

AGREEMENT

THIS AGREEMENT made this 26 day of March 1992, between the BOROUGH OF ISLAND HEIGHTS, a municipal corporation of the State of New Jersey, having its principal offices located at Van Sant and Bay Avenues, Island Heights, New Jersey, hereinafter referred to as "Employer," and the PATROLMEN of the Borough of Island Heights, hereinafter referred to as "Patrolmen".

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and the Patrolmen. To establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this agreement.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto do agree with each other with respect to the employees of the employer recognized as being represented by the Patrolmen as follows:

ARTICLE I.

RECOGNITION AND SCOPE OF AGREEMENT

SECTION I: The employer hereby recognizes the Patrolmen as the sole and exclusive representative of all the employees of the bargaining unit defined in Article I.

SECTION II: Herein for the purposes of collective bargaining and all activities and processes relevant thereto;

The bargaining unit shall consist of all regular, full time Police Officers of the Borough of Island Heights now employed or hereinafter employed except the

Chief of Police. Full time Police Officers shall not include Police Officers who are within the probationary period.

**SECTION III:** This agreement shall govern all wages, hours and other conditions of employment herein set forth.

**SECTION IV:** This agreement shall be binding upon the parties hereto.

**SECTION V:** It is expressly agreed that as a result of the disagreement and in consideration of the execution of this agreement, the Patrolmen shall seek no compensation for any years prior to 1991. Additionally, it is also expressly agreed by the Patrolmen that any and all labor grievances, unfair labor practice charges will be dropped in consideration for the provisions contained in this agreement. The employer shall, in consideration for the execution of this agreement, withdraw or drop any and all unfair labor practice charges or grievances presently filed against the Patrolmen.

## **ARTICLE II**

### **COLLECTIVE BARGAINING PROCEDURE**

**SECTION I:** Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor or the Employer or his designees and the Representative Patrolmen shall be the respective bargaining agent for the parties.

**SECTION II:** Collective bargaining meetings shall be held at a time and place mutually convenient at the request of either party.

## **ARTICLE II A**

### **CONDUCTING PATROLMEN'S BUSINESS ON EMPLOYEE'S TIME**

**SECTION I:** The employers shall permit members of the Patrolmen(s) Grievance Committee to conduct the business of the Committee, which consists of

conferring with the employees and management on a specific grievance in accordance with the Grievance Procedure set forth herein during the duty hours without loss of pay, providing the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the force to full effectiveness.

**SECTION II:** The employer shall permit members of the Patrolmens' Negotiating Committee to attend collective bargaining meetings during the duties hours of the member, however, when practicable, the negotiations session will be set during off- duty hours.

**SECTION III:** The employer shall permit Patrolmen to conduct business or conversation about this agreement or its contents, or an employee relater matter to various Council members from time to time, as necessary on duty or off, as so long as the effectiveness of the Police Department is not hindered.

### **ARTICLE III**

#### **DISCRIMINATION AND COERCION**

**SECTION I:** There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the Patrolmen, represented by the Patrolmens Committee because of membership or activity in the Committee. The Committee shall not intimidate or coerce employees into membership. Neither the employer nor the Patrolmens Committee shall discriminate against any employee because of race, creed, color, national origin or religion, or political affiliation.

### **ARTICLE IV**

#### **SICK LEAVE**

**SECTION I:** All Patrolmen shall be granted sick leave, with pay, of one (1) working day for every month of service during the first year of employment and fifteen (15)

working days thereafter. The amount of such sick leave not taken each year shall accumulate in the following manner: Each Patrolman shall be entitled upon retirement to receive one half (1/2) the Patrolmen's salary for the first 70 sick days accumulated at the time of retirement. (Retirement being defined as qualification for the New Jersey State Pension Benefits for municipal employees under applicable law). The Patrolmen shall be entitled to full pay for those sick days accumulated in excess of 70 upon retirement or termination from employment provided said termination is not for cause. Any Patrolman who has over 100 days of accumulated days of sick time, shall be entitled to receive payment for all or any portion of the accumulated sick time in excess of 100 days at any time during employment upon 30 days notice to the Mayor and Council. No Patrolman may accumulate sick days in excess of 158. All sick leave days paid under this Article shall be paid based on the Patrolmen's most recent salary or wage scale at the time of payment for the sick leave. All sick time accumulated in excess of 158 days shall be paid in full during the year accumulated.

## ARTICLE V

### OVERTIME/COMPENSATORY TIME

**SECTION I:** In lieu of the receipt of overtime pay, the Patrolmen hereby agree to accept compensatory time off. All overtime work must be authorized by the Chief of Police and the Police Liaison of the Borough Council. In the event a Patrolman is called in from overtime work after that particular Patrolman has left duty, that Patrolman shall be entitled to a minimum of three (3) hours of compensatory time off.

**SECTION II:** Whenever there is one lane of traffic closed due to road construction in the Borough, by a private contractor, an off-duty officer shall be called in to direct traffic, at the rate of \$20.00 per hour. No Patrolmen shall receive any compensation for directing traffic in connection with any borough, state or county projects.

**SECTION III:** Court costs. All Patrolmen during the the year 1991 shall receive the sum of Two Hundred (\$200.00) dollars per year each as allowance for additional time incurred in attending all Court necessitated by the performance of the Patrolmen of their police duties. During the year 1992, the Patrolmen shall also receive the sum of \$200.00 per year, each as allowance for attendance at Court. During the contract year 1993, each Patrolmen shall receive a maximum of \$50.00 per month as additional time for appearances in Court only when and if Court appearances were required.

## **ARTICLE VI**

### **HOLIDAYS**

The following days shall be recognized as holidays:

President's Day	Easter
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
Labor Day	Friday following Thanksgiving Day
Columbus Day	Christmas Day
Labor Day	New Year's Day

**SECTION I:** The Patrolmen covered by this agreement shall received three (3) personal days of choice.

**SECTION II:** All holidays, sick days, vacation days, personal days shall be given to the Patrolmen, at his/her acquiring rate on the 1st of January each year, and are to be deducted from the total, as the days are taken. The Chief must authorize the use of such days, and the Patrolmen must give in writing within 48 hours, the request to use such days with the exception of sick days which are to be used exclusively for sick time. All Patrolmen, when taking sick days must fill out a sick leave sheet upon their return to work. All days with the exception of sick days must be used in the respective year, and sick days unused are carried into the next year. However, unused holidays and vacation days may be

extended or carried over into the following year if expressly authorized by the Mayor and Council.

## ARTICLE VII

### CLOTHING ALLOWANCE

**SECTION I:** A clothing allowance in the amount of up to Four Hundred (\$400.00) dollars for the year 1991 shall be provided for each Patrolmen covered by this agreement. The amount is to be by a Borough Voucher to the Mayor and Council for the desired article, for which the Patrolmen needs to purchase, the same must be approved prior to the payment of \$400.00 per Patrolmen. For the year 1992, the be the maximum of \$453.00; and for the year 1993, the clothing allowance shall be a maximum of \$453.00 plus that percentage set by the State of New Jersey, Department of Community Affairs in the Division of Local Government Services. As that percentage amount by which a municipality may exceed its current expense budget over the prior year; otherwise known as the "C.A.P." limitation in accordance with N.J.S.A. 40A:5-45.3.

**SECTION II:** Any equipment or uniforms or personal items damaged or destroyed in the line of duty are to be replaced by the employer at no cost to the Patrolmen.

## ARTICLE VIII

### BULLETIN BOARD

**SECTION I:** Patrolmen shall be allowed to keep and maintain a bulletin board at Police Headquarters at their own expense.

## ARTICLE IX

### EDUCATION

**SECTION I:** Employer agrees to reimburse employees fifty (\$50.00) dollars toward each Police related course or Police Science approved curriculum at a recognized

school or college which teaches such, and upon completion, and submitting proof of completion, are to be paid by the employer; not to include courses taken during normal working hours, in lieu of the officer's regular shift. Courses are not to exceed four (4) courses per calendar year, all courses subject to prior approval of Chief of Police. It is expressly understood that the employer shall only reimburse the Patrolmen for the costs actually incurred by the Patrolmen in attending said police related courses.

## **ARTICLE X**

### **GRIEVANCE PROCEDURES**

**SECTION I:** That a grievance within the meaning of this agreement shall be limited to any controversy or dispute arising between the parties hereto relating to any matter of wages or any dispute between the parties involving interpretation or application of any provisions of this agreement.

**SECTION II:** That the procedural steps for considering and resolving grievance are as follows:

**STEP I:** That an agrieved employee shall present his grievance to the Police Chief or if said grievance is against the Police Chief, that employee shall submit said grievance to the Police Committee of the Borough of Island Heights.

**STEP II:** The employee shall discuss his grievance with the Chief of Police (orally) or with the Chief's duly appointed representative, and the Police Chief shall answer the grievance within 48 hours. If said grievance is against the Chief of Police the employee shall in writing, submit said grievance to the Police Committee as provided in Step III below.

**STEP III:** If the employee is not satisfied with the results of STEP II, or said grievances against the Chief of Police, then the agrieved employee shall present his grievance to a designated Police Committee. The Police Committee shall conduct a hearing on said grievance within seven (7) days after submission of the grievance to the Police

Committee. In the event the Police Committee and the grieved employee cannot satisfactorily adjust said grievance within three (3) working days after said meeting, the employee and committee shall present the grievance to the entire Mayor and Council, at a closed session at the next regular Council meeting which is more than four (4) days after presentation of the grievance to the Mayor and Council. A decision of the Mayor and Council shall be binding on all parties, except as provided in STEP IV.

**STEP IV:** If the grievance is not satisfactorily adjusted (as above provided), then the grievance shall be presented to the New Jersey State Public Employee's Relation Commission to be resolved according to its rules and regulations.

## **ARTICLE XI**

### **SALARY**

**SECTION I:** The annual base salaries for Patrolmen for the years under this contract are set forth below:

Patrolman Victor Marini, 1991 shall be \$19,281.00; for the year 1992 shall be \$20,438.00 and his base salary for the year 1993 shall be \$20,438.00 plus that percentage amount set by the State of New Jersey, Department of Community Affairs and the Division of Local Government Services as the percentage amount by which the municipality may exceed its current expense budget over the prior year, otherwise known as the "C.A.P." limitation in accordance with N.J.S.A. 40A:5-45.3.

Patrolman Gregg Schweikert, 1991 shall be \$20,438.00; for the year, 1992 shall be \$21,664.00 and his base salary for the year, 1993 shall be \$21,664.00 plus that percentage amount set by the State of New Jersey, Department of Community Affairs in the Division of Local Government Services as the percentage amount by which a municipality may exceed its current expense budget over the prior year, otherwise known as the "C.A.P." limitation in accordance with N.J.S.A. 40::5-45.3.



Patrolman Thomas Barstow for the year 1991 shall be \$19,280.00; for the year, 1992 shall be \$20,438.00; for the year, 1993 shall be \$20,438.00 plus that percentage amount set by the State of New Jersey, Department of Community Affairs in the Division of Local Government Services as the percentage amount by which a municipality may exceed its current expense budget over the prior year, otherwise known as the "C.A.P." limitation in accordance with N.J.S.A. 40:5-45.3.

Sergeant Michael White, the base salary for the year 1991 shall be \$26,654.00. The base salary for the Sergeant for the year 1992 shall be \$28,253.00. The base salary for Sergeants for the year 1993 shall be \$28,253.00 increased by that percentage set by the State of New Jersey, Department of Community Affairs in the Division of Local Government Services as that percent amount by which a municipality may exceed its current expense budget over the prior year, otherwise known as the "C.A.P." limitation in accordance with N.J.S.A. 40A:5-45.3.

In the event the position of Lieutenant is created by the Mayor and Council of the borough of Island Heights, and the Sergeant promoted to the position of Lieutenant, it is hereby agreed within this Agreement that there shall be no change in salaries or other benefits as a result of this promotion to the position of Lieutenant. Further, in the event a Patrolman under this Agreement is promoted to the position of Sergeant, it is also agreed that there will be no change in salary or benefits for this Patrolman as a result of this promotion.

All parties agree that the salary for all new Patrolmen hired by the Borough of Island Heights as a permanent Patrolman shall be the sum of \$17,000.00.

## ARTICLE XII

### VACATION

**SECTION I:** Each Patrolmen shall be entitled to annual vacations computed from the anniversary date of employment as follows:

One (1) year but less than five (5) years: Two (2) weeks.

Five (5) years but less than ten (10) years: Three (3) weeks.

Ten (10) years but less than fifteen (15) years: Four (4) weeks.

Fifteen (15) years but less than twenty-five (25) years: Five (5) weeks.

**SECTION II:** Employer shall provide to all employees covered by this agreement and their families an insurance plan in accordance with "the State Health Benefits Program" as administrated by the Division of Pensions, Department of Treasury, State of New Jersey. Alternatively, the employer is presently considering providing health benefits in accordance with the Ocean/Monmouth County Joint Insurance Fund Plan. The employer shall be permitted to provide employees with health insurance in accordance with the Joint Insurance Fund Plan provided the same is generally equivalent to that presently provided under the State Health Benefits Program. Either such plan shall include Blue Cross and Blue Shield of New Jersey or the equivalent thereof, and Major Medical or the equivalent thereof to the Patrolmen and his/her family.

In the event the Borough of Island Heights obtains health benefits under this section which gives the Borough a credit for employees not participating in that health benefit plan, the Borough will then correspondingly give the Patrolmen the option of not participating in the health benefit plan under this section. In that event and if a Patrolman elects not to participate, he will be given a credit in the amount of \$1,000.00 per year in lieu of being provided with health benefits under this section.

**SECTION III:** The employer shall maintain in full force and effect workman's compensation insurance for all members of the Police Department.

**SECTION IV:** While on the performance of his/her duties as a Patrolman, if such Patrolman becomes injured, ill or disabled as a direct and proximate result of the performance of his/her duties, and becomes therefore eligible for worker's compensation benefits, that Patrolman shall be granted 90 days leave with pay provided that the Borough

of Island Heights police physician shall certify that such injury, illness or disability is a direct and proximate result of the performance of such police duties. Such leave with pay shall also be granted only for that period of time that the police physician shall certify because of such injury, illness or disability that the Patrolman is unable to perform his/her police duties. Any Patrolman who receives benefits under this Section shall be required to reimburse to the Mayor and Council any worker's compensation payment for temporary disability received by this Patrolman. Any Patrolman covered under the terms of this Agreement may receive pay for more than 90 days if such additional payment is reviewed and approved by the Mayor and Council as a result of the nature of the injury and the anticipated return to work date of the Patrolman involved.

### **ARTICLE XIII**

#### **LIABILITY INSURANCE**

**SECTION I:** The employer shall provide automobile liability insurance for all vehicles used by the Police Department, for official use, and shall keep the same in effect at all times.

### **ARTICLE XIV**

#### **COURT OVERTIME**

**SECTION I:** The employer shall pay the sum of Two Hundred (\$200.00) dollars to all full-time Police Officers covered by this agreement for their appearance in Municipal Court for the years 1991 and 1992. This shall be paid in one total amount on the fifteenth (15th) of December during each of those two years. This section of the agreement only covers overtime that would be paid for attendance in Municipal Court. No overtime or compensatory time will be charged to the Borough for Municipal Court in lieu of this section by any Patrolmen covered by this agreement. For the year 1993, the employer shall pay the sum of fifty (\$50.00) dollars per month to all full-time Police Officers covered under this

agreement for their appearance in Municipal Court. This amount shall also be paid in one total amount on the Fifteenth (15th) of December. This amount shall also cover overtime that would be paid for attendance at Municipal Court and no overtime shall be charged to the Borough for Court in lieu of this section by any Patrolman covered by this agreement. This amount shall be charged only in the event that said overtime for Municipal Court appearances are incurred.

**SECTION II:** In the event a Patrolman covered by this agreement is charged criminally or civilly in the line of duty, and is summoned to appear in court, he/she will be afforded counsel of his/her choice and in the event the Patrolman is found to be not guilty then the employer shall be responsible for all legal fees incurred, but if in fact the Patrolmen is found guilty as charged, then the Patrolmen will be responsible for all legal fees.

## **ARTICLE XV**

### **DURATION**

**SECTION I:** This agreement shall become effective January 1, 1991 and shall remain in effect until December 31, 1993. Notwithstanding the time frame set forth in Section II below, in the event a new contract is not entered into prior to the expiration date of this contract, all the clauses of Articles and Sections will remain in full effect, until a new contract is entered into.

**SECTION II:** In the absence of written notice given at least sixty (60) days notice prior to the expiration of this contract, negotiations shall begin on a new contract, the Mayor shall appoint a Negotiating Committee, and the Patrolmen shall appoint representatives to negotiating. This agreement shall serve as a base for a new contract. All agreement must be ratified by the Mayor and Council and the bargaining unit. All agreements must be ratified by the Bargaining Unit before ratification by the Mayor and Council.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

ATTEST:

Eleanor Rogalski  
ELEANOR ROGALSKI, RMC  
Borough Clerk

(SEAL)

BOROUGH OF ISLAND HEIGHTS

By David M. Siddons  
DAVID M. SIDDON, Mayor

WITNESS:

Eleanor Rogalski

Patrolman  
, Patrolman

Eleanor Rogalski, RMC

Dated: March 27, 1992

Police Department  
Borough of Island Heights  
Robert K. Burger  
Chief of Police

DATE: March 27, 1992

TO: Mayor & Council

FROM: Gregg Schweikert, Bargaining Negotiator

SUBJECT: Police Contract 1991, 1992, 1993

Dear, Mayor Siddons;

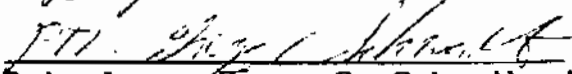
The below listed officers of the Island Heights Police Department are in agreement with the Island Heights Police Contract Agreement, as presented for 1991, 1992, and 1993.


The Police Contract presented to the officers and accepted by resolution by the Mayor and Council of the Borough of Island Heights at the March 26, 1992 regular council meeting.

The officers signed below represent a majority decision of the bargaining unit of the Island Heights Police Department, and those officers are affixed on this document below.

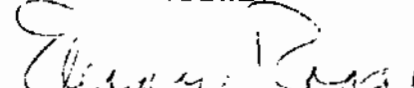
Attest:

  
Sergeant, Michael D. White

  
Patrolman, Gregg C. Schweikert

  
Patrolman, Thomas E. Barstow

(SEAL)

  
Eleanor Rogalski, RMC  
Borough Clerk

Dated March 27, 1992