

**AGREEMENT**

**BETWEEN  
THE**

**BOROUGH OF LONGPORT**

**AND**

**NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION LOCAL NO. 363**

**JANUARY 1, 2012 THROUGH DECEMBER 31, 2014**

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## AGREEMENT

This AGREEMENT entered into this 8th day of November 2012, by and between the BOROUGH OF LONGPORT, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough" and POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 363, duly appointed representative of the Police Department of The Borough of Longport, hereinafter called the "Association".

## **PURPOSE**

This Agreement is entered into pursuant to the provisions of Chapter 123, Laws of 1974 (N.J.S.A. 34:13A-5.1 et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation, and understanding between the Borough and Employees; to prescribe the rights and duties of the Borough and Employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the Borough of Longport.

**ARTICLE I**

**RECOGNITION**

A. The Borough hereby recognizes the Association as the sole and exclusive negotiating agent and representative for all full-time employees, except the Chief of Police, employed in the Borough of Longport Police Department, but excluding all other personnel employed in the Borough of Longport Police Department and all other Borough employees. This recognition is pursuant to certification issued by the Public Relations Commission on May 22, 1989 (Docket No. RO-E-39-110). Where an Employee, otherwise covered by this contract, is designated by the public employer as "Acting Chief of Police" and is actually serving in the capacity of Acting Chief of Police for other than short term coverage, said Employee shall not be covered by the contract during said Acting Chief of Police status.

B. The titles "Policeman", "Police Officer" and/or "Employee" shall be used interchangeable and shall be defined to include the plural as well as the singular and to include males and females, uniformed members and uniformed members assigned to plainclothes, but not Crossing Guards.

**ARTICLE II**

**PRESERVATION OF RIGHTS OF THE PARTIES**

A. The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of the Longport Police Department which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

B. Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administration decisions affecting any Employee(s) covered by this Agreement.

Minor disciplinary matters (less than six (6) days of fine or suspension or equivalent thereof) shall be included in this Grievance Procedure.

The procedure for settlement of grievance shall be as follows:

**STEP ONE:** In the event that any Employee covered by this Agreement has a grievance, then within ten (10) working days of the occurrence of the event being grieved, the Employee shall present the grievance in writing to the Chief of Police or the Officer in charge of the Department in the event of the Chief's absence. The Chief, or his designee, must render a decision within fifteen (15) working days of receiving the grievance and such decision must be in writing. Proceedings beyond Step One shall be audio taped. Copies to be provided for both parties.



## **GRIEVANCE PROCEDURE (cont'd)**

**STEP TWO:** If the Association wishes to appeal the decision of the Chief of Police (or the Officer in charge if the Chief is absent), it shall be presented in writing to the Commissioner of Public Safety or the Commissioner's delegate within ten (10) working days.

This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Commissioner of Public Safety or the Commissioner's delegate may give the Association the opportunity to be heard and will give a decision in writing within twenty (20) working days of receipt of the written grievance.

**STEP THREE:** (1) If no satisfactory resolution of the grievance is reached at STEP TWO, then within five (5) working days, the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of said commission. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such Arbitration shall be borne equally by the parties. (2) It is agreed between the parties that no Arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Commissioner of Public Safety or the Commissioner's delegate on the grievance. (3) Employees covered by this Agreement shall have the right to process their own grievance without representative. (4) The cost of the Arbitrator shall be borne equally by the parties, but each party shall be responsible for such other costs as he may incur.

## ARTICLE IV

### MANAGEMENT RIGHTS

The PBA recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority vested in the Employer by the laws and Constitutions of the State of New Jersey and of the United States are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement and law. Nothing in this Agreement shall interfere with the right of the Borough in accordance with applicable law, rules and/or regulations to carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible, as determined in the Borough's good faith judgment and to establish reasonable work rules pursuant to law. The Borough shall have the right to determine all matters concerning the management or administration of its police department, including, but not limited to, the right to direct its workforce, to hire, transfer, lay off and assign employees, to combine, eliminate and modify jobs and duties, to determine work standards and quality, to introduce new or improved methods of operation, and to determine the number of employees needed for specific work assignments, subject only to such limitations as are specifically provided in this Agreement and law.

