

AGREEMENT
BETWEEN
BOROUGH OF NEPTUNE CITY
AND
BRADLEY BEACH PBA LOCAL NO. 50
NEPTUNE CITY UNIT

JANUARY 1, 2010 THROUGH DECEMBER 31, 2012

LAW OFFICES:

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PREAMBLE

THIS AGREEMENT, made this 8th day of MAY 2010 by and between THE BOROUGH OF NEPTUNE CITY, NEW JERSEY, hereinafter referred to as the "Borough" or "Employer", and the BRADLEY BEACH PBA LOCAL NO. 50 NEPTUNE CITY UNIT, hereinafter referred to as the "Association" or "Union";

WITNESSETH:

WHEREAS, It is the intent and purpose of the parties hereto to maintain and promote a harmonious relationship between the Employer and such of its employees who are within the provisions of this Agreement in order that more efficient, productive, and progressive public service may be rendered, and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows,

Date: May 8, 2010 PBA: (MD) Borough MS

ARTICLE I
RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive representative for collective negotiations concerning salaries, hours of work, and other terms and conditions of employment for all Patrolmen, Corporals and Sergeants employed by the Borough of Neptune City Police Department, but excluding the Chief, Captain, Lieutenants, school guards, dispatchers and clerical employees.

ARTICLE II
MANAGEMENT RIGHTS

Section 1.

It is understood and agreed that the Employer possesses the sole and exclusive right to conduct the business of the Borough, and, except as modified by this Agreement and consistent with existing laws, to manage and direct the affairs of the Police Department, and to fulfill its lawful obligation.

Section 2.

It is further understood and agreed that all rights of management are retained by the Employer, and that these rights shall include, but not limited to the right to:

- a. direct, supervise and otherwise manage the employees to maximize efficiency and to take all reasonable steps to improve productivity of the Department;
- b. hire, promote, transfer, and assign,
- c. suspend, demote, discharge, or take other necessary disciplinary action for just cause;
- d. relieve employees from duty because of lack of work or other legitimate reasons;
- e. determine the work to be performed within the unit of employees covered by this Agreement; and
- f. purchase the services of others by contract or otherwise.

ARTICLE III
GRIEVANCE PROCEDURE

Section 1.

A grievance is hereby defined as any Complaint or question arising between the Employer and the Union, of any employee represented by the Union, as to the meaning, application, or operation of any provision of this Agreement. It is understood and agreed that either party of this Agreement may file a grievance as herein above defined.

Section 2.

For purposes of providing an orderly method for handling and disposing of grievances as defined, and to promote and improve the productivity of the Department, it is hereby agreed that all such grievances shall be adjusted as follows:

STEP 1. If the Union or an employee represented by the Union wishes to file a grievance, it shall be presented by the designated Union representative to the aggrieved employee orally to the head of the Police Department or his designated representative within twenty (20) days after the occurrence which gives rise to the grievance. If the Employer files a grievance, it shall be presented orally by the Head of the Police Department to the President of the Union within twenty (20) days after the occurrence which gives rise to the grievance. The respective party to whom the grievance is presented shall answer such grievance orally within five (5) days from the date of its presentation.

STEP 2.

If the grievance is not resolved at Step 1, or if no answer has been received within the time limits set forth in Step 1, the party initiating the grievance shall present same in writing to the Head of the Police Department or the President of the Union, as the case may be, within five (5) days of the answer or the expiration of the time limits set forth in Step 1. This written presentation shall set forth the nature of the grievance, the applicable provisions of the Agreement, and the position of the initiating party with respect to same, The party to whom the grievance

is presented shall answer the grievance in writing within five (5) days after receipt of same.

STEP 3.

If a Union or employee grievance is not resolved at Step 2, or if no answer has been received within the time limits set forth in Step 2, the written grievance may be presented to the Police Committee of the Borough. The Police Committee shall render its decision on the grievance in writing within fifteen (15) days from the date the grievance is presented. If an Employer grievance is not resolved or answered at Step 2, it shall be considered denied, and the Employer shall have the right to request arbitration pursuant to the procedures hereinafter set forth.

