

AGREEMENT  
BETWEEN

THE BOROUGH OF KEYPORT

AND

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION,  
KEYPORT LOCAL No. 223

---

JANUARY 1, 2012 THROUGH DECEMBER 31, 2015

---

Prepared by:

ANSELL GRIMM & AARON  
60 Park Place, Room 1114  
Newark, NJ 07102  
(973) 642-1801

## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	RECOGNITION CLAUSE	2
II	NEGOTIATION PROCEDURE	3
III	MANAGEMENT RIGHTS	4
IV	DISCRIMINATION OR COERCION	5
V	PBA DUES "CHECK-OFF"	6
VI	PBA REPRESENTATIVES	7
VII	EMPLOYEES RIGHTS TO LEGAL ASSISTANCE	9
VIII	GRIEVANCE PROCEDURE	10
IX	HOLIDAY CALENDAR	14
X	HOLIDAY PAY	15
XI	PERSONAL LEAVE	16
XII	ANNUAL VACATION LEAVE	17
XIII	LEAVE OF ABSENCE	19
XIV	DEATH IN FAMILY LEAVE	20
XV	SICK LEAVE	21
XVI	RETIREMENT	23
XVII	HOURS OF WORK AND OVERTIME	24
XVIII	PAYDAY	25
XIX	SALARIES	26
XX	LONGEVITY	27

XXI	CLOTHING ALLOWANCE	29
XXII	COLLEGE INCENTIVE PROGRAM	30
XXIII	CALL-IN PAY	32
XXIV	MEAL ALLOWANCE	33
XXV	MILEAGE	34
XXVI	RETENTION OF BENEFITS	35
XXVII	LIFE INSURANCE, MEDICAL AND DENTAL BENEFITS	36
XXVIII	WORK INCURRED INJURY	38
XXIX	SAVINGS CLAUSE	40
XXX	DURATION	41
XXXI	PAY FOR WORK IN A HIGHER RANK	42
XXXII	JUST CAUSE PROVISION	43
XXXIII	EMPLOYEE RIGHTS DURING INVESTIGATION	44
XXXIV	REPRESENTATION FEE	46
XXXV	COMPENSATORY TIME FOR BOROUGH HOLIDAYS	48
	WITNESS/SIGNATURE	49
	SALARY SCHEDULE A-1	50
	SALARY SCHEDULE A-2	51

## AGREEMENT

This Agreement between the Borough of Keyport, hereinafter referred to as the "Borough" or "Employer" and New Jersey Policemen's Benevolent Association, Keyport Local 223, hereinafter referred to as "PBA", "Employee" and "Police Officer".

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 premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the Employees of the Employer recognize being represented by the PBA as follows:

**ARTICLE I  
RECOGNITION CLAUSE**

**The Employer recognizes the aforementioned PBA as the exclusive representative for all Patrol officers, Sergeants and Lieutenants in its Police Department in Keyport, New Jersey, but excluding the Chief of Police and other Employees.**

ARTICLE II  
NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Employees Law 1974 and any successor changes in the state law governing Public Employees of the State of New Jersey in a good faith effort to reach agreement. Such negotiations shall begin not later than September 1<sup>st</sup> of each calendar year.

B. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. Any agreement arrived at by the negotiating representatives will be submitted to the Borough Council and the members of the PBA for ratification, decision or vote. Any agreement of the parties in negotiation will be reduced in writing and will become binding for the period of agreement upon ratification.

**ARTICLE III  
MANAGEMENT RIGHTS**

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

ARTICLE IV  
DISCRIMINATION OR COERCION

A. 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, age, sex or national origin.

B. The PBA shall undertake no actions against the Borough or its agents that would constitute coercion or intimidation. In addition, no collective action will be taken which would place the health, safety or welfare of the public in jeopardy, except the PBA and its members do not waive, relinquish or give up any of its constitutional and statutory rights, including the right to picket.



ARTICLE V  
PBA DUES "CHECK OFF"

A. The Employer agrees to deduct from the salaries of its Employees, subject to this agreement, dues for the PBA. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e) as amended. Said monies together with records of any corrections shall be transmitted to the PBA Treasurer within three (3) working days from the payroll period ending date of each pay period.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the PBA shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each Employee

C. The PBA will provide the necessary "check-off" authorization form and deliver the signed forms to the appropriate officers. The PBA shall indemnify, defend and save Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason taken by the Employer in reliance upon salary deduction authorization cards submitted by the PBA to the Employer.

