

AGREEMENT

BETWEEN

BOROUGH OF SPRING LAKE

AND

SPRING LAKE POLICE BENEVOLENT ASSOCIATION LOCAL NO. 50

---

PERIOD: JANUARY 1, 1992 THROUGH DECEMBER 31, 1994

---

LAW OFFICES:

Frederick T. Danser, III  
Apruzzese, McDermott, Mastro  
and Murphy  
25 Independence Blvd.  
Liberty Corner, NJ 07938

AGREEMENT BETWEEN BOROUGH OF SPRING LAKE AND  
SPRING LAKE POLICE BENEVOLENT ASSOCIATION LOCAL NO. 50

PREAMBLE

WORKING CONDITIONS

- I. RECOGNITION
- II. INTENT
- III. MANAGEMENT RIGHTS
- IV. ASSOCIATION RIGHTS AND PRIVILEGES
- V. BILL OF RIGHTS
- VI. DUES DEDUCTIONS
- VII. NON-DISCRIMINATION
- VIII. PROBATIONARY EMPLOYEE
- IX. SENIORITY
- X. HOURS
- XI. DUTIES
- XII. OUTSIDE EMPLOYMENT AND ACTIVITIES
- XIII. EXCHANGE OF TOURS
- XIV. MAINTENANCE OF OPERATIONS
- XV. GRIEVANCE PROCEDURE
- XVI. DISCIPLINE AND DISCHARGE

WAGES AND BENEFITS

- XVII. WAGES
- XVIII. LONGEVITY
- XIX. OVERTIME
- XX. COURT TIME
- XXI. HEALTH BENEFITS
  - 1. MEDICAL
  - 2. DENTAL
  - 3. PRESCRIPTION DRUG
  - 4. EYEGLOSS
- XXII. CLOTHING ALLOWANCE
- XXIII. EDUCATIONAL INCENTIVE

TIME OFF

- XXIV. VACATIONS
- XXV. HOLIDAYS
- XXVI. SICK LEAVE
- XXVII. DONATION OF TIME OFF TO OTHER EMPLOYEES
- XXVIII. WORK-INCURRED INJURY
- XXIX. PERSONAL DAYS
- XXX. FUNERAL LEAVE
- XXXI. RETIREMENT

AGREEMENT

- XXXII. FULLY BARGAINED AGREEMENT
- XXXIII. SEPARABILITY & SAVINGS
- XXXIV. DURATION

PREAMBLE

THIS AGREEMENT entered into this 1st day of January 1992 by and between the BOROUGH OF SPRING LAKE, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough" or "Employer" and the SPRING LAKE POLICE BENEVOLENT ASSOCIATION LOCAL NO. 50 hereinafter referred to as the "Association", represents the complete and final understanding on all bargainable issues between the Borough and the Association.

ARTICLE I

RECOGNITION

- A. The Borough hereby recognizes the Association as the sole and exclusive representative for all Patrolmen and Sergeants of the Borough of Spring Lake Police Department, excluding the Chief of Police, Captain, Lieutenants, all other employees of the Borough of Spring Lake Police Department and all other employees of the Borough of Spring Lake.
  
- B. The title of Policeman shall be defined to include the plural as well as the singular and to include males and females, and the use of the words employee, Policeman or Officer shall be intended to include all persons of the bargaining unit.

ARTICLE II

INTENT

It is the intent of the parties to work cooperatively, to communicate regularly and to be reasonable in pursuing objectives that will add to the safety and quality of life of the residents of the Borough.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Borough of Spring Lake hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.
  
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.
  
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under N.J.S.A. 40:A, or any other national, state, county or local laws or regulations.
  
- D. The Borough, through its Governing Body, shall adopt reasonable rules and regulations concerning the operation and maintenance of the Police Department of the Borough of Spring Lake. Such rules and regulations shall be in conformity with the provisions of this Agreement.
  
- E. The Borough will initiate periodic physical examinations for the members of the Association at the expense of the Borough. Such physical examinations shall be made no more

than once each year except in the event that a physical examination is necessary for purposes of health and safety. Such physical examinations shall be conducted by a recognized medical testing center experienced in the testing of police personnel or by a physician selected and mutually agreed upon by the Borough and the Association.

