

# **AGREEMENT**

**BETWEEN THE  
BOROUGH OF SURF CITY  
AND  
P.B.A. LOCAL #175**

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**JANUARY 1, 2011 – DECEMBER 31, 2014**

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## ARTICLE I-- RECOGNITION OF UNIT

The Borough of Surf City hereby recognizes PBA Local #175 as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all patrolman and sergeants whether under contract, on leave, or employed by the Borough.

## ARTICLE II -- NEGOTIATIONS PROCEDURES

This shall be considered as a new contract and shall bind both parties.

- A. The negotiations committee representing the PBA Local #175 is authorized and empowered to engage in collective negotiation with the Borough of Surf City for the purpose of reaching a successor agreement. The negotiations committee may tentatively agree to items during the pendency of bargaining. They are also empowered to sign a Memorandum of Agreement.
- B. It is expressly understood, however, that the negotiations committee is not authorized nor empowered to bind the PBA or its members to items tentatively agreed upon or to any Memorandum of Agreement, written or oral. The right of final review and ratification or rejection on any and all tentative agreements rests solely with the PBA Local #175.
- C. It is further expressly understood that the negotiating committee for the Governing Body of the Borough of Surf City is not authorized or empowered to bind the Governing Body to items tentatively agreed to. The right of final review and ratification or rejection of any and all tentative agreements rests solely with the Governing Body of the Borough of Surf City.

### ARTICLE III -- SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of patrolmen and sergeants employment. Such negotiations shall begin no later than August 1<sup>st</sup> of the calendar year preceding the calendar year in which this Agreement expires. Any Agreements so negotiated shall apply to all Borough patrolmen and sergeants, be reduced in writing, ratified by the PBA and adopted by the Borough.

## ARTICLE IV -- MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities and the activities of its employees;
  2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees;
  3. To suspend, demote, discharge or take other disciplinary action for just cause.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adopted of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States and the ordinances of the Borough of Surf City.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other national, state, county or local laws or ordinances.

## ARTICLE V -- GRIEVANCE PROCEDURE

### A. DEFINITIONS

#### 1. Grievance

A "Grievance" is a claim by a patrolman, sergeant or the PBA based upon a violation of the specific Articles of this Agreement, affecting a patrolman, sergeant or a group of patrolmen or sergeants.

#### 2. Aggrieved Person

An "Aggrieved Person" is the person or persons of the PBA making the claim.

#### 3. Party in Interest

A "Party in Interest" is the person or persons making the claim and any person including the PBA or the Borough who might be required to take action or against whom action might be taken in order to resolve the claim.

#### 4. All grievances must be presented no later than thirty (30) days from the date of the grievance or within thirty (30) days after the grievance would reasonably be expected to know of its occurrence.

#### 5. Failure of the employee to appeal within any of the time frames of this grievance procedure shall be deemed an abandonment of the grievance. Failure of the Borough to respond within any of the time frames of this procedure shall be interpreted as a denial, and shall automatically be



moved to the next step. This automatic movement shall not apply to arbitration matters: the party shall have thirty (30) days to file for arbitration after it is known or should have been reasonably known that the grievance was denied at the last step proceeding arbitration.

**B. PURPOSE**

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting patrolmen or sergeants. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

**C. PROCEDURE**

**1. Time Limits**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended upon mutual agreement.

**2. Level One – Immediate Supervisor**

A patrolman or sergeant with a grievance shall first discuss it with the Director of Public Safety if one is appointed, or in the absence of the Director of Public Safety, the Officer in charge, either directly or through the PBA's designated representative, or Chief of Police with the object of resolving the matter informally.

3. Level Two – Borough Police Committee

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the grievance, he may file the grievance in writing with the PBA within five (5) days after the decision at Level One or ten (10) days after the grievance was presented, whichever is sooner. Within thirty (30) days after receiving the written grievance, the PBA shall refer it to the Borough Police Committee.

