

**RESOLUTION – AUTHORIZING EXECUTION OF EXTENSION OF COLLECTIVE BARGAINING AGREEMENT, WITH AMENDMENTS, WITH TINTON FALLS SUPERIOR OFFICERS ASSOCIATION LOCAL 251**

WHEREAS, as a result of negotiations instituted by and between the Borough of Tinton Falls and Tinton Falls Superior Officers Association Local No. 251 to establish terms and conditions of a Collective Bargaining Agreement for the period of January 1, 2011 through December 31, 2013; and

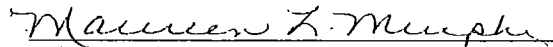
WHEREAS, said negotiations have resulted in a proposed extension of the existing Collective Bargaining Agreement with amendments unanimously ratified by the members of Tinton Falls Superior Officers Association Local No. 251 that supersede the preexisting language of the current Collective Bargaining Agreement pursuant to the terms and conditions of the Memorandum of Agreement annexed hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that the Collective Bargaining Agreement with Tinton Falls Superior Officers Association Local No. 251 for the period of January 1, 2011 through December 31, 2013, is hereby formally ratified by the Borough of Tinton Falls pursuant to the terms and conditions of the Memorandum of Understanding agreed to attached hereto; and

BE IT FURTHER RESOLVED by the Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that the Mayor and Borough Clerk are hereby authorized and directed to execute said amendments annexed hereto on behalf of the Borough upon the final approval of Special Labor Counsel and the Director of Law.

  
 GARY BALDWIN, COUNCIL PRESIDENT  
 ANDREW J. MAYER, DEPUTY COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on December 21, 2010.

  
 MAUREEN L. MURPHY, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S T A I N	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on December 21, 2010.
MS. FAMA			X				
MR. LARKIN		X	X				
DR. MAYER			X				
MR. MORRILL	X		X				
MR. BALDWIN			X				

To: Mr. Gerald Turning Sr. Borough Administrator  
From: Thomas Milano President SOA 251  
Date: December 10, 2010  
Re: SOA contract 2011-2013

TM

Sir,

Please accept this correspondence as a notification to inform you that today the SOA voted unanimously to accept the attached document as an outline for contract changes for January 1, 2011 to December 31, 2013. As you are aware, these items were negotiated and agreed upon by the Borough and the SOA's pay negotiation committee over the past several weeks.

Thank you for your time and consideration. We feel that this is a fair offer for both sides and are happy that the matters were resolved without issue.



Tinton Falls SOA

Local 251

R-10-386 BACKUP

SOA Contract

The following items were discussed in contract negotiations:

- Allowing for a three year time frame upon which the Borough may pay out compensation of accrued sick leave after retirement
- Sick leave payout upon retirement will be maxed out at 15K for members promoted after Jan 1, 2011.
- Sick leave payout for existing members shall be capped at the employees' current level as of January 1, 2011. Current levels shall be defined as the total number of days accrued, and shall be payable upon retirement as defined in the current contract at a rate of 3 for 5, up to a maximum of 110 days. The only exception to this would be if an employee's accrued sick leave is worth less than 15K on January 1, 2011, in which case, that particular employee, with regard to sick leave payout upon retirement, will fall under the standards set forth for the newly promoted.
- Continuation of 2.5% payment of base salary toward health insurance
- 1.5% of yearly pension to be paid by future retirees for health insurance.
- Raises:
  - 3% December 31, 2011
  - 3% July 1, 2012
  - 3% January 1, 2013
- Elimination of all benefits in the education clause beginning Jan 1, 2011
- Elimination of all longevity and holiday wording

Salary guide shall be as follows (subject to verification on both sides)

For members promoted prior to January 1, 2007:

	Jan 1, 2011
Sgt	137,389
Lt	144,136
Capt	151,222

For members promoted after January 1, 2007

	Jan 1, 2011
Sgt A	120,266
*Sgt B	133,676
Lt	140,241
Capt	147,135

\*Sergeants shall obtain the rank of "Sergeant B" after the completion of six years in rank A.

AGREEMENT  
BETWEEN  
BOROUGH OF TINTON FALLS  
MONMOUTH COUNTY, NEW JERSEY  
AND  
TINTON FALLS SUPERIOR OFFICERS ASSOCIATION

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January 1, 2011 through December 31, 2013

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ARTICLE I

RECOGNITION

- A. The Borough of Tinton Falls hereinafter called "Borough" recognizes Tinton Falls Superior Officers Association affiliated with P.B.A. Local #251 hereinafter called "SOA" for the purpose of collective negotiations including grievance handling, as the exclusive representative of all sworn Superior Police Officers of the Department of Public Safety, Division of Police excluding civilian employees and sworn Police Officers covered by agreement with Tinton Falls P.B.A. Local #251.

