

up
GP

Contract no 1596

F

COPY

A G R E E M E N T

Between

BOROUGH OF BAY HEAD
COUNTY OF OCEAN, NEW JERSEY

and

BAY HEAD POLICE DEPARTMENT EMPLOYEES

January 1, 1992 through December 31, 1993

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
1	RECOGNITION AND SCOPE OF AGREEMENT	2
2	COLLECTIVE BARGAINING PROCEDURE	3
3	DISCRIMINATION AND COERCION	4
4	HOURS	5
5	OVERTIME	6
6	SALARY	7
7	LONGEVITY	8
8	VACATIONS	9
9	PERSONAL LEAVE	10
10	HOLIDAYS	11
11	SICK LEAVE	12
12	TERMINAL LEAVE	14
13	DEATH IN FAMILY	15
14	CLOTHING ALLOWANCES	16
15	EDUCATIONAL INCENTIVE	17
16	HOSPITAL AND MEDICAL INSURANCE	18
17	SEPARABILITY AND SAVINGS	19
18	COMPLETENESS OF AGREEMENT	20
19	DURATION	21

PREAMBLE

This Agreement made this day of , 1992, by
and between the Borough of Bay Head, a Municipal Corporation of the State
of New Jersey (from now on called the "Borough") and the Bay Head Police
Department Employees (from now on called 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 Borough and
its employees and to establish a basic understanding relative to compensation,
hours of work and other conditions of employment consistent with the law
and established practices not modified by this agreement:

NOW, THEREFORE, in consideration of these premises and mutual covenants
herein contained, the parties hereto agree with each other as follows:

ARTICLE 1

RECOGNITION AND SCOPE OF AGREEMENT

A. The Borough hereby recognizes the Association as the sole and exclusive representative of all the employees in the bargaining unit as defined herein for the purpose of collective bargaining and all activities and processes relative thereto.

B. The bargaining unit shall consist of all probationary and permanent members of the Police Department of the Borough of Bay Head, New Jersey, now employed or hereafter employed, except the Chief of Police.

C. This Agreement shall govern compensation, hours of work and other conditions of employment herein set forth.

D. This Agreement shall be binding upon the parties hereto.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 2

COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining with respect to compensation, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

ARTICLE 3

DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees of the Bay Head Police Department because of their activity or employment in the Department. Neither the Borough nor the members of the Bay Head Police Department shall discriminate against any employee because of sex, race, creed, color, national origin or political affiliation.

ARTICLE 4

HOURS

A. The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hours period, except as mutually agreed to by the parties.

B. The tours of duty shall continue as they are currently in force, unless hereafter changed and mutually agreed to by the parties.

ARTICLE 5
OVERTIME

A. The Borough agrees that overtime consisting of time and one-half (1½) will be paid to all employees covered by this Agreement for hours worked in excess of the regular work day consisting of eight (8) consecutive hours and for hours worked in excess of forty (40) hours in any one (1) week. All such overtime is to be authorized by the Chief of Police.

B. It is recognized that employees may be required to report in advance of the tour starting time and for the purpose of report making to remain after the termination of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period prior to the commencement of a tour or for a fifteen (15) minute period after the termination of a tour. In the event an employee is required to report earlier than fifteen (15) minutes prior to the commencement of a tour or to remain beyond fifteen (15) minutes after the end of a tour, the employee shall be paid overtime rate for all time worked in excess of the work day of eight (8) consecutive hours.

C. At any time an employee is summoned for overtime duty, he shall be entitled to be paid a minimum of two (2) hours at the overtime rate from the time of arrival.

D. During 1992, a maximum of five hundred seventy-five (\$575.) dollars annually will be paid for appearances in municipal court. During 1993, a maximum of six hundred twenty-five (\$625.) dollars annually will be paid for appearances in municipal court. This shall be payable in the first pay period in November. All other court appearances will be considered overtime and paid at the overtime rate.

