

AGREEMENT
BETWEEN
BOROUGH OF LAKEHURST
AND
LAKEHURST POLICE ASSOCIATION
AN AFFILIATE OF FOP NEW JERSEY
LABOR COUNSEL

JANUARY 1, 2009 THROUGH DECEMBER 31, 2011

**Amended October 20, 2011, effective October 1, 2011 through
December 31, 2013**

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PREAMBLE

THIS AGREEMENT, made this _____ day of _____, 2011, by and between the BOROUGH OF LAKEHURST (hereafter "the Employer"); and the LAKEHURST POLICE ASSOCIATION an affiliate of the FOP New Jersey Labor Council (hereafter "the Association");

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and other terms and conditions of employment; and

WHEREAS, the parties have determined it is in their collective best interests to enter into a new contract to be effective October 1, 2011 thru December 31, 2013 under the terms and conditions set forth herein, and

WHEREAS, it is contemplated by the parties that upon the execution and notification of this Agreement the Employer will hire one (1) full-time Employee from a current Civil Service List; and

WHEREAS, it is further contemplated that through the hiring of the full-time Employee the Employer and the Association will cooperate to permit the Employer more staffing options in light of economic restraints in recognition of the Employer's unique position of being affected by the Shore commute and housing issues throughout the year;

NOW, THEREFORE, in consideration of the promises and mutual agreements hereafter contained, the parties hereto agree with each other with respect to the Employees of the Employer recognized as being represented by the Association, as follows:

ARTICLE I

DEFINITIONS

- A. "Employer" means the Borough of Lakehurst

- B. "Association" means the Lakehurst Police Association, an affiliate of FOP NJ Labor Council

- C. "Employee" means a sworn, full-time police officer, sergeant, or lieutenant of the Police Department of the Borough of Lakehurst, not including school crossing guards, SLEO I or SLEO II officers.

- D. "Department" means the Police Department of the Borough of Lakehurst.

- E. "Chief" means the Chief of Police of the Borough of Lakehurst.

- F. "Grievance" means such disputes arising under and covered by the Grievance Procedure in Article XXI.

- G. "Grievant" means a person who has filed a grievance as herein before defined.

- H. "Immediate Family" shall include spouse, child/step-child, parent/step-parent, mother/father in-law, grandparent/step-grandparent, grandchildren, siblings, and civil/domestic partners.

- I. "Borough Council" means the Borough Council of the Borough of Lakehurst.

- J. "Educational Credit" is based on advanced in-service training at a rate of one (1) training day equals one (1) credit.

- K. "Union" shall mean FOP New Jersey Labor Council

ARTICLE II

ASSOCIATION RIGHTS AND RECOGNITION

The Employer hereby recognizes the Association as the exclusive representative for full-time police officers, sergeants, and lieutenants (hereafter "the Employees" of the Lakehurst Police Department). The Association shall have all those rights hereafter set forth.

A. The Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union and aggregate deductions of all employees shall be remitted to the Union, together with a list of names of all employees for whom the deductions were made, during the succeeding month after each deduction is made.

B. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards as furnished by the Union to the Borough, or reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of the names of employees to have deductions made. This shall include any future change in employees, change of amount to be deducted, or other requested action in respect to this section.

C. All other employees whose working titles are covered under recognition of the contract shall pay 85% dues (agency shop).

D. The duly authorized representative of the Association will be permitted to attend NJ State and National FOP Conventions as provided in NJSA 40A:14-177; also the president of the Association or his designee shall have reasonable release time from duty with pay to handle and process grievances or other labor matters with the employer.

ARTICLE III

MANAGEMENT RIGHTS

A. The Association recognizes that there are certain functions, responsibilities, and management rights exclusively reserved for the Employer. The rights, powers, 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. Such rights, powers, and authority shall include, but not be limited to:

1. The right of the Chief to establish Departmental rules and regulations;
2. The right of the Employer and Chief to direct the work of the Employees, including the schedule of overtime work, in the manner most advantageous to the Employer, and consistent with the applicable provisions of this Agreement;
3. The right of the employer and the Chief to Hire, Promote, Assign, Transfer, and Retain Employees.
4. The right of the Employer and the Chief to demote, suspend, discipline, or discharge Employees for proper cause.
5. The right of the Employer to relieve Employees from duties for legitimate reasons, such as budgetary considerations.

B. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S. 40A:1-1, et seq., or any national, state, county, or local laws and regulations.

C. The parties recognize that the exercise of managerial rights is a responsibility of the Employer on behalf of the taxpayers and that the Employer cannot bargain away or eliminate any of its managerial rights.