4. Level Three – Borough Council

In the event the grievance is not resolved at the second step, or if no decision has been rendered within twenty (20) days, either party may within fifteen (15) days, refer the grievance to the Borough Council for resolution. The Borough Council shall answer within thirty (30) days from receipt of the grievance in writing.

5. Level Four – Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if a decision has not been rendered within thirty (30) days after the grievance was delivered to the Borough Council, he may within thirty (30) days after a decision by the Borough Council, or thirty (30) days after the grievance was delivered to the Borough Council, whichever is sooner, request in

writing that the PBA submit his grievance to arbitration; and if the PBA determines it to be meritorious, it may submit the grievance to arbitration within thirty (30) days after receipt of a request by the aggrieved.

- b. Within ten (10) days after such written notice of submission to arbitration, the PBA and the Borough shall attempt to agree upon mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of the agency selected.
- c. The arbitrator's decision shall be in writing and shall be submitted to the Borough Council and the PBA and shall be final and binding upon the parties.
- d. In the event that arbitration of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C5b of this Article.
- e. The costs of the service of an arbitrator, including per diem expense, if any, and actual and necessary travel, subsistence

expenses and the costs of the hearing room shall be borne by the losing party. Any other expenses incurred shall be paid by the party incurring same.

**D. RIGHTS OF PATROLMEN AND SERGEANTS**

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by his representative(s) or by the PBA. The PBA shall have the right to represent and to state its views at all stages of the grievance procedure.

**E. REPRISALS**

No reprisals of any kind shall be taken by the Borough Council or by any members of the Borough Council against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation. By the same token, no reprisal of any kind shall be taken by the PBA or any member of the PBA against any party in interest, any representative, or any member of the Borough Council or any other participant in the grievance procedure by reason of such participation.

## ARTICLE VI -- WORK SCHEDULE

### A. WORK HOURS

1. The present work schedule currently in effect at the opening of negotiations shall be subject to change in a fashion and manner agreed upon by the Director of Public Safety (Director of Police/Officer in Charge/Chief of Police) and the individual officers of the PBA. The intent of this paragraph is that officers, subject to approval by the Director of Public Safety (Director of Police/Officer in Charge/Chief of Police) shall be permitted to work either alternating or steady shifts to the extent same can be accommodated without negatively impacting the operations of the Police Department.
2. In all cases, patrolmen and sergeant's workload shall not exceed forty (40) work hours per week.

### B. WORK YEAR

The work year for patrolmen and sergeants shall be from January 1<sup>st</sup> to December 31<sup>st</sup> except for purpose of longevity; salary steps and vacation schedules.

### C. DAILY WORK HOURS

1. Schedule Posting  
Work schedules showing the employee's shifts, workdays and hours shall be posted at least two (2) weeks prior to the effective date of said schedule and shall cover a period of at least the following sixty (60)

calendar days and remain in effect for such sixty (60) days. Such schedule is subject to change with a thirty (30) day notice of such change except in the case of an emergency. A change in the schedule shall not occur to avoid the payment of overtime. Schedule changes may occur in order to provide mandatory training for officers necessary to maintain their PTC Certification.

2. Work Shift

Each work shift shall consist of eight (8) hours of work, depending on the work shift election chosen pursuant to Article VI, paragraph A1, inclusive of a thirty (30) minute lunch/dinner period. In addition, each patrolman/sergeant shall be entitled to two (2) fifteen (15) minute breaks during the daily work shift. These breaks may be taken consecutively with lunch/dinner, and notification of this usage will be given to the shift Supervisor and subject to approval in consideration of operational necessities. All employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. Changes to an employee's working hours shall be by mutual agreement whenever possible. Any involuntary change shall be subject to the provisions of Article V of this Agreement.

