

**CONTRACT**  
**BETWEEN THE**  
**BOROUGH OF POINT PLEASANT BEACH**  
**AND PBA LOCAL NO. 106**  
**JANUARY 1, 2004 TO DECEMBER 31, 2006**

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AGREEMENT

THIS AGREEMENT, made this 16th day of November, 2004 between the Borough of Point Pleasant Beach, hereinafter referred to as the "Borough" or "Employer" and New Jersey State Policeman's Benevolent Association, Point Pleasant Beach Local Number 106, hereinafter called the "PBA".

WITNESSETH:

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

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

ARTICLE I

RECOGNITION

The Employer hereby recognized the aforementioned PBA as the exclusive representative for all the Patrolmen, Sergeants, Lieutenants, Captains and Deputy Chiefs in its Police Department in Point Pleasant Beach, New Jersey, but excluding the Chief of Police and all other employees.

ARTICLE II

MANAGEMENT RIGHTS

The PBA recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All the rights, power and authority possessed by the Borough prior to the signing of the agreement are retained exclusively by the Employer subject only to such limitations as are provided in this Agreement.

The management functions are vested in the Mayor and Council and their designees. Specifically, the Mayor and Council and their designees reserve the right, subject to the limitations herein, to establish and administer policies and procedures related to personnel matters, work activities, work programs, police training, operational functions, manpower utilization, productivity and efficiency matters.

The Mayor and Council and their designees retain the right to reprimand, suspend, discharge or otherwise discipline Police personnel for just cause and to hire, promote, transfer, assign, demote or lay off personnel for legitimate reasons.

The Mayor and Council and their designees retain the right to determine the number of personnel and the duties to be performed; to maintain the efficiency of personnel; to determine staffing patterns; to determine, implement and revise schedules; to control and regulate the use of facilities; and otherwise generally to manage the affairs of the Borough and direct the work force of the Police Department except as modified or restricted by a provision of this Agreement.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. DEFINITION

A grievance is defined as an alleged violation of this agreement or any other terms or conditions of employment or an alleged improper administrative interpretation of this Contract, short of discharge of an employee.

##### B. PURPOSE

1. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the terms and conditions of employment of employees in Article I. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informal with any appropriate members of the Police administration, and having the grievance adjusted without

intervention of the PBA provided the adjustment is not inconsistent with this Agreement. The PBA will be given the opportunity to be present at such adjustments provided the grievant requests same.

C. PROCEDURE

An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of grievance.

D. The following procedure is mutually agreed upon for the settlement of grievances:

Step One

An employee with a grievance shall first discuss it with his Shift Commander with the objective of resolving the matter formally.

Step Two

If the aggrieved person is not satisfied with the disposition at Step One, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, the aggrieved person may discuss the matter with the Lieutenant and shall present to the Lieutenant a statement of the grievance in writing.

Step Three

If the aggrieved person is not satisfied with the decision under Step Two or if no decision has been rendered by the Lieutenant within five (5) calendar days after presentation of the grievance, the matter shall be presented to the Chief of Police. The Chief of Police shall render his decision in writing, within seven (7) calendar days after the presentation of the grievance to him.

Step Four

In the event that the aggrieved person is not satisfied with the decision of

the Chief of Police, the aggrieved person or the PBA on his behalf, has fifteen (15) calendar days in which to request binding arbitration.

A. The Arbitrator shall be selected in accordance with the Rules and Regulations of Public Employment Relations Commission (PERC) .

B. The Arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the Arbitration hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

C. The costs of the services of the Arbitrator shall be borne equally by the Borough and the PBA. All other expenses incidental to and arising out of the Arbitration shall be paid by the party incurring same.

D. A grievance affecting a group of employees under Article I may be submitted by the PBA on behalf of said named group at Step Three of the Grievance Procedure.

#### ARTICLE IV

##### SALARY

The Agreement shall be in effect as of January 1, 2004 to December 31, 2006.

Base annual wages for employees covered by this Agreement shall be as set forth on Schedule A annexed.