ARTICLE IV

NEGOTIATION OF SUCCESSOR AGREEMENT

Both parties agree to commence negotiations for the year of 2014 no later than September 1, 2013, unless this date is mutually extended. After negotiations commence, the parties agree to meet at least once a week, unless they mutually agree otherwise. In the event negotiations are not completed for a new agreement on or before the expiration date of this agreement, the parties agree that this agreement shall remain in full force and effect until such time as a new agreement is reached.

ARTICLE V
SALARIES

A. BASE SALARY GUIDES

Salary Guide
(Effective Oct 1, 2011)

	2011	2012	2013
Academy	\$ 26,000	26,000	26,000
Probationary	\$ 27,000	27,000	27,000
Step 1 Start of 2 nd year	29,000	29,000	29,000
2	31,000	31,000	31,000
3	33,000	33,000	33,000
4	35,000	35,000	35,000
5	37,000	37,000	37,000
6	40,000	40,000	40,000
7	43,000	43,000	43,000
8	45,000	45,000	45,000
9	47,000	47,000	47,000
10	49,400	49,400	49,400
11	53,000	53,000	53,000
12	58,000	58,000	58,000
13	64,000	64,000	64,000
14	70,000	70,000	70,000
15	75,000	75,000	75,000

i.) Sergeant \$81,761.00 \$82,579.00 \$83,404.79

ii.) At present, there is no officer holding the rank of Lieutenant. In the event that an officer is promoted to Lieutenant, the salary for that position will be negotiated at that time between the Lakehurst Police Association and the Borough of Lakehurst.

B. An employee shall move to the next step on the Salary Guide set forth above on his/her anniversary date.

C. An employee may receive a merit advancement, time waived and without prejudice, upon written recommendation to the Employer by the Chief and consent of the Mayor and Borough Council.

D. Per annum salaries shall be based upon a divisor of 26 bi-weekly pays per year. If, due to accounting procedures a 27th pay occurs within the calendar year, this pay shall be the same as the other 26.

E. Any employee who has satisfactorily completed his/her one year probationary period shall advance to the comparable steps in the Guide set forth hereinabove.

Officer	10/01/11	06/01/12	01/01/13
PO Kline	Step 10	Step 11	Step 12
PO James	Step 10	Step 11	Step 12

ARTICLE VI

WORK HOURS

A. The workday will consist of ten (10) consecutive hours, unless the Police Chief shall determine, in consultation with the Employer, that change in the workday schedule is necessary.

B. No change in the work schedule of an employee, except in cases of emergency (i.e. sick leave), shall occur unless the employee is provided with twenty-four (24) hours' advance written notice of same.

C. In the event the Police Chief, after consultation with the Employer changes the work schedule of an Employee without providing twenty-four (24) hours' advance written notice, absent an emergency, the Employee shall be compensated at a rate of regular pay plus one-half for that period of time worked prior to receiving twenty-four (24) hours' advance written notice.

D. In the event the Police Chief, after consultation with the Employer changes the 10-hour work schedule of an Employee to an 8-hour work schedule and provides twenty-four (24) hours' advance written notice, the Employee shall be entitled to a differential equal to five (5%) of the employee's base salary, per diem, for each 8-hour day worked.

E. The additional compensation referred to in Paragraphs C and D above shall not apply to training.

ARTICLE VII

OVERTIME AND RECALL

A. An Employee working in excess of his/her regular hours of duty shall be paid at the rate of time and one-half for the time so worked.

B. Recall will be a minimum of four (4) hours. Recall time will be at a rate of time and one-half. No overtime will be paid for inspections.

1. A recall contiguous with the Employee's work shall not require the payment of the four (4) hour minimum.

2. The Employer retains the right to hold the employee for the full four (4) hour period.

C. Employees shall be entitled to time and one-half for court time worked with a two (2) hour minimum. Personnel required appearing before a court or agency while not available for regular duty because of an on-the-job injury shall not be given additional compensation for such appearance.

D. Off-duty officers who are required to attend training or non-disciplinary meetings, except those called by the Mayor and Borough Council, shall be compensated with compensatory time of an hour and one-half for a one (1) hour basis.

E. The Chief of Police shall designate up to four "senior police officers," excepting sergeants, who will be designated as supervisors to provide telephone or other assistance during their off-duty hours to other members of the department. Such officers will be compensated at the pro-rata rate of one percent (1%) of their annual salary for such additional work.

