

AGREEMENT
BOROUGH OF UNION BEACH
AND
P.B.A. UNION NO. 291

JULY 1, 2007
THROUGH
JUNE 30, 2011

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Article I

Recognition and Scope of Agreement

Section 1. The Borough hereby recognizes the Police Benevolent Association, hereinafter referred to as the PBA or the Association, as sole and exclusive representative of all employees in the bargaining unit as defined in Section 2 herein, for the purposes of collective bargaining and all activities and processes related thereto.

Section 2. The bargaining unit shall consist of all regular, full time police officers and sergeants of the Police Department of the Borough of Union Beach excluding all superior officers, except sergeants. Use of male pronouns shall include female police officers, if any.

Article II

Collective Bargaining Procedure

Section 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Borough or his designee, and the President of the PBA shall be the respective bargaining agents for the parties.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. The Association may designate one (1) employee of the employer to participate in collective bargaining meetings for the purpose of negotiation of a collective bargaining agreement. The employee so designated will be excused from his work assignment without loss of regular straight time pay provided that he shall notify the Chief of Police at least twenty-four (24) hours in advance of any collective bargaining meetings. The Association may designate other members to represent them, but in no event shall the number of employees excused from work assignments exceed one (1).

Article III

Conducting Union Business on Employer's Time

Section 1. Grievance Committee

The employer shall permit members of the Grievance Committee, not to exceed three (3), to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the Grievance Procedure set forth in *Article XIX* herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department nor require the recall of off-duty police officers to bring the Department to its proper effectiveness. Only one (1) PBA member of the Grievance Committee shall be permitted to conduct such business at any one time, except that the three (3) members of the Grievance Committee shall be permitted to confer with the Police Chief, or his designee, whenever a grievance reaches that level.

Section 2. Membership of Committee

It is to be stipulated that the Grievance Committee shall consist of two (2) patrol officers selected each year by the PBA and one (1) council member selected each year by the council member who is the chairperson of the Borough Public Safety Committee. In no event should the grievant be a member of the Grievance Committee nor the respondent to the grievance. All of the above is subject to the provisions of *Article XIX, "Grievance Procedure."*

Article IV

Discrimination and Coercion

There shall be no discrimination, interference, or coercion by the employer, or any of its agents, against employees covered by this Agreement because of membership or non-membership, or activity in the Association.

The employer shall not intimidate or coerce employees into membership. Neither the employer nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin, or political affiliation.

Article V

Medical Leaves

Section 1. Sick Leave

Paragraph A. Every employee shall, in addition to his or her annual vacation-leave with pay be granted sick leave, as hereinafter defined, with pay for fifteen working days in every calendar year. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed; provided that the municipality shall not require any of its employees who may be disabled either due to injury or illness as a result of, or arising from, his respective employment, to utilize the sick leave accumulated under this Section during such period of disability.

An employee may elect to sell unused sick days back to the Borough at any time after the final adoption of the annual budget and prior to the end of each fiscal year as follows:

- (i) No more than fifteen days (15) in any fiscal year.
- (ii) Payable at the daily pay rate for the calendar year the days are sold back to the Borough. Sick leave accumulated prior to July 1, 2007 which is sold back to the Borough shall be calculated at a rate \$3.50 less per hour than sick leave accumulated after July 1, 2007. This change in rate does not apply to sick time actually used by the employee.

Paragraph B. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall submit medical evidence substantiating the illness.

Paragraph C. An employee absent on sick leave shall report his absence at least three (3) hours prior to the start of his shift except where emergent circumstances would prevent the employee from doing so. In those instances, the employee shall report his absence as promptly as possible.

Paragraph D. Sick Leave Defined

(i). Sick leave is hereby defined to mean absence from post of duty by any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill and requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty one (1) day or less, only one medical certificate shall be required for every six (6) month period as sufficient proof of need of sick leave by the employee; provided however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient.

(ii). Notwithstanding the provisions of subparagraph (i) of this Paragraph, absence caused by death in the immediate family shall not be charged against the employee's accumulated sick leave unless the employee is absent from the post of duty a number of days greater than that prescribed for attendance at family funerals in *Article VI "Special Leaves."*

Paragraph E. A current chart shall be posted by the Chief of Police or his designee on the bulletin board indicating the number of sick days used by each employee in the current calendar year.

Section 2. Leave of Absence

Paragraph A. The employer agrees to pay employees at their regular straight time hourly wage rate during any period of job connected illness, injury or recuperation therefrom for a maximum period of one (1) year from the date of such disability, provided such employee is incapable of performing his duties as a police officer and that such disability is established by a competent physician.

Paragraph B. The employer retains the right in its discretion to extend this period of paid job connected disability due to illness or injury beyond one (1) year.

Paragraph C. The employer may require at any time during the period of such disability as described in Paragraph A above, that the employee be examined by a physician selected by the employer for such purposes.

Paragraph D. The appointing authority shall grant leave of absence with pay to employees disabled either through injury or illness as a result of, or arising from, their respective employment if such disability was not the result of gross negligence or an intentional act on the part of the employee. Leaves of absence provided by this section and special leaves as provided in Section 3 of this *Article* and *Article VI* of this agreement shall not affect in any manner whatsoever the accumulated sick leave, except as provided in Section 1, Paragraph D(ii) and Section 3 of this *Article*. Any amount of salary or wages paid or payable to employees because of leave pursuant to this Section shall be reduced by the amount of any Workers Compensation Award under Chapter 15 of Title 34 of the New Jersey Statutes made for temporary disability because of the same injury or illness requiring such leave.

Paragraph E. The governing body, by Ordinance, may provide for granting leave of absence with pay not exceeding one (1) year, to members and officers of its Police Department who shall be injured, ill or disabled from any cause, provided that the examining physician appointed by said governing body shall certify to such injury, illness or disability, and that such disability was not the result of gross negligence or an intentional act on the part of the employee.

Section 3. Family Medical Leaves

Notwithstanding the provisions of Section 1(D)(i) of this *Article* or any other provision of this Agreement, absence caused by attendance upon a family member of the employee's immediate family seriously ill or requiring the care or attendance of such employee shall not be charged against the employee's accumulated sick leave unless and until the employee shall be absent from the post of duty for three (3) days during the calendar year. Serious illness herein shall be defined as an illness in which an immediate family member is under doctor's care and said doctor requires that the person be attended to at the person's place of residence.

Section 4. Purchase of accrued sick days for deferred compensation

An employee may elect to purchase up to five accrued sick days per year for the purpose of investing same in a qualified 457 deferred compensation plan by notifying the Chief Financial Officer in writing.

Article VI

Special Leaves

Section 1. Every employee shall be granted leave with pay on the death of a member of his immediate family. Such leave shall be in accordance with the provisions of the contract herein signed. In any event, such leave shall be from the date of death up to and including the date of burial. If the funeral is outside the State of New Jersey, additional travel time shall be provided up to a maximum of five (5) days. Family shall include spouse, children, parents, brothers, sisters and spouses parents, brothers and sisters and grandparents of employee and/or spouse. This leave shall be with pay based on the aggregate years of service. This leave may also be utilized when an immediate family member of the employee is sick or ill and the employee is required to attend the member of the family who is seriously ill.

Section 2. The governing body of the municipality shall provide that whenever any member of the Police Department shall be required to appear before any grand jury or at any Municipal, Superior or Supreme Court proceedings as a result of the performance of his duty, the time during which he is so engaged shall be considered time of assignment to, and performance of duty. When such appearance occurs during the member's assigned duty hours, he shall suffer no loss in compensation. When such appearances occur outside his assigned duty hours he shall receive one and one-half times his regular straight time hourly wage rate for the entire period of time going directly to and from any Superior Court, Supreme Court, Grand Jury, and the time remaining in such court.

Whenever any member of the Police Department shall be required to appear in a Municipal Court outside his assigned duty hours he shall receive the sum of \$100.00

Section 3. Appearance payments and on-call payments shall be limited to criminal cases. In order to be eligible for on-call payments for subpoenas issued by the County Prosecutor's Office or the Attorney General's Office, officers shall call in between 3:30 PM and 4:00 PM on each day of the subpoena to determine whether they must remain available for the following day. Unless the officer is told to remain available, on-call payments will not be made.

Notwithstanding any past practices to the contrary, effective the execution of this contract payment for on-call shall be limited to a maximum of two (2) days at seven (7) hours of the officer's regular straight time hourly wage rate plus one (1) extra day off, if the officer is actually on-call for more than two (2) days. Payment would be as follows:

If an officer is on call for one (1) day he shall be paid seven (7) hours at his regular straight time hourly wage rate; if he is on call two (2) days he shall be paid seven (7) hours regular straight time hourly wage rate for the first day plus seven (7) hours regular straight time hourly wage rate for the second day; if he is on call for three or more days he shall receive seven (7) hours regular straight time hourly wage rate for first day, seven (7) hours regular straight time hourly wage rate for the second day and receive one (1) day (10 hours) off at a time which will not generate overtime. There shall be no further compensation for any on-call days beyond three (3) days. This provision applies to each time an officer is placed on-call regardless of whether there are multiple adjournments of a particular case. If an officer receives more than one on-call subpoena for the same date he shall only be compensated one (1) time in accordance with the above enumerated provision.

Article VII

Management, Rules and Regulations

Section 1. Administrative Control.

Paragraph A. The Borough of Union Beach hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the agreement by the Laws and Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

- (i) To exercise the executive management and administrative control of the Police Department and its properties and facilities and the police related activities of its employees by utilizing personnel, methods and means in the most appropriate and efficient manner.
- (ii) To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough and to establish reasonable work rules.

- (iii) To suspend, demote, discharge or take any other appropriate disciplinary action against an employee for good and just cause according to law.

Paragraph B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, 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 terms of this Agreement, and then only to the extent the terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States of America.

Section 2. *Rules and Regulations*

Paragraph A. The Borough may establish and enforce reasonable and just rules and regulations in connection with its operation of the Department and maintenance of discipline provided such rules are not in conflict with the provisions of the Agreement. Copies of new rules and regulations shall be furnished to the Association and opportunity for the discussion of the new rules and regulations shall be afforded to the Association before implementing same.

Paragraph B. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance to be submitted to the procedure set forth in *Article XIX* of this agreement.

Paragraph C. The Association shall have the opportunity to grieve the continuation of any rule or regulation for a period of thirty (30) calendar days after the execution date of this agreement or the promulgation of any new rule or regulation for a period of thirty (30) calendar days after the promulgation and furnishing of same. The grievance may address the reasonableness or propriety of said rule or regulation on its face or its application to particular situations.

The foregoing shall not preclude the Association from grieving the application or interpretation of any rule or regulations in accordance with *Article XIX*.

Prior adopted rules and regulations shall remain in force and effect unless and until new rules are adopted pursuant to the foregoing.

Article VIII

Detectives

Section 1. Assignment of Detectives.

The Chief of Police is authorized to assign no more than two police officers to the designation of Detective at any given time. The assignment shall be made at the sole discretion of the Chief of Police.

Section 2. Compensation of Detectives.

There shall be an annual stipend of \$1,000.00 per fiscal year payable to each police officer designated Detective and assigned the duties of that position. This stipend shall be in addition to regular compensation and longevity. The \$1,000.00 stipend shall be paid *pro rata* to an officer who is designated and assigned the duty of Detective for a portion of a fiscal year.

Article IX

Hours

Section 1. Total Hours of Ordinary Duty.

The hours of employment of the uniformed members and officers of the Police Department in the Borough shall not exceed ten (10) continuous hours in any one (1) day nor more than forty (40) hours in any one (1) week. No such member or officer shall be required to perform any police duty which would involve more time than herein specified, except in case of emergency.

Section 2. Tours of Duty.

- A. The tours of duty shall be established by the employer, through the Chief of Police, and same shall be posted for the following calendar year not later than December 1, next preceding said calendar year. Said tours shall include ten (10) hour steady shifts, to be established by the Chief of Police pursuant to the powers defined in *Article VII* herein.
- B. The employer shall have the right, for efficiency of its operations, to make

changes in starting and stopping times of the daily work schedule, and to vary from the work schedule and tours of duty previously assigned.

Section 3. Changes.

The parties further agree that they shall discuss changes in the daily or weekly work schedule which may be necessitated for the efficient operations of the work force prior to implementation of such changes, and that the PBA shall have the right to submit written recommendations with respect to any changes. The aforesaid changes shall not be made unless the Chief of Police confers with the designated representative of the PBA, twenty four (24) hours in advance, unless a change is required as a result of an emergency as defined in Section 4 of this *Article*.

Section 4. Certain Emergencies; Compensation

“Emergency” as used herein shall include any unusual condition caused by any circumstances or situation including shortages in the personnel of the Police Department caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of the public is endangered or imperiled, as shall be determined within the sole discretion of the Chief of Police.

The Chief of Police or his designee is empowered to determine that an emergency exists and has the authority in times of any such emergency to summon and keep on duty any paid members of the Police Department for a period or periods of time in excess of the hours of ordinary duty. The employer shall provide compensation for all such emergency duty by police officers at a rate of one and one-half (1 ½) times his regular straight time hourly wage rate, which compensation shall be in lieu of any compensatory time off otherwise due for the emergency duty so compensated.

Article X

Overtime

Section 1. The Chief of Police has authority in times of any emergency to summon and keep on duty any paid members of the Police Department for a period or periods of time in excess of the hours of ordinary duty. The governing body must provide compensation for all of such emergency duty by any such police officer at the rate of one and one-half (1½) times his regular straight time hourly wage rate, which compensation shall be in lieu of any compensatory time off otherwise due for the emergency duty.

The governing body of the municipality may, if necessary, make emergency appropriations to provide funds for the payment of such compensation as provided by law.

Section 2. It is recognized that employees may be required to report in advance of the tour starting time and to remain after the termination of a tour for the purpose of preparing a report. In accordance with this recognition no overtime shall be paid for a fifteen (15) minute period prior to the commencement of a tour, but in the event an employee is required to report earlier than fifteen (15) minutes prior to the commencement of a tour or remain longer than fifteen (15) minutes after the end of a tour, the employee shall be paid the regular straight time hourly wage rate for all the time worked in excess of the normal hours of the work per day.

Section 3. In the event an employee is called in to duty earlier than his normal assignment, the policeman called in shall be paid at a rate of one and one-half (1 ½) times his regular straight time hourly wage rate for all time worked during that period, but in no such case be paid for less than four (4) hours irrespective of actual time worked. This provision shall not apply in the event of reassignment in accordance with *Section 7* of this *Article*.

Section 4. A member of the Association who is called to alert or placed on standby shall be at home and entitled to not less than two (2) hours pay at a rate of one and one half (1 ½) times his regular straight time hourly wage rate during the time period or periods of such alert or standby.

Section 5. The Chief of Police may from time to time, call general police meetings, not to exceed three (3) annually, and the parties agree that no payment shall be made to the employees covered by this Agreement for attendance at said meeting.

Section 6. Overtime shall be offered to employees by seniority on a rotating list. Once overtime is taken or declined said employee rotates to the bottom of the list and must wait until all other employees have taken or declined overtime before it is offered to him again. If an officer is on vacation or cannot be reached by the employer he shall not rotate to the bottom of the list but the employer shall contact the next employee on the list until said position is filled.

Section 7.

- A.** If, in any month, the Department's payments of overtime to bargaining unit members exceed \$5,000.00 (exclusive of Court appearances), from that point until the end of that month the Department shall have the right, in order to avoid payment of overtime, mandatorily to reassign a bargaining unit member's shift to fill a vacancy that would reduce coverage to less than two (2) officers for that shift or part thereof.
- B.** Such mandatory reassignment shall be made to employees in reverse order of seniority on a rotating list. Once an employee works a mandatory reassignment, said employee rotates to the bottom of the list and will not be so reassigned until that employee returns to the top of the list. If an officer is on vacation or regular day off, he shall remain at the top of the list, and the

employer shall mandatorily reassign the next person on the list who is scheduled to work.

C. Refusals to work mandatory reassignment may be the basis for disciplinary action.

Section 8. Special officers shall not be used to fill in shift vacancies of full time police officers.

ARTICLE XI

VACATIONS

Section 1. Annual vacation leave shall be earned at the rate of:

One (1) year but less than five (5) years	17 working days
Five (5) years but less than ten (10) years	20 working days
Ten (10) years but less than fifteen (15) years	25 working days
Fifteen (15) years but less than twenty-five (25) years	30 working days
Twenty Five (25) years and over	35 working days

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of the pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

Section 2. Eligibility for vacation shall be computed as of the first day of the month in which hired.

Section 3. An employee may elect to sell unused vacation days back to the Borough at any time after the final adoption of the annual budget and prior to the end of each fiscal year as follows:

- (i) No more than five days (5) in any fiscal year.
- (ii) Payable at the daily pay rate for the calendar year the days are sold back to the Borough. Vacation days accumulated prior to July 1, 2007 which are sold back to the Borough shall be calculated at a rate \$3.50 less per hour than vacation days accumulated after July 1, 2007. This change in rate does not apply to vacation time actually used by the employee.

Section 4. With the exception of the first annual anniversary date, vacations may be scheduled at any time within the calendar year of an annual anniversary date. That is, they need not be deferred until the actual anniversary date. Vacation shall be taken within the year of entitlement except that if the first anniversary date occurs in December, the

vacation to which the employee is entitled may be taken the following calendar year, but not consecutively with the vacation to which entitled for the second anniversary date.

Section 5. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacation must be left to the employer, but the following conditions shall be observed in such scheduling.

- A. Selection of vacation shall be based on seniority.
- B. No employee shall be permitted to take more than three (3) consecutive weeks of vacation at one time unless mutually agreed to by the parties.
- C. Assignment of vacation periods during June, July, August and December shall be based exclusively upon seniority among the employees.
- D. No employee shall be assigned more than two (2) weeks vacation during June, July, August and December unless otherwise authorized by the Chief of Police.
- E. Vacation shall be scheduled by seniority no later than November 1 of the calendar year next preceding the year for which it is scheduled. The sign up list shall be posted on the bulletin board no later than January 15, for the following year.

Employees shall cooperate in scheduling vacations to facilitate the employer in preparing the following years duty schedule. If an employee fails to schedule a vacation by September 15 of the preceding year for the following year, the employer shall have the discretion to assign vacation to said employee(s) in order to facilitate the following year's schedule pursuant to *Article IX* of this Agreement.

Section 6. Working days shall be defined in accordance with the New Jersey Administrative Code, Title 4A, Civil Service (Department of Personnel) and /or N.J.S.A. Title 40A dealing with police and fire.

Section 7. Upon the death or retirement in good standing of any permanent member of the Police Department the governing body shall authorize to be paid to him or his estate the full amount of any vacation pay accrued, but unpaid at the time of his death or retirement. Said vacation credit shall be calculated in terms of days off and the governing body shall pay for the same at the prevailing wage at the time of death or retirement by dividing the annual salary by 365 days to determine per diem pay rate.

Article XII

Holidays and Personal Days

Section 1. Effective July 1, 2007 the parties have specifically negotiated the elimination of all scheduled holidays. Notwithstanding any prior contract language, practice or policy to the contrary, all days formerly designated as "Holidays" shall hence forth be treated as regular work days. The additional compensation for all such days is included as an increase in the base salary set forth in Article XXI.

Section 2. Each employee shall be permitted to take five (5) personal days for the first year of this Contract and shall also be permitted to take five (5) personal days for each remaining year (fiscal 2009, 2010, 2011) of the Contract for which he shall be paid at the rate of ten (10) hours regular straight time hourly wage rate. Each employee shall provide the Chief of Police, or his designee, written notice twenty four (24) hours in advance of taking a personal day.

Article XIII

Contract for Group Insurance

The Borough will continue to provide the same group life insurance, group medical, hospitalization and major medical plans which it presently provides to the employees for the duration to this contract period.

The Borough shall provide the Delta Dental plan provided by the Union Beach Board of Education to the employees and their dependents in accordance with the policies and provisions in force and effect at the time of the adoption of this Contract.

The Borough shall provide to the employees and their dependants a prescription plan with the State of New Jersey Prescription Drug Plan.

Article XIV

Pensions and Retirement

Section 1. The present police and fireman's retirement system pension shall remain in full force and effect, and the parties agree to comply with their respective duties in accordance with the appropriate laws governing same.

Section 2. Members of this Association who retire from the Union Beach Police Department in good standing shall be provided by the Department with a badge and identification designating them as retired police officers of the Borough of Union Beach and shall be entitled to carry that badge and identification.

Article XV

Clothing and Cleaning

Section 1. Effective July 1, 2007 clothing and cleaning allowances, formerly provided in *Article XV*, page 19, of the July 1, 2004 - June 30, 2007 Contract, were eliminated through collective bargaining in exchange for an increase in the base salary established in *Article XXI*.

Section 2. Each employee shall be fully responsible for purchasing, cleaning and maintaining police clothing and equipment required for the performance of his duties. The design, color and format of all such equipment shall be determined by the Chief of Police and purchased by the employee from any uniform dealer and/or police equipment dealer.

Section 3. In the event that all or any of any part of the present uniform is changed, the cost of such changes shall be borne by the employer and shall not be considered the employee's obligation under this *Article*.

Article XVI

Privately Owned Vehicle Use Allowance

In the event that an employee is required to use his personal vehicle in the performance of his duties as a Borough employee the employer shall provide at the Borough's expense reimbursement for such use at the Privately Owned Vehicle (POV) Mileage Reimbursement Rates set by the United States General Services Administration. Such reimbursement shall be made upon submission by the employee of a purchase order certified by the Chief or his designee.

Article XVII

Table of Organization and Vacancies

Section 1. The employer shall, by ordinance (which ordinance may be amended from time to time by ordinance) set forth the authorized allowance of personnel in the following classifications: captain, sergeant, detective (investigative), patrol officer. The Chief of Police shall assign personnel to the respective divisions within the Police Department. Such authorized allowance of personnel shall be known as the Table of Organization. Nothing herein shall mean the municipality is compelled to fill the classifications above listed not presently filled. The employer reserves the right to amend

such Table of Organization as it shall deem necessary for the best interests of the Union Beach Police Department.

Section 2. The regular manpower for each position is as follows:

Chief	1
Captain	1
Sergeants	3
Detective	1
Patrol officers	8

Section 3. In the event of any vacancy in the Table of Organization enumerated in this *Article*, due to retirement, death, discharge, promotion or voluntary severance from the Department, then such vacancy shall be filled within sixty (60) days of the effective date thereof from the existing waiting list.

Section 4. If the existing waiting list is exhausted at the time of the vacancy, and the employer through the Chief of Police determines by resolution to fill said vacancy then the employer shall request or call for an appropriate test within thirty (30) days of the effective date of the vacancy and such vacancy shall be filled within thirty (30) days of the promulgation of the list resulting from the said test.

Section 5. Notwithstanding any of the provisions of this *Article*, should this *Article* or any of its provisions be inconsistent with the Rules and Regulations promulgated by Civil Service (Department of Personnel) the State provisions shall control.

Article XVIII

Discharge and Suspension

Section 1. No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth in *Article XIX* entitled "Grievance Procedure."

Section 2. Upon any suspension, demotion, discharge or any other appropriate disciplinary action against any employee of this Borough a copy of such charges shall be forwarded to the president of the Association within five (5) working days after such action is taken by the employer.

Article XIX

Grievance Procedure

Section 1. To provide for the expeditious and mutually satisfactory settlement of grievances, the procedure hereinafter set forth shall be followed. A grievance is hereby defined as any controversy arising over the interpretation or adherence to the terms and conditions of this agreement, and may be raised by an individual, the Association on behalf of an individual, or group of individuals, or the employer.

Step 1. The president of the Association or his duly authorized and designated representative, shall present and discuss the grievances orally with the immediate supervisor within thirty (30) days of the occurrence giving rise to the grievance. Otherwise said grievance shall be deemed settled. The immediate supervisor shall answer the grievance within five (5) working days from the day of the presentation.

Step 2. If the grievance is not resolved at Step One or if no answer has been received by the Association within the time set forth in Step One, the Association shall present the grievance in writing within five (5) working days of the date the answer was due. One(1) copy of the written grievance shall be provided to the Chief of Police and the other to the Mayor and Council. The presentation shall set forth the position of the Association. At the request of either party, discussion may ensue. The Chief of Police shall answer the grievance in writing within five (5) working days after receipt of said grievance.

Step 3. If the grievance is not resolved at Step Two or if no answer has been received by the Association within the time set forth in Step Two, the grievance may be presented in writing to the Mayor and Council within five (5) working days of the date the answer was due. The final decision of the Mayor and Council shall be given to the Association in writing within twenty-eight (28) days after receipt of the grievance by the Mayor and Council.

Section 2. If the grievance has not been settled by the parties at Step Three of the Grievance Procedure or if no answer in writing by the Mayor and Council has been received by the Association within the time provided in Step Three, the aggrieved party shall have the right to make a choice of submitting such grievance to arbitration or to pursue all legal remedies provided by Title 11A (Civil Service) and Title 40A (Municipalities) of the New Jersey Statutes, and the regulations promulgated thereunder. This choice must be made in writing. The election of remedies between arbitration pursuant to this agreement and procedures and remedies provided by statute and regulation are mutually exclusive. An aggrieved employee is not entitled to pursue both remedies. This written election of remedy shall be transmitted by the president of the Association or his duly authorized representative and to the Chief of Police.

Section 3. A grievance initiated by the employer shall be filed directly with the Association within seven (7) days after the occurrence of the event giving rise to the grievance. Within five (5) working days after filing a grievance a meeting shall be held between representatives of the employer and the Association in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, either party may within ten (10) calendar days thereafter, file for arbitration in accordance with *Article XX*.

Article XX

Arbitration

Section 1. If a grievance is not settled under *Article XIX*, such grievance shall at the request of either the Association or the employer be referred to the New Jersey Public Employment Relations Commission (PERC), Conciliation and Arbitration Section, for the selection of an arbitrator according to its rules.

Section 2. No arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Mayor and Council, unless this requirement is waived by all parties in writing. If the grieved elects to pursue legal remedies provided by Title 11A or Title 40A, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

Section 3. The arbitrator shall be bound by the provisions of this agreement and restricted to the facts presented by the parties involved in the grievance. The arbitrator shall also be bound by applicable Federal and State statutes, regulations and caselaw. 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.

Section 4. The cost of the services of the arbitrator shall be borne equally between the PBA and the employer. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

Article XXI

Base Salary

Section 1.

New salary guide for Fiscal Years 2008, 2009, 2010, 2011

	7/1/07 to 6/30/08	7/1/08 to 6/30/09	7/1/09 to 6/30/10	7/01/10 to 6/30/11
Sgt. 1 st class + 20 yrs.	99,230.15	102,207.05	105,273.26	108,431.46
Sgt. 1 st class + 15 yrs.	99,168.75	102,143.81	105,208.12	108,364.36
Sgt. 1 st class + 10 yrs.	99,107.34	102,080.56	105,142.98	108,297.27
Sgt. 1 st class + 5 yrs.	99,047.37	102,018.79	105,079.35	108,231.73
Sgt. 2 nd class + 20 yrs.	89,670.62	92,360.74	95,131.51	97,985.51
Sgt. 2 nd class + 15 yrs.	89,616.35	92,304.84	95,073.99	97,926.21
Sgt. 2 nd class + 10 yrs.	89,560.66	92,247.48	95,014.90	97,865.35
Sgt. 2 nd class + 5 yrs.	89,506.40	92,191.59	94,957.34	97,806.06
Ptl. 5 th step + 20 yrs.	86,310.48	88,899.79	91,566.78	94,313.78
Ptl. 5 th step + 15 yrs.	86,257.65	88,845.38	91,510.74	94,256.06
Ptl. 5 th step + 10 yrs.	86,204.81	88,790.95	91,454.68	94,198.32
Ptl. 5 th step + 5 yrs.	86,151.97	88,736.53	91,398.63	94,140.59
Ptl. 4 th step	82,455.46	84,929.12	87,476.99	90,101.30
Ptl. 3 rd step	71,208.71	73,344.97	75,545.32	77,811.68
Ptl. 2 nd step	59,179.11	60,954.48	62,783.11	64,666.60
Ptl. 1 st step	50,031.72	51,532.67	53,078.65	54,671.01
Probation	40,884.43	42,110.96	43,374.29	44,675.52

Section 2. The above listed grades shall be determined as follows:

Patrol Officer Probationary – From the first day of employment to the date the probation period prescribed under Civil Service (Department of Personnel) Rules and Regulations is completed, or for a period of one year.

Patrol Officer Step One – From the completion of the probationary period as described above for a period of one year.

Patrol Officer Step Two – From the anniversary date of the completion of Step 1, for a period of one year.

Patrol Officer Step Three – From the anniversary date of the completion of Step 2, for a period of one year.

Patrol Officer Step Four – From the anniversary date of the completion of Step 3, for a period of one year.

Patrol Officer Step Five – From the anniversary date of the completion of Step 4 until such date as the officer leaves the Department or is promoted by the appointing authority to the rank of Sergeant second class.

Sergeant Second Class – From the time the officer is promoted to said grade by the appointing authority for a period of three years.

Sergeant First Class- From the anniversary of the completion of three years in the grade of Sergeant Second Class, until such time, and in the event the officer is promoted by the appointing authority to a higher rank.

Section 3. Longevity

Longevity pay shall be paid to each officer who has completed five (5) years of service as a full time police officer in the Borough of Union Beach, as prescribed by his Civil Service (Department of Personnel) hiring date as follows:

- a. 4.5 percent of base salary of the employee for the rank and grade he is serving at time of completion of five (5) years.
- b. 5.5 percent of base salary of the employee for the rank and grade he is serving at time of completion of ten (10) years.
- c. 6.5 percent of base salary of the employee for the rank and grade he is serving at time of completion of fifteen (15) years.
- d. 7.5 percent of base salary of the employee for the rank and grade he is serving at time of completion of twenty (20) years.

Longevity pay shall be paid in installments with each biweekly paycheck commencing on the first anniversary date upon which the employee shall become entitled to longevity pay in the biweekly paycheck next succeeding such anniversary date and continuing with each successive biweekly paycheck thereafter, until his years of service entitle him to the next higher percentage at which time the biweekly installment shall be adjusted accordingly commencing with the paycheck next succeeding each anniversary date on which the employee becomes entitled to a higher rate of longevity pay.

Longevity pay shall be listed as a separate line item on the paystub or memorandum issued with each biweekly paycheck. Longevity pay shall not be combined with base salary for purposes of calculating future raises. Longevity pay shall be used for calculating the "regular straight time hourly wage rate" for all purposes.

The percentage for each succeeding year shall be applied against the then existing base salary for the rank and grade in which the employee is serving at the time. In no way is this pay to be interpreted as being cumulative but rather shall be applied only to the particular year of entitlement.

Section 4. The Borough will pay \$12.00 meal allowance to any employee working more than twelve (12) consecutive hours.

Section 5. The Borough will pay a midnight shift differential of \$300.00 per year.

Section 6. The Borough will pay a senior patrol officer who assumes the duties of shift supervisor in the event of the absence of a sergeant or higher grade officer an additional stipend of \$1.00 per hour. Seniority shall be determined by Civil Service (Department of Personnel) rules.

Section 7. The term "regular straight time hourly wage rate" shall refer to an hourly wage rate to be calculated on the base salary established in Section 1 and longevity established in Section 3 divided by 2080 (40 hours per week x 52 weeks per year = 2080).

Section 8. The elimination of separate checks in payment of holidays and the clothing and cleaning allowances formerly set out separately in prior agreements and inclusion of this pay in the regular biweekly installments is intended to establish this pay as regular entitled compensation subject to pension contributions and creditable for retirement and death benefits in the Police and Firemen's Retirement System, and not extra compensation. In entering this agreement the Borough takes no position as to whether such amounts will be credited for pension purposes by the Police and Firemen's Retirement System.

Article XXII

Outside Employment

No employee planning to or engaging in outside employment during off duty hours shall be permitted to wear the regulation Union Beach Police uniform without the expressed permission of the Chief of Police or his designee. Every employee planning to engage in outside employment during the off duty hours wearing the regulation Union Beach Police uniform shall submit in writing the name or names of his prospective outside employer to his commanding officer.

Article XXIII

Terminal Leave and Funeral Expenses

Section 1. A member of the Department who retires or is disabled and pensioned or dies while an active member shall be entitled to reimbursement for accrued sick leave as set forth and provided in *ARTICLE V*, Section 1 of this agreement, based on the following percentages:

- Under five (5) years of service- no reimbursement
- Five (5) years to ten (10) years of service -- fifty percent (50%) of accrued sick leave
- Over ten (10) years of service- one hundred percent (100%) of accrued sick leave.