D. It is hereby agreed that dues deductions for any Employee in the Association shall be limited to Keyport PBA Local 223 of the New Jersey State Policemen's Benevolent Association, the duly certified majority representatives and Employees shall be eligible to withdraw such authorization only as of July 1<sup>st</sup> of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk.

ARTICLE VI  
PBA REPRESENTATIVES

A. The Employer agrees to grant time off without any loss of regular pay compensatory time not to exceed one (1) calendar week to any Employees designated by the PBA to attend the annual State Convention, provided seventy-two (72) hours written notice is given to the Chief of the Department by the PBA. No more than three (3) Employees, consisting of one delegate and two (2) alternate delegates, shall be granted time off at any one time. In no event shall more than one (1) Employee on any shift, be granted time off at any one time.

B. During collective negotiations, authorized PBA representatives, not to exceed four (4) shall be excused from their normal work duties to participate in any collective negotiation session mutually scheduled by the parties and shall suffer no loss of regular pay or compensatory time.

C. Two (2) of the following officers of the local PBA, as designated by the PBA President, may be granted time off without loss of regular pay or compensatory time to attend regularly scheduled local PBA meetings, when such meetings are conducted at a time when the local PBA officers are scheduled to work: President, Vice President, Recording Secretary and Treasurer.

D. Any representative designated in writing by the President of the PBA may enter the Employer's facilities or premises at reasonable times for the purpose of open observations of working conditions or assisting in the adjustment of grievances without any loss or regular pay or compensatory time. When the PBA decides to have its representatives enter the Employer's facilities or premises, it will notify the Police Chief or his representative of such activity.

E. An aggregate of two (2) PBA representatives shall be appointed by the PBA President each year to represent the PBA in grievances with the Employer. These two (2) grievance committeemen representatives shall suffer no loss of regular pay or compensatory time when processing grievances or attending to other business of this Association.

F. The Employer agrees to grant time off without any loss of regular pay or compensatory time to the designated delegate of the PBA to attend monthly state meetings, county meetings and other authorized State PBA meetings.

ARTICLE VII  
EMPLOYEES RIGHT TO LEGAL ASSISTANCE

The Borough will provide defense for members of officers in action or legal proceedings pursuant to N.J.S.A. 40A:14-155.

ARTICLE VIII  
GRIEVANCE PROCEDURE

A. Definition of Grievance

An Employee may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

B. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

Step 1. An officer with a grievance shall first discuss it with his/her immediate supervisor either directly or through the PBA's designated representative for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his/her grievance at Step I or if no decision has been rendered within ten (10) working days after presentation of that grievance at Step 1, he/she may file a written grievance with the Chief of Police or, in his/her absence, a representative designated by him/her. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police or his/her designated representative. A decision thereon shall be rendered in writing by the Chief of Police within ten (10) working days after the holding of such meeting.

Step 3. If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 2 or if no written decision has been rendered within ten (10) working days of the meeting on that grievance at Step 2, the matter may be referred by the PBA or its designed representative to the Mayor and Council. A meeting on the grievance shall be held between the

PBA and the Mayor and Council or their representative at which meeting the parties may be represented. The meeting between the PBA and the Mayor and Council or their duly authorized representative is to be conducted within fifteen (15) days of filing said grievance to Step 3. Said meeting shall not be held publicly unless the parties so agree in writing. The Mayor and Council or their designee shall render a written decision within twenty (20) working days of the meeting.

Step 4. If the decision, or non-decision, made in Step 3 is not acceptable to the aggrieved party, then the matter may be processed to binding arbitration by such party giving written notice to the Public Employment Relations Commission to appoint an arbitrator pursuant to its rules and regulations, with a copy being sent to the other party.

C. The time limits specified in the Grievance Procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

D. A grievance must be presented at Step 1 within fifteen (15) business days from the date of occurrence of the facts which gave rise to the grievance or from the date when the aggrieved party should have known of the occurrence of the facts which gave rise to the grievance not to exceed six (6) months.

E. Any Employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the PBA, including an attorney. When an Employee is not represented by the PBA, the PBA shall have the right to be present and state its views at all stages of the grievance procedure, unless the Employee objects to the presence of a PBA representative, in which case the PBA may not be present at any stage of this procedure. However, in the event the PBA is not present at Step 3, the PBA will promptly receive a copy of the Employee's

written grievance and a copy of the decision.

F. A failure to respond at any step in this procedure by the employer or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next step.

G. A grievance affecting a group of Employees, under Article VIII maybe submitted by the PBA on behalf of said named group at Step 3 of the grievance procedure.

H. The Following Procedures Will be Used to Secure the Services of an Arbitrator:

1. The party requesting arbitration shall request the Public Employment Relations Commission (“PERC”) to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the rules and regulations of PERC.

2. The arbitrator shall limit himself/herself to the issues submitted to arbitration. The arbitrator shall not add anything to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be binding.

3. The fees, expenses and compensation of the arbitrator shall be borne equally by both parties. Testimony at arbitration hearings may be taken by a qualified reporter and reduced to a written record at the request of either party. Fees and expense incurred in connection with the use of a reporter shall be borne by the party making the request.

I. Effective October 9, 2010, the grievance rights of Employees and the process set forth above shall extend to include matters involving suspensions without pay of at least one (1) day or more, or fines at a level of at least one (1) day’s pay or more. Verbal warnings or verbal reprimands shall not be arbitrable. Written reprimands shall

not be arbitrable unless an employee receives a second written reprimand within a twelve (12) month period.



ARTICLE IX  
HOLIDAY CALENDAR

The following shall be recognized as paid holidays:

New Year's Day

Labor Day

Martin Luther King's Birthday

Columbus Day

Lincoln's Birthday

General Election (November)

Washington's Birthday

Veteran's Day

Good Friday

Thanksgiving Day

Memorial Day

Christmas Day

Independence Day

ARTICLE X  
HOLIDAY PAY

The entire holiday pay will be folded in and paid along with regular payroll said amount shall be utilized for all calculations. The calculations on the salary guide (Schedules A-1 and A-2) reflect this calculation and inclusion.

ARTICLE XI  
PERSONAL LEAVE

A. 1. For each calendar year, each Employee shall be entitled to receive four (4) personal days.

2. Beginning January 1, 1996, for each calendar year, each Employee shall be entitled to receive five (5) personal days, except that each Employee hired on or after October 9, 2010 shall be entitled to receive three (3) personal days annually.

B. Personal leave may be used for personal or private reasons, emergencies, observation of religious or other days of celebration or personal business, with pay, it being expressly understood, however, that said personal days shall be at the discretion of the Chief of Police as to which days shall be allowed to be taken as personal days.

C. Requests for personal days off must be in writing to the Chief of Police and record of all requests shall be kept for inspection by the Mayor and Council. Personal leave shall be granted by the Chief of Police upon request of the Employee, provided the request may be granted without the interference of the operation of the Department. Except for emergencies, leave shall be scheduled in advance.

D. In the event that any Police Officer takes a day off without the Chief's permission as one of the aforementioned personal days, he/she will lose the day's pay for the time so taken.

ARTICLE XII  
ANNUAL VACATION LEAVE

A. Vacations in each calendar year shall be granted as follows:

Years	Number of Days
1-5	12
6-10	16
11-15	19
16-20	22
Over 20	25

Except that each Employee hired on or after October 9, 2010 shall receive annual vacation leave as follows:

Years	Number of Days
1-10	12
11-20	20
Over 20	22

B. 1. All permanent Employees shall be entitled to vacation leave based on their years of continuous service. Such vacation leave benefits are to be credited January 1<sup>st</sup> on the basis of a contractual calendar. Vacation leave benefits are determined by the maximum years of service reached during the contractual year.

2. The rate of pay shall be the Employee's regular straight time rate of pay in effect for the Employee's regular job on the pay day immediately preceding the Employee's vacation period.

3. Vacation allowance must be taken during the current calendar year at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure of work. Vacation shall be scheduled and taken each year, with

due regard for each officer's request to carry forward vacation leave to the succeeding year barring an emergency.

ARTICLE XIII  
LEAVE OF ABSENCE

A. The Employer agrees that an Employee on leave due to line of duty injury shall not be put on the vacation roster if such Employee's sick leave and vacation period coincide, and his/her vacation shall be granted at a later date when the Employee returns to work. An Employee on leave due to line of duty injury, shall be available for all physicians' appointments. Employees will be provided with reasonable notice of all physician appointments.

B. In the event an Employee is entitled to vacation leave at the time of his/her death, his/her widow(er) or his/her estate shall receive one (1) day's pay for each day of earned vacation which had not been taken at the time of the Employee's death.