**ARTICLE V**

**NON-DISCRIMINATION**

A. The Borough and the Association agree that there shall be no discrimination against any Police Officer because of race, creed, color, religion, sex, national origin or political affiliation.

B. The Borough and the Association agree that all Police Officers covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Association against any Officer because of the Officer's membership or non-membership or activity or non-activity in the Association.

**ARTICLE VI**  
**BULLETIN BOARD**

A. The Association shall have the use of the bulletin board located in the Police Department Headquarters for the posting of notices relating to meetings and official business of the Association only.

B. Only material authorized by the signature of the Association President, Steward or Alternate shall be permitted to be posted on said bulletin board. Any unauthorized material may be removed by the Chief of Police.

## ARTICLE VII

### WAGES

- A. The base annual salaries for Employees covered under this Agreement shall be as set forth in Appendix A. Bi-monthly payments will be made to each Employee covered herein on the 15<sup>th</sup> and 30<sup>th</sup> day of each month. If the 15<sup>th</sup> or the 30<sup>th</sup> shall fall on a weekend or holiday, checks will be distributed on the last Borough work day immediately preceding the respective 15<sup>th</sup> or 30<sup>th</sup>. The base annual salary guide shall be deemed retroactive to January 1 of the respective year. Any retroactive monies due Employees by virtue of this clause shall be paid as soon as possible after execution of this Agreement.
- B. There shall be a minimum of a seven percent (7%) rank differential between the ranks of Patrolman, Sergeant, Lieutenant, and Captain as measured at top step of the preceding rank, exclusive of longevity pay and college allowance.
- C. Any Employee's annual salary for overtime and pension purposes shall include his base salary, longevity pay, EMT or CPR/AED stipend and college allowance.
- D. With the establishment of the recruit step in the wage scale appearing in Appendix A, Employees so engaged will move to the 1<sup>st</sup> year rate step on January 1<sup>st</sup> following successful completion of an appropriate police academy and the locally administered Field Training Officer Program. Thereafter, employees will progress on the wage scale on January 1<sup>st</sup>.

**ARTICLE VIII**

**PERSONAL DAYS**

A. Each Officer shall be eligible for three (3) Personal Days per year that may be used at the Officer's discretion throughout the year. Personal days are available January 1 of each year and must be used by the end of the calendar year in which they were issued. Personal days shall not be carried from year to year.

B. Personal Days shall not be accrued or pro-rated. They will be available to each Officer at the first day of each year, provided that the Officer is not on terminal leave. If an Officer is on terminal leave on the first of the year, he/she will not be entitled to any Personal Days in that calendar year. Subject to scheduling considerations and appropriate approval, these days may be taken in hourly increments.

C. Requests for Personal Days must be submitted forty-eight (48) hours in advance except where emergency circumstances prevent the Officer from doing so. Personal days may be taken in hourly increments with the prior approval of the immediate supervisor. Said approval will not be unreasonably withheld by the immediate supervisor.

**ARTICLE IX**

**SICK LEAVE**

- A. All employees with one (1) year service shall receive as of January 1<sup>st</sup> of each year, twelve (12) sick days. Employees with less than a full year of service shall receive one (1) day of sick leave on the first workday of each month served. Said entitlement shall be designated as the annual sick leave.
- B. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the Employee or necessary attendance upon a member of the immediate family. For purposes of this provision only, immediate family is defined as a spouse, child, and sibling residing in the same residence or parent residing in the same residence or parent residing in a residence where the Employee has custodial care responsibilities.
- C. In the event that the Employer seeks certification or verification of sick leave use, then the cost of such certification or verification shall be paid by the Employer.
- D. In order to protect the Employees from the impact of mid-term (beyond twelve (12) days) and long term illness and injury, all annual sick leave which is not used in a calendar year shall accumulate and be carried forward for use in successive calendar years for valid medical need.
- E. Upon retirement, an Employee hired on or before November 8th, 2012 who has accumulated sick leave shall be entitled to full compensation for the then current daily value of all accumulated sick leave. An Employee hired after November 8th, 2012 who has accumulated sick leave shall be entitled to compensation for the then current daily value of one-half of their accumulated sick leave, or six months

salary, whichever is less unless otherwise capped by state law.

