

Contract no. 699

**AGREEMENT
BETWEEN THE BOROUGH OF SEASIDE HEIGHTS
AND
SEASIDE HEIGHTS POLICEMEN'S P.B.A. LOCAL 252
1990 THROUGH 1991**

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
RUTGERS UNIVERSITY

**PREPARED BY:
LABOR RELATION CONSULTANTS
813 RIVERVIEW DRIVE
BRIELLE, N.J.**

201-528-6229

X 1/1/90 - 12/31/91

AGREEMENT

This AGREEMENT made the first day of January 1990 through December 31, 1991.

BETWEEN

BOROUGH OF SEASIDE HEIGHTS, a Municipal Corporation of the State of New Jersey, in the County of Ocean, State of New Jersey, hereinafter referred to as the "Employer" or the

"Borough" and SEASIDE HEIGHTS POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 252, hereinafter referred to as the "PBA" or the "Association."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its Employees and to establish basic understanding relative to rates of pay, and hours of work and other conditions of employment consistent with the law:

NOW THEREFORE, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other, with respect to the Employees of the Employer, recognized as being represented by Seaside Heights Police association Local 252, hereinafter referred to as Association, as follows:

ARTICLE I

The Employer recognizes the Seaside Heights Policemen's Benevolent Association Local 252, as the exclusive representative of all of the Employees in the negotiating unit as hereinafter defined for the purpose of collective bargaining and all other activities relative thereto pursuant to the Public Employees Relations Act of the State of New Jersey and other applicable law.

The bargaining unit shall consist of all permanently appointed, full-time, Civil Service Certified Patrolmen, Sergeants, and Lieutenants employed by the Police Department of the Borough of Seaside Heights, excluding the Police Chief and Captains. Reference to male employees shall include female employees as well.

ARTICLE II
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the first day of January of 1990 through and including the thirty-first day of December 1991.

ARTICLE III
NEGOTIATION OF A SUCCESSOR AGREEMENT

The parties to this contract, namely the Employer and the Association, agree to renegotiate and bargain collectively concerning all of the articles of this Agreement, prior to the termination date of this contract and in accord with the applicable Public Employer Relations Commission Rules concerning negotiation by a public employer and public employee.

ARTICLE IV
MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority and duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of New Jersey and the United States except as may be specifically modified by this Agreement.

The Employer further retains the following basic right:

1. The exclusive authority to maintain the operational effectiveness of its executive administrative control functions over its properties, facilities and activities of its employees.

2. The right to hire all employees and subject them to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment and to promote, transfer, dismiss, discipline, reassign, relocate and evaluate employees.

B.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities of Employer, and the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited to the extent that such management rights are in conformance with the constitution and Laws of the State of New Jersey and the United States.

ARTICLE V GRIEVANCE PROCEDURE

Grievance is hereby jointly defined as any complaint, controversy, misunderstanding or dispute arising between the Employer and any Employee with respect to wages, hours of work or any other condition of employment.

In order to provide for an orderly method for handling and disposing of disputes and grievances by the parties any grievance arising between an Employee and the Employer, as to the meaning, application or operation of any provision of this Agreement, except for limitations imposed on the authority of the Employer by Statute, and shall be adjusted as follows:

Step I. The grievant and his or her representative shall present a written statement of the alleged grievance to his or her immediate supervisor. The grievant must file a written grievance within fifteen (15) days of the occurrence of said grievance.

The immediate supervisor will review the grievance and investigate facts and submit a written answer to the grievance within seven (7) days of submission date of the written grievance.

Step II. If the grievant is dissatisfied with the answers submitted by his or immediate supervisor, said grievant and his or her representative may appeal the immediate supervisor's written answer within seven (7) days after receipt of said answer at the first step.

The Chief of Police or his designee shall then review the grievance appeal, investigate the facts and submit a written answer to the grievant within seven (7) days of the submission of said grievance to Step II.

Step III. If the grievant is dissatisfied with the answer submitted by the Chief of Police at Step II, said grievant or his or her representative may appeal the answer received within seven (7) days after receipt of said written answer at the second step of the process. The Employee will request in writing that the Police commissioner schedule a hearing before the Mayor and council on the matter. The hearing shall be scheduled within fourteen (14) days after receipt of the grievance appeal from the Chief of Police's decision of Step II of the process. The Mayor and Council will hold hearing with the employee and his or her representative and the Mayor and Council will submit a written answer to the grievant within seven (7) days after adjournment of said hearing. The decision of the Mayor and council shall be final and binding on all matters except contract violations.

Step IV. If the grievant is still dissatisfied with the answer received from the Mayor and council and the grievance is a matter of a contract violation, the grievant shall petition the PBA in writing to submit his grievance to be meritorious, it may submit the grievance to arbitration in accordance with the following procedure:

1. Within twenty (20) days of any decision by the Mayor and Council the Association may request arbitration of said grievance by filing notice of the disagreement with the American Arbitration Association or PERC and request a selection list of the rules and timetables of the American Arbitration Association or PERC. The hearing shall be conducted and the Arbitrator's Award issued in accordance with the rules of the American Arbitration Association or PERC except as hereinafter modified.

2. The Arbitrator will first rule on the arbitrability of the grievance if so requested by either party:

3. The Arbitrator shall have no power to add to or alter language in effect in this Agreement;

4. The Arbitrator shall not have the power to make an award which is not within the power of the Mayor and Council to implement.

5. The Arbitrator's decision shall be binding on all parties on matters regarding violations of this Agreement unless the decision should require legislative action and in the event such decision shall be effective only if such legislation is enacted;

6. The cost of the services of the Arbitrator shall be shared equally by the parties in interest.

7. Any grievance not processed to the next step in the grievance procedure within the time limits provided for such processing, shall be deemed to have been waived and abandoned by the employee and Association.

8. Nothing contained herein shall be deemed to limit or impair the rights of the employee and Association to seek a remedy provided for by Civil Service Commission, the Courts or any other agency of this State, provided that the employee and Association must elect only one of these options.

(B) ADVANCED STEP FILING AND GROUP GRIEVANCES

1. If the action, order or interpretation which gives rise to a grievance emanates from a level of authority higher than Step I of the grievance procedure so that the grievant's immediate supervisor is without authority to resolve the grievance, the grievant may initiate his grievance at the first appropriate step of the Grievance Procedure at which the sub-Section (A) of the grievance procedure shall apply to such grievances.

2. If, in the judgment of the PBA Executive Association, a grievance affects a group or class of police officers, the PBA may submit a single written grievance on behalf of all affected officers to the first appropriate Step of the grievance procedures at which the grievance can be resolved. All other provisions of subsection (A) of the grievance procedure shall apply to such grievances.

ARTICLE VI
SALARIES

Section 1. The annual basic salary for each of the classifications shown for the period designated shall be as follows effecting on the dates as indicated:

<u>CLASSIFICATION</u>	<u>1/1/90</u>	<u>1/1/91</u>
Starting Patrolman	\$21,267.00	\$22,649.00
1st yr. Patrolman	24,811.00	26,424.00
2nd yr. Patrolman	27,646.00	29,443.00
3rd yr. Patrolman	33,949.00	36,156.00
4th yr. Patrolman	36,837.00	39,415.00
Sergeant	40,520.00	43,356.00
Lieutenant	44,572.00	47,691.00

Section 2. The year for determination of salary status shall be determined in the following manner:

A) Any full-time Civil Service certified employee whose permanent appointment date is between January 1 and June 30 of any year shall be considered for the purposes of salaries having commenced his employment on January 1st of that year.

B) Any full-time, Civil Service certified employee whose permanent appointment date is between July 1st and December 31st of any year shall be considered for the purposes of salaries having commenced his employment on July 1st of that particular year.