C. An Employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year and any vacation which may have been carried over from the preceding year provided, however, that such Employee shall only be entitled to such benefits if she/she is retiring or separating in good standing.

ARTICLE XIV  
DEATH IN FAMILY LEAVE

Leave with pay, not to exceed three (3) working days, shall be permitted where such absence is due to and necessitated by death of a member of the immediate family of the Employee. For the purpose of this section, immediate family means an officer's grandparent, parent, brother, sister, spouse, son, daughter, stepchildren, grandchild, corresponding in-laws, any step relations of the foregoing and any relative residing in his/her household. If the funeral is not in New Jersey, then four (4) days shall be permitted.

ARTICLE XV  
SICK LEAVE

- A. 1. Sick leave shall be granted Employees as follows:
- a. For the first year: one (1) day per month.
  - b. For the second year until retirement: fifteen (15) days per year.
2. Upon retirement, the Borough will pay the retiring Employee for one-half of the earned unused accumulated sick days up to a maximum of Thirteen Thousand Five Hundred (\$13,500) Dollars. The provisions of this paragraph shall not be applicable to Employees hired after January 1, 2012, who shall not be entitled to the payment provided herein.
3. In the event of the Employee's death prior to this retirement, one-half of the unused accumulated sick days up to a maximum of Thirteen Thousand Five Hundred (\$13,500) Dollars is to be paid to the Employee's designated beneficiary or estate. The provisions of this paragraph shall not be applicable to Employees hired after January 1, 2012, who shall not be entitled to the payment provided herein.
- B. 1. Every year each Employee shall be entitled to sick time buy-back incentive of five (5) days, forty (40) hours per year after the Employee saves twenty-five (25) days, which is two hundred (200) hours of accumulated sick time. Same shall be paid not later than the first pay period following the adoption of the final budget and after the Employee notifies the Borough of his/her election of the buy-back.
2. Every year each Employee shall be entitled, in addition to the buy-back of sick time set forth in B1 above, to an additional buy-back incentive of an



additional five (5) days, forty (40) hours per year after the Employee saves fifty (50) days, which is four hundred (400) hours of accumulated sick time. Same shall be paid not later than the first pay period following the adoption of the final budget and after the Employee notifies the Borough of his or her election of buy-back.

C. If an officer uses no sick days during either six month period (January 1<sup>st</sup> to June 30<sup>th</sup> or July 1<sup>st</sup> to December 31<sup>st</sup>) in calendar year, he shall be entitled to one non-accruable incentive day leave for each six (6) month period. In the event an officer does not use any sick days during the full calendar year, he shall earn a third non-accruable incentive day off. Subject to the approval of the Captain, said leave shall be scheduled no later than six (6) months after the date earned or shall be cancelled. An officer shall not be eligible for said incentive day leave if suspended from his duties, granted a paid or unpaid leave of absence or subjected to any injury leave, for more than twenty (20) working days during a six (6) month period.

D. Each retiring employee shall, at the Employee's option, have the right to receive the terminal benefit over a period of up to eighteen (18) months in up to three (3) separate payments to be issued on the Employee's requested date(s). These payments shall not accrue interest.

E. Each employee shall be entitled to maternity/paternity leave in accordance with prevailing state or federal law covering family medical leave and disability benefits.

ARTICLE XVI  
RETIREMENT

Employees shall retain all pension rights under New Jersey Law.

ARTICLE XVII  
HOURS OF WORK AND OVERTIME

A. The current twelve (12) hour shift schedule system shall continue subject to future negotiations between the parties and the dispute resolution procedures under the Public Employment Relations Commission.

B. Overtime shall be given to Employees on a seniority basis giving preference to permanent Employees and provided, however, that the Employee may refuse to exercise his seniority in which event the position will be open to the less senior man/woman.

The aforementioned shall be handled with a seniority list and upon acceptance or refusal to work in said capacity, the Employee's name shall go to the bottom of the said list.

C. Any officer assigned to the Patrol Division and working shall be paid the Sunday overtime. The Employer reserves the right to continue the flexible power shift schedule for any other officers. In addition, the Employer reserves the right to institute a power shift schedule at its own discretion at any time.

ARTICLE XVIII  
PAYDAY

A. Effective as soon as possible, and no later than January 1, 1994, all Police Officers will receive their pay every other Friday.