## ARTICLE VII -- CALL-IN TIME AND OVERTIME

- A. Any employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of four (4) hours at the pay rate of time and one-half (1½); or, alternatively, at the employer's option shall receive the equivalent of same in compensatory time off with pay.
- B. Overtime shall be paid at the rate of time and one-half (1 ½) the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. Bereavement leave shall not count as "hours worked" in the computation of the forty (40) hour work week.
- C. In the event an employee is called to duty other than his normal assignment for appearances in either a municipal court, grand jury, or any other court, as a result of and in the course of job related activity, 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 (1 ½). 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 the paragraph shall be the actual time spent in court, except that in no event shall he receive credit for less than two (2) hours no matter what actual time is spent in court. It shall not include time spent on telephone standby.

- D. It is the desire of the parties that overtime be distributed on an equitable basis, while meeting the manpower needs of the Borough. To accomplish this, the Borough shall first seek volunteers for overtime; however, in the event of an emergency and/or if no volunteer is available, the Borough may require an officer to work overtime.
- E. If the need for overtime occurs because of an unanticipated absence of an employee on an immediately following shift, the Borough shall first offer the overtime opportunity to those officers then working by offering them the opportunity to hold over for the additional shift. If no officer shall volunteer to hold over, then the overtime will be offered to the officer next on the overtime list, which list shall consist of all officers in the Department in order of their seniority in the Department. For the purposes of overtime equalization, an officer who refuses an overtime opportunity shall be considered to have worked the overtime. Nothing in this section shall prevent an officer from holding over, or otherwise working overtime, to finish a specific assignment, and such overtime shall not be considered as an overtime opportunity for the purpose of the equitable distribution of overtime as set forth in this section. Nor shall it be considered as an overtime opportunity subject to this section if the amount of overtime required is estimated to be one hour or less at the beginning or end of the shift. In that case, an officer may be requested to hold over.



## ARTICLE VIII -- RIGHTS OF PATROLMEN AND SERGEANTS

- A. No patrolman or sergeant shall be disciplined, reduced in rank or denied any professional advantage without just cause.
- B. Anytime a patrolman or sergeant is called before the Borough Council regarding any action which could adversely affect the continuation of employment of that patrolman or sergeant, he shall be given notice of meeting and reasons for same and shall have a representative of the Association present to advise him at the meeting of council.
- C. The parties hereby acknowledge the command responsibility of the Director of Public Safety (Director of Police/Chief of Police) of the Borough of Surf City and the responsibilities and duties of that office as Director of Public Safety (Director of Police/Chief of Police).
- D. Each patrolman or sergeant shall have the opportunity to review his personnel folder at any time during the normal business hours of the Municipal Clerk. In all cases, the patrolman/sergeant shall be afforded copies of any material placed in the personnel folder of the patrolman or sergeant which shall be hand delivered to the officer who shall execute a receipt for same which will be attached to the insertion and placed in the officer's personnel file.
- E. Any material showing a reprimand or disciplinary action shall be removed from the folder of the patrolman or sergeant after three (3) years in which the conduct or evaluations of the patrolman or sergeant have been satisfactory since the date of the incident. Any material showing a reprimand or disciplinary action

that resulted in suspension without pay or a fine shall remain in the patrolman or sergeants folder for a period of five (5) years after which such material shall be removed from the folder of the patrolman or sergeant if the conduct or evaluation of the patrolman or sergeant has been satisfactory since the date of the incident.

F. Any and all benefits previously enjoyed by the members of the PBA will remain in effect unless otherwise agreed by both parties. This Agreement does void all other provisions of any prior Agreement with the Borough of Surf City.

1. No Waiver.

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed as a waiver thereof.

G. The PBA shall have a bulletin board made available to it.

H. Police officers shall not have personal mail sent to them at the Police Department. Any mail which is received, however, shall be given to that addressee unopened.

I. Officers may change shifts with fellow officers so long as the change is requested and approved by the ranking officer in writing at least twenty-four (24) hours in advance, coverage is maintained, and no officer will work a double shift as a result of the change. Any such request in compliance with these provisions shall not be unreasonably withheld.