STEP 4.

If the Union or employee grievance is not resolved at Step 3, or if no response is received by the initiating party within the time set forth in Step 3, the grievance as written may be presented to the Mayor and Council of the Borough. The Mayor and Council shall render a final written decision with respect to the grievance within fifteen (15) days from the date said grievance is presented.

Section 3.

If the grievance is not settled at the final step of the grievance procedure, the aggrieved party shall have the right to choose between submitting such grievance to arbitration or to avail himself of all legal remedies provided by Title 40A of the revised New Jersey Statutes. This will require the aggrieved employee to make the election in writing as he is not entitled to pursue both remedies. This written election of remedy shall be transmitted to the Borough Administrator or his/her designated representative.

Section 4. ARBITRATION

Any grievance as herein above defined which arises and which is not resolved by the grievance procedure may be submitted to arbitration in accordance with the following terms and procedures:

- a. The party requesting arbitration must make the request in writing within fifteen (15) days after the final step of the grievance

procedure, (Step 4 for Union or employee grievance, and Step 2 for Employer grievance).

b. All requests for arbitration shall be submitted to the Public Employment Relations Commission (PERC) for selection of an arbitrator in accordance with the procedures of that Agency.

c. The cost of arbitration shall be equally shared by the parties, but each party shall pay its own costs and expenses incurred in presenting its case to the Arbitrator.

d. The Arbitrator shall interpret the Contract as written and shall not have the authority to add to, modify or otherwise change the written agreement between the parties.

e. The Arbitrator shall render his/her written opinion and award within thirty days after the close of the hearing, except in the case of discharge which the parties herewith agree to expedite to Step 4 of the grievance procedure within five (5) days of the date of discharge, and, if not settled, to process said discharge to arbitration within three (3) days after the decision under Step 4 of the grievance procedure. In a discharge case, the Arbitrator shall render a "bench award" within four (4) hours after the close of the hearing and thereafter shall file his written opinion and award.

Section 5.

The parties may mutually agree to extend the grievance procedure time limits and may mutually agree to expedite a grievance to the final step of the grievance procedure after Step 1 presentation.

ARTICLE IV
SUSPENSION AND DISCHARGE

Section 1.

The parties agree that the Employer may suspend or discharge any employee covered by this Agreement regardless of his seniority for good cause. Notice of such discharge or suspension shall be served upon the Union at the same time it is being served upon the employee involved.

Section 2.

If an employee feels that he is being discharged or suspended unjustly, said employee may file a grievance in accordance with the provisions of the grievance procedure set forth herein, which grievance must be initiated within three (3) days (exclusive of Saturday and Sunday) from the date of receipt of notice of discharge or suspension. If no grievance is filed within the time period specified, then said discharge or suspension shall be deemed absolute and final.

ARTICLE V
NO STRIKE - NO LOCKOUT

Section 1.

It is recognized that the need for continued uninterrupted operation of the department and agencies of the Borough is of paramount importance to the citizens of the community and that there shall be no interference with such operations. Accordingly, the parties agree that there shall be no strikes, walk-outs, sympathy strikes, refusal to cross picket lines, slow-downs, unlawful picketing, sick-outs, or any other interference with normal work performance by the Union, its officers, members, agents, principals, or employees covered by this Agreement.

Section 2.

The Union will take all reasonable actions necessary to prevent its members, officers, representatives and the employees covered hereunder, either individually or collectively from participation in any of the conduct described in Section 1 above or similar activity, including but not limited to publicly disavowing such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work along with such other steps as may be possible under the circumstances to bring about compliance with its order. In cases of unauthorized activity described herein, the Employer may impose disciplinary measures or discharge any or all of the employees directly or indirectly involved. Any such disciplinary action taken by the Employer may be treated as a grievance and processed in accordance with the terms of this Agreement.

Section 3.

In consideration of the foregoing, the Employer agrees not to lock-out or cause to be locked-out any employee covered under the provisions of this Agreement.

Date: May 8, 2010 PBA: MB Borough MS

ARTICLE VI
HOURS OF WORK

Section 1.

The Borough of Neptune City Police Department work week shall begin on Mondays at 12:00 midnight and end on Sundays at 11:59 p.m. Within the parameters of this defined work week, the normal work week shall consist of forty hours.

a. The parties recognize the right of the Borough to change police officers schedules due to emergency situations as defined in N.J.S.A. 40A:14-134. In addition, the Borough will have the right to alter police officers schedules as required in order to provide training to police officers (as is the current practice). The parties also recognize the necessity of the Police Department to alter police officers schedules without paying overtime in the event of vacancies which are created by the use of sick time or because of absence due to work-related illness or injury.

b. Effective January 1, 2007, the Employer shall, sixty (60) days advance of the time required to work, post said work schedule in all places where notices are normally posted.

Section 2.

Members of the Police Department covered under this agreement shall work in accordance with the posted schedule. When an Officer is scheduled to be on vacation, in accordance with the present practice of vacation scheduling, and the members scheduled days off proceed or follow the scheduled vacation, the officer will not moved to work his scheduled days off, unless he has previously agreed in writing.

ARTICLE VII

OVERTIME

Section 1.

Hours worked in excess of those regularly scheduled shall be deemed overtime and shall be compensated at the rate of one and one-half (1) times the employee's regular hourly rate of pay or in compensatory time off at the rate of one and one-half (1 1/2) hour for each hour of work.

- a. The parties agree to comply with the provisions of N.J.S.A. 40A:14-133, except the police officers, at their sole discretion, will be entitled to either overtime or compensatory time for hours worked for which they are entitled to overtime.

Section 2.

Whenever an employee is called to duty during his regularly scheduled time off, he shall receive a minimum of three (3) hours of overtime. Overtime worked beyond the three (3) hours will be paid at one and one-half (1) hours. This rate of overtime shall apply to breathalyzer trained officers, prisoner transports, bilingual officers, crime scenes, accident scenes, any major emergency requiring an officers response, and other services in which overtime has been paid consistent with past practice. (This rate shall not apply to officers called or ordered to cover another officers sick leave). Time spent in training shall be computed from portal to portal. The beginning portal will be from police headquarters unless other arrangements are made with the Chief of Police/Public Safety Director. This rate of overtime shall apply to civil subpoenas.

Section 3.

Whenever an employee is required to attend departmental meetings during his regularly scheduled time off, he shall receive compensatory time off at the rate of one and one-half (1) for each hour.

Section 4.

Whenever an employee is required to appear as a witness in any judicial proceeding outside his shift assignment, arising directly out of his employment, he shall be guaranteed one (1) hour at double time, irrespective of time spent, and shall receive time and one-half (1) for each hour of time past the first hour.

Section 5.

The scheduling of all compensatory time off which may be earned under the terms of this Agreement shall be at the discretion of the Chief of Police/Director of Public Safety consistent with the provisions hereinafter set forth. Employees shall provide the Chief of Police/Director of Public Safety or his designee with a fourteen (14) day of request for compensatory time off. Full consideration shall be given to emergency requests for compensatory time off. No more than one employee shall receive compensatory time off at one time unless the Chief of Police/Director of Public Safety or his designee gives specific approval. Whenever possible, requests for compensatory time off shall be granted consistent with the needs and efficient operation of the Department. The Chief/Public Safety Director shall not unilaterally direct the taking off of compensatory time off earned during the calendar year, but instead shall assign compensatory time off in accordance with the provisions set forth above.

a. Any accumulated compensatory time off, including transferred compensatory time (TCT) shall not exceed one hundred (100) hours for the current calendar year. Any compensatory time in excess of one hundred (100) hours must be requested to be taken off (schedule permitting) within fifteen (15) days or the Chief of Police/Director of Public Safety may assign it off. In addition, no employee shall be permitted to take a combination of personal or compensatory time off that exceeds three (3) consecutive days without prior approval of the Chief of Police/Director of Public Safety.

1. The aforementioned cap of 100 hours will remain in place but, at the end of each calendar year, the Borough will have the right to pay down up to fifty hours of any individual officers accumulated compensatory time, and the 100 hour cap will not preclude the Borough from making this pay down. Officers in their sole discretion may choose between compensatory time or pay for any overtime occurrence provided the selection of compensatory time does not result in the officer having more than 100 hours compensatory time. At the Boroughs sole option, it may buy back compensatory time at the end of each calendar year so as to reduce the officers accrued compensatory time by up to fifty (50) hours while, at the same time, leaving the officers compensatory time balance no lower than 50 hours.

b. Any requested change of personal or compensatory time off affecting another individual's schedule that is less than thirty (30) days into the schedule, must be approved by the individual prior to submitting the request to the Chief/Public Safety Director or his designee.

c. During the year an employee may request to convert accumulated compensatory time to paid overtime. This shall be requested through the Chief of Police/Director of Public Safety or his designee and shall be paid to the employee on the next pay period following the request, providing the funds are remaining in the budget. Accumulated compensatory time may be carried over from one calendar year to the next.

Section 6.

Any employee hereby covered by this Agreement wishing to take a scheduled day off will be allowed the opportunity to have any other employee also covered by this agreement who is willing to work his or her scheduled shift to do so. Both employees involved will forward a jointly signed Transfer of Compensatory Time (TCT) request to the Chief of Police/Director of Public Safety or his designee for approval. The requesting employee will have the corresponding number of hours deducted from his accumulated COMPENSATORY TIME and same will be transferred to the accumulated Compensatory Time of the employee who agrees to work the requesting employees shift.

- a. Any employee covered under this Agreement may have the option of requesting any accumulated transferred compensatory time transferred to pay.
- b. TCT will be on an hour for hour basis only.

Section 7.

Should a police officer request to utilize compensatory time, and, at the time of said request, the use of such time creates the necessity of the Police Department to pay overtime, the officer utilizing compensatory time shall be charged 12 hours compensatory time in the Department to fill vacated shifts by paying overtime. If no officer volunteers to work the vacated shift caused by the officers request to utilize compensatory time, the request for compensatory time off will be denied. No police officer will be permitted to utilize less than 8 hours worth of compensatory time on a single occasion, unless approved in advance by the Chief of Police/Director of Public Safety or his designee.

ARTICLE VIII

WAGES

Section 1.

Base annual wages for employees covered by this agreement shall be as set forth on Schedules A1 annexed.

Section 2.

Detectives shall receive an additional increment in salary at the rate of \$1,000 per annum.

ARTICLE IX

PLEDGE OF HIGH QUALITY SERVICE

The parties recognize the need for continued high quality service to the community, and the parties agree to cooperate with each other to provide this service. The P.B.A. and each police officer will maintain and, wherever reasonably possible, increase their level of productivity and thereby continue to improve services to the community. The Borough agrees to cooperate with the Union to accomplish this objective.

ARTICLE X
LONGEVITY

Section 1. Longevity Compensation

In addition to salaries, wages or other payments hereunder, employees shall receive longevity compensation at the following schedule:

YEARS OF SERVICE		PAYMENT SCHEDULE
BEGINNING	COMPLETION	
6th	9th	1.25% of base salary
10th	14th	2.25% of base salary
15th	19th	4 % of base salary
20th	23rd	5% of base salary
24th	---	7 % of base salary

Section 2.

It is understood and agreed between the parties, that notwithstanding the fact that these longevity increments are payable as part of basic salary, they shall not be paid to the employee until November 15 of the year, following the time it is earned and shall be prorated for that portion of the year during which it is earned .

ARTICLE XI
CLOTHING ALLOWANCE

Section 1.

Employees of the Police Department covered by this Agreement shall receive a clothing allowance of \$800 annually.

Section 2.

The Employer agrees to pay each employee of the Police Department covered by this Agreement a clothing maintenance allowance of \$800 annually.

Section 3.

Pursuant to Section 2, the clothing allowance allocations will be paid on May 1st of each year. Members of the bargaining unit shall deliver receipts for uniforms, clothing and/or approved police equipment to the Chief of Police/Director of Public Safety before November 1st. Any portion of the allowance not used by November 1st, shall be returned to the Borough before November 15th.

Section 4.

The clothing maintenance allowance shall be paid in a lump sum once per calendar year on November 15. Said clothing allowance shall be prorated for an officer whose service with the Police Department is terminated for any reason during the calendar year.

Section 5.

Any uniform, clothing personal articles, excluding jewelry, damaged or destroyed in the performance of duty shall be replaced by the Borough as soon as possible. Detectives will receive cost replacement for any non-uniform article of clothing worn and damaged or destroyed in the performance of his/her duties. The cost replacement amount will be of that of a similar type uniform article. Any restitution deemed appropriate by the courts in event the clothing or articles were damaged due to an arrest shall be paid to the Borough.

ARTICLE XII

HOLIDAYS

Section 1.

There shall be thirteen (13) recognized holidays paid at eight (8) hours straight time under this Agreement.

Section 2.

Holiday compensation shall be paid in a lump sum once per calendar year on November 15. The recognized holidays are:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veterans Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

If the Employer declares any other Holiday for Borough employees, same shall be given to the employees covered hereunder except for negotiated holidays.

Section 3.

It is recognized by both parties that employees of the Police Department may not enjoy time off on the aforesaid holidays by reason of Departmental business. Accordingly, in lieu of the holiday itself, each employee shall receive compensation for the said holiday. In the event any of the aforesaid recognized holidays falls on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

ARTICLE XIII
PERSONAL DAYS

Section 1.

The personal leave policy now in effect shall continue for the term of this Agreement. Each employee shall be entitled to five (5) personal leave days per calendar year without loss of pay. There shall be no carry-over of unused personal leave from one calendar year to another. The scheduling of personal days off shall be at the discretion of the Chief of Police/Director of Public Safety consistent with the efficient operation of the Department. Employees shall submit their requests for personal days off fourteen (14) days in advance, and unless approved by the Chief/Public Safety Director or his designee, no more than one employee shall be off duty for a personal day or compensatory day at one time. Full consideration shall be given for emergency request of personal days.

a. All personal days shall be requested to be utilized no less than one week prior to the requested use of the day. Personal days sought to be used with less than one weeks notice may be denied at the discretion of the Borough, except that said request will be granted if the time off will not result in a shift being short and/or any overtime expended by the Borough as a result of the time off.

b. For timely personal day usage requests in situations in which the vacant shift must be filled by the Borough, the vacancy will be posted as an overtime shift. If and when another officer signs up to fill the vacant shift, the request to utilize the personal day shall be granted and posted on the schedule.

c. If no other officer volunteers to work the vacated shift, the Borough will deny the officers requested use of a personal day. No officer will be ordered by the Borough to work a vacated shift caused by a personal day usage request (either by being moved from one shift to another or to work the vacated shift as an overtime shift).

Section 2.

No employee shall be permitted to take a combination of personal or compensatory time off that exceeds three (3) consecutive days without prior approval of the Chief. Any requested change of personal or compensatory time off affecting another individual's schedule that is less than thirty (30) days into the schedule must be approved by that individual prior to submitting the request to the Chief/Public Safety Director or his designee.

Section 3.

Employees hired after March 1, 2000 shall receive four (4) annual personal days.

Section 4.

Notwithstanding the above, the employee has the ability to use one (1) of the personal days in Section 1. The Emergency Personal Day cannot be used on weekends or holidays. Weekends are defined as the Friday afternoon shift (currently 3:00 p.m. to 11:00 p.m.) Through the Monday shift (currently Sunday 11:00 p.m. to Monday 7:00 a.m.) Holidays redefined as those thirteen (13) holidays listed in this Agreement.

ARTICLE XIV

VACATIONS

Section 1.

Each employee covered by this Agreement shall be entitled to annual vacation leave based upon his years of service within the Department in accordance with the existing schedule which is set forth as follows:

<u>YEARS OF SERVICE</u>	<u>WORKING DAYS</u>
6 months through 1st year	1 day per 2 months to a maximum of 5 days
After 1 complete year through 5 complete years	10 working days
6th year through 8 complete years	15 working days
9th year through 15 complete years	20 working days
Start of the 16th year and thereafter	25 working days

Section 2.

For purposes of computing time in service, each employee employed by the Borough on or before June 30th shall earn credit for the entire year. If an employee is hired on or after July 1st his time in service shall be computed from the following January.

Section 3.

Scheduling of annual vacation leave shall be the sole responsibility of the Chief of Police/Director of Public Safety. Whenever possible, requests for vacation leave shall be granted consistent with the needs of the Department. Where two or more employees request the same vacation leave, preference is given on the basis of seniority consistent with the needs of the Department.

Section 4.

If the services of any employee covered hereunder are terminated for any reason other than discharge for cause, his vacation entitlement shall be prorated. It will be paid to him if owed or reimbursed to the Employer from the final pay check, if the employee has taken vacation time in excess of his prorated entitlement at the time of termination. No prorated vacation benefits will be paid to an employee who is discharged for just cause. Vacation days may not be carried from year to year unless a duty related injury or seriousness illness exists or the prior approval by the Chief of Police/Director of Public Safety.

ARTICLE XV
INSURANCE AND MEDICAL BENEFITS

Section 1.

The Borough shall continue to provide existing Point of Service medical health insurance coverage for the employees and dependents at its expense, except as provided in Section 3 of this Article. Effective April 23, 2010 or as soon thereafter as reasonably and procedurally possible, the parties acknowledge and agree that the traditional medical insurance coverage will no longer be available.

a. Life Insurance benefits as well as Workers Compensation and False Arrest Insurance shall be continued during the term of this Agreement.

b. The dental plan shall include all services and payments outlined in their proposal dated May 5, 1983.

c. The Borough will provide each employee covered under this agreement, Spectra eyeglass coverage at no cost to the employee. Any employee that wishes to take dependant/family coverage will be responsible for the difference of the cost for single coverage to the cost of family coverage. Example: if single coverage is \$50 for the year, and family coverage is \$75 per year, then the employee will be responsible to pay \$25.

Section 2.

It is understood and agreed between the parties that the employer shall have the right to change the carrier providing the insurance as set forth therein. By the designation of a new carrier, however, the Employer may not reduce the benefits of the employee. The question of whether or not such benefits are comparable under the new carrier and the existing carrier shall be subject to arbitration as though a final binding arbitration under the grievance procedure were in place, but only the terminal provision for binding arbitration shall apply to the resolution of this dispute.

Section 3.

Date: May 8, 2010 PBA: MS Borough MS

All employees hired after January 1, 1997 will pay 20% of the premium of medical insurance for which they are eligible. The Borough will pay the remaining 80% of the premium.

Section 4.

The Borough will pay the full premium for medical and dental insurance for all employees hired before January 1, 1997.

Section 5.

Upon retirement any employee covered by this Agreement who retires under the Police and Fireman's Retirement System based on the required number of years credited in such system, including employees who may have retired as the result of a disability retirement shall be provided with paid medical and dental benefits in accordance with the medical and dental benefits all other employees covered by this Agreement receive.

a. Retired employees dependents covered by this Agreement will also receive the benefits aforementioned. The expense for such medical and dental benefits shall be borne by both the Borough of Neptune City and the retired employee. The Borough of Neptune City will pay 90% of the cost of the premiums, with the retired employee paying the remaining 10% of such costs.

ARTICLE XVI

SICK LEAVE AND BEREAVEMENT

Section 1.

Sick leave is defined as any absence from duty because of illness or accident not arising out of an employee's course of employment and may be used by an employee for personal illness, illness in his immediate family (which includes only his/her spouse and children and requires his/her attendance upon the ill member) quarantine restriction, pregnancy or disabling injuries.

a. All officers will be informed in writing, by way of a joint statement from the Chief of Police/Director of Public Safety and the PBA, of the Departments concern over police officers use of sick leave. Said notice will include a statement to the effect that abuse and/or excessive use of sick time may be the subject of disciplinary action.

Section 2.

Permanent full time employees of the Police Department on an annual salary shall be granted sick leave hereinbefore defined as follows:

a. Employees with less than five years of service shall during the first twelve months of service with the Police Department accumulate sick leave at the rate of eight (8) hours per month or twelve (12) days per year until they complete five (5) years of service. After completion of five (5) years of service, the employee shall accumulate sick leave at the rate of ten (10) hours for each full month of service, or fifteen (15) days a year.

b. The amount of such leave not taken shall accumulate from year to year to his or her credit up until the employee's separation with the Police Department.

c. All employee's upon separation from the Police Department, shall be entitled to one-half (1/2) at the rate of pay in effect at the time of separation for each full day of unused accumulated sick leave up to a

maximum of two hundred seventy-five (275) days which is the equivalent of one hundred thirty seven and one half (137) days pay.

d. Said accumulated sick leave shall be paid to the employee in one lump sum upon separation from employment with the Police Department, All employees upon separation of the Police Department may elect to be paid his accumulated sick leave in subsequent year(s)

e. In the event that an employee is separated from the Department within seven (7) years of his or her starting date, all of the aforementioned accumulated sick leave benefits will be NULL AND VOID, unless that separation is a disability retirement.

f. All employees upon separation due to retirement from the Police Department shall be entitled to payment of unused, accumulated sick leave in the following manners (these options shall be at the election of the employee);

OPTIONS:

1. The employee may elect a cash payment of at the rate of pay in effect at the time of retirement for each full day of unused sick leave up to a maximum of two hundred seventy-five (275) days, which is the equivalent of one hundred thirty seven and one-half (137) days pay.

2. The employee shall be allowed to take time off up to two hundred seventy-five (275) working days at full pay prior to his official retirement date.

3. The employee may elect to take a combination of time off and a payment for sick days. In such case, the employee must declare the number of days from 1 to 275 that he/she wishes to take as paid time off. The remainder of days will then be subtracted from 275. The employee will be entitled to one-half (1/2) of this amount at a rate of pay at the time of his retirement for those days.

4. Any employee covered by this Agreement who was hired prior to January 1, 1985, will remain grandfathered and will be allowed to accrue up to three hundred (300) accumulated sick days. This will be in accordance with the provisions of the 1995 - 1996 Agreement between the Borough of Neptune City and The Neptune City Police Officers Association of PBA Local #50. All options as listed in this Agreement will also apply to those employees hired before January 1, 1985.

5. The employee, prior to taking time, shall notify the Borough at least thirty (30) days prior to the last date of work or his official retirement date.

6. Any employee who chooses to take the time off option shall not accumulate vacation time, personal days and holidays, and shall be entitled to accumulate a maximum of ten (10) sick days during this time period.

7. The term "Retirement" shall be in accordance with the Police and Fireman's Retirement System as outlined in N.J.S.A. 43:16A- 1 et seq.

f. Any employee who takes sick leave after he/she has already worked a portion of the work day, may use one-half (1/2) day of his sick leave benefits.

g. The Borough of Neptune City retains the right in its discretion to extend the period of sick leave aforementioned beyond the terms previously cited.

h. In the event of the employee's death prior to his/her separation, all accumulated sick leave benefits will be paid on the basis noted in this section above to the employee's designated beneficiary or estate.

Section 3.

The Police Chief/Public Safety Director or the Police Committee may require a certificate from a licensed physician approved by the governing body as proof of illness. An employee must promptly notify his superior officer of intended absence from work. Notification shall be made before the employee's usual starting time. Failure to notify his superior officer may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

Section 4.

In addition to the reimbursement already in the contract, employees will be entitled to the following options: to return the days to the Borough for payment within each calendar year at the employees current rate of pay, pursuant to the following schedule, provided these option do not reduce the employees sick leave bank below twenty-five (25) days.

- a. No use of sick leave days within the year - 5 sick leave days.
- b. Use of one (1) sick leave day within the year -3 sick leave days.
- c. Use of two (2) sick leave days within the year -2 sick leave days.

The Borough shall make payments to Officers in the first pay of the subsequent year.

Section 5. BEREAVEMENT LEAVE

- a. In the case of death in the immediate family, an employee shall be granted leave and suffer no loss of regular straight time pay not to exceed four (4) days concluding with the day after the funeral.
- b. Immediate family shall be defined as the employee's spouse, child, stepchild, mother, father, brother, sister, employee's grandparents, spouses grandparents, son in-law, daughter-in-law, grandchildren, mother-in law, father-in-law, brother-in-law, and sister-in-law.
- c. Employees shall receive up to two (2) days bereavement leave for the viewing and funeral of the employees aunt/uncle.
- d. Reasonable verification of the event may be required by the Borough of Neptune City.
- e. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of bereavement.
- f. A member of the Police Department may make a request to the Chief for time to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Chief of Police/Director of Public Safety, shall be charged at the option of the employee as a personal day or against accumulated compensatory time off.

Section 6.

Any employee covered by this Agreement who has a minimum of seven (7) years of service with the Borough may elect to use up to five (5) of his or her accumulated sick days to be taken off as a Non-Illness Day. These Non-Illness Days will be deducted from accumulated sick days. Employees will only be allowed to borrow from days they have already received credit for. Personal Days and any compensatory time in excess of 100 hours must be used prior to utilizing this option.

ARTICLE XVII
SAVINGS CLAUSE

Section 1.

It is understood and agreed that, if any provision of this Agreement or the application of the Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2.

If any such provisions are so held to be invalid, the Borough of Neptune City and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XVIII

DURATION

Section 1.

This Agreement shall have a term from January 1, 2010 through December 31, 2012. If the parties have not executed a successor Agreement by December 30, 2012, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

Section 2.

Either party shall have the right to request renegotiation of this Agreement in accordance with the then existing rules of the Public Employment Relations Commission.

Borough of Neptune City

By: Thomas Arnone
Thomas Arnone, Mayor

By: Mary Sapp
Mary Sapp, Administrator

BRADLEY BEACH PBA LOCAL NO. 50-NEPTUNE CITY UNIT

By: Michael Kepler
Michael Kepler, Representative

BRADLEY BEACH PBA LOCAL NO. 50

By: _____
Rolando Ensuar, President PBA Local No. 50

Committee Members
Michael Kepler, Committee Person

APPENDIX
SALARY GUIDE

	<u>01/01/10</u>	<u>07/01/10</u>	<u>01/01/11</u>	<u>07/01/11</u>	<u>01/01/12</u>	<u>07/01/12</u>
SERGEANT	\$93,216	\$94,847	\$96,033	\$97,713	\$98,935	\$100,666
CORPORAL	\$89,955	\$91,529	\$92,673	\$94,295	\$95,473	\$97,144
STEP 6	\$87,603	\$89,136	\$90,250	\$91,829	\$92,977	\$94,604
STEP 5	\$78,451	\$79,823	\$80,821	\$82,236	\$83,264	\$84,721
STEP 4	\$75,039	\$76,353	\$77,307	\$78,660	\$79,643	\$81,037
STEP 3	\$68,505	\$69,704	\$70,575	\$71,810	\$72,708	\$73,980
STEP 2	\$61,966	\$63,050	\$63,839	\$64,956	\$65,768	\$66,919
STEP 1	\$55,424	\$56,394	\$57,099✓	\$58,098	\$58,825	\$59,854
PROBATION	\$45,641	\$46,440	\$47,021	\$47,844	\$48,442	\$49,289
ACADEMY*	\$36,010	\$36,640	\$37,098	\$37,747	\$38,219	\$38,888

* Academy Pay will be defined as Date of hire to the first of the month following graduation from the Police Academy..

Date: May 8, 2010 PBA: Borough:

Date: May 8, 2010 PBA: MB Borough MB