

A G R E E M E N T

Between

BOROUGH OF ALLENHURST
MONMOUTH COUNTY, NEW JERSEY

and

P. B. A. LOCAL NO. 57 - OF THE BOROUGH OF ALLENHURST

POLICE DEPARTMENT SECTION

January 1, 2005 through December 31, 2008

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PREAMBLE

THIS AGREEMENT entered into this day of December, 2004 by and between the BOROUGH OF ALLENHURST, in the County of Monmouth, New Jersey, a Municipal Corporation of the State of New Jersey, (hereinafter called the "BOROUGH") and P.B.A. LOCAL NO. 57 OF the BOROUGH OF ALLENHURST, POLICE DEPARTMENT SECTION (hereinafter called the "ASSOCIATION").

ARTICLE I
RECOGNITION

A. The Borough hereby recognizes the Association as the exclusive collective negotiation agent for all permanent, full-time police officers employed in the Police Department of the Borough, but excluding the Chief of Police, all professional, craft and clerical employees and all other Borough employees and supervisors within the meaning of the Act.

B. The title of police officer shall be defined to include the plural as well as the singular and to include male as well as female.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

A. Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties.

B. Collective negotiation sessions shall be held at times and places mutually convenient at the request of either party and shall be held as frequently as may be necessary for the purpose of expediting the negotiations.

C. Not more than two (2) employees of the Borough who may be designated by the Association to participate in collective negotiation sessions will be excused from their work assignments without loss of regular straight time pay, if such sessions occur during their working hours. There shall be no interference with the normal operations of the Police Department.

D. Not more than three (3) representatives of the Borough and three (3) representatives of the Association shall participate in collective negotiation meetings. However, attorneys, if any, for the parties and the Borough Business Administrator shall not be included within the numbers referred to herein.

ARTICLE III

ASSOCIATION BUSINESS

A. Grievance Committee

The Borough shall permit members of the Association Grievance Committee of Allenhurst, consisting of two (2) patrolmen and one (1) superior officer of the Allenhurst Police Department, to conduct the business of the Committee, and the said superior officer shall be of the rank of Sergeant or Captain, which business consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

B. Negotiating Committee

The Borough shall permit members of the Association Negotiating Committee of Allenhurst to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such Committee shall be permitted to attend such meetings without loss of pay.

C. Convention Committee

The Borough agrees to grant the necessary time off with- out loss of regular straight time pay to the President of the Association, if he be from the Borough of Allenhurst, and such other members of the Association selected as delegates, if they be from the Borough of Allenhurst, not to exceed two (2), including the President, to attend the annual State of New Jersey Policemen's Benevolent Association convention as provided under N.J.S.A. 11:26C-4.

ARTICLE IV

DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Association because of membership or non-membership or activity in the Association. The Association and its agents shall not intimidate or coerce employees into membership nor shall they discriminate or interfere against employees because of their membership or non-membership or activity in the Association.

B. Neither the Borough nor the Association shall discriminate against any employees represented by the Association because of race, creed, color, age, sex or national origin.

ARTICLE V

SICK LEAVE

The sick leave benefit of 12 days per calendar year became effective on 01/01/1989. Beginning on 01/01/89 and for all subsequent years:

SECTION I

A. All permanent full-time employees are allowed twelve (12) days sick leave in each 12 month period after the first 12 months of permanent full-time employment. This shall be calculated on the basis of one day for each month in which he performs his normal duties. If such an employee uses none or only a portion of his allowable sick leave during any calendar year, the amount of this leave not taken accumulates to his credit from year to year, and the employee is entitled to use any accumulated sick leave with pay, if and when needed. No employee shall accumulate sick leave benefits during those months in which said employee is not performing his regular work assignment.

Sick leave is defined as any absence from duty because of illness or accident not arising out of an employee's course of employment, and may be used by an employee for personal illness and also illness of his spouse and child, which requires his attendance upon the ill member, quarantine restriction, pregnancy or disabling injuries.

B. Permanent full-time employees with less than one year of continuous service shall be entitled to one-half day of sick leave with pay for each completed month of service during the first 12 month period of employment.

C. No employee shall be allowed to work and endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Business Administrator may direct the employee to the Borough Physician for an opinion as to the eligibility of the employee to be absent from work.

SECTION 2

Sick leave with pay shall not be allowed under the following conditions:

A. When the employee, under medical care, fails to carry out the orders of the attending physician.

B. When in the opinion of the Borough Medical Physician, the employee is ill or disabled because of self- imposed contributory causes or actions.

C. When in the opinion of the Borough Medical Physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

D. When an employee does not report to the Borough Physician.

SECTION 3

The recommendation of the Borough's Medical Physician as well as those of the attending physician, as to the justification of the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Board of Commissioners. The Board of Commissioners reserves the right in such cases where there is a difference in professional opinion between the Borough Physician and the personal Physician, to require the employee to submit to an examination by a third doctor.

ARTICLE VI

INJURY LEAVE

A. Whenever a member of the Association is incapacitated from duty because of a physical injury sustained in the performance of his duty, he shall receive his salary less such amounts as shall accrue or be paid to said injured member by Workmen's Compensation benefits. This said salary shall continue during the term and period of temporary compensation benefits as authorized by the Workmen's Compensation Statutes of the State of New Jersey. At its option, the Borough may pay to the employee either his entire salary and then be reimbursed by the employee immediately upon receipt of each Workmen's Compensation check, or the Borough may pay to the employee the difference between the Workmen's Compensation check and his regular straight time salary.

B. Any permanent or partial payment award made to said employee by any Workmen's Compensation Court, or any other Court of competent jurisdiction, shall be and remain the property of the said employee and shall not be reimbursed to the employer.

C. Any employee covered under the provisions of this agreement, shall, as soon as practicable, but in no event later than five (5) days after a physical injury has occurred, file a Workmen's Compensation Petition. Failure to do so shall render this said provision for payment of salary void, and said salary shall cease forthwith.

D. The provisions herein recited in the event of a physical injury to a member of the Association shall not exceed the term or period of one (1) year from the onset of said physical injury. The time wherein said member of the Association is not permitted or is unable, by reason of certification by a Borough physician, to perform such duties as shall be directed by the Chief of Police, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said Association member.

E. The Borough retains the right in its discretion to extend the period of payment referred to in all of the sections hereinbefore recited, due to illness or injury, beyond the term of one (1) year if permitted by law.

F. In the event a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined by a physician agreed to by both parties to this agreement, and the cost of same shall be borne equally by both parties to this Agreement. In the event the parties are unable to agree upon a physician under the terms of this Section, such dispute shall be submitted to the Monmouth County Medical Association for the appointment of a physician, whose decision shall be binding and final upon all parties.

ARTICLE VII

WORKING HOURS

A. Overtime hours as herein before or hereinafter referred to shall consist of time worked over and above the employee's base forty (40) hour work week. Overtime shall be approved by the Chief of Police or his designee, and overtime shall consist of emergency duty when the employee is called back or recalled for duty by the Chief of Police or his designee. Overtime shall also include required attendance as part of official duties at any Court or Administrative Body or Tribunal beyond the members' usual and normal regular tour hours, except for situations involving citizens civil complaints against citizens. In the event a member of the Association is called back for attendance as part of official duties at any court or administrative body or tribunal, except for situations involving citizens civil complaints against citizens, which attendance involves less than two hours time, the member shall receive compensation for two full hours overtime for such duty. Any member of the Association who shall be required to work overtime as herein before referred to, or who shall be required to work after having completed his normal and usual work week, shall be compensated for such overtime as follows:

1. Overtime worked shall be credited to a "bank" with maximum accumulation limits as hereinafter specified. Members shall receive overtime pay for each hour overtime worked in excess of such accumulation limits and for extra duty work as provided for in this article.

2. For all members the "bank" limit shall be 40 hours. All overtime shall be accumulated in the "bank" on the basis of one and one-half hours for each hour overtime worked.

3. Members shall receive overtime pay at the rate of time and one half for each overtime hour worked in excess of their "bank". Payment for such overtime shall be included in the paycheck due on the 15th day of the month following that in which the overtime was worked.

4. All time accumulated in the "bank" shall be available for use by the member as compensatory time off on the basis of one hour off for each hour accumulated. Requests for compensatory time off shall be granted within a reasonable time and for such days as in the judgment of the Chief of Police or his designee, will not unduly interrupt operation of the Department.

B. Members called back to duty on scheduled days off shall receive overtime pay as follows without regard to the number of hours accumulated in the "bank". Except as noted in paragraph 3 below, payment for such overtime shall be included in the next pay period.

1. Members called back to duty from authorized vacation leave shall receive double time pay for each vacation leave hour worked.

2. Members called back to duty to work an eight hour shift on a scheduled day off shall receive time and one half pay for each such hour worked.

3. Members called back to duty on a scheduled day off to work a special detail, (i.e.) Borough functions, parades, road races, etc., shall receive double time pay only if the sponsor for the event provided sufficient funds to pay such double time.

C. Upon retirement or termination of employment, unused hours accumulated in the "bank" shall be paid to the member at straight time, hour for hour, based on the average regular rate of pay over the last three years of employment, or the final rate of pay, whichever is higher.

ARTICLE VIII

VACATIONS

SECTION 1

Permanent full-time officers and employees shall receive vacation with pay for each 12 month period in accordance with the following schedule:

A. A permanent full-time employee, employed with the Borough continuously for a period no less than twelve months and continuing up to and including sixty (60) months, shall be entitled to ten (10) working days vacation for each twelve (12) month period.

B. A permanent full-time employee, continuously employed for a period no less than sixty (60) months and continuing up to and including one hundred twenty (120) months, shall be entitled to fifteen (15) working days vacation for each twelve (12) month period.

C. A permanent full-time employee, continuously employed for a period no less than one hundred twenty (120) months and continuing up to and including two hundred forty (240) months shall be entitled to twenty (20) working days for each twelve (12) month period.

D. A permanent full-time employee continuously employed for a period no less than two hundred forty (240) months, shall receive twenty-five (25) working days vacation for each twelve month period.

SECTION 2

All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Board of Commissioners and further subject to any special provisions that the Board of Commissioners may decide to be in the best interest of the Borough.

SECTION 3

It is the policy of the Borough that each employee take advantage of the authorized vacation period for reasons of health, rest, relaxation and pleasure and thus extra compensation in lieu of vacation shall not be allowed unless prior authorization shall be obtained from the Board of Commissioners.

ARTICLE IX

DEATH IN FAMILY

A. A permanent employee shall be granted time off without loss of regular straight time pay, not to exceed three (3) days, concluding with the day after the funeral, in the event of a death of his mother, father, spouse, child, brother, sister, grandmother, grandfather, mother-in-law or father-in-law.

B. The Borough may require reasonable proof of such death.

C. When extenuating circumstances exist due to a death as referred in Section A, the Police Commissioner or Police Chief can grant extended leave.

ARTICLE X

PERSONAL DAYS

A. Each permanent employee, who has completed at least one full year of employment, is entitled to THREE personal days off, without loss of regular straight time pay. Request for such personal day off shall be made in advance to the Chief of Police or his designee and shall be scheduled in a manner which will not unduly interrupt the operation of the Department. Personal days must be used in the year in which they are granted. They shall be otherwise forfeited.