- F. All new applicants for positions in the Police Department of the Borough of Spring Lake who anticipate being members of the Association shall be required to undergo and pass written, physical and psychological tests conducted by the Borough and its duly authorized representatives. Further, such tests shall be in accordance with standard testing procedures now used in similar Police Departments of the State of New Jersey.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Borough agrees to grant the necessary time off without loss of pay to the President of the Local and such other members of the Association 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.
  
- B. Representatives of the Association shall be permitted to transact official Association business on Borough property at all reasonable times, provided, that this shall not interfere with or interrupt normal Borough operations.
  
- C. The Association shall have the right to conduct meetings at reasonable times on municipal premises provided 24 hours notice is first given to the Employer by giving such notice to the Borough Clerk before the meeting is to begin. The Employer shall select an appropriate place, depending on the number of persons to attend as estimated by the Association. The Association shall not be required to identify the persons who are to attend the meeting nor may the meeting interfere with the efficiency of the Police Department.



## ARTICLE V

### BILL OF RIGHTS

- A. Employees covered by this Agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the Police powers of the municipality.
- B. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the action of the members of the force. These questions may require investigation by Superior Officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
1. The interrogation of an employee shall be at a reasonable hour, preferably when the member of the force is on duty.
  2. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the employee he is being interrogated as a witness only must be conveyed at the initial contact.
  3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and the rest periods as are reasonably necessary.

4. The complete interrogation of the employee shall be recorded mechanically or by Department stenographer. There will be no "OFF THE RECORD" questions. All recesses called during the questioning shall be recorded.
5. The employees 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. If an employee is under arrest or is likely to be, that is, 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.
7. In all cases and in every stage of the proceedings in the interest of maintaining the usual high morals of the force, the Department shall afford an opportunity for an employee, if he so requests, to consult with counsel and/or his P.B.A. representative(s) before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.
8. Nothing contained in this article shall give employees covered by this Agreement any more rights than an ordinary citizen.

ARTICLE VI

DUES DEDUCTIONS

- A. The Borough agrees to deduct from the salaries of its members, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, as amended.
- B. A check-off shall commence for each member who signs a properly dated authorization card, supplied by the Association and verified by the Borough Treasurer during the month following the filing of such card with the Borough.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each member, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk.

- E. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards and submitted by the Association to the Borough or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- F. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the members in the bargaining unit fairly and equally, without regard to the Association membership. The terms of this Agreement have been made for all members in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the Borough after it had satisfied itself that the Association is a proper majority representative.
- G. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

ARTICLE VII

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 VIII

PROBATIONARY EMPLOYEE

- A. Newly hired employees shall be considered probationary employees for a period of eleven (11) months from date of hire. During the probationary period, employees may be terminated at any time without recourse whatsoever. Any continuous service as a full time temporary employee shall be credited as probationary status when an employee is transferred to a permanent position.
  
- E. Upon completion of the probationary period, the employee's seniority shall be effective as of the original date of employment.

ARTICLE IX

SENIORITY

- A. Seniority is defined for purposes of this Agreement as the length of continuous service with the Borough from date of last hire.
  
- B. Seniority will be considered in determining lay-offs and recalls, provided the employee has the ability to perform the work.

ARTICLE X

HOURS

The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employees' services continually throughout the seven (7) day week and that the standard work week shall consist of forty (40) hours of work within said standard work week.



## ARTICLE XI

### DUTIES

A. The duties of every police officer in the Borough of Spring Lake shall include, but not be limited, to obtaining required certification or developing and maintaining proficiency in the following areas:

- 1) firearms
- 2) baton
- 3) CPR
- 4) first response (First Aid)
- 5) American Red Cross basic water safety
- 6) radar

The Borough, through the Chief of Police, shall organize, implement and record a program to ensure that every police officer obtains the legally mandated certification or completes the necessary training in the above-mentioned areas as soon as possible but not later than December 31, 1993. The Chief of Police shall establish and schedule the training program in such a manner that each officer shall have a fair opportunity to take the necessary courses without disrupting the normal operations of the Department. The Borough will utilize available resources to effect such training in a cost effective way. Where courses are required that are conducted outside the Borough or within the Borough after an officer's normal shift, the Borough will pay sufficient overtime to enable the officer to complete the necessary training. The Association will cooperate and participate in the training program, as specified.