Section 2. The per diem for accumulated sick leave shall be a days pay at their regular straight time hourly wage rate for the position held by the employee at the time of retirement or death. Sick leave accumulated prior to July 1, 2007 shall be calculated at a rate \$3.50 less per hour than sick leave accumulated after July 1, 2007. In no event shall an employee be entitled to reimbursement for accumulated sick leave in an amount exceeding the equivalent of one year's salary.

Section 3. The Borough shall pay the first \$4000.00 of funeral expenses for an officer who dies on duty.

Article XXIV

Maintenance of Operations

Section 1. It is recognized that the need for continued and uninterrupted operation of the Borough departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

Section 2. 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 position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employees duties of employment) work stoppage, slowdown, walkout or other job action against the Borough of Union Beach.

Section 3. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, walkout or other job action aforementioned including, but not limited to, publicly disavowing such action and directing all such members who participate in such activity to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

Section 4. 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.

Section 5. Nothing contained in this agreement shall be construed to limit or restrict the Association's right to seek and obtain appropriate judicial relief in law or equity for injunctive or declarative relief or damages or any other remedy, in the event of a breach of this agreement or to ensure compliance with this agreement.

Article XXV

Educational Incentive

Section 1. It is understood and agreed by and between the parties that each employee must have a minimum of two (2) years service with the Union Beach Police Department before he shall be entitled to receive any payment under this educational incentive plan.

Section 2. The educational incentive will be \$20.00 per credit.

Section 3. It is further agreed between the parties that those employees who receive payment for college credits under this plan shall receive said payments annually, but these payments shall not be used in the computation of longevity or over-time payments, or for computation of pension.

Article XXVI

Savings Clause

Section 1. If any provision of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Section 2. Nothing contained in this agreement shall be construed as a waiver or dismissal by either party of any right to seek relief or pursue any claims, petitions, complaints or actions at law or equity before any board, commission, court or other bodies empowered with jurisdiction to determine said claims, petitions, complaints, or other actions. Nothing contained in this agreement shall be construed as an admission or concession as to said claims, petitions, complaints or actions at law or equity.

Article XXVII

Duration

Section 1. The term of this agreement shall be four years from July 1, 2007 through June 30, 2011.

Section 2. This agreement shall automatically be renewed for a period of another year, unless written notice is given no more than one hundred eighty (180) days nor less than one hundred fifty (150) days prior to the expiration date by either party. This agreement shall automatically be renewed from year to year thereafter, until such time as the appropriate notice is given prior to the annual expiration date.

Section 3. If following receipt of such notice, negotiations have not been concluded prior to the termination date, this agreement may be extended by mutual consent for an additional indeterminate period until a new agreement is reached. Any changes made in the new agreement shall be effective as of the first day after the expiration date of this agreement, which shall be the effective date of this agreement. If the parties fail to reach an agreement through any of the means permitted in this agreement, this agreement shall terminate.

Article XXVIII

Completeness of Agreement

In accordance with law, this agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this agreement and whether or not within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement.

WITNESS WHEREOF the parties have by their duly authorized representatives set their hands and seals this **21ST** day of February, 2008.

ATTEST:



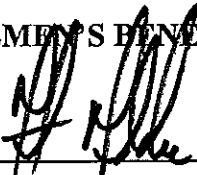
MARY SABIK, BOROUGH CLERK

**BOROUGH OF UNION BEACH
BY:**



PAUL J. SMITH, JR, MAYOR

**POLICEMEN'S BENEVOLENT ASSOCIATION
BY:**



FRANK TADDEO
PRESIDENT, LOCAL 291

BOROUGH OF UNION BEACH

BE IT RESOLVED, BY THE MAYOR AND COUNCIL OF THE BOROUGH OF UNION BEACH THAT:

CONTRACT AGREEMENT WITH P.B.A. LOCAL 291, AND THE BOROUGH OF UNION BEACH, FOR THE CONTRACT YEARS JULY 1ST, 2007 THROUGH JUNE 30TH, 2011, BE AND THE SAME IS HEREBY APPROVED; AND

BE IT FURTHER RESOLVED, THAT THE MAYOR BE AND HE IS HEREBY AUTHORIZED TO EXECUTE SAID AGREEMENT, ATTESTED TO BY THE BOROUGH CLERK, ON BEHALF OF THE BOROUGH OF UNION BEACH.

CERTIFICATION

I, MARY SABIK, MUNICIPAL CLERK OF THE BOROUGH OF UNION BEACH, IN THE COUNTY OF MONMOUTH, NEW JERSEY, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION IS A TRUE AND CORRECT COPY OF THE ORIGINAL RESOLUTION DULY PASSED AND ADOPTED BY THE GOVERNING BODY AT THEIR MEETING OF FEBRUARY 21ST, 2008,



MARY SABIK, MUNICIPAL CLERK