

Cont # 1787

T

clean

AGREEMENT

BETWEEN

BOROUGH OF SEASIDE PARK
A MUNICIPAL CORPORATION
COUNTY OF OCEAN, STATE OF NEW JERSEY
AND

LIEUTENANTS, SERGEANTS, AND PATROLMEN OF SEASIDE PARK
P.B.A. LOCAL #182

Prepared by:

Labor Relation
Consultants
813 Riverview Dr.
Brielle, N.J. 08730

201-528-6229

RECEIVED

OCT 19 1989

SEASIDE PARK
BOROUGH CLERK OFFICE

PREAMBLE - RECOGNITION

This agreement made this first day of July 1989 by and between the Borough of Seaside Park, a public corporation in the County of Ocean in the State of New Jersey hereinafter referred to as the "Borough" and the patrolmen, sergeants, and Lieutenants of Seaside Park PBA Local #182, the duly recognized representative of all full-time patrolmen, sergeants, and lieutenants who are employed by the Borough, hereinafter referred to as PBA 182.

Therefore, the Borough of Seaside Park recognizes PBA Local 182 pursuant to Chapter 303 and Chapter 123 Public Laws of N.J. as the majority representative of all full time officers serving as patrolmen, sergeants, and lieutenants and excluding all other personnel employed by the Borough of Seaside Park in any capacity.

ARTICLE I

RIGHTS AND RESPONSIBILITIES

Section 1. That it is the intention of the parties to memorialize this contract the terms of employment between the Borough and the PBA so as to reduce to writing current pay scales, working hours, and other terms of employment, most of which are of long standing and practice, to the end that there will be a clear understanding between the parties which will promote a continued harmonious relationship between them.

Section 2. That the Borough, on its behalf and on behalf of the citizens of the Borough of Seaside Park, hereby retains and reserves, unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States.

Section 3. That the exercise of the foregoing powers, authority, duties and responsibilities by the Borough and the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection herewith, shall be limited only by the specific and express terms of this agreement and then only to the extent that such specific express terms hereof are in conformity with the Constitution and the Laws of the State of New Jersey and of the United States.

Section 4. That nothing contained herein shall be considered to deny or restrict the Borough of its rights, responsibilities, and the authority under the laws of the State of New Jersey or under any Local laws s they pertain to the Borough and it is the intention of both parties hereto that this agreement be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

Section 5. Subject to the rules and regulations NJSA, Title 11, and sequences, no member of PBA Local 182 shall be disciplined, suspended, reprimanded or denied any benefit as outlined within the collective agreement without just cause.

Any such action by any agent of the Borough shall be subject to the grievance procedure herein set forth under Article III (3) of this agreement.

Section 6. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Section 7. The Borough agrees that there shall be no discrimination, and that all practices, procedures and policies of the Borough shall clearly exemplify that there is no

discrimination in the hiring, training, assignment, promotion, transfer or discipline of police or in application, or administration of this agreement on the basis of race, creed, color, religion, national origin, sex domicile, marital status, age or sexual orientation.

ARTICLE II
NEGOTIATING PROCEDURES

Section 1. That neither party shall have control over the selection of the negotiating representatives of the other party and each party agrees that its representatives be clothed with all necessary power and authority to make proposals and make further counter-proposals in the course of negotiations, with final approval of the contract to be made by the Borough at an open public meeting.

Section 2. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the terms of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

Section 3. That except as this agreement shall heretofore specifically provide all conditions of employment heretofore established by the rules, regulations, policies and practices of the Borough of Seaside Park shall continue in effect as though set forth at length herein and nothing provided herein shall be interpreted or construed so as to eliminate, reduce or otherwise detract from any benefit to either party existing prior to the effective date of this agreement.

ARTICLE III
GRIEVANCE PROCEDURES

Section 1. A grievance shall be a complaint arising out of interpretation, application or violation of policies, agreements and administrative decisions affecting the provisions of this agreement.

Section 2. No grievance can be instituted by any unit member after fifteen (15) days beyond the occurrence of the issue being grieved.

Section 3. If at any step within the grievance procedure hereinafter outlined, management's decision is not appealed within the appropriate time, such grievance shall be considered closed and there shall be no further appeal or review.

Section 4. Grievance Steps:

Step 1. The President of the Association or his duly designated representative shall present in writing the grievance to the shift supervisor of the aggrieved patrolman. With the mutual consent of both parties, discussion may ensue. The supervisor or his duly-designated representative shall answer the grievance in writing within five (5) days after receipt of the grievance.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Association within five (5) days, the Association shall present in writing the grievance to the Chief of Police within three (3) days of the Step 1 answer. With the mutual consent of both parties, discussion may ensue. The Chief of Police shall answer the grievance in writing within five (5) days after receipt of the grievance.

Step 3. If the grievance is not resolved at Step 2, or if no answer has been received by the Association within the time set forth in Step 2, the Association shall present in writing the grievance to the Police Committee within three (3) days of the Step 2 answer. With the mutual consent of both parties, discussion may ensue. The Chairman of the Police Committee, or his duly designated representative shall answer the grievance in writing within fifteen (15) days after receipt of the grievance.

Step 4. If the grievance is not resolved at Step 3, or if no answer has been received by the Association within the time set forth in Step 3, the Association shall present in writing the grievance to the mayor and Council within three (3) days of the Step 3 answer. With the mutual consent of both parties, discussion may ensue. The duly-designated representative of the mayor and Council shall answer the grievance in writing within twenty-one (21) days after receipt of the grievance.

Step 5. If the grievance is not resolved at Step 4, or if no answer has been received by the Association within the time set forth in Step 4, the Association shall present in writing the grievance to the New Jersey Public Employee Relations Commission to be resolved according to its rules and regulations.

The decision of the appointed PERC Arbitrator shall be final and binding on both parties. The Arbitrator shall issue his decision in writing approximately thirty (30) days after the close of the proceedings.

In the event that a decision or administration action involves a class of officers, the grievance shall be instituted at the level in which the relief sought can be granted.

ARTICLE IV
SALARIES AND RATE OF PAY

Section 1. That the parties agree to the salary schedule as set forth in ARTICLE XII of this agreement, for a forty (40) hour week.

Section 2. That the regular rate of pay of a patrolman shall be his annual salary divided by the number of regular pay periods during the calendar years of 1987 and 1988.

Section 3. That all patrolmen will receive longevity pay at the rate of three hundred dollars (\$300.00) after completion of each five (5) years of continuous full time service as a police officer. Longevity payments shall begin on the first payday following the anniversary date.

Section 4. Effective 1/1/90 the longevity schedule shall be modified as follows:

| | |
|--------------------|----------|
| Five (5) years | \$400.00 |
| Ten (10) years | 750.00 |
| Fifteen (15) years | 1,100.00 |
| Twenty (20) years | 1,400.00 |

Section 5. The year for determination of salary shall commence on the first day of January of each year. Any part of one year shall be considered a full year for determining salary status if the individual is employed prior to July 1st.

Section 6. The overtime rate, for a patrolman, shall be one and one-half (1 1/2) times his hourly rate of base pay.

ARTICLE V OVERTIME COMPENSATION

Section 1. Each patrolman will be paid overtime pay or given compensatory time at the rate of one and one-half (1 1/2) times the actual time worked, as determined in the following manner.

(A) Work performed in any consecutive twenty-four period in excess of the regular work day of eight hours.

(B) Work performed on a day during which the patrolman was not otherwise scheduled to work. For any work on a regular day off, the patrolman will receive a minimum of two hours pay at the overtime rate.

Section 2. For each court appearance required of a patrolman when he is off duty, there shall be paid to him overtime compensation as follows:

(A) A minimum of three (3) hours at the overtime rate, and if in court for more than two (2) hours, such additional time shall be at the overtime rate. This is to include all court appearances.

(B) During those months when court is in session once a week, each patrolman shall schedule his court appearances, when practical, for those days when he is on duty.

ARTICLE VI
VACATIONS

Section 1. That each permanent full-time patrolman shall be entitled to vacation pay at his regular rate of pay as follows:

| <u>Length of Service</u> | <u>Vacation Time</u> |
|--------------------------|----------------------|
| Up to 1 year | 1 day for each month |
| 1 to 4 years | 12 days |
| 5 to 9 years | 15 days |
| 10 to 14 years | 18 days |
| 15 to 20 years | 20 days |
| 21 and over | 1 day for each year |

Section 2.

(A) Selection of vacation schedule shall be based on seniority.

(B) No patrolman may accumulate and carry over vacation time from one year to the next without the approval of the Chief of Police.

(C) Vacations shall be scheduled between January 1st and May 15th, and the first Tuesday after Labor Day and December 31st of each year, except when a request for a different date is approved by the Chief of Police.

ARTICLE VII
HOLIDAYS

Section 1. That the following days are recognized as holidays. A patrolman may elect to receive vacation time off in lieu of said paid holidays or shall be paid for same at his regular rate of daily pay. If the election is vacation time, it shall be taken at such time when it will not disrupt the sound and efficient operation of the Police Department.

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King Day | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. General Election Day |
| 4. Washington's Birthday | 11. Veteran's Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Day After Thanksgiving |
| 7. Independence Day | 14. Christmas Day |

Section 2. If a patrolman is scheduled to work any of the below listed holidays, said patrolman, in addition to his

regular pay, will be entitled to four (4) hours compensatory time off.

- | | |
|---------------------|---------------------|
| 1. New Year's Day | 4. Labor Day |
| 2. Memorial Day | 5. Thanksgiving Day |
| 3. Independence Day | 6. Christmas Day |

ARTICLE VIII
SICK LEAVE

Section 1. that all permanent full-time patrolmen are granted fifteen (15) working days sick leave, with pay, each calendar year for non-duty connected injuries or illnesses.

Section 2. All full-time permanent patrolmen are hereby granted a leave of absence with pay not exceeding one (1) year, when said patrolman shall be injured or disabled resulting from or arising out of his or her employment, provided that the examining physician appointed by the Borough shall certify to such injury or disability. Any amount of salary or wages paid or payable to said patrolman on compensation leave shall be reduced by the amount of Workers' Compensation to said patrolman. Any full-time permanent patrolman suffering from any non-work related injury or illness shall be placed on leave without pay for a period of six (6) months in accordance with the provisions of New Jersey State Statutes. Such leave may be renewed by the governing body for an additional period not to exceed six (6) months, but no further renewal or extension of such leave may be granted except upon approval by the Mayor and Council of the Borough of Seaside Park. Benefits afforded to a permanent patrolman suffering from a non-work related injury shall be governed according to the applicable statutes, rules and regulations of the State of New Jersey in force and effect at the time of the injury or illness.

Section 3. That sick leave not taken shall accumulate from year to year and each patrolman shall be entitled to seventy-five percent (75%) of said sick leave, with pay, based on the patrolman's current rate of base pay. Such compensation shall not exceed one year's salary, and shall be given to patrolman upon termination of the patrolman's employment with the borough of Seaside Park due to retirement or disability.

(A) If a patrolman dies while in the employ of the Borough of Seaside Park, the wife or designated beneficiary of said patrolman shall be entitled to be compensated for one hundred percent (100%) of any unused sick leave accumulated by said patrolman at his current rate of base pay.

Section 4. That in computing the amount of pay for sick leave, there shall be deducted the amount of money, if any, which said patrolman is paid under provisions of Title 34, Chapter 15 of the Revised Statutes of New Jersey for temporary disabilities during the period of time said patrolman will be

absent from work on sick leave.

Section 5. That sick leave is hereby defined to mean, absence from post of duty of a patrolman due to illness, accident, exposure to contagious disease or attendance upon a patrolman's spouse and children being seriously ill or injured requiring the care and attendance of the patrolman.

Section 6. That a certificate of a reputable physician in attendance may be required as proof of illness of the patrolman or of need of his immediate family for leave under the following conditions:

(A) Leave taken the day immediately prior to or immediately after the authorized leave.

(B) Three (3) consecutive days absence for reason of illness.

(C) Absence on sick leave for three (3) days or more in any one month.

(D) Said certificates may be required by the Chief of Police or the governing body may require a patrolman to be examined by a physician of the governing body's choice at its own expense.

Section 7. 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 Chief of Police may direct the employee to a designated physician for an opinion as to the eligibility of the employee to be absent from work.

Section 8. 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 designated physician, the employee is ill or disabled because of self-imposed contributory causes or actions contrary to the code of conduct.

(C) When in the opinion of the designated 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 designated physician.

Section 9. The recommendation of the Borough-designated physician, as well as those of the attending physician, as to the justification for 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 Chief of Police. The Chief of Police reserves the right in such cases where there is a difference of professional opinion between the Borough-designated physician and the personal physician of the employee, to require the employee to submit to an examination by a third doctor.

Section 10. sick leave shall not be allowed for such things as ordinary dental care, not for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

Section 11. In charging n employ with sick leave, the smallest unit to be considered is one half (1/2) of a working day.

Section 12. Sick leave in excess of the time prescribed by this agreement my be granted t the discretion of the Chief of Police when warranted by the employee's overall work record.

Section 13. If an employee is absent from work for reasons that entitle him to sick leave, the Chief of Police or his designated representative shall be notified as early as reasonably possible prior to the start of the scheduled work shift from which he is absent. Failure to so notify the Chief of Police or his designated representative my be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for two (2) consecutive days or more and does not notify the Chief of Police or some responsible representative of the Borough on any of the first two (2) days will be subject to dismissal.

ARTICLE IX BEREAVEMENT TIME

Section 1. That in the event of a death in his or her immediate family, as hereinafter defined, a patrolman shall be granted five (5) days from duty, from date of death or funeral, with pay, which days shall not be charged against either sick leave or vacation time.

Section 2. That immediate family will be defined as parent, spouse, child, brother, sister, grandparents, spouse's parents, spouse's brother, spouse's sister, and spouse's grandparents.

ARTICLE X PERSONAL LEAVE

Section 1. That each permanent full-time patrolman shall

be entitled, each year, to three (3) working days off, with pay, for any personal reasons as defined below.

(A) Requests for said personal leave shall follow the procedure used for requests for vacation or compensatory time off.

(B) Personal leave shall not accumulate from year to year.

(C) The request for such leave shall contain one of the following possible reasons for such leave:

1. Religious ceremony involving child or grandchild.
2. Marriage of a member of the employee's immediate household.
3. Graduation of a child, spouse, or self.
4. House Closing.
5. Birth of a child to a spouse or to a child of an employee.
6. Comprehensive examinations for a degree.
7. Visitation at a college to which an employee is contemplating attending.
8. Emergency, such as fire, flood, robbery at home.
9. Other for which specific reason must be given and which shall be subject to approval at the sole discretion of the Chief of Police.

ARTICLE XI
HOSPITAL AND MEDICAL INSURANCE

Section 1. That hospital and medical insurance shall be provided by the Borough as set forth from time to time in the Ordinance of the minutes of the Borough of Seaside Park.

Section 2. The Borough of Seaside Park shall provide a Prescription Drug Plan, which will be a \$1.00 co-pay plan commencing January 1, 1984. The premium for the selected plan will be paid for by the Borough of Seaside Park.

Section 3. The Borough shall provide employees of this unit with the same vision plan as is provided to employees of the Department of Public Works.

Section 4. The Borough of Seaside Park shall provide for each member of this Unit, at Borough expense, a complete, full

family coverage including 50% of orthodontics up to a maximum of \$750.00.

For 1988 the Borough shall reexamine its dental coverage particularly orthodontics.

Section 5. In the event that the Borough extends to any of its employees medical benefits upon retirement, it is agreed that this benefit shall be extended to the members represented by this unit.

ARTICLE XII
SALARY

Section 1. That for the term of this agreement the base pay schedule for patrolmen, sergeants and lieutenants shall be as follows:

Effective 1/1/89

| | |
|-----------------|-------------|
| PTL First Year | \$19,733.00 |
| PTL Second Year | 23,022.00 |
| PTL Third Year | 26,310.00 |
| PTL Fourth Year | 28,958.00 |
| PTL Fifth Year | 32,888.00 |
| Sergeant | 35,519.00 |
| Lieutenant | 37,295.00 |

The figure for Sergeants represents an 8.0% differential above patrolmen base wage. The figures for Lieutenant represents a 5.0% differential above Sergeants base rate.

Effective 1/1/90

| | |
|-----------------|-------------|
| PTL First Year | \$21,065.00 |
| PTL Second Year | 24,576.00 |
| PTL Third Year | 28,086.00 |
| PTL Fourth Year | 30,912.00 |
| PTL Fifth Year | 35,107.00 |
| Sergeants | 38,091.00 |
| Lieutenant | 39,996.00 |

The figure for Sergeants represents an 8.5% differential above patrolman fifth year base wage. The figure for Lieutenants represents a 5% differential above Sergeants base wage.

ARTICLE XIII
UNIFORM ALLOWANCE

Section 1. That it is in the best interests of all parties that each patrolman present a proper image to the general

public.

Section 2. All patrolmen and Sergeants shall receive in each year of the contract a uniform allowance in the amount of six hundred dollars (\$600.00).

This allowance shall be issued as needed throughout the year, but shall not accumulate from one year to the next.

Section 3. All PBA members shall receive in each year of the agreement a cleaning allowance in the amount of four hundred and fifty dollars (\$450.00) per year. The payment for cleaning allowance shall be pro-rated for the year in which a new patrolman is appointed.

Section 4. That if, while in the performance of his duties, a patrolman sustains any damage to or loss of personal property (i.e. eyeglasses, wristwatch, etc.), or damage to or loss of any uniform item, the Borough will reimburse the patrolman for repair or replacement of said property or item.

ARTICLE XIV POLICE VEHICLE IMPROVEMENT

Section 1. Each police vehicle to be used by a patrolman shall be equipped with rear window defrosters, power steering and additional interior lighting.

Section 2. All police vehicles shall be equipped with air conditioning.

Section 3. That air conditioning be provided in Police Headquarters.

ARTICLE XV PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

Section 1. That it is in the best interest of the Borough of Seaside Park to encourage police officers to further their higher education in Police Science and subjects related to improving their ability to better serve the community as efficient, competent, and knowledgeable law enforcement officers, and to that end, to pay additional compensation to police officers who successfully complete courses in such fields of study.

Section 2. All members who take courses leading toward a degree in Police Science shall be reimbursed one-half of the amount expended for tuition per credit, which shall not exceed thirty-five dollars (\$35.00) for each credit. The reimbursement shall be payable upon presentation of evidence of successful completion of an approved course with a grade of "C" or better. Payment shall be made on the payday next following the presentation of required proof.

ARTICLE XVI
FALSE ARREST INSURANCE

Section 1. That it is in the best interest of the Borough of Seaside Park to encourage police officers to do their duty to the best of their ability. However, the parties hereto understand the problems arising with the possibility of a false arrest suit against a police officer.

Section 2. That all officers shall be insured through the Borough at no cost to themselves for false arrest and any other insurance which the Borough shall deem advisable naming each patrolman as insured, at least in the amount of three hundred thousand dollars (\$300,000.00)

ARTICLE XVII
NON-DISCRIMINATION

Section 1. The Borough and the PBA agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

Section 2. The Borough and the PBA agree that all employees covered under this agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Patrolmen against any employee because of the employee's membership or non-membership or activity or non-activity.

ARTICLE XVIII
SEPARABILITY AND SAVINGS

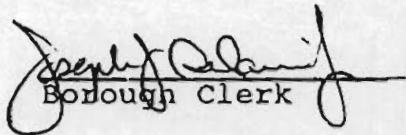
If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIX
DURATION

This agreement shall be in full force and effect as of January 1, 1989 and shall remain in effect to and including December 31, 1990, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this agreement. This agreement shall remain in effect until a new agreement is reached.

IN WITNESS WHEREOF, the parties have hereunto set their respective signatures and seals in the Borough of Seaside Park, N.J. on this 1st day of November 1989.

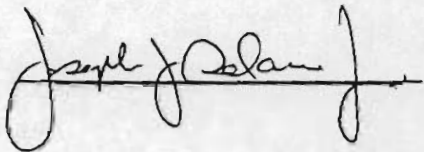
ATTEST;


Borough Clerk

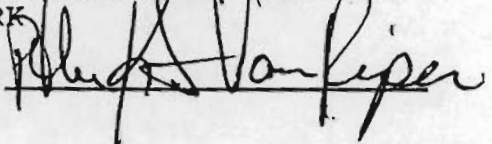
BOROUGH OF SEASIDE PARK

BY: 
John Peterson, Mayor

ATTEST:



PATROLMEN, SERGEANTS AND
LIEUTENANTS OF SEASIDE
PARK

BY: 

RESOLUTION

WHEREAS, the governing body and PBA Local No. 182 were involved in interest arbitration proceeding; and

WHEREAS, a decision and award was handed down by the arbitrator; and

WHEREAS, this governing body wishes to authorize the Mayor to execute the master contract which incorporates the decision of the arbitrator.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Seaside Park, County of Ocean, State of New Jersey as follows:

1. The Mayor and Clerk are hereby authorized to execute and attest to the attached agreement setting forth the terms and conditions of employment between the Borough and PBA Local No. 182.

2. This agreement shall be in full force and effect as of July 1, 1989 and shall remain in effect to and including December 31, 1990.

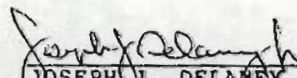
3. That upon the adoption of this resolution, the Borough Clerk is authorized and directed to forward a certified copy of this Resolution to Chief of Police, and Seaside Park PBA Local No. 182.

CERTIFICATION

I, JOSEPH J. DELANEY JR., Borough Clerk of the Borough of Seaside Park, County of Ocean, State of New Jersey do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Borough Council of the Borough of Seaside Park at a meeting held on the 19th day of October, 1989.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Borough of Seaside Park this day 19th of October, 1989.

HIERING AND HOFFMAN
COUNSELLORS AT LAW
400 WASHINGTON STREET
TOMES RIVER, N. J. 08753


JOSEPH J. DELANEY, JR.
Borough Clerk