C) Placement at the initial step of the salary guide shall be determined by the date of permanent appointment to full-time, civil Service status without regard or credit for previous service to the Borough whether under a seasonal, part-time, probationary or specially funded positions.

D) The salary of the Sergeants shall be ten percent (10%) above the senior patrolmen step on the salary guide.

E) The Lieutenant's salary shall reflect a ten percent (10%) increase above the Sergeant's position.

F) In lieu of the increased work load for supervision for the months of May to September, a salaried amount shall be paid each officer. Payments to be received on October 15th of each year of this Agreement.

	<u>1990-1991</u>
2nd year Patrolmen	\$125.00
3rd year Patrolmen	150.00
4th year Patrolmen	175.00
Sergeant	275.00
Lieutenant	300.00

Differential

Commencing January 1, 1990 officers who are permanently assigned to a shift which runs through 12:00AM shall be entitled to a \$300.00 lump sum payment as shift differential.

This differential shall not apply to those working overtime or on special duties as a result of a shift swap by officers. Payments to be received on Dec. 1st of each year of this agreement.

ARTICLE VII
RIOT DUTY

Section 1. The Employer recognizes that the preservation of law and order and public safety during civil disturbances, outside of our community, require performance of services by Employees which exposes them to personal hazards beyond those normally incurred in the performance of police duties.

Section 2. The Employer, as a recognition of such hazards, shall pay to each Employee who participates in policing and control of such Civil disturbances, compensation at the rate of two (2) times his regular rate of pay for each hour her performs such duty in a municipality other than the Borough of seaside heights being reimbursed for the expenses incurred in providing police personnel to any other municipality. In all other instances, each member of the Police Department performing such duties shall be paid at regular overtime rates.

ARTICLE VIII
OVERTIME COMPENSATION
SCHEDULING AND SENIORITY

Section 1. Each employee of Employer shall be paid overtime compensation at the rate of one and one-half ($1\frac{1}{2}$) times his regular rate of pay for the following:

A. Work performed in any consecutive 24 hour period in excess of the regular work day:

B. Work performed on a day during which the employee was not otherwise scheduled to work:

C. Employees shall not be paid overtime for hours worked in excess of the regular work day and work week unless such overtime is authorized by the Chief of Police.

Section 2. For each off-duty appearance in Municipal Court required of an employee as a witness in his capacity as a Police officer there shall be paid to such member overtime compensation for either the time devoted to such appearance or for two (2) hours overtime, whichever shall be the greater. For each off-duty court appearance in Superior Court required of an employee as a witness in his capacity as a police officer there shall be paid to such member overtime compensation for either the time devoted to such appearance or for three (3) hours overtime, whichever shall be the greater.

Section 3. An employee shall be paid a minimum of four (4) hours call-in time of shall be paid for the time actually devoted to such call in time whichever shall be the greater if said employee is called to duty for other than a court appearance or riot duty.

Section 4. The Chief of Police and his designee acknowledges that seniority will prevail when assigning shifts, except when assignment by seniority creates

experience imbalances which adversely affect police department operations. It is also acknowledged that no assignment shall be made for disciplinary reasons by the Department.

Section 5. On November 1, 1990 all officers shall bid for shifts which shall be implemented by the department commencing January 1, 1991.

Section 6. All shifts shall be for one year unless they are amended or changed in accordance with managements rights as set forth in this contract.

1. Nothing contained herein shall be interpreted provided that duty assignments such as detective, traffic, juvenile, K-9 officer and all others which involve special duties or training are to be selected on the basis of seniority. Those assignments and shifts that are assigned thereto shall remain the prerogative of the Chief of his designee.

2. In order to meet with the needs of training, special assignments and/or emergencies as determined by the Chief, shift assignments may be altered in order to meet the bona fide safety needs of the citizens and visitors of the Borough. In these cases, the changes shall be made with timely notice and explanation shall last until such time as specific needs have been met, at which time the effected officer shall be returned to his or her bid shift.

