

**AGREEMENT**

This Agreement, between the Borough of Keyport, hereinafter referred to as the "Borough" or "Employer" and New Jersey State Policemen's Benevolent Association, Keyport Local 223, hereinafter referred to as the "PBA," employee and police officer.

Witnesseth:

Whereas, the parties have carried on collective bargaining for the purpose of developing a Contract covering wages, hours of work and other conditions of employment for 1994, 1995 and 1996.

Now therefore, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the PBA as follows:

**ARTICLE I**

**RECOGNITION**

The Employer recognizes the aforementioned PBA as the exclusive representative for all Patrolmen, Sergeants, Lieutenants and Captains in its Police Department in Keyport, New Jersey, but excluding the Chief of Police and other employees.

## ***ARTICLE II***

### **NEGOTIATION PROCEDURE**

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Employees Law 1974 and any successor changes in the state law governing Public Employees of the State of New Jersey in a good faith effort to reach agreement. Such negotiations shall begin not later than September 1 of each calendar year.

B. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. Any agreement arrived at by the negotiating representatives will be submitted to the Borough Council and the members of the PBA for ratification, decision or vote. Any agreement of the parties in negotiation will be reduced in writing and will become binding for the period of agreement upon ratification.

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SCHEDULE CHART

APPENDIX A

***AGREEMENT BETWEEN***

***THE BOROUGH OF KEYPORT***

***AND***

***NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION,***

***KEYPORT LOCAL NO. 223***

***1994, 1995 and 1996***

*Prepared by:*

*Fred M. Klatsky, Esq.  
KLATSKY & KLATSKY  
Attorney for P.B.A. Local 223  
320 Broad Street  
Red Bank, NJ 07701  
(908) 741-3200*

OFFERED BY: Mr. Bergen,

SECONDED BY: mr. Wedick

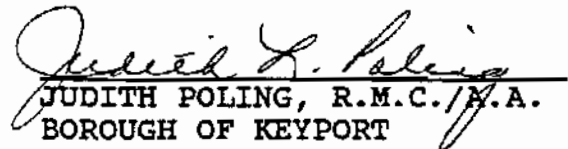
AYES: Councilmembers Hammond, Nicholl, Atkins, Wedick, Pedersen, Bergen

NAYS: None

ABSTAIN: None

ABSENT: None

I certify that the foregoing is a true and accurate copy of the Resolution adopted by the Mayor and Council of the Borough of Keyport at its meeting on the 25th day of April, 1995.

  
JUDITH POLING, R.M.C./P.A.  
BOROUGH OF KEYPORT

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RESOLUTION

Resolution No. 148-95

APPROVING AGREEMENT BETWEEN THE BOROUGH OF  
KEYPORT AND POLICEMEN'S BENEVOLENT  
ASSOCIATION

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WHEREAS, the Mayor and Council and the New Jersey State Policemen's Benevolent Association, Keyport Local No. 223, have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment for 1994, 1995 and 1996; and

WHEREAS, an Agreement in the form annexed hereto has been concluded to reflect the results of the Collective Bargaining Agreement;

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF KEYPORT AS FOLLOWS:

1. The attached Agreement between the Borough of Keyport and New Jersey State Policemen's Benevolent Association, Keyport Local No. 223, for the years 1994, 1995 and 1996 be and is hereby approved.

2. The Mayor and Borough Clerk are authorized to execute said Agreement on behalf of the Borough after the Keyport Policemen's Benevolent Association Local No. 223 has executed same.

### ***ARTICLE III***

#### **MANAGEMENT RIGHTS**

The PBA recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

### ***ARTICLE IV***

#### **DISCRIMINATION OR COERCION**

There shall be no discrimination, interference or coercion by the Employer or any of its agents, against the employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any employee because of race, creed, color, age, sex or national origin.