ARTICLE VIII

HOLIDAYS

A. There shall be fourteen (14) paid holidays per annum. Holiday pay shall be made annually in the month of November for the following holidays:

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

B. The fourteen (14) paid holidays per annum shall be based upon the actual work day of the officer. An Employee shall receive holiday pay only for those holidays occurring while he/she is actually employed by the Department. Those Employees who work on any of the above-mentioned holidays shall receive one-half (1/2) day's additional pay for a full working tour on that holiday, payable November 1st, by separate check.

C. An Employee on a leave of absence (i.e. injury leave or workers' compensation) shall not be eligible for paid holidays, which fall during the Employee's leave of absence.

ARTICLE IX

PERSONAL BUSINESS DAY

A. Employees covered under this Agreement shall be allowed four (4) days of personal business leave annually, not deducted from sick leave, with the approval of the Chief. The form for requesting such leave shall contain an indication whether the personal leave is “religious,” “business,” or “personal.”

B. A personal day application shall, except in cases of emergency, be made at least five (5) working days prior to the personal day to be taken.

C. The application form shall contain a specific acknowledgment by the Employee that personal leave may not be taken for the purpose of recreation.

D. A new Employee must have a minimum of one (1) year of service credit within the calendar year before he/she is eligible for this benefit for the same calendar year.

E. Temporary Employees and part-time Employees are not eligible for this benefit.

F. One personal day, with the approval of the Chief of Police, may be carried into the next calendar year. The request to carry over a personal day must be made in writing and submitted to the Chief of Police no later than 1 November.

ARTICLE X

BEREAVEMENT LEAVE

Bereavement Leave is to be considered time from death notification forward in continuous work days. Bereavement leave is for the mental wellbeing of the employee and/or to permit time for necessary functions related to the death and bereavement process only.

A. In the event of death in an Employee's immediate family, the Employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall the leave exceed four (4) working days.

B. In the event of the death of an Employee's aunt, uncle, brother-in-law, or sister-in-law, the Employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall the leave exceed three (3) working days.

C. Reasonable verification of the event may be required by the Employer.

D. Any personal day or vacation day previously scheduled during initial bereavement leave will not be charged to the officer unless he requests additional bereavement leave.

E. An Employee may make a request of the Chief or designee for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Chief or designee, shall be charged, at the option of the Employee, either as a personal day or against accumulated compensatory time off.

F. An officer may request additional bereavement time by utilizing any accrued vacation, compensation or sick time they have accrued to attend to person matters related to the bereavement process; this additional time may be granted at the discretion of the Chief.

ARTICLE XI

VACATIONS

A. Vacations are to be granted in accordance with the following scale, based on the actual work day:

Less than 1 year completed	1 working day per month of service
1 year completed	12 working days
3 years completed	15 working days
7 years completed	18 working days
10 years completed	20 working days
15 years completed	25 working days

B. Requests for the taking of accrued vacation time shall be in writing and addressed to the Chief at least two (2) weeks in advance of the time the vacation is to commence. The Chief shall act on such request at his discretion and consistent with scheduling, manpower, and Department rules regarding seniority.

C. An Employee on a leave of absence (i.e. injury leave or worker's compensation) shall have his/her vacation leave for the year pro-rated for the time absent.

D. The value of any accrued vacation time at time of retirement or death while still employed by the Borough shall be paid to the employee, the employee's estate or specified beneficiary; however, vacation days may only accrue as permitted by law.

ARTICLE XII

ACTIONS AGAINST OFFICERS

Except in disciplinary cases, whenever an action is brought against an Employee covered by this Agreement for an act of omission arising out of or incidental to the performance of his/her duties, the Employer shall defray the costs of defending such action. The Employee may select his/her own counsel and the Employer shall reimburse the Employee for reasonable attorney fees. In case of a civil action, the Employer shall pay any adverse judgment, and save harmless and protect the Employee from any financial loss resulting therefrom. The Employee shall submit to the Mayor and Borough Council for approval the name of the attorney he/she selects and the estimated fees. Such approval is not to be unreasonably withheld and is to be given within two (2) weeks of submission of the name of the attorney and the estimated fee.

ARTICLE XIII

INSURANCE

A. The Employer shall provide Employees with personal injury and liability insurance and false arrest coverage.

B. The Employer currently provides insurance under the New Jersey State Health Benefit Plan (NJ SHBP), and shall continue to provide Employees covered by this Agreement, and their dependant spouses or civil union partners and dependants where applicable, with an insurance plan comparable to the NJ SHBP. For employees covered by this agreement starting on or after January 1, 2007 co-payments for doctor visits and prescriptions shall be fifteen (\$15) dollars and enrollment in State Health Benefit (SHB) Direct 15 plan or SHB HMO plans having this threshold. For all other employees, the co-payments for doctor visits and prescriptions will be ten (\$10) dollars and enrollment in SHB Direct 10 plan or SHB HMO plans with this threshold. If employees utilize mail-in prescription service, wherever possible, as provided by the Borough, co-payment will be the minimum established by the carrier.