- J. Qualified breathalyzer operators shall be used on a rotating basis. If a call-in is required, patrol officers and sergeants shall be called in prior to administrative officers, whenever possible and this call-in shall be done on a rotating basis.

## ARTICLE IX – STANDBY

- A. Except as is otherwise provided in Article VI, Section C, in the event an employee is required to standby for possible work, that employee will receive compensation for the time on standby. That rate shall equal two-thirds (2/3) his normal salary.
- B. For purposes of this section, standby shall be defined as the employee being instructed by the Director of Police, Officer in Charge of the Department or Police Chief to be “On Call” for a work assignment. For purposes of this section, the term “On Call” shall mean that the employee is engaged to wait at home and is unable to use the time effectively for his/her own personal purpose and will be required to respond to duty immediately.

## ARTICLE X – VACATIONS

- A. The number of vacation days shall be determined by the anniversary date of the employee. All vacations shall be taken during the year the vacation days become available and vacation time shall not be accumulated. Insofar as possible, vacations shall be scheduled between September 10<sup>th</sup> and seven (7) calendar days prior to Memorial Day of the following year. Exceptions to this ruling may be made by the Director Public Safety (Director of Police/Police Chief). This schedule pertains to all full time employees and does not include part time employees.

Computed years of service	AMOUNT OF VACATION TIME		
	2005	2006	2007
One Year	6 working days	7 working days	8 working days
Two Years and up to and Including Five Years	11 working days	12 working days	13 working days
Six Years	12 working days	13 working days	14 working days
Seven Years	13 working days	14 working days	15 working days
Eight Years	14 working days	15 working days	16 working days
Nine Years	15 working days	16 working days	17 working days
Ten Years	16 working days	17 working days	18 working days
Eleven Years	17 working days	18 working days	19 working days
Twelve Years	18 working days	19 working days	20 working days
Thirteen Years	19 working days	20 working days	21 working days
Fourteen Years	20 working days	21 working days	22 working days
Fifteen Years	21 working days	22 working days	23 working days

- B. Additionally, new officers shall be entitled to one vacation day per every seventy (70) days of employment up until completion of the first year of employment after which the above schedule shall take effect.
- C. Seniority shall prevail in the selection of vacation time.

- D. Approval or disapproval of a request for vacation time shall be given to the officer requesting the vacation within two (2) days of the submission of such request. Officers shall give five (5) weeks notice for usage of vacation time for block(s) of forty (40) hours or more. Notification of vacation leave of less than a forty (40) hour block shall be consistent with the current practice in effect as of December 31, 2000. For vacation leave of less than forty (40) hour blocks, volunteers shall be utilized first to cover the affected shift. If no officer volunteers to cover the shift, an officer may be involuntarily assigned to cover such shift in order to avoid the payment of overtime. The parties agree that officers shall be allowed to swap shifts in order to provide coverage for the officer on vacation leave for less than forty (40) hour blocks. In the event that no officer volunteers to cover said shift or no swap is made and an officer is involuntarily assigned to cover the shift, said officer shall not be involuntarily assigned more than one (1) time per month.
- E. Requests for vacation leave shall not be arbitrarily or unreasonably denied.
- F. All employees must use their recognized vacation days as full days only. No time shall be used as partial or fractional days in so far as possible.
- G. At the sole discretion of the Borough, the Borough may buy back up to a maximum of five (5) vacation days a year. Thus, if the Borough deems it necessary to ensure proper staffing levels, the Borough can unilaterally purchase five (5) vacation days from the employee's yearly allotment on the express

condition that the Borough pay said employee for the applicable number of vacation days.