## *ARTICLE V*

### *PBA DUES "CHECK-OFF"*

- A. The employer agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the PBA. Such deductions shall be made in compliance with N.J.S. 52:14-15.9(e) as amended. Said monies together with records of any corrections shall be transmitted to the PBA Treasurer within three (3) working days from the payroll period ending date of each payroll period.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each employee.
- C. The PBA will provide the necessary "check-off" authorization form and deliver the signed forms to the appropriate offices. The PBA shall indemnify, defend and save Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason taken by the Employer in reliance upon salary deduction authorization cards submitted by the PBA to the Employer.
- D. It is hereby agreed that dues deductions for any employee in the Association shall be limited to Keyport PBA Local 223 of the New Jersey State Policemen's Benevolent Association, the duly certified majority representative and employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk.



## ***ARTICLE VI***

### ***PBA REPRESENTATIVES***

- A. The Employer agrees to grant time off without any loss of regular pay or compensatory time not to exceed one (1) calendar week to any employees designated by the PBA to attend the annual State Convention, provided seventy-two (72) hours written notice is given to the Chief of the Department by the PBA. No more than three (3) employees, consisting of one (1) delegate and two (2) alternate delegates, shall be granted time off at any one time. In no event, shall more than one (1) employee on any shift, be granted time off at any one time, pursuant to N.J.S.A. 11A:6-10.
- B. During collective negotiations, authorized PBA representative, not to exceed four (4), shall be excused from their normal work duties to participate in any collective negotiation session mutually scheduled by the parties and shall suffer no loss of regular pay or compensatory time.
- C. The following officers of the local PBA may be granted time off without loss of regular pay or compensatory time to attend regularly scheduled local PBA meetings, when such meetings are conducted at a time when the local PBA officers are scheduled to work: President, Vice-President, Recording Secretary and Treasurer.
- D. Any representative designated in writing by the President of the PBA may enter the Employer's facilities or premises at reasonable times for the purpose of open observations of working conditions or assisting in the adjustment of grievances without any loss of regular pay or compensatory time. When the PBA decides to have its representatives enter the Employer's facilities or premises, it will notify the Police Chief or his representative of such activity.

E. An aggregate of two (2) PBA representatives shall be appointed by the PBA President each year to represent the PBA in grievances with the Employer. These two (2) grievance committeemen representatives shall suffer no loss of regular pay or compensatory time when processing grievances or attending to other business of this Association.

F. The Employer agrees to grant time off without any loss of regular pay or compensatory time to the designated delegate of the PBA to attend monthly State meetings, County meetings and other authorized State PBA meetings.

## ***ARTICLE VII***

### **EMPLOYEES RIGHTS TO LEGAL ASSISTANCE**

The Borough will provide defense for members of officers in action or legal proceedings pursuant to N.J.S.A. 40A:14-155.

(Rev. 4/20/95)

## ***ARTICLE VIII***

### **GRIEVANCE PROCEDURE**

#### **A. Definition of Grievance**

An employee may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

B. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

Step 1. An Officer with a grievance shall first discuss it with his/her immediate supervisor either directly or through the PBA's designated representative for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 1 or if no decision has been rendered within ten (10) working days after presentation of that grievance at Step 1, he/she may file a written grievance with the Chief of Police, or, in his/her absence, a representative designated by him/her. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police or his/her designated representative. A decision thereon shall be rendered in writing by the Chief of Police within ten (10) working days after the holding of such meeting.

Step 3. If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 2 or if no written decision has been rendered within ten (10) working days of the meeting on that grievance at Step 2, the matter may be referred by the PBA or its designated representative to the Mayor and Council. A meeting on the grievance shall be held between

the PBA and the Mayor and Council or their representative at which meeting the parties may be represented. The meeting between the PBA and the Mayor and Council or their duly authorized representative is to be conducted within fifteen (15) days of filing said grievance to Step 3. Said meeting shall not be held publicly unless the parties so agree in writing. The Mayor and Council or their designee shall render a written decision within twenty (20) working days of the meeting.

Step 4. If the decision, or non-decision, made in Step 3 is not acceptable to the aggrieved party, then the matter may be processed to binding arbitration by such party giving written notice to the Public Employment Relations Commission to appoint an arbitrator pursuant to its rules and regulations, with a copy being sent to the other party.