At retirement the employee's maximum eligible amount of accumulated sick time as determined by hire date listed above will be converted to a lump sum payment.

Officers whose accumulated sick leave exceeds fifty (50) days may apply annually by July 1<sup>st</sup> for cash out of up to twelve (12) days sick leave in any calendar year. Sick leave cash out payment will be paid as soon as reasonable, but not later than January 15<sup>th</sup> following the request.

F. After five (5) years for continuous service, any employee who resigns in good standing is entitled to full compensation of all accumulated sick time up to a maximum of thirty (30) days.

G. Sick Leave Incentive: The following incentive is established effective January 1<sup>st</sup> 2008:

a. An Employee who has reported to work as scheduled and served for all his/her shifts from January 1<sup>st</sup> to June 30<sup>th</sup> shall be eligible for a single payment of three hundred fifty dollars (\$350) each calendar year.

b. An Employee who has reported to work for and served all of his/her shifts from July 1<sup>st</sup> to December 31<sup>st</sup> for a single payment of five hundred dollars (\$500) each calendar year.

c. Any Employee using one (1) sick day in either time frame above shall not be eligible for sick leave incentive payments for that indicated time frame.

d. All payments pursuant to this section shall be made along with the second pay period in January of the calendar year following eligibility.

e. Payments pursuant to this section shall not be included in overtime calculations.



**ARTICLE X**

**LONGEVITY**

Each Employee shall be entitled to longevity benefit computed on said Employee's base salary based upon years of service. The following schedule shall apply:

**Officers Sworn In Prior To July 1st, 2007:**

Upon completion of five (5) years of service	Two Percent (2%)
Upon completion of ten (10) years of service	Four Percent (4%)
Upon completion of fifteen (15) years of service	Six Percent (6%)
Upon completion of twenty (20) years of service	Eight Percent (8%)
Upon completion of twenty-two (22) years of service	Ten Percent (10%)

**Officers Sworn On Or After July 1st, 2007:**

Upon completion of five (5) years of service	Two Percent (2%)
Upon completion of ten (10) years of service	Three Percent (3%)
Upon completion of fifteen (15) years of service	Four Percent (4%)
Upon completion of twenty (20) years of service	Six Percent (6%)
Upon completion of twenty-two (22) years of service	Ten Percent (10%)

All longevity payments shall be added to and become part of base salary.

## ARTICLE XI

### HOURS OF WORK AND OVERTIME

- A. The work schedule for Police Officers covered herein will be based on a forty (40) hour work week, comprised of five (5) eight (8) hour days with two days off that will be assigned whenever there are new squad assignments made by the Chief of Police. Officers in accordance with seniority will select days off which will be consecutive unless the Officer elects to the contrary in accordance with the parameters set by the Chief. Days off will remain constant and not subject to change without a reassignment of squad. Officers may voluntarily adjust days off to facilitate participation in non-mandatory training opportunities or special assignments.
- B. All work in excess of eight (8) hours in a day or work on any scheduled day off shall be compensated at the overtime rate (time and one half (1 ½)).
- C. All overtime earned shall be paid not later than the second paycheck following the date of the service being performed.
- D. Each employee shall have the sole discretion of having the compensation for regular overtime work paid in compensatory time off. In said event the compensation shall be one and one-half (1 ½) hours for each hour worked. Use of said compensatory time (CTO) shall be at the Employee's sole discretion, subject to prior departmental approval. At no time shall any Employee have more than two hundred forty (240) hours in said Employee's Compensatory Time Off bank. As an exception, overtime associated with grants and special details will be paid

in accordance with the terms and conditions of these assignments and will not be eligible for the compensatory time off election.

E. Officers having more than eight (8) hours in their Compensatory Time Off bank may request in December of each year the redemption of eight (8) hour blocks of such time subject to cap of eighty (80) hours. The Chief of Police will approve the requests for cash or time redemption in the following year. Cash redemption payments will be made not later than April 1<sup>st</sup> following the redemption request.