## ARTICLE XI – COMPENSATION

### A. SALARY

1. The Annual Base Salary for each of the patrolmen and sergeant is as follows:

	2010	2.5% 2011	2.5% 2012	2.50% 2013	2.50% 2014
Non Academy	\$43,896	\$44,993	\$46,118	\$47,271	\$48,453
Academy	\$49,334	\$50,567	\$51,831	\$53,127	\$54,455
2yr	\$54,520	\$55,883	\$57,280	\$58,712	\$60,180
3yr	\$62,157	\$63,711	\$65,304	\$66,937	\$68,610
4yr	\$66,471	\$68,133	\$69,836	\$71,582	\$73,372
5yr	\$70,884	\$72,656	\$74,472	\$76,334	\$78,242
6yr	\$81,733	\$83,776	\$85,870	\$88,017	\$90,217
Sgt	\$87,519	\$89,707	\$91,950	\$94,249	\$96,605

2. \*Effective January 1, 2006, in exchange for the foregoing of any holiday payments and any potential increase in the number of days to be given within the Borough, the base salary of all current employees shall be increased in an amount equal to the dollar value of the thirteen holidays in 2005. For example, January 1, 2006, the following formula shall be used to determine an employee's salary:

$$2005 \text{ Base Salary} + (\text{year 2005 value of 13 holidays}) + \% \text{ increase} = X.$$

X is the new base salary for 2006. In 2007, the employee's salary will be equal to X + % increase set forth above.

3. Salaries are based upon a 2080 hour work year; and salary step increases shall occur on the employee's anniversary date of hire.

4. An ongoing record of each day of leave time used and the remaining time available for the officer per category of leave time shall be provided with the employee's paycheck as a separate insertion.

**B. LONGEVITY**

1. Longevity shall be paid to every police officer in addition to his normal base rate of pay, determined on a yearly basis by the following schedule:

**Years of Service**

After the completion of six (6) years	2% of base salary
After the completion of nine (9) years	4% of base salary
After the completion of thirteen (13) years	6% of base salary
After the completion of fifteen (15) years	7% of base salary
After the completion of seventeen (17) years	8% of base salary
After the completion of nineteen (19) years	9% of base salary
After the completion of twenty-one (21) years	10% of base salary

2. "Years of Service" shall be defined as continuous service as a full-time permanent employee. A break in service is defined as severance of employment and not a paid or unpaid leave of absence.
3. Any officer who has already received longevity payments under the prior contract shall continue to receive the same longevity under that contract, as enhanced by the provision of this contract as the appropriate time.  
  
Any officer, who would have received longevity payments in 1990 based



upon the longevity rates set forth in the prior contract, shall receive longevity payments under that contract.

4. Longevity benefits do not become a part of the Gross Base Pay at any time when computing an increase in the Gross Base Salary as a result of the additional Longevity Benefits.

## ARTICLE XII -- LEAVES AND HOLIDAYS

### A. BEREAVEMENT

1. Leave with pay not exceeding eight (8) consecutive days, including the date of death, or the date of the funeral, or some day in between, shall be granted to an employee in the event of death in his immediate family. For the purposes of this paragraph, "immediate family" is defined as parent, spouse or child.
2. Leave with pay not exceeding four (4) consecutive days, including the day of death, or the date of the funeral, or some day in between, shall be granted to an employee in the event of death in his family. For the purposes of this paragraph, "family" shall be defined as grandparents, brother or sister, or a relative living under the same roof, or the parent or grandparent of the employee's spouse.
3. In addition to the above, a temporary leave of absence may be authorized by the Director of Public Safety (Director of Police/Chief of Police) with the approval of the Borough.
4. Two (2) additional days of Bereavement Leave shall be allowed if the funeral takes place out of the State of New Jersey.

### B. HOLIDAYS

1. For the year 2005, there shall be thirteen (13) predetermined holidays for the employees of this PBA which shall be the same holidays for other permanent employees of the Borough of Surf City. In the event there is

an enlargement of the number of holidays for other employees of the Borough of Surf City, such enlargement of holidays will likewise benefit the employees of this PBA, event without further changes in this Agreement.