ARTICLE XI

HOLIDAYS

A. The following shall be recognized as holidays under this agreement:

New Year's Day	July 4th (Independence Day)
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Founder's Day	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day

B. The holidays above referred to shall be paid in cash to the employees, subject, however, that at the time of assignment of vacations to each employee, the said employee shall be permitted to accept payment for all of the holidays in cash, or shall be permitted to add six (6) of the holidays to the vacation of the employee, with the balance of six (6) holidays to be paid in cash to the employee.

C. Payment for holidays shall be made on November 30th of the calendar year.

ARTICLE XII

HOSPITALIZATION AND INSURANCE

A. The Borough shall continue to provide existing hospitalization and insurance coverage in accordance with present practices.

1. The Borough shall pay the full cost of family coverage for medical insurance, dental, eyeglass and prescription insurance for all employees.

1A. The prescription deductible shall be Five (\$5.00) Dollars per prescription.

2. The Borough shall pay the full cost of individual coverage for group life insurance for all employees.

3. In the event an employee opts not to participate in the medical insurance plans provided by the Borough, he shall receive compensation in lieu of insurance at rates to be established by the Board of Commissioners.

4. The Borough may, at its option, change any of the current insurance coverages in effect, or carriers so long as substantially similar benefits are provided. The Borough shall provide the Association with notice of the impending change that the Association shall have the opportunity to review the prospective carrier and coverages.

ARTICLE XIII

CLOTHING ALLOWANCE

A. A clothing and maintenance allowance in the following amounts shall be provided by the Borough to all full-time Uniformed Officers. The allowance shall be provided to each Officer as prescribed herein:

2004 - 2008 - \$550.00 Maintenance to employee \$550.00 Clothing on account

Payment of maintenance to employee shall be made on April 1st and September 1st of each calendar year.

Monies for Clothing on Account shall be administered as follows:

1. Money must be spent by the employee on items of clothing and equipment to be used in police service.
2. Payment shall be by voucher to specific approved vendors. If an employee chooses to purchase clothing or equipment at another vendor, he shall make the initial payment to said vendor and submit proof of purchase for reimbursement.
3. Money not used in a calendar year may be rolled over to the next calendar year; however, said money must be used in the immediate following calendar year.
4. In the event of an employee's death or retirement, any monies previously awarded to that employee's account shall be provided to the employee or beneficiary.

B. In the event that all or any part of the present uniform is changed by Borough action, then the cost of such change shall be borne by the Borough, and not be considered as part of the yearly clothing and maintenance allowance.

ARTICLE XIV

FALSE ARREST AND LIABILITY INSURANCE

A. The Borough will continue to provide false arrest and liability insurance for employees covered under this agreement in the sum of not less than Five Hundred Thousand (\$500,000.00) Dollars per incident for liability arising out of bodily injury or property damage for which the insured is held legally liable. Any bodily injury or property damage arising out of a willful violation of a penal statute or ordinance committed by or with the consent or knowledge of any insured and any intentional act of wanton neglect is excluded. This coverage is only for employees covered under this Agreement in the scope of their duties as employees of the Borough of Allenhurst.

B. Where a member of the Police Department is made a defendant in any suit or other legal proceeding arising out of performance of police duty, or out of any incident arising in the line of such duty, the Borough shall provide legal aid for the defense of such suit or other legal proceeding. The employee shall have the right to engage an attorney licensed to practice in the State of New Jersey of his own choice for the defense of such suit or other legal proceeding subject to the prior approval of the Borough. In the event the employee shall be found innocent of such suit or other legal proceeding, or the same shall be dismissed, the Borough shall pay for all reasonable legal costs incurred by the employee in the suit or proceeding. In the event the employee shall be found guilty in any suit or legal proceeding arising out of and in the course of his duties, then said employee shall pay for all of the legal costs incurred.

C. The Borough shall not provide an employee covered under this Agreement with counsel for his defense in a disciplinary proceeding instituted as a result of a complaint on behalf of the Borough.

ARTICLE XV

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 supervisor.

B. Definition

The term grievance as used herein means the interpretation, application or violation of policies, agreements or administrative decisions affecting the terms and conditions of employment and may be raised by an individual, the Association on behalf of an individual or group of individuals, or the Borough.

STEP ONE

The President of the Association, or in his absence, the Vice-President, shall present and discuss the grievance or grievances orally with the Police Chief, or his duly designated representative, within ten (10) working days of the occurrence giving rise to the grievance. Otherwise, said grievance shall be deemed settled. The Police Chief, or his duly designated representative shall answer the grievance within ten (10) working days from the date of its presentation.

STEP TWO

If the grievance is not resolved at Step One or if no answer has been received by the Association within the time set forth in Step One and only if the grievance concerns an alleged violation of the Agreement, then the Association shall present the grievance in writing within fifteen (15) working days to the Police Chief with copies to the Borough Business Administrator and Police Commissioner. The presentation shall set forth the position of the Association. The Police Chief shall answer the grievance in writing within fifteen (15) working days after receipt of said grievance.

C. Grievances initiated by the Borough shall be filed directly with the Association within fifteen (15) days of the occurrence of the grievance, or receipt of notification of the incident(s) which constitutes the grievance. Failure to act within said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance. A meeting shall be held within fifteen (15) days after filing a grievance between representative of the Borough and the Association, in an earnest effort to adjust the differences between the parties.

STEP THREE

If the grievance is not resolved at Step Two or if no answer has been received by the Association within the time set forth in Step Two, the grievance, if permitted by law, may be presented in writing to the Police Commissioner within ten (10) working days. The final decision of the Police Commissioner shall be given to the Association in writing within fourteen (14) days after receipt of the grievance by the Police Commissioner.

STEP FOUR

A. If the grievance has not been settled by the parties at Step Three of the grievance procedure, or if no answer in writing by the Police Commissioner has been received by the Association within the time provided in Step Three, the aggrieved party shall have the right to make a firm choice of submitting such grievance to arbitration and the Arbitrator shall be selected pursuant to the rules of the New Jersey State Board of Mediation.

B. The Arbitrator shall be bound by the provisions of this Agreement and the laws and cases of New Jersey and of the United States 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. The decision of the Arbitrator shall be final and binding upon the parties.

C. The cost for the services of the Arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XVI

SALARY

A: The Annual base salaries of the Sworn Officers of the Allenhurst Police Department, hired prior to January 1, 2003, shall be as follows:

	<u>2005</u>	<u>2006</u>	<u>2007</u>	2008
1 st Year (Probationary PTC Certified)	-----	-----	-----	-----
2 nd Year Patrolman	41,214	42,244	43,300	44,599
3 rd Year Patrolman	47,635	48,826	50,047	51,548
4 th Year Patrolman	54,047	55,398	56,783	58,486
5 th Year Patrolman	59,259	60,740	62,258	64,126
6 th Year Patrolman	64,465	66,077	67,729	69,761
Patrolman Maximum	73,459	75,295	77,178	79,493
Sergeant	77,369	79,303	81,286	83,725
Captain	85,000	87,125	89,303	91,982

A1: The Annual base salaries of the Sworn Officers of the Allenhurst Police Department, hired after January 1, 2003, shall be as follows:

	<u>2005</u>	<u>2006</u>	<u>2007</u>	2008
1 st Year (Probationary Non-PTC Certified)	31,306	32,089	32,891	33,878
1 st Year (Probationary PTC Certified)	34,861	35,733	36,626	37,725
2 nd Year Patrolman	38,411	39,371	40,356	41,567
3 rd Year Patrolman	43,623	44,714	45,831	47,206
4 th Year Patrolman	48,834	50,055	51,306	52,845
5 th Year Patrolman	54,047	55,398	56,783	58,486
6 th Year Patrolman	59,259	60,741	62,259	64,127
7 th Year Patrolman	64,465	66,077	67,729	69,761
Patrolman Maximum	73,459	75,295	77,178	79,493
Sergeant	77,369	79,303	81,286	83,725
Captain	85,000	87,125	89,303	91,982

B. Each Breathalyser Operator shall receive the sum of Five Hundred (\$500.00) Dollars above the comparable rank of Uniformed Officers for the years 2005, 2006, 2007, and 2008.

