

Contract # 763

T

A G R E E M E N T

BETWEEN

BOROUGH OF TINTON FALLS
MONMOUTH COUNTY, NEW JERSEY

AND

TINTON FALLS SUPERIOR OFFICERS ASSOCIATION

January 1, 1992 through December 31, 1994

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ARTICLE I

RECOGNITION

A. The Borough of Tinton Falls hereinafter called "Borough" recognizes Tinton Falls Superior Officers Association affiliated with P.B.A. Local #251 hereinafter called "SOA" for the purpose of collective negotiations including grievance handling, as the exclusive representative of all sworn Superior Police Officers of the Department of Public Safety, Division of Police excluding civilian employees, sworn Police Officers covered by agreement with Tinton Falls P.B.A. Local #251, and the Chief of Police.

ARTICLE II

ASSOCIATION SECURITY

In accordance with the provisions of N.J.S.A. 34:13A-1, et seq., the following negotiations procedure shall be followed in all future negotiations between the parties:

1. Whenever a matter involving wages, hours, or other negotiable conditions of employment is to be considered, a request for negotiations shall first be submitted to the other party in writing before July 1st next preceding the budget year in which the matter is to take effect.

2. Negotiations between the parties shall be conducted in accordance with N.J.S.A. 34:13A-1, et seq., and the Rules and Regulations and Statement of Procedure adopted by the Public Employment Relations Commission, August 29, 1969, and such amendments thereto shall take effect thereafter.

3. All negotiation sessions shall take place at such times and places as are convenient to the negotiators. If the negotiators do not agree as to the meeting place, all meetings shall be conducted at the Borough Hall. Meetings shall be held at the request of either party.

4. No extra compensation shall be granted to the SOA representatives for attendance at negotiation sessions. Not more than one representative shall be granted time off to attend the sessions during working hours except at the sole discretion of the Borough.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition: A grievance is defined as a complaint by an individual employee or the SOA on behalf of an individual employee or group of employees concerning the interpretation, application or violation of policies, agreements, and administrative decisions affecting working conditions. Only those grievances involving the interpretation, application or alleged violation of the terms and conditions of the Agreement shall be eligible for binding arbitration as provided in Step Four hereof. All other grievances may be processed to Step Two of this procedure but not further.

B. Purpose:

1. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the police administration, and having the grievance adjusted without intervention of the SOA's representatives provided the SOA is notified by the Borough of the pendency of such grievance and provided further that the adjustment is not inconsistent

with this Agreement. The SOA shall be given the opportunity to be present at such information meetings provided the grievant requests same.

C. Procedure: An aggrieved employee or the SOA on behalf of an aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days following the occurrence of the alleged grievance. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of the grievance.

D. The following procedure is mutually agreed upon for the settlement of grievances:

1. Step One: An employee with a grievance shall first discuss it with employee's immediate supervisor with the objective of resolving the matter informally.

2. Step Two: If the aggrieved person is not satisfied with the disposition at Step 1, or if no decision has been rendered within five (5) calendar days after presentation of the grievance at Step 1, the aggrieved person may within five (5) calendar days discuss the matter with the Police Chief and shall present to the Chief a statement of the grievance in writing. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance. The Chief shall render his decision in writing within five (5) normal work days after presentation of a grievance to him.

3. Step Three: If the aggrieved person is not satisfied with the decision under Step 2, or if no decision has been rendered by the Chief within five (5) normal work days after presentation to the Chief, the

aggrieved person may within five (5) calendar days present the grievance in writing to the Public Safety Director with a copy to the Business Administrator. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance. The Director shall render his decision, in writing, within fourteen (14) calendar days after the presentation of the grievance to him.

4. Step Four: In the event that the aggrieved is not satisfied with the decision of the Director of Public Safety, the SOA may, in its discretion and within fifteen (15) calendar days following the decision of the Director of Public Safety, request the Public Employment Relations Commission to appoint an arbitrator to resolve the dispute.

a. The Arbitrator shall be selected in accordance with the Rules and Regulations of the Public Employment Relations Commission.

b. The Arbitrator's decision shall be in writing and binding on all parties and shall be issued not later than thirty (30) calendar days following the close of the Arbitration Hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

c. The Arbitrator shall have the power and authority to make any decision which shall bind the parties and his opinion shall be binding on all parties concerned.

d. The costs of the services of the Arbitrator shall be borne equally by the Borough and the SOA. All other expenses incidental to and arising out of the arbitration shall be paid by the individual incurring them.