C. The time limit specified in the Grievance Procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

D. A grievance must be presented at Step 1 within fifteen (15) business days from the date of occurrence of the facts which gave rise to the grievance or from the date when the aggrieved party should have known of the occurrence of the facts which gave rise to the grievance, not to exceed six months.

E. Any employee may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the PBA, including an attorney. When an employee is not represented by the PBA, the PBA shall have the right to be present and state its views at all stages of the grievance procedure, unless the employee objects to the presence of a PBA representative, in which case the PBA may not be present at any stage of this procedure. However, in the event the PBA is not present at Step 3, the PBA will promptly receive a copy of the employee's written grievance and a copy of the decision.

(Rev. 4/20/95)

F. A failure to respond at any step in this procedure by the employer or its agent shall be deemed to be negative response and upon the termination of the applicable time limits, the grievant may proceed to the next step.

G. A grievance affecting a group of employees under Article VIII may be submitted by the PBA on behalf of said named group at Step 3 of the grievance procedure.

H. The following procedure will be used to secure the services of an arbitrator:

1. The party requesting arbitration shall request the Public Employment Relations Commission to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the rules and regulations of PERC.
2. The arbitrator shall limit himself/herself to the issues submitted to arbitration. The arbitrator shall not add anything to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be binding.
3. The fees, expenses and compensation of the arbitrator shall be born equally by both parties. Testimony at arbitration hearings may be taken by a qualified reporter and reduced to a written record at the request of either party. Fees and expenses incurred in connection with the use of a reporter shall be borne by the party making the request.

***ARTICLE IX***

**HOLIDAY CALENDAR**

The following shall be recognized as paid holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election (November)
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Veteran's Day
Martin Luther King's Birthday	

***ARTICLE X***

**HOLIDAY PAY**

- A. All Keyport Police Officers will be paid for their holidays at their prevailing rate of pay on the first pay day in the month of December of the current calendar year.
- B. Holiday pay shall be paid in one lump sum.

## ***ARTICLE XI***

### **PERSONAL LEAVE**

- A. 1. For each calendar year, each employee shall be entitled to receive four (4) personal days.
2. Beginning January 1, 1996, for each calendar year, each employee shall be entitled to receive five (5) personal days.
- B. Personal leave may be used for personal or private reasons, emergencies, observation of religious or other days of celebration or personal business, with pay, it being expressly understood, however, that said personal days shall be at the discretion of the Chief of Police as to which days shall be allowed to be taken as personal days.
- C. Requests for personal days off must be in writing to the Chief of Police and record of all requests shall be kept for inspection by the Mayor & Council. Personal leave shall be granted by the Chief of Police upon request of the employee, provided the request may be granted without the interference of the operation of the department. Except for emergencies, leave shall be scheduled in advance.
- D. In the event that any police officer takes a day off without the Chief's permission as one of the aforementioned personal days, he/she will lose the day's pay for the time so taken.

**ARTICLE XII**

**ANNUAL VACATION LEAVE**

A. Vacations in each calendar year shall be granted as follows:

<u>Years</u>	<u>Days</u>
1-5	12
6-10	15
11-15	18
16-20	22
over 20	25

- B. 1. All permanent employees shall be entitled to vacation leave based on their years of continuous service. Such vacation leave benefits are to be credited January 1st on the basis of a contractual calendar. Vacation leave benefits are determined by the maximum years of service reached during the contractual year.
2. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.
3. Vacation allowance must be taken during the current calendar year at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure of work. Vacation shall be scheduled and taken each year, with due regard for each officer's convenience and the needs of the force. The Chief shall approve the employee's request to carry forward vacation leave to the succeeding year barring an emergency.



## ***ARTICLE XIII***

### **LEAVE OF ABSENCE**

A. The Employer agrees that an employee on leave due to line of duty injury shall not be put on the vacation roster if such employee's sick leave and vacation period coincide, and his/her vacation shall be granted at a later date when the employee returns to work.

B. In the event an Employee is entitled to vacation leave at the time of his/her death, his/her widow(er) or his/her estate shall receive one (1) days pay for each day of earned vacation which had not been taken at the time of the Employee's death.

C. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year and any vacation which may have been carried over from the preceding year.

## ***ARTICLE XIV***

### **DEATH IN FAMILY LEAVE**

Leave with pay, not to exceed three (3) working days, shall be permitted where such absence is due to and necessitated by death of a member of the immediate family of the employee. For the purpose of this section, immediate family means an officer's grandparent, parent, brother, sister, spouse, son, daughter, stepchildren, grandchild, corresponding in-laws, any step relations of the foregoing and any relative residing in his/her household. If the funeral is not in New Jersey, then five (5) days shall be permitted.

## ***ARTICLE XV***

### **SICK LEAVE**

- A. 1. Sick leave shall be granted employees as follows:
- a. For the first year - one (1) day per month
  - b. For the second year until retirement, fifteen days per year.
2. Upon retirement, the Borough will pay the retiring employee for one-half of the earned unused accumulated sick days up to a maximum of \$13,500.
3. In the event of the employee's death prior to this retirement, one-half of the earned unused accumulated sick days up to a maximum of \$13,500 is to be paid to the employee's designated beneficiary or estate.
- B. Every year each employee shall be entitled to sick time buy-back incentive of five (5) days, forty (40) hours per year after the employee saves twenty-five (25) days, which is two hundred (200) hours of accumulated sick time. Same shall be paid not later than the first pay period following the adoption of the final budget and after the employee notifies the Borough of his/her election of the buy-back.

## ***ARTICLE XVI***

### **RETIREMENT**

Employees shall retain all pension rights under New Jersey Law.

## ***ARTICLE XVII***

### ***HOURS OF WORK AND OVERTIME***

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

B. The work week shall commence on Monday and end on Sunday, inclusive, and the employee shall work in accordance with the shift schedule annexed to this Contract, which is now in effect.

C. All work in excess of eight (8) hours per day shall be paid at time and one-half rates by check. The employee's hourly rate shall be determined by dividing the employee's weekly salary by forty (40).

D. Overtime shall be given to employees on a seniority basis giving preference to permanent employees and provided, however, that the employee may refuse to exercise his/her seniority in which event the position will be open to the less senior man/woman.

The aforementioned shall be handled with a seniority list and upon acceptance or refusal to work in said capacity, the employee's name shall go to the bottom of the said list.

E. Any officer assigned to the Patrol Division and working shall be paid the Sunday overtime. The Employer reserves the right to continue the flexible power shift schedule for any other officers. In addition, Employer reserves the right to institute a power shift schedule at its own discretion at any time.

## ***ARTICLE XVIII***

### ***PAY DAY***

A. Effective as soon as possible, and no later than January 1, 1994, all police officers will receive their pay every other Friday.

B. Separate checks for overtime pay shall be issued on the regular pay day.

## **ARTICLE XIX**

### **SALARIES**

A. For the year 1994, employees covered by this Agreement, shall receive a salary increase in the amount of 5 percent (5%) over the 1993 base salary, retroactive to April 20, 1994.

The salary schedule for 1994, 1995 and 1996, for all officers recognized as being represented by the PBA and who were employees prior to April 15, 1995, shall be set forth as follows:

<u>Classification</u>	<u>Jan. 1, 1994</u>	<u>April 20, 1994 (5.0%)</u>
Captain of Police	\$52,977.81	\$55,625
Lieutenant	\$50,370.53	\$52,888
Sergeant	\$47,763.30	\$50,151
Detective Sergeant	\$47,763.30	\$50,151
Detective	\$43,754.01	\$45,942
Patrolman First Class	\$43,115.76	\$45,271
Patrolman Second Class	\$36,045.87	\$37,848
Patrolman Third Class	\$29,053.08	\$30,506

<u>Classification</u>	<u>Jan. 1, 1995 (5.2%)</u>	<u>Jan. 1, 1996 (5.1%)</u>
Captain of Police	\$58,520	\$61,505
Lieutenant	\$55,640	\$58,480
Sergeant	\$52,760	\$55,450
Detective Sergeant	\$52,760	\$55,450
Detective	\$48,330	\$50,795
Patrolman First Class	\$47,625	\$50,055
Patrolman Second Class	\$39,815	\$41,845
Patrolman Third Class	\$32,092	\$33,730
Patrolman Fourth Class	\$24,000	\$25,225
In Academy	\$23,500	\$24,700

B. The salary schedule for 1995 and 1996, for all officers recognized as being represented by the PBA, and who were hired after April 15, 1995, shall be set forth as follows:

<u>Classification</u>	<u>Jan. 1, 1995 (5.2%)</u>	<u>Jan. 1, 1996 (5.1%)</u>
Captain of Police	\$58,520	\$61,505
Lieutenant	\$55,640	\$58,480
Sergeant	\$52,760	\$55,450
Detective Sergeant	\$52,760	\$55,450
Detective	\$48,330	\$50,795
Patrolman First Class	\$47,625	\$50,055
Patrolman Second Class	\$38,000	\$39,938
Patrolman Third Class	\$29,053	\$30,534
Patrolman Fourth Class	\$24,000	\$25,225
In Academy	\$23,500	\$24,700

The Academy rate and Fourth Class are only for employees hired after April 15, 1995.

C. An employee shall be paid the Academy rate while in the Police Training Academy and then move to the Fourth Class Pay Classification the day after leaving the Police Academy. The employee shall earn the salary at the Fourth Class for 12 calendar months. The Anniversary date for moving from Fourth Class to Third Class, etc., shall be the date the employee left the Police Academy. This Anniversary Date is only for purposes of moving up the salary guide, and shall not be for any other purpose, including but not limited to, longevity, vacation, pension, etc.

## **ARTICLE XX**

### **LONGEVITY**

A. 1. Longevity is recognized as a method of rewarding employees for their years of dedicated service and shall be paid according to the following schedule retroactive to January 1, 1994.

After 5 years of service	-	1% increase above base salary
After 10 years of service	-	3% increase above base salary
After 15 years of service	-	4% increase above base salary
After 20 years of service	-	5% increase above base salary

2. a. As of January 1, 1995, longevity payments for all employees who have been with the employer on or before December 31, 1994, shall have the following retroactive longevity from January 1, 1995:

After 5 years of service	-	1% increase above base salary
After 10 years of service	-	3% increase above base salary
After 15 years of service	-	4.5% increase above base salary
After 20 years of service	-	6% increase above base salary

b. For all employees hired on or after January 1, 1995, longevity shall be as follows:

After 7 years of service	-	1% increase above base salary
After 10 years of service	-	3% increase above base salary
After 15 years of service	-	4.5% increase above base salary
After 20 years of service	-	6% increase above base salary

B. The Longevity pay is to be determined by the maximum years of service reached during the contract year. Each officer shall be credited with longevity pay on January 1st on the basis of a contractual calendar year regardless of the officer's anniversary date. Longevity payment shall be added to the officer's base salary and paid within the regular paycheck. The Anniversary Date in Article XIX(C) will not determine longevity payment. Longevity payments are based on total years of service with the employer, including time spent at the Academy.

## *ARTICLE XXI*

### CLOTHING ALLOWANCE

A. 1. Each member shall be allowed a sum of \$1,050 for the calendar year 1994, \$1,100 in 1995, and \$1,150 in 1996 for clothing, equipment, and maintenance. Each member shall draw upon said allowance by submitting to the Business Administrator under the existing municipal voucher system, a voucher for the purchase and maintenance of clothing and equipment. Each voucher shall have attached to it a sales receipt, sales slip or other documentation indicating the nature of the item and amount to be expended for the calendar years. The total amount of voucher will not exceed \$525 for 1994, \$550 for 1995 and \$525 for 1996. In addition, each member will receive a check for clothing in the amount of \$525 in 1994, \$550 in 1995, and \$625 in 1996. Payment is to be made on adoption of the municipal budget.

2. The parties agree that the clothing allowance, whether by voucher or by cash payment, is to be used exclusively for the purchase of necessary and needed clothing, equipment, and maintenance of the same, and used in connection with each member's employment.

B. In the event of damage to clothing, accessories and equipment arising out of, and in the course of, employment: such clothing, accessories and equipment of equal quality value shall be replaced by the Borough without cost to the officers.

C. In the event of disagreement concerning the administration of the provision of Section 2, above, the aggrieved employee shall submit said claim through the Chief of Police to the Police Committee, and a meeting thereon shall be held within ten (10) days of the filing of the notice by the Officer in lieu of any procedure set forth in Article VIII herein.

D. All new uniform requirements will be supplied by the Borough of Keyport. Any change or addition to said uniform requirements shall be issued by the Borough of Keyport without cost to the employee.

## ***ARTICLE XXII***

### ***COLLEGE INCENTIVE PROGRAM***

A. It is agreed that upon the attaining of an Associate's Degree, an officer shall be paid an additional \$100 added to his/her base salary and upon the attaining of a Bachelor's Degree, an officer will be paid an additional \$200 added to his/her base salary. No officer shall be reimbursed for more than a maximum of fifteen (15) credits in the year earned.

B. It is further understood that an officer shall be reimbursed up to \$100 per credit for each credit earned, providing that the officer has attained a grade of "C" or better in a recognized institution of higher learning and that said credits are certified by the officer of the Municipality in the form of a transcript of the passing grade and further upon condition that said credits have been earned in the areas approved by the established programs of SLEPA OR LEEP.

## ***ARTICLE XXIII***

### ***CALL-IN PAY***

A. 1. In 1994, any employee who is asked to return to work during periods other than his/her regularly scheduled work time, shall be guaranteed not less than two (2) hours call-in pay, regardless of the number of hours actually worked, paid at overtime rates of time and one-half

2. As of January 1, 1995, any employee who is asked to return to work during periods other than his/her regularly scheduled work time, shall be guaranteed not less than three (3) hours call-in pay, regardless of the number of hours actually worked, paid at overtime rate of time and one-half

B. If an employee is called out a second time within the original three-hour call-in, the employee will not receive an additional minimum call-in payment. However, if the employee works beyond the original three-hour call-in period, then the employee shall receive time and one-half the employee's regular hourly rate for all additional hours worked.



***ARTICLE XXIV***

**MEAL ALLOWANCE**

A meal allowance of up to \$10.00 shall be granted for working more than ten (10) consecutive hours.

***ARTICLE XXV***

**MILEAGE**

An employee shall receive 22 cents a mile for the use of his/her private means of transportation when used on Borough business.

***ARTICLE XXVI***

**RETENTION OF BENEFITS**

Proposed new rules or modification of existing rules governing working conditions, whether written or unwritten, shall be negotiated with the majority representative prior to being made effective.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

## ***ARTICLE XXVII***

### ***LIFE INSURANCE, MEDICAL AND DENTAL BENEFITS***

- A. The life insurance program is to provide for \$10,000 of life insurance coverage effective January 1, 1979. All costs and charges in connection with said changes will be borne by the employer.
- B. Starting May 1, 1993, each employee shall contribute the sum of \$10.00 per pay period for a total of \$260 per year toward the cost of their medical insurance benefits. This contribution shall be deducted from their salary by the Borough of Keyport.
- C. The Borough shall continue to provide the current medical health benefits package to all eligible Borough employees, including employees covered by this Agreement.
- D. The Borough reserves the right to change insurance carriers or implement a self insurance program, so long as substantially similar benefits are provided at no extra cost to the employees covered by this Agreement.
- E. In the event the Employer plans to make a change, the Union will be provided with copies of the new plan forty-five (45) days in advance. In the event the Union disagrees that the new plan provides in the aggregate substantially similar benefits, the Union may promptly grieve within ten (10) days after notification of the proposed change, and may file for expedited arbitration with the American Arbitration Association or Public Employment Relations Commission.

No changes will be made pending the decision of the arbitrator.

## ***ARTICLE XXVIII***

### **SAVINGS CLAUSE**

In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any article or section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect and the parties shall renegotiate concerning any invalidated provisions.