The Police Officers shall be required to maintain certification or proficiency in the specified areas and when required, the Borough will pay sufficient overtime for this purpose.

B. The Association shall cooperate with the Chief of Police to ensure that a sufficient number of its members are certified or trained to provide functions such as operation of the noise meter, breathalyzer, fingerprinting and other necessary police operations, as determined by the Chief of Police.

ARTICLE XII

OUTSIDE EMPLOYMENT AND ACTIVITIES

- A. Employees shall be entitled to engage in any lawful activities and obtain any lawful work while off-duty, subject to limitations of this Agreement.
  
- B. It is understood that 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 his position with the Borough and must not constitute any conflict of interest.

ARTICLE XIII

EXCHANGE OF TOURS

The Chief of Police, or his designee, at his sole discretion, may grant reasonable requests of employees to exchange tours of duty with other members of equal rank provided the Shift Commander of each shift is notified at least forty-eight (48) hours in advance. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would entitle either employee to receive overtime.

ARTICLE XIV

MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operations of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.
  
- B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Borough.
  
- C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances, and to bring about compliance with its orders.

- D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by a member of the Association shall entitle the Borough to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.
- E. Nothing contained in the 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 for injunction of damages, or both, in the event of such breach by the Association or its members.

## ARTICLE XV

### GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.
- C.
  - 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
  - 2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this agreement. Disputes concerning terms and conditions of employment controlled by statute or administration regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this

Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

The Aggrieved or the Association shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two:

If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, and the grievance involves an alleged violation of this agreement only, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the immediate Supervisor or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

Step Three:

If the Association wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Chief of Police within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Chief of Police shall respond, in writing, to the grievance within ten (10) calendar days of the submission.

Step Four:

If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Borough's Personnel Committee within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough's Personnel Committee shall respond in writing, to the grievance within fifteen (15) days of the submission.

Step Five:

If the grievance is not settled through Steps One, Two, Three and Four, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the American Arbitration Association. The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
  - 2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be 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 or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- F. Upon prior notice to and authorization of the Chief of Police, the designated Association Representatives shall be permitted as members of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay,



provided, the conduct of said business does not diminish the effectiveness of the Borough of Spring Lake or require the recall of off-duty employees.

- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.
- H. Employees covered by this Agreement shall have the right to process their own grievance without representation.

ARTICLE XVI

DISCIPLINE AND DISCHARGE

- A. The Borough retains its rights and responsibilities to discharge, suspend or discipline any employee for just cause.
- B. Employees who are discharged or suspended shall be notified in writing of such action and the reason therefor, with a copy mailed to the local Association office within five (5) working days from the time of discharge.
- C. Employees who are discharged shall be paid in full for all wages due them by the Borough.
- D. A discharged, suspended or otherwise disciplined employee may appeal such action by the Borough through the Association in accordance with the Grievance Procedure.
- E. The time for the processing of a grievance concerning the subject matter noted in this Article shall commence upon receipt of the notice provided for in Section B above by either the grievant or the Association.

ARTICLE XVII

WAGES

A. The annual base salary for each employee shall be as follows:

<u>Classification</u>	<u>Base Salary</u>			
	<u>1/1-6/30</u>	<u>7/1-12/31</u>	<u>1/1-12/31</u>	<u>1/1-12/31</u>
	<u>1992</u>	<u>1993</u>	<u>1993</u>	<u>1994</u>
Patrolman, 1st year of service (Probationary)	24,782	25,711	27,318	29,025
Patrolman, 2nd year of service	29,862	30,982	32,918	34,975
Patrolman, 3rd year of service	34,963	36,274	38,541	40,950
Patrolman, 4th year of service	37,390	38,792	41,217	43,793
Patrolman, 5th year of service and thereafter	41,500	43,056	45,747	48,606
Sergeant	43,377	45,004	47,817	50,806

Officers given the title or assigned the duties of Juvenile Officer and Detective shall each receive Five Hundred (\$500.00) Dollars per annum in addition to their base salary.

- B. Payment of wages set forth in Paragraph A of this Article shall commence upon passage of the proper Ordinance by the Borough of Spring Lake.
- C. If an Association member leaves the employment of the Borough within five (5) years of the date of hire, he will reimburse the Borough for money spent for basic training. This will be done pro-rated except in cases of death or disability. To the extent that the provisions of N.J.S.A. 40A:14-178 are applicable,

these provisions will apply, it being understood and agreed, however, that an Association member who leaves the employment of the Borough within five (5) years of the date of hire will reimburse the Borough the amount required, if any, to make the Borough whole for money it spent for basic training.

Within	(1) one year	100% of cost
	(2) two years	80% of cost
	(3) three years	60% of cost
	(4) four years	40% of cost
	(5) five years	20% of cost

ARTICLE XVIII

LONGEVITY

1. Each employee covered by this Agreement shall be paid in addition to and together with his annual salary an annual longevity allowance according to the following schedule:

<u>Years of Service</u>	<u>Longevity Payment</u>
(a) Less than five (5) years of continuous service	None
(b) From five (5) years to less than ten (10) years of continuous service	3% of base salary
(c) From ten (10) years to less than fifteen (15) years of continuous service	6% of base salary
(d) From fifteen (15) years to less than twenty (20) years of continuous service	9% of base salary
(e) Twenty (20) years or more of continuous service	12% of base salary

2. Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence at the adjusted rate, and shall be paid in accordance with the following provisions:

Payment of the longevity pay for each employee shall be made in twenty-six (26) bi-weekly installments commencing either in the first or second payroll period, within the calendar month, of the anniversary date of employment. The longevity pay shall be included as part of

the yearly salary as reported to the Police and Firemen's Pension System of the State of New Jersey so that the longevity pay shall be used in calculating pension benefits upon retirement or, in the event of death, disability or termination of employment, also in calculating other benefits or refunds in accordance with the rules and regulations of the said Pension System. Upon termination of employment by retirement or otherwise, any unpaid longevity pay due in accordance with the payroll ordinance shall be paid in one lump sum payment.

## ARTICLE XIX

### OVERTIME

- A. In the event that a member is entitled to compensatory time off due to working in excess of the forty (40) hour work week, he shall be compensated one and one-half times the standard hourly rate. Further, the Borough, through the Chief of Police or his designee, shall assign overtime hours to the members of the Association in accordance with each member's seniority and work schedule and with recognition of employee's specialized skill to perform particular overtime assignments.
- B. In the event that a member works overtime for less than two (2) hours, such member shall receive credit for two (2) hours overtime work, which means that such member shall be compensated for three (3) hours pay at the standard hourly rate.
- C. Compensatory time may be taken in time off to be mutually agreed to by the Chief and employee, or in money at the overtime rate.
- D. Members shall provide 72 (seventy-two) hours advance notice before the day on which compensatory time is to be used.
- E. Members shall be allowed to accumulate a maximum of eighty (80) hours in compensatory time.
- F. While the ultimate responsibility for assignment of overtime and compensatory time remains with the Chief of Police, he may delegate that authority when he is not available to make such assignments.

ARTICLE XX

COURT TIME

In the event that a member of the Association is required to appear as a witness during his off-duty hours in any Court proceeding arising out of his employment, that member shall be compensated at the rate of one and one-half times the standard hourly rate provided, however, such member of the Association works the standard forty (40) hours during said work week. An employee will be guaranteed two (2) hour minimum at the overtime rate.



ARTICLE XXI

HEALTH INSURANCE AND WELFARE

- A. The Borough agrees to maintain its present health and hospitalization insurance, which includes major medical.
- B. Each member shall be furnished with a complete list of benefits to which the member and his family are entitled.
- C. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided.
- D. The members of the Association shall be covered by the Family Dental Plan and the Prescription Plan for medication.
- E. Effective January 1, 1992 each employee shall receive up to \$125.00 reimbursement for eyeglasses and examinations upon presentation of verified bills for the employee only. Effective January 1, 1993 each employee shall receive up to \$200.00 reimbursement for eyeglasses and examinations upon presentation of verified bills for the employee or immediate family member only. This provision covers contact lenses as well as eyeglasses.

ARTICLE XXII

CLOTHING ALLOWANCE

- A. The uniformed members of the Association and the Detective(s) shall receive an annual allowance of up to \$600.00 reimbursement for clothing upon presentation of verified bills or by voucher submitted to the Borough.
  
- B. The uniformed members of the Association and the Detective(s) shall receive an annual uniform maintenance allowance of \$300.00 to be paid annually on or about July 1, commencing in 1992.

ARTICLE XXIII

EDUCATIONAL INCENTIVE

Effective January 1, 1992, employees shall receive \$1,000 per annum for an AS degree in criminal justice and \$1,500 per annum for a BA/BS degree in criminal justice. Effective January 1, 1993, employees shall receive \$1,100 per annum for an AS degree in criminal justice and \$1,600 for BA/BS degree in criminal justice. Effective January 1, 1994, employees shall receive \$2,000 per annum for an MA degree in criminal justice.

ARTICLE XXIV

VACATIONS

A. Vacation times shall be as follows (Code of the Borough of Spring Lake, Ordinance #24 (1988)):

- |    |   |         |
|----|---|---------|
| 1. | Upon completion of one year   | 5 days  |
| 2. | Upon completion of two years<br>thru the completion of six years                  | 10 days |
| 3. | Upon completion of seven years<br>thru the completion of<br>fourteen years        | 15 days |
| 4. | Upon completion of fifteen years<br>and including subsequent<br>anniversary dates | 20 days |

B. Vacations are permitted during the Summer months to the members of the Association if the manpower requirements of the Borough will allow such vacations. Except for unusual circumstances, vacations during the months of June, July and August are limited to a maximum of one week and only one police officer may be on vacation at a time.

C. Employees shall not carry over unused vacation days, except in unusual circumstances approved by the Chief of Police.

ARTICLE XXV

HOLIDAYS

- A. Employees shall be entitled to twelve (12) holidays in 1992, 1993 an 1994.
- B. Holidays shall be in the form of equal time off.
- C. Employees shall not carry over unused holidays, except in unusual circumstances approved by the Chief of Police.

ARTICLE XXVI

SICK LEAVE

A. Sick leave shall be as follows:

- |    |   |         |
|----|---|---------|
| 1. | 0 - completion of one year  | 5 days  |
| 2. | completion of one year thru<br>completion of two years                            | 7 days  |
| 3. | completion of two years thru<br>completion of three years                         | 9 days  |
| 4. | completion of three years thru<br>completion of four years                        | 11 days |
| 5. | completion of four years forward<br>and including subsequent<br>anniversary dates | 15 days |

B. If an Officer is absent from work for reasons that entitle him to sick leave, the Chief of Police, or his designated representative, shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift for which he is absent; one (1) hour before the day shift. Failure to notify may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

C. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. If the Borough orders the employee to be examined by a physician selected by the Borough, the Borough shall pay all costs involved.

- D. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or a physician selected by the Borough. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.
- E. No employee shall be allowed to work or endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Department Head may direct the employee to a physician selected by the Borough for an opinion as to the eligibility of the employee to be absent from work.
- F. Sick leave with pay shall not be allowed under the following conditions:
1. When the employee, under medical care, fails to carry out orders of the attending physician.
  2. When an employee does not report to a physician mutually agreed upon by the Borough and the Association.
  3. When the Department Head is unable to contact the employee. Mere phone calls do not fulfill this subsection.
  4. The provisions of Paragraph F are applicable only after the second consecutive day of illness.
- G. The recommendation of the physician selected by the Borough as well as that of the attending physician as to the justification for the absence from duty on account

of disability or illness or the fitness of the employee to return to duty shall be considered by the Department Head. The Department Head reserves the right in such cases where there is a difference of professional opinion between a physician selected by the Borough and the personal physician, to require the employee to submit to any examination by a third doctor.

- H. In charging an employee with sick leave, the smallest unit to be considered is one (1) working day.
- I. Sick leave shall not be allowed for such things as ordinary dental, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.
- J. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
- K. Any employee who calls in sick and engages in outside employment without the written permission of his superior officer shall be subject to disciplinary action which may be reviewable under the grievance procedure.
- L. In the event that an employee is eligible to receive state or federal disability payments including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an employee will be required to apply for state or federal disability



benefits including Social Security and to furnish proof of such application to the Borough, along with proof of receipt or denial of such benefits.

- M. In all cases of reported illness or disability which does not require hospitalization, the employee shall remain at his local residence. Should it become necessary for the employee to visit a doctor or a drug store, he shall notify the Department Head or his designated representative in advance. Absence from his residence without prior notification shall be cause for disciplinary action.
- N. Unused sick leave may be accumulated but cannot be used in advance of its accrual.
- O. Effective January 1, 1989 all employees with twenty-five years of continuous service to the Borough shall receive fifty (50%) percent of accumulated unused sick days up to \$100 per day with a cap of 75 days per man. Said payment shall be collected upon retirement.
- P. Any employee who uses no sick days during any calendar year shall receive \$300.00. Any employee who uses only one (1) sick day in any calendar year shall receive \$200.00. Any employee who utilizes only two (2) sick days in any calendar year shall receive \$100.00. Payment shall be made the first payday after the budget is adopted.

## ARTICLE XXVII

### DONATION OF TIME OFF TO OTHER EMPLOYEES

"Time off transfer" is a system whereby an officer donates earned time off to another employee. Earned time off will be defined as accrued sick time, vacation time, personal days and holidays. Employer regulations shall limit such transfer to situations where the recipient of the transfer time suffers a catastrophic illness or injury. All such transfers will require the prior approval of the Borough's personnel committee.

ARTICLE XXVIII

WORK-INCURRED INJURY

- A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours thereof to their Department Head of Supervisor.
- B. An employee while on Injury Leave may not be engaged in any outside employment. Such conduct shall subject the employee to disciplinary action.
- C. Where an employee suffers a work-connected injury or disability, the Borough shall continue such employee with full pay during the continuance of such employee's inability to work for a period of up to a maximum of one (1) year. During this period of time, all temporary weekly disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Borough. An employee who is certified absent on account of a disability or accident caused in the usual course of his employment and directly in the line of duty, shall not have such absence charged against his sick leave.
- D. The employee may be reasonably required to present evidence by a certificate of a physician that he is unable to work.
- E. If the Borough orders the employee to be examined by a physician selected by the Borough, the Borough shall pay all costs involved.

ARTICLE XXIX

PERSONAL DAYS

- A. The members of the Association shall be entitled to three (3) personal days. Employees hired after January 1, 1989 shall receive personal days as follows:
- |    |  |        |
|----|--|--------|
| 1. | 0 - completion of one year   | 0 days |
| 2. | completion of one year thru<br>completion of four years                    | 2 days |
| 3. | completion of four (4) years<br>and including subsequent anniversary dates | 3 days |
- B. It is understood that the Chief of Police or his designee may not require or evaluate the reasons for the personal day. The only justification for its denial shall be emergent problems in the department.
- C. Employees shall not carry over unused personal days, except in unusual circumstances approved by the Chief of Police.

ARTICLE XXX

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 from the day of death or the day of the funeral, but in no event shall said leave exceed three (3) calendar days, unless the Chief of Police agrees to extend the time on account of distance from the employee's home to the location of the funeral.
- B. The "immediate family" shall include only husband, wife, children, brother, sister, mother, father, grandparents, grandchildren, mother-in-law and father-in-law.
- 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.

ARTICLE XXXI

RETIREMENT

Employees shall notify the Borough of Spring Lake in writing of their intention to retire. Such notification shall be given at least sixty (60) days prior to the effective date of retirement and no later than January 1 of the year in which the employee intends to retire. This notification is for the budgetary and personnel planning purposes only and is non-binding. Upon separation or retirement, employees shall be paid any accrued longevity payments and payments for unused sick leave pursuant to Article XXVI, Paragraph N but shall not be compensated for unused, unearned vacation time, holidays or personal days, up to the date of retirement.

ARTICLE XXXII

FULLY BARGAINED AGREEMENT

This agreement represents and incorporates the complete and final understanding and settlement by the parties of 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 parties at the time they negotiated or signed this Agreement.

ARTICLE XXXIII

SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.



ARTICLE XXXIV

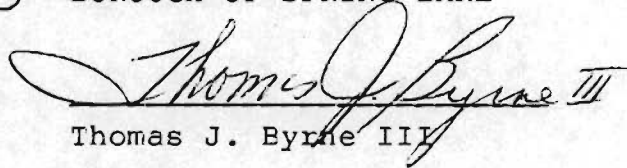
DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1992, and shall remain in effect to and including December 31, 1994, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of the desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Spring Lake, New Jersey on this 12<sup>th</sup> day of August, 1992.

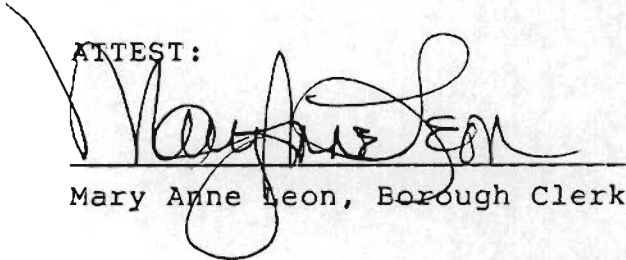
BOROUGH OF SPRING LAKE

By:

  
Thomas J. Byrne III

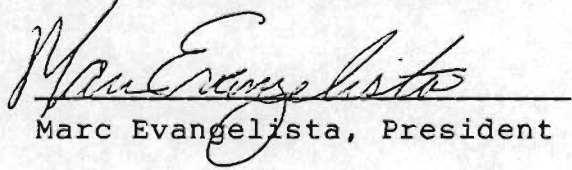
Mayor

ATTEST:

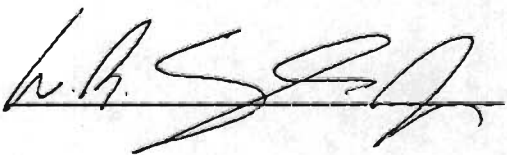
  
Mary Anne Leon, Borough Clerk

BOROUGH OF SPRING LAKE, P.B.A.  
LOCAL 50 OF THE NEW JERSEY  
POLICEMAN'S BENEVOLENT ASSOCIATION

By:

  
Marc Evangelista, President

ATTEST:



115  
JOSEPH N. DEMPSEY

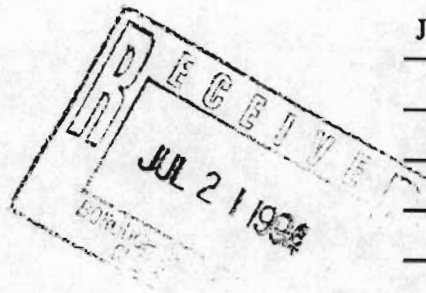
Counselor at Law, P.A.

10 Neptune Boulevard

Neptune, N.J. 07753

(908) 774-6565

Fax (908) 775-6987



July 19, 1994

Borough of Spring Lake  
Fifth and Warren Avenues  
Spring Lake, New Jersey 07762

Attention: Mary Anne Leon, Municipal Clerk

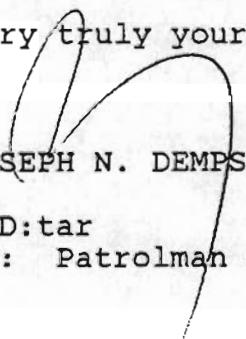
Re: Borough of Spring Lake and  
PBA Local 50, Spring Lake Police Department

I represent PBA Local 50 for the Spring Lake Police Department. The current contract will expire on December 31, 1994. In accordance with law, we are obliged to begin negotiations with you no later than 150 days before your budget adoption date (N.J.A.C. Rule 19:16-2.1).

Please contact the undersigned or be in touch with Patrolman Coyle, who is in charge of negotiations for the PBA in the Spring Lake Police Department, in order to arrange a session in accordance with law.

Please understand that negotiations must be completed and will reach a regulatory impasse 60 days before the budget adoption date, and we will be obliged to place this matter for fair and final arbitration; a procedure which is expensive and attracts more attention than either side needs to have. Please contact me or Patrolman Coyle as soon as possible.

Very truly yours,



JOSEPH N. DEMPSEY

JND:tar  
cc: Patrolman Coyle