Step 1A shall be known as the Academy portion of Step 1 and shall be the starting salary of all new employees unless said employee, at the time of hire, has already graduated from an approved Police Academy in the State of New Jersey and has obtained the training necessary to obtain a Basic Course for Police Officers' Certificate from the State of New Jersey Police Training Commission, in which event the new employee shall start his or her employment at Step 1B of the salary guide.

All new employees hired who are not already a graduate from an approved Police Academy in the State of New Jersey and a recipient of a Basic Course for Police Officers' Certificate from the State of New Jersey Police Training Commission, shall

automatically move to Step 1B of the salary guide upon the successful completion of the training and graduation necessary to obtain a Basic Course for Police Officers Certificate from the State of New Jersey Police Training Commission.

All new employees hired who are already in possession of a Basic Course for Class Two Special Law Enforcement Officers' Certificate from the State of New Jersey Police Training Commission, shall automatically move to Step 1B of the Salary guide upon successful completion of the additional "waiver" training as may be required by the State of New Jersey Police Training Commission and graduation of the Police Academy class in which the new employee is enrolled to obtain the necessary additional "waiver" training.

The anniversary date of all new employees hired and the date upon which all yearly step increases will be calculated, shall be their date of appointment. It is intended that no employee hired shall remain in Step 1 for a collective period greater than one (1) year from their date of appointment.

Sergeants, Lieutenants and Captains shall receive a ten (10) percent differential over senior patrolmen and between ranks.

A. All salary payments are retroactive from the date of this agreement and shall be paid within sixty (60) days of execution hereof.

B. The Detective stipend rate shall be \$810.

C. Rank adjustments occurring during any calendar year will be compensated for on the first pay period subsequent to the appointment date and shall become part of the regular pay schedule from and after such date.



D. When a Sergeant or Lieutenant is not present on a regular shift tour, the Senior Patrolman (that Patrolman with the lowest badge number) on that tour shall receive Shift Commander Pay. The Shift Commander Pay shall be twenty dollars (\$20.00) for each complete tour. There shall be no Shift Commander Pay for partial tours, except where a Sergeant or Lieutenant is assigned to an overlapping tour, such as the "Boardwalk Shift", or is assigned to administrative duties.

## ARTICLE V

### RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

## ARTICLE VI

### LEGAL AID

The Employer will provide aid to all personnel covered by this Agreement as required by NJSA 40A:14-155.

## ARTICLE VII

### DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the employer nor the PBA shall discriminate against any employee because of race, creed, color, sex or national origin.

## ARTICLE VIII

### SAVINGS CLAUSE

In the event that any Federal or State Legislation, Governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE IX

PERSONAL LEAVE

Effective January 1, 1987, all new patrolmen shall receive personal leave on a pro rata basis in the first year of employment.

After the first year, all patrolmen with less than five (5) years experience shall receive three (3) days. All patrolmen with more than five (5) years of experience will receive four (4) days of personal leave.

All personal leave requests must be made to the Chief of Police at least three (3) days in advance. If less than three (3) days notice is given, it shall be at the discretion of the Chief as to whether such leave is granted.

Provided further, that the Chief of Police shall grant such leave only if, in the exercise of reasonable discretion, he determines that there are sufficient personnel to operate the Department.

ARTICLE X

NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in good faith effort to reach agreement on all matters concerning the terms and conditions of employment of the Borough employees included in Article I. Such negotiations shall begin not later than September 15 of the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees included in Article I be reduced

to writing, be signed by authorized representatives of the Borough of Point Pleasant Beach and the members of Point Pleasant Beach PBA.

B. The Borough agrees that there shall be no change in the terms and conditions of employment covered by this Agreement, except through negotiations between the parties.

C. Whenever any representative of the PBA or any employee is mutually scheduled by the parties to participate during the employee's scheduled working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay or other fringe benefits.

There shall be a maximum of two (2) on duty uniformed officers and one (1) on duty detective at the negotiations.