C. For any health, dental or related services coverage provided by the Employer to the Employees covered by this agreement, the Employees shall contribute that percentage of the cost of provided coverage as provided for by statute as attached hereto at schedule XIII.

D. The Employer retains the right to change insurance carriers so long as substantially similar benefits are provided.

E. Upon retirement, either through disability or with 25 years of service to the Borough, the Borough paid health plan in effect at the time (e.g. family, single, etc.) of retirement will be maintained for the term of the retiree until Medicare assumes responsibility*. This shall be non-revocable for any retiree gaining this benefit.

Annually, the retiree shall provide a statement of entitlement for his dependents; insurance coverage will be modified downward as dependents become ineligible.

F. For any Employee whose spouse or civil union partner has similar available coverage through the Employer, or is provided coverage with SHBP through any employer, that Employee shall determine, on a yearly basis as directed by the Employer, whether the employee or the employee's spouse or civil union partner shall be offered coverage through the Employer. In the case where an Employee's spouse or civil union partner has SHBP coverage through another employer, the Employee shall designate whether that Employee shall utilize single coverage for that Employee or utilize the Employee's spouse or civil union partner for the provision of coverage.

G. If the employee elects to use the health benefits of the spouse, he will be paid by the Borough one quarter (1/4) the Borough's cost of purchasing the plan. This shall be a monthly adjustment, not part of normal compensation, and shall not be used to establish a new base salary.

* Upon becoming eligible for Medicare, the municipal provided insurance shall become the supplemental to the Medicare A & B policy.

ARTICLE XIV

PENSION

Officers, if eligible, shall be enrolled in and receive benefits under the Police and Firemen's Retirement System as established by law.

ARTICLE XV

SICK LEAVE

A. Permanent full-time Employees covered by this Agreement shall be granted sick leave with pay at the rate of one (1) working day for every month of service, based on the number of hours of the Employee's scheduled work day, during balance of the first calendar year of employment; and fifteen (15) working days in every calendar year of service thereafter. The sick time not taken shall be cumulative from year to year to a maximum of three hundred sixty-five (365) days. Upon request by an Employee, an annual report shall be submitted to the Employee showing accumulated time at the end of the calendar year.

B. In the event an illness requires an Employee to take in excess of three (3) consecutive accumulated sick days, the Employee shall submit to the Chief a written statement from his/her treating physician confirming the illness and whether such illness requires the Employee to remain at home and away from duty. In the event an Employee takes in excess of ten (10) consecutive accumulated sick days, the Employer shall have the right to have the Employee periodically examined by a Borough-appointed physician to determine the nature of the illness and whether such illness requires the Employee to remain at home and away from duty.

C. Retirement Benefits

1. Employees who retire (within the meaning of the Police and Firemen's Retirement System), whether through disability, retirement, or with twenty-five (25) years of service to the Employer, shall receive one-half (1/2) of their accumulated sick days, with a cap of \$25,000 per Employee, as pursuant to NJ law. Should the Department be abolished or if Employees are laid off (within the meaning of the New Jersey Department of Personnel Rules and Regulations), the Employees shall receive payment for unused sick days, regardless of years of service.

D. Sick leave is hereby defined to mean the absence from post or duty because of illness, accident or exposure to a contagious disease requiring isolation. This sick leave is not intended for workers' compensation matters.

E. No Employee shall be allowed to work if he/she will endanger the health and well-being of other Employees and, if the Employee's condition warrants, the Employee may be directed to take sick leave. The Department Head may direct the Employee to the Borough's medical physician for an opinion as to the Employee's eligibility to be absent from work. The Employer's obligation shall be limited to the sum not reimbursed by the Employee's insurance carrier.

- F. Sick leave with pay shall not be allowed under the following conditions:
1. When an Employee, under medical care, fails to carry out the attending physician's orders, unless the Employee seeks a second opinion.
 2. When, in the opinion of the Borough's medical physician, the disability or illness is not of sufficient severity to justify the Employee's absence from duty.
 3. When the Employee does not report to the Borough's medical physician in a reasonable time as ordered by the Department Head.