ARTICLE XVII

LONGEVITY

SECTION I

All regular full-time employees of the Borough of Allenhurst employed prior to January 1, 1993, shall receive a longevity increment in addition to their base salary or compensation to the extent that they qualify under the terms and conditions of the longevity plan hereinafter set forth.

A. Beginning in 1970 and for all subsequent years longevity shall accrue at the rate of one-half of one percent of current base salary per service year. This longevity increment shall be prorated on an annual basis beginning on the first of the month in which the employees' service anniversary occurs. However, no such increment shall be paid until the employee shall have accrued five years of longevity; as of the first of the month in which the employee's fifth anniversary occurs a longevity increment equal to 2 1/2% of annual base salary shall be prorated on an annual basis and paid to the employee as an addition to salary.

B. Employees who have completed five years or more of service as of January 1, 1970 shall receive a longevity increment for prior service, to be computed and paid as follows:

The increment shall be one-half of one percent multiplied by the number of full years of service as of January 1, 1970 applied to the base salary of 1969.

One-third of this increment shall be prorated on an annual basis and paid to the employee as an addition to the base salary for 1970, two-thirds of this increment shall be prorated and paid as an addition to base salary for 1971, and the full amount of this increment shall be prorated and paid as an addition to the base salary for 1972 and thereafter.

C. All longevity increments computed under this plan shall be rounded off to the nearest dollar. If the fraction is exactly 50/100, the higher dollar shall be used.

SECTION II:

All regular full-time employees of the Borough of Allenhurst employed after January 1, 1993, and covered under the terms of this contract shall receive a longevity increment in addition to their base salary or compensation to the extent that they qualify under the terms and conditions of the longevity plan set forth herein.

A. Effective January 1, 1993, the following schedule of longevity benefit will be in effect:

1. After 5 years of continuous service - \$ 850.00 per annum
2. After 10 years of continuous service - 1,150.00 per annum
3. After 15 years of continuous service - 1,450.00 per annum
4. After 20 years of continuous service - 1,750.00 per annum
5. After 25 years of continuous service - 2,050.00 per annum

ARTICLE XVIII

MISCELLANEOUS

A. There will be two (2) fifteen (15) minute breaks during the working shift and one (1) thirty (30) minute meal break during the working shift to be scheduled and taken so as not to interfere with the work needs of the Department.

B. Mileage for approved use of a police officer's personal vehicle for Departmental business shall be at the rate of twenty-four (\$.24) cents per mile.

C. The Borough shall furnish one (1) Police Officer's hat per year.

D. The Borough shall furnish guns, ammunition, belt and holster, name tags, badges, and batteries whenever same are needed for replacement to properly perform the services required by employees covered under this Agreement.

E. All uniforms or portions thereof including bullet proof vests, damaged in the performance of duty shall be replaced by the Borough at the Borough's cost and expense. This item is not and shall not be deemed to be part of the allowance for clothing received within the terms of this said Agreement.

F. The Borough shall bear the cost of replacing bullet proof vests issued to members of the Department as required pursuant to the manufacturer's instructions.

ARTICLE XIX

RETIREMENT

A. Any employee who retires under the Police & Firemen's Retirement System based on the required years of service credited in such retirement system, excepting the employee who elected deferred retirement, who shall have been employed by the Borough of Allenhurst for a period of 15 years and is employed by the Borough of Allenhurst on his retirement date, or an employee who retires on a disability pension based on fewer years of service credited in such retirement system, shall be provided with Paid up Hospitalization Benefits for the retired employee and those dependents covered under NJ State Health Benefits, or other insurance provider as may from time to time be contracted with. This shall not include dental, eyeglass or prescription benefits.

B. Any employee who retires under the Police and Firemen's Retirement System shall be eligible to receive payment for accumulated sick leave benefits on the following basis:

1. All permanent full-time employees with FIFTEEN (15) years of service to the Borough of Allenhurst and who shall have accumulated sick leave upon retirement shall be entitled to one-half day's pay at the rate of pay in effect at the time of retirement for each full day of unused accumulated sick leave up to a maximum of 100 days pay, reflecting the accumulation of 200 days unused sick leave. (Maximum benefit.)

C. To create a starting bank for all present employees, the Borough will credit each employee 12 days sick leave for each year beginning with January 1, 1979. The credit will be determined by subtracting the total sick leave used in each year, or the total number of bonus days paid in each year from January 1, 1979 to January 1, 1989. The total benefit for any employee with ten (10) years service would be 90 days.

D. Said accumulated sick leave benefits will be paid in full to the employee upon his retirement provided that there are sufficient funds remaining from that individual employee's budgeted salary. In the event there are not sufficient funds from the individual employee's budgeted salary, then the Borough, at its option, may pay the entire sum due or only so much of the sum due as remains from the employee's budgeted salary and the Borough may pay the balance over the next three fiscal years.

E. In the event of the employee's retirement due to a job related disability prior to said employee's actual retirement date, such accumulated sick leave benefit will be paid on the basis noted in B above to this employee.

F. In the event of the employee's death prior to his retirement, such accumulated sick leave benefit will be paid on the basis noted in B above to the employee's designated beneficiary or estate.

ARTICLE XX

OUTSIDE EMPLOYMENT

A. All requests for outside employment with or without uniform during the off-duty hours shall be made to the Chief of Police or his designee, who shall have the right to approve or disapprove said request.

ARTICLE XXI

PERSONNEL FILES

A. No materials or writings relating to an employee's conduct or service shall be placed in the said employee's personnel file prior to the employee having an opportunity to see such materials or writings. The employee shall initial such materials or writings signifying that he has seen them.

B. The employee may, in the event he disagrees with the contents of the materials or writings so indicate and furnish supporting proofs, if any, within ten (10) days after he has seen the writings or materials.

C. Employees have a right, at reasonable times, to examine their personnel files.

ARTICLE XXII

MANAGEMENT RIGHTS

A. The Borough of Allenhurst hereby retains and reserves into itself, without limitation, all powers, rights, authority, duties and responsibility conferred upon and vested in it prior to 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. To the executive management and administrative control of the Borough Government and its properties and facilities, 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 any other disciplinary action for good and just cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the 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 rights, responsibilities and authority under R.S. 40A or any other national, state, county or local laws or regulations as they pertain to municipal government.

ARTICLE XXIII

SAVINGS CLAUSE

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 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.

ARTICLE XXIV

COMPLETENESS OF AGREEMENT

This agreement represents and incorporates the complete and final understanding and settlement by the parties on 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 issue, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE XXV

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2005 and shall remain in effect to and including December 31, 2008. The provisions of this Agreement shall be prospective in nature, except where, by their terms, such provisions are made retroactive.

B. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, in accordance with the New Jersey Employer-Employee Relations Act, of a desire to change, modify or terminate this Agreement.

IN WITNESS THEREOF, the parties hereto have hereunder set their hands and seals at Allenhurst, New Jersey, on this _____ day of December, 2004.

P. B. A. LOCAL NO. 57 OF
THE BOROUGH OF ALLENHURST
POLICE DEPARTMENT SECTION

BOROUGH OF ALLENHURST
MONMOUTH COUNTY, NEW JERSEY
BOROUGH OF ALLENHURST SECTION

By: _____
Ptl. Michael Schneider,
President

By: _____
Joseph M. Coyne,
Mayor

WITNESS:

ATTEST:

Ptl. James Rogers

Lori L. Osborn, RMC
Borough Clerk