## ***ARTICLE XXIX***

### **DURATION**

This Agreement shall be effective as of January 1, 1994 and shall terminate on December 31, 1996. If either party desires to change this Agreement, it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement of the proposed changes and their desires to terminate this Agreement. If notice is not given the current Contract shall remain in full force until a new Contract is negotiated.

***ARTICLE XXX***

***PAY FOR WORK IN A HIGHER RANK***

- A. Any officer in the existing rank shall have preference to fill a temporary vacancy. If ranking officer is unavailable, a subordinate shall fill that vacancy.
- B. Those employees assigned by the Chief of Police or his representative or those employees acting in the capacity of a higher rank, due to but not limited to, absences, sick time, vacation, personal days, disability, schooling, who performs the duties of a higher rank shall be paid at the effective rate of pay for that rank retroactive to the assignment to that rank.
- C. Assignment or work performed in the higher rank shall not be limited to the following:
1. Patrolman acting as Sergeant or shift leader.
  2. Sergeant acting as Lieutenant.
  3. Lieutenant acting as Captain.
  4. Captain acting as Chief of Police.
- D. There will be a thirty-five (35) day cumulative probationary period commencing on January 1, 1981 before said higher payment shall occur.

***ARTICLE XXXI***

***JUST CAUSE PROVISION***

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage, or given adverse evaluation of his/her professional services without just cause. Any such action asserted by the Borough or any agent or representative thereof, shall be subject to the grievance procedure, herein set forth.

## ***ARTICLE XXXII***

### **EMPLOYEE RIGHTS DURING INVESTIGATION**

The wide ranging powers and duties given to the department and its members involve them in all manners of contracts and relationships with the public. Out of these contracts may come questions concerning the actions of the members of the force. 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 when the employee is on duty. If it is required that the employee report to headquarters on his/her off-duty hours, he/she shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he/she is remiss in his/her duties or found guilty of a preferred charge.

2. The employee shall immediately be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the employee shall be so advised. All non-confidential information to apprise the employee of the allegations will be provided. If known that the employee is being interrogated as a witness only, he/she will be so informed at the initial contact.

3. The questioning shall be conducted for brief periods in length. Respites will be allowed. Time will be provided for personal necessities, meals, telephone calls, and rest periods as necessary.

4. The interrogation of the employee shall not be recorded without his/her knowledge.

5. The employee shall not be subject to any offensive language, nor will he/she be threatened with transfers, dismissal or any other disciplinary action. No promises of any nature shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of possible consequences of his/her acts.

6. If any employee is under arrest or is likely to be or is a suspect or target of a criminal investigation, he/she will be given his/her rights pursuant to current decisions of the United States Supreme Court.

## ***ARTICLE XXXIII***

### **REPRESENTATION FEE**

A. **Representation Fee**

If an employee does not become a member of the Association during any membership year (i.e. from January 1 to the following December 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

B. **Procedure**

1. **Notification:** Prior to March 1 of each year, the Association will submit to the Borough a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Borough will deduct from the salaries of such employees, in accordance with paragraph 2, below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. **Payroll Deduction Schedule:** The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the Borough; or
- b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position.

3. Termination: If an employee who is required to pay a representation fee terminates his/her employment with the Borough before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Borough will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes: The Association will notify the Borough in writing of any changes in the list provided for in paragraph 1, above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Borough receives said notice.

## ***ARTICLE XXXIV***

### ***COMPENSATORY TIME FOR BOROUGH HOLIDAYS***

If the Mayor or Council grants any Borough employee time off, not for weather conditions, but for other reasons, then each police officer working that day shall receive compensatory time off for the same number of hours that were given to the other Borough employees.

In Witness Whereof, the parties agree to the above terms and have caused this Agreement to be signed by the appropriate officers and their respective seals affixed hereto on the dates below each signature:

Anthony Gallo  
Attest  
Delegate Vice President

Date: April 24, 1995

Michael A. Ferraro  
President, Keyport PBA Local 223

Date: APRIL 24, 1995

Judith L. Poling  
Attest Judith L. Poling, R.M.C.

Date: April 26, 1995

[Signature]  
Mayor, Borough of Keyport

Date: 4/26/95



