADETTE STANDOWSKI, TOWNSHIP CLERK

POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 71

BY: 
ROBERT KOOVITS

ATTEST:

