

A G R E E M E N T

BETWEEN

Point Pleasant Borough
THE BOROUGH OF POINT PLEASANT

AND

THE POLICE ASSOCIATION OF THE BOROUGH OF POINT PLEASANT

X January 1, 1987 through December 31, 1989

Prepared by:
Labor Relations
Consultants
813 Riverview Dr.
Brielle, N.J. 08730
528-6229

This collective bargaining Agreement entered into be effective the first day of January, 1986.

BETWEEN: THE BOROUGH OF POINT PLEASANT, a municipal corporation of the State of New Jersey, hereinafter referred to as "Employer."

AND: THE POLICE ASSOCIATION OF THE BOROUGH OF POINT PLEASANT, hereinafter referred to as "Employee," through a negotiating committee chosen from among its members, hereinafter referred to as "Committee."

WITNESSETH THAT, for and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

Article I - Statement of Principles

Section 1. That Employer has heretofore recognized Committee as the sole and exclusive bargaining representative of all patrolmen, patrolmen detectives, sergeants, detective sergeants, excluding the Police Chief, lieutenants, detective lieutenants, captains, detective captains, all clerical employees and all others.

Section 2. That Employer has an obligation, pursuant to Chapter 123 of the Laws of 1974, N.J.S.A. 34:13A-1 et seq., to negotiate with Committee as the said representative and to provide orderly and peaceful proceedings for presenting employee grievances and proposals.

Section 3. That it is the intention of the parties to memorialize by this Contract the terms of employment between Employer and Employee 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 4. That Employer, on its behalf and on behalf of the citizens of the Borough of Point Pleasant, 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 the Constitution of the State of New Jersey and of the United States.

Section 5. That the exercise of the foregoing powers, authority, duties and responsibilities by Employer and the adoption of policies, rules, regulations and practices in 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 that such specific express terms hereof are in conformity with the Constitution and laws of the State of New Jersey and of the United States.

Section 6. That nothing contained herein shall be considered to deny or restrict Employer of its rights, responsibilities and authority under the laws of the State of New Jersey or under any local laws as they pertain to Employer, and it is the intention of both the parties hereto that this Agreement be construed in harmony with the rules and regulations of the new Jersey Civil Service Commission.

Section 7. That the terms of this Contract shall be from January 1, 1987 through December 31, 1989.

Section 8. That for all purposes hereunder where computation of length of service shall be required, the first day of the first month of permanent full time employment shall constitute the anniversary date of employment.

Section 9. That this Agreement shall be binding upon the parties hereto for the terms of the contract as specified in Section 7 above.

Article II - Negotiating Procedure

- Section 1. That negotiations for a future contract shall begin not later than October 1, 1989 and good faith efforts shall be made to conclude an agreement within sixty (60) days from the commencement of such negotiations.
- Section 2. That neither party shall have any control over the selection of the negotiating representatives of the other party and each party hereby agrees that its representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make further counter-proposals in the course of negotiations, with final approval of the Contract to be made by the Employer at an open public meeting.
- Section 3. That this Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations and neither party shall be required to negotiate further with respect to any such matter, whether or not covered by this Agreement.
- Section 4. That except as this Agreement shall hereinafter specifically otherwise provide, all conditions of employment heretofore established by the rules, regulations, policies and practice of the Borough of Point Pleasant 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 benefits to either party existing prior to the effective date of this Agreement, other than as changed by this Agreement.

Article IV - Salaries and Rate of Pay

- Section 1. That the parties agree to the salary schedule to be as Schedule A for the years 1987 through 1989.
- Section 2. Salary plus his longevity compensation as determined pursuant to Article XIII hereof divided by the number of regular pay periods during the calendar years 1987 through 1989 in accordance with the schedule attached hereto.
- Section 3. If circumstances permit, and if employee is available for notification, in the event of an unanticipated or unplanned shift change, the employee so affected will be notified seventy-two (72) hours prior to implementing said change.
- Section 4. That each employee shall receive two dollars (\$2.00) shift differential compensation for each day on which he shall work the midnight to 8:00 AM shift, said shift differential compensation being paid to offset the additional cost of a meal which such employee cannot reasonably expect to be prepared for him at his home during such shift.
- Section 5. Each employee assigned to the Scuba Team shall be paid at the rate of two and one-half (2½) times his regular rate of pay, on an hourly basis, based upon a forty (40) hour week, for any period of time during which he is activated as a member of the Scuba Team.
- Section 6. Members of the Scuba Team will be allowed four (4) hours overtime quarterly each year for purposes of equipment testing practice.

Section 7. Employees who purchase prior retirement credits will have their anniversary date adjusted to correspond with pension records. Additionally, seniority will be adjusted with reference to vacations, and longevity will be adjusted also.

Section 8. During this contract and if legally permissible, and if not forbidden by insurance company regulations, retired members of the collective bargaining unit may continue at their own expense and upon repayment to the Borough, medical insurance plans at the group rate.

Article V - Riot Duty

Section 1. That the Employer recognizes that the preservation of law and order and public safety during civil disturbances, both within and outside of the community, requires performance of services by employees which exposes them to personal hazards beyond those normally incurred in the performance of police duties.

Section 2. That the employer, as a recognition of such hazards, shall pay to each employee who participates in the policing and control of civil disturbances, compensation at the rate of two and one-half (2½) times his regular rate of pay, on an hourly basis based upon a forty (40) hour week, for such duty in a municipality other than the Borough of Point Pleasant which reimburses the Employer for expenses incurred by it in providing such police personnel. In all other instances, each employee performing such duty shall be paid at regular overtime rate. In all events, the riot duty compensation paid to employees shall be for the number of hours devoted to such duty or for two (2) hours, whichever shall be the greater.

Article VI - Overtime Compensation

Section 1. Each employee shall be paid overtime compensation at the rate of one and one-half (1½) times his regular rate of pay for the following:

- A. Work performed in any consecutive twenty-four (24) hour period in which the hours of work are on a "call-out" basis or in excess of the regular continuous consecutive hours of the workday shift of eight (8) hours.
- B. Work performed on a day during which an employee was not otherwise scheduled to work, in which event the employee shall be entitled to a minimum of two (2) hours pay.

Section 2. For each off duty court appearance required of an employee, there shall be paid to such employee overtime compensation for either the time devoted to such appearance or for two (2) hours overtime, whichever shall be the greater.

Section 3. Any requests for outside employment involving members of the bargaining unit shall be assigned to all members of the bargaining unit on a rotating basis. If a member of the bargaining unit refuses to accept such outside employment, he shall be credited for it for purposes of equitable distribution as if he accepted. The contractor providing such outside employment shall be urged to provide a minimum of three (3) consecutive hours at any one time.

Section 4. Starting in 1987, in the event a PTL is in charge of a shift, will receive \$10.00 differential for being in charge.

Article VII - Vacations

Section 1. During each year of this Agreement, each permanent full time employee shall be entitled to vacation with pay at his regular rate of pay as follows:

Length of Service

Vacation Time

- | | |
|-------------------------------------|---|
| A. Up to one (1) year | one (1) working day for each month of service |
| B. Secone (2nd) through 5th year | Fourteen (14) working days |
| C. Sixty (6th) through tenth (10th) | Seventeen (17) working days |

Length of Service (continued)

Vacation Time (continued)

- | | |
|---|--------------------------------|
| D. Eleventy (11th) through fifteenth (15th) | Twenty (20) working days |
| E. Sixteenth (16th) through twentieth (20th | Twenty-three (23) working days |
| F. Twenty-first (21st) through twenty-fifth (25th) year | Twenty-six (26) working days |
| G. Twenty-sixth (26th) year and thereafter | Twenty-nine (29) working days |
| H. During the final year of employment, one-twenty (1/12th) of annual vacation based upon years of service for each month of service. | |

Section 2. That in order not to hamper the proper and efficient operation of the Police Department, the parties agree that the scheduling of vacations shall be subject to supervision of the Chief of Police in accordance with sound departmental administrative requirements, but the following conditions shall be observed in such scheduling:

- A. Selection of vacation time shall be based upon seniority provided that such requests for vacation time are filed with the proper departmental officer on or before Feb. 1st of each year; thereafter, selection of vacation time will be allotted to the employee first requesting time regardless of seniority.
- B. No employee shall be permitted to take more than three (3) consecutive weeks of vacation time at any one time unless approval has been obtained from the Chief of Police. Vacation may start on any day of the week providing the lieutenant determining schedules so approves.
- C. Only one (1) employee in each rank shall be permitted to schedule concurrent vacation time during the period from June 15th through September 15th, and in the event more than one (1) employee shall request concurrent vacation time during said period, the selection of the employee whose request will be honored shall be based upon seniority unless sound departmental administration permits or requires otherwise, subject to the provisions of Paragraph A.

- D. Commencing in 1987, requests for vacation for the ensuing year shall be submitted for approval by January 1st of that year.

Article VIII - Holidays

- Section 1. That the following days are recognized as holidays and employees working thereon shall be paid for their work at their regular rate of pay for a regular eight (8) hour working day:
2. Effective January 1, 1988 Employee Birthday shall be added to the section listed below for a total of 14 holidays and be treated and acted upon accordingly.

New Year's Day	Independence Day
Washington's Birthday	Labor Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Veteran's Day
Easter	Election Day
Memorial Day	Christmas
Martin Luther King Day	Employee Birthday

- Section 2. That when any of the above holidays is in conflict with the religious belief of any employee, such employee may substitute a religious holiday of his religious belief provided adequate notice is given to the Chief of Police.

- Section 3. That in the event that any member of the bargaining unit is required to work on any of the aforesaid holidays or in the event that any such holiday shall fall on a non-duty day, then, subject to sound departmental administrative requirements:
- (a) The member of the bargaining unit, in lieu of such compensating time off may elect to waive such compensating time off to work in lieu thereof and to be paid at his regular rate of pay for such work, with payment of all said work in lieu of holiday time off to be made to the member of the bargaining unit on the first pay day in December.

(c) Holiday pay shall be paid by the Borough to each member of the Unit on the last pay of November in each year of this agreement.

Article IX - Sick Leave

Section 1. That each permanent full time employee is granted fifteen (15) working days sick leave with pay each calendar year for nonduty connected injuries and illnesses.

Section 2. That sick leave not taken shall accumulate from year to year, and each employee shall be entitled to such accumulative sick leave with pay, if and when needed.

Section 3. That in computing the amount of pay for sick leave, there shall be deducted the amount of money, if any, which such employee is paid under provisions of Chapter 15 of Title 34 of the Revised Statutes of New Jersey for temporary disability during the period of time such employee shall be absent from work on sick leave.

Section 4. That sick leave is hereby defined to mean absence from post of duty of an employee due to illness, injury, exposure to contagious disease or attendance upon an employee's immediate family being seriously ill or injured and requiring the care and attendance of such employee.

Section 5. (a) An employee who has been absent on sick leave for five or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.

1. An employee who has been absent on sick leave for periods totaling more than 15 days in one calendar year consisting of periods of less than five days shall have his or her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences.

of one day or less, only one submission of such proof shall be necessary for a period of six months.

2. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

(b) In case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.

(c) In the case of death in the immediate family, reasonable proof shall be required.

(d) The appointing authority may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the agency, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Section 6. Any officer who is injured, ill or disabled from any cause may be granted an injury leave with pay for a period not exceeding one year provided that an examining physician appointed by the Borough certifies to such injury, illness or disability pursuant to NJSA 40A-14-137.

Article X - Bereavement Time

Section 1. That in the event of a death in his or her immediate family, as hereinafter defined, an employee shall be granted three (3) working days leave from duty with pay, which days shall not be charged against either sick leave or vacation time.

Section 2. That immediate family is hereby defined as parent, spouse, child, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or grandchild of an employee.

Section 3. That in the event of a death of an aunt, nephew, niece, or cousin, the member of the bargaining unit shall, no more than once each calendar year, be granted one (1) working day or leave with pay, which day shall not be charged against either sick leave or vacation time.

Article XI - Hospital and Medical Insurance

Section 1. That hospital and medical insurance shall be provided by the employer as set forth from time to time in the ordinances of the Borough of Point Pleasant.

Section 2. In any event, the UCR Insurance Plan shall be in full force and effect for Employees and the optical plan shall be dropped.

Section 3. Effective April , 1987 the Borough shall implement a full family prescription plan for all members of the Unit. The Prescription plan shall have a co-pay for generic drugs which shall be \$2.00 and for non-generic drugs it shall be \$4.00. The plan shall include for "mail order" of maintenance drugs.

Section 4. It shall be understood by the parties that the selection of the carrier to provide coverage for the Borough shall be the sole responsibility of the Borough providing that the carrier maintains the equivalent level of benefits enjoyed by the member and family of the Unit.

Section 5. It shall be understood by the parties that all medical coverage plans may include, at the Borough's option, second opinion and ambulatory care programs in addition to the coverage being received.

Article XII - Professional Development and Improvement

- Section 1. That is is in the best interests of the Borough of Point Pleasant to encourage police officers to further their formal 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. That it shall be the obligation of each employee to receive written approval for each subject course prior to enrollment therein; such approval to be obtained from the Chief of Police and the Police Committee of the Employer.
- Section 3. Effective January 1, 1981, any newly hired police officer shall be granted credit for salary purposes in accordance with the restriction of the present Section 4 for each course of study eligible for credit toward an Associate of Arts degree in police science or for each course of study eligible for credit toward a more advanced course degree which normally would receive prior approval from the Chief of Police.
- Section 4. That after successful completion of each course of study eligible for credit toward an Associate of Arts degree in police science or the successful completion of a course of study eligible for credit toward a more advanced college degree with permission received pursuant to Section 2 hereof, such employee shall receive, in addition to his salary, annual compensation (to be known as "college credit compensation") at the rate of ten dollars (\$10.00) for each credit hour of study successfully completed, provided, however, that no employee shall receive more than six hundred fifty dollars (\$650.00) college credit compensation in any one (1) calendar year.

Section 5. That college credit compensation for each such course shall commence on the pay date next following submission to the Employer of proof of successful completion of such course.

Article XIII - Longevity Compensation

Section 1. That it is in the best interests of the Borough of Point Pleasant to encourage police officers to commit themselves to lengthy careers of public service and, to that end, to pay additional compensation to those police officers who dedicate their lives to the service of the citizenry of the Borough of Point Pleasant.

Section 2. That, in addition to annual salary, each member of the bargaining unit shall receive longevity compensation as follows:

<u>Years of Service</u>	<u>Percentage of Annual Pay</u>
A. After three (3) full years	One percent (1%)
B. After six (6) full years	Two percent (2%)
C. After nine (9) full years	Three percent (3%)
D. After twelve (12) full years	Four percent (4%)
E. After fifteen (15) full years	Five percent (5%)
F. After eighteen (18) full years	Six percent (6%)
G. After twenty-one (21) full years	Seven percent (7%)
H. After twenty-four (24) full years	Eight percent (8%)

Article XIV - Uniforms and Equipment

Section . To assure that all future regular employees shall be adequately and appropriately equipped upon assuming their duties, each such regular employee shall, upon commencement of his duties, be issued:

- A. Three (3) pairs of summer pants
- B. Three (3) pairs of winter pants
- C. Three (3) long-sleeve shirts
- D. Five (5) short-sleeve shirts
- E. One (1) hat & rechargeable flashlight
- F. One (1) tie
- G. One (1) raincoat

- H. One (1) pair of rain boots
- I. One (1) winter jacket
- J. One (1) winter overcoat
- K. One (1) pair of leather boots
- L. One (1) leather belt
- M. One (1) leather holster
- N. One (1) handcuff case and handcuffs
- O. One (1) ammo pouch
- P. One (1) key holder
- Q. One (1) whistle chair
- R. One (1) S/W 459 Automatic

Section 2. To receive payment to partially defray the expense of replacing uniform components, required civilian clothing and necessary cleaning and repairing, newly hired members of the bargaining unit must complete one (1) year of service. After completing one (1) year of service, the members of the bargaining unit shall for each remaining month of that calendar year, receive one-twelfth (1/12th) of the established sum as indicated below, and thereafter shall receive yearly, the following:

(a) To partially defray the expense incurred by regular members of the bargaining unit in replacing worn or damaged uniform components, the Employer shall, by the first regular pay day in May, recompense each such member of the bargaining unit for the replacement cost of damaged or worn uniform components not to exceed four hundred dollars (\$400.00) in 1987, \$430.00 in 1988, and \$450.00 in 1989 annually per member of the bargaining unit, upon receiving appropriate proof of the uniform components replaced and the cost thereof.

1987 \$430.00 1988 \$450.00

(b) To partially defray the expense of maintaining of adequate business wardrobe incurred by those regular members of the bargaining unit assigned detective division, detectives shall be issued open purchasing orders or cash at the store of their choice in lieu of uniform allowances.

(c) Effective in 1987 the Borough of Point Pleasant shall in lieu of cleaning payments for each officer contract with a local cleaner for the cleaning of the police uniforms.

Detectives if the securing of an agreement is not successful shall receive the full cleaning payment.

Article XV - Retirement Benefits

Section 1. That it is in the best interests of the Borough of Point Pleasant to encourage police officers to commit themselves to lifetime careers of public service and, to that end, to assure that police officers who do devote their lives to such careers receive adequate retirement benefits.

Section 2. That for purposes of computing both Employee and Employer contributions to the Police and Firemen's Retirement System of New Jersey, Division of Pensions, the remuneration upon which such contributions are calculated shall be the sum of each respective member's annual salary plus his longevity compensation.

Article XVI - Liability Protection

Section 1. That the Employer recognizes that employees are frequently called upon to apprehend, detain, arrest and prosecute members of the public, that the performance of such duties may result in the assertion of claims against police officers for money damages grounded in negligence, willful misconduct, or both and that the assertion of such claims exposes employees to great financial loss in the event of an adverse verdict and in the event that employees are called upon to defend such claim.

Section 2. To assure that employees may effectively perform their duties without fear of financial loss because of damage claims asserted against them, the Employer shall:

- A. Continue to maintain in effect, public liability insurance in an amount adequate to protect employees against damage awards grounded in negligence;

- B. Maintain ef effect, liability insurance in an amount adequate to protect employees against claims for compensatory damages arising out of alleged gross negligence, malicious prosecution false arrest, assault and battery and similar torts;
- C. In no event, however shall the Employer be liable for any claim, award, or loss under Paragraph B of this Section 2 in an amount in excess of two hundred thousand dollars (\$200,000.00)

Article XVII - Personnel Files

Section 1. Upon reasonable advance notice, members of the bargaining unit shall have the right to review their own personnel file, except for initial letters of recommendation and/or matters pertaining to internal investigation.

Section 2. Members of the bargaining unit shall be shown all written derogatory material which is to be placed in their file prior to such placement, unless such materials are to be used for internal investigation.

Section 3. Only one (1) personnel file shall be used, except for matters pertaining to internal investigation.

Article XVIII - Dues Deduction and Representation Fee

Section 1. Dues and Deduction

- A. The Borough agrees to deduct from the salaries of those employees covered by this Agreement, dues for the Committee as said employees individually and voluntarily, in writing authorize the Borough to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e. Said monies, together with records of any corrections, shall be transmitted to the Committee by the Borough.

- B. The Committee shall certify to the Borough, in writing the current rate of its membership dues. Any change in the rate of membership dues will be transmitted to the Borough in writing prior to the effective date of such change.

- C. The Committee agrees to save the Borough harmless from any action or actions commenced by any employee against The Borough, for any claim arising out of such deduction, and the Committee assumes full responsibility for the disposition of the funds.

Section 2. Representation Fee

- A. The Committee shall deliver to the Employer a written statement containing the following:

(1) A statement that the Committee has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.

(2) A statement that the Committee has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.

(3) A statement establishing the amount of monthly representation fee to be deducted from the salary of each non-member. Such representation fee shall not exceed eighty five percent (85%) of the regular membership dues, fees, and assessments.

B. On the first day of each month, as necessary, the Committee shall provide the Employer with a list of all members of the bargaining unit who have failed to arrange for and become members of the Committee and a request that the representation fee of such nonmembers be deducted in accordance with the agreement.

C. Beginning with the first full pay period following receipt of the above letter, the Employer will commence deductions from salaries in accordance with Paragraph D below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Committee.

D. Payroll Deduction Schedules

The Employer will deduct the representation fee of the pay checks paid to each employee on the aforesaid list. The deductions will begin with the first pay checks:

(1) following receipt of the list provided for in Paragraph A above, or

(2) thirty (30) days after a new employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event, the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Committee, as nearly as possible, shall be the same as those used for the deduction of a regular membership to the Committee.

- E. On or about the last day of each month, as necessary, beginning with the month this Agreement becomes effective, the Employer will submit to the Committee a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
- F. The Committee hereby agrees to indemnify, defend, and save harmless the Employer from any claim, suit or action of any nature whatsoever, which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

Article XIX - Unpaid Attendance at Meetings

Section 1. The parties agree that the Employer may schedule a maximum of two (2) Department meetings per year not to exceed two (2) hours duration each. Furthermore, the parties agree that the Employer may schedule a maximum of two (2) training sessions per year, not to exceed six (6) hours per session. Attendance at these meetings (both Department and training) may be required, however, the Contract shall

make provisions that those on vacation and sick leave may not be required to attend. Those who attend required meetings on off duty time shall be compensated with straight time compensatory time off.

Section 2. The parties agree that the Contract shall provide for progressive discipline for those disciplined for non-attendance at mandatory meetings.

Section 3. Nothing herein shall be interpreted to limit the Borough's ability to schedule other meetings where attendance is voluntary in nature.

Article XX - Miscellaneous

Section 1. Copies of this Agreement shall be printed at the expense of the Employer after agreement with the Committee on format, and such printing shall be completed, if possible within thirty (30) calendar days after the Agreement is signed. The Agreement shall be presented to all members of the collective bargaining unit.

Section 2. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by retelegram or registered letter to the following addresses:

A. If by the Committee to the Mayor and Council:

Municipal Building
2233 Bridge Avenue
Point Pleasant, N.J. 08742

B. If by Mayor and Council to the Committee:

Chairman of the Negotiations Committee, at the proper residence address which shall be supplied, as change requires to the Borough Clerk.

- Section 3. The Committee and its representatives may have the right to use municipal buildings at all reasonable hours for meetings; however, approval is required and such approval shall not be unreasonably withheld. The Borough Clerk shall be notified in advance of the time and place of all such meetings.
- Section 4. The Committee shall have the right to use the bulletin board for official communications if such communications are signed by an appropriate officer of the Committee, and such material shall be subject to the approval of the Chief of Police.
- Section 5. The Committee shall have the right to use the copier machine upon reasonable notice and providing it is not in use, providing that it makes payment to the Borough for the actual cost of materials used.
- Section 6. Police Department meetings which require attendance shall not normally be called on Fridays, or any day immediately preceding any holiday.
- Section 7. A Committee representative may speak to the members of the bargaining unit during any meeting referred to in Section 6 above, at the end of such meeting, providing no interference occurs with the normal operation of the Department.
- Section 8. Upon return from an officially approved leave of absence, all benefits achieved prior to such leave of absence shall be restored to the members of the bargaining unit; however, such absent time shall not count in any fashion toward accumulation of benefits nor seniority.

Section 9. The Policemen's Bill of Rights shall be attached to the Agreement as an Appendix for informational purposes only.

Article XXI - Personal Days

Section 1. Commencing January 1, 1984, each Employee shall be entitled to one (1) personal day each year, to be scheduled, unless in an emergency, subject to supervision of the Chief of Police in accordance with sound departmental administrative requirements. The criteria otherwise set forth in Section 2, Article VII shall apply.

Article XXII - Savings Clause

Section 1. The parties agree that if any provision of this Contract or the application of this Contract, as it applies to any employee, or set of circumstances shall be held invalid, then the remainder of the Contract or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. That if any such provisions are determined to be invalid, Then the Employer and the employees shall meet within twenty (20) days thereafter for the purpose of negotiating changes made necessary by applicable law.

Article XXIII - Additional Clauses. the following additional clauses shall be part of the 1987, 1988, and 1989.

Section 1. There shall be no lay-offs or demotions made by the Employer of members covered by this Agreement during the contract period.

Section 2. Section 1 hereof shall not be applicable to any disciplinary matters.

Article XXIV Duration

Section 1. This Agreement shall be effective January 1, 1987 and shall continue in effect through December 31, 1989.

Section 2. IN WITNESS WHERE OF, the parties hereto have set their hand and seals and caused these presence to be signed by the appropriate officers and the corporate seal of the Employer to be hereto affixed the 8th day of April 1987.

BOROUGH OF POINT PLEASANT

POLICE DEPARTMENT OF THE
BOROUGH OF POINT PLEASANT

BY Major Jimmy Choms

BY Pat A. Marso
PBA REPRESENTATIVE

ATTEST:

Margaret B. Van Pelt
Margaret B. Van Pelt
Borough Clerk

APPENDIX A

SALARY GUIDES

87 through 89

Patrolmen Guide	1987	1/1/88	7/1/88	1989
First Year	\$19,000	\$19,000	\$19,000	\$19,000
Second Year	24,010	24,010	24,010	24,010
Third Year	26,019	27,060	27,872	27,872
Fourth Year	27,762	28,872	29,738	31,522
Fifth Year	29,508	30,688	31,609	33,506
After five Years	31,254	32,504	33,479	35,488
Patrolmen Detective				
First Year	\$19,610	\$19,610	\$19,610	\$19,610
Second Year	24,881	24,881	24,881	24,881
Third Year	26,965	28,044	28,885	28,885
Fourth Year	28,712	29,860	30,756	32,601
Fifth Year	30,458	31,676	32,626	34,584
After Five Years	32,202	33,490	34,495	36,565
Sergeants	\$34,379	\$35,754	\$36,827	\$39,037
Detective Sergeant	35,422	36,839	37,945	40,222