## ARTICLE II

### ASSOCIATION SECURITY

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

1. Whenever a matter involving wages, hours, or other negotiable conditions of employment is to be considered, a request for negotiations shall first be submitted to the other party in writing before July 1<sup>st</sup> of next preceding budget year in which the matter is to take effect.
2. Negotiations between the parties shall be conducted in accordance with N.J.S.A. 34:13A-1, et seq., and the Rules and Regulations and Statement of Procedure adopted by the Public Employment Relations Commission, August 29, 1969, and such amendments thereto shall take effect thereafter.
3. All negotiation sessions shall take place at such times and places as are convenient to the negotiators. If the negotiators do not agree as to the meeting place, all meetings shall be conducted at the Borough Hall. Meetings shall be held at the request of either party.
4. No extra compensation shall be granted to the SOA representatives for attendance at negotiation sessions. No more than one representative shall be granted time off to attend the sessions during working hours except at the sole discretion of the Borough.

## ARTICLE III

### GRIEVANCE PROCEDURE

- A. **Definition:** A grievance is defined as a complaint by an individual employee or the SOA on behalf of an individual employee or group of employees concerning the interpretation, application or violation of policies, agreements, and administrative decision affecting working conditions. Only those grievances involving the interpretation, application or alleged violation of the terms and conditions of the Agreement shall be eligible for binding arbitration as provided in Step Four hereof. All other grievances may be processed to Step Two of this procedure but not further.
- B. **Purpose:**
1. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
  2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the police administration, and having the grievance adjusted without intervention of the SOA's representatives provided the SOA is notified by the Borough of the pendency of such grievance and provided further that the adjustment is not inconsistent with this Agreement. The SOA shall be given the opportunity to be present at such information meetings provided the grievant requests same.
- C. **Procedure:** An aggrieved employee or the SOA on behalf of an aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days following the occurrence of the alleged grievance. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of the grievance.

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

1. Step One: An employee with a grievance shall first discuss it with employee's immediate supervisor with the objective of resolving the matter informally.

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

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

4. Step Four: In the event that the aggrieved is not satisfied with the decision of the Director of Public Safety, the SOA may, in its discretion and within fifteen (15) calendar days following the decision of the Director of Public Safety, request the Public Employment Relations Commission to appoint an arbitrator to resolve the dispute.

a. The Arbitrator shall be selected in accordance with the Rules and Regulations of the Public Employment Relations Commission.

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

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



- d. The costs of the services of the Arbitrator shall be borne equally by the Borough and the SOA. All other expenses incidental to and arising out of the arbitration shall be paid by the individual incurring them.
  - e. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
  - f. The arbitrator shall be bound by the provision of this Agreement and the Constitution and Laws of the State of New Jersey, and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from in any way the provision of this Agreement or any amendment or supplement thereof.
5. The time period specified in Steps 2 through 4 above may be extended by mutual agreement of the parties involved.
6. Nothing herein is intended to deny an employee their rights of appeal as granted by statute or case law.

## ARTICLE IV

### MANAGEMENT RIGHTS

- A. The Borough of Tinton Falls hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and of the United States, including but without limiting the generally of the foregoing the following rights:
1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
  2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
  3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department of Public Safety, division of Police after advance notice thereof to the employees to require compliance by the employees is recognized.
  4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign, or retain employees in positions within the Borough.
  5. To suspend, demote, discharge or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
  6. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, code of conduct and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A:14-118 or any national, state or local laws or ordinances.

E. Notwithstanding the above, the current work schedule will be maintained for the duration of this contract or until a successor agreement is signed and ratified, whichever event occurs last. This condition applies only to those SOA members assigned to the Patrol division.

## ARTICLE V

### MAINTENANCE OF WORK OPERATIONS

- A. The Association hereby 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 of willful absence in whole or in part, from the full, faithful and proper performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Borough. The Association agrees that such action would constitute a material breach of the Agreement.
- B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Association member shall entitle the Borough to bring disciplinary action against such employee or employees.
- C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Borough and take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity or injunction or damages, or both in the event of such breach of the Association of its members.

ARTICLE VI

WORK-INCURRED INJURY

- A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within forty-eight (48) hours of when they knew or should have known thereof to the Commanding Officer or his designee.
- B. Employees may not return to work without a certification from their physician that they are capable of returning to work.
- C. All employees of the Borough who shall sustain a disabling injury which shall mean an injury arising out of an accident that occurred out of and in the course of their employment with the Borough, the nature of which entitles the employee to receive compensation pursuant to the New Jersey Workers' Compensation Act, N.J.S.A. 34:15-1 et seq., shall receive such benefits as are prescribed in this section.
- D. The disabled employee shall receive from the borough, during the period of disability, in addition to the benefits paid directly to them from the workers' compensation insurance carrier, an amount which, when combined with the insurance payments, shall be equal to said employee's basic weekly wage based upon length of service according to the following schedule:

Length of Service	Weeks of Benefits At Full Pay
Less than 5 years	12
5 – 9 years	18
10-14 years	22
15-19 years	26
20 or more	32

- E. The schedule set forth above shall not be cumulative, so that if not exhausted in a calendar year, it shall lapse. However, if a disabling injury shall occur in one calendar year which carries into the next succeeding calendar year, the employee shall have the salary continuation benefits in each year. It is specifically intended that the number of weeks of salary continuation shall be on a calendar basis and shall be the total sum which an employee may receive in that year, irrespective of the number of disabling injuries the employee may have incurred.

- F. The rejection by the workers' compensation insurance carrier to the employee's claim for temporary disability benefits shall be a conclusive presumption that the employee is not entitled to the salary continuation benefits under this section.
- G. The salary continuation benefits under this section shall only apply to that period when the employee is entitled to temporary disability benefits under N.J.S.A. 34:15-1 et seq. It is not intended that the qualification of the employee for permanent benefits under said statute shall also qualify the employee for salary continuation benefits.
- H. If an employee is one hundred percent totally and permanently disabled as determined by the insurance carrier tendering workers' compensation benefits as a result of one (1) accident while employed by the Borough, or if the employee qualifies for benefits under the Second Injury Fund as being one hundred percent totally and permanently disabled pursuant to N.J.S.A. 34:15-1 et seq., the employee's maximum salary continuation benefits shall be that prescribed under Subsection D of this section for the year in which the accident occurred. It is not intended that salary contribution benefits shall apply to said employee for any succeeding year.
- I. All payment by the Borough to the disabled employee shall cease upon termination of payment of temporary disability benefits by the workers' compensation insurance carrier or the termination of period of salary continuation benefits permitted by this Article whichever occurs first.

## ARTICLE VII

### FUNERAL LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay within seven (7) days of day of death, but in no event shall said leave exceed three (3) calendar days, unless out of state travel is required, then said leave will extend to five (5) calendar days if properly documented.
- B. The "immediate family" shall include only husband, wife or child, parent, grandparent, brother, sister, grandchild and the following in-laws: parent, grandparent, brother, sister, step-parents and civil union partners.
- C. Reasonable verification of the event may be required by the Borough.
- D. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of the bereavement.
- E. An employee may make a request of the Commanding Officer or his designated representative for time off to attend a funeral separate and distinct from bereavement leave.

## ARTICLE VIII

### OUTSIDE EMPLOYMENT AND ACTIVITIES

- A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty, subject to limitations of this Article.
- B. It is understood that the full-time employees will consider their position with the Borough as their primary employment. Any outside employment or activity must not interfere with the employee's efficiency in their position with the Borough and must not constitute any conflict of interest.
- C. All outside employment shall be listed with the Commanding Officer. The information provided to the Commanding Officer shall include the outside employee's name, address, and the employer's name, address and the employee work schedule.
- D. Effective January 1, 1998, the hourly rate of pay for the SOA Police personnel is \$39.00 (thirty nine dollars) to \$65.00 (sixty five dollars) plus a reasonable administrative rate as solely determined by the Borough. At the option of the bargaining unit, and with notice to the Administrator, a reduced hourly rate may be negotiated for long term security work.  
  
The SOA will, by the 20<sup>th</sup> of December of each preceding year, notify the Business Administrator as to any change in hourly rate for the next year. Failure to notify shall be deemed as a desire to maintain the rate in effect.
- E. The Borough will keep all records after receiving time sheets from the appointed member of PBA Local 251.
- F. The PBA representative appointed by the Local will bill the contractor directly for services performed, directing all payments be made to the Borough of Tinton Falls.
- G. All payments to police personnel will be made only at regular pay periods.
- H. Scheduling off-duty employment, which is police related, will be arranged by a member appointed by PBA Local 251, and such employment scheduled shall be made up by said member and submitted to the Commanding Officer for his authorization which shall not be unreasonably withheld.



- I. Police personnel must wear duty uniforms or similar attire directly mandated by the Commanding Officer or his designate. The Commanding Officer may alter uniforms to meet the needs, or as he see fit.
  
- J. No employee who is receiving full compensation from the Borough under sick leave, death leave, temporary disability as hereinafter defined, worker's compensation as hereinafter defined or any other authorized leave of absence with pay shall be permitted to hold secondary employment and receive compensation therefor without the prior approval of the Borough. If any such individual holds secondary employment and received compensation therefor without prior approval of the Borough, the Borough shall be reimbursed by the employee to the extent of the compensation received from the secondary employment, and further, thus shall be a basis upon which the Borough may terminate the authorized leave status of the employee and also may initiate appropriate disciplinary actions under the provisions of this contract.

## ARTICLE IX

### CHARGES OR COMPLAINTS AGAINST EMPLOYEES

- A. Charges of complaints in writing against any member of the Police Department shall be investigated by the Commanding Officer and management personnel. In the event the Commanding Officer determines that discipline beyond a reprimand is warranted, the matter may be appealed to the Director of Public Safety, as covered in the rules and regulations of the Police Department.
- B. The Director of Public Safety may return the matter to the Commanding Officer for further investigation, dismiss the matter, or determine that formal charges shall ensue.
- C. In any case, the borough shall follow the requirements of N.J.S.A. 40A:14-147, et seq., in connection with any charges brought against a police officer.
- D. In the event of a formal hearing before the Director of Public Safety or designee, the officer will be notified in writing of the hearing date, charges, complainant's name and the names of any witnesses.
- E. The accused officer or officers shall have the right to be represented by counsel during a formal hearing and have the right to consult with and be represented by counsel at any step of the procedure.
- F. Officers have the right to obtain counsel of their choice in civil matter and disciplinary matters and to reimbursement at a rate not to exceed the rate of outside legal counsel for general legal representation of the Borough unless the Borough has appropriate insurance coverage. Employees brought up on disciplinary charges shall only receive legal costs as specified above and provided by N.J.S.A. 40-A:14-155 if totally exonerated of charges as provided by case law.
- G. An employee who is called in for questioning during an investigation, which the employee has reasonable cause to believe that the end result of said questioning and investigation could lead to disciplinary action, has the right to request and have present a representative of his choosing prior to answering any questions.

## ARTICLE X

### VACATION

- A. Vacation time shall be:
1. Ten (10) working days vacation for service of one (1) through five (5) years;
  2. Fifteen (15) working days vacation for service of six (6) through ten (10) years;
  3. Twenty (20) working days vacation for service of ten (10) through fifteen (15) years;
  4. Twenty-five (25) working days vacation for service of fifteen (15) years or more.
- B. Time for vacation should be taken in the year earned. Time will be considered by anniversary years. Exceptions to this must be approved in advance by the Borough.
- C. Extra compensation shall not be allowed in lieu of unused vacation as it is the desire that each officer take advantage of the annual vacation period of health, rest, relaxation and pleasure.
- D. If any employee is out of work for any thirty (30) consecutive calendar days by reason of an accident or illness that occurs off duty, they shall lose 1/12 of their vacation benefits in the succeeding year. They shall lose an additional 1/12 of vacation benefits in the next succeeding year for each additional thirty (30) consecutive calendar days that they are out of work during the calendar year to the end that an employee who does not work during an entire calendar year shall receive no vacation benefits in the next succeeding year.

ARTICLE XI

CLOTHING ALLOWANCE

- A. If the Borough requests or orders any type of uniform change for any reason, then the total cost of that change of uniform shall be paid for by the Borough.

## ARTICLE XII

### OVERTIME

- A. Overtime shall be defined as all time worked in excess of the normal work schedule. Overtime shall not include time worked which is less than fifteen (15) minutes prior to the beginning of shift changes between officers. No pay for overtime shall be allowed unless authorized by the Commanding Officer or other designated superior officer.
- B.
  - 1. Overtime shall be defined as time worked in excess of forty (40) hours when a police officer is in attendance at a police academy or assigned to the bureaus of investigation, traffic or juvenile.
  - 2. Overtime shall also be defined as time worked in excess of an eight (8) hour tour of duty when an officer is assigned to a five (5) day per week schedule, when an officer works a normal day off, when an officer works more than five (5) days if assigned to any other schedule, or when undertaking training activities outside of the officer's normal schedule.
- C. Overtime shall be compensated at time and one-half times the officer's base regular rate of pay.
- D. At the police officer's option, overtime may be paid either by payment or by compensatory time off at time and one half the number of hours worked. Rank of Lieutenant and above will accept compensatory time in lieu of overtime payment in cash. A maximum of one hundred twenty (120) hours of compensatory time may be accumulated only with the approval of the Commanding Office or his designee.
- E. All compensatory time shall be utilized in the year in which it is earned and, except as modified herein, may not be carried into the next succeeding year unless the police officer has not been afforded the opportunity to utilize said compensatory time. Maximum one hundred and twenty (120) hours compensatory time may be carried into the next succeeding year only with the approval of the Director of the Department of Public Safety following the favorable recommendation of the Commanding Officer.
- F. In the event that any officer is called in for duty on a day off or is called in to duty after the officer has been released from their tour of duty, they shall be paid a minimum of two (2) hours pay at time and one half their base rate.

- G. For purposes of calculating the forty hour work week, contractual days off shall be considered time worked.
- H. Detective Sergeant shall receive a stipend of \$500.00 per quarter. This \$500.00 represents an amount of compensatory hours equal to the overtime rate of the Detective Sergeant. Once these hours have been satisfied, the Detective Sergeant shall accept compensatory time and time and one half in lieu of cash payment for overtime. The Detective Sergeant shall not be eligible for patrol overtime unless directed by a higher authority.

## ARTICLE XIII

### ANNUAL PHYSICAL EXAMINATION

Each police officer may, at the Borough's discretion, be required to take an annual physical examination administered by a physician and/or medical laboratory of the Borough's choice. The extent of such physical examination shall be determined by the Borough after consultation with reliable medical authorities. The results of the annual physical may only be utilized for purposes permitted by law.

ARTICLE XIV

SALARY GUIDE

A. All employees hired after July 1, 1987 shall be paid on a week-delayed payroll basis. Current employees may be converted to week delay basis at the sole discretion of the Borough if no loss in salary occurs.

B. The base annual salaries of employees covered by this Agreement shall be as follows:

For members promoted to the SOA bargaining unit prior to January 1, 2007

January 1, 2011	
Sergeant	\$137,389
Lieutenant	\$144,136
Captain	\$151,222

For members promoted to the SOA bargaining unit after January 1, 2007

January 1, 2011	
Sergeant A	\$120,266
*Sergeant B	\$133,676
Lieutenant	\$140,241
Captain	\$147,135

C. Effective December 31, 2011, all employees shall receive a 3% wage increase.

D. Effective July 1, 2012, all employees shall receive a 3% wage increase.

E. Effective January 1, 2013, all employees shall receive a 3% wage increase.

\*Sergeants shall obtain the rank of "Sergeant B" after the completion of six years in Rank A.

D. Salaries shall be retroactive to the effective dates set forth in Section B above, less any payments that may have been made to any unit employee as a result of the payments pursuant to Article XII and XIII.



## ARTICLE XV

### SICKNESS AND SICK LEAVE

- A. The Borough shall arrange for a group policy covering temporary disability for all of the full-time members of the police department represented by the SOA. It is understood by the Borough and the SOA that the Borough currently has an existing policy that follows the State of New Jersey providing this coverage. The policy is available for inspection by the SOA and, in addition to other requirements, mandates that an officer may not receive temporary disability benefits unless they have exhausted all accumulated sick days. To have a valid claim, the police officer must fulfill the requirements of the Disability Plan.
- B. Each full-time member of the police department shall be entitled to sick leave with pay at the rate of one (1) day for each thirty (30) calendar days, to a maximum of twelve (12) days in any calendar year. If an officer is out for thirty (30) days or more due to a disciplinary suspension, the officer will forfeit the accumulation of one (1) day per month for each thirty (30) days of suspension. Unused sick days may be accumulated without limitation. It is understood that for purposes of buyout, a maximum of one hundred ten (110) days may be accumulated which includes those days accumulated, if any, as of December 31, 1981, as further discussed in Paragraph "D" hereafter.
- C.
  - 1. Upon death or upon retirement, with not less than twenty (20) years nor more than twenty-five (25) years of service credited to the pensions system, the Borough shall pay the police officer or, where appropriate, their estate, for all accumulated sick leave in an amount equal to one (1) day's pay for each five (5) calendar days of accumulated sick leave as of the first of the month following the date of death or retirement as aforesaid, not to exceed twenty two (22) days for one hundred ten (110) days accumulated.
  - 2. Upon death or upon retirement, with not less than twenty-five (25) years of service credited to the Pension System, the Borough shall pay the police officer or, where appropriate, their estate, for all accumulated sick leave in an amount equal to three days' pay for each five (5) days of accumulated sick leave as of the first of the month following the date of death or retirement as aforesaid not to exceed sixty six (66) days for one hundred ten days (110) accumulated at their last year's salary unless they choose option H. For officers promoted to SOA on or after 1/1/11, sick leave payout upon retirement will be maxed out at \$15,000.

- D. Sick leave payout for existing members shall be capped at the employees' current level as of January 1, 2011. Current levels shall be defined as the total number of days accrued, and shall be payable upon retirement as defined in the current contract at a rate of three (3) for five (5) up to a maximum of 110 days. The only exception to this would be if an employee's accrued sick leave is worth less than \$15,000.00 on January 1, 2011, in which case, that particular employee, with regard to sick leave payout upon retirement, will fall under the standards set forth for the newly promoted.
- E. "Sick leave" shall mean paid leave that may be granted to each employee who, through sickness or injury that is non-job-related, has become incapacitated to a degree that makes it impossible for them to perform the duties of the position or who is quarantined by a physician because of exposure to a contagious disease. Sick leave may also be used to care for a sick member of the immediate family or a relative residing in the household.
1. To be eligible to receive regular compensation during any such period of sick leave, the employee shall provide the following:
  2. Notify the Borough at least four hours prior to the time they would normally begin work absent emergent circumstances. The notice shall state the nature of the illness or injury, the inability to report to work and the probably duration of the illness or injury.
  3. A certificate from a licensed practicing physician or dentist may be required when absence caused by an illness or injury exceeds three (3) consecutive working days in duration, but shall be required when absence caused by illness or injury exceeds five (5) consecutive working days in duration. In addition, said certification may be required from the first day of all absences due to illness or injury which constitute the third absence due to illness or injury of an employee in a calendar year.
  4. The employee shall not be eligible to receive their usual compensation unless the employee files with their immediate supervisor and the supervisor in turn files with the Borough Personnel Officer the certification required by Subsection E3 hereof, setting forth precisely the nature of the illness or injury, the inability to work and the probable duration of the disability.
- F. Upon request of the Borough, an employee applying for sick leave benefits, temporary disability benefits, or workers' compensation benefits shall be required to submit to an examination by a physician or physicians designated by the Borough, the cost of said examination to be borne by the Borough.

- G. When no sick time is used in a six month period, the officer may elect to convert three accrued sick days to a non-compensable Emergency Day. This conversion is not accruable and not compensable above the base pay for a one day leave. Option must be exercised in the succeeding six month period.
- H. Officers shall have the option to be paid for their accumulated sick leave beginning with their remaining 3 years of service after 22 years of service in the Pension system. If this option is chosen in the 23<sup>rd</sup> year, the maximum compensation will be 22 days per year for three years. If this option is chosen in the 24<sup>th</sup> year, the maximum compensation will be 33 days per year for two years. The officer must have accumulated enough time to cover the day compensated based upon the rate of 3 days for each five accumulated sick leave not to exceed a total of 66 days for 110 days accumulated. The Officer shall (in writing) waive all other sick leave pay-out benefits should he or she elect one of the above mentioned options.

Payment shall be made on the 22<sup>nd</sup> or 23<sup>rd</sup> anniversary date (based on years of service in the Police and Firemen's Retirement system) of the year the option is chosen. For budgeting purposes, officers agree to notify the Borough in writing by the first of November of the year preceding the exercise of this option. Compensation will be "locked in" at the officer's pay rate at the time this option is chosen. Total compensation shall be based upon the rate of 3 days of pay for each 5 days accumulated not to exceed a total of 66 days for 110 days accumulated.

- I. Sick leave payout upon retirement will be maxed out at \$15,000.00 for members promoted to SOA on or after January 1, 2011 and will be capped at the officer's salary as of/on January 1, 2011.
- J. All sick leave pay-outs will occur over a three (3) year period beginning with the year retired as long as sufficient notification has been given to the Borough.

## ARTICLE XVI

### INSURANCE

- A. The Borough shall provide and maintain life insurance coverage in the amount of \$20,000.00 for each police officer covered by the agreement in addition to any and all insurance coverage now in effect after two (2) months of service with the Borough. False arrest insurance up to 1985 limits and liability insurance shall be provided by the Borough as part of its overall insurance coverage. The Borough reserves the right to self insure false arrest insurance.
- B. The Borough shall provide all employees medical plans offered by the State Health Benefits Program, including but not limited to Direct 10 or its equivalent or better.
- The Borough reserves the right to change insurance carriers as long as equivalent or better benefits as provided in the State Health Benefits Plan (including, but not limited to, Direct 10) coverage. The Borough shall provide at least 45 days of notice of any change in insurance carrier and shall provide the SOA with the new health proposal.
- C. The Borough will assume the entire cost of hospitalization, major medical and pay all of the premiums for employees who have retired in a disability pension or after 25 years or more service credited to the pension system. Any officer retiring after January 1, 2011 will be required to contribute 1.5% of yearly pension toward retired health benefits.
- D. In lieu of optical expenses, effective January 1, 1990, the Borough shall provide a dental plan with substantially similar benefits to Delta Dental Plan IIIB with the following minimum benefits:
1. Eligible patient benefits payable up to \$1,500.00 per year. Orthodontic patient benefits payable up to \$1,000.00 per case.
  2. \$25.00 deductible per individual. \$75.00 family maximum aggregate deductible.

Copayments (Plan/Employee)

a) Prevention/diagnostics	100%/10%
b) Restorative basic benefits	80%/20%
c) Prosthodontic benefits	50%/50%
d) Orthodontic benefits	50%/50%

3. Area participating dentist

F. Employees shall contribute 1% of their base salary towards medical insurance coverage beginning January 1, 2009. Effective June 1, 2010, employee contribution toward medical insurance is 2 ½% of base salary. The deductions shall be in 26 payments to the Borough and shall only be taken at regular pay intervals. Upon retirement, the Borough shall assume the entire cost of medical insurance premiums and prescription coverage. Any employee retiring after January 1, 2011 will be required to pay 1.5% of retiree salary toward retired health benefits.

G. The Borough shall provide a fully paid prescription plan to all employees and retirees. Coverage is as follows:

The Borough shall provide a prescription plan through the State Health Benefits Program. There will be a separate prescription drug plan provided.

The Borough shall provide a fully paid prescription plan to all employees. Employees shall be required to pay a co-payment for each prescription based on the State Health Benefits prescription plan.

Mail order drugs shall have the same co-payment for a three-month subscription.

1. An employee or their dependents that are on “maintenance drugs” are required to use the “mail order” plan. Should an emergency arise whereby the employee or their dependents be in urgent need for a maintenance drug and for just cause, could not be obtained through the “mail order” plan, the employee or dependent would be permitted to fill their order through normal means.

## ARTICLE XVII

### MAINTENANCE OF STANDARDS

This Agreement is not intended to alter the rights benefits or obligations of members of the Department, pursuant to existing ordinances of the Borough, the Laws of the State of New Jersey, and of the United States of America except that where provisions of existing resolutions or ordinances of the Borough are directly inconsistent with provisions of this Agreement will control all negotiable terms and conditions of the employment of Police Officers in the Borough of Tinton Falls.

## ARTICLE XVIII

### SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIX

LAYOFF

Employees laid off shall be given a minimum of two (2) week's notice or two weeks' pay.



## ARTICLE XX

### LEAVES OF ABSENCE

- A. All requests for leave of absence shall require the approval of the Borough except sick leave, court leave, or death leave, as hereinafter defined. A request for any type of leave shall be made sufficiently far in advance of the intended date of separation to permit approval by the Borough and to permit the Borough to make adequate arrangements to avoid loss of municipal services.
  
- B. Leave without pay. Leave without pay shall be granted only to full-time regular and part-time regular employees. It shall be granted when the employee is seeking leave of absence of illness and has exhausted accumulated sick and vacation leave or is seeking leave other than for illness and has exhausted vacation leave. Written request for leave without pay must be initiated by the employee, favorably approved by the Commanding Officer and approved by the Public Safety Director to be effective. Such leave shall not be approved for a period longer than three (3) months at one time. The leave may be extended for an additional period upon written application and approval by the Borough.
  
- C. If the employee is subpoenaed as a witness by a third party in a matter where the Borough is not a party, appearance in court shall be an authorized leave and employee shall not sustain a loss of compensation, but employee shall supply the department head and the Borough with a copy of the subpoena.

## ARTICLE XXI

### MILITARY LEAVE

- A. Any full-time regular or part-time regular permanent employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in field training shall be granted a military leave of absence for the period of such training upon presentation of such proper evidence as may be required, less credit for the compensation received from the National Guard, Naval Militia, Air National Guard or reserve component of the Armed Forces of the United States.
  
- B. When a full-time regular or part-time regular permanent employee, not on probation, has been called to active duty or inducted into the military or naval forces of the United States, they shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service, provided they do not voluntarily extend such service. Such employee may be reinstated without loss of privileges or seniority, provided they report for duty with the Borough within ninety (90) days following discharge from military service and shall have taken and passed the required physical examination by the physician designated by the Borough.

ARTICLE XXII

TEMPORARY DISABILITY

- A. A group policy for temporary disability for non-job-related injuries or illnesses is provided to all full-time regular and part-time regular employees, effective after three (3) months of continuous service. The cost is paid in full by the Borough.
- B. In addition to the benefits payable under the group policy for temporary disability, the Borough shall pay to the employee the difference between their regular salary and that which they received under the group policy for a period of time dependent upon their length of service as set forth in the following schedule:

Length of Service	Weeks of Benefits At Full Pay
Less than 6 months	None
6 months to 1 year	2
1 to 5 years	4
5 to 10 years	12
10 to 15 years	16
15 to 20 years	20
20 or more years	26

- C. For an employee to receive the benefits of this section, they must complete the necessary application and be approved for payment under the group policy maintained by the Borough. If payment is rejected by the insurance carrier, it shall be conclusively presumed that the employee is not entitled to the benefits set forth in Subsection B above.
- D. The schedule set forth in Subsection B above shall not be cumulative, so that if not exhausted in a calendar year, it shall lapse. However, if a disabling injury shall occur in one calendar which carries into the next succeeding calendar year, the employee shall have the salary continuation benefits in each year. It is specifically intended that the number of weeks of salary continuation shall be on a calendar basis and shall be the total sum which an employee may receive in that year, irrespective of the number of disabling injuries he may have incurred.
- E. When the employee is receiving temporary disability benefits, they shall be responsible for payment of contributions toward the pension system and life insurance. For convenience, the Borough will handle the payments through payroll deduction. However if the salary is discontinued due to temporary disability, a leave of absence pursuant to this contract must be required and approved to maintain coverage under the life insurance and membership in the pension system.

- F. All usual employee benefits will continue in effect while an employee is receiving temporary disability benefits under this article.

## ARTICLE XXIII

### DISPOSITION OF RECOVERY FROM THIRD PARTY

If an employee shall receive any benefits against a third party by reason of an injury or illness which causes the employee to receive income benefits under the sick leave, temporary disability or workers' compensation provision (Article VI) of this contract, the Borough of Tinton falls shall have a lien excluding pain and suffering and punitive damages upon that portion of the recovery against the third party which represents the sum paid by the Borough to the employee.

## ARTICLE XXIV

### FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. 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 parties at the time they negotiated or signed this Agreement.

## ARTICLE XXV

### DURATION OF AGREEMENT

#### Section 1:

This Agreement shall become effective as of January 1, 2011 and shall expire December 31, 2013. Both parties agree to commence negotiations for the year of 2014 in accordance with then applicable rules of the Public Employment Relations Commission.

#### Section 2:

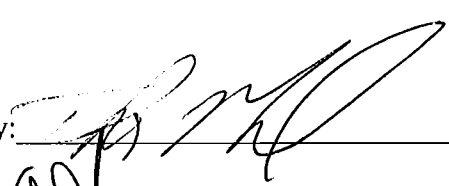
In the event negotiations are not completed for a new agreement by the expiration date of this Agreement, the parties agree that this Agreement shall remain in full force and effect until such time as the new agreement is reached.

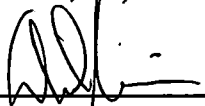
IN WITNESS WHEREOF, the parties hereto have set their hands and seals a Tinton Falls,

New Jersey on the dates as set forth below.

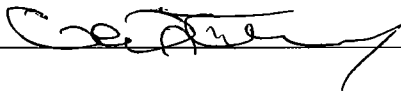
SUPERIOR OFFICERS ASSOCIATION  
AFFILIATED WITH THE NEW JERSEY  
STATE P.B.A.

BOROUGH OF TINTON FALLS

By:  \_\_\_\_\_

 \_\_\_\_\_  
Wayne Van Sen \_\_\_\_\_

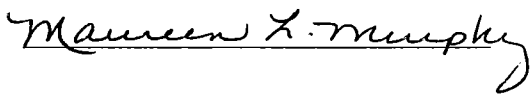
WITNESS:

 \_\_\_\_\_

Date: \_\_\_\_\_

 \_\_\_\_\_

WITNESS;

 \_\_\_\_\_

Date: \_\_\_\_\_



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