F. Overtime is to be paid using fifteen (15) minute increments. If any Employee works two (2) hours and five (5) minutes, that Employee is entitled to two and a quarter (2 ¼) hours of overtime. If an Employee works one (1) hour and fifty-five (55) minutes, that Employee is entitled to two (2) hours of overtime.

G. If an Employee is placed on ON-CALL status for duty, meaning any method of which Employee is required to keep in contact with the Employer for the purpose of being called to work, said Employee shall be entitled to two (2) hours overtime compensation each day.

H. If an Employee is placed on ON-CALL status for court, meaning any means of which Employee is required to keep in contact with the Employer for the purpose of being called to court, said Employee shall be entitled to one (1) hour overtime compensation each day.

I. If an Employee is required to report for duty on overtime, said Employee is to be paid a minimum of three (3) hours overtime compensation. An employee being relieved from the 11:30

pm - 7:30 am shift, who is required to be present for Court shall have the option of working through until Court opens and be compensated at the overtime rate for a minimum of three (3) hours. These Officers will, in return, avail themselves for patrol duties or other police duties as assigned from 7:30 am to 9:00 am when Court begins.

### **I. Assignment of Overtime**

1. Overtime Opportunities will be distributed as equitably as reasonably possible among employees. All decisions related to the need for overtime shall be at the discretion of the Chief of Police or his designated representative.

2. In the event the Chief determines that overtime is necessary, the overtime opportunity shall be first offered to the officers regularly assigned to that shift who are not scheduled to work. If no officer on the shift who is not scheduled is available, such overtime assignment shall be offered to officers on other shifts who are not scheduled for a shift on the day the overtime opportunity exists.

If no officer is available to volunteer for the shift, the officers on the shift prior to the vacancy and the officers on the shift beginning immediately after the vacancy will be required to split the vacant shift equally.

3. Any officer receiving an overtime opportunity by telephone who fails to answer the call will be considered to be unavailable for the opportunity. Nothing in this section shall be construed to require that the Borough do more than call an officer's home telephone number (or other telephone number(s) which the Employee has provided to the Chief of Police in writing) to offer the overtime opportunity.

4. In the event that the Borough, as a result of a good faith error, fails to offer overtime to the appropriate Employee in accordance with the above-described procedure, that Employee shall be offered the next available overtime opportunity.
5. The Borough retains the right to assign overtime outside of the procedure in the event of an emergency.
6. Any officer working a Special Detail wherein a "private party" has contracted for policing services shall be compensated at the current top patrolman's overtime rate, without regard to the amount the Borough might charge for said services, and receive a guaranteed minimum of three (3) hours of pay per assignment.

**J. Officer in Charge Pay:**

When a Sergeant in charge of a shift is off for a period exceeding two consecutive shifts, the Senior Officer may be appointed as acting supervisor of that squad, Officer in Charge (OIC). OIC shall be entitled to a twenty-five dollar (\$25) acting SGT increment to the wage for each shift the Officer exercises the additional supervisory and reporting responsibility.

**ARTICLE XII**

**PENSION**

- A. The Borough shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.
- B. The Borough will pay to the appropriate Police Retirement Fund all amounts which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.
- C. It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

## ARTICLE XIII

### MEDICAL INSURANCE

A. The current Medical Insurance Plan (Blue Cross/Blue Shield) shall be maintained at the Employer's sole expense. The current Prescription, Dental Plan, Optical Plan and all other insurance currently in effect shall be continued at the Employer's sole expense equal to or better than the State Health Benefits Program.

B. In the event that the public Employer seeks to modify or alter Insurance Plans in any way, said change or modification shall be limited to plans which are equivalent to the coverage then currently in effect. In the event that the Employer intends such change, then the PBA shall be provided with a minimum of ninety (90) calendar days of notice of such intended change and at said time of notice, the PBA shall be provided with a complete proposal, including but not limited to the full plan document of the modification intended. At all times, the PBA shall be provided with a full copy of the Medical Insurance Plan documents and such other material as may be required to fully evaluate and understand the insurance plans then in effect.

C. In the event that the public Employer seeks to change or modify any insurance plans in any way, the public Employer shall be responsible for any new deductibles that may arise out of change or modification of insurance plans.

## ARTICLE XIV

### UNIFORMS

Each new Employee shall receive from the Borough, free of charge in lieu of a clothing allowance, a complete uniform (outlined in Appendix B). Thereafter, the Borough will pay each Employee an annual clothing and equipment allowance. The annual clothing and equipment allowance shall be seven hundred fifty (\$750) for the duration of this agreement that ends in 2014. Employees may use the clothing allowance at any uniform supplier that accepts the current voucher system.

A. Officers that are actively assigned to the Bike Unit will receive an initial set of uniforms (outlined in Appendix B). After the initial uniforms are issued, an additional two hundred dollars (\$200) will be allotted in that Officer's "Uniform Allowance" every year thereafter through the term of this contract or until such time as that assignment has been rescinded. This shall be in addition to the Officer's initial Uniform allowance.

B. Officers assigned to special duties with other law enforcement entities will be provided with uniforms and equipment to assure their safety. This uniform and equipment issue will be determined by the Department Heads of the receive organization and in consultation and concurred by the Longport Chief of Police. When these assignments are longer than one (1) year, the Officer will receive a uniform and equipment sustainment allowance of two hundred dollars (\$200) within three (3) months of appointment and annually thereafter. This allowance will be used for the special duty purpose only and is only available to Officers on approved special duty assignments.



C. Each Employee shall receive an annual maintenance allowance of seven hundred seventy-five dollars (\$775) for the year 2012 and shall increase twenty-five dollars (\$25) per year for the term of this Agreement, to be paid in one payment the first pay of December.

D. This allowance shall be made to plainclothes as well as uniformed Employees.

E. The Borough is to provide a new bullet proof vest (minimum NIJ Level IIIA) to each Employee every five (5) years. The vest is to be of equal quality or better than the vest being replaced.

F. If the Borough decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items. Utilization of this clause shall not diminish the clothing allowance set forth in this Agreement.

G. A Police Officer's uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged during the course of his employment, shall be replaced at the expense of the Borough, except where such damage is caused by the negligence of the Employee.

H. Any such payment made under paragraph F of this Article shall be in addition to the Police Officer's annual clothing allowance otherwise referred to in this Agreement.

## ARTICLE XV

### VACATION

- A. The vacation allowance shall be set forth in Appendix C.
- B. Vacation days which are not taken during the course of the calendar year of entitlement due to pressure of Departmental business shall accumulate and be carried forward for future use. Such carried forward days shall be utilized not later than the first calendar quarter of the succeeding calendar year.
- C. Where an Employee reaches a higher level plateau of vacation entitlement during the course of a calendar year, then said Employee shall be entitled to the use of that higher number of days as of January 1 of that calendar year.
- D. Vacation schedules must be approved by the Chief in advance. Should any employee cease employment for any reason other than retirement with twenty-five (25) years service in the Police and Fire Retirement System or death in a specific calendar year, the vacation benefit will be prorated for that year on a monthly basis.
- E. Any Officer who on review of his vacation plans for the current year prefers to exchange up to ten (10) days vacation for payment of straight time equivalent may make such an offer to the Borough prior to April 1<sup>st</sup> of the year in which payment is sought. Vacation cash in is subject to the approval of the Chief of Police or his representative and is based on budgetary and operational constraints.

## **ARTICLE XVI**

### **DEPARTMENTAL INVESTIGATIONS**

In an effort to insure that Departmental Investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.

7. In cases other than Departmental Investigation, if an officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

9. No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the two circumstances exist:

(1) Where the Employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific Employee being tested; and

(2) Where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Police Department. Under no circumstances shall the Employer offer or direct the taking of a polygraph or voice print examination for any Employee covered by this Agreement.

10. Any disciplinary action by the Employer against any Employee covered under this Agreement must be in compliance with any and all applicable laws.

**ARTICLE XVII**

**BEREAVEMENT LEAVE**

Employees are entitled to up to five (5) consecutive day's leave of absence for death of an Employee's immediate family member. Bereavement Leave shall not extend beyond five (5) consecutive work days immediately following the death of a family member for purposes of this Article only. "Immediate family member" includes spouse or significant other, child, parent, stepchild, stepparent, stepbrother, stepsister, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt or any person related by blood of marriage or residing in an Employee's household. Employees are paid for all working days during the Bereavement Leave. In the case of the death of an employee's child or spouse, up to two (2) additional days shall be provided, for a total of seven (7) days. Additional time for bereavement may be granted by the Chief of Police, through utilization of other accrued but unused time off benefits, i.e., comp time, vacation time, etc.

**ARTICLE XVIII**

**WORK INCURRED INJURY**

- A. Where an Employee under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.
- B. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Chief of Police or his designee may reasonably require the said Employee to present such certification from time to time.
- C. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing Court shall be binding upon both parties.
- D. For the purpose of this Article, injury or illness incurred while the Employee is attending an Employer-sanctioned training program shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment or, if there is an appeal there from, the final decision of the last reviewing court.

F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the term of the sick leave policy heretofore agreed upon between the parties.

G. In the event that the Employee is not cleared for return to regular duty, but is cleared for return to limited duty, the Employee will return in a timely manner and perform limited "police" duties as assigned by the Chief of Police or his designee, from within the Police Department and in accordance with medically prescribed limitations.

## ARTICLE XIX

### EDUCATIONAL INCENTIVE

A. The Borough and the PBA No. 363 agree that the amount and quality of an Employee's education often determines the value of his or her contribution to the community and the degree of proficiency which he or she performs their duties. In order to provide an incentive to encourage the Employees to achieve the advantages of a higher education, the Borough agrees that an Employee may attend college/university level programs designed to result in the confirmation of a degree. Courses may be taken at ATLANTIC CAPE COMMUNITY COLLEGE, RICHARD STOCKTON COLLEGE, or through Middle States Accredited programs to achieve that end. Employee shall take courses related to the police profession (criminal justice field) or a program approved by the Chief of Police that will advance the individual's communications or critical reasoning skills. The Borough agrees to reimburse the Employee for tuition and books up to a maximum of eight (8) credits per semester. This is not to exceed twenty-four (24) credits per calendar year. Employees may only advance one degree level during their employment. The Employer must have reasonable expectations of three (3) years continued employment with the Borough following the projected degree receipt.

B. The Association agrees that an Employee must complete course of study with a grade average of C/2.0 or higher to be reimbursed for tuition and books. The Association agrees that an Employee must pursue this on his/her own time. The Association agrees that the Employee should keep receipts of money spent for tuition and books so that prompt reimbursement can be made to the Employee.



C. Effective January 1, 2007 there shall be created a new benefit in the form of an annual educational stipend, which will provide an annual payment to qualifying employees beginning with the year in which the entitlement criteria are earned.

1. Upon attainment of an Associate's Degree (AS or AA), there shall be an annual payment of three hundred dollars (\$300).

2. Upon attainment of a Baccalaureate Degree (BS or BA), there shall be an annual payment of six hundred dollars (\$600).

D. Benefits under paragraph C of this Article shall be available for employees hired after January 1, 1995 only for qualifying programs of education. A qualifying program is one in the police profession, criminal justice field, or other field of study that will advance the individuals' communication or critical reasoning skills.

E. An Employee's base salary shall be adjusted to include any college allowance for overtime calculation and for pension purposes.

## ARTICLE XX

### LEAVE FOR PBA MEETINGS

- A. The Borough recognizes the Association as an official delegate to the State Policeman's Benevolent Association and, as such, must attend, in the interest of both the Borough and the Association, various meetings and functions of the State organization. The Borough agrees to grant time off without loss of regular straight time pay to one (1) Delegate (or one (1) appointed Alternate) for the purpose of attending the regularly scheduled meeting of the State Association regardless of the shift or type of schedule he or she may be working, provided that at least forty-eight (48) hours written notice is given to the Chief of Police in order to secure another Employee to work in his/her place if required by the Borough.
- B. The Association shall designate, within forty-eight (48) hours of their election each year, the Delegate representative.
- C. It is specifically understood that the Police Officer so designated under this Article shall not switch tours of duty in order to receive pay for the purpose of attending said meetings under this Article and it is also specifically understood that if any such meetings occur on a nonscheduled period, the Officer shall receive no pay.
- D. The Delegate is to be given off with pay no matter what shift he/she may be working on the meeting day. The above pertains to one (1) Delegate (or one (1) appointed Alternate) only.

E. PBA officers shall be permitted time off without any loss of compensation, to attend the Cape-Atlantic Conference meeting regardless of the shift or type of schedule he or she may be working, provided that the Police Department is given at least forty-eight (48) hours of advance notice and further provided that no more than two (2) PBA officers shall be permitted off duty at any time to attend such meetings.

F. The State Delegate (or one (1) appointed Alternate) of this Association shall be permitted leave from duty, without loss of pay, to attend the State PBA convention and one (1) mini-convention; maximum leave of five (5) days for each convention in accordance with State law. Adequate travel time shall be permitted so that there is no schedule and travel conflict when going to or coming from PBA leave. The Borough reserves the right to cancel vacations during the period of said convention if there is, in the Borough's opinion, a manpower shortage.

**ARTICLE XXI**

**EMERGENCY MEDICAL TECHNICIAN**

- A. The Borough shall pay an Employee one thousand two hundred fifty dollars (\$1,250) per annum for their services as an EMT (Emergency Medical Technician). This payment shall be made in equal payments each paycheck of the year. Employees whose certification expires during the coming calendar year will receive a prorated payment covering the period of their current certification. Upon recertification, a second prorated payment covering the period from recertification through years' end will be made. Employees are responsible to provide the Chief of Police with copies of all certifications as they are received and updated.
- B. Any Employee that is not an EMT but is certified in CPR for Professionals and AED shall receive five hundred dollars (\$500) as provided for in Paragraph A above.
- C. The Borough will make efforts to provide in-service training to officers to certify them in the use of the automatic external defibrillator (AED).
- D. If an Employee is not certified for the entire year preceding payment, then payment should be pro-rated monthly.
- E. The Association agrees that an employee at his/her option may pursue EMT certification at the Borough's sole expense. The Borough agrees to pay the costs of said certification and for any subsequent re-certifications. An Employee shall be given time off with pay to attend such training if the training is during the Employee's scheduled work shift. If such training is

provided at a time outside of the Employee's normally scheduled work shift and results in overtime hours, the Employee will be compensated at the Employee's regular overtime rate. It is also agreed that if any re-certification training is necessary and is conducted outside of the Employee's normal work schedule, the Employee shall be compensated at his/her overtime rate for all time spent relative to the re-certification training.

**ARTICLE XXII**

**SEPARABILITY AND SAVINGS**

If any provisions of the Agreement or any application of this Agreement to any Employee, member or group of Employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, et seq., however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

**ARTICLE XXIII**

**FULLY BARGAINED AGREEMENT**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues that were or could have been subject to negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed and agreed upon by both parties.

**ARTICLE XXIV**

**TERM AND RENEWAL**

This Agreement shall have a term retroactive to January 1, 2012 through December 31, 2014. If the parties have not executed a successor Agreement by December 31, 2014, then this Agreement shall continue in full force and effect until a successor Agreement is executed and shall comply with all federal and state laws.

Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employees Relations Commission (PERC).

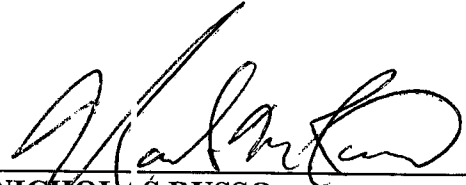



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the

Borough of Longport, New Jersey, on this 8th day of November, 2012.

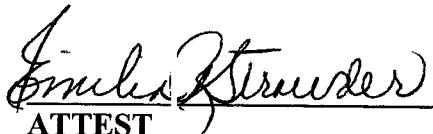
**BOROUGH OF LONGPORT**

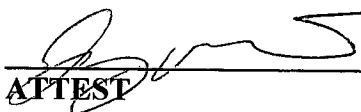
**POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL NO. 363**

  
\_\_\_\_\_  
**NICHOLAS RUSSO,  
COMMISSIONER  
PUBLIC AFFAIRS AND PUBLIC SAFETY**

  
\_\_\_\_\_  
**PIERCE R. SHAUD,  
PRESIDENT  
LONGPORT PBA LOCAL #363**

11-08-12

  
\_\_\_\_\_  
**ATTEST** 11-9-12  
**Date**

  
\_\_\_\_\_  
**ATTEST** 11-08-12  
**Date**

**APPENDIX A**  
**SALARY GUIDE**

<b>Rank</b>	<b>01/01/2012</b>	<b>01/01/2013</b>	<b>01/01/2014</b>
Patrolman:			
Recruit	\$39,585.00	\$40,178.78	\$40,781.46
First Year	\$51,777.71	\$52,554.37	\$53,342.69
Second Year	\$66,107.00	\$67,098.61	\$68,105.08
Third Year	\$76,796.30	\$77,948.25	\$79,117.47
Fourth Year/After	\$87,324.33	\$88,634.19	\$89,963.71
Sergeant	\$93,437.02	\$94,838.58	\$96,261.16
Lieutenant	\$99,977.62	\$101,477.29	\$102,999.45
Captain	\$106,976.05	\$108,580.69	\$110,209.40

## **APPENDIX B**

### **UNIFORMS**

#### **Class A Uniform**

Class A pants (5 pair)  
Class A long sleeve shirt (5)  
Class A short sleeve shirt (5)  
Class A hat  
Class A tie (2) and tie bar  
Collar Brass (2 sets)  
Whistle with lanyard nametag (2)  
Department issue badge (2)

#### **Leathergear**

Duty belt  
Weapon holster  
OC spray and holster  
Handcuffs (2 pair) and holster  
Expandable baton and holster  
Glove pouch (EMS gloves)  
Belt keepers (4 minimum)  
Magazine holder  
Department issued weapon with spare magazines  
Garrison belt  
Radio and radio holder tactical microphone/tactical earpiece  
Gloves (leather or neoprene)

#### **Outerwear**

Winter jacket  
Rain gear (jacket/hat cover)  
Winter sweater  
Leather jacket

#### **Class B Uniform**

Class B pants (3 pair)  
Class B long sleeve shirts (3)  
Class B short sleeve polo shirts (3)  
Class B baseball cap

#### **Footwear**

Boots/shoes and or chukka boots (Officer's choice)

**Body Armor (Level IIIA) as per the contract**

## **Bike Uniform**

1. Bike helmet (1)
2. Bike shorts (2)
3. Long bike pants (1)
4. Short sleeve polo shirt (2)
5. Long sleeve polo shirt (2)
6. Black bike shoes (1 pair)
7. Nylon Gear
  - Velcro belt (1)
  - Duty belt (1)
  - Folster (1)
  - Double cuff case (1)
  - CC case (1)
  - Flashlight case (1)
  - Radio holder (1)
  - Glove pouch (1)
  - Keepers (4)
  - Double magazine case (1)

**APPENDIX C**

**VACATION**

**Employee: hired prior to July 1, 2007**

After one (1) year of service	Fourteen (14) working days annually
After five (5) years of service	Twenty-one (21) working days annually
After ten (10) years of service	Thirty (30) working days annually

**Employee: hired on or after July 1, 2007**

During 1 <sup>st</sup> year of employment*	.41 per completed month of service
After one (1) year of service	Ten (10) working days annually
After five (5) years of service	Fifteen (15) working days annually
After ten (10) years of service	Twenty (20) working days annually
After fifteen (15) years of service	Twenty-five (25) working days annually
After twenty (20) years of service	Thirty (30) working days annually

\*Vacation earned in the first year of employment may not be scheduled to conflict with completion of formal training and/or completion of the field training program.