B. Separate checks for overtime pay shall be issued on the regular pay day.

ARTICLE XIX  
SALARIES

A. Except as otherwise provided, the salary schedule for Employees covered by this agreement shall be as set forth on Schedule A-1 annexed which contains provision for the following:

Retroactive to each effective date, each step of the salary schedule shall be increased 1.75% effective January 1, 2012; 1.75% effective January 1, 2013; 2.25% effective January 1, 2014; and 2.25% effective January 1, 2015. The Salary Schedule for Employees hired after October 9, 2010 is set forth on annexed Schedule A-2.

Employees hired after January 1, 2012, shall be paid during the years 2012 and 2013 as set forth on annexed Schedule A-3 which is based upon the current Salary Schedule (for 2011) and provides for years 2012 to 2013, a 1% increase and then for each step of the Salary Schedule, an increase of 1% effective January 1, 2014 and 1.5% effective January 1, 2015.

B. An Employee shall be paid the Academy rate while in the police Training Academy and then move to the Sixth Class Pay classification the day after leaving the Police Academy. The Employee shall earn the salary at the Sixth Class for twelve (12) calendar months. The Anniversary date for moving from Sixth Class to Fifth Class, etc., shall be the date the Employee left the Police Academy. This Anniversary Date is only for purposes of moving up the salary guide and shall not for any other purpose, including but not limited to, longevity, vacation, pension, etc.

ARTICLE XX  
LONGEVITY

A 1. Longevity is recognized as a method of rewarding Employees for their years of dedicated service and shall be paid according to the following schedule for all Employees hired before January 1, 1995. Longevity shall be an increase above base salary, which shall be added to base salary, as follows:

Years of Service	Longevity
After 5 Years of Service	1%
After 10 Years of Service	3.5%
After 15 Years of Service	5%
After 20 Years of Service	6.5%
After 21 Years of Service	7%

2. For all Employees hired on or after January 1, 1995, longevity shall be as follows:

Years of Service	Longevity
After 7 Years of Service	1%
After 10 Years of Service	3.5%
After 15 Years of Service	5%
After 20 Years of Service	6.5%
After 25 Years of Service	7%

3. For Employees hired on or after January 1, 2012, Longevity shall be as follows:

Years of Service	Longevity
After 7 Years of Service	1%
After 10 Years of Service	3.5%
After 15 Years of Service	5%.

B. The Longevity pay is to be determined by the maximum years of service reached during the contract year. Each officer shall be credited with Longevity pay on January 1<sup>st</sup> on the basis of a contractual calendar year regardless of the officer's

anniversary date. Longevity payment shall be added to the officer's base salary and paid within the regular paycheck. The Anniversary Date in Article XIX (B) will not determine longevity payment. Longevity payments are based on total years of service with the Employer, including time spent at the Academy.

ARTICLE XXI  
CLOTHING ALLOWANCE

A. 1. Each Employee covered by this agreement shall be provided with an annual allowance for clothing, equipment and maintenance. The annual allowance effective January 1, 2001, shall be One Thousand Three Hundred Fifty (\$1,350) Dollars. Each member shall draw upon said allowance by submitting to the Business Administrator under the existing municipal voucher system, a voucher for the purchase and maintenance of clothing and equipment. Each voucher shall have attached to it a sales receipt, sales slip or other documentation indicating the nature of the item and amount to be expended for the calendar years. The total amount of the voucher will not exceed Six Hundred Seventy-Five (\$675) Dollars. Payment is to be made on adoption of the municipal budget. In addition, each member will receive a check for clothing in the amount of Six Hundred Seventy-five (\$675) Dollars per year.

2. The parties agree that the clothing allowance, whether by voucher or by cash payment, is to be used exclusively for the purchase of necessary and needed clothing, equipment and maintenance of the same, and used in connection with each member's employment.

B. In the event of damage to clothing, accessories and equipment arising out of, and in the course of employment: such clothing, accessories and equipment of equal quality value shall be replaced by the Borough without cost to the officers.

C. In the event of disagreement concerning the administration of the provision of Section 2 above, the aggrieved Employee shall submit said claim through the Chief of Police to the Police Committee, and a meeting thereon shall be held within ten



(10) days of the filing of the notice by the officer in lieu of any procedure set forth in Article VIII herein.

D. All new uniform requirements will be supplied by the Borough of Keyport. Any change or addition to said uniform requirements shall be issued by the Borough of Keyport without cost to the Employee.

ARTICLE XXII  
COLLEGE INCENTIVE PROGRAM

A. It is agreed that, upon the attaining of an Associate's Degree, an officer shall be paid an additional One Hundred (\$100) Dollars to his/her base salary and upon the attaining of a Bachelor's Degree, an officer will be paid an additional Two Hundred (\$200) Dollars added to his/her base salary. Beginning January 1, 1998, an officer shall be paid an additional Three Hundred (\$300 ) Dollars to his or her base salary upon attaining an Associate's Degree, and an additional Four Hundred (\$400) Dollars added to base salary for attaining a Bachelor's Degree and an additional Six Hundred (\$600) Dollars for attaining a Master's Degree.

B. It is further understood that an officer shall be reimbursed up to One Hundred (\$100) Dollars per credit for each credit earned, providing that the officer has attained a "C" or better in a recognized institution of higher learning and that said credits are certified by the officer of the Municipality in the form of a transcript of the passing grade and further upon condition that said credits have been earned in the areas approved by the established programs of SLEPA or LEEP. Effective January 1, 2001, the Borough shall raise the per credit reimbursement amount to One Hundred Ten (\$110) Dollars where a grade of "C" was attained; One Hundred Twenty (\$120) Dollars where a grade of "B" was attained and One Hundred Thirty (\$130) Dollars where a grade of "A" was attained. Pass/fail courses shall be deemed as having achieved a grade of "C". No officer shall be reimbursed for more than a maximum of fifteen (15) credits in the year earned.

ARTICLE XXIII  
CALL-IN PAY

A. As of January 1, 1995, any Employee who is asked to return to work during periods other than his/her regularly scheduled work time, shall be guaranteed not less than (3) hours call-in pay, regardless of the number or hours actually worked, paid at overtime rate of time and one-half for a total for four and one-half (4½) hours.

B. If an Employee is called out a second time within the original three (3) hour call-in, the Employee will not receive an additional minimum call-in payment. However, if the Employee works beyond the original three (3) hour call in period, then the Employee shall receive time and one-half the Employee's regular hourly rate for all additional hours worked.

C. A Detective Patrol Officer receives a Three Hundred (\$300) Dollar stipend for being on call and a Detective Sergeant receives Six Hundred (\$600) Dollars except that, effective on and after January 1, 2010, a Detective Patrol Officer shall receive a Five Hundred (\$500) Dollar stipend for being on call and a Detective Sergeant shall receive Five Hundred Fifty (\$550) Dollars for being on call.

ARTICLE XXIV  
MEAL ALLOWANCE

A meal allowance of up to Fifteen (\$15) Dollars shall be granted for working more than fourteen (14) consecutive hours.

ARTICLE XXV  
MILEAGE

Employees shall be reimbursed at the Standard Mileage Rate established by the Internal Revenue Service during each year of the agreement for the use of his/her private means of transportation when used on Borough business.

ARTICLE XXVI  
RETENTION OF BENEFITS

Proposed new rules or modifications of existing rules governing working conditions, whether written or unwritten, shall be negotiated with the majority representative prior to being made effective.

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 XXVII  
LIFE INSURANCE, MEDICAL AND DENTAL BENEFITS

A. The life insurance program is to provide for Fifty Thousand (\$50,000) Dollars of life insurance coverage borne by the Employer.

B. Starting May 1, 1993, each Employee shall contribute the sum of Ten (\$10) Dollars per pay period for a total of Two Hundred Sixty (\$260) Dollars per year toward the cost of their medical insurance benefits. This contribution shall be deducted from their salary by the Borough of Keyport. Effective January 1, 2004, each Employee shall contribute the sum of Twenty (\$20) Dollars per pay period for a total of Five Hundred Twenty (\$520) Dollars per year toward the cost of medical insurance benefits. Effective and retroactive to May 21, 2010, each Employee shall contribute the following:

1.50% of salary for Contribution Family coverage;  
1.255 of salary for Member & Spouse coverage;  
1.00% of salary for Member & Child coverage;  
0.85% of salary for Single Employee coverage.

The level of Employee contribution set forth herein shall be inclusive of, rather than in addition to, any statutory obligation towards an Employee's requirement to make contributions toward the payment of health insurance. To the extent that the statutory obligation exceeds the awarded amounts of Employee contributions towards health insurance, the statutory obligations shall apply and supersede the above set forth contributions.

C. The Borough shall continue to provide the current medical health benefits package to all eligible Borough Employees, including Employees covered by this Agreement except, that, effective May 21, 2010, the health insurance coverage plan description shall be modified to be as follows:

Direct Access PPO Plan through BCBSNJ  
100/90/70 Coinsurance  
\$15 Doctor Visit / \$30 Specialist  
\$10 / \$20 Prescriptions  
Employee assistance program addition.

D. The Borough reserves the right to change insurance carriers or implement a self insurance program, so long as substantially similar benefits are provided at no extra cost to the Employees covered by this Agreement.

E. In the event the Employer plans to make a change, the Union will be provided with copies of the new plan twenty-one (21) days in advance. In the event the Union disagrees that the new plan provides in the aggregate substantially equal to or better than benefits, the Union may file a complaint in lieu of prerogative writ, an order to show cause, or take any other appropriate legal action in the Superior Court of New Jersey and a Superior Court judge shall decide whether or not the new medical plan provides in the aggregate substantially equal to or better than benefits. No change will be made pending the decision of the Superior Court judge. The parties agree that the Monmouth County Superior Court judge shall have jurisdiction to decide this matter.



ARTICLE XXVIII  
WORK-INCURRED INJURY

Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer may reasonably require the said Employee to present such certificates from time to time.

In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or by the final decision of the last reviewing court shall be binding upon the parties.

For the purposes of this Article, injury or illness incurred while the Employee is attending Employer sanctioned training program, shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate workers' compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE XXIX  
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 invalidated provisions.

ARTICLE XXX  
DURATION

This Agreement shall be effective as of January 1, 2012 and shall terminate on December 31, 2015. If either party desires to change this Agreement, it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given, the current contract shall remain in full force until a new contract is negotiated.

ARTICLE XXXI  
PAY FOR WORK IN A HIGHER RANK

A. Any officer in the existing rank shall have preference to fill a temporary vacancy. If ranking officer is unavailable, a subordinate shall fill that vacancy.

B. Those Employees assigned by the Chief of Police or his representative or those employees acting in the capacity of a higher rank, due to but not limited to, absences, sick time vacation, personal days, disability, schooling, who performs the duties of a higher rank shall be paid at the effective rate of pay for that rank retroactive to the assignment to that rank.

C. Assignment or work performed in the higher rank shall not be limited to the following:

1. Patrolman acting as Sergeant or Shift Leader.
2. Sergeant acting as Lieutenant.
3. Lieutenant acting as Captain.
4. Captain acting as Chief of Police.

D. There will be a twenty-five (25) day cumulative probationary period commencing on January 1, 1998 before said higher payment shall occur.

ARTICLE XXXII  
JUST CAUSE PROVISION

No Employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage, or given adverse evaluation of his/her professional services without just cause. Any such action asserted by the Borough or any agent or representative thereof shall be subject to the grievance, herein set forth.

ARTICLE XXXIII  
EMPLOYEE RIGHTS DURING INVESTIGATION

The wide ranging powers and duties given to the Department and its members involve them in all manners of contracts and relationships with the public. Out of these contracts may come questions concerning the actions of the members of the force. In an effort to ensure that the investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of an Employee shall be when the Employee is on duty.

If it is required that the Employee report to Headquarters on his/her off-duty hours, he/she shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he/she is remiss in his/her duties or found guilty of a preferred charge.

2. The Employee shall immediately be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the Employee shall be so advised. All non-confidential information to apprise the Employee of the allegations will be provided. If known that the Employee is being interrogated as a witness only, he/she will be so informed at the initial contact.

3. The questioning shall be conducted for brief periods in length. Respite will be allowed. Time will be provided for personal necessities, meals, telephone calls, and rest periods as necessary.

4. The interrogation of the Employee shall not be recorded without his/her knowledge.

5. The Employee shall not be subject to any offensive language, nor will he/she be threatened with transfers, dismissal or any other disciplinary action. No

promises of any nature shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of possible consequences of his/her acts.

6. If any Employee is under arrest or is likely to be or is a suspect or target of a criminal investigation, he/she will be given his/her rights pursuant to current decisions of the United States Supreme Court.



ARTICLE XXXIV  
REPRESENTATION FEE

A. Representation Fee

If an Employee does not become a member of the Association during any membership year (i.e., from January 1<sup>st</sup> to the following December 31<sup>st</sup>) which is covered in whole or in part by this Agreement said Employee will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

B. Procedure

1. Notification: Prior to March 1st of each year, the Association will submit to the Borough a list of those Employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of representation fee for that membership year. The Borough will deduct from the salaries of such Employees, in accordance with paragraph 2, below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule: The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) Ten (10) days after receipt of the aforesaid list by the

Borough; or

(b) Thirty (30) days after the Employee begins his/her

employment in bargaining unit position.