ARTICLE 6

Annual Base Salary

A. Effective January 1, 1992, the annual base salary for each of the following classifications shall be:

<u>Classification</u>	<u>Annual Base Salary</u>
Sergeant	\$41,310.00
Sergeant - Jr. Grade	\$40,195.00
Patrolman - 4th year	\$39,124.00
Patrolman - 3rd year	\$36,416.00
Patrolman - 2nd year	\$32,473.00
Patrolman - 1st year	\$29,622.00
Probationary Patrolman to 1st year	\$26,214.00

B. Effective January 1, 1993, the annual base salary for each of the following classifications shall be:

<u>Classification</u>	<u>Annual Base Salary</u>
Sergeant	\$43,789.00
Sergeant - Jr. Grade	\$42,607.00
Patrolman - 4th year	\$41,471.00
Patrolman - 3rd year	\$38,601.00
Patrolman - 2nd year	\$34,421.00
Patrolman - 1st year	\$31,399.00
Probationary Patrolman to 1st year	\$27,787.00

ARTICLE 7

LONGEVITY

A. Each employee shall be paid, in addition to annual base salary, a longevity payment based upon continuous years of employment as a regular officer in the Police Department as follows:

<u>Continuous Years of Service</u>	<u>Annual Non-Cummulative Longevity Payment</u>
1 to 5 years	1% of Annual Base Salary
6 to 10 years	2% of Annual Base Salary
11 to 15 years	3% of Annual Base Salary
16 to 20 years	4% of Annual Base Salary
20 or more years	5% of Annual Base Salary

B. Longevity payments shall be calculated or recalculated immediately following the anniversary date of employment of each employee and shall be paid twice each month to be included as part of the employee's regular paycheck.

ARTICLE 8

VACATIONS

A. Each employee shall be entitled to annual vacation leave based upon continuous years of employment as a regular officer in the Police Department as follows:

<u>Continuous Years of Service</u>	<u>Annual Vacation Leave</u>
0 to 1 year	5 working days
1 to 6 years	10 working days
7 to 10 years	15 working days
11 to 15 years	18 working days
16 or more years	20 working days

B. The choice of vacation days will be based on seniority and will only apply to the first ten (10) vacation days. The balance, if any, will be left to the administrative discretion of the Chief of Police.

ARTICLE 9

PERSONAL LEAVE

A. Each employee shall be entitled to three (3) personal leave days each year without deductions from any other leave time permitted, providing the employee shall notify the Chief of Police at least three (3) days in advance.

B. If less than three (3) days advance notice is given, entitlement to personal leave shall be at the discretion of the Chief of Police.

C. No compensatory pay will be given if the personal leave days are not taken, nor can said days be accrued.

ARTICLE 10

HOLIDAYS

A. The following shall be recognized as holidays paid at eight (8) hours regular time under this Agreement:

New Year's Day	Washington's Birthday
Good Friday	July 4th (Independence Day)
Memorial Day	Labor Day
Election Day	Thanksgiving Day
Veteran's Day	Christmas Day
Columbus Day	Martin Luther King's Birthday

B. When any of the above holidays are in conflict with an employee's religious belief, the employee may substitute a religious holiday of his religious belief, provided that adequate notice is given to the Chief of Police.

C. It is recognized by both parties that employees may not, by reason of Department business, enjoy the above holidays by working on those dates. Therefore, in lieu of the holiday itself, the employee shall receive compensation time off at his discretion and the Borough's approval or be paid at regular time for unused holidays in the first pay period in December. In event any of the holidays fall on a non-duty day, the holiday shall be deemed to have fallen on a regular working day.

ARTICLE 11

SICK LEAVE

A. Each employee shall be entitled to annual sick leave in any calendar year as follows:

<u>Classification</u>	<u>Annual Sick Leave Each Calendar Year</u>
Probationary Patrolmen	5 working days
1st year Patrolmen	10 working days
All other Patrolmen and Sergeants	15 working days

B. The amount of sick leave not taken in any calendar year shall accumulate from year to year up to a maximum of 200 days. If an employee resigns or is discharged for cause, the employee shall not receive compensation for any accumulated sick leave.

C. Sick leave may be utilized by an employee when the employee is unable to perform work by reason of personal illness, accident, or exposure to contagious disease. Sick leave may be used for short periods by an employee when a member of the immediate family of the employee is seriously ill.

D. Sick leave shall not include any extended period where an employee serves as nurse or housekeeper to a member of the immediate family of the employee during a period of serious illness.

E. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Borough.

F. Sick leave injury. Any employee who is disabled in the line of duty because of occupational injury or disease may, on the approval of the Borough, be granted a leave of absence with full pay, reduced pay

or with full pay for a certain period and reduced pay thereafter, contingent upon the availability of departmental funds legally usable for this purpose. Any amount of salary paid or payable to an employee for service connected disability leave shall be reduced by the amount of worker's compensation benefits paid or payable under the New Jersey Worker's Compensation Act for temporary disability:

1. This leave shall not be granted beyond one year from the date of injury or illness.

2. The employee shall furnish the Borough with such medical or other proof relating to the injury or illness and the continued disability of the employee.

3. This section shall not apply to injuries or illnesses incurred and arising out of outside gainful employment or gainful employment unrelated to the duties of a Borough Police Officer.

ARTICLE 12

TERMINAL LEAVE

A. Any employee completing a minimum of ten (10) years of full time employment as a regular officer in the Police Department who has accumulated sick time shall be entitled to partial compensation upon retirement from full time employment in accordance with the Police and Firemen's Retirement System (PFRS) or such other retirement system which may be in effect and approved by the Division of Pensions, Department of Treasury of the State of New Jersey.

B. Any employee qualifying for compensation under the terms of this provision shall be paid for one-half ($\frac{1}{2}$) of up to a maximum of two hundred accumulated sick days at the rate of compensation set forth herein, but not to exceed the total sum of ten thousand (\$10,000.) dollars. Compensation for accumulated sick time shall be paid based upon the annual base salary and longevity payments in effect as of the employee's retirement date.

C. An employee shall notify the Governing Body of his claim for terminal leave before December 1st of the year prior to retirement so that the Borough may properly establish its budget. Upon retirement, an employee may receive accumulated sick time in a lump sum or, upon request, and at the discretion of the Governing Body, an employee may receive the accumulated sick time within thirty (30) days after the final adoption of the Borough's Annual Budget during the year immediately following the year of retirement. The employee shall make this request at the time of giving notification of his claim for terminal leave.

ARTICLE 13

DEATH IN FAMILY

A. In the event of a death in the immediate family (mother, father, husband, wife, children, mother-in-law, father-in-law, step children, brother, sister) of an employee, the Borough shall grant a three (3) day leave of absence, with pay, to the employee.

B. All applications under this provision shall be on a case by case basis upon the recommendation of the Chief of Police and Police Committee. This benefit may be denied if the Chief of Police and Police Committee determine that there will be insufficient police coverage should the benefit be granted.

ARTICLE 14

CLOTHING ALLOWANCE

A. During 1992, a clothing allowance of up to five hundred seventy-five (\$575.00) dollars shall be paid by the Borough to all permanent employees. The clothing allowance shall be drawn on an as needed basis upon application to the Chief of Police up to the maximum amount of the allowance.

B. During 1992, a clothing maintenance allowance of two hundred fifty (\$250.00) dollars shall be paid by the Borough to all permanent employees during the first pay period in November.

C. During 1993, a clothing allowance of up to five hundred seventy-five (\$575.00) dollars shall be paid by the Borough to all permanent employees. The clothing allowance shall be drawn on an as needed basis upon application to the Chief of Police up to the maximum amount of the allowance.

D. During 1993, a clothing maintenance allowance of two hundred seventy-five (\$275.00) dollars shall be paid by the Borough to all permanent employees during the first pay period in November.

ARTICLE 15

EDUCATION INCENTIVE

A. The Borough agrees to pay each employee of the Department, in addition to annual base salary, an annual educational incentive based upon the following table:

1. Associates Degree in Police Science
Upon Completion -- \$300.00
2. Bachelors Degree in Police Science
Upon Completion -- \$500.00

B. An employee must have a minimum of three (3) continuous years of employment as a regular officer in the Police Department before he shall be entitled to receive any payment under this provision.

ARTICLE 16

HOSPITAL, DENTAL AND MEDICAL INSURANCE

A. The Borough shall pay the cost and provide hospital, dental and medical insurance (Blue Cross/Blue Shield) including Family Coverage, for each employee.

ARTICLE 17

SEPARABILITY AND SAVINGS

A. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

B. If any such provisions are so invalid, the Borough and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE 18

COMPLETENESS OF AGREEMENT

A. This Agreement constitutes the entire collective bargaining agreement between the parties and settles for the term of this Agreement all matters which were, or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement.

ARTICLE 19

DURATION

A. The provisions of this Agreement shall be effective retroactive from January 1, 1992 and shall remain in full force and effect until December 31, 1993.

IN WITNESS WHEREOF, the parties have authorized and caused this Agreement to be signed by their respective officers or agents on this _____ day of _____, 1992.

ATTEST:

BOROUGH OF BAY HEAD

MARGARET K. HEANEY, RMC
Municipal Clerk

BY: _____
EDWARD F. JOHNSON
Mayor

ATTEST:

BAY HEAD POLICE
DEPARTMENT EMPLOYEES

Secretary

BY: _____
President