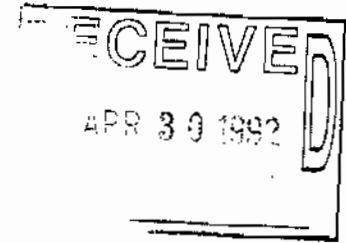


Contract no. 374



AGREEMENT

between

BOROUGH OF AVALON

CAPE MAY COUNTY, NEW JERSEY

and

LOCAL NO. 59

OF THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

(CAPTAINS)

January 1, 1992 through December 31, 1993

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PREAMBLE

THIS AGREEMENT is made and entered into this 29th day of April 1992, between the Borough of Avalon in the County of Cape May, hereinafter referred to as the Borough or employer, and Local #59, Policemen's Benevolent Association (Captains and Lieutenants) referred to as the P.B.A.

W I T N E S S E T H:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Borough and the P.B.A. to the end that continuous and efficient service will be rendered to and by both parties for the benefit of both:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I
RECOGNITION

The Borough hereby recognizes the P.B.A., as the sole and exclusive bargaining representative for the Superior Police Officers (Captains) of the Borough of Avalon.

ARTICLE II

MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities 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 the United States.

ARTICLE III

LEAVES OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any employee for a period of up to six (6) months under the conditions set forth below. The leave may be extended for an additional period of time, not to exceed an additional six (6) months.

B. A request for an unpaid leave in accordance with this Article shall be submitted in writing at least thirty (30) days prior to the date upon which leave is requested to commence. Such request shall be directed to the Chief of Police or the Director of Public Safety and shall state the reasons for the leave. A request for leave shall not be unreasonably denied. A request for leave to take another position shall not be granted.

C. A request for leave beyond the initial six (6) month period shall not be granted without the approval of the Borough Council.

ARTICLE IV
DUES CHECK-OFF

A. The Borough agrees to deduct P.B.A. dues upon receipt of a written notice from the employee. Dues shall be deducted quarterly from the last pay period of each quarter and remitted to the Financial Secretary of the Association.

B. The P.B.A. shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the said written notice from the employee, or the deduction of the 85% of Association dues.

C. The Association reserves the right to collect 85% of the annual Association dues from full-time, non-association members of the Department who benefit from provisions of this agreement.

ARTICLE V

VACATIONS

A. Members covered by this agreement shall be entitled to annual vacation leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Number of Work Days</u>
1 through 10	14
11 through 20	21
21 and over	28

B. Vacation must be taken in the year in which it is earned, unless the needs of the Department are such as to deny the employee his full vacation leave. Any unused vacation may be carried forward to the next succeeding year only.

C. Request for vacation leave of more than three (3) days must be submitted to the Chief of Police at least forty-eight (48) hours in advance. The Chief of Police shall not unreasonably deny request for vacation leave but shall consider the needs of the Department.

D. If an employee becomes sick and hospitalized while on vacation leave, the employee shall have the option of having this time charged to his accumulated sick leave instead of vacation leave.

ARTICLE VI

HOLIDAYS

A. The following holidays with pay shall be observed by the Captains of Police:

- | | |
|---------------------------|----------------------------|
| 1. New Years Day | 9. Columbus Day |
| 2. Martin Luther King Day | 10. Veteran's Day |
| 3. Lincoln's Birthday | 11. General Election Day |
| 4. Washington's Birthday | 12. Thanksgiving Day |
| 5. Good Friday | 13. Day After Thanksgiving |
| 6. Memorial Day | 14. Christmas Day |
| 7. Independence Day | 15. Municipal Election Day |
| 8. Labor Day | 16. 3 Personal Days |

B. An employee who is required to work any of the above noted holidays shall be granted time off at some other time and may, at the discretion of the Chief, receive additional time off when the need of the Department permits. He shall not be entitled to any additional compensation or to receive cash for said additional time.

C. When an employee works Memorial Day, Independence Day, and Labor Day they shall receive an additional two (2) personal days off.

ARTICLE VII

INJURY LEAVE

A. If an employee is incapacitated and unable to perform his duties because of an injury resulting from or arising out of his employment, he shall be entitled to injury leave with full pay and full employment entitlements in accordance with N.J.S.A. 40A:9-7, during the period in which he is unable to perform his duties, as certified by the Borough's physician. -

B. Any Worker's Compensation benefits received during the period of injury leave shall be turned over to the Borough.

C. Payments shall be discontinued when an employee is placed on disability retirement.

D. The employee may seek the opinion of a physician of his choosing, at his own cost, in the event that he disagrees with the findings of the Borough's physician. The parties shall jointly select a third physician to render an evaluation.

ARTICLE VIII

SICK LEAVE

A. Employees covered by this Agreement shall be entitled to sick leave with pay based on their aggregate years of service. Sick leave may be utilized by employees when they are unable to perform their duties by reason of personal illness, accident or exposure to contagious disease.

B. Sick leave shall accrue on the basis of twelve (12) working days per year for each calendar year of employment and may be accumulated without limit.

C. Employees who have at least fifteen (15) years of service with the Borough and who retire on a non-deferred basis pursuant to the rules of the New Jersey Police and Firemen's Retirement System shall receive pay for unused sick leave up to 120 days. Employees shall endeavor to notify the Borough of their intention to retire prior to the adoption of the annual budget so that payment for unused sick leave may be budgeted. Failure to do so may result in the Borough withholding payment until the year following retirement.

D. An employee may be required to submit medical evidence to substantiate the use of sick leave whenever such requirement seems reasonable.

E. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

ARTICLE IX

INSURANCE, HEALTH AND WELFARE

A. The Borough shall continue to provide each active employee, his spouse and eligible dependents with a health benefit program which includes the following:

1. Hospitalization-Surgical Benefit Plan.

A Hospitalization-Surgical Benefit Plan shall be provided containing coverages comparable to those provided at the date of the signing of this agreement.

2. Major Medical Coverage.

Upon the signing of this agreement, an unlimited maximum on Major Medical coverage shall apply after an initial \$250 Individual Deductible/\$500 Aggregate Family Deductible with 80% Co-Insurance up to \$4,000.

3. A Prescription Insurance Plan.

A Prescription Insurance Plan for all employees and their dependents with a Co-Insurance agreement of 80% of prescription costs paid by the Borough and 20% paid by the employee.

4. Dental Care Plan.

A. The Borough shall continue to provide a Dental Program in comparable to the present plan. Effective upon the signing of this agreement, the Dental Plan shall become a \$50 Deductible plan for employee, spouse and dependents. The Borough continues to agree to pay employee up to \$500 for the orthodontic option for employee and his family, in addition to the orthodontic option provided in the plan.

B. The Borough may, at its option, change any of the existing insurance plans or carriers providing such benefits, so long as on balance comparable benefits are provided to the employees and their eligible dependents. The Borough further reserves the right, at its option, to self-insure any of such plans or coverages so long as on-balance comparable benefits are provided to the employees and their eligible dependents. Prior notice must be made to the employees of any change in the above described benefits.

C. Health insurance benefits will be provided in the event of a work related injury.

D. Employees who can certify other health care coverages through a spouse's employment may elect to opt-out of the Health Benefit Program coverages hereunder and receive a payment of \$500 per annum prorated for the period of time each year that coverage does not apply to the employee. Checks for opting out will be issued on or about December 1st of each year.

E. In the event the level of benefits, deductible limits, or co-insurance requirements negotiated with PBA Local 59 covering Patrol Officers is different than those contained in this agreement, then in such event, either party can, upon thirty (30) days notice, re-open this agreement for negotiations regarding the benefits provided hereunder.

F. The Borough shall provide the employee with False Arrest Insurance of \$100,000 and \$300,000 per incident.

G. The Borough shall provide liability insurance coverage for employees acting in the course of their employment,

including the operation of their personal vehicles in the course of such employment.

H. In accordance with N.J.S.A. 40A:14-155 whenever an Employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of Police powers in the furtherance of his official duties, the Employer shall provide said Employee with the necessary means for the defense of such action or proceeding. In the event that an Employee utilizes counsel other than that supplied by the Employer, and fees and costs shall be agreed upon by the attorney and the employer prior to the attorney performing such services.

The above does not apply for the defense of an Employee in a disciplinary proceeding instituted against him by the Employer or in criminal proceeding instituted as a result of a complaint on behalf of the Employer. If any such disciplinary or criminal proceeding instituted by or on complaint of the Employer shall be dismissed or finally determined in favor of the Employee, he shall be reimbursed for the expense of his defense.

I. The Borough will provide employee, his spouse and eligible dependents with hospitalization and medical coverage after retirement until age 65 or until such time as the employee is eligible for medicare. For the purpose of this Article, retirement is to be on a non-deferred basis according to the rules of the New Jersey Police and Firemen's Retirement System after at least fifteen (15) years of service with the Borough. The Borough will continue such coverage after age 65 for the retiree only, with the retiree paying fifty (50%) percent of the cost of the premium. A retired employee may elect to have his spouse

covered in which event the retiree shall pay the entire cost of the added premium.

J. The Borough shall provide term life insurance to each active and retired employee in an amount not less than Fifteen Thousand (\$15,000.00) Dollars.

ARTICLE X

OPTION TO RETURN TIME FOR SALARY

Employees covered by this Agreement shall have the option, upon proper notice to the Chief of Police prior to October 1, of receiving salary in lieu of vacation or holidays. This shall apply to a maximum of fifteen (15) working days. Payment is to be made on the first pay day of December.

ARTICLE XI

TERMINAL LEAVE

A. Employees who have at least fifteen (15) years service with the Borough and retire on a non-deferred basis according to the rules of the Police and Firemen's Retirement System shall receive payment for terminal leave. Such leave shall be computed at the rate of four (4) days pay for each year of service with the Borough and shall be computed retroactive to January-1, 1970.

B. Employees shall endeavor to notify the Borough of their intention to retire prior to adoption of the annual budget for the year in which they plan to retire so that terminal leave may be budgeted. Failure to do so may result in the Borough withholding payment for terminal leave until the year following the employee's retirement.

C. Payment for unused vacation and holidays shall be made immediately prior to retirement.

ARTICLE XII

LONGEVITY

In addition to salary, employees covered by this Agreement shall receive longevity pay to be computed at two (2%) percent of the employee's base pay for every four (4) years of service to a maximum of twelve (12%) percent.

ARTICLE XIII
COLLEGE CREDITS

Employees covered by this Agreement shall receive Fifteen (\$15.00) Dollars per credit added to their annual salary for credits successfully completed at an accredited institution of higher learning in Law Enforcement or Police Science up to a maximum of 63 credits. Employees who have an Associates Degree in Law Enforcement or Police Science shall receive One Thousand (\$1,000.00) Dollars and for a Bachelor's Degree One Thousand Five Hundred (\$1,500.00) Dollars. Payment shall be made in a lump sum with the first regular pay in December.

ARTICLE XIV

FUNERAL LEAVE

In the event of a death in the family of an employee covered by this Agreement, time off with pay shall be granted at the discretion of the Chief of Police.

ARTICLE XV

SALARIES

Salaries for employees covered by this Agreement shall be increased by 4.5% in 1992 and 4.0% in 1993 and shall be as follows:

	<u>1992</u>	<u>1993</u>
Captains	\$46,838.55	\$48,712.09

The above noted salary for 1992 shall be retroactive to January 1, 1992. The salary for 1993 shall become effective January 1, 1993.

ARTICLE XVI

ASSIGNMENT OF VEHICLES

Upon the execution of this Agreement, the Borough agrees to reinstate the practice of assigning a vehicle to each Captain covered by this Agreement, which vehicle may be used by the Captain in connection with his official duties and also for the purposes of traveling to and from his residence to Borough Police Headquarters. This practice applies only to Captains presently employed by the Borough and does not apply to Captains appointed to the position in the future. Current employees agree to withdraw their request for arbitration regarding the Borough's termination of the practice of assigning vehicles and agree to release the Borough from any claim regarding such termination.

ARTICLE XVII

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations during the term of this Agreement. By mutual consent both parties agree that issues not included may be discussed during the term of this Agreement and that such discussions may lead to amendments to this Agreement but neither party is bound to negotiate nor may such issues be submitted for arbitration.

ARTICLE XVIII

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 member of the department supervisory staff and having the grievance adjusted without the intervention of the Association.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation of adherence to the terms and conditions of this agreement and may be raised by an individual, the Association or the Borough.

C. Procedure

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

a. Step One

(1) An employee shall institute action under the provisions hereof within fifteen (15) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance.

(2) The Chief shall render a decision within five (5) working days after receipt of the grievance.

b. Step Two

(1) In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed on forms supplied by the Borough, file his complaint with the Borough Administrator within five (5) working days following the determination by the Chief.

(2) The Borough Administrator shall render a written decision on the grievance form within ten (10) working days from the receipt of the complaint to the employee.

c. Step Three

(1) Either party may refer the matter to the Public Employment Relations Commission within thirty (30) calendar days after the determination of the Borough Administrator. An arbitrator shall be selected under the rules of the Public Employment Relations Commission.

(2) The arbitrator shall be bound and governed by the provisions of this agreement 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.

(3) The cost for the services of the arbitrator shall be borne equally by the Borough and the Association. Any additional cost shall be paid by the party incurring same.

D. Nothing herein shall prevent any employee from processing his own grievance, provided the Association may be present at any scheduled hearing and further provided that no settlement with any such individual employee shall violate this Agreement.

E. The P.B.A. representative shall be released from duty to participate in official steps of the grievance procedure and shall suffer no loss of regular pay thereby.

ARTICLE XIX

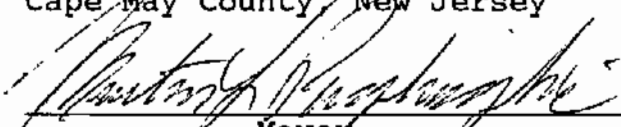
DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1992, and shall remain in effect to and including December 31, 1993, and shall remain in full force and effect from year-to-year thereafter, unless one party or the other gives notice in writing ninety (90) days prior to the expiration date of this Agreement of the desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals at Avalon, New Jersey, on this 29th day of April Nineteen Hundred and Ninety Two.

Borough of Avalon,
Cape May County, New Jersey

Local #59 of NJPBA



Mayor



Attest:



Borough Clerk

Attest:



(A: AVALON.59)
(4-16-92:adr)