3. Termination: If an Employee who is required to pay a representation fee terminates his/her employment with the Borough before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Borough will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes: The Association will notify the Borough in writing of any changes in the list provided for in paragraph 1, above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Borough receives said notice.

ARTICLE XXXV  
COMPENSATION TIME FOR BOROUGH HOLIDAYS

If the Mayor or Council grants any Borough Employee time off not for weather conditions, but for other reasons, then each Police Officer working that day shall receive compensatory time other the same number of hours that were given to the other Borough employees.

In Witness Whereof, the parties agree to the above terms and have caused this Agreement to be signed by the appropriate officers and their respective seals affixed hereto on the dates below each signature.

ATTEST:

*Matthew Salvatore*  
OFFICER MATTHEW SALVATORE  
STATE PBA DELEGATE  
Dated: 9/12/12

KEYPORT PBA LOCAL 223

by: *Joseph Ruth*  
Joseph Ruth, President  
Dated: 9-12-12

ATTEST:

*Valerie T. Heilweil*  
VALRIE T. HEILWEIL, RMC  
Municipal Clerk  
Dated: 9/6/2012

BOROUGH OF KEYPORT  
by: *Robert E. McLeod*  
Robert E. McLeod, Mayor  
Dated: 9/6/2012

**KEYPORT PBA LOCAL 223  
SALARY SCHEDULE A-1  
EMPLOYEES HIRED PRIOR TO OCTOBER 9, 2010**

---

	Effective 1/1/2012	Effective 1/1/2013	Effective 1/1/2014	Effective 1/1/2015
	<u>1.75%</u>	<u>1.75%</u>	<u>2.25%</u>	<u>2.25%</u>
Academy	44,784	45,568	46,593	47,642
Patrolman:				
6th Class	45,736	46,536	47,583	48,654
5th Class	55,360	56,329	57,596	58,892
4th Class	63,887	65,005	66,467	67,963
3rd Class	72,410	73,678	75,335	77,030
2nd Class	81,581	83,009	84,876	86,786
1st Class	91,849	93,456	95,559	97,709
Detective	93,207	94,838	96,972	99,154
Sergeant	101,747	103,528	105,857	108,239
Lieutenant	107,309	109,187	111,643	114,155

**KEYPORT PBA LOCAL 223  
SALARY SCHEDULE A-2  
EMPLOYEES HIRED AFTER OCTOBER 9, 2010**

---

	Effective 1/1/2012	Effective 1/1/2013	Effective 1/1/2014	Effective 1/1/2015
	<u>1.75%</u>	<u>1.75%</u>	<u>2.25%</u>	<u>2.25%</u>
Academy	40,673	41,384	42,315	43,268
Patrolman:				
7th Class	41,536	42,263	43,214	44,187
6th Class	49,922	50,795	51,938	53,107
5th Class	58,307	59,327	60,662	62,027
4th Class	66,692	67,859	69,386	70,947
3rd Class	75,077	76,391	78,110	79,867
2nd Class	83,462	84,923	86,834	88,788
1st Class	91,849	93,456	95,559	97,709
Detective	93,207	94,838	96,972	99,154
Sergeant	101,747	103,528	105,857	108,239
Lieutenant	107,309	109,187	111,643	114,155

**KEYPORT PBA LOCAL 223  
SALARY SCHEDULE A-3  
EMPLOYEES HIRED AFTER JANUARY 1, 2012**

	Effective 1/1/2012	Effective 1/1/2013	Effective 1/1/2014	Effective 1/1/2015
	<u>0.00%</u>	<u>0.00%</u>	<u>1.00%</u>	<u>1.50%</u>
Academy	39,973	39,973	40,373	40,978
Patrolman:				
7th Class	40,822	40,822	41,230	41,849
6th Class	49,063	49,063	49,554	50,297
5th Class	57,304	57,304	57,877	58,745
4th Class	65,545	65,545	66,200	67,193
3rd Class	73,786	73,786	74,524	75,642
2nd Class	82,027	82,027	82,847	84,090
1st Class	90,269	90,269	91,172	92,539
Detective	91,604	91,604	92,520	93,908
Sergeant	99,997	99,997	100,997	102,512
Lieutenant	105,463	105,463	106,518	108,115