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

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

5. The time periods specified in Steps 2 through 4 above may be extended by mutual agreement of the parties involved.

6. Nothing herein is intended to deny an employee their rights of appeal as granted by statute or case law.

ARTICLE IV
MANAGEMENT RIGHTS

A. The Borough of Tinton Falls hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department of Public Safety, Division of Police after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign, or retain employees in positions within the Borough.

5. To suspend, demote, discharge or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

6. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, code of conduct and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A;14-118 et seq. or any national, state or local laws or ordinances.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights.

ARTICLE V

MAINTENANCE OF WORK OPERATIONS

A. The Association hereby 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 of willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Borough. The Association agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Association member shall entitle the Borough to bring disciplinary action against such employee or employees

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Borough, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Association or its members.

ARTICLE VI

WORK-INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within forty-eight (48) hours of when they knew or should have known thereof to the Chief or his designee.

B. Employees may not return to work without a certification from their physician that they are capable of returning to work.

C. All employees of the Borough who shall sustain a disabling injury, which shall mean an injury arising out of an accident that occurred out of and in the course of their employment with the Borough, the nature of which entitles the employee to receive compensation pursuant to the New Jersey Workers' Compensation Act, N.J.S.A. 34:15-1 et seq., shall receive such benefits as are prescribed in this section.

D. The disabled employee shall receive from the Borough, during the period of disability, in addition to the benefits paid directly to them from the workers' compensation insurance carrier, an amount which, when combined with the insurance payments, shall be equal to said employee's basic weekly wage based upon length of service according to the following schedule:

Length of Service

Weeks of Benefits

at Full Pay

Less than 10 years	12
10 to completion of 15th year	16
16 to completion of 20th year	20
21 or more years	26

E. The schedule set forth above shall not be cumulative, so that if not exhausted in a calendar year, it shall lapse. However, if a disabling injury shall occur in one calendar year which carries into the next succeeding calendar year, the employee shall have the salary continuation benefits in each year. It is specifically intended that the number of weeks of salary continuation shall be on a calendar basis and shall be the total sum which an employee may receive in that year, irrespective of the number of disabling injuries the employee may have incurred.

F. The rejection by the workers' compensation insurance carrier of the employee's claim for temporary disability benefits shall be a conclusive presumption that the employee is not entitled to the salary continuation benefits under this section.

G. The salary continuation benefits under this section shall only apply to that period when the employee is entitled to temporary disability benefits under N.J.S.A. 34:15-1 et seq. It is not intended that the qualification of the employee for permanent benefits under said statute shall also qualify the employee for salary continuation benefits.

H. If an employee is one hundred percent totally and permanently disabled as determined by the insurance carrier rendering workers' compensation benefits as a result of one (1) accident while employed by the Borough, or if the employee qualifies for benefits under the Second Injury Fund as being one hundred percent totally and permanently disabled pursuant to N.J.S.A. 34:15-1 et seq., or if the employee is determined to be one hundred percent totally and permanently disabled as a result of the off-lot doctrine as defined by case law of the State of New Jersey under N.J.S.A. 34:15-1 et seq., the employee's maximum salary continuation benefits shall be that prescribed under Subsection D of this section for the year in which the accident occurred. It is not intended that salary contribution benefits shall apply to said employee for any succeeding year.

I. All payments by the Borough to the disabled employee shall cease upon termination of payment of temporary disability benefits by the workers' compensation insurance carrier or the termination of period of salary continuation benefits permitted by this Article whichever occurs first.

ARTICLE VII

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay within seven (7) days of day of death, but in no event shall said leave exceed three (3) calendar days.

B. The "immediate family" shall include only husband, wife or child, parent, grandparent, brother, sister, grandchild and the following in-laws: parent, grandparent, brother and sister.

C. Reasonable verification of the event may be required by the Borough.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of the bereavement.

E. An employee may make a request of the Police Chief or his designated representative for time off to attend a funeral separate and distinct from bereavement leave.

ARTICLE VIII

OUTSIDE EMPLOYMENT AND ACTIVITIES

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty, subject to limitations of this Article.

B. It is understood that the full-time employees will consider their position with the Borough as their primary employment. Any outside employment or activity must not interfere with the employee's efficiency in their position with the Borough and must not constitute any conflict of interest.

C. All outside employment shall be listed with the Police Chief. The information provided to the Police Chief shall include the outside employee's name, address, and the employer's name, address and the employee work schedule.

D. Effective January 1, 1993 the hourly rate of pay for the SOA Police personnel is \$23.00 (twenty three dollars) plus a reasonable administrative rate as solely determined by the Borough. At the option of the bargaining unit, and with notice to the Administrator, a reduced hourly rate may be negotiated for long term security work.

The SOA will, by the 20th of December of each preceding year, notify the Business Administrator as to any change in hourly rate for the next year. Failure to so notify shall be deemed as a desire to maintain the rate in effect.

E. The Borough will keep all records after receiving time sheets from the appointed member of PBA Local 251.

F. The PBA representative appointed by the Local will bill the contractor directly for services performed, directing all payments be made to the Borough of Tinton Falls.

G. All payments to police personnel will be made only at regular pay periods, and only after receipt by the Borough.

H. Scheduling of off-duty employment which is police related will be arranged by a member appointed by PBA Local 251, and such employment scheduled shall be made up by said member and submitted to the Chief of Police for his authorization which shall not be unreasonably withheld. Police personnel will have the option to work these police related jobs and all employment of off-duty officers will be voluntary.

I. Police personnel must wear duty uniforms or similar attire directly mandated by the Chief of Police or his designate. The Chief of Police may alter uniforms to meet the needs, or as he sees fit.

J. No employee who is receiving full compensation from the Borough under sick leave, death leave, temporary disability as hereinafter defined, workers' compensation as hereinafter defined or any other authorized leave of absence with pay shall be permitted to hold secondary employment and receive compensation therefor without the prior approval of the Borough. If any such individual holds secondary employment and receives compensation therefor without prior approval of the Borough, the Borough shall be reimbursed by the employee to the extent of the compensation received from the secondary employment and, further, this shall be a basis upon which the Borough may terminate the authorized leave status of the employee and also may initiate appropriate disciplinary actions under the provisions of this contract.

ARTICLE IX

CHARGES OR COMPLAINTS AGAINST EMPLOYEES

A Charges of complaints in writing against any member of the Police Department shall be investigated by the Police Chief and management personnel. In the event the Police Chief determines that discipline beyond a reprimand is warranted, the matter may be appealed to the Director of Public Safety, as covered in the rules and regulations of the Police Department.

B. The Director of Public Safety may return the matter to the Chief for further investigation, dismiss the matter, or determine that formal charges shall ensue.

C. In any case, the Borough shall follow the requirements of N.J.S.A. 40A:14-147, et seq., in connection with any charges brought against a police officer.

D. In the event of a formal hearing before the Director of Public Safety or designee, the officer will be notified in writing of the hearing date, charges, complainant's name and the names of any witnesses.

E. The accused officer or officers shall have the right to be represented by counsel during a formal hearing and have the right to consult with and be represented by counsel at any step of the procedure.

F. Officers have the right to retain counsel of their choice in civil matters and disciplinary matters and to reimbursement at a rate not to exceed the rate of outside legal counsel for general legal representation of the Borough unless the Borough has appropriate insurance

coverage. Employees brought up on disciplinary charges shall only receive legal costs as specified above and provided by N.J.S.A. 40A:14-155 if totally exonerated of charges as provided by case law.

G. An employee who is called in for questioning during an investigation, which the employee has reasonable cause to believe that the end result of said questioning and investigation could lead to disciplinary action, has the right to request and have present a representative of his choosing prior to answering any questions.

ARTICLE X

HOLIDAYS AND PERSONAL DAYS

Three (3) personal days are hereby granted and shall be taken at the officer's discretion consistent with the needs of the Department, and with five (5) days prior written approval. Twelve (12) designated holidays are granted as follows: New Year's, Martin Luther King's Birthday, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve and Christmas.

A. Officers may elect to be paid for up to and including fifteen (15) designated and personal holidays, except as limited by Paragraph A as overtime as defined in Article XV, except that in calculating the overtime pay, it shall be one and one-half times the base hourly pay together with longevity and college incentive pay. Said officer shall make this request in writing to the Police Chief not later than February 1st of that calendar year.

B. Payment in lieu of designated holidays shall be made by the Borough on the first payroll in June of each year.

C. If an employee is out of work for any thirty (30) consecutive calendar days by reason of an accident or illness that occurs off duty, they shall lose 1/12 of the holiday and personal day benefits that are described in this Article. They shall lose an additional 1/12 of benefits for each additional thirty (30) consecutive calendar days that they are

out of work during an entire calendar to the extent that an employee who does not work during an entire calendar year shall receive no benefits under this Article. If the employee has been paid as set forth in Paragraph C, the deduction shall be made from the employee's next succeeding salary payment. If the employee has not received payments under Paragraph C, the deduction shall be made from the payment that would be made pursuant to Paragraph C.

D. If any employee shall cease employment with the Borough at any time during the calendar year, they shall lose 1/12 of the benefits provided by this paragraph for each thirty (30) calendar days remaining in the year. If payment has already been received as set forth in Paragraph C, the sum shall be deducted from their last payment or, if payment has already been received, they shall refund the sum to the Borough within ten (10) days of their termination. If payment has not yet been made under Paragraph 4, deductions shall be made from that payment and the difference, if any, remaining due to the Borough, shall be paid by the employee within ten (10) days after termination.

E. Holiday pay may be split into two separate payments at employee's option.

ARTICLE XI

VACATION

A Vacation time shall be:

1. Ten (10) working days vacation for service of one (1) through five (5) years;
2. Fifteen (15) working days vacation for service of six (6) through ten (10) years;
3. Twenty (20) working days vacation for service of ten (10) through fifteen (15) years.
4. Twenty-five (25) working days vacation for service of fifteen (15) years or more.

B. Time for vacation should be taken in the year earned. Time will be considered by anniversary year. Exceptions to this must be approved in advance by the Borough.

C. Extra compensation shall not be allowed in lieu of unused vacation, as it is desired that each officer take advantage of the annual vacation period for health, rest, relaxation and pleasure.

D. If any employee is out of work for any thirty (30) consecutive calendar days by reason of an accident or illness that occurs off duty, they shall lose 1/12 of their vacation benefits in the next succeeding year. They shall lose an additional 1/12 of vacation benefits in the next succeeding year for each additional thirty (30) consecutive calendar days that they are out of work during the calendar year to the

end that an employee who does not work during an entire calendar year shall receive no vacation benefits in the next succeeding year.

ARTICLE XII

CLOTHING ALLOWANCE

A. Every police officer after their first year of employment shall receive a clothing allowance payable by the Borough on the first payroll in May. Said allowance will be payable \$300 in cash and \$500 by voucher for direct purchase any time within the calendar year.

Personnel assigned to the detective bureau are entitled to the maximum \$500 voucher allowance by reimbursement upon submission of valid receipts for suitable business attire consisting of suits, sport coat, dress slacks, dress shirts, ties, belts, and shoes.

B. If a mandatory change in the uniform is imposed by the Borough during the life of this Agreement, an appropriate adjustment shall be made in the clothing allowance for those employees affected by the change. Changes requested by the PBA with the Chief's approval shall be paid by the officers.

C. If an employee is out of work for any thirty (30) consecutive calendar days by reason of an accident or illness occurring either on duty or off duty, they shall lose 1/12 of their clothing allowance which shall be deducted from the next salary payment except if payment has been made as stated in Paragraph A. If payment has not been made as stated in Paragraph A, it shall be deducted when payment is made under Paragraph A.

D. If an employee shall cease employment with the Borough at any time during the calendar year, they shall lose 1/12 of their clothing allowance for each thirty (30) calendar days remaining in the year. If payment has already been received as set forth in Paragraph A, the sum shall be deducted from their last payment or, if payment has already been

received, they shall refund the sum to the Borough within ten (10) days of their termination. If payment has not yet been made under Paragraph A, deductions shall be made from that payment and the difference, if any, remaining due to the Borough shall be paid by the employee within ten (10) days after termination.

ARTICLE XIII

DRY CLEANING ALLOWANCE

A. Every police officer shall receive an annual dry cleaning allowance of \$325.00, payable by the Borough on the first payroll in May, except that probationary patrolmen shall receive 1/12 of this allowance for each full month of employment during the calendar year in which they are first employed.

B. If an employee is out of work for any thirty (30) consecutive calendar days by reason of an accident or illness occurring either on duty or off duty, they shall lose 1/12 of their dry cleaning allowance which shall be deducted from the next salary payment except if payment has been made as stated in Paragraph A. If payment has not been made as stated in Paragraph A, it shall be deducted when payment is made under Paragraph A.

C. If an employee shall cease employment with the Borough at any time during the calendar year, they shall lose 1/12 of their dry cleaning allowance for each thirty (30) calendar days remaining in the year. If payment has already been received as set forth in Paragraph A, the sum shall be deducted from their last payment or, if payment has already been received, they shall refund the sum to the Borough within ten (10) days of their termination. If payment has not yet been made under Paragraph A, deductions shall be made from that payment and the difference, if any, remaining due to the Borough shall be paid by the employee within ten (10) days after termination.

ARTICLE XIV

OVERTIME

A. Overtime shall be defined as all time worked in excess of the normal work schedule. Overtime shall not include time worked which is less than fifteen (15) minutes prior to the beginning of shift changes between officers. No pay for overtime shall be allowed unless authorized by the Police Chief or other designated superior officer.

B. 1. Overtime shall be defined as time worked in excess of forty (40) hours when a police officer is in attendance at a police academy or assigned to the bureaus of Investigations, Traffic, or Juvenile.

2. Overtime shall also be defined as time worked in excess of an eight (8) hour tour of duty when an officer is assigned to a five (5) day per week schedule, when an officer works a normal day off, when an officer works more than five (5) days if assigned to any other schedule, or when undertaking training activities outside of the officer's normal schedule

C. Overtime shall be compensated at time and one-half times the officer's base regular rate of pay including college credit and longevity if applicable.

D. At the police officer's option, overtime may be paid either by payment or by compensatory time off at time and one half the number of hours worked. A maximum of eighty (80) hours of compensatory time

may be accumulated only with the approval of the Police Chief or his designee. Compensatory time off may be utilized only with the prior approval of the Police Chief or his designee.

E. All compensatory time shall be utilized in the year in which it is earned and, except as modified herein, may not be carried into the next succeeding year unless the police officer has not been afforded the opportunity to utilize said compensatory time. Maximum forty (40) hours compensatory time may be carried into the next succeeding year only with the approval of the Director of the Department of Public Safety following the favorable recommendation of the Police Chief.

F. In the event that any officer is called in for duty on a day off or is called in to duty after the officer has been released from their tour of duty, they shall be paid a minimum of two (2) hours pay at time and one half their base rate including college credit and longevity if applicable.

G. For purposes of calculating the forty hour work week, contractual days off shall be considered time worked.

ARTICLE XV

ANNUAL PHYSICAL EXAMINATION

Each police officer shall take an annual physical examination administered by a physician and/or medical laboratory of the Borough's choice. The extent of such physical examination shall be determined by the Borough after consultation with reliable medical authorities. The results of the annual physical may only be utilized for purposes permitted by law.

ARTICLE XVI

SALARY GUIDE

A. All employees hired after July 1, 1987 shall be paid on a week-delayed payroll basis. Current employees may be converted to week delay basis at the sole discretion of the Borough if no loss in salary occurs.

B. The base annual salaries of employees covered by this Agreement shall be as follows:

Effective January 1, 1992

<u>TITLE</u>	<u>STEP</u>		
	<u>A</u>	<u>B</u>	<u>C</u>
Sergeant	49,755	51,294	52,831
Lieutenant	54,369	55,909	57,445
Captain	58,984	60,520	62,060

Effective January 1, 1993

Sergeant	52,243	53,859	55,473
Lieutenant	57,087	58,704	60,317
Captain	61,933	63,546	65,163

Effective January 1, 1994

<u>TITLE</u>	<u>STEP</u>		
	<u>A</u>	<u>B</u>	<u>C</u>
Sergeant	54,855	56,552	58,247
Lieutenant	59,941	61,639	63,333
Captain	65,030	66,723	68,421

C. Steps are to be granted based upon length of service and satisfactory performance in title. The Borough may accelerate steps based upon performance and may, at its discretion, withhold steps for up to six months for inadequate performance.

- Step A Appointment to title of superior officer
- Step B First day of the beginning of the fourth year in title
- Step C First day of the beginning of the seventh year in title

ARTICLE XVII

SICKNESS AND SICK LEAVE

A. The Borough shall arrange for a group policy covering temporary disability for all of the full-time members of the police department represented by the PBA. It is understood by the Borough and the PBA that the Borough currently has in existence a policy with the State of New Jersey providing this coverage. The policy is available for inspection by the SOA and, in addition to other requirements, mandates that an officer may not receive temporary disability benefits unless they have exhausted all accumulated sick days. To have a valid claim, the police officer must fulfill the requirements of the State Disability Plan.

B. Each full-time member of the police department shall be entitled to sick leave with pay at the rate of one (1) day for each thirty (30) calendar days, to a maximum of twelve (12) days in any calendar year. Any police officer commencing employment after January 1, 1985, shall earn one (1) day for each thirty (30) calendar days commencing with the first date of employment. Unused sick days may be accumulated to a maximum of one hundred ten (110) days. It is understood that the cumulative maximum of one hundred ten days includes those days accumulated, if any, as of December 31, 1981, as further discussed in Paragraph "D" hereafter.

C.2. Upon death, or upon retirement, with not less than twenty (20) years nor more than twenty-five (25) years of service with the Borough of Tinton Falls, the Borough shall pay the police officer or, where appropriate, their estate, for all accumulated sick leave in an amount equal to one (1) day's pay for each five (5) days of accumulated sick leave as of the first of the month following the date of death or retirement as aforesaid.

C.3. Upon death, or upon retirement, with not less than twenty-five years of service with the Borough of Tinton Falls, the Borough shall pay the police officer or, where appropriate, their estate, for all accumulated sick leave in an amount equal to three days' pay for each five (5) days of accumulated sick leave as of the first of the month following the date of death or retirement as aforesaid.

D. The Borough shall enter on the Personnel records of each police officer, the number of sick days that the police officer had accrued as of December 31, 1981. The police officer shall exhaust these sick days as provided in Paragraphs A and B of this Article. However, even if the days are fully exhausted prior to the retirement or death of the police officer, the officer shall nevertheless, be considered to have earned the cumulative value of those sick days for conversion and payment pursuant to Paragraph C. of this Article when they have retired with twenty years of service with the Borough or shall have died prior to retirement.

E. "Sick leave" shall mean paid leave that may be granted to each employee who, through sickness or injury that is non-job-related, has become incapacitated to a degree that makes it impossible for them to perform the duties of the position or who is quarantined by a physician because of exposure to a contagious disease. Sick leave may also be used to care for a sick member of the immediate family or a relative residing in the household.

1. To be eligible to receive regular compensation during any such period of sick leave, the employee shall provide the following:

2. Notify the Borough at least four hours prior to the time they would normally begin work absent emergent circumstances. The notice shall state the nature of the illness or injury, the inability to report to work and the probable duration of the illness or injury.

3. A certificate from a licensed practicing physician or dentist may be required when absence caused by an illness or injury exceeds three (3) consecutive working days in duration, but shall be required when absence caused by illness or injury exceeds five (5) consecutive working days in duration. In addition, said certification may be required from the first day of all absences due to illness or injury which constitute the third absence due to illness or injury of an employee in a calendar year.

4. The employee shall not be eligible to receive their usual compensation unless the employee files with their immediate supervisor and the supervisor in turn files with the Borough Personnel Officer the certification required by Subsection E3 hereof, setting forth precisely the nature of the illness or injury, the inability to work and the probable duration of the disability.

F. Upon request of the Borough, an employee applying for sick leave benefits, temporary disability benefits, or workers' compensation benefits shall be required to submit to an examination by a physician or physicians designated by the Borough, the cost of said examinations to be borne by the Borough.

G. When no sick time is used in a six month period, the officer may elect to convert one accrued sick day to a non-compensable Emergency Day. This conversion is not accruable and not compensable above the base pay for a one day leave. Option must be exercised in the succeeding six month period.

ARTICLE XVIII

LONGEVITY

The schedule for computing longevity salary increases shall be based upon the completion of the years of service in the Tinton Falls Police Department as follows:

After 4 years through 6 years	3% of base salary
After 6 years through 8 years	4% of base salary
After 8 years through 10 years	5% of base salary
After 10 years through 12 years	6% of base salary
After 12 years through 14 years	7% of base salary
After 14 years through 16 years	8% of base salary
After 16 years through 18 years	9% of base salary
After 18 years through 20 years	10% of base salary
After 20 years to retirement	11% of base salary

The present longevity program shall remain in effect for all Borough employees hired by the Borough prior to the effective date of the collective bargaining agreement.

For all employees hired on or after the effective day of this collective bargaining agreement, January 1, 1992, the following longevity program shall apply.

The schedule for computing longevity salary increases shall be based upon the completion of the years of service in the Tinton Falls Police Department as follows:

		<u>Cumulative</u>
Less than 5 years	0	
6 years through 10 years	\$ 500	\$ 500
11 years through 15 years	500	1,000
16 years through 20 years	500	1,500
21 years through 25 years	500	2,000
26 years or more	500	2,500

ARTICLE XIX

INSURANCE

A. The Borough shall provide and maintain life insurance coverage in the amount of \$20,000.00 for each police officer covered by this Agreement in addition to any and all insurance coverage now in effect after two (2) months service with the Borough. False arrest insurance up to 1985 limits and liability insurance shall be and is provided by the Borough as part of its overall insurance coverages. The Borough reserves the right to self insure false arrest insurance.

B. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided.

C. The Borough may withdraw from the State Health Benefits Plan.

D. The Borough will assume the entire cost of hospitalization and major medical and pay all of the premiums for employees who have retired in a disability pension or after 25 years or more service with the Borough, or have retired and reached the age of 62 or older with at least 15 years of service with the Borough.

E. In lieu of optical expenses, effective January 1, 1990, the Borough shall provide a dental plan with substantially similar benefits to Delta Dental Plan IIIB with the following minimum benefits:

1. Eligible patient benefits payable \$1,000.00 per year.
- Orthodontic patient benefits payable \$500.00 per case.
2. \$25.00 deductible per individual. \$75.00 family maximum aggregate deductible.

3. Copayments (Plan/Employee).

a) Prevention/diagnostics	100%/10%
b) Restorative basic benefits	70%/30%
c) Prosthodontic benefits	50%/50%
d) Orthodontic benefits	50%/50%

4. Area participating dentist.

ARTICLE XX

PROFESSIONAL EDUCATION

A. Employees hired prior to February 1, 1980, shall receive in addition to other salaries, Twenty (\$20.00) Dollars for each credit hour earned in a recognized college with a grade average of "B" or better. Such determination shall be in accordance with provisions of Ordinance No. 254 adopted November 6, 1969, as amended by Ordinance No. 281, adopted July 1, 1971, now in effect.

B. The additional remuneration noted in Paragraph A above, shall only be payable by the Borough upon presentation of proper certification of successful completion of the courses.

C. Employees hired on or after February 1, 1980, shall be entitled to receive the following compensation in lieu of the per credit payments referred to in Paragraph A of this Article XV: Associated Degree in Police Science, Psychology, Sociology, Political Science and Public Administration - \$1,300.00 per annum. \$2,600.00 per annum - Baccalaureate Degree in Police Science, Psychology, Sociology, Political Science and Public Administration.

D. Notwithstanding any of the foregoing provisions of this Article, any person hired as a police officer in the Borough of Tinton Falls shall serve a probationary period of two (2) years during which time they shall not receive the benefits set forth in this Article for the first year. Upon the said person's satisfactory completion of the first

year of probation they shall then receive the benefits under this Article

E. All officers in order to be eligible, shall have at least 21 credits in criminal justice.

F. Once a college degree is obtained, an officer shall receive benefits thereof regardless of grades.

G. Effective January 1, 1987, college credit payments shall be capped at levels as they exist for existing employees as of December 31, 1987. In lieu of college credit payments employees shall be eligible for a tuition payment plan. This plan shall include:

1. Payment of tuