

Contract # 1947

RESOLUTION OF THE BOROUGH OF POINT PLEASANT  
POINT PLEASANT, NEW JERSEY

# (092-94)

DATE OF ADOPTION: Mar. 8, 1994

MOTION: RATIFICATION OF AGREEMENT BETWEEN THE CAPTAINS AND LIEUTENANTS OF THE POLICE DEPARTMENT OF THE BOROUGH OF POINT PLEASANT AND THE BOROUGH OF POINT PLEASANT FOR THE YEARS 1993 - 1995, INCLUSIVE

Councilman Cattafi presents the following Resolution

Seconded by Marini

PAGE 1 of 2

WHEREAS, the Captains and Lieutenants of the Police Department of the Borough of Point Pleasant and the Borough of Point Pleasant entered into negotiations pursuant to Chapter 123 of the Public Laws of 1974; and

WHEREAS, these negotiations pertained to wages, benefits and other conditions of employment within the Borough of Point Pleasant; and

WHEREAS, as a result of these negotiations, an Agreement was reached regarding the above matters; and

WHEREAS, the Municipal Administrator has recommended that the Agreement be ratified; and

WHEREAS, to ratify said Agreement is in the best interests of the Borough of Point Pleasant; and

WHEREAS, it is the desire of Mayor and Council to ratify same.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Point Pleasant, County of Ocean, State of New Jersey as follows:

1. The Agreement between the Borough of Point Pleasant and the Captains and Lieutenants of the Police Department of the Borough of Point Pleasant, for the years 1993 - 1995, inclusive, a copy of which is hereto annexed and is made part thereof, is hereby accepted by the Borough of Point Pleasant.
2. The Mayor, Municipal Administrator and Borough Clerk are hereby authorized to execute same.
3. This Agreement is approved subject to ratification of the Captains and Lieutenants of the Police Department of the Borough of Point Pleasant.

RECORD OF VOTE							
COUNCIL	LEE SHARPE	RICHARD VADIMSKI	FREDRICK BRYANT	RICHARD CATTAFI	RONALD MORRIS	WILLIAM FEARON	MAYOR CONGER
YES	✓	✓		✓	✓		
NO			✓			✓	
ABSTAIN							
ABSENT							

cc - J. Aul, CFO

I, Margaret B. Van Pelt, Clerk of the Borough of Point Pleasant in the County of Ocean, do hereby certify the foregoing to be a true and correct copy of the Resolution adopted by the Council of the Borough of Point Pleasant at a meeting of said Council held on Mar. 8, 1994, and that said Resolution was adopted by not less than a two-thirds vote of the members of the Council of the Borough of Point Pleasant.

Margaret B. Van Pelt  
Margaret B. Van Pelt, Borough Clerk



RESOLUTION OF THE BOROUGH OF POINT PLEASANT  
POINT PLEASANT, NEW JERSEY

DATE OF ADOPTION: Mar. 8, 1994

MOTION: RATIFICATION OF AGREEMENT BETWEEN THE CAPTAINS AND LIEUTENANTS OF THE POLICE DEPARTMENT OF THE BOROUGH OF POINT PLEASANT AND THE BOROUGH OF POINT PLEASANT FOR THE YEARS 1993 - 1995, INCLUSIVE

Councilman Cattafi presents the following Resolution

Seconded by Morris

- 4. Certified copies of this Resolution to: Municipal Administrator; Chief of Police; Chief Financial Officer; Captains and Lieutenants of the Police Department of the Borough of Point Pleasant.
- 5. Pursuant to N.J.S.A. 34:13A-8.2, the Borough Clerk is hereby directed to forward a certified copy of this Resolution and Agreement to the Public Employees Relations Commission, Trenton, New Jersey.

RECORD OF VOTE							
COUNCIL	LEE SHARPE	RICHARD VADIMSKI	FREDERICK BRYANT	RICHARD CATTAFI	RONALD MORRIS	WILLIAM FZAROW	MAYOR CONGER
YES	✓	✓		✓	✓		
NO			✓			✓	
ABSTAIN							
ABSENT							

I, Margaret B. Van Pelt, Clerk of the Borough of Point Pleasant in the County of Ocean, do hereby certify the foregoing to be a true and correct copy of the Resolution adopted by the Council of the Borough of Point Pleasant at a meeting of said Council held on Mar. 8, 1994, and that said Resolution was adopted by not less than a two-thirds vote of the members of the Council of the Borough of Point Pleasant.

Margaret B. Van Pelt  
Margaret B. Van Pelt, Borough Clerk

ORIGINAL COPY

AGREEMENT

BETWEEN

THE BOROUGH OF POINT PLEASANT

AND

CAPTAINS AND LIEUTENANTS  
OF THE

POLICE DEPARTMENT OF THE BOROUGH OF POINT PLEASANT

JANUARY 1, 1993 THROUGH DECEMBER 31, 1995





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This Collective Bargaining Agreement entered into to be effective the 1st day of January, 1993.

**BETWEEN:** THE BOROUGH OF POINT PLEASANT, a municipal corporation of the State of New Jersey, hereinafter referred to as "Employer",

**AND:** THE CAPTAINS AND LIEUTENANTS ASSOCIATION OF THE POLICE DEPARTMENT OF THE BOROUGH OF POINT PLEASANT, hereinafter referred to as "Employee", through a negotiating committee chosen from among its members, hereinafter referred to as "Committee".

**ARTICLE I - STATEMENT OF PRINCIPLES**

- Section 1.** That Employer has heretofore recognized Committee as the sole and exclusive bargaining representative of all lieutenants, detective lieutenants, captains, detective captains.
- Section 2.** That Employer has an obligation, pursuant to Chapter 123 of the Laws of 1974, N.J.S.A. 34:13A-1, et seq., to negotiate with Committee as the said representative and to provide orderly and peaceful proceedings for presenting Employee grievances and proposals.
- Section 3.** That it is the intention of the parties to memorialize by this Contract the terms of employment between Employer and Employee, so as to reduce to writing current pay scales, working hours and other terms of employment, most of which are of long-standing practice, to the end that there will be a clear understanding between the parties which will promote a continued, harmonious relationship between them.
- Section 4.** That Employer, on its behalf and on behalf of the citizens of the Borough of Point Pleasant, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.
- Section 5.** That the exercise of the foregoing powers, authority, duties and responsibilities by Employer, and the adoption of policies, rules, regulations and practices in furtherance thereof, 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 that such specific terms hereof in conformity with the Constitution and laws of the State of New Jersey and of the United States.
- Section 6.** That nothing contained herein shall be considered to deny or restrict Employer of its rights, responsibilities and authority under the laws of the State of New Jersey or under any local laws as they pertain to Employer; and it is the intention of both the parties hereto that this Agreement be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.
- Section 7.** That the term of this Contract shall be from January 1, 1993 through December 31, 1995.





## ARTICLE I - STATEMENT OF PRINCIPLES (cont'd)

- Section 8. That for all purposes hereunder where computation of length of service shall be required, the first day of the first month of permanent, full-time employ shall constitute the anniversary date of employment.
- Section 9. That this Agreement shall be binding upon the parties heretofore the term of the Contract, as specified in Section 7, above.

## ARTICLE II - NEGOTIATING PROCEDURE

- Section 1. That negotiations for a future contract shall begin not later than October 1, 1995 and good faith efforts shall be made to conclude an agreement within sixty (60) days from the commencement of such negotiations.
- Section 2. That neither party shall have any control over the selection of the negotiating representatives of the other party; and each party hereby agrees that its representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations, with final approval of the Contract to be made by the Employer at an open public meeting.
- Section 3. That this Agreement incorporates the entire understandings of the parties on all matters which were, or could have been, the subject of negotiations; and neither party shall be required to negotiate further with respect to any such matter, whether or not covered by this Agreement.
- Section 4. That, except as this Agreement shall hereinafter specifically otherwise provide, all conditions of employment heretofore established by the rules, regulations, policies and practices of the Borough of Point Pleasant shall continue in effect as though set forth at length herein; and nothing provided herein shall be interpreted or construed as to eliminate, reduce, or otherwise detract from any benefits to either party existing prior to the effective date of this Agreement, other than as changed by this Agreement.

## ARTICLE III - GRIEVANCE PROCEDURE

- Section 1. That a grievance within the meaning of this Agreement shall be controversy or dispute arising between the parties hereto relating to any matter of terms and conditions of employment.
- Section 2. That an aggrieved employee shall present his grievance within ten (10) working days of knowledge of its occurrence, or such grievance shall be deemed waived.
- Section 3. That the procedural steps for considering and resolving grievances are as follows:
- Step 1 - The Chairman of the Committee or his duly authorized and designated representative shall present, and discuss the grievance or grievances orally with the Police Chief or his designated representative; and the Police Chief shall answer the grievance orally within forty-eight (48) hours.

ARTICLE I - STATEMENT OF PURPOSES

Section 1. The purpose of this Agreement shall be to provide for the orderly and efficient operation of the business of the Company and to provide for the protection of the interests of the Company and its stockholders.

Section 2. This Agreement shall be binding upon the parties hereto and their heirs, assigns, personal representatives, and assigns.

ARTICLE II - INVESTING PROVISIONS

Section 1. The Company shall have the right to invest its funds in any and all securities, real estate, and other property, and to hold, sell, lease, mortgage, or otherwise dispose of such investments in its discretion.

Section 2. The Company shall have the right to borrow money from time to time in its discretion, and to secure such borrowings by mortgage or otherwise on its property.

Section 3. The Company shall have the right to acquire, lease, or otherwise obtain any real estate, personal property, or other assets that it deems necessary for the operation of its business.

Section 4. The Company shall have the right to enter into any and all contracts, agreements, or other arrangements that it deems necessary for the operation of its business.

ARTICLE III - GENERAL PROVISIONS

Section 1. This Agreement shall be binding upon the parties hereto and their heirs, assigns, personal representatives, and assigns.

Section 2. The Company shall have the right to amend, modify, or supplement this Agreement from time to time in its discretion.

Section 3. The Company shall have the right to terminate this Agreement at any time in its discretion.

Section 4. The Company shall have the right to assign all or part of its rights and obligations under this Agreement to any other person.

ARTICLE III - GRIEVANCE PROCEDURE (cont'd)

Step 2 - If the grievant and/or the Committee is not satisfied with the results of Step 1, then, within five (5) calendar days the grievant or the Committee must deliver the grievance in writing to the Administrator who shall have three (3) workdays in which to arrange a meeting between the grievant and a member of the Committee, or the grievant individually, but in the presence of a member of the Committee and a Grievance Committee appointed by the Mayor (i.e., Police Committee for police and crossing-guard grievances; Streets and Water Committee for streets and water grievances; Finance Committee for clerical grievances). The decision of the Grievance Committee shall be communicated to the Mayor and Borough Council which shall issue a written decision.

Step 3 - If the grievant and/or the Committee is not satisfied with the results of Step 2, and the grievance applies only to the specific terms of this locally-negotiated written Agreement, then the Committee, no later than the twenty-first (21st) calendar day after submitting the written grievance to the Administrator, may submit it to the New Jersey Public Employment Relations Commission to be resolved by binding arbitration, in accordance with its rules and regulations.

ARTICLE IV - SALARIES AND RATE OF PAY

Section 1. The parties agree to the salary and rank differentials as set forth below for the years: 1993, 1994 and 1995.

1993

Lieutenants and Detective Lieutenants	\$59,073.
Captains and Detective Captains	\$66,162.

1994

Lieutenants and Detective Lieutenants	\$62,027.
Captains and Detective Captains	\$69,470.

1995

Lieutenants and Detective Lieutenants	\$65,128.
Captains and Detective Captains	\$72,944.

Section 2. That the regular rate of pay of an employee shall be his annual salary plus his longevity compensation as determined pursuant to Article XIII hereof; divided by the number of regular pay periods during the calendar years 1993, 1994 and 1995 in accordance with the schedule attached hereto.

Section 3. If circumstances permit, and if employee is available for notification, in the event of an unanticipated or unplanned shift change, the employee so affected will be notified seventy-two (72) hours prior to implementing said change.



Step 1 - If the present rate of pay of an employee shall be the same as that of any other employee in the same grade, the employee shall be paid the same rate of pay as that other employee. If the present rate of pay of an employee shall be less than that of any other employee in the same grade, the employee shall be paid the same rate of pay as that other employee. If the present rate of pay of an employee shall be more than that of any other employee in the same grade, the employee shall be paid the same rate of pay as that other employee.

Step 2 - If the present rate of pay of an employee shall be the same as that of any other employee in the same grade, the employee shall be paid the same rate of pay as that other employee. If the present rate of pay of an employee shall be less than that of any other employee in the same grade, the employee shall be paid the same rate of pay as that other employee. If the present rate of pay of an employee shall be more than that of any other employee in the same grade, the employee shall be paid the same rate of pay as that other employee.

ARTICLE IV - SALARIES AND RATES OF PAY

Section 1. The rates of pay for the various grades of employees shall be as follows:

Grade	1991	1992	1993
Lieutenants and Detective Lieutenants	\$58,100	\$60,000	\$62,100
Captains and Detective Captains	\$68,100	\$70,000	\$72,100
Lieutenants and Detective Lieutenants	\$62,100	\$64,100	\$66,100
Captains and Detective Captains	\$72,100	\$74,100	\$76,100

Section 2. The rates of pay for the various grades of employees shall be as follows:

Section 3. The rates of pay for the various grades of employees shall be as follows:

## ARTICLE IV - SALARIES AND RATE OF PAY (cont'd)

- Section 4. That each employee shall receive two (\$2.00) dollars shift differential compensation for each day on which he shall work the midnight to 8:00 a.m. shift; said shift differential compensation being paid to offset the additional cost of a meal which such employee cannot reasonably expect to be prepared for him at his home during such shift.
- Section 5. Each employee assigned to the Scuba Team shall be paid at the rate of two and one-half (2-1/2) times his regular rate of pay, on an hourly basis, based upon a forty (40) hour week, for any period of time during which he is activated as a member of the Scuba Team.
- Section 6. Members of the Scuba Team will be allowed four (4) hours overtime quarterly each year for purposes of equipment testing and/or practice dives. Assignment and control of this overtime shall be under the control of the Chief of Police.
- Section 7. Employees who purchase prior retirement credits will have their anniversary date adjusted to correspond with pension records. Additionally, seniority will be adjusted with reference to vacations, and longevity will be adjusted also.
- Section 8. During this Contract, and if legally permissible and if not forbidden by insurance company regulations, retired members of the Collective Bargaining Unit may continue at their own expense, and upon repayment to the Borough, medical insurance plans at the group rate.

## ARTICLE V - RIOT DUTY

- Section 1. That the Employer recognizes that the preservation of law and order and public safety during civil disturbances, both within and outside of the community, requires performance of services by employees which exposes them to personal hazards beyond those normally incurred in the performance of police duties.
- Section 2. That the Employer, as a recognition of such hazards, shall pay to each Employee who participates in the policing and control of civil disturbances compensation at the rate of two and one-half (2-1/2) times his regular rate of pay, on an hourly basis, based upon a forty (40) hour week, for such duty in a municipality, other than the Borough of Point Pleasant, which reimburses the Employer for expenses incurred by it in providing such police personnel. In all other instances, each employee performing such duty shall be paid at regular overtime rate. In all events, the riot duty compensation paid to Employees shall be for the number of hours devoted to such duty or for two (2) hours, whichever shall be the greater.

## ARTICLE VI - OVERTIME COMPENSATION

- Section 1. Each Employee shall be paid overtime compensation or be entitled to compensatory time at the rate of one and one-half (1-1/2) times his regular rate of pay for the following:

ARTICLE IV - SALARIES AND RATE OF PAY (Cont'd)

Section 4

Each employee shall receive an annual salary adjustment... The amount of the adjustment shall be determined by the Board of Directors... The adjustment shall be based on the percentage increase in the Consumer Price Index for All Urban Consumers...

Section 5

Each employee shall receive a bonus... The amount of the bonus shall be determined by the Board of Directors... The bonus shall be based on the percentage increase in the Consumer Price Index for All Urban Consumers...

Section 6

The Board of Directors shall have the authority to award... The amount of the award shall be determined by the Board of Directors... The award shall be based on the percentage increase in the Consumer Price Index for All Urban Consumers...

Section 7

Employees who are employed in positions which are... The amount of the salary shall be determined by the Board of Directors... The salary shall be based on the percentage increase in the Consumer Price Index for All Urban Consumers...

Section 8

The Board of Directors shall have the authority to... The amount of the salary shall be determined by the Board of Directors... The salary shall be based on the percentage increase in the Consumer Price Index for All Urban Consumers...

ARTICLE V - HOURS OF WORK

Section 1

The Board of Directors shall have the authority to... The amount of the salary shall be determined by the Board of Directors... The salary shall be based on the percentage increase in the Consumer Price Index for All Urban Consumers...

Section 2

The Board of Directors shall have the authority to... The amount of the salary shall be determined by the Board of Directors... The salary shall be based on the percentage increase in the Consumer Price Index for All Urban Consumers...

ARTICLE VI - GENERAL PROVISIONS

Section 1

The Board of Directors shall have the authority to... The amount of the salary shall be determined by the Board of Directors... The salary shall be based on the percentage increase in the Consumer Price Index for All Urban Consumers...



## ARTICLE VI - OVERTIME COMPENSATION (cont'd)

- A. Work performed in any consecutive twenty-four (24) hour period in which the hours of work are on a "call-out" basis or in excess of the regularly scheduled workday.
- B. Work performed on a day during which an Employee was not otherwise scheduled to work, in which event the Employee shall be entitled to a minimum of two (2) hours pay.

Section 2. For each off-duty court appearance required of an Employee, there shall be paid to such Employee overtime compensation for either the time devoted to such appearance, or for two (2) hours overtime, whichever shall be the greater.

Section 3. Any requests for outside employment involving members of the bargaining unit shall be assigned to all members of the bargaining unit on a rotating basis. If a member of the bargaining unit refuses to accept such outside employment, he shall be credited for it for purposes of equitable distribution as if he accepted. The contractor providing such outside employment shall be urged to provide a minimum of three (3) consecutive hours at any one time.

## ARTICLE VII - VACATIONS

Section 1. During each year of this Agreement, each permanent, full-time Employee shall be entitled to twenty-nine (29) vacation days with pay. During the final year of employment, one-twelfth (1/12th) of annual vacation, based upon years of service for each month of service.

Section 2. That, in order not to hamper the proper and efficient operation of the Police Department, the parties agree that the scheduling of vacations shall be subject to supervision of the Chief of Police, in accordance with sound departmental administrative requirements, but the following conditions shall be observed in such scheduling:

- A. Selection of vacation time shall be based upon seniority, providing that such requests for vacation time are filed with the proper departmental officer on or before February 1st of each year; thereafter, selection of vacation time will be allotted to the Employee first requesting time, regardless of seniority.
- B. No Employee shall be permitted to take more than three (3) consecutive weeks of vacation time at any one time, unless approval has been obtained from the Chief of Police. Vacations may start on any day of the week, providing the lieutenant determining schedules so approves.
- C. Only one (1) Employee in each rank shall be permitted to schedule concurrent vacation time during the period from June 15th through September 15th; and in the event more than one (1) Employee shall request concurrent vacation time during said period, the selection of the Employee whose request will be honored shall be based upon seniority, unless sound departmental administration permits or requires otherwise, subject to the provisions of Paragraph A.



ARTICLE VII - VACATIONS (cont'd)

- D. Requests for vacation for the ensuing year shall be submitted for approval by January 1st of that year.

ARTICLE VIII - HOLIDAYS

Section 1. That the following days are recognized as holidays, and Employees working thereon shall be paid for their work at their regular rate of pay for a regular eight (8) hour working day:

New Year's Day	Independence Day
Washington's Birthday	Labor Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Veteran's Day
Easter	Election Day
Memorial Day	Christmas
Martin Luther King Day	Employee Birthday

Section 2. That when any of the above holidays is in conflict with the religious belief of any Employee, such Employee may substitute a religious holiday of his religious belief, provided that adequate notice is given to the Chief of Police.

Section 3. That in the event that any member of the bargaining unit is required to work on any of the aforesaid holiday(s), or in the event that any such holiday shall fall on a non-duty day, then, subject to sound departmental administrative requirement:

- (a) the member of the bargaining unit may elect to receive compensating time off, in lieu of said paid holiday; or
- (b) the member of the bargaining unit, in lieu of such compensating time off, may elect to waive such compensating time off to work in lieu thereof; and to be paid at his regular rate of pay for such work, with payment of all said work in lieu of holiday time off to be made to the member of the bargaining unit on the first pay day in December.

ARTICLE IX - SICK LEAVE

Section 1. That each permanent, full-time Employee is granted fifteen (15) working days sick leave with pay each calendar year for non-duty connected injuries and illnesses.

Section 2. That sick leave not taken shall accumulate from year to year, and each Employee shall be entitled to such accumulated sick leave with pay, if and when needed.

Section 3. That in computing the amount of pay for sick leave, there shall be deducted the amount of money, if any, which such Employee is paid under provisions of Chapter 15 of Title 34 of the Revised Statutes of New Jersey, for temporary disability, during the period of time such Employee shall be absent from work on sick leave.





ARTICLE IX - SICK LEAVE (cont'd)

- Section 4. That sick leave is hereby defined to mean absence from post of duty of an Employee due to illness, injury, exposure to contagious disease or attendance upon an Employee's immediate family being seriously ill or injured and requiring the care and attendance of such Employee.
- Section 5. That a certificate of a reputable physician in attendance ( or Workers' Compensation appointed physician, in the case of duty-related injuries) may be required as proof of illness or injury; or duty-connected injury of the Employee; or of his/her attendance upon a member of his/her immediate family; for leaves under the following conditions:
- A. Leaves taken the day immediately prior to or immediately after an authorized leave.
  - B. Three (3) consecutive days of absence for reason of illness.
  - C. Absence on sick leave for three (3) days or more in any one (1) month.
  - D. Said certificates may be required by the Chief of Police or the Governing Body. In addition thereto, the Governing Body may require the Employee to be examined by a physician of the Governing Body's choice, at its own expense.

ARTICLE X - BEREAVEMENT TIME

- Section 1. That in the event of a death in his/her immediate family, as hereinafter defined, an Employee shall be granted three (3) working days leave from duty with pay, which days shall not be charged against either sick leave or vacation time.
- Section 2. That immediate family is hereby defined as: parent; spouse; child; parent-in-law; brother; sister; brother-in-law; sister-in-law; grandparent or grandchild of an Employee.
- Section 3. That in the event of a death of an aunt; uncle; nephew; niece or cousin, the member of the bargaining unit shall, no more than once each calendar year, be granted one (1) working day of leave with pay, which day shall not be charged against either sick leave or vacation time.

ARTICLE XI - HOSPITAL AND MEDICAL INSURANCE

- Section 1. Hospital and medical insurance shall be provided by the Employer as set forth from time to time in the Ordinances of the Borough of Point Pleasant.
- Section 2. In any event, the UCR Insurance Plan shall be in full force and effect for Employees, and the optical plan shall be dropped.





