

AGREEMENT
BETWEEN
BOROUGH OF AVALON
CAPE MAY COUNTY, NEW JERSEY
AND
LOCAL NUMBER 59
OF THE NEW JERSEY STATE POLICEMAN'S
BENEVOLENT ASSOCIATION
(AVALON POLICE DEPARTMENT)

JANUARY 1, 2009 through DECEMBER 31, 2012

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PREAMBLE

This Agreement effective as of January 1, 2009, between the Borough of Avalon in the County of Cape May, hereinafter referred to as the "Borough or Employer," and Local #59, Policeman's Benevolent Association, hereinafter referred to as "the P.B.A."

WITNESSETH:

Whereas, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Borough and the P.B.A. to the end that continuous and efficient service will be rendered to and by both parties for the benefit of both.

NOW, THEREFORE, it is agreed as follows:

GRUCCIO, PEPPER, De SANTO & RUTH, P.A.
817 EAST LANDIS AVENUE, VINELAND, NEW JERSEY 08360



ARTICLE ONE

RECOGNITION

The Borough recognizes the majority representative PBA Local No. 59 ("PBA") as the exclusive negotiating agent for all regularly appointed full-time police officers within the Borough of Avalon Police Department, excluding the Captain and Chief of Police, hereinafter referred to as "members".

The Borough and the employees agree that the PBA has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, procedures for the adjustment of disputes and grievances and all other related matters as may be permitted by law.

ARTICLE TWO
MANAGEMENT RIGHTS

A The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. To establish a code of rules and regulations for the operation of the Borough.
5. To determine the standards of performance of the employees.
6. To change, modify or promulgate policies, rules and regulations.
7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations.

8. To relieve employees from duty because of lack of work, lack of funding, or legal cause, as permitted by law.
 9. To determine the amount of overtime to be worked.
 10. To determine the standards of performance of employees and the content of work assignments.
 11. To determine the content of work assignments.
 12. To exercise complete control and discretion over the organization and the technology of performing its work.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules and regulations in furtherance thereof, and 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 such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under *R.S. 40 and R.S.11* or any other national, state, county or local laws or ordinances.

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ARTICLE THREE-A

MAINTENANCE & MODIFICATION OF WORK RULES

- A. All conditions of employment relating to wages, hours of work, and general working conditions contained presently in the written rules and regulations of the Division of Public Safety, the ordinances or resolutions of the Borough pertaining to Police employees, and the written orders or directives of the Office of the Chief of Police, which are of universal application within the Division of Public Safety and currently in effect as of the date of this Agreement, shall be maintained for the life of this Agreement.
- B. Proposed new rules or modification of existing rules governing working conditions, written or unwritten, which are not exclusively within the discretion of management, shall be negotiated with the majority representative prior to implementation.



ARTICLE THREE-B

MANPOWER

- A. The Borough maintains the right to shift men back or forward for one-half of the previous or following working shift. Such rotation shall be done only on holidays and holiday weekends, and 48-hour notice shall be given to the affected individuals. Individuals shall be assigned to this shift change on a rotating basis.
- B. The Borough maintains the right to direct one man per car patrols at any time.

8. To relieve employees from duty because of lack of work, lack of funding, or legal cause, as permitted by law.
 9. To determine the amount of overtime to be worked.
 10. To determine the standards of performance of employees and the content of work assignments.
 11. To determine the content of work assignments.
 12. To exercise complete control and discretion over the organization and the technology of performing its work.
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ARTICLE FOUR

LEGAL REFERENCE

- A. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of state and local laws, except that any necessary amendments to existing ordinances to effect any changes agreed to in this Agreement, shall be duly enacted by the Borough Council of the Borough of Avalon.

ARTICLE FIVE

ASSOCIATION RIGHTS & PRIVILEGES

- A. The employer agrees to grant time off to up to three (3) employees designated by the P.B.A. to attend the Collective Bargaining Seminar, the Mini-Convention and the State Convention of the New Jersey Policemen's Benevolent Association for the duration of the event and reasonable travel time, provided seventy-two (72) hours' written notice is given to the employer by the P.B.A. No more than one employee shall be granted off on any one shift. In the event a member of this bargaining unit is the official state delegate for the P.B.A. Local 59, he shall be granted time off in accordance with this Section in addition to the one employee referred to herein. The above provisions shall not apply if both individuals are in the same squad; in that event, the Association and the Chief of Police may work out an acceptable accommodation.
- B. Authorized representatives of the Association, not to exceed two (2), shall be permitted to visit police headquarters for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter headquarters, it shall request such permission at least forty-eight (48) hours in advance, and such permission will not be unreasonably withheld, provided further that there shall be no interference with the normal duties of employees. Before entering the aforesaid premises, the authorized representative shall notify the Chief of Police, or in his absence, his authorized representative.



- C. During negotiations, authorized Association representatives, not to exceed four (4), may be excused from their normal work duties to participate in collective negotiation sessions that are mutually scheduled to take place during their regularly schedules work time and shall suffer no loss of regular pay thereby.
- D. The Borough and PBA agree that the provisions of the Law Enforcement Officers Bill of Rights, P.L. Chap.115, Assembly No. 1836 (approved 9/11/96) apply to the parties to this Agreement.
- E. Internal Affairs investigations shall be conducted in accordance with *N.J.S.A. 40A:14-181* and the most current version of the Internal Affairs Policy and Procedures issued by the New Jersey State Attorney General, and as embodied in the Avalon Police Department Police Manual.
- F. Disciplinary charges shall be filed in accordance with *N.J.S.A. 40A:14-147 et seq.*, and as embodied in the Avalon Police Department Police Manual.

ARTICLE SIX

CIVIL RIGHTS

- A. Employees shall retain all civil rights under New Jersey state law and Federal law.
- B. The Borough and the PBA agree that each provision of this Agreement shall equally apply to all covered employees and that there shall be no harassment or intimidation of, interference with, or illegal discrimination against an employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital or civil union status, disability, handicap, genetic information, affectional or sexual orientation, blood trait, political activity, United States or State Armed Services activity. Harassment shall also include sexual harassment. All references to employees in this Agreement refer to both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.



ARTICLE SEVEN

RETIREMENT

- A. Police officers shall have all pension rights available under current or future New Jersey Law.
- B. If an officer is killed in the line of duty, the Borough shall continue to provide in full force and effect all health, dental and vision insurance benefits as specified in Article XVI for the officer's spouse until his or her death or remarriage, whichever comes first, and for the officer's children until each reaches his or her 21st birthday. The benefits and coverages to be provided shall be the same as are provided to active employees and are, therefore, subject to modification from time to time.



ARTICLE EIGHT
EXTRA CONTRACT AGREEMENT

- A. The Borough agrees not to enter into any other agreement or contract with its employees who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.



ARTICLE NINE

LEAVE OF ABSENCE

- A. A leave of absence without pay may be granted for good cause to any employee for a period of up to six (6) months under the conditions set forth below. The leave may be extended for an additional period of time, not to exceed an additional six (6) months. Vacation and sick leave shall not accrue while an employee is on leave of absence without pay.
- B. The request for an unpaid leave in accordance with this Article shall be submitted in writing at least thirty (30) days prior to the date upon which leave is requested to commence. Such request shall be directed to the Chief of Police and shall state the reasons for the leave. A request for leave shall not be unreasonably denied provided that a request for leave to take another position shall not be construed as good cause.
- C. Family Leave of Absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" and the "New Jersey Family Leave Act N.J.F.L.A. and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the Borough of Avalon. Under the provisions of these statutes, an employee is entitled to twelve (12) weeks of leave during a twelve (12) month period. Employees shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child or parent-in-law. The circumstances under which leave may



be taken vary depending on the type of leave requested and the Borough will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute. Employees taking FMLA or NJFLA Leaves will be required to use accrued sick leave, vacation and administrative leave concurrent with the approved leave. The Borough retains all rights to require proper certification from a health care provider pursuant to all applicable laws.



ARTICLE TEN

DUES CHECK-OFF

- A. The Borough agrees to deduct dues solely from the salaries of its employees who are subject to this Agreement on the behalf of the PBA. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:1415.9(e), as amended.
- B. The Borough agrees said dues, together with statements and records of any corrections shall be deducted quarterly from the last pay period of each quarter and remitted to the financial secretary of the PBA.
- C. The Borough agrees to deduct dues, on behalf of the PBA, from the salaries of all other employees who are subject to this Agreement but are not members of the PBA, pursuant to N.J.S.A. 34:13a-5.5 et. seq.
- D. If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough new authorization forms showing the authorized deductions for each employee or an official notification on the letterhead of the PBA and signed by the President and Secretary of the PBA advised of such changed deduction.
- E. The PBA will provide the necessary "Check-off Authorization" form and the PBA will secure the signatures of its members on the forms and deliver the signed forms to the Borough. The PBA 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 reasons of actions taken by the Borough in reliance upon the official notification on the letterhead of the PBA and signed by the President and Secretary of the PBA advising of such changed deduction.



ARTICLE ELEVEN

WORK WEEK AND OVERTIME

- A. The work week schedule of Patrol Officers shall be 2184 hours annually or 42 hours per week. Employees shall normally work twelve (12) hour shifts. The work week schedule of Police Officers other than Patrol Officers shall be 2080 hours annually or 40 hours per week. The schedule of shifts shall be determined by the Borough depending upon its determination of its public safety needs and requirements and to promote the effective and efficient operation of its Police Department function.

The Borough reserves the right to change the normal work hours and days per week and to establish new work hours and work days per week in accordance with applicable Public Employment Relations Commission and judicial case law. Employees shall be given as much advance notice as possible of permanent or temporary shift changes which affect them. For working a forty-two (42) hours work week employees shall be granted eight (8) hours time off which shall be taken within each twenty-eight (28) day cycle that the time is accrued. The time off must be taken during the twenty-eight (28) day cycle that the time is accrued when permitted after a request has been made to the Chief or his designee or as otherwise directed by the Chief or his designee. In the event an employee attends training, it is agreed that his work schedule may be adjusted and/or reduced in order to insure that said officer is not scheduled to work in excess of eighty-four (84) hours in a fourteen (14) day cycle, inclusive of the training time.

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B. Any authorized work assignment which requires the presence of a Police Officer in excess of his regularly scheduled tour of duty shall be considered overtime.

Overtime shall be compensated for at the premium rate of time and one-half in accordance with the following schedules:

1. 0 to 30 minutes, one-half hour overtime shall be paid.
2. 31 to 60 minutes, one hour overtime shall be paid.

A police officer may request compensatory time off in lieu of cash payment for overtime at the premium rate.

C. If an employee is called to duty on his regular day off, he shall be paid for all hours worked and shall be guaranteed a minimum of two (2) hours at the premium rate specified in paragraph "B" above. The Borough reserves the right to retain the employee on duty for the minimum time period.

D. If an employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the premium rate, provided said recall duty is not contiguous with the employee's normal shift. The employer shall have the right to retain the employee on duty for the minimum time period.

E. If an employee is placed on "standby" duty, he shall be compensated for such "standby" duty at compensatory time off at the straight time rate of pay.

F. An employee who has earned overtime shall normally receive payment in cash together with his regular pay. Employees may elect to receive compensatory time off in place of cash

payment for overtime up to a maximum of accrual of a bank of 240 hours of compensatory time off which shall be used in accordance with procedures promulgated by the Chief of Police.

- G. If an employee is recalled to duty not contiguous with his shift on a holiday, compensatory time off or vacation time he shall be compensated at double time with pay or double time with compensatory time for all hours called back. The first two (2) hours of contiguous overtime shall not be considered recall. Anything over two (2) hours will be considered recall.



ARTICLE TWELVE

VACATIONS

- A. All present employees, who are regular police officers, shall be entitled to annual vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Number of Work Hours</u>
1st calendar year	5 hours per full month employed
Beginning 2nd through 10th calendar year	112 hours annually
11th through 20th calendar year	168 hours annually
21st calendar year and over	224 hours annually

Annual Vacation Leave with pay is earned on a pro-rated basis based upon an employee's service with the Borough. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified above in this Paragraph A on January 1st of said year. An employee who leaves Borough service before end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the Borough for paid vacation leave days used in excess of his or her pro-rated entitlement. An employee who leaves Borough service shall be paid for unused earned vacation leave.

Upon the death of an employee, unused vacation leave shall be paid to the employee's estate.

Vacation leave is not earned during the period of time while employee is on suspension or



Leave of Absence with or without pay.

- B. Vacation shall not be permitted on weekends or holidays from the Friday preceding Memorial Day to the Tuesday following Labor Day. No more than two (2) men may be permitted off on vacation, per squad, at the same time. For the purpose of this contract, a weekend will be defined as beginning at 1800 hours Friday and ending at 0600 hours on the following Monday.
- C. A vacation schedule shall be promulgated by the Chief of Police which shall permit every employee to receive his vacation period. Selection of vacations under this schedule shall be made first in accordance with rank; and if more than one employee of the same rank is employed on the same squad, then in accordance with seniority. Vacation selection shall be initially made only to a maximum of two (2) work weeks in order to fairly distribute choice vacation time. After all individuals have made their first two week selection, then the remaining time will be taken according to seniority.
- D. Vacation must be taken in the year in which it is earned in accordance with the employee's pick, unless the needs of the department are such as to deny the employee his full vacation during the period earned.
- E. Selected vacation may be changed at the employee's request with forty-eight (48) hours advance notice and permission of the Chief of Police or his designee.
- F. If an employee becomes sick and hospitalized while on scheduled vacation leave, the employee shall have the option of having this time charged to his accumulated sick leave

instead of vacation leave.

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ARTICLE THIRTEEN

PERSONAL LEAVE TIME

Each employee shall be granted twenty-four (24) hours of Personal Leave Time subject to the following provisions:

- (i) No personal leave time will be granted on weekends during non-vacation period.
- (ii) Personal leave time may be taken at any other time provided there is no scheduling conflict. A scheduling conflict shall mean any time the Borough would have to compensate someone at the rate of time and one-half to give the employee the requested hours off.
- (iii) Compensatory time may be taken in increments of either the first two (2), four (4) or six (6) hours of the shift or the last two (2), four (4) or six (6) hours of the shift.
- (iv) In addition to holidays mentioned in paragraph "A" above, employees will be granted an equivalent number of hours off to that given off to other Borough employees on the day before or the day after Christmas and the day before or the day after New Year's Day.
- (v) Personal Leave Time is earned on a pro-rated basis. New employees shall only receive eight (8) hours Personal Leave Time for each four (4) full

months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with twenty-four (24) hours of Personal Leave Time. An employee who leaves Borough service before the end of a calendar year shall have his or her Personal Leave Time pro-rated, based upon time earned. In the event that an employee of the Borough terminates employment for any reason, any unused Personal Leave Time will be paid to the employee on a pro-rated basis. An employee shall reimburse the Borough for paid Personal Leave Time used in excess of his or her pro-rated entitlement.

ARTICLE FOURTEEN

RESPONSE TIME ON TIME OFF REQUESTS

The Borough shall respond to an employee's written request for time off by approving or denying the request within seventy-two (72) hours of receipt of the request.

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ARTICLE FIFTEEN

SICK LEAVE

- A. If an employee is incapacitated and unable to work because of an injury incurred while on duty, he shall be entitled to injury leave with pay and full employment entitlement during the period in which he is unable to perform his duties. Such injury leave shall be limited in duration to one (1) year as specified by state statute. The Borough reserves the right to have an injured employee evaluated by a doctor of its choosing to determine the employee's extent of injury and ability to work. The employee may seek the opinion of a physician of his own choosing to render such an evaluation with any conflict between the two physicians decided by a third physician jointly chosen.
- B. All permanent employees shall be entitled to sick leave with pay based on their aggregate years of service. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to a contagious disease.
- C. Sick leave shall accrue to any full-time employee on the basis of ninety-six (96) hours per year for each calendar year of employment. An unlimited amount of sick leave may be accumulated. On retirement, accumulated sick leave shall be paid for on the basis of one-half ($\frac{1}{2}$) hour for each hour accumulated to a maximum of \$12,000.00; and then one-quarter ($\frac{1}{4}$) hour for each hour accumulated thereafter. At the employee's option, unused sick leave may be converted to terminal leave according to the same prorated formula as for cash out and used prior to retirement. During the time that the employee is on terminal leave,

he shall be considered retired from active service and no additional vacation, holidays or sick leave shall accrue after the calendar year in which he becomes inactive.

- D. An employee assigned to work a twelve (12) hour tour of duty who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. An employee assigned to work an eight (8) hour tour of duty who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Borough may also require proof of illness when patterns of use or other evidence make abuse of sick leave likely, notwithstanding the respective three (3) or four (4) day limitations set forth above. The Borough reserves the right to have an employee so utilizing sick leave evaluated by a doctor of its choosing to determine the extend of incapacity. The employee may seek the opinion of a physician of his choosing with any conflict between the two physicians decided by a third physician jointly chosen. Abuse of sick leave shall be cause of disciplinary action.
- E. If an employee is absent for reasons that entitle him to sick leave, the police desk shall be notified prior to the employee's starting time of the intended use of such sick leave on each day of use.
- F. In the event of a serious illness, including childbirth, in the employee's immediate family which requires the attendance of that employee at home during work time, the employee shall be permitted up to three (3) days per annum. In the event of a baptism, first communion,

confirmation, graduation, or marriage which requires the attendance of the employee during work time for a child or member of the immediate family, the employee shall be permitted one (1) day leave. Any such leave time shall be charged against the employee's accrued leave time for vacation, sick leave or compensatory time.



ARTICLE SIXTEEN

INSURANCE, HEALTH AND WELFARE

A. (1) Traditional Health Benefit Program. The Borough shall continue to provide each active employee, his/her spouse and eligible dependents hospitalization and medical coverage as provided under its Traditional Health Benefit Program. Health insurance benefits shall be provided by the Borough in the event of a job related injury.

The Borough's Major Medical Expense Benefit plan under the Traditional Health Benefit Program shall be as follows:

Deductible: \$400.00 per person per calendar year.
\$800.00 per family per calendar year.

Hospital Admission

Deductible: A separate \$250.00 per hospital admission.
Maximum \$500.00 per calendar year.

Hospital Emergency

Room: Covered only if life threatening condition
or in need of immediate care.

Co-Insurance: When you or your Dependent pays 20% of those Covered
Expenses until you have paid \$1,000.00 (\$2,000.00 per family)
then this Plan pays 100% of Covered Expenses.

Maximum Benefit: \$2,000,000.00 per person lifetime.

Maximum Benefit for Mental, Nervous and Drug Addiction.

Calendar year maximum (In-Patient) will be limited to thirty (30) days.

The daily limit for out-of-hospital or Approved Facility for a minimum of four (4) hours and a maximum of sixteen (16) hours in any twenty-four (24) hours period in sixty (60) days.

(2) Exclusive Provider Organization (EPO). In addition to the Traditional Plan, the Borough also shall continue to provide each active employee, his/her spouse and eligible dependents with an Exclusive Provider Organization (EPO) health benefit program which includes all current benefits included in the Borough's EPO health benefit program. Employees who are presently enrolled may continue to opt between plans.

The Co-Payment for each office visit under the EPO Plan shall be twenty-five (\$25.00) dollars per visit. The Co-Payment for each hospital emergency room visit shall be one hundred (\$100.00) dollars and hospitalization co-payment of two hundred (\$200.00) dollars shall apply to each admission.

B. New employees who become newly enrolled in the Borough's health insurance plan shall receive coverage for themselves, his/her spouse and eligible dependents under the Exclusive Provider Organization (EPO) health benefit program which includes all current benefits included in the Borough's EPO health benefit program subject to the modification which became effective upon the signing of the contract or as soon as practicable thereafter.

A new employee may elect to have health benefits provided under the Traditional Health Benefit Program. For all new employees who elect to have the Traditional Health Benefit Program insurance coverage provided by the Borough, the Borough will pay one hundred percent (100%) of the cost of the Traditional Health Benefit Program insurance coverages in the Borough's health insurance plans for the individual employee only (i.e. Single Person Coverage). Employees may elect to secure Traditional Health insurance coverage for an eligible spouse and/or dependent(s) through the Borough Traditional Health insurance plans (i.e. Husband/Wife, Parent/Child, or Family Coverage) but shall be responsible for twenty-five percent (25%) of the difference between the annual premium for Single Person Coverage and the annual premium for Husband/Wife, Parent/Child, or Family Coverage. The annual premium shall be based upon the Borough's COBRA as established by the IDA Administrator. The employee's payments for the cost of providing the health insurance plans which covers the employee's eligible spouse and/or dependent(s) (i.e. Husband/Wife, Parent/Child, or Family Coverage) will be in the form of 26 (2004-27) equal payroll deductions.

- C. The Borough shall provide the employee with false arrest insurance of one hundred thousand (\$100,000.00) Dollars and Three Hundred Thousand (\$300,000.00) Dollars per incident.
- D. The Borough shall provide liability insurance coverage for employees acting in the course of their employment, including the operation of their private vehicles in the course of such employment.
- E. The Borough shall supply to all employees, necessary legal advise and counsel, in defense of

charges filed against them in performance of their duties in accordance with applicable New Jersey statutes. In the event an employee utilizes counsel other than that supplied by the Borough, any fees and costs should be first agreed upon by the attorney and the Borough.

- F. The Borough shall provide employee, his/her spouse and eligible dependents with hospitalization and major medical insurance after retirement until age sixty-five or until such time as the retiree is eligible for Medicare. The Borough will continue such coverage after age sixty-five for retiree only, with retiree paying 50% of the premium and the Borough payment 50% of the premium. A retired employee may elect to have his/her spouse covered, in which event the retiree shall pay the full cost of coverage for said spouse. This section shall apply to all employees who have at least fifteen (15) years of service before retirement and have qualified for these benefits before retirement.
- G. The Borough shall provide term life insurance to each active employee and each retired employee in the amount of no less than Fifteen Thousand (\$15,000.00) Dollars.
- H. The Borough shall provide each active employee, spouse and eligible dependent with a prescription drug insurance plan as follows:

Twenty-five (\$25) Dollar Co-Pay - Brand Name Drug

Ten (\$10) Dollar Co-Pay - Generic Drug

The Borough shall also provide employees with a ninety (90) day mail-in plan for maintenance drugs subject to the same deductible set for above, per order

Further, when available, a Generic Drug is to be ordered to fill a Prescription either at Retail

Pharmacy or Mail Ordered. If an employee orders a Brand Name Drug in instances when a Generic Drug is available, the employee shall be required to pay the difference between the Brand Name Drug and the Generic Drug unless the employee presents proof to the Borough of medical necessity as required by his/ her treating physician.

- I. The Borough shall continue to provide each active employee, spouse and eligible dependent with a dental insurance program with deductible in accordance with the dental expense benefit payment in Schedule "B." The Borough agrees to pay employees up to Five Hundred (\$500.00) Dollars for orthodontic option for the employee and his family, in addition to the orthodontic option of the attached Schedule "B." The dental plan provided by the Borough shall be a twenty-five (\$25.00) deductible plan for employees and their dependents.
- J. The Borough may, at its option, change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. The Borough further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. Prior notice of intent to make the change must be made to the employees of any change in the above described benefits within 60 days.
- K. The Borough shall at their expense provide a basic Vision Care Plan for every active employee, spouse and eligible dependent. Vision Care Plan is attached as Schedule "C."

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L. **Opting-Out of Coverage.** "Employees who can certify to having health care coverage from another source, such as a spouse's employment, may elect, in writing, to opt-out of the Borough's group health insurance plan and receive a payment equal to twenty-five (25%) percent of the applicable annual premium for the insurance the employee would otherwise be eligible to receive from the Borough. The employee who opts out of the Borough's group health insurance plan will be entitled to receive the opt-out payment for each year that coverage is not provided by the Borough to the employee. Payments for opting out will be made on or about December 1st of each year. Eligible employees may elect to re-enroll in the plan during the yearly open enrollment period or immediately if the employee becomes ineligible for coverage through their spouse's insurance plan due to a life event. In the event of re-enrollment, the employee's entitlement to opt-out payment shall be prorated for that portion of the year the employee was not covered by the Borough's insurance. This opt-out shall not apply to employees whose spouses are also employed by the Borough and receive their health insurance from the Borough. An employee opting out shall be deemed to have opted out of all Borough provided health insurance, including dental and eye care in addition to the basic health insurance coverage and any other type of health insurance care offered by the Borough.

For the purpose of this regulation the term "life event" shall be defined as the death or disability of the employee's spouse, termination of the employee's spouse's employment, or the dissolution of the employee's marriage by divorce.

M. Effective as of on or about June 1, 2009, the Union agrees that the Borough may, in its discretion, elect to provide hospitalization, medical care and prescription drug benefits through a different medical provider. Specifically, the Borough may provide hospitalization insurance which includes traditional coverage, preferred provider organization and health maintenance organization through New Jersey State Health Benefits Plan, as exists or as modified by the State Health Benefit Program (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Program, for all employees and eligible dependents covered by this Agreement.

These coverages shall replace the coverages previously provided under Sections A. (1) and (2) and Section B. of this Article.

Further, the Borough may also provide its Prescription Plan through the State Health Benefit Plan.

Co-pays for generic prescriptions are currently three dollars (\$3) and ten dollars (\$10) for brand name prescription (per current State Health Benefit rates) and are subject to future additional changes to reflect the then applicable State Health Benefit Plan prescription co-pays.

Further, **the Borough may, at its option, change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents is substantially similar.** The Borough further

reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. Prior notice of intent to make the change must be made to employees of any change in the above described benefits within 60 days.

ARTICLE SEVENTEEN
CLOTHING ALLOWANCE

- A. The Borough shall continue to furnish uniforms as heretofore.
- B. Non-uniformed members of the department shall receive the sum of Six Hundred (\$600.00) Dollars annually as a clothing allowance

These monies shall be made available to the members upon a receipt turn-in basis.

- C. Personal property damaged in the line of duty shall immediately be reported to the duty sergeant; upon confirming investigation by the Borough the employee shall receive compensation in an amount not to exceed two hundred dollars (\$200.00) per item. A proof of cost must also be submitted by the employee who is reporting the loss or damage.
- D. Summer detectives, non-uniformed, and not already receiving a clothing allowance, shall receive one hundred (\$100.00) dollars annually as a clothing allowance. This money shall be made available to said individuals on a receipt turn-in basis.
- E. The Borough agrees to replace bullet proof vest upon the expiration of the warranty period on the currently supplied vest with a Level 3A Threat Vest. An Officer can elect to purchase a different vest with the Officer paying any additional cost. Officers receiving a vest may be required to wear same while on duty in accordance with Departmental Orders/Directives issued from time to time by the Chief of Police. Failure to wear vest in accordance with the Departmental Orders/Directives may be grounds for disciplinary action.

F. The Borough also agrees to reimburse each employee up to eighty (\$80.00) dollars per year towards the cost of shoes on a receipt turn-in basis.

ARTICLE EIGHTEEN

TERMINAL LEAVE

- A. Employees who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at a rate of four (4) working days for each calendar year of service. Added to such leave shall be any compensatory time off and vacation time due which is owed to the retiring employee. Terminal leave shall be computed retroactive to January 1, 1970. An employee must be employed a minimum of ten (10) years before becoming eligible to receive terminal leave payments as set forth above.
- B. Employees who retire, upon six months' prior written notice to the Borough, shall receive payment for terminal leave, accrued vacation and compensatory time in a lump sum. Employees who elect to receive a lump sum cash payment for terminal leave, sick leave or any other compensation due at retirement, must notify the Borough of their choice prior to the adoption of the annual budget. Failure to do so will result in payment being made after the adoption of the following year's budget. The Borough agrees to make reasonable efforts to include said payment in the temporary budget.

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ARTICLE NINETEEN

FUNERAL LEAVE

- A. In the event of a death in the employee's immediate family, he shall be granted time off from the day of death up to and including the day of the funeral, but in no event to exceed five (5) days.
- B. Immediate family for purposes of Paragraph "A" shall be defined as follows:
Spouse, child, stepchild, parent, brother, sister, stepmother, stepfather, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law, brother-in-law, aunt, uncle, legal guardian, child's spouse and relative living under the same roof.
- C. In the event the employee requires additional time off for personal reasons, such time off may be granted upon request to the Chief of Police.
- D. In the event of a death of a niece or nephew or member of an employee's immediate family or member of spouse's immediate family (as defined above), said employee will be permitted to attend the funeral. The time off granted for the funeral of a niece or nephew, or member of spouse's immediate family (as defined above) will be charged to time accumulated by the employee and not charged to funeral leave time off under this paragraph. This time off is not to exceed five (5) days.



ARTICLE TWENTY

MILITARY LEAVE

Any employee called into the armed forces of the United States of America during a national emergency or drafted shall be given all the protection of applicable laws and leave of absence shall be granted, in accordance with the applicable laws.

ARTICLE TWENTY-ONE

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department supervisory staff and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation of adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Borough.

C. Procedure

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety



unless any step is waived by mutual consent:

a. **Step One**

(1) An employee shall constitute action under the provisions hereof within fifteen (15) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance.

(2) The supervisor shall render a decision within five (5) working days after receipt of the grievance.

b. **Step Two**

(1) In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed on forms supplied by the Borough, file his complaint with the Chief of Police or his representative within five (5) working days following the determination by the supervisor.

(2) The Chief of Police or his representative shall render a written decision on the grievance form within five (5) working days from the receipt of the complaint to the employee.

c. **Step Three**

(1) In the event the grievance has not been resolved at step two, then within five (5) working days following the determination of the Chief of Police the matter may be submitted to the Business Administrator.

(2) The Business Administrator shall review the matter and make a determination within ten (10) working days from the receipt of the complaint.

d. **Step Four - Arbitration**

(1) Either party may refer the matter to the Public Employment Relations Commission within thirty (30) calendar days after the determination of the Business Administrator. An arbitrator shall be selected under the rules of the Public Employment Relations Commission.

(2) The arbitrator shall be bound and governed by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(3) The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any additional costs shall be paid by the party

incurring same.

- D. Nothing herein shall prevent any employee from processing his own grievance, provided the Association may be present at any scheduled hearing and further provided that no settlement with any such individual employee shall violate this Agreement.
- E. The P.B.A. representative shall be released from duty to participate in official steps of the grievance procedure and shall suffer no loss of regular pay thereby.



ARTICLE TWENTY-TWO

QUALIFICATION FOR EMPLOYMENT AND ADVANCEMENT

- A. Advancement will be in accordance to rank in ascending order. Patrolman are required to have three (3) years of permanent employment with this department to qualify for advancement to sergeant.
- B. Other advancement will be from Sergeant to Lieutenant, from Lieutenant to captain as set forth in the Avalon Police Department Manual.
- C. Any employee hired after January 1, 1986 must not voluntarily terminate his employment with the Avalon Police Department to take another position for a period of two (2) years. If employment is voluntarily terminated within a two (2) year period after completion of a certified police academy, the employee will repay the Borough of Avalon the cost of tuition, room and board, travel expenses, all special uniforms and supplies while in training, and all salary and benefits paid while in training. Each new employee will sign an agreement with the Borough of Avalon so stating. This clause shall not apply to employees hired through the State's alternative route plan.

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ARTICLE TWENTY-THREE
COMMENDATION AND HONORABLE MENTION

At the discretion of the Chief of Police, compensatory time for the following rewards shall be granted:

1. For Honorable Mention - one (1) day.
2. For Commendation - two (2) days.

ARTICLE TWENTY-FOUR
PERMISSION TO LEAVE THE BOROUGH

The employee may leave the Borough during time off without receiving permission unless instructed otherwise at any specific emergency situation.

JB

ARTICLE TWENTY-FIVE

PATROL CARS

The Borough agrees to provide air-conditioned cars with AM radios and rear window defrosters. When police package makes it available, an FM radio will be included.

JB

ARTICLE TWENTY-SIX

DEFECTIVE VEHICLES

- A. Responsibility for defective vehicles shall remain with all squad Sergeants, who shall daily insure that said vehicles are in good operating condition.
- B. It shall be the obligation of the police officers assigned to a vehicle to change flat tires in the event there are no service station facilities available and the municipal garage is not available to perform this service.

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ARTICLE TWENTY-SEVEN

SALARIES

A. The following wage increases shall be made during the term of this Agreement:

Effective January 1, 2009	3.4%
Effective January 1, 2010	Create Step 9 on Wage Guide Step 8 plus \$300 and increase by 3.4% all other steps 3.4% across the Board
Effective January 1, 2011	Step 9 plus \$300 increased by 3.5% all other steps 3.5% across the Board
Effective January 1, 2012	3.5%

B. Base wage rates for employees covered by this Agreement shall be as set forth on Schedule A (the "Wage Guide") annexed.

C. Exclusive of salary, detectives shall receive an annual stipend of \$300.00 for said assignment.

D. Meals purchased while on official Borough business outside of the Borough of Avalon shall be reimbursed in accordance with Borough policy.

E. The amount of each payroll check shall be determined by dividing the yearly salaries of each employee by the number of pays in that calendar year. For example, in the normal year where there are 26 pays, the employees' yearly salaries shall be divided by 26 to determine the employees' pay for each pay check. In the unusual year where there are 27 pays, the employees' salaries shall be divided by 27 to determine the pay for each paycheck.

ARTICLE TWENTY-EIGHT

LONGEVITY

- A. In addition to salary, employees shall receive longevity pay to be computed at two percent (2%) of the employee's base pay for every four (4) years of service to a maximum of twelve percent (12%). Longevity pay shall be computed from the original date of full time employment.
- B. Longevity does not apply to employees hired after January 1, 1995.



ARTICLE TWENTY-NINE

PROBATIONARY PERIOD

- A. Probationary employees shall be governed by Borough ordinance 5:2-1_of the revised General Ordinances of the Borough of Avalon.
- B. When an employee advances in rank, the employee will serve a probationary period of one (1) year in that rank before being made permanent. If an employee is reduced in rank or terminated within the first six (6) months of the probationary period, he shall have no recourse to the grievance procedure.

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ARTICLE THIRTY

SAVINGS BONDS

Upon proper written authorization, the Borough shall deduct appropriate amounts so specified by the employee from his paycheck to be used in purchasing savings bonds for said employee.

ARTICLE THIRTY-ONE

COURT TIME AND JURY DUTY

COURT TIME

- A. Should it become necessary for an employee to appear in court on official Borough business during other than regular work hours, he shall be paid as follows:
1. For a county, superior court, or agency hearing, he shall receive time and one-half pay for each hour in court, or compensatory time, with two (2) hour minimum guarantee.
 2. For municipal court, he shall receive a minimum of two (2) hours at time and one-half pay or compensatory time.
- B. The Borough may require a police officer to issue traffic summonses returnable on a day on which that police officer will be on duty.
- C. If an employee is required to be in court past his normal tour of duty, he shall be compensated for such time at the rate of time and one-half and shall not receive a minimum of two (2) hours.

JURY DUTY

- A. A permanent employee who loses time from his job because of Jury Duty, as certified by the Clerk of the Court, shall be paid by the Borough the difference between his hourly rate of pay for eight (8) hours and the daily jury fee, subject to the following conditions:
1. The employee shall provide the Borough a copy of all Jury Duty notices immediately.

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2. When jury service is cancelled, postponed or completed on any day prior to 1:00 p.m., the employee is required to telephone the Borough and report to work if requested. In the event that reporting to jury duty is by a call-in system, an employee notified that he or she is not required for jury duty must report to work
3. Time absent from work for the Borough because of jury service will not be considered time worked for purposes of computing overtime.
4. The employee must notify his Supervisor immediately upon receipt of any communication regarding jury service.
5. No reimbursement of wages will be made for jury services during Borough holidays.
6. On request by the Borough, adequate proof must be presented of time served on a jury and the amount received for such services.
7. An employee who volunteers for jury duty in any manner whatsoever shall not be eligible for compensation from the Borough..

ARTICLE THIRTY-TWO

MUTUAL COOPERATION PLEDGE

- A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or will full absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other illegal job action against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.
- B. In the event of any strike, slowdown, walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.
- C. The Association will actively discourage and take whatever affirmative steps are necessary to prevent or terminate any strike work stoppage, slowdown, walkout, or other illegal job action against the Borough.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its

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members.

- E. An employee shall not be reprimanded in such a manner as shall cause him public embarrassment.
- F. All reprimands shall be delivered through the chain of command.
- G. An employee shall not be disciplined without just cause.

ARTICLE THIRTY-THREE
COLLEGE INCENTIVE PROGRAM

- A. Police officers hired before January 1, 1984 shall receive \$15.00 per credit added to their annual salary for credits successfully completed at an accredited institution of higher learning in law enforcement or in courses leading to a degree in law enforcement or police science, up to a maximum of sixty-three (63) credits. Employees who have an associate's degree in law enforcement or police science shall receive \$1,000.00, and for a bachelor's degree in law enforcement or police science shall receive \$1,500.00.
- B. The Borough agrees to pay employees hired after January 1, 1984 an annual stipend of \$750.00 for a bachelor's degree in law enforcement or police science or \$500.00 for an associate's degree in one of the same.
- C. The Borough shall compute said credits annually during the month of December and make said payment in a lump sum with the first regular pay in December of the current year.

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ARTICLE THIRTY-FOUR
FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all 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.
- B. The parties acknowledge that there are matters which remain in dispute as to their negotiability. The parties reserve their right to petition the Public Employees Relations Commission for a determination of same.



ARTICLE THIRTY-FIVE

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. In the event any provision providing a direct economic benefit is declared invalid, the parties agree to negotiate a provision in replacement thereof.

ARTICLE THIRTY-SIX

TERM AND RENEWAL

This Agreement shall have a term from January 1, 2009 through December 31, 2012. If the parties have not executed a successor agreement by December 31, 2011, then this Agreement shall continue in full force and effect until a successor agreement is executed.

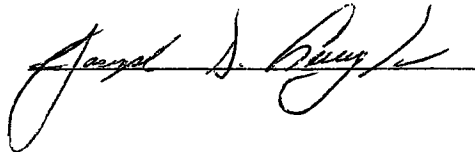
Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

Borough of Avalon
County of Cape May, New Jersey


Local #59 of the New Jersey
State Policeman's Benevolent
Association



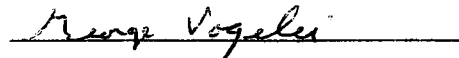
Mayor Martin Paglugh

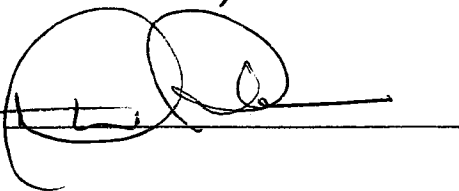


Attest:




Borough Clerk





Attest:



Attest:

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GRUCCIO, PEPPER, De SANTO & RUTH, P.A.
817 EAST LANDIS AVENUE, VINELAND, NEW JERSEY 08360

SCHEDULE B

DENTAL EXPENSE BENEFIT

<u>Preventative Services:</u>	80% of Usual, Customary and Reasonable Charges
<u>Restorative Services:</u>	80% of Usual, Customary and Reasonable Charges
<u>Major Services:</u>	50% of Usual, Customary and Reasonable Charges
<u>Orthodontic Services*:</u>	50% of Usual, Customary and Reasonable Charges
<u>Deductible:</u>	\$25.00 per person per calendar year
<u>Maximum Benefit:</u>	\$1,000 per person per calendar year. \$1,000 per Lifetime for Orthodontia Services

*Orthodontic Services only apply to Dependent Children less than 19 years of age.

SCHEDULE C

Vision Care Plan General Information

Horizon Eye Care is a health care organization with the purpose of providing excellence in eye care to the people of Atlantic, Cape May and Ocean Counties. The practice is centered around three board certified ophthalmologists, and one board certified optometrist who provide comprehensive eye care. Offices with retail optical shops are located as follows:

76 West Jimmie Leeds Road
Galloway, NJ 08201
609-652-300
(Across from Mainland Medical Center)

9701 Ventnor Avenue
Margate, NJ 08402
609-822-4242

655 Route 72
Manahawkin, NJ 08050
(Within one quarter mile of Garden State Parkway Exit)

2401 Bay Avenue
Ocean City, NJ 08226

14 Village Drive
Cape May Court House
609-465-7100

Offices are open weekdays, some evenings, and every other Saturday for routine eye care. Doctors are on call 24 hours a day for emergencies. Patients are seen by appointment.

Benefit Information

On an annual basis each eligible covered member of the vision program will receive the following benefits:

- One Routine Eye Exam
- One Frame for Spectacles
Retail value up to \$69.95
- One Pair of Standard Plastic Lenses with Ultraviolet and Scratch Protection
Single Vision, Spherical Vision, Flat TOP or TK Bifocal
Flat Top or TK Trifocal
Non prescription eyeglasses (sun or regular) are not covered

In lieu of eyeglasses the covered member may choose contact lenses as follows:

- One supply Daily Wear, Extended Wear, or Soft Spherical Contact Lenses
Annual retail value up to \$65.00

Or for covered members wearing astigmatic, bifocal, color, or custom lenses:

- One yearly credit of \$25.00 per eye, not to exceed \$50.00 for both eyes
towards the purchase of such lenses

The patient is responsible for any charges over the benefit amount stated above. By way of example, should the covered member desire designer frames with retail cost of \$90.00, this member agrees in this instance to pay Horizon Eye Care \$20.05. This represents the difference between the frames benefit under the contract of \$69.95 and the retail price of the frames. Similar examples could be given for each product if requested by the member.