## ARTICLE XI

### HOLIDAYS

A. The following holidays shall be recognized: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving, Christmas and Martin Luther King Jr. Day.

B. The Borough shall pay to all officers affected by the assignment two and one-half (2½) time pay for officers assigned to work on Thanksgiving and Christmas. This shall only effect officers actually working on that calendar day. (Example - 12:00

midnight to 8:00 am, Christmas morning shall be paid in accordance)

C. Schedule A of this contract, base annual salaries, includes 14 days pay at the straight time rate. Employees shall not be able to take additional time off for any of the listed 14 holidays in paragraph A of this article.

## ARTICLE XII

### VACATION

A. The vacation period shall be January 1 to December 31. Vacations may be scheduled during the months of July and August insofar as it is compatible with the workload of the Police Department. The vacation schedule shall be posted no later than February 15.

B. After an employee has completed twelve (12) consecutive months of employment, he shall be entitled to select his vacation in accordance with the length of his employment whenever possible and practicable considering the needs of the Borough. After the first full year of employment, and regardless of whether such time occurs after the posting of the normal vacation schedule in February, an employee shall be entitled to vacation days during the calendar year in which he shall reach each anniversary date of his employment in accordance with the following schedule.

Beginning the second year of service .... ten (10) working days.

Thereafter, one (1) additional day for each year of service to a maximum of thirty (30) working days.

## ARTICLE XIII

### PROFESSIONAL GROWTH OF POLICE

The Borough agrees to pay for tuition, fees and books for any courses taken relating to a degree in Criminal Justice. The Borough's obligation for tuition reimbursement shall not exceed the per credit amount charged by Rutgers, the State University, at the time of attendance. Members should submit a voucher for payment after successful completion of each course.

## ARTICLE XIV

### BEREAVEMENT LEAVE

A. Whenever a death occurs in an employee's immediate family, he shall suffer no loss of pay for up to four (4) days of consecutive leave provided that one (1) of those days is the day of the funeral. Immediate family shall be defined to include children, spouse, parent, brother, sister, father in law, mother in law and stepchildren.

B. When the death of a relative occurs (other than that named in paragraph A) the employee shall suffer no loss of pay for a two (2) day leave.

C. Bereavement benefits will not be deducted from sick leave, vacation time, personal days or compensatory time off provided the employee does not exceed the bereavement leave as noted above.

D. In the event the employee shall travel a distance greater than three hundred (300) miles for the funeral, then he shall be entitled to one (1) additional bereavement day provided proof of said travel and attendance at the funeral is provided to the Chief of Police.

## ARTICLE XV

### SICK LEAVE

A. Sick Leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his positions.

B. All permanent employees shall be entitled to one (1) working day sick leave with pay for each month of service from the date of regular appointment up to and including December 31 next following such date of appointment, and fifteen (15) working days sick leave with pay for each calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year and he shall be entitled to such accumulated sick leave with pay if and when needed.

C. Whenever any employee entitled to sick leave under the Article is absent from work as the result of injury incurred in the course of his employment, the Borough shall pay such employee his full salary for the period of such absence up to a maximum of one (1) year without having such absence charged to the employee's annual sick leave. Any amount of salary paid to the employee shall be reduced by the amount of any Workmen's Compensation payments made, but not including awards made for permanent disability.

D. Any employee absent on sick leave for a period greater than three (3) days or totaling more than ten (10) days in one (1) calendar year may be required, upon request, to furnish a certificate of a reputable physician in attendance certifying to the disability.

E. Sick leave for emergency medical, dental, eye care, professional services or when said employee must attend a member of his immediate family due to illness or injury, may be granted with the permission of the Chief, Captain or Shift Supervisor. Sick leave to attend to a member of the employee's immediate family (spouse or children) granted pursuant to this section shall be limited to a maximum of three (3) days. Said leave shall be deducted from the employee's aggregate accumulated total.

F. Substitution of Sick Days for Vacation Days. All permanent employees of the Borough of Point Pleasant Beach, including employees of the Police Department, who shall as of the date of the adoption of this Agreement or subsequent thereto accumulated a total of sixty (60) sick days shall be entitled to exchange any excess sick days for vacation days at the rate of two (2) days sick leave for one (1) day vacation not to exceed ten (10) vacation days in any calendar year, provided the employee maintains a reserve of sixty (60) sick days. Each employee exercising the provisions of this subsection shall have reduced from their total accumulated sick days the amount of days exchanged.

ARTICLE XVI

LONGEVITY

A. For the duration of this contract there shall be added to the salary schedule the following increments based upon the officer's salary for services on and after completion of four (4) years of service with Borough Police Department.

Beginning 5 through 7 years . . . . .	2% of salary
Beginning 8 through 11 years . . . . .	4% of salary



Beginning 12 through 15 years . . . . .	6% of salary
Beginning 16 through 19 years . . . . .	8% of salary
Beginning 20 through 24 years . . . . .	10% of salary
Beginning 25 years . . . . .	12% of salary

B. Longevity pay adjustments will be made the first pay period subsequent to the anniversary date and become part of the regular pay from that date forward.

C. The longevity payment of 12% in the twenty-fifth year shall be in effect as of 1/1/90.

## ARTICLE XVII

### OVERTIME

A. Overtime pay shall be computed upon the salary rate set out in Article IV with increments as appropriated from Article XVI, together with an additional fifty percent (50%). At any time an employee is summoned for overtime duty, he shall be entitled to be paid for minimum of three (3) hours on each said call. This three (3) hour minimum will include court time, as well as all time prior to the start of the officer's regular shift.

B. Unit members shall have the option to accumulate compensatory time off in lieu of overtime pay. For example, if a unit member works one (1) hour of overtime, he may accumulate one and one-half (1 ½) hours of compensatory time off. The maximum accumulation at any one (1) time during the calendar year shall not exceed a total of eighty (80) hours of compensatory time off. Eighty (80) hours of compensatory

time may be carried into the next succeeding year and be paid according to past practice. Payment for compensatory time shall be within thirty (30) days of a request for payment by the unit member.

The Chief of Police shall grant accumulation of compensatory time off only if, in the exercise of reasonable discretion, he determines that there are sufficient personnel to operate the department.

C. Effective November 1<sup>st</sup>, 1991, all overtime available in the Police Department of Point Pleasant Beach shall be first offered to the regular full time officers before being assigned to special officers within the Police Department employ.

## ARTICLE XVIII

### CLOTHING ALLOWANCE AND MAINTENANCE

It shall be the responsibility of each employee recognized as being represented by the PBA to purchase and maintain clothing for the performance of his duties.

In the event a uniformed officer shall damage or destroy his uniform or any part thereof in the performance of his duties, he shall be entitled to the cost of repair or replacement of the item providing the damage shall not be a result of his negligence or carelessness.

The Borough shall pay to each officer a cleaning allowance of \$200.00 on or about October 1 of each year.

## ARTICLE XIX

### MEDICAL COVERAGE

A. Hospitalization coverage shall continue for all permanent full time employees of the unit and their dependents as presently provided and paid for by the Borough. If the Borough sees fit to change the carrier, the coverage shall be the equivalent to or better than present coverage. Deductible not to exceed \$100.00 per individual or \$200.00 per family, to be paid by employee.

B. In addition, the Borough agrees to administer any additional insurance and/or medical programs selected by the employees. The cost of such additional insurance and/or medical programs shall be borne by the individual employees.

C. If a permanent full time employee becomes totally disabled or retires after ten (10) years of service, the employee can remain in the Group Health Benefit Plan with full dependent coverage as long as the employee pay the premium cost of the plan, up to a maximum of 18 months.

D. Effective upon ratification, all permanent/full time employees and their dependents shall be provided Horizon Blue Cross/Blue Shield PPO provided and paid for by the Borough for the life of the Agreement. Employees wishing to remain enrolled in the Traditional plan shall be able to do so, however they will be obligated to pay the difference for such coverage through payroll deduction. In the event the Borough switches to another carrier as noted in Section A above, members of the bargaining unit will revert to the former insurance coverage and be allowed to change between Traditional and PPO coverage at no cost to the employee.

Effective upon ratification, the prescription plan for employees and their

families shall be modified to provide for a ten dollar (\$10.00) name brand co-pay, five dollar (\$5.00) generic co-pay and zero payment for mail order prescriptions.

## ARTICLE XX

### RETIREMENT OR SEPARATION

- A. Upon retirement or separation from employment from the Borough, Police Officers shall be entitled to receive compensation for accumulated sick leave earned while in the employ of the Borough.
- B. The payments under this clause shall not exceed four (4) years. In addition, no payment to the employee shall be less than \$3,000 in any one (1) year.
- C. The first payment shall be made within thirty (30) days after retirement or separation and all subsequent payments shall be made during the month of January.
- D. The maximum payment for accumulated sick leave, which shall be paid to any member of the unit, as defined under the unit's recognition clause, shall be \$20,000.00.
- E. This sum of money shall be equal to one-half ( $\frac{1}{2}$ ) of all earned and unused sick days credited to said employee from the date of employment to the date of leaving such employment, multiplied by the regular per diem salary of said employee which shall be in effect on the date of the termination of employment.
- F. Effective 1/1/92 any officer represented by this Unit who has completed twenty-five (25) years of service shall remain within the Borough's Medical Plan at husband and wife coverage at no expense to the employee upon retirement from the

employ of Point Pleasant Beach Borough. This benefit shall only apply to officers in the Borough's employ as of 1/1/92.

G. All officers hired after January 1, 1992 who have completed twenty-five (25) years of service shall, upon retirement, receive health insurance at husband and wife coverage pursuant to NJSA 52:14-17.32i. If it is determined that such employees are not eligible for such retiree health benefits pursuant to NJSA 52:14-17.32i, the Borough shall provide health insurance under the Horizon Blue Cross/Blue Shield PPO. The retired officer will be responsible for 20% of the cost of the annual premium for the Horizon Blue Cross/Blue Shield PPO.

H. The PBA and the Borough of Point Pleasant Beach have taken into account the actual and potential cost of the implementation of retiree health benefits during the term of this agreement as well as the potential payroll savings resulting from the replacement of Senior Officers with entry level of lower level officers. Future contract negotiations and settlements should likewise take into account the impact of the above factors.

## ARTICLE XXI

### PBA TIME OFF

The PBA President and Delegate shall be eligible for release time to attend to Association business. An annual bank of one hundred and twenty (120) hours of release time shall be established to be shared by the PBA President and Delegate. The Chief of Police, in the exercise of reasonable discretion, shall grant such release time if

adequate notice is provided and the granting of such release time will not affect operational needs nor will it cause overtime costs.

ARTICLE XXII


DURATION


This Agreement shall be in effect from January 1, 2004 through December 31, 2006 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no later than September 15 of the calendar year in which the Agreement expires of the desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused same to be executed by its respective officers or agents on this 16th day of NOVEMBER, 2004.

**BOROUGH OF POINT PLEASANT BEACH**

**NJ STATE PBA LOCAL # 106**

  
\_\_\_\_\_  
Thomas Vogel, Mayor

  
\_\_\_\_\_  
Marc Distelcamp, President

SCHEDULE A  
ANNUAL BASE WAGES

STEP	EFF. 1/1/04	EFF. 1/1/05	EFF. 1/1/06
1A	\$35,063	\$37,297	\$38,789
1B	39,213	41,614	43,278
2	42,516	45,049	46,851
3	48,243	51,006	53,046
4	54,969	57,999	60,319
5	60,138	63,375	65,910
6	66,650	70,148	72,954
7	73,168	76,927	80,004

\*Effective January 1, 2005 there shall be an \$800.00 equity adjustment implemented for all steps and ranks in the bargaining unit. This equity adjustment shall be made before the application of the annual salary increase effective January 1, 2005.