Section 7. The current schedule in effect at the time of signature of this agreement shall remain in effect for the duration of this agreement unless otherwise changed by this contract or futher written agreement of the parties:

1. Approximately in the middle of September of each year of this Agreement the officers shall be placed on a 5/2-5/3 work schedule. This shall apply to all officers with the exception of those assigned to a straight 5/2.

2. The above 5/2-5/3 schedule commencing in September shall run approximately thirty two weeks: the remaining twenty weeks shall be conducted on a standard 5/2 permanent shift for seasonal coverage.

3. Overtime under the schedule must occur either before the 8½ hours or after the 8½ hours is served by the officer.

4. The PBA agrees to commence the seasonal permanent schedule prior to the completion of the thirty two week depending upon the needs of the departments: set forth by the Chief of Police and/or the Borough.

5. All definitions of a work day as they apply to sick leave or vacation shall remain as per practice within the department and collective agreement.

ARTICLE IX
VACATIONS

That each permanent, full-time employee shall be entitled to vacation with pay at his regular rate of pay as follows:

<u>Length of Service</u>	<u>Vacation Time</u>
A. Up to one (1) Year	One working day for each month of service up to twelve (12) days.
B. Second Year Through 7th Year	Twelve (12) working days
C. Eighth year through 14th year	Fifteen (15) working days
D. Fifteenth Year Through 20th Year	Seventeen (17) working days
E. Twenty-first Year Through 25th Year	Twenty (20) working days
F. Twenty-sixth Year and Thereafter	Twenty-three (23) working days

Any employee leaving the service of the employer shall be paid for accumulated vacation days of a maximum number of thirty (30) days. Said unused vacation time shall be on a prorated basis of one (1) day, for each month of service. Unearned vacation time will be deducted from the employee's last pay, if said separation of service occurs.

A. Commencing January 1, 1984, all members of the unit as defined under Article I recognition shall only be able to accumulate a maximum of two years of vacation leave as defined under Article IX.

B. All members of the above mentioned unit shall be allowed to retain all accumulated vacation leave commencing with January 1, 1982 but in all cases members' vacation earned under this Agreement must utilize the vacation earned under this vacation provision or forfeit all accumulation earned under this provision by December 31, 1985.

C. In no case shall any member be allowed to accumulate any vacation beyond two (2) years accumulation.

Section D.

It shall be understood between the parties that the practice of utilization of single day vacations shall continue

for the duration of the agreement.

ARTICLE X
HOLIDAYS

Section 1. The following days are recognized as holidays and Employees working thereon shall be paid for their work at their regular rate of pay for a regular eight hour working day:

New Year's Day
Washington's Birthday
Lincoln's Birthday
Good Friday
Easter
Memorial Day
Independence Day
Thanksgiving Day
Veteran's Day
Election Day
Columbus Day
Christmas Day

Section 2. If any of the above holidays is in conflict with the religious belief of any Employee, such employee may substitute a religious holiday for said holiday, provided adequate notice is given to the Chief of Police.

Section 3. In the event any member of the Employee is required to work on any of the aforesaid holidays, or in the event any such holiday shall fall on a non-duty, then subject to departmental administrative requirements:

A. The Employee may elect to receive compensatory time off in lieu of said holiday; or

B. The Employee, in lieu of such compensatory time off, may elect to waive such compensatory time off, to work in lieu thereof, and to be paid at his regular rate of pay for such work, which payment will be in addition to his holiday pay and be received by him during his next pay period, or be paid to him during the first pay period in December, at the Employee's discretion.

Section 4. Any holiday or any time off given to other Borough employees shall also be given to the members of the Seaside Heights Police Department.

Section 5. It shall be understood between the parties that effective January 1, 1986 each officer shall receive a \$100.00 stipend for ammunition purposes and use. It shall be further understood if the Borough of Seaside Heights elects to celebrate Martin Luther King Day as part of the Holiday leave as outlined under Article X, then the above stipend on ammunition shall be eliminated effective that date. Payments to be received on February 1st of each year of this agreement.

Section 6. Effective 1/1/88 a single comp day shall be given each member of the bargaining unit as defined article One of the agreement. This day utilization shall be solely subject to the Chief's discretion and these compensatory days shall not be cumulative.

ARTICLE XI
SICK LEAVE

Section 1. Sick leave is hereby defined to mean absence from post or duty by employee due to illness, accident, exposure to contagious disease or attendance upon a member of Employee's immediate family being seriously ill or injured and requiring the care and attendance of such employee.

Section 2. All permanent, full time employees are granted fifteen (15) working days sick leave with pay each calendar year for nondutiable connected injuries and illnesses.

Section 3. Sick leave not taken shall accumulate from year to year, and each member of Employee shall be entitled to such accumulated sick leave with pay if and when needed.

Section 4. The employer will grant in accordance with the provision of Title 40A Sick Leave with pay for duty connected injuries and illnesses to all permanent, full time employees.

Section 5. In computing the amount of pay for sick leave, there shall be deducted that amount of money, if any, which such member of Employee is paid under the provisions of Chapter 15 of Title 34 of the revised Statutes of New Jersey for temporary disability during the period of time such member shall be absent from work or sick leave as a result of any injury sustained due to an accident arising out of and in the course of his employment.

Section 6. AN employee absent on sick leave shall report his absence at least three (3) hours prior to the start of his shift except where emergent circumstances prevent the employee from doing so. In those instances, the employee shall report his absence as promptly as possible.

Section 7. That a certificate of reputable physician in attendance may be required as proof of illness of an employee or of the need for his or her attendance upon a member of his or her immediate family, for leaves under the following conditions:

- A. Leave taken the day immediately prior to or immediately after authorized leave;
- B. Three (3) consecutive days of absence for reason of illness;

C. Absence on sick leave for three (3) days or more in any one month;

D. Such certificates may be required by the Chief of Police or the governing body and in addition thereto the Mayo and council may require the employee to be examined by a physician of the governing body's choice at its own expense.

E. In the event any member of the unit as defined under Article I leaves the department for either just cause separation, medical or retirement, he shall receive the following computation of his sick leave as compensation.

Under ten years of service:	25% of accumulated leave as per Borough Ordinance
From ten (10) to fifteen (15) years of service	75% of accumulated leave
From fifteen years and above	100% of accumulated sick leave

Sick leave computation shall be made at the employee total base pay in the year notice is transmitted to the Borough of separation.

the current practice towards members of the Police Department who have been injured or disabled shall remain intact. All injuries covered by this provision covering sick leave shall be work related.

F. Commencing January 1, 1984, members shall have the right to cash in accumulated sick leave subject to the following provisions:

1) Days eligible must be in excess of 75 accumulated days per person.

2) The Borough of Seaside Heights shall fund a minimum of \$7,000.00 for this purpose per year.

ARTICLE XII BEREAVEMENT AND PERSONAL TIME

Section 1. In the event of a death in his or her immediate family, as hereinafter defined, an Employee shall be granted four (4) working days leave from duty with pay, which days shall not be charged against either sick leave, vacation time or personal days.

Section 2. Immediate families hereby defined as parent, spouse, child, parent-in-law, brother and sister.

Section 3. Personal business days not to exceed three (3) days per annum may be granted by the Chief of Police. Personal business days are days that require the employee's absence for personal, legal or family business which cannot be accomplished during other than work hours. Employees planning to be absent under this clause shall notify their superior a reasonable time in advance; payment for an absence classified as "personal-business:" shall be subject to review and specific approval by the Chief of Police. Such approval shall not be unreasonable denied. The request for personal business leave shall include the reason that the day is needed. In the event of an emergency which does not permit advance notice, the employee shall give the reason for his absence upon his return to work. These days shall be considered personal days and are not to be considered any part of bereavement days granted under this Article. Personal days shall not be cumulative from year to year.

ARTICLE XIII
HOSPITAL AND MEDICAL INSURANCE

Section 1. All employees covered by this Agreement and their families shall be covered by the Employer's prevailing hospitalization and medical/surgical plan. In no event shall the Employer provide Employees and their families with any less coverage than exists on the date of the execution of this Agreement.

Section 2. The Borough effective 1/1/86 shall implement a prescription drug plan at \$1.00 co-pay for all members of the Department.

Section 3. Any member with 25 years of service can remain in the Borough Insurance for Medical Coverage under Major Medical and Hospitalization and the Borough shall pay the full premium.

Section 4. A member with 10 years or more of service but less than 25 can remain in the Borough Medical Coverage and reimburse the Borough for the premium.

Education

Section 1. The benefits set forth in this Article are applicable to those members of the bargaining unit who are permanently appointed full time, Civil Service certified patrolmen, sergeants, or lieutenants employed by the Borough of Seaside Heights as of December 31, 1983.

It shall be clearly understood between the parties that the benefits contained within this Section shall not be extended to any new members acquired by the Department in 1984 or 1985 etc.

• Members hired in either year who are in possession of any degree shall not be reimbursed for the degree or for schooling leading to a degree.

Section 2. Employees who take courses leading toward a degree in police science shall be paid an amount expended per credit, which amount shall not exceed twenty dollars (\$20) for each college credit. This payment shall be made by the Employer prior to each semester. In the event said courses are not successfully completed by Employee, the Employee will be required to reimburse any monies already received for said courses.

Section 3. Each employee who has received a law enforcement certificate shall receive five hundred (\$500.00) dollars as an additional annual salary increment.

Section 4. Each employee who has received an Associate Degree in police science shall receive one thousand dollars (1,000.00) as an additional annual salary increment.

Section 5. Each employee who has received a Bachelor of Arts or Bachelor of Arts or Bachelor of Science Degree shall receive one thousand five hundred dollars (\$1,500.00) as an additional annual salary increment.

Section 6. That the salary increments heretofore mentioned shall commence and be payable on the pay date next following submission to Employer of proof of successful completion of said courses or the obtaining of such degree as the case may be.

Section 7. Payments of the aforementioned salary increments shall be made in one lump sum or as part of the Employees' salary at the option of the Employee, except that in the first year following the receipt of the appropriate amount of credits or a degree as aforementioned, said amount shall be paid in one lump sum during the month of January.

ARTICLE XV CLOTHING ALLOWANCE

✓ Section 1. The parties agree that it is necessary for the employee to appear well dressed in the public and to present a proper image as representatives of the employer; therefore, employer shall pay to said employee the amount of \$500.00 for 1990-1991 for the purchase of uniforms, and other clothing needs. A sum of \$650.00 for maintenance and cleaning for both 1990-1991. Payments shall be on 5/1 and 10/1 of 1990 and 1991

Section 2. All police vehicles, exclusive of motorcycles and motor scooters, shall be equipped with air conditioning.

Section 3. It is agreed by the parties to this contract that there shall be created a committee consisting of two (2) patrolmen and one (1) officer chosen by the Association along with a designee for Mayor and Council and the Chief of Police, as chosen by the Mayor and council, who shall meet no less than two times per annum to discuss the purchase of various equipment and other necessary items concerning and relating to the Employees work effort and duties.

Section 4. Any member authorized to use his private vehicle for police department or police business shall have all gasoline used replaced at the expense of the Borough or be compensated at twenty five cents (.25) per mile.

Authorization of this allowance must be approved by the Chief of Police.

ARTICLE XVI
WORKING CONDITIONS

Section 1. That it is in the best interest of the Employer to establish proper working conditions so far as man power is concerned.

Section 2. That it is in the best interest of the Employer that the PBA and its members shall keep a full-time secretary, said secretary to be assigned to Association to eliminate patrolmen from the paper work which keeps them from doing their patrol work.

Section 3. It is in the best interest of the Borough of Seaside Heights and the Police Department that a comprehensive public relations and public information bureau be established.

ARTICLE XVII
LONGEVITY

Section 1. Each employee shall be paid, in addition to his current annual wage, a longevity increment based upon his years of continuous employment in the Police Department in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>INCREMENT OF BASE PAY</u>
3 years of service	1%
5 years of service	2%
8 years of service	3%
10 years of service	4%
12 years of service	5%
14 years of service	7%

Section 2. Each officer of the Police Department shall qualify for the longevity increment on a date measured from the anniversary of his appointment, and such increment shall

be paid from and after such date.

Section 3. In the event an officer of inferior rank must, for whatever reason, work in the position of an officer of superior rank, he shall be compensated at the rate of eight dollars per shift.

ARTICLE XVIII
NOTIFICATION TO EMPLOYER OF DATE OF RETIREMENT

Section 1. Every employee shall provide the governing body of this municipality in writing notice of date such Employee desires to retire from his position, six (6) months in advance of the retirement.

Any officer who retires from the Borough after twenty five years (25) of continuous service to the Borough shall continue to remain in the Borough Benefit Plan in effect at the time of retirement. The coverage at the time of retirement shall be husband and wife.

It shall be understood that any change in the statute covering retirement shall be automatically controlling on this provision.

In the event an officer dies while in the line of duty, his family shall remain in the Borough Medical Plan for a minimum of one year.

ARTICLE XIX
SAVINGS CLAUSE

Section 1. If any part, clause, portion or article of this agreement is subsequently deemed by a court competent jurisdiction to be illegal, such clause, portion article may be deleted and the remainder of the agreement not be affected and shall continue in full force and effect absent the clause found to be illegal or unconstitutional.

ARTICLE XX
ASSOCIATION RIGHTS

Section 1. Grievance Committee

The Employer shall permit a member of the Union Grievance Committee to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the Grievance Procedure set forth herein, during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

Section 2. Convention Committee

The Employer agrees to grant the necessary time off without loss of pay to the President of the Local and such other members of the Union selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

Section 3. Discrimination and Coercion

There shall be no discrimination, interference or coercion by the employer, or any of its agents, or the Union or any of its agents, against employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Union. The Employer shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

Section 4.

It shall be understood between the parties that any individual covered under this Agreement shall have his clothing and cleaning allowance pro-rated during any period of absence from work due to disability.

ARTICLE XXI

EMPLOYEE RIGHTS AND PRIVILEGES

1. Nothing contained herein shall be construed to deny or restrict to any employee such rights as are made mandatory by New Jersey Civil Service Statutes or other applicable State Laws or regulations. The rights granted to employees hereunder shall be deemed in addition to those mandated by law.

2. No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action by the Borough, or any agent or representative thereof, shall not, if possible, be made public, shall bear a reasonable relationship to the offense charged and shall be subject to the grievance procedure set forth herein.

3. Whenever any employee is required to appear before the Chief of Police, Borough, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the PBA present to advise him and represent him during such meeting or interview.

ARTICLE XXII

FULLY BARGAINED CLAUSE

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties

on all bargainable 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 of the parties at the time they negotiated or signed this Agreement, subject to the provisions of the New Jersey Employer-Employee Relations Act.

ARTICLE XXIII
FALSE ARREST INSURANCE

1. It shall be in the best interest of the Borough of Seaside Heights to encourage police officers to do their duty to the best of their ability. The Borough also understands the problems arising with the possibility of a false arrest suit against a police officer.

2. It shall be understood that all officers of the Department shall be insured for false arrest and other liability insurance which the Employer shall deem advisable for at least a minimum of \$1,000,000.00.

IN WITNESS WHEREOF, THE PARTIES HAVE, BY THEIR DULY
AUTHORIZED REPRESENTATIVES, SET THEIR HANDS AND SEALS THIS
25TH DAY OF JULY 1990.

BOROUGH OF SEASIDE HEIGHTS

BY

George E. Trough

SEASIDE HEIGHTS POLICEMEN'S
BENEVOLENT ASSOCIATION

BY *[Signature]*
President

Attest

[Signature]

Attest