G. The Department Head shall consider the Borough's medical physician's recommendations and the attending physician's recommendations as to the justification for the absence from duty on account of disability or illness or of the fitness of the Employee to return to duty. Where a difference of professional opinion between the Borough's medical physician and the Employee's personal physician exists, the Department Head reserves the right to require the Employee to submit to an examination by a third doctor at the Employer's expense. The Employer's obligation shall be limited to the sum not reimbursed by the Employee's insurance carrier.

H. If an Employee is absent from work for reasons that entitle him/her to sick leave, the Department Head or designee (i.e. on duty patrolman or supervisor) shall be

notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift. Failure to so notify the Department Head or designee may be cause for denial of the use of sick leave for the absence and may constitute cause of disciplinary action. An Employee absent for five (5) consecutive days or more who does not notify the Department Head or some other reasonable representative of the Employer on any of the first five (5) days may be subject to dismissal in accordance with New Jersey Department of Personnel rules and regulations.

I. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge subject to New Jersey Department of Personnel rules and regulations.

J. An Employee who calls in sick and engages in outside employment shall be subject to disciplinary action.

ARTICLE XVI

INJURY LEAVE

A. In the event an Employee becomes disabled by reason of a work-related injury or disabling illness and is incapable of performing his/her duties, then in addition to any sick leave benefits provided herein, the Employee will be entitled to full pay for a period of up to one (1) year at the sole discretion of the Employer.

B. An Employee who is injured, whether slightly or severely, while working must make an immediate report, prior to the end of his/her shift, to the immediate supervisor. Failure to report such injury may result in the failure of the Employee to receive compensation under this Article.

C. An Employee shall be required to present evidence by a certificate of a physician that he/she is unable to work, and the Borough may reasonably require the Employee to present such a certificate from time to time.

D. If the Employer does not accept the certificate of the physician, the Employer shall have the right, at its own cost, to require the Employee to obtain an examination and certification of fitness by a Borough-appointed physician.

E. In the event the Borough physician certifies an Employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. If, however, the Employee disputes the determination of the Borough physician, then the Employer and the Employee shall mutually agree upon a third physician, who shall then examine the Employee. The cost of the third physician shall be borne equally by the Employer and the Employee. If the determination of the third physician also certifies the Employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

F. If the Employer can prove that an Employee has abused his/her privileges under this Article, the Employee will be subject to disciplinary action by the Employer up to and including termination.

ARTICLE XVII

CLOTHING ALLOWANCE

The Employer shall provide each Employee with an initial clothing issue. The initial clothing issue shall be defined as:

Two	Class A pants
Two	Class A Long sleeve shirts
Two	Class A Short sleeve shirts
Two	Class B pants
Two	Class B long sleeve shirts
Two	Class B short sleeve shirts
One	Coveralls
One	Crew neck sweater
One	Rain Coat/hat cover
One	Spring jacket
One	Leather winter coat
Two	Uniform ties
One	Winter fur hat
One	Class A hat
One	Pair of boots
One	BW Gun belt
One	BW magazine pouch
One	BW handcuff case
One	BW OC spray holder
One	BW Security holder
Four	BW belt keepers
One	Set of Lakehurst Police Department collar devices
One	Name plate/with "Serving Since" attachment
One	Tie Bar
One	Breast Badge
One	Hat Badge
One	PR-24/or Expandable straight baton w/holder
One	Pair of Peerless handcuffs

A. Each employee will be given either a cleaning allowance or a cleaning credit (Borough's option) in the amount of \$600 per year for cleaning of uniforms. Beginning in an employee's second year of employment, in addition to the cleaning allowance, an employee will be given eight hundred (\$800) dollars per year for the replacement of uniforms and equipment. Items that are damaged due to a single incident in the line of

duty will be replaced or repaired, at the Chief's discretion, and will not be charged against the allowance.

B. If the Borough changes uniforms at its behest the cost shall be borne by the Borough. If the LPA suggests a change agreed to by the Borough, the cost of the change will be borne by the officers; clothing allowance may be used toward the cost.

C. The Employer shall reimburse for any damage or destruction (caused through no negligence of an officer) of clothing or personal articles worn on duty in the Borough.

D. Requests for reimbursement shall be in writing and submitted to the Chief, along with proof of reasonable replacement costs. The Employee shall surrender the item for which reimbursement is requested to the Chief and it shall become the property of the Employer upon payment to the Employee of the reasonable reimbursement sum.

ARTICLE XVIII

DEDUCTION PLAN

A. The Employer agrees to establish through the Borough Treasurer a credit union payroll deduction plan (at no cost to the Employer) for use by those Employees wishing to enroll.