- Section 3. The prescription plan shall have a co-pay for generic drugs which shall be \$2.00; and for non-generic drugs, it shall be \$4.00. The plan shall include for "mail order" of maintenance drugs. Prescription Plan, commencing January 1, 1995 the co-pay amounts shall be \$3.00 for generic drugs and \$6.00 for name brand (non-generic) drugs.
- Section 4. It shall be understood by the parties that the selection of the carrier to provide coverage for the Borough shall be the sole responsibility of the Borough, providing that the carrier maintains the equivalent level of benefits enjoyed by the member and family of the Unit.
- Section 5. It shall be understood by the parties that all medical coverage plans may include, at the Borough's option, second opinion and ambulatory care programs, in addition to the coverage being received.
- Section 6. The Employer shall provide dental service coverage (75%) to all Employees at no cost to them. Said plan shall be the current Connecticut General Plan or its equivalent.

#### ARTICLE XII - PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

- Section 1. That it is in the best interests of the Borough of Point Pleasant to encourage police officers to further their higher education in police science and subjects related to improving their ability to better serve the community as efficient, competent and knowledgeable law enforcement officers; and, to that end, to pay additional compensation to police officers who successfully complete courses in such fields of study.
- Section 2. That it shall be the obligation of each employee to receive written approval for each subject course, prior to enrollment therein; such approval to be obtained from the Chief of Police and the Police Committee of the Employer.
- Section 3. All newly hired police officers shall be granted credit for salary purposes in accordance with the restriction of the present Section 4 for each course of study eligible for credit toward an Associate of Arts degree, or for each course of study eligible for credit toward a more advanced course degree, which normally would receive prior approval from the Chief of Police.
- Section 4. Upon attainment of a grade "C" or higher in each course of study eligible for credit toward an Associate of Arts degree, or the attainment of a grade "C" or higher in a course of study eligible for credit toward a more advanced college degree, after receipt of permission, pursuant to Section 2 hereof, such Employee shall receive, in addition to his/her base salary, annual compensation (to be known as College Credit Compensation). Said compensation shall be a rate of (\$12.50) for each credit hour of study approved by the Chief of Police. Said approval shall not be unreasonably denied and shall be based upon Article XII of the Collective Bargaining Agreement. In no event shall an Employee receive more than eight hundred (\$815.00) fifteen dollars for College Credit Compensation in any given year.
- Section 5. That College Credit Compensation for each such course shall commence on the pay date next following submission to the Employer of proof of successful completion of such course.





**ARTICLE XIII - LONGEVITY COMPENSATION**

**Section 1.** That it is in the best interests of the Borough of Point Pleasant to encourage police officers to commit themselves to lengthy careers of public service and, to that end, to pay additional compensation to those police officers who dedicate their lives to the service of the citizenry of the Borough of Point Pleasant.

**Section 2.** That, in addition to annual salary, each member of the bargaining unit shall receive longevity compensation as follows:

<u>Years of Service</u>	<u>Percentage of Annual Pay</u>
A. After three (3) full years	One (1%) percent
B. After six (6) full years	Two (2%) percent
C. After nine (9) full years	Three (3%) percent
D. After twelve (12) full years	Four (4%) percent
E. After fifteen (15) full years	Five (5%) percent
F. After eighteen (18) full years	Six (6%) percent
G. After twenty-one (21) full years	Seven (7%) percent
H. After twenty-four (24) full years	Eight (8%) percent

**ARTICLE XIV - UNIFORMS AND EQUIPMENT**

**Section 1.** To assure that all future regular Employees shall be adequately and appropriately equipped upon assuming their duties, each such regular Employee shall, upon commencement of his duties, be issued:

- |                                    |   |
|------------------------------------|---|
| A. Three (3) pairs of summer pants | J. One (1) winter overcoat              |
| B. Three (3) pairs of winter pants | K. One (1) pair of "Frye" leather boots |
| C. Three (3) long-sleeve shirts    | L. One (1) "Sam-Brown" leather belt     |
| D. Five (5) short-sleeve shirts    | M. One (1) leather holster              |
| E. One (1) hat                     | N. One (1) handcuff case & handcuffs    |
| F. One (1) tie                     | O. One (1) ammo pouch                   |
| G. One (1) raincoat                | P. One (1) key holder                   |
| H. One (1) pair of rain boots      | Q. One (1) whistle chain                |
| L. One (1) winter jacket           | R. One (1) standard issue weapon        |

**Section 2.** To receive payment to partially defray the expense of replacing uniform components, required civilian clothing and necessary cleaning and repairing, newly-hired members of the bargaining unit must complete one (1) year of service. After completing one (1) year of service, the members of the bargaining unit shall, for each remaining month of that calendar year, receive one-twelfth (1/12th) of the established sum as indicated below and thereafter shall receive, yearly, the following:

- A. To partially defray the expense incurred by regular members of the bargaining unit in replacing worn or damaged uniform components, the Employer shall, within thirty (30) calendar days after the adoption of the Municipal Budget, recompense each such member of the unit for the replacement cost of damaged or worn uniform component(s), not to exceed five hundred and twenty five (\$525.00) dollars.



ARTICLE XII - LABORATORY EQUIPMENT

Section 1. That it is in the best interests of the County of Santa Clara to encourage and assist in the purchase of laboratory equipment for the use of public health and to that end to pay additional compensation to those public health officers who are in the service of the County of Santa Clara.

Section 2. That, in addition to annual salary, each member of the bargaining unit shall receive laboratory compensation as follows:

Years of Service	Percentage of Annual Pay
A. After three (3) full years	One (1%) percent
B. After six (6) full years	Two (2%) percent
C. After nine (9) full years	Three (3%) percent
D. After twelve (12) full years	Four (4%) percent
E. After fifteen (15) full years	Five (5%) percent
F. After eighteen (18) full years	Six (6%) percent
G. After twenty-one (21) full years	Seven (7%) percent
H. After twenty-four (24) full years	Eight (8%) percent

ARTICLE XIII - UNIFORMS AND EQUIPMENT

Section 1. To assure that all laboratory workers employed by the County of Santa Clara are provided with uniform and equipment as follows:

1. One (1) white jacket	A. One (1) white apron
2. One (1) pair of white socks	B. One (1) pair of white socks
3. One (1) pair of white shoes	C. One (1) pair of white shoes
4. One (1) pair of white gloves	D. One (1) pair of white gloves
5. One (1) pair of white pants	E. One (1) pair of white pants
6. One (1) pair of white shirts	F. One (1) pair of white shirts
7. One (1) pair of white undershorts	G. One (1) pair of white undershorts
8. One (1) pair of white socks	H. One (1) pair of white socks
9. One (1) pair of white shoes	I. One (1) pair of white shoes
10. One (1) pair of white gloves	J. One (1) pair of white gloves
11. One (1) pair of white pants	K. One (1) pair of white pants
12. One (1) pair of white shirts	L. One (1) pair of white shirts
13. One (1) pair of white undershorts	M. One (1) pair of white undershorts
14. One (1) pair of white socks	N. One (1) pair of white socks
15. One (1) pair of white shoes	O. One (1) pair of white shoes
16. One (1) pair of white gloves	P. One (1) pair of white gloves
17. One (1) pair of white pants	Q. One (1) pair of white pants
18. One (1) pair of white shirts	R. One (1) pair of white shirts
19. One (1) pair of white undershorts	S. One (1) pair of white undershorts
20. One (1) pair of white socks	T. One (1) pair of white socks
21. One (1) pair of white shoes	U. One (1) pair of white shoes
22. One (1) pair of white gloves	V. One (1) pair of white gloves
23. One (1) pair of white pants	W. One (1) pair of white pants
24. One (1) pair of white shirts	X. One (1) pair of white shirts
25. One (1) pair of white undershorts	Y. One (1) pair of white undershorts
26. One (1) pair of white socks	Z. One (1) pair of white socks

Section 2. To receive payment to maintain in suitable order the expense of replacing uniform and equipment, the County of Santa Clara shall pay to each member of the bargaining unit the following:

A. To receive payment to maintain in suitable order the expense of replacing uniform and equipment, the County of Santa Clara shall pay to each member of the bargaining unit the following:

ARTICLE XIV

UNIFORMS AND EQUIPMENT (cont'd)

annually per member of the Bargaining Unit, after receiving appropriate proof of the uniform component (s) replaced and the cost thereof.

- B. To partially defray the expense of maintaining of adequate business wardrobe incurred by those regular members of the Bargaining Unit assigned detective division, detectives shall be issued open purchase orders or cash at the store of their choice, in lieu of uniform allowances.
- C. The Borough of Point Pleasant shall, in lieu of cleaning payments for each officer, contract with a local cleaner for the cleaning of the police uniforms. Detectives, if the securing of an agreement is not successful, shall receive the full cleaning payment.

ARTICLE XV

RETIREMENT BENEFITS

- Section 1. That it is in the best interests of the Borough of Point Pleasant to encourage police officers to commit themselves to lifetime careers of public service, and to that end, to assure that police officers who do devote their lives to such careers receive adequate retirement benefits.
- Section 2. That for purposes of computing both Employee and Employer contributions to the Police and Firemen's Retirement System of New Jersey, Division of Pensions, the remuneration upon which such contributions are calculated shall be the sum of each respective member's annual salary plus his longevity compensation.

ARTICLE XVI

LIABILITY PROTECTION

- Section 1. That the Employer recognizes that Employees are frequently called upon to apprehend, detain, arrest and prosecute members of the public; that the performance of such duties may result in the assertion of claims against police officers for money damages grounded in negligence, willful conduct or both; and that the assertion of such claims exposes Employees to great financial loss in the event of an adverse verdict and in the event that Employees are called upon to defend such claim.
- Section 2. To assure that Employees may effectively perform their duties without fear of financial loss because of damage claims asserted against them, the Employer shall:
  - A. Continue to maintain in effect public liability insurance in an amount adequate to protect Employees against damage awards grounded in negligence.
  - B. Maintain in effect liability insurance in an amount adequate to protect Employees against claims for compensatory damages arising out of alleged gross negligence; malicious prosecution; false arrest; assault and battery and similar torts.

ARTICLE XIV - EMPLOYMENT

ARTICLE XIV

Employer shall pay the cost of the health, dental, vision, life insurance and other benefits provided to the employees as set forth in the contract.

To partially offset the cost of maintaining of employee benefits, the Employer shall pay the cost of the health, dental, vision, life insurance and other benefits provided to the employees as set forth in the contract.

The Employer shall pay the cost of the health, dental, vision, life insurance and other benefits provided to the employees as set forth in the contract.

ARTICLE XV - PENSION

ARTICLE XV

It is the intent of the Board of Trustees of the Pension Plan to encourage the employees to contribute to the Pension Plan and to provide for the retirement of the employees.

The Employer shall contribute to the Pension Plan for the employees as set forth in the contract.

ARTICLE XVI - GRIEVANCE

ARTICLE XVI

The Employer shall establish a grievance procedure for the employees as set forth in the contract.

The Employer shall provide for the arbitration of disputes as set forth in the contract.

The Employer shall provide for the arbitration of disputes as set forth in the contract.

The Employer shall provide for the arbitration of disputes as set forth in the contract.



**ARTICLE XVII - PERSONNEL FILES**

- Section 1. Upon reasonable advance notice, members of the bargaining unit shall have the right to review their own personnel file, except for initial letters of recommendation and/or matters pertaining to internal investigation.
- Section 2. Members of the bargaining unit shall be shown all written, derogatory material, which is to be placed in their file, prior to such placement, unless such materials are to be used for internal investigation.
- Section 3. Only one (1) personnel file shall be used except for matters pertaining to internal investigation.

**ARTICLE XVIII - DUES DEDUCTION AND REPRESENTATION FEE**

Section 1. Dues Deduction

- A. The Borough agrees to deduct from the salaries of those Employees covered by this Agreement dues for the Committee, as said Employees individually and voluntarily in writing authorize the Borough to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15, pe. Said monies together with records of any corrections shall be transmitted to the Committee by the Borough.
- B. The Committee shall certify to the Borough, in writing, the current rate of its membership dues. Any change in the rate of membership dues will be transmitted to the Borough, in writing, prior to the effective date of such change.
- C. The Committee agrees to save the Borough harmless from any action or actions commenced by any Employee against the Borough for any claim arising out of such deduction, and the Committee assumes full responsibility for the disposition of the funds.

Section 2. Representation Fee

- A. The Committee shall deliver to the Employer a written statement containing the following:
- (1) A statement that the Committee has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A 34:13A-5.4.
  - (2) A statement that the Committee has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
  - (3) A statement establishing the amount of monthly representation fee to be deducted from the salary of each non-member. Such representation fee shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

ARTICLE XVII

Section 1

Every member shall have the right to vote in the election of the members of the Board of Directors and to be elected to the Board of Directors.

Section 2

Members of the Board of Directors shall be elected by the members of the Corporation at the annual meeting of the Corporation.

Section 3

Only one (1) person shall be elected to the Board of Directors.

ARTICLE XVIII

Section 1

Board of Directors

A. The Board of Directors shall consist of five (5) members, each of whom shall be elected by the members of the Corporation at the annual meeting of the Corporation.

B. The Board of Directors shall have the authority to elect and remove members of the Board of Directors.

C. The Board of Directors shall have the authority to elect and remove members of the Board of Directors.

Section 2

Representation

A. The Board of Directors shall have the authority to elect and remove members of the Board of Directors.

(1) A statement that the Corporation has delivered the annual report to the members of the Corporation.

(2) A statement that the Corporation has established a fund for the benefit of the members of the Corporation.

(3) A statement establishing the amount of money to be paid to the members of the Corporation.

- B. On the first day of each month, as necessary, the Committee shall provide the Employer with a list of all members for the bargaining unit who have failed to arrange for and become members of the Committee and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- C. Beginning with the first full pay period following receipt of the above letter, the Employer will commence deductions from salaries, in accordance with Paragraph D below, of the full amount of the representation fee, and will promptly transmit the amount so deducted to the Committee.
- D. Payroll Deduction Schedule

The Employer will deduct the representation fee of the pay checks paid to each Employee on the aforesaid list. The deductions will begin with the first pay checks:

- (1) Following receipt of the list provided for in Paragraph A, above

or

- (2) Thirty (30) days after a new Employee begins his/her employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position or was on layoff; in which event, the deductions will begin with the first pay check paid ten (10) days after the resumption of the Employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Committee, as nearly as possible, shall be the same as those used for the deduction of a regular membership to the Committee.

- E. On or about the last day of each month, as necessary, beginning with the month this Agreement becomes effective, the Employer will submit to the Committee a list of all Employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such Employees.
- F. The Committee hereby agrees to indemnify, defend and save harmless the Employer from any claim, suit or action of any nature whatsoever, which may be brought at law or equity or before any administrative agency with regard to or arising from the deduction from the salaries of any Employee of any sum of money as a representation fee under the provisions of the Agreement.

Section 1.

The parties agree that the Employer may schedule a maximum of two (2) department meetings per year, not to exceed two (2) hours duration each. Furthermore, the parties agree that the Employer may schedule a maximum of two (2) training sessions per year, not to exceed six (6) hours per session. Attendance at these meetings (both department and training) may be required; however, the Contract shall make provisions that those on vacation and sick



- B. On the first day of each month, as necessary, the Committee shall provide the Employer with a list of all workers for the month. The Employer shall have 10 days to advise the Committee of any changes to the list. The Committee shall have 10 days to advise the Employer of any changes to the list. The Committee shall have 10 days to advise the Employer of any changes to the list.
- C. Following receipt of the list provided for in Paragraph A above, the Employer shall submit the corresponding list of the pay checks to the Committee. The Committee shall have 10 days to advise the Employer of any changes to the list.
- D. The Employer shall submit the corresponding list of the pay checks to the Committee. The Committee shall have 10 days to advise the Employer of any changes to the list.

2

- (2) Within 10 days after a new hire or a new transfer to a new position in a bargaining unit, the Employer shall provide the Committee with a copy of the list of all workers for the month. The Employer shall have 10 days to advise the Committee of any changes to the list. The Committee shall have 10 days to advise the Employer of any changes to the list.
- 3. On or about the first day of each month, as necessary, beginning with the month of the agreement between the Employer and the Union, the Committee shall provide the Employer with a list of all workers for the month. The Employer shall have 10 days to advise the Committee of any changes to the list. The Committee shall have 10 days to advise the Employer of any changes to the list.
- 4. The Committee shall have 10 days to advise the Employer of any changes to the list. The Employer shall have 10 days to advise the Committee of any changes to the list.

Section 1.

The parties agree that the Employer may schedule a meeting at any time and place. The Employer shall have 10 days to advise the Committee of any changes to the list. The Committee shall have 10 days to advise the Employer of any changes to the list.

**ARTICLE XIX - UNPAID ATTENDANCE AT MEETINGS (cont'd)**

- leave may not be required to attend. Those who attend required meetings on off-duty time shall be compensated with straight compensatory time off.
- Section 2. The parties agree that the Contract shall provide for progressive discipline for those disciplined for non-attendance at mandatory meetings.
- Section 3. Nothing herein shall be interpreted to limit the Borough's ability to schedule other meetings where attendance is voluntary in nature.

**ARTICLE XX - MISCELLANEOUS**

- Section 1. Copies of this Agreement shall be printed at the expense of the Employer after agreement with the Committee on format, and such printing shall be completed, if possible, within thirty (30) calendar days after the Agreement is signed. The Agreement shall be presented to all members of the Collective Bargaining Unit.
- Section 2. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter to the following addresses:
- A. If by Committee to the Mayor and Council:  
Municipal Building  
2233 Bridge Avenue  
P.O. Box 25  
Point Pleasant, NJ 08742
  - B. If by Mayor and Council to Committee:  
Chairman of the Negotiations Committee at the proper residence address, which shall be supplied, as change requires, to the Borough Clerk.
- Section 3. The Committee and its representatives may have the right to use municipal buildings at all reasonable hours for meetings; however, approval is required, and such approval shall not be unreasonably withheld. The Borough Clerk shall be notified in advance of the time and place of all such meetings.
- Section 4. The Committee shall have the right to use the bulletin board for official communications if such communications are signed by an appropriate office of the Committee, and such material shall be subject to the approval of the Chief of Police.
- Section 5. The Committee shall have the right to use the copier machine upon reasonable notice and providing it is not in use, providing it makes payment to the Borough for the actual cost of materials used.

ARTICLE XXV - FINANCIAL MATTERS

There may not be levied or assessed any tax or fee on any person or corporation...

Section 1

The parties agree that the Contract shall provide for progressive discipline...

Section 2

Nothing herein shall be construed to limit the Board's ability to...

ARTICLE XXVI - MISCELLANEOUS

Section 1

Order of the Board shall be stated at the expense of the...

Section 2

Whichever party shall be required to be given by either of the parties...

A. If by Committee to the Mayor and Council

Richard L. ...  
1234 Main Street  
P.O. Box 1234  
Fairfax, VA 22031

B. If by Mayor and Council to Committee

Chairman of the Negotiations Committee of the ...  
address which may be supplied by change to the Board...

Section 3

The Committee and its representatives may have the right to have...

Section 4

The Committee shall have the right to use the official seal of the...

Section 5

The Committee shall have the right to use the official seal of the...



ARTICLE XX - MISCELLANEOUS (cont'd)

- Section 6. Police Department meetings which require attendance shall not normally be called on Fridays or any day preceding any holiday.
- Section 7. A Committee representative may speak to the members of the bargaining unit during any meeting referred to in Section 6 above, at the end of such meeting, providing no interference occurs with the normal operations of the department.
- Section 8. Upon return from an officially approved leave of absence, all benefits achieved prior to such leave of absence shall be restored to the members of the bargaining unit; however, such absent time shall not count in any fashion toward accumulation of benefits nor seniority.
- Section 9. The Policemen's Bill of Rights shall be attached to the Agreement as an Appendix for informational purposes only.

ARTICLE XXI - SAVINGS

- Section 1. The parties agree that if any provisions of this Contract, or the application of this Contract as it applies to any Employee or set of circumstances, shall be held invalid, then the remainder of this Contract, or the application of such provision to the other persons or circumstances, shall not be affected thereby.
- Section 2. That if any such provisions are determined to be invalid, then the Employer and the Employees shall meet within twenty (20) days thereafter for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXII - PERSONAL DAYS

Each Employee shall be entitled to three (3) personal days per year. Said days to be scheduled subject to supervision and approval of the Chief of Police. The Chief of Police shall deny use of said days, if same shall create an overtime situation.

ARTICLE XXIII - DURATION

- Section 1. This Agreement shall become effective on January 1, 1993 and shall continue in effect through December 31, 1995.

ARTICLE XX

ARTICLE XXI

Section 6. The Department may, in its discretion, require the contractor to provide a performance bond in the amount of the contract price. The contractor shall be responsible for the cost of such bond.

Section 7.

A Committee consisting of the Mayor and the members of the Board of Public Works shall be appointed by the Mayor to review and report to the Mayor on the operations of the Department.

Section 8.

The Board of Public Works shall have the right to request the Mayor to appoint a committee to investigate the operations of the Department. The Mayor shall appoint such committee and shall report to the Board of Public Works on the results of its investigation.

Section 9.

The provisions of this article shall be subject to the provisions of any laws enacted by the Legislature.

ARTICLE XXII

ARTICLE XXIII

The Board of Public Works shall have the right to request the Mayor to appoint a committee to investigate the operations of the Department. The Mayor shall appoint such committee and shall report to the Board of Public Works on the results of its investigation.

Section 1.

That if any such committee is appointed to investigate the operations of the Department, the Mayor shall appoint such committee and shall report to the Board of Public Works on the results of its investigation.

Section 2.

ARTICLE XXIV

ARTICLE XXV

That the Board of Public Works shall have the right to request the Mayor to appoint a committee to investigate the operations of the Department. The Mayor shall appoint such committee and shall report to the Board of Public Works on the results of its investigation.

ARTICLE XXVI

ARTICLE XXVII

The provisions of this article shall be subject to the provisions of any laws enacted by the Legislature.

Section 1.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals and caused these presence to be signed by the appropriate officers and the corporate seal of the Employer to be affixed this 8th day of March 1994.

BOROUGH OF POINT PLEASANT

THE CAPTAINS AND LIEUTENANTS  
OF THE POLICE DEPARTMENT OF THE  
BOROUGH OF POINT PLEASANT

Alfred P. Conger  
Alfred P. Conger, Mayor

Richard L. Ferry

David A. Maffei  
David A. Maffei, Municipal Administrator

Raymond J. Hilling

Margaret B. Van Pelt  
Margaret B. Van Pelt, Borough Clerk

Richard O'Neil





IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused their names to be signed by the undersigned officers and the corporate seal of the company to be affixed this 12th day of March, 1994.

THE CAPTAINS AND MEMBERS OF THE POLICE DEPARTMENT OF THE BOROUGH OF POINT PLEASANT

MAYOR OF POINT PLEASANT

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

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*[Handwritten signature]*

*[Handwritten signature]*

PERC  
Mar 28 4 02 PM '94

PERC  
Apr 5 2 36 PM '94