2. During the year 2005, in the event an employee is required to work any one of the thirteen (13) holidays prescribed by the Borough, said employee will receive compensatory time for the holiday worked, which compensatory time will be selected by the employee, with the approval of the Director of Public Safety (Director of Police/Chief of Police).
3. The subsection will not be applicable after the year 2005, and shall be disregarded from the Collective Bargaining Agreement as if it has been deleted from same.

C. SICK LEAVE

1. Each employee covered by this Agreement shall be entitled to sick leave with pay. During the employee's first year of employment, he will be granted one (1) day for each month of completed service. From the beginning of an employee's second year of employment, he will be granted twelve (12) days per year thereafter.
2. Notification
  - a. If an employee is absent for illness or accident, he shall notify his supervisor no later than two (2) hours prior to his usual reporting time.

- b. Failure to notify his supervisor may be caused for denial or abuse of sick leave for that absence and constitute cause for disciplinary action.
  - c. Any time after an employee has been absent for a period longer than three (3) consecutive days or an aggregate of twelve (12) days in a year, the Director of Public Safety (Director of Police, Chief of Police) may request a medical doctors certification regarding the employee's illness, including a statement that the employee is capable to return to work as well as the nature of the illness or injury, which caused the absence from work. However, the Director of Public Safety (Director of Police/Chief of Police) may require a medical certification in connection with any illness when it appears reasonable under the circumstances.
  - d. Abuse of sick leave will subject an employee to a disciplinary action.
3. The Borough shall pay up to \$8,000 for unused sick days at time of retirement as long as the individual leaves the employ of the Borough in good standing.
4. Officers shall accumulate unused sick days, without limit, for use in the event of illness or disability.

5. An officer can use his/her sick leave to care for members of his/her immediate family who reside in the same household. Immediate family for this purpose is defined as spouse, child or parent.

D. PERSONAL LEAVE

1. All full time police officers shall be entitled to five (5) personal leave days accumulative per annum as follows:

After three (3) months of service	1 day
After six (6) months of service	2 days
After nine (9) months of service	3 days
After twelve (12) months of service	4 days

Five (5) days per annum thereafter.

2. Three (3) of the above five (5) personal leave days cannot be denied except in the event that such days would interfere with official training classes or in the event of an emergent situation. The remaining two (2) personal leave days shall not be unreasonably denied. If such day(s) is/are denied, the employee has the right to appeal the denial to the Director of Public Safety (Chief of Police), who shall hold a hearing on the matter within three (3) working days, excluding holidays and weekends, of said denial.
3. No full time police officers shall be permitted to take more than five (5) personal leave days per annum, regardless of whether or not the personal leave days are accumulated over the years of service. Any of

the personal days not utilized by the end of the year shall be paid to the employee during the last pay of the year.

4. Effective January 1, 2003, each full time police officer employed on that date shall be permitted to keep any time previously accumulated prior to January 1, 2003, which days shall be paid to the employee when his employment with the Borough is terminated, provided the employee leaves the employ of the municipality under honorable and amicable conditions.
5. For the purposes of this section, honorable and amicable conditions shall include retirement with two (2) months notice of intent to retire, disability, voluntary termination with two or more weeks notice to the employer, or death. Voluntary termination by the employee without proper notice or termination by the employer shall not be considered honorable and amicable conditions.
6. All police officers who intend to utilize a personal leave day shall notify the Director of Public Safety (Director of Police/Chief of Police) or officer in charge no later than one (1) week in advance. The notification may be waived by the Director of Public Safety (Director of Police/Chief of Police) or the Chairman of the Police Committee. The officer shall be advised of the approval/disapproval by the Director of Public Safety, Chief of Police or his designee no later than three (3) days prior to the date of the requested leave.

## ARTICLE XIII -- HEALTH CARE INSURANCE

- A. The parties agree that police officers covered by the terms of this Agreement shall also be privy to and covered by the present health insurance plan applicable to all other Borough employees and shall derive any and all benefits offered by said plan. The Borough will also provide disability coverage similar to the coverage of the New Jersey State Disability Plan.
- B. The parties further agree that police officers covered by the terms of this Agreement shall also be privy to and covered by a full family dental plan, co-pay \$25.00 per person per year, non-deductible on preventive 100 %; class 2 services provided for 80%; class 3 services provided for 50%; maximum of \$1,000 per person per year. The plan to be determined by the Borough.
- C. The parties further agree that the police officers covered by this Agreement shall also be privy to and covered by a prescription plan to be obtained by the Borough which shall be a \$3.00/\$6.00 co-op plan. This means that the employee shall pay only \$3.00 towards any generic prescription and \$6.00 towards any other prescription obtained by him or his family under this plan following the execution of this Agreement. However, nothing in said plan shall require the employee or his family to obtain generic prescriptions.
- D. The parties further agree that the police officers covered by the terms of this Agreement shall be entitled to an optical plan through which the Borough will

reimburse an officer up to the maximum of \$100.00 in any one year period (January – December) toward an eye examination or eye glasses or contact lenses. The reimbursement may be utilized for costs incurred by the officer or member of his family, but the total reimbursement shall not be more than \$100.00 in the said one year period (January – December).

- E. The Borough reserves the right to change insurance plans and/or carriers so long as in the aggregate substantially equivalent benefits are provided.



## ARTICLE XIV -- PRIVATELY OWNED VEHICLES

- A. 1. When, by necessity, the Employer requires an employee to use a privately owned vehicle for an authorized police function, school, seminar or meeting, the employer agrees to reimburse the employee in the amount permitted by the Internal Revenue Service for mileage reimbursement for miles traveled for said police function, school, seminar or meeting. The employer may require the employee to attend a school in which particular lodging is required. In that case the employer shall reimburse the employee for that lodging expense in accordance with that which is permissible by law.
2. Said money may 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 and hold the employer harmless for any damages arising out of the employee's use of his automobile.
- Any such attendance at an authorized police function, school, seminar or meeting and or use of personal vehicle must be approved by the Director of Police or Chief of Police or Officer in Charge of the Department.

3. Only authorized police functions, schools, training, seminars or meetings required by the Borough shall be recognized as payable by the Borough of Surf City.

B. Mileage reimbursement shall not be paid for travel within Ocean County for a worker's compensation related visit to a physician. For travel outside of Ocean County, the employee shall receive mileage reimbursement as per paragraph A above.

## ARTICLE XV -- COLLEGE REIMBURSEMENT

The Borough of Surf City will pay the college tuition for police officers taking courses in the fields of crime prevention, criminal justice, etc., which directly relates to police work. Prior to approval by the Director of Public Safety (Director of Police/Chief of Police) and/or the Police Committee shall be required. In order to receive tuition, a passing grade must be obtained. Such reimbursement shall be made within thirty (30) days of receipt of the passing grade. If a passing grade is not obtained, the employee will not be eligible for such reimbursement. An officer may apply to the Borough for reimbursement for course other than those which relate directly to police work, subject to the same conditions set forth above, and also subject to the approval of an official designed by the Borough.

## ARTICLE XVI -- UNIFORMS AND EQUIPMENT

- 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 Surf City. Proper uniform shall be defined by the Director of Public Safety (Director or Police/Chief of Police) and may be changed from time to time within his discretion. To defer the costs 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, the employer agrees to reimburse each police officer the sum of \$1,375.00 in 2011 per year for replacement and maintenance of said uniforms. The clothing allowance will increase to \$1400.00 in 2012, \$1425.00 in 2013, and \$1450.00 in 2014. With regards to newly hired officers, these officers shall be allocated \$200.00 for maintenance if the new hire receives complete new issue from the Borough and the allowance permitted herein shall be prorated over the course of the employee's first year term. Such payment shall be made directly to the police officers during the first pay period of January of each year.
- B. The Borough may choose the firms to supply the uniforms to members of their police department; however, a firm named "Reds" in Tom River, New Jersey shall be one of those designated as official supplier.
- C. Equipment
1. The Borough shall supply each vehicle with a streamlight flashlight or its equivalent.

2. Officers carrying 40 caliber automatics are permitted to carry same with or without a round in the chamber.
3. Officers shall be permitted to wear jump suits or other appropriate foul weather clothing in appropriate weather conditions subject to the discretion of a superior officer in charge of the shift.

## ARTICLE XVII – MISCELLANEOUS

- A. Paid Emergency Leaves may be granted at the discretion of the Council on a case-by-case basis without loss of pay to an employee.
- B. Members of the Bargaining Unit called to serve on jury duty shall be paid the difference between their regular pay and that which is paid by the courts, to serve as a juror thus totaling the employee's regular pay. The employee shall be paid full pay by the Municipality and shall sign over his/her juror check to the municipality upon receipt.
- C. After 25 years of employment with the Borough of Surf City and retirement plan, the Borough shall continue to pay medical benefits as per the present practice.
- D. In the event of a death of an officer on or off duty, his beneficiary(s) shall be paid for all unused leave or compensatory time up to the date of his death including vacation pay, holiday pay, compensatory time pay for unused sick leave and any balance of salary due the officer to the date of death. Such payment shall be made within thirty (30) days of notice of the death to the Borough. The Borough shall provide three (3) months salary to the officer's beneficiary if the officer dies in the line of duty.
- E. Any employee covered under the terms of this Collective Bargaining Agreement who is on leave of absence or otherwise out of duty for 180 days or more within any one (1) year period (365 days) shall have prorated any and all sick days, vacation days, personal days and clothing allowance, and any payments for same, which said employee would be entitled under the terms of this Collective

Bargaining Agreement. This prorating shall not apply to any employee who is out of duty for an injury or disease which was suffered or inflicted in the line of duty.

- F. Any employee covered under the terms of this Collective Bargaining Agreement who is absent from the job, on leave of absence, or otherwise unable to report to and perform his job duties for a period of three (3) months or more, for any reason, shall be required, at the Borough's expense, to undergo a medical examination to determine the probability that such employee will be able to return to work, and the projected time for said employee's return. If in the doctor's opinion the employee has a 50% or greater chance of not being medically able to return to work within the next twelve (12) months, such employee's name will be submitted to the applicable State Pension Division for a disability pension, and the employee shall fully and expeditiously cooperate with any and all requirements and requests made by the Pension Division, including the submission of any and all requested medical documents and/or authorization releases.

## ARTICLE XVIII -- MAINTENANCE OF OPERATIONS

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or concerted willful absence of a police patrolman from his duties or employment), work stoppage, slowdown, walkout or other job action against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Association member shall be deemed grounds for disciplinary action including the possible termination from employment of such employee or employees.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough or PBA in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.



## ARTICLE XIX -- SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XX -- FULLY BARGAINED PROVISIONS


- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain-able issues which were or would have been subject to negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing and executed by both parties.

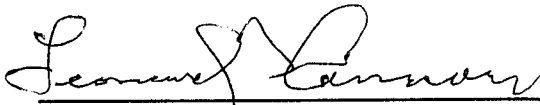
ARTICLE XXI -- DURATION AND EFFECT

- A. The duration of this Agreement shall be for four (4) years commencing January 1, 2011 and expiring at midnight on December 31, 2014.
- B. The Base Salary Guide shall be retroactive to January 1, 2011.
- C. All Articles will remain in effect until a successor Agreement has been negotiated.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal this 9<sup>th</sup> day of October, 2012.

ATTEST:

  
\_\_\_\_\_  
MARY MADONNA, Borough Clerk

  
\_\_\_\_\_  
LEONARD T. CONNORS, JR.  
Mayor of the Borough of Surf City

POLICEMENS BENEVOLENT ASSOC., INC.,  
LOCAL 175

  
\_\_\_\_\_  
Victor Rice, President PBA Local 175