B. The Employer agrees to establish a Flexible Spending Account for qualified medical expenses of the employee for use by those Employees desiring to participate, as such plans are defined by I.R.S. §125.

ARTICLE XIX
LONGEVITY PLAN

- A. Longevity shall be paid on the Employee's anniversary date.
- B. The longevity schedule shall be as follows:

<u>Years Completed</u>	<u>Percentage</u>
0 thru 9 years	No Longevity
10 thru 14 years	1%
15 thru 19 years	2.5%
20 years or more	3.75%

Effective the signing of this contract, Ron Heinzman shall continue to receive 5.5% longevity for the duration of the contract.

ARTICLE XX

WORKING CONDITIONS

A. The Employer shall furnish to each Employee protective crash-type headgear approved for use in motor vehicles.

B. The Employer shall provide and maintain all on-duty firearms and ammunition, pursuant to Departmental rules and regulations.

C. The Employer shall furnish a municipal vehicle for job-related travel outside the boundaries of the Borough when such travel and use is authorized by the Chief.

D. If a municipal vehicle is unavailable and an Employee must use his/her personal vehicle, the Employee shall be reimbursed for tolls and mileage at the IRS rate.

E. The Association recognizes the need to establish rules and regulations for the proper administration of the Department. Accordingly, the Employer and the Association recognize Borough Ordinance XIV as the governing rules of the Department, except those provisions as amended by this instrument. Where an issue is not directly addressed by Ordinance XIV or this instrument, the New Jersey Department of Personnel rules and regulations shall apply.

ARTICLE XXI
GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level of administration, an equitable solution to the problems that may arise affecting the terms and conditions of employment under this Agreement.

2. Nothing herein shall be construed as limiting the right of an Employee having a Grievance to discuss the matter informally with an appropriate member of the Department.

B. DEFINITION

1. With regard to Employee, the term "Grievance" as used herein means an appeal by an individual Employee, or the officer on behalf of an individual Employee or group of Employees, from the administrative decisions affecting them, excluding re-employment. With regard to the Employer, the term "Grievance" as used herein means a complaint or controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.

2. With respect to Employee Grievances, no Grievance may proceed to binding arbitration unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement, excluding issues of re-employment. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation incorporated by reference in this Agreement, either expressly or by operation of law, may only proceed to advisory arbitration.

C. PROCEDURE

1. Time Limits: Since it is important that Grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a

maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement only. When a Grievance is acted upon, the decision shall be reduced to writing and the Grievant shall be notified thereof. If a Grievance is not acted upon by expiration of the maximum time limit, the Grievant shall have the right to automatically move the Grievance to the next level, without notice to the person not acting upon the Grievance. When moving the Grievance to the next level, the Employee shall indicate that the Grievance was not acted upon below within the maximum time limit. An Employee shall not be subject to discipline for failing to follow the chain of command when the Employee moves a Grievance to the next level when the same was not acted upon below.

2. Level One-Line Supervisor: The Grievant or the Association shall institute written action under the provisions hereof within (5) calendar days after the event giving rise to the Grievance has occurred, or after the receipt of notice, and an earnest effort shall be made to settle the differences between the Grievant and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the Grievance.

3. Level Two-Chief of Police: The Grievant shall submit his/her Grievance to the Chief as provided above. If the Grievant is not satisfied with the disposition or no decision has been rendered in writing within ten (10) working days after the Grievance was delivered, the Grievant shall, within a reasonable time, file the Grievance in writing with the Public Safety Committee (Level Three).

4. Level Three-Public Safety Committee: Upon receipt of the written Grievance, the Public Safety Committee shall within twenty (20) days set the matter down for hearing, at which time all relevant evidence shall be presented. Within twelve (12) working days of the conclusion of the hearing, the Public Safety Committee shall issue its

decision, setting forth its findings and conclusions.

5. Level Four--Arbitration:

a. If the Grievant is not satisfied with the disposition at Level Three, or no decision has been rendered within the time period provided in Level Three, the Grievant may request in writing that the Association submit the Grievance to arbitration.

b. The Grievant shall submit his/her grievance in writing to the Association Chairman within five (5) days after the decision by the Public Safety Committee requesting that the Grievance be submitted to arbitration within ten (10) days after receipt of a request by the Grievant.

c. Within ten (10) days after such written notice of a submission to arbitration, the Borough Council and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from the arbitrator or obtain such a commitment within a specified period. A list of arbitrators may be requested from the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

d. The arbitrator so selected shall confer with the representatives of the Borough Council and the Association and hold hearings promptly. The arbitrator shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator shall be without power or authority to make a decision that requires the commission of an act prohibited by law and that is violative of the terms of this Agreement. Such decision shall be final and binding.

e. The costs for the services of the arbitrator, including per-diem expenses, if any, and actual necessary travel subsistence expenses, shall be borne equally by the Borough Council and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS TO REPRESENTATION:

1. A Grievant shall be represented at all stages of the Grievance Procedure by him/herself or, at the Grievant's option, a representative selected or approved by the Association. When a member is not represented by the Association, the Association shall have the right to be present to state its view at all stages of the Grievance Procedure.

2. No reprisals of any kind shall be taken by the Borough Council, the Chief, or the Association against the party in interest, a representative, an Employee, or any other participant in the Grievance Procedure by reason of such participation.

E. MISCELLANEOUS:

1. If a Grievance affects a group of members, the Association may submit such Grievance in writing to the Chief and the processing of the Grievance shall be commenced at Level Two. The Association may process an appropriate Grievance through all levels of the Grievance Procedure even though the Grievant does not wish to do so.

2. Documents, communications, and records dealing with the processing of a Grievance shall be filed in a separate Grievance file and shall not be kept in the personnel file of any of the participants.

3. Forms and filing Grievances, serving notices, and other forms as may be required in the Grievance Procedure shall be prepared jointly by the Chief and the Association and appropriately distributed so as to facilitate operation of the Grievance Procedure.

4. Employees, including the Grievant, shall continue under the direction of the Chief, regardless of any pending Grievance, until such Grievance is properly determined.

ARTICLE XXII

SEPARABILITY AND SAVINGS

In the event that any federal or state legislation, governmental regulation, or court decision causes invalidation of an Article or Section in this Agreement, or supersedes an Article or Section of this Agreement other Articles and Sections not so invalidated shall remain in full force and effect.

ARTICLE XXIII

NON-DISCRIMINATION

A. The Employer and the Association agree that there shall be no discrimination against an Employee because of race, creed, color, religion, sex, national origin, or political affiliation, as provided by applicable law

B. The Employer and the Association agree that Employees covered under this Agreement have the right without fear of penalty or reprisal, to form, join, and assist an Employee organization or to refrain from such activity. There shall be no discrimination by the Employer or the Association against an Employee because of the Employee's membership or non-membership or activity or non-activity.

C. The Association and its members shall have the right to hold Association meetings on Lakehurst municipal property. On-duty members may participate in the meetings so long as it does not interfere with their availability for duty.

ARTICLE XXIV

EMPLOYEE RIGHTS

A. No officer shall be disciplined, reduced in rank, or denied any advantage without just cause. In all cases, an action taken or recommended by either the Chief or an agent of the Employer shall not be made public and shall be subject to the Grievance Procedure set forth in Article XXI.

B. An action concerning discipline shall be subject to the progressive discipline policy, except those actions which are serious violations of the Police Department Rules and Regulations or any local or state law. Progressive discipline is defined as:

Oral Warning
Written Reprimand
Docking
Demotion
Increment Withholding
Dismissal

C. Any time an officer is called before the Borough Council regarding an action which could adversely affect the continuation of employment of that officer, the officer shall be given notice of the meeting and reasons for same and shall have a representative of the Association and/or an attorney present to advise him/her at the meeting of the Borough Council.

D. The parties hereby acknowledge the command responsibility of the Chief and the responsibilities and duties of that office.

E. In no case shall an officer be evaluated with deficiencies without the opportunity of at least ninety (90) days to correct any or all deficiencies noted on an evaluation.

F. Each officer shall have the opportunity to review and photocopy his/her personnel folder at least once every six (6) months by making such request in writing to the Municipal Administrator. In all cases, no material shall be placed in the personnel

folder of an officer relating to disciplinary action without the officer's knowledge or without the initials of the officer on the copy received from the Employer. The employee may submit a written response or explanation to rebut anything in the file within 30-days from their reviewing their file or notification of an inclusion into their file.

G. The Employer agrees that the terms, conditions, and benefits of employment not covered by this Agreement shall remain in full force and effect at their highest standards.

H. The Police Department agrees to follow Attorney General Guidelines and/or Ocean County Prosecutor Guidelines for internal investigations and/or citizen complaints.

ARTICLE XXV

MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that, during the term of this Agreement, neither the Association nor any of its members, nor any person acting on its behalf, will cause, authorize, or support the participation in a strike (i.e. the concerted failure to report for duty or willful absence of an Employee from his/her position, or stoppage of work, or absence in whole or in part from the full, faithful, and proper performance of an Employee's duties of employment), work stoppage, slowdown, walkout, or other illegal job action against the Employer.

B. The Association agrees that it will make every reasonable effort to prevent its members from participating in a strike, work stoppage, slowdown, walkout, or other activity aforementioned, or from supporting such activity by any other Employee or group of Employees of the Employer; that it will publicly disavow each action, and order the members who participate in such activities to cease and desist from same immediately and to return to work; and that it will take such steps as may be necessary under the circumstances to bring about compliance with the Police Department Rules and Regulations.

C. The rights of both the Association and the Employer shall be respected, and the provisions of this agreement for the orderly settlements of all questions regarding such rights shall be observed.

ARTICLE XXVI

FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, subject to Chapter 123 of the Laws of the State of New Jersey.

ARTICLE XXVII

LIAISON COMMITTEE

A. At either the request of the Borough Council, Municipal Administrator, or the Association, liaison meetings may be called for the good of the Department. The purpose of the above-mentioned meetings shall be to better promote harmonious Employer/Employee relations between the members of the Department and the Borough Council.

B. Members of the Association agree to attend said meetings at no overtime or call-in time cost to the Employer.

C. On-duty members of the Association shall be permitted to attend said meetings so long as they are available to respond to calls, etc.

ARTICLE XXVIII

EMPLOYEE SERVICE OBLIGATION

A. Employees shall agree to a term of employment for a minimum of two (2) years. Should an Employee resign prior to completion of this obligation, the Employee shall reimburse the Employer for the expenses incurred to provide the Employee with basic police training (cost of training and salary paid while receiving training); uniforms; physical and psychological examinations; soft body armor; and any other expenses incurred not related to salary while actually working the streets.

B. In addition to this Article, a separate instrument between the Employee and the Employer will be signed and witnessed by an Association delegate.

C. Within two (2) weeks' notice of resignation, an itemized listing of such expenses shall be furnished to the Employee and a payment schedule developed.

ARTICLE XXIX
EDUCATIONAL BENEFITS

A. An Employee shall receive \$35 per Educational Credit for advanced training. Advanced training must be recognized by the P.T.C.; N.J.S.P.; New Jersey Department of Personnel; or the U.S. Department of Justice. The Employee must present documentation of successful completion of the course; proof of training must be submitted by October 1st; and payment by separate check shall be made on November 1st. There shall be a maximum payment of \$2000 per eligible officer.

B. An Employee who engages in a college education will be fully reimbursed for tuition and books. College credits must be from an accredited, Department of Education approved school. The Employee must provide the Borough Administrator with prior notification of the course. Courses must be in the law enforcement field or required for a degree in law enforcement, either supervisor or management. The Employee must maintain a "C" average or better to qualify for reimbursement.

C. No Employee hired after January 1, 2011 shall be eligible for the benefits provided in this Article until that Employee has completed one full year of employment.

ARTICLE XXX

SENIORITY

A. At all times relevant hereto, seniority shall be determined initially by rank and secondarily by the actual time an Employee has been employed by the Employer, except with regard to layoffs when seniority shall be determined by the rules and regulations promulgated by the New Jersey Department of Personnel.

B. Overtime for all sworn officers and all extra-duty assignments (e.g. drunk driving grants) shall be offered on a rotating basis beginning with the Employee with the most seniority. Exceptions to this policy may occur with regard to Employees who possess specialized skills for the particular overtime or extra-duty assignment, such as traffic safety, investigations or school programs).

C. Unless capped by the funding agency all extra duty assignments funded by grants or outside contractors will be paid at a flat rate of \$ 50.00 per hour. This amount may be increased at the sole discretion of the Borough. On all municipal projects requiring an officer, the officer's regular overtime rate, not to exceed \$ 50.00 per hour, shall apply.

ARTICLE XXXI

DURATION

This Agreement shall be in full force and effect as of October 1, 2011 and shall remain in full force and effect up to and including December 31, 2013 without any re-opening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Lakehurst in the State of New Jersey on this _____ day of _____, 2011.

LAKEHURST POLICE ASSOCIATION
An affiliate of the FOP New Jersey Labor
Council

BOROUGH OF LAKEHURST

By: _____
Matthew Kline
President, Lakehurst Police Association

Timothy J. Borsetti
Mayor

By: _____
FOP NJ Labor Council

Norbert B. MacLean, Jr. CPM
Administrator

ATTEST: _____
Bernadette Dugan, RMC
Municipal Clerk