

Resolution Adopted on August 6, 2007

RESOLUTION

WHEREAS, the Mayor and Council of the Borough of Little Silver have negotiated an agreement with the Little Silver Police, P.B.A. Local 359; and

WHEREAS, said agreement contains the terms and conditions of employment and the health and welfare benefits to be provided by the Borough of Little Silver to the Little Silver Police Department members of P.B.A. Local 359 for the years 2007, 2008, 2009, and 2010;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Little Silver that the Mayor and Borough Clerk are hereby authorized to enter into the agreement as negotiated on behalf of the Borough of Little Silver with the Little Silver Police Department members of P.B.A. Local 359 for the years 2007, 2008, 2009 and 2010.

AGREEMENT

Between

BOROUGH OF LITTLE SILVER

And

LITTLE SILVER PBA LOCAL 359

JANUARY 1, 2007 THROUGH AND INCLUDING DECEMBER 31, 2010

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PREAMBLE

This Agreement entered into this _____ day of _____, 2007, by and between the Borough of Little Silver in the County of Monmouth, Municipal Corporation of the State of New Jersey, hereinafter called the "Borough" and the Little Silver PBA Local 359, hereinafter called the "Union", or the "employee", or "employees", represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE I

SEVERABILITY AND SAVINGS CLAUSE

In the event that any provisions of this Agreement between the parties shall be held by operation of law or by a Court or Administrative Agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect.

ARTICLE II

RECOGNITION

The Borough of Little Silver hereby recognizes the Little Silver PBA Local 359 as the sole and exclusive representative and bargaining agent for the following employees of the Borough of Little Silver; all full-time patrolmen (including probationary patrolmen), sergeants, lieutenants and captains or such other ranks as may be created by the Mayor and Council from time to time, for the purposes of collective negotiations concerning salaries, benefits, working conditions, procedures for the adjustments of disputes and grievance and other matters related to the terms and conditions of employment. The Little Silver PBA Local 359 is hereinafter referred to as either the "Union"; "police officers"; "policeman"; and/or "employee". References above shall refer to both male and female police officers.

ARTICLE III

NEGOTIATIONS PROCEDURES

SECTION 1: Collective negotiations with respect to negotiable terms and conditions of employment shall be conducted by the duly authorized negotiating agents of each of the parties.

SECTION 2: Collective negotiating meetings shall be held at times and places mutually convenient at the request of either party.

SECTION 3: This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

SECTION 4: The parties shall equally share the costs of printing sufficient copies of this Agreement.

SECTION 5: The PBA Negotiating Representatives shall submit all requested changes or modifications to the contract in writing at the first meeting. The Borough Negotiating Representatives shall respond in writing with a counter offer at the second meeting.

ARTICLE IV

NON-DISCRIMINATION CLAUSE

Neither the Borough nor the Union shall discriminate against any police officer on the basis of race, creed, color, sex, ancestry, religion, national origin, age, membership or non-membership in the Union or on the basis of a police officer's institution of a grievance under the terms of this Collective Bargaining Agreement.

ARTICLE V
SALARIES (EMPLOYEES HIRED PRIOR TO JANUARY 1, 1999)

Effective January 1, 2007, salaries shall be increased by 4.00% across the board:

Captain	\$96,363.00
Lieutenant	\$90,910.00
Sergeant	\$85,763.00
Patrolman (4 Years)	\$80,908.00
Patrolman (3 Years)	\$70,428.00
Patrolman (2 Years)	\$61,276.00
Patrolman (1 Year)	\$52,961.00
Probationary Patrolman	\$40,721.00
Academy Trainee	\$32,819.00

Effective January 1, 2008, salaries shall be increased by 4.00% across the board:

Captain	\$100,218.00
Lieutenant	\$94,546.00
Sergeant	\$89,193.00
Patrolman (4 Years)	\$84,144.00
Patrolman (3 Years)	\$73,245.00
Patrolman (2 Years)	\$63,727.00
Patrolman (1 Year)	\$55,079.00
Probationary Patrolman	\$42,350.00
Academy Trainee	\$34,132.00

Effective January 1, 2009, salaries shall be increased by 4.00% across the board:

Captain	\$104,227.00
Lieutenant	\$98,328.00
Sergeant	\$92,761.00
Patrolman (4 Years)	\$87,510.00
Patrolman (3 Years)	\$76,175.00
Patrolman (2 Years)	\$66,276.00
Patrolman (1 Year)	\$57,283.00
Probationary Patrolman	\$44,044.00
Academy Trainee	\$35,497.00

Effective January 1, 2010, salaries shall be increased by 4.00% across the board:

Captain	\$108,396.00
Lieutenant	\$102,261.00
Sergeant	\$96,471.00
Patrolman (4 Years)	\$91,010.00
Patrolman (3 Years)	\$79,222.00
Patrolman (2 Years)	\$68,927.00
Patrolman (1 Year)	\$59,574.00
Probationary Patrolman	\$45,806.00
Academy Trainee	\$36,917.00

SALARIES (EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1999)

Effective January 1, 2007, salaries shall be increased by 4.00% across the board:

Captain	\$96,363.00
Lieutenant	\$90,910.00
Sergeant	\$85,763.00
Patrolman (6 Years)	\$80,908.00
Patrolman (5 Years)	\$74,498.00
Patrolman (4 Years)	\$68,089.00
Patrolman (3 Years)	\$61,679.00
Patrolman (2 Years)	\$55,270.00
Patrolman (1 Year)	\$48,861.00
Probationary Patrolman	\$40,721.00
Academy Trainee	\$32,819.00

Effective January 1, 2008, salaries shall be increased by 4.00% across the board:

Captain	\$100,218.00
Lieutenant	\$94,546.00
Sergeant	\$89,193.00
Patrolman (6 Years)	\$84,144.00
Patrolman (5 Years)	\$77,478.00
Patrolman (4 Years)	\$70,812.00
Patrolman (3 Years)	\$64,146.00
Patrolman (2 Years)	\$57,481.00
Patrolman (1 Year)	\$50,816.00
Probationary Patrolman	\$42,350.00
Academy Trainee	\$34,132.00

Effective January 1, 2009, salaries shall be increased by 4.00% across the board:

Captain	\$104,227.00
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Lieutenant	\$98,328.00
Sergeant	\$92,761.00
Patrolman (6 Years)	\$87,510.00
Patrolman (5 Years)	\$80,577.00
Patrolman (4 Years)	\$73,645.00
Patrolman (3 Years)	\$66,712.00
Patrolman (2 Years)	\$59,780.00
Patrolman (1 Year)	\$52,848.00
Probationary Patrolman	\$44,044.00
Academy Trainee	\$35,497.00

Effective January 1, 2010, salaries shall be increased by 4.00% across the board:

Captain	\$108,396.00
Lieutenant	\$102,261.00
Sergeant	\$96,471.00
Patrolman (6 Years)	\$91,010.00
Patrolman (5 Years)	\$83,800.00
Patrolman (4 Years)	\$76,591.00
Patrolman (3 Years)	\$69,381.00
Patrolman (2 Years)	\$62,171.00
Patrolman (1 Year)	\$54,962.00
Probationary Patrolman	\$45,806.00
Academy Trainee	\$36,917.00

SALARIES (EMPLOYEES HIRED AFTER MARCH 15, 2004)

Effective January 1, 2007, salaries shall be increased by 4.00% across the board:

Captain	\$96,363.00
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Lieutenant	\$90,910.00
Sergeant	\$85,763.00
Patrolman (7 Years)	\$80,908.00
Patrolman (6 Years)	\$74,898.00
Patrolman (5 Years)	\$68,886.00
Patrolman (4 Years)	\$62,875.00
Patrolman (3 Years)	\$56,864.00
Patrolman (2 Years)	\$50,853.00
Patrolman (1 Year)	\$44,842.00
Probationary Patrolman	\$38,830.00
Academy Trainee	\$32,819.00

Effective January 1, 2008, salaries shall be increased by 4.00% across the board:

Captain	\$100,218.00
Lieutenant	\$94,546.00
Sergeant	\$89,193.00
Patrolman (7 Years)	\$84,144.00
Patrolman (6 Years)	\$77,894.00
Patrolman (5 Years)	\$71,642.00
Patrolman (4 Years)	\$65,390.00
Patrolman (3 Years)	\$59,139.00
Patrolman (2 Years)	\$52,887.00
Patrolman (1 Year)	\$46,635.00
Probationary Patrolman	\$40,384.00
Academy Trainee	\$34,132.00

Effective January 1, 2009, salaries shall be increased by 4.00% across the board:

Captain	\$104,227.00
Lieutenant	\$98,328.00

Sergeant	\$92,761.00
Patrolman (7 Years)	\$87,510.00
Patrolman (6 Years)	\$81,009.00
Patrolman (5 Years)	\$74,508.00
Patrolman (4 Years)	\$68,006.00
Patrolman (3 Years)	\$61,504.00
Patrolman (2 Years)	\$55,002.00
Patrolman (1 Year)	\$48,501.00
Probationary Patrolman	\$41,999.00
Academy Trainee	\$35,497.00
Effective January 1, 2010, salaries shall be increased by 4.00% across the board:	
Captain	\$108,396.00
Lieutenant	\$102,261.00
Sergeant	\$96,471.00
Patrolman (7 Years)	\$91,010.00
Patrolman (6 Years)	\$84,250.00
Patrolman (5 Years)	\$77,488.00
Patrolman (4 Years)	\$70,726.00
Patrolman (3 Years)	\$63,964.00
Patrolman (2 Years)	\$57,203.00
Patrolman (1 Year)	\$50,441.00
Probationary Patrolman	\$43,679.00
Academy Trainee	\$36,917.00

ARTICLE VI

LONGEVITY

SECTION 1 – EMPLOYEES HIRED PRIOR TO JANUARY 1, 1999:

In addition to the annual salary as set forth in this Agreement, each full-time officer or employee shall receive by way of longevity payment the sum of 3 percent of the annual salary after having served for continuous period of 5 years; the sum of 4 percent of the annual salary after having served for a continuous period of 10 years; the sum of 5 percent of the annual salary after having served for a continuous period of 15 years; the sum of 6% after having served for a continuous period of 20 years; and, effective January 1, 2005, the sum of 7% after having served for a continuous period of 25 years.

SECTION 2 – EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1999:

In addition to the annual salary as set forth in this Agreement, each full-time officer or employee shall receive by way of longevity payment the sum of 3 percent of the annual salary after having served for continuous period of 7 years; the sum of 4 percent of the annual salary after having served for a continuous period of 10 years; the sum of 5 percent of the annual salary after having served for a continuous period of 15 years; the sum of 6% after having served for a continuous period of 20 years; and, effective January 1, 2005, the sum of 7% after having served for a continuous period of 25 years.

SECTION 3 – The longevity payment by way of salary, shall be paid bi-weekly and shall be reported to the appropriate New Jersey Pension Fund, together with the annual salary as "Regular Base Salary" as part of the officer or employee's salaries. The longevity program is herein set forth for each officer or employee who is eligible on date of hire per practice and shall continue until such time as the officer or employee retires. The longevity payment shall not be compounded annually, it shall be added to the annual salary as the annual salary may be increased.

ARTICLE VII

MUTUAL AID

Employees while rendering aid to another community, at the direction of the Chief of Police or Officer in Charge, shall be fully covered by workmen's compensation and liability insurance and pension as provided by the State Law.

ARTICLE VIII

MANAGEMENT RIGHTS

SECTION 1: The Union recognizes that the Borough may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the Borough.

SECTION 2: The Borough reserves to itself sole jurisdiction and authority over matters of police and retains the right, in accordance with the Laws of the State of New Jersey to do the following:

1. To direct employees of the Borough;
2. To hire, assign, promote, transfer and retain employees covered by this Agreement with the Borough or to suspend, demote, discharge, or take disciplinary action against employees for just cause;
3. To make work assignments, work and shift schedules including overtime and/or compensatory time assignments;
4. To maintain the efficiency of the Borough operations entrusted to them;
5. To determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE IX

HOLIDAYS

SECTION 1: The following days shall be considered legal holidays during the term of this Agreement and compensation and time off shall be in accordance with the practices of the parties:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Election Day
Thanksgiving
Christmas
½ day before Christmas Day
½ day before New Year's Day

SECTION 2: No less than seven (7) holidays shall be paid at straight time and paid by a separate check with no deductions taken for pension or loans in the last pay in November. In addition, any combination of the second seven (7) holidays may be scheduled as compensatory time with the prior approval of the Chief or may be paid at straight time in the last pay in November at the election of the individual officer. Each officer must notify the Chief or his designee prior to the submission of payroll in November.

ARTICLE X

SICK LEAVE

SECTION 1: Sick leave is defined as any authorized absence from duty with full pay because of illness or accident to an employee or an immediate family member (spouse, child, stepchild or foster child) not arising out of an employee's course of employment.

SECTION 2: Permanent full-time employees on an annual salary shall be granted sick leave with pay according to the following schedule:

During the first calendar year of employment, one (1) working day for each full month of service up to a maximum of five (5) days. Thereafter, fifteen (15) days per year.

SECTION 3: Unused sick leave may be taken at full pay during the period immediately prior to retirement without meeting the requirement of Section 4 of this Article or may be paid to an officer in a lump sum immediately following his retirement in an amount not to exceed Twenty Thousand, Two Hundred Fifty Dollars (\$20,250.00). An employee shall provide notice of the date of intended regular retirement by December 31st of the prior year in order to receive the unused sick leave benefit. Employees forced to retire early due to illness or injury are not subject to this notification.

SECTION 4: The Police Chairman or the Police Chief may require a certificate from a licensed physician as proof of illness in any case wherein the time requested exceeds five (5) working days. An employee must promptly notify the Chief of Police or Officer in Charge of his intended absence from work under this section. Notification shall be made before the employee's usual starting time, except in such case where, because of the emergent nature of the illness, notification cannot be made as herein set forth.

ARTICLE XI

BEREAVEMENT LEAVE

SECTION 1: Up to seven consecutive days shall be granted for bereavement leave in case of death in the immediate family of an employee. Any reasonable proof required by the Chief of Police shall be sufficient to grant time off with pay through the day of the funeral and as necessary as approved travel time. Immediate family shall be defined to consist of spouse, child, stepchild or foster child.

SECTION 2: Up to five consecutive days shall be granted for bereavement leave in case of death in the extended family. Extended family shall be defined to consist of mother, father, step-mother, step-father, father-in-law, mother-in-law, grandchild, brother, sister, sister-in-law, brother-in-law, grandparent and step-grandparent.

SECTION 3: One day shall be granted for bereavement leave in the event of a death of an "additional extended family" member. "Additional extended family" shall be defined to consist of aunt, uncle niece, nephew and first cousin.

ARTICLE XII

AUTOMOBILE USE AND MEAL ALLOWANCE

SECTION 1: Employees who are required to use their own cars for authorized travel and scheduled by the Chief, shall be compensated for mileage at the IRS standard rate plus any tolls and parking charges, when accompanied by receipts.

SECTION 2: Employees shall be entitled to reimbursement for reasonable expenses for meals when on Borough business and out of town during meal time and at a reasonable rate as established by the Chief of Police.

ARTICLE XIII

CLOTHING ALLOWANCE

SECTION 1: The Borough shall establish a line item budget in the amount of \$1,100.00 per officer in 2007, \$1,150.00 per officer in 2008, \$1,200.00 per officer in 2009, and \$1,250.00 per officer in 2010 identified for uniform replacement. This account shall be dedicated for uniform replacement until October 1. The Chief shall administer these funds.

SECTION 2: New police officers will be issued a one time uniform allowance in accordance with guidelines established by the Chief of Police up to a total of two thousand three hundred dollars (\$2,300) in 2007; effective January 1, 2008 the total shall be \$2,600; and, effective January 1, 2009 the total shall be \$3,000. The uniform allowance shall follow the schedule established in Section 1 of this Article, thereafter.

ARTICLE XIV

EDUCATIONAL CREDITS

In addition to the annual salary, each full time officer shall receive by way of educational credit payment: \$500 for an Associates Degree or equivalent number of credits (60 hours); \$500 additional for a Bachelors Degree for a total of \$1,000; and \$500 additional for a Masters Degree for a total of \$1,500.

The educational credit shall be paid in addition to the base salary, shall be paid bi-weekly and shall be reported to the appropriate New Jersey Pension Fund together with the annual salary.

Employees hired after March 15, 2004 shall, if qualified, receive the educational credit payment set forth above upon completion of one (1) year's service to the Borough or within thirty (30) days after earning the appropriate degree and submitting proof of degree to the Borough. The educational credit payment shall be a one-time payment for each degree earned and shall not be reflected in base salary.

ARTICLE XV

DENTAL INSURANCE

The present practices and coverage benefits as provided under Horizon Blue Cross/Blue Shield shall be continued in full force and effect for the duration of this Agreement. However, the Borough may provide dental insurance coverage through another carrier or provider as long as benefit levels are equal to or better to what is presently contracted for under Horizon Blue Cross/Blue Shield. An employee who is a regular full-time employee and all eligible dependents (as defined in the most recent explanation of the Health Benefits Booklet and that provided by the State Health Benefits Commission) of said employee shall be covered under the Dental Insurance Program subject to applicable deductions inherent in the plan.

The PBA shall have the right to appoint an Insurance Liaison who along with the PBA President (or his designee) will remain informed by the Borough Administrator during the insurance bidding process and foster communication between the Borough, the potential insurance carrier and the PBA.

After an insurance carrier has been retained, the Insurance Liaison will remain informed about coverage options and have access to the insurance carrier in order to handle questions or complaints.

ARTICLE XVI

CPR CARD INCENTIVE

SECTION 1: It shall be mandatory for each police officer to take a CPR certification course, which includes a defibrillator certification.

SECTION 2: Each police employee who presents to the Borough Administrator a valid CPR card with defibrillator certification during the calendar year shall receive a \$100.00 one-time payment from the Borough of Little Silver for that calendar year.

SECTION 3: In the case that defibrillator certification classes for non-EMT officers are not offered by the State of New Jersey or the case that the borough of Little Silver does not supply the Little Silver Police Department with Defibrillator units in the patrol vehicles then payment for CPR certification shall be made from the following schedule:

2007: \$75.00
2008: \$75.00
2009: \$75.00
2010: \$75.00

No provisions for partial payment shall be made in the event that the conditions of this section are carried out by both the Borough and the State and a full-time officer does not hold both certifications.

ARTICLE XVII

HOSPITAL MEDICAL INSURANCE COVERAGE

SECTION 1: The present practice and coverage for health insurance as provided by the Borough under Horizon Blue Cross/Blue Shield shall continue for the duration of this Agreement. However, the Borough may provide medical insurance coverage through another carrier or provider as long as benefits levels are equal to or better than what is presently contracted for under Horizon Blue Cross/Blue Shield.

The PBA shall have the right to appoint an Insurance Liaison who along with the PBA President will remain informed by the Borough Administrator during the insurance bidding process and foster communication between the Borough, the potential insurance carrier and the PBA.

After an insurance carrier has been retained, the Insurance Liaison will remain informed about coverage options and have access to the insurance carrier in order to handle questions or complaints.

SECTION 2: New hires to the Department (those hired after May 1, 2007) shall have the HMO plan that is in effect for all other officers. If a new hire elects to receive coverage through the traditional medical plan that is provided to other officers, the new hire shall pay the difference between the traditional plan and the HMO plan. This cost shall be deducted in regular intervals from the new hire's payroll check in a manner established by the Borough.

ARTICLE XVIII

RETIRED MEMBERS' HEALTH AND DENTAL BENEFITS

SECTION 1: The current practices shall be maintained to the extent that retirees currently may qualify for continuation of the health and dental insurance program. It is expressly understood that the current program is not expanded nor increased as a result of this provision.

In the event a retired officer dies, his/her spouse, children and other eligible family members shall be afforded, at the survivor's expense, the opportunity to be covered by the municipal health and dental insurance until such time as the spouse remarries and/or children reach an age at which time coverage would normally expire.

ARTICLE XIX

MILITARY LEAVE

SECTION 1: The Borough shall comply with all appropriate requirements of law with respect to military leave.

ARTICLE XX

PERSONNEL RECORDS

SECTION 1: The Chief of Police shall maintain the official personnel records for the Police Department. An employee covered by this collective bargaining agreement shall have the right to examine the individual employee's personnel file at reasonable time. An employee shall have the further right to rebut in writing any derogatory material included in the personnel file. Employees shall be limited to reviewing their files during regular business hours. The content of the personnel files shall be kept confidential. It is expressly understood that certain information that may exist of a confidential nature that would not be appropriate to reveal to the employee shall be maintained confidential.

ARTICLE XXI

UNION BUSINESS LEAVE

SECTION 1: The Union's President; Delegate and Alternate Delegate shall be granted time off to attend the main convention of the New Jersey State PBA. The Union's President and Delegate shall be granted time off to attend the mini-convention of the New Jersey State PBA. One delegate shall be permitted to attend PBA, State and County meetings.

SECTION 2: All time granted off herein shall be without loss of pay or other benefits.

ARTICLE XXII

GRIEVANCE PROCEDURE

A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

B. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee know or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Borough until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the officer involved and the PBA representative with the Chief of Police designated by the Borough. The answer shall be in writing and made within five (5) days by such Chief of Police to the officer(s) and the PBA.

STEP TWO:

If the grievance is not settled through Step One, the same shall, within five (5) working days, be reduced to writing by the PBA or the officer(s) and submitted to the Borough Administrator, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the officer(s) and the PBA within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two, then the officer(s) or PBA shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the Mayor and Council. A written answer to such grievance shall be served upon the officer and the PBA within twenty-one (21) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three, then the aggrieved shall have the right, within five (5) working days to pursue all legal remedies afforded the police officer(s).

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the law, then the PBA shall have the right within five (5) working days, to submit such grievance to an Arbitrator. The Arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission. The Arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The Arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own cost of the arbitration but the costs of the Arbitrator shall be borne by the Borough and the PBA equally.

The PBA President, or his/her authorized representative, may report an impending grievance to the Mayor in an effort to forestall its occurrence.

E. Nothing herein shall prevent any officer(s) from processing his/her own grievance, provided a PBA representative may be present at the PBA's discretion as observer at any hearing on the officer's grievance.

F. WORK STOPPAGES: Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the PBA agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the Borough's facilities.

G. Disciplinary action including up to termination of employment of probationary officers shall not be subject to challenge in the grievance and arbitration procedure. Minor discipline (less than five (5) days suspension) and reprimands written or verbal shall be subject to grievance.

ARTICLE XXIII

VACATIONS

Full time, regular employees will receive vacations with pay as follows:

SECTION 1: Any employee, who, by September 30th of the vacation year, and who has the number of years seniority set forth below, shall receive the following amount of vacation:

11 full months, but less than 3 years	10 days
3 years	11 days
4 years	12 days
5 years	13 days
6 years	14 days
7 years	15 days
8 years	16 days
9 years	17 days
10 years	18 days
11 years	19 days
12 years	20 days
13 years	21 days

14 years	22 days
15 years	23 days
16 years	24 days
17 years	25 days

SECTION 2: Vacation year is defined as that calendar year in which the vacation is to be taken.

SECTION 3: In the event an employee is terminated for any reason after 12 months of service, he shall receive any earned or vacation allowance pro-rated on the basis of 1/12 his vacation eligibility for each full month of services from the preceding September 30th to date of separation.

(a) If an official holiday falls during an employee's vacation period, an additional day of vacation will be granted in lieu of the holiday.

(b) All vacations must be taken during the current year and may neither be accumulated nor taken consecutively with other vacation time, except by special approval of the Borough Council.

(c) Only employees working twenty hours or more per week on an annual basis, on a weekly schedule approved by the Borough Council shall be eligible for vacation benefits.

(d) In order that employees may receive the maximum benefit from their vacations, not more than one-half of vacation may be taken one or two days at a time.

(e) All vacations must be scheduled and approved by the Chief of Police. It is his responsibility to schedule individual vacations so that the activities of the Borough will be carried on with a minimum of interruption and inconvenience. Employees with seniority will be given first preference in assignment of vacations insofar as possible.

ARTICLE XXIV

HOURS OF WORK AND VOLUNTARY SHIFT SWAPS

SECTION 1: Hours of work for employees covered by this Collective Bargaining Agreement are as designated in the Department work schedule. The current practices shall be continued for the duration of this Agreement.

SECTION 2: Voluntary shift swaps shall be permitted with notice to the Chief as required by the Chief not to exceed 72 hours, provided no overtime cost is incurred and subject to the Chief's approval. Approval shall not be unreasonably withheld on condition that staffing requirements permit.

SECTION 3: Effective January 1, 2005, the Borough may require officers to work one additional 8-hour day per year as may be required by the Attorney General and/or the Monmouth County Prosecutor requirements for training and/or firearms certification.

ARTICLE XXV

OVERTIME AND COMPENSATORY TIME;
COURT TIME; AND CALL-IN MINIMUM

SECTION 1: Overtime shall be earned when an officer is made to work beyond his/her tour of duty.

SECTION 2: Effective January 1, 1993, court time shall be paid in cash or compensatory time at the option of the officer, calculated at time and one-half for such time with a minimum of two (2) hours, subject to the calculation of time and one-half.

SECTION 3: Minimum call-in time shall be two (2) hours at time and one-half payable in cash or compensatory time at the officer's discretion.

ARTICLE XXVI

PERSONAL DAYS

Effective January 1, 1998 each officer shall be entitled to three (3) personal days with pay. Effective January 1, 1999, one such personal day shall be a "guaranteed" day off. This day off shall be granted regardless of manpower needs of the shift requested. Only one guaranteed day per date shall be granted on a seniority basis. Overtime shall be paid if necessary to cover this request. The officer shall make written application to the Chief who shall approve the leave subject to staffing requirements on not less than seven days advance notice.

ARTICLE XXVII

SPECIAL DUTY ASSIGNMENTS

SECTION 1: Special duty assignments shall be defined as employment of a police officer by an independent contractor, including private and public entities, for the performance of police-related duties.

SECTION 2: Officers engaged in special duty assignments shall be deemed on-duty and shall conform to all police department rules, regulations and procedures. All agreements for special duty assignments shall be contracted for in writing between the Borough and the independent contractor. Effective with the implementation of this Agreement, all compensation for special duty assignments shall be paid directly to the Borough and distributed to the officers through the Borough payroll system.

SECTION 3: Any and all special duty assignments shall be distributed by the Chief of Police or his designee on a voluntary basis to all officers by seniority. The Chief of Police, or his designee shall also be responsible to ensure that the assigned officer is properly attired, equipped and performs his duties in a competent and professional manner. The Chief of Police may assign a patrol vehicle and other police equipment for use in performing the special duty assignment if he determines said use is necessary.

It shall be the further duty of the Chief of Police to provide a properly approved bill to the special duty assignment employer and to the Chief Financial Officer on a monthly basis or more frequently if required within his discretion. A properly authorized payroll record must also be provided to the Chief Financial Officer by the Chief of Police. Said billing shall be at the rate of \$42.50 per hour, of which \$7.50 per hour shall be designated to the Borough to offset administrative and out of pocket expenses incurred by the Borough. Effective July 1, 2004, said billing shall be at the rate of \$47.50 per hour, of which \$7.50 per hour shall be designated to the Borough to offset administrative and out of pocket expenses incurred by the Borough. No administrative fees will be collected by the Borough when the Police Officer is assigned to work at an event scheduled at Red Bank Regional High School. This is due to the fact Red Bank Regional is charged a lower rate than independent contractors. Neither the hourly rate nor the administrative fee may be changed by the PBA or the Borough for the life of this agreement.

SECTION 4: The Chief Financial Officer shall pay the officer for each special duty assignment at the rate of \$35.00 per hour in the next appropriate regular payroll after receipt of invoiced amount by the Borough from the independent contractor (recognizing that all information and monies must be in the possession of the Chief Financial Officer no later than 9:00 a.m., Thursday of the week prior to a pay day). Effective July 1, 2004, the above rate shall be increased to \$40.00 per hour. Said payment shall be issued in a separate check and shall not be eligible for pension credit or included in any insurance which utilizes municipal payroll as a basis of assessment. Further, compensation payments shall be subject to all Federal, State and Local taxes as may

be applicable and shall be taxed on a first-dollar basis (as if there were no other check issued).

SECTION 5: Any hours worked as special duty assignments under the terms of this Agreement shall not be considered for overtime purposes and shall not interfere with a police officer's regular assignments as required by the Borough.

SECTION 6: The Borough shall be responsible to provide all necessary insurance coverage required by law, including but not limited to workers' compensation, public liability, and claims for damages for personal injury including death or damage to property which may arise as a result from performance of the Borough and the Police Officer performing a special duty assignment pursuant to the agreement with the independent contractor.

SECTION 7: The terms of this article shall apply only to members of the Little Silver PBA Local 359 performing special duty assignments both within and beyond the Borough's municipal boundaries.

ARTICLE XXVIII

STATE DISABILITY INSURANCE

SECTION 1: Effective January 1, 1999, or as soon thereafter as may be allowed by the State, all police officers shall be covered for the State Disability Insurance in accordance with the terms of the plan.

ARTICLE XXIX

DEATH IN THE LINE OF DUTY

SECTION 1: In the event a police officer dies or is killed while on duty for the Borough his/her spouse, children and other eligible family members shall continue to be covered by the municipal health and dental insurance at the Borough's expense until such time as the spouse remarries and/or children reach an age at which time coverage would normally expire.

ARTICLE XXX

INSURANCE COVERAGE IN THE EVENT OF EARLY RETIREMENT

SECTION 1: In the event that a police officer is forced to retire early due to illness or injury he/she shall continue to be covered by the municipal health and dental insurance.

SECTION 2: For purposes of this Section early retirement shall mean receipt of a PFRS pension or disability check and must begin receipt of said check before a regular service retirement can be earned. (i.e., before 25 years of service under the current service retirement standard).

ARTUCKE XXXI

DURATION

SECTION 1: This Agreement shall be in effect as of January 1, 2007 up to and including December 31, 2010.

SECTION 2: In the event no new agreement is reached prior to the expiration of this Agreement, then this Agreement shall remain in full force and effect until a new Agreement is executed.

BOROUGH OF LITTLE SILVER

LITTLE SILVER PBA LOCAL 359

Suzanne S. Castleman, Mayor

PBA President

DATED:

DATED:

Michael D. Biehl
Administrator-Clerk

PBA Negotiating Committee

DATED:

DATED:

PBA Negotiating Committee

DATED:

PBA Negotiating Committee

DATED: