

**AGREEMENT**

Between Borough of Spring Lake  
And  
Spring Lake Police Benevolent Association  
Local No. 50

Period: January 1, 2009 through December 31, 2012

Agreement between Borough of Spring Lake and Spring Lake Police Benevolent Association  
 Local No. 50

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## **PREAMBLE**

This AGREEMENT, entered into by and between the BOROUGH OF SPRING LAKE, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough" or "Employer" and the SPRING LAKE POLICE BENEVOLENT ASSOCIATION LOCAL NO. 50, hereinafter referred to as the "Association", represents the complete and final understanding of all bargainable issues between the Borough and the Association and shall be in effect from January 1, 2009 to December 31, 2012.

**ARTICLE I**  
**RECOGNITION**

- A. The Borough hereby recognizes the Association as the sole and exclusive representative for all Policemen and Sergeants of the Borough of Spring Lake Police Department, excluding the Chief of Police, Captain, Lieutenants, all other employees of the Borough of Spring Lake Police Department and all other employees of the Borough of Spring Lake.
- B. The title of Patrolman shall be defined to include the plural, as well as the singular and to include males and females, and the use of words employee, Patrolman or Officer shall be intended to include all persons in the bargaining unit.

## **ARTICLE II**

### **INTENT**

It is the intent of the parties to work cooperatively, to communicate regularly and to be reasonable in pursuing objectives that will add to the safety and quality of life of the residents of the Borough.

### ARTICLE III

#### MANAGEMENT RIGHTS

- A. The Borough of Spring Lake hereby retains and reserve unto itself, without limitation, all powers, rights, authorities, 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 of the United States.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under NJSA 40A or any other national, state, county or local laws or regulations.
- D. The Borough, through its Governing Body, shall adopt reasonable rules and regulations concerning the operation and maintenance of the Police Department of the Borough of Spring Lake. Such rules and regulations shall be in conformity with the provisions of this Agreement.
- E. The Borough will initiate periodic physical examinations for the members of the Association at the expense of the Borough. Such physical examinations shall be made no more than once each year, except in the event that a physical examination is necessary for purposes of health and safety. Such physical examination shall be conducted by a recognized medical testing center experienced in the testing of police personnel or by a physician selected and mutually agreed upon by the Borough and the Association.
- F. All new applicants for positions in the Police Department of the Borough of Spring Lake who anticipate being members of the Association shall be required to undergo and pass written, physical and psychological tests conducted by the Borough and its duly authorized representatives. Further, such tests shall be in accordance with standard testing procedures now used in similar Police Departments in the State of New Jersey.

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Borough agrees to grant the necessary time off without loss of pay to the President of the Local and such other members of the Association selected as delegates to attend any state or national convention of the New Jersey Policeman's Benevolent Association as provided under NJSA 40A:14-177.
- B. Representatives of the Association shall be permitted to transact official Association business on Borough property at all reasonable times, provided, that this shall not interfere with or interrupt normal Borough operations.
- C. The Association shall have the right to conduct meetings at reasonable times on municipal premises provided twenty-four (24) hours notice is first given to the Employer by giving such notice to the Borough Clerk before the meeting is to begin. The Employer shall select an appropriate place, depending on the number of persons to attend as estimated by the Association. The Association shall not be required to identify the persons who are attending the meeting nor may the meeting interfere with the efficiency of the Police Department.

**ARTICLE V**  
**BILL OF RIGHTS**

- A. Employees covered under this Agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the Police powers of the municipality.
- B. The wide-ranging powers and duties given the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the action of members of the force. These questions may require investigation by Superior Officers. In an effort to ensure that these 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 at a reasonable hour, preferably when the member of the force is on duty.
  2. The employee shall be informed of the nature of this investigation before any interrogation commences, including the name of the complaint. Sufficient information to reasonably apprise the employee he/she is being interrogated as a witness only must be conveyed at the initial contact.
  3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and the rest periods as are reasonable necessary.
  4. The complete interrogation of the employee shall be recorded mechanically or by Department stenographer. There will be no "OFF THE RECORD" questions. All recesses called during the questioning shall be recorded.
  5. The employee shall not be subject to any offensive language nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as inducement to answering questions.
  6. If an employee is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.
  7. In all cases and in every stage of the proceedings in the interest of maintaining the usual high morals of the force, the Department shall afford an opportunity for any employee, if he/she so requests, to consult with counsel and/or his/her P.B.A. representative(s) before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.
  8. Nothing contained in this Article shall give employees covered by this Agreement any more rights than an ordinary citizen.



## ARTICLE VI

### DUES DEDUCTIONS

- A. The Borough agrees to deduct from the salaries of its members, subject to this Agreement, dues from the Association. Such deductions shall be made in compliance with NJSA 52:14-15.9e, as amended.
- B. A check-off shall commence for each member who signs a properly dated authorization card, supplied by the Association and verified by the Borough Treasurer during the month following the filing of such card with the Borough.
- C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each member or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk.
- E. The Association 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 salary deduction authorization cards and submitted by the Association to the Borough in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- F. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Association is required under this Agreement to represent all of its members in the bargaining unit fairly and equally, without regard to the association membership. The terms of this Agreement have been made for all members in the bargaining unit, not only in the Association, and this Agreement has been executed by the Borough after it had satisfied that the Association is a proper majority representative.
- G. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with NJSA 52:14-15.9e, as amended.

## ARTICLE VII

### NON-DISCRIMINATION

- A. The Borough and the Association agree that there shall be no discrimination against any Police Officer because of race, creed, color, religion, sex, national origin or political affiliation.
- B. The Borough and the Association agree that all Police Officers 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 Association against any officer because of the Officer's membership or non-membership or activity or non-activity in the Association.

## **ARTICLE VIII**

### **SENIORITY**

- A. Seniority is defined for purposes of this Agreement as the length of continuous service with the Borough from the date of last hire. Effective as of the date of the Mastriani interest arbitration award, previous employment with other police departments and/or other departments within the Borough shall not be construed as service for any purpose within this Agreement.
- B. Seniority will be considered in determining lay-offs and recalls, provided the employee has the ability to perform the work.

## **ARTICLE IX**

### **HOURS**

The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employees' services continually throughout the seven (7) day week and that the standard work week shall consist of forty (40) hours of work within said standard work week.

## ARTICLE X

### DUTIES

- A. The duties of every police officer in the Borough of Spring Lake shall include, but not be limited to, obtaining required certification or developing and maintaining proficiency in the following areas:

1. Firearms
2. Baton
3. CPR
4. First response (First Aid)
5. American Red Cross basic water safety
6. Radar

The Borough, through the Chief of Police, shall organize, implement, and record a program to ensure that every Police Officer obtains the legally mandated certification or completes the necessary training in the above mentioned areas. The Chief of Police shall establish and schedule the training program in such manner that each officer shall have a fair opportunity to take the necessary courses without disrupting the normal operations of the Department. The Borough will utilize available resources to affect such training in a cost-effective way. Where courses are required that are conducted outside the Borough or within the Borough after an officer's normal shift, the Borough will pay sufficient overtime to enable the officer to complete the necessary training. The Association will cooperate and participate in the training program, as specified.

The Police officers shall be required to maintain certification on proficiency in the specified areas and when required, the Borough will pay sufficient overtime for this purpose.

- B. The Association will cooperate with the Chief of Police to ensure that a sufficient number of its members are certified or trained to provide functions such as operation of the noise meter, breathalyzer, fingerprinting and other necessary police operations, as determined by the Chief of Police.

## **ARTICLE XI**

### **OUTSIDE EMPLOYMENT AND ACTIVITIES**

- A. Employees shall be entitled to engage in any lawful activities and obtain any lawful work while off-duty, subject to the limitations of this Agreement.
- B. It is understood that full-time employees will consider their position with the Borough their primary employment. Any outside employment or activity must not interfere with the employee's efficiency in his/her position with the Borough and must not constitute any conflict of interest.

## **ARTICLE XII**

### **EXCHANGE OF TOURS**

The Chief of Police or his/her designee, at his sole discretion, may grant reasonable requests of employees to exchange tours of duty with other members of equal rank provided the Shift Commander of each shift is notified at least forty-eight (48) hours in advance. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would entitle either employee to receive overtime. All such requests shall be in writing.

## ARTICLE XIII

### MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operations of the Borough's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.
- B. The Association covenants and agrees that, during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position or stoppage of work or abstinence, in whole or part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough.
- C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including, but not limited to, publicly disavowing such action or other activity and directing all such members who participate in such activities to cease and desist from same immediately and return to work along with such other steps as may be necessary under the circumstances, and to bring about compliance with its orders.
- D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by a member of the Association shall entitle the Borough to take appropriate disciplinary action including the possibility of discharge in accordance with applicable law.
- E. Nothing contained in the Agreement shall be construed to limit or restrict the Borough in its right to seek or obtain such judicial relief as it may be entitled to have in law or in equity of injunction of damages, or both, in the event of such breach by the Association or its members.



## ARTICLE XIV

### GRIEVANCE PROCEDURE

- A. 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 employment under this Agreement.
- B. Nothing herein 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.
- C. 1. With regard to employees, the term "grievance" as used herein, means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees affecting them. With regard to the Borough, the term "grievance", as used herein, means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
2. With respect to the employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administration regulation, incorporated by reference in this Agreement, either expressly or by interpretation of law, shall not be processed beyond Step One herein.
- D. 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:

#### Step One:

The aggrieved or the Association shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance occurred, and an earnest effort shall be made to settle the difference between the Aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

#### Step Two:

If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, and the grievance involves an alleged violation of this Agreement only, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the immediate Supervisor or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated and the remedy requested by the grievant.

The immediate supervisor or his/her designee representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

#### Step Three:

If the Association wishes to appeal the decision of the immediate supervisor, such appeal

shall be represented in writing to the Chief of Police within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Chief of Police shall respond, in writing, to the grievance within ten (10) calendar days of the submission.

Step Four:

If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Borough's Personnel Committee within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough's Personnel Committee shall respond, in writing, to the grievance within fifteen (15) days of the submission.

Step Five:

If the grievance is not settled through Steps One, Two, Three and Four, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the Chief of Police, the designated Association Representatives shall be permitted as members of the Grievance Committee to confer with the employees and the Borough on specific grievances in accordance with the grievance procedure sets forth hereon during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough of Spring Lake or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed hereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

H. Employees covered by this Agreement shall have the right to process their own grievance without representation.

I. Paid attendance at a grievance or arbitration hearing or matter by anyone other than the grievant and his or her representation and Union representation shall be permitted only by subpoena. No

overtime shall be paid for attendance at a grievance or arbitration, but subpoenaed witnesses shall be permitted paid release time (but not overtime) to attend the aforementioned matters.

## ARTICLE XV

### DISCIPLINE AND DISCHARGE

- A. The Borough retains its rights and responsibilities to discharge, suspend or discipline any employee for just cause.
- B. Employees who are discharged or suspended shall be notified in writing of such action and the reason therefore, with a copy mailed to the local Association office within five (5) working days from the time of discharge.
- C. Employees who are discharged shall be paid in full for all wages due them by the Borough.
- D. A discharged, suspended or otherwise disciplined employee may appeal such action by the Borough through the Association in accordance with the Grievance Procedure.
- E. The time for processing of a grievance concerning the subject matter noted in this Article shall commence upon receipt of the notice provided for in Section B above by either the grievant or the Association.

## ARTICLE XVI

### WAGES

- A. 1. The annual base salary increase and annual salary for each employee at each classification and hire date are as follows:

#### Hired Before January 1, 2005

	<b>1/1/2009</b>	<b>1/1/2010</b>	<b>1/1/2011</b>	<b>1/1/2012</b>
<b>Annual Increase</b>	<b>3.80%</b>	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>
<b>Patrolman 1st Year (Probationary)</b>	<b>\$48,771</b>	<b>\$50,478</b>	<b>\$52,245</b>	<b>\$54,073</b>
<b>Patrolman, 2nd year of service</b>	<b>\$69,098</b>	<b>\$71,516</b>	<b>\$74,020</b>	<b>\$76,610</b>
<b>Patrolman, 3rd year of service</b>	<b>\$80,642</b>	<b>\$83,464</b>	<b>\$86,386</b>	<b>\$89,409</b>
<b>Patrolman, 4th year of service</b>	<b>\$86,137</b>	<b>\$89,152</b>	<b>\$92,272</b>	<b>\$95,502</b>
<b>Patrolman, 5th year of service</b>	<b>\$95,437</b>	<b>\$98,777</b>	<b>\$102,235</b>	<b>\$105,813</b>
<b>Sergeant</b>	<b>\$101,446</b>	<b>\$104,997</b>	<b>\$108,671</b>	<b>\$112,475</b>

#### Hired After January 1, 2005

	<b>1/1/2009</b>	<b>1/1/2010</b>	<b>1/1/2011</b>	<b>1/1/2012</b>
<b>Annual Increase</b>	<b>3.80%</b>	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>
<b>Patrolman 1st Year (Probationary)</b>	<b>\$43,847</b>	<b>\$45,382</b>	<b>\$46,970</b>	<b>\$48,614</b>
<b>Patrolman, 2nd year of service</b>	<b>\$54,165</b>	<b>\$56,061</b>	<b>\$58,023</b>	<b>\$60,054</b>
<b>Patrolman, 3rd year of service</b>	<b>\$64,484</b>	<b>\$66,741</b>	<b>\$69,077</b>	<b>\$71,495</b>
<b>Patrolman, 4th year of service</b>	<b>\$74,803</b>	<b>\$77,421</b>	<b>\$80,131</b>	<b>\$82,935</b>
<b>Patrolman, 5th year of service</b>	<b>\$85,120</b>	<b>\$88,099</b>	<b>\$91,183</b>	<b>\$94,374</b>
<b>Patrolman, 6th year of service</b>	<b>\$95,437</b>	<b>\$98,777</b>	<b>\$102,235</b>	<b>\$105,813</b>
<b>Sergeant</b>	<b>\$101,446</b>	<b>\$104,997</b>	<b>\$108,671</b>	<b>\$112,475</b>

**Hired After January 1, 2009**

	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
<b>Annual Increase</b>	<b>3.80%</b>	<b>3.50%</b>	<b>3.50%</b>	<b>3.50%</b>
<b>Patrolman 1st Year (Probationary)</b>	\$43,847	\$45,382	\$46,970	\$48,614
<b>Patrolman, 2nd &amp; 3rd years of service</b>	\$54,165	\$56,061	\$58,023	\$60,054
<b>Patrolman, 4th&amp; 5th years of service</b>	\$64,484	\$66,741	\$69,077	\$71,495
<b>Patrolman, 6th &amp; 7th years of service</b>	\$74,803	\$77,421	\$80,131	\$82,935
<b>Patrolman, 8th &amp; 9th years of service</b>	\$85,120	\$88,099	\$91,183	\$94,374
<b>Patrolman, 10th year of service</b>	\$95,437	\$98,777	\$102,235	\$105,813
<b>Sergeant</b>	\$101,446	\$104,997	\$108,671	\$112,475

2. Effective January 1, 2007, if a patrolman is promoted to Sergeant before he/she reaches maximum patrolman's salary, he/she shall receive a salary that is seven (7%) percent higher than the comparable patrolman's salary based on years of service until he/she reaches the maximum year of service (whichever is applicable), at which time he/she will then receive the Sergeant's rate of pay.

- B. Any retroactive payments shall be made in a lump sum within forty-five (45) days of signing this Agreement.
- C. Payment of wages set forth in Paragraph A of this Article shall commence upon passage of the proper Ordinance by the Borough of Spring Lake.
- D. If an Association member leaves the employment of the Borough within five (5) years of the date of hire, he/she will reimburse the Borough for money spent for basic training. This will be done pro-rated except in cases of death or disability. To the extent of the provisions of NJSA 40A:14-178 are applicable, these provisions will apply, it being understood and agreed, however, that an Association member who leaves the employment of the Borough within five (5) years of the date of hire will reimburse the Borough the amount required, if any, to make the Borough whole for money it spent for basic training.

Within one (1) year..... 100% of cost  
Within two (2) years..... 80% of cost  
Within three (3) years.....60% of cost  
Within four (4) years.....40% of cost  
Within five (5) years..... 20% of cost

- E. Any Officer(s) given the title or assigned to the duties of Juvenile Officer and Detective shall receive a Five Hundred (\$500.00) Dollar annual stipend annually, which shall not be included in such Officer(s)' base salary

**ARTICLE XVII**

**LONGEVITY**

1. Each employee hired prior to the execution of this Agreement and covered under this Agreement shall be paid in addition to and together with his/her annual salary an annual longevity allowance according to the following schedule:

Years of Service Longevity Payment

(a) Less than five (5) years of continuous service .....	None
(b) From five (5) years to less than ten (10) years of continuous service .....	3% of base salary
(c) From ten (10) years to less than fifteen (15) years of continuous service .....	6% of base salary
(d) From fifteen (15) years to less than twenty (20) years of continuous service .....	9% of base salary
(e) Twenty (20) years or more of continuous service .....	12% of base salary

2. The longevity schedule for all employees hired after September 16, 1996 shall be as follows:

(a) Five (5) years to nine (9) years of service .....	\$1,500
(b) Ten (10) years to fourteen (14) years of service .....	\$3,000
(c) Fifteen (15) years to nineteen (19) years of service .....	\$4,500
(d) Twenty (20) years plus of service .....	\$6,000

3. Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence at the adjusted rate and shall be paid in twenty-six (26) bi-weekly installments commencing either in the first or second payroll period, within the calendar month, of the anniversary date of employment. The longevity pay shall be included as part of the yearly salary as reported to the Police and Fireman's Retirement System of the State of New Jersey so that the longevity pay shall be used in calculating pension benefits upon retirement or, in the event of death, disability or termination of employment, also in calculating other benefits or refunds in accordance with the rules and regulations of PFRS. Upon termination of employment by retirement or otherwise, any unpaid longevity pay due in accordance with the payroll ordinance shall be paid in one lump sum payment.



## ARTICLE XVIII

### OVERTIME

- A. In the event that a member is entitled to compensatory time off due to working in excess of the forty (40) hour work week, he/she shall be compensated one and one-half (1 1/2) times the standard hourly rate. Further, the Borough, through the Chief of Police or his/her designee, shall assign overtime hours to the members of the Association in accordance with each member's seniority and work schedule and with recognition of the employee's specialized skill to perform particular overtime assignments.
- B. In the event that a member works overtime for less than two (2) hours, such member shall receive credit for two (2) hours overtime work, which means that such members shall be compensated for three (3) hours pay at the standard hourly rate.
- C. Compensatory time may be taken in time off to be mutually agreed to by the Chief and employee or in money at the overtime rate.
- D. Members shall provide seventy-two (72) hours advance notice before the day on which compensatory time is to be used.
- E. Members shall be allowed to accumulate a maximum of eighty (80) hours in compensatory time.
- F. While the ultimate responsibility for assignment of overtime and compensatory time remains with the Chief of Police, he/she may delegate that authority when he/she is not available to make such assignments.

## **ARTICLE XIX**

### **COURT TIME**

In the event that a member of the Association is required to appear as a witness during his/her off-duty hours in any Court proceeding arising out of his /her employment, that member shall be compensated at the rate of one and one half (1 1/2) times the standard hourly rate provided, however, such member of the Association works the standard forty (40) hours during said workweek. An employee will be guaranteed two (2) hours minimum at the overtime rate.

## ARTICLE XX

### HEALTH INSURANCE AND WELFARE

- A. The Borough agrees to maintain its present health hospitalization insurance, which includes major medical.
- B. Each member shall be furnished with a complete list of benefits to which the member and his/her family are entitled.
- C. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided.
- D. The members of the Association shall be covered by the family Dental Plan and the Prescription plan for medication. Effective January 1, 2007, prescription plan co-pays shall be as follows:
  - \$7.00 co-pay (generic); \$12.00 co-pay (brand name); and \$0.00 co-pay (mail order-generic and brand name – 90 day supply).
- E. Each employee shall receive up to \$300.00 for eyeglasses and examinations upon presentation of verified bills for the employee or immediate family member only annually, effective January 1, 2006. This provision covers contact lenses as well as eyeglasses.
- F. Each employee may voluntarily elect to reduce the medical and/or dental and/or prescription insurance directly provided by the Borough for the employee and/or his/her family in order to avoid dual coverage by the Borough and the employee's spouse's employer. The employee has the option to reduce his/her number of members covered (i.e. from family coverage to single coverage status or husband/wife coverage status to no coverage, if applicable) to lower overall coverage status than the maximum provided. If the employee elects to reduce the coverage provided by the Borough, the employee shall receive fifteen (15%) percent the difference between the original coverage premium and the reduced coverage premium for the period of time the employee receives the reduced coverage, which shall not be less than twelve (12) consecutive months from the time of the election. The employee shall, prior to receipt of such payment, provide certification of espousal coverage status (after the initial exercise) by providing the Borough with at least ninety (90) calendar days' written notice prior to the open enrollment period to the Borough Clerk and Police Chief requesting coverage change status.
- G. All employees shall pay seven hundred fifty (\$750.00) dollars per annum for participation in the Borough's health insurance system, which sum shall be deducted pro-rata for each of the employees' 26 bi-weekly paychecks.

**ARTICLE XXI**  
**CLOTHING ALLOWANCE**

The uniformed members of the Association and the Detective(s) shall receive an annual allowance in the amount of \$750.00 for clothing upon presentation of verified bills or by voucher submitted to the Borough.

## **ARTICLE XXII**

### **EDUCATIONAL INCENTIVE**

Except as provided below, all employees shall receive One Thousand One Hundred Dollars (\$1,100.00) per annum for an AS degree in criminal justice, One Thousand Six Hundred Dollars (\$1,600.00) for BA/BS degree in criminal justice, and Two Thousand Dollars (\$2,000.00) per annum for an MA degree in criminal justice.

For all employees hired on or after November 1, 1999, in order to be eligible for educational incentive pay, said degree shall have been obtained while in the employ of the Spring Lake Police Department. Said incentive pay shall be payable only upon presentation to the Borough a proper certification with respect to same from the institution attended by said employee, including courses completed and credits involved as may be applicable.

**ARTICLE XXIII**

**VACATIONS**

A. Vacation times shall be as follows:

- |  |         |
|--|---------|
| (a) Upon completion of one (1) year.....   | 5 days  |
| (b) Upon completion of two (2) years<br>through the completion of seven (7) years.....                               | 10 days |
| (c) Commencing with the beginning of eight (8) years<br>through the completion of thirteen (13) years .....          | 19 days |
| (d) Commencing with the beginning of fourteen (14) years<br>through and including subsequent anniversary dates ..... | 25 days |

B. Vacations are permitted during the Summer months to the members of the Association if the manpower requirements of the Borough will allow such vacations. Except for unusual circumstances, vacations during the months of June, July and August are limited to a maximum of one (1) week and only one (1) police officer may be on vacation at a time.

C. Employees shall not carry over unused vacation days, except in unusual circumstances approved by the Chief of Police.

## **ARTICLE XXIV**

### **PROBATIONARY EMPLOYEE**

- A. Newly hired employees shall be considered probationary employees for a period of one (1) year from appointment to the Borough Police Department or graduation from an approved police training course, whichever is later. During the probationary period, employees may be terminated at any time without recourse whatsoever. Any continuous service as full time temporary employee shall be credited as probationary status when an employee is transferred to a permanent position.
- B. Upon completion of the probationary period, the employee's seniority shall be effective as of the original date of employment.

**ARTICLE XXV**

**SICK LEAVE**

A. Sick leave shall be as follows:

- |  |         |
|--|---------|
| 1. Hire through completion of one (1) year .....   | 5 days  |
| 2. Completion of one (1) year through<br>completion of two (2) years .....                 | 7 days  |
| 3. Completion of two (2) years through<br>completion of three (3) years .....              | 9 days  |
| 4. Completion of three (3) years through<br>completion of four (4) years .....             | 11 days |
| 5. Completion of four (4) years forward and<br>including subsequent anniversary dates..... | 15 days |

Sick leave shall mean an absence from post or duty of an employee because of illness, accident (off-duty), exposure to contagious disease, attendance upon a member of the employee's immediate family who is seriously ill and requires care or attendance of such an employee. Immediate family shall be defined as father, mother, husband, wife, child, sister, brother or other relative living in the employee's household.

- B. If an Officer is absent from work for reasons that entitle him/her to sick leave, the Chief of Police, or his/her designated representative, shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift he/she is absent; one (1) hour before the day shift. Failure to notify may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.
- C. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. If the Borough orders the employee to be examined by a physician selected by the Borough, the Borough shall pay all costs involved.
- D. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or biweekly periods, from the attending physician and/or a physician selected by the Borough. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.
- E. No employees shall be allowed to work or endanger the health and wellbeing of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Department Head may direct the employee to a physician selected by the Borough for an opinion as to the eligibility of the employee to be absent from work.
- F. Sick leave with pay shall not be allowed under the following conditions:



1. When the employee, under medical care, fails to carry out orders of the attending physician.
  2. When an employee does not report to a physician mutually agreed upon by the Borough and the Association.
  3. When the Department Head is unable to contact the employee. Mere phone calls do not fulfill this subsection.
  4. The provisions of Paragraph F are applicable only after the second consecutive day of illness.
- G. The recommendation of the physician selected by the Borough as well as that of the attending physician as to the justification for the absence from duty on account of disability or illness or the fitness of the employee to return to duty shall be considered by the Department Head. The Department Head reserves the right in such cases where there is a difference of professional opinion between a physician selected by the Borough and the personal physician, to require the employee to submit any examination by a third doctor.
- H. In charging an employee with sick leave, the smallest unit to be considered is one (1) working day.
- I. Sick leave shall not be allowed for such things as ordinary dental, nor 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 workday.
- J. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
- K. Any employee who calls in sick and engages in outside employment without the written permission of his/her superior officer shall be subject to disciplinary action that may be reviewable under the grievance procedure.
- L. In the event that any employee is eligible to receive state or federal disability payments including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an employee will be required to apply for state or federal disability benefits including Social Security and to furnish proof of such application to the Borough, along with proof of receipt or denial of such benefits.
- M. In all cases of reported illness or disability that does not require hospitalization, the employee shall remain at his/her local residence. When an employee seeks to leave his/her local residence, he/she shall notify the Department Head or designated representative in advance to inform him/her as to the destination, purpose and anticipated duration of the visit. Absence from his/her residence without prior notification shall be cause for disciplinary action.
- N. Unused sick leave may be accumulated but cannot be used in advance of its accrual.

- O. Effective January 1, 1998 all employees with twenty-five (25) years of continuous service with the Borough shall receive a fifty (50%) percent of accumulated sick days up to an amount per day, set forth below, with a cap of seventy-five (75) days per man. Said payment shall be collected upon retirement. The value of each eligible accumulated, unused sick day shall be calculated by dividing the employee's base salary by two hundred and sixty (260) and this shall be increased for each year of this Agreement by the percentage (%) salary increase set forth in Article XVII, §A.
  
- P. Any employee who uses no sick days during any calendar year shall receive Three Hundred (\$300.00) Dollars. Any employee who uses only one (1) sick day in a calendar year shall receive Two Hundred (\$200.00) Dollars. Any employee who utilizes only two (2) sick days in a calendar year shall receive One Hundred (\$100.00) Dollars. Payments shall be made the first payday after the budget is adopted.

## **ARTICLE XXVI**

### **DONATION OF TIME OFF TO OTHER EMPLOYEES**

"Time off transfer" is a system whereby an officer donates earned time off to another employee. Earned time off will be defined as accrued sick time and personal days. Employer regulations shall limit such transfer to situations where the recipient of the transfer time suffers a catastrophic illness or injury. All such transfers will require the prior approval of the Borough's Personnel Committee.

## ARTICLE XXVII

### WORK-INCURRED INJURY

- A. Employees who are injured, whether slightly or severely while working, must make an immediate report within eight (8) hours thereof to their Department Head or Supervisor.
- B. An employee while on Injury Leave may not be engaged in outside employment. Such conduct shall subject the employee to disciplinary action.
- C. Where an employee suffers a work-connected injury or disability, the Borough shall continue such employee with full pay during the continuance of such employee's inability to work for a period of up to one (1) year. During this period of time, all temporary weekly disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough. An employee who is certified absent on account of a disability or accident caused in the unusual course of his/her employment and directly in the line of duty, shall not have such absence charged against his/her sick leave.
- D. The employee may be reasonably required to present evidence by a certification of a physician that he/she is unable to work.
- E. If the Borough orders the employee to be examined by a physician selected by the Borough, the Borough shall pay all costs involved.

**ARTICLE XXVIII**

**PERSONAL DAYS**

- A. The members of this Association shall be entitled to four (4) personal days. Employees hired after January 1, 1989 shall receive personal days as follows:
1. 0-completion of one (1) year ..... 0 days
  2. Completion of one (1) year through completion of four (4) years ..... 3 days
  3. Completion of four (4) years and including subsequent anniversary dates..... 4 days
- B. It is understood that the Chief of Police or his/her designee may not require or evaluate the reasons for the personal day. The only justification for its denial shall be emergency problems in the department.
- C. Employees shall not carry forward unused personal days, except in unusual circumstances approved by the Chief of Police.

**ARTICLE XXIX**

**FUNERAL LEAVE**

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of the death or the day of the funeral, but in no event shall said leave exceed three (3) calendar days, unless the Chief of Police agrees to extend the time on account of distance from the employee's home to the location of the funeral.
- B. The "immediate family" shall include only husband, wife, children, brother, sister, mother, father, grandparents, grandchildren, mother-in-law and father-in-law.
- C. Reasonable verification of the event may be required by the Borough.
- D. Such bereavement leave is not in addition to any vacation leave or compensatory or other time off falling within the time of the bereavement.

## **ARTICLE XXX**

### **RETIREMENT**

Employees shall notify the Borough of Spring Lake in writing of their intention to retire. Such notification shall be given at least sixty (60) days prior to the effective date of retirement and not later than January 1 of the year in which the employee plans to retire. This notification is for budgetary and personnel planning purposes only and is nonbinding. Upon separation or retirement employees shall be paid any accrued longevity payments and payments for unused sick leave pursuant to Article XXVI, Paragraph N, but shall not be compensated for unused, unearned vacation time or personal days, up to the date of retirement.

Any employee who is separated from service for a cause arising from any disciplinary action shall not be entitled to compensation for accumulated leave.

## ARTICLE XXXI

### AGENCY SHOP

- A. P.B.A. Local 50 shall be entitled to a representation fee in lieu of dues by payroll deduction from the salaries of the police officer in the Police Department in the Borough of Spring Lake who are not members of the P.B.A. Local 50. This paragraph shall be subject to and interpreted and supplemented by NJSA 34:13A5.5, 5.6, 5.7 and 5.8.
- B. P.B.A. Local No. 50 covenants that it has established and maintained a demand and return system which provides pro-rata returns of dues as provided in NJSA 34:13A-5.5. This representation fee in lieu of dues by payroll deductions of non P.B.A. members ("Agency Shop") will not be effective until P.B.A. Local No. 50 has established a demand and return system, as provided in NJSA 34:13A-5.5 and will cease to be effective upon the elimination of the demand and return system.
- C. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In such litigation, the Employer shall have no obligation to defend this provision.

#### Demand and Return

Pursuant to NJSA 34:13A-5.4, Section 2, the P.B.A. and the Borough have reached an agreement whereby the P.B.A. shall be entitled to a representation fee in lieu of dues from all non-union members employees for services rendered by the P.B.A.

The representation fee in lieu of the dues shall be set at an amount not to exceed eighty-five (85%) percent of the regular membership dues, fees and assessments of the P.B.A.

Any non-union public employee who pays a representation fee to the P.B.A. in lieu of dues shall have the right to demand and receive from the P.B.A., under the procedures outlined below, a return of any portion of that representation fee which represents the non-union member's pro-rata share of expenditures by the P.B.A. that are in aid of activities of causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment of such public employee or applied toward the cost of the benefits available only to the members of the P.B.A.

A demand for return of that portion of the representation fee used for political and ideological activities not reasonably related to collective bargaining, contract administration and grievance resolution or applied toward the cost of any benefits available only to members of the majority representative may be made by non-union member assessed with said fee only in writing by certified mail, return receipt requested to President, P.B.A. Bradley Beach Local #50, Box 85, Belmar, New Jersey 07719.

A written demand must include the name, address and Social Security number of the non-union member and must identify the non-member's work location.

Said demand may be filed during the January 1 to December 31 fiscal year. However, to receive a rebate for the entire fiscal year, a non-union member must submit his/her request during the last three (3) weeks



of December. A demand received during the course of the fiscal year will only be applied toward the remainder of said year. Demands received during the last three (3) weeks of December will be presumed to be for the following fiscal year unless otherwise indicated.

A demand will only be valid for the following year if submitted during the last three (3) weeks of December or if submitted during the course of the fiscal year, for the remainder of that year. Upon receipt of that demand, the portion of the non-member's fees corresponding to an estimate of the portion of the P.B.A.'s expenditures on rebateable activities will be kept in an escrow account with interest accruing.

Each year the Executive Board will determine the amount of the P.B.A.'s expenditures on rebateable activities.

Any non-union member disagreeing with the Executive Board's determination shall have their right to appeal to the Executive Board or a hearing officer appointed by the Executive Board by filing a written appeal within thirty (30) days of the date of receipt of the determination. The appeal should be addressed to the President. All non-union members filing such appeals shall receive written notification of the date, site and time of the hearing for such appeals, a minimum of ten (10) days prior to the scheduled hearing date. At such hearings, the P.B.A. shall have the burden of proving that the portion of the representation fee demanded to be returned by the non-union member has not been used for political or ideological activities not reasonably related to collective bargaining, contract administration and grievance handling or applied toward the cost of any other benefits available only to members of the P.B.A. All appealing non-union members shall be accorded a full and fair hearing before the Executive Board or hearing officer. Said Executive Board or hearing officer shall consider and decide appeals from the determination of the Executive Board within a reasonable time following the filing of such appeals. All non-union members may bypass this step in the appeal procedure and appeal directly to the Board appointed by the Governor of New Jersey pursuant to NJSA 34:13A-5.6 as set forth below.

If any appealing non-union member is dissatisfied with the action of the Executive Board or hearing officer appointed by the Executive Board, he/she may further appeal within thirty (30) days following the decision of the Executive Board or hearing officer, to the three (3) member Board appointed by the Governor of New Jersey as provided in NJSA 34:13A-5.6 and pursuant to the rules and regulation promulgated by the Public Employment Relations Commission of New Jersey.

## **ARTICLE XXXII**

### **WORK PRESERVATION CLAUSE**

Management shall offer overtime to regular members of this Department when the assignment is made to fill a vacant regular police post. For purposes of this section, a regular police post is one to which a regular police officer has been assigned by the existing work schedule but shall not include any subposts, detective posts or motorcycle posts. A vacant post is defined as one where an officer had been taken off because of the use of sick leave, accumulated compensatory time or the use of a vacation which is used other than during the officer's vacation time.

**ARTICLE XXXIII**

**NOTIFICATION OF SHIFT CHANGE**

The Chief of Police may change any employee's regular shift assignment, provided that if any such change is made within forty-eight (48) hours prior to the commencement of the assignment, the change will be paid at a rate of time and one-half (1 1/2).

## **ARTICLE XXXIV**

### **PERSONNEL FILES**

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Department may at any time review his/her personnel file in the presence of the Chief or his/her designee. However, this appointment for review must be made through the Chief of Police or his/her designated representative.

Whenever a written complaint concerning an officer of his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut if he/she so desires and he/she shall be permitted to place said rebuttal in his/her file. Said rebuttal shall be filed within two (2) weeks of receipt of the complaint copy. When an employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if the disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded, as nothing in any file shall be removed there from. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

## **ARTICLE XXXV**

### **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, 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.

## **ARTICLE XXXVI**

### **SEPARABILITY AND SAVINGS**

Each and every clause in this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be in so violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence, paragraph in which the offending language may appear.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Spring Lake, New Jersey on NOV. 23,, 2009.

BOROUGH OF SPRING LAKE

POLICE BENEVOLENT ASSN. #50

Jennifer A. Naughton  
MAYOR JENNIFER A. NAUGHTON  
FOR THE BOROUGH

Patricia M. Riley  
FOR THE ASSOCIATION

November 23, 2009  
DATE

11/23/09  
DATE

James M. DeCespe  
Borough Clerk

W. B. [Signature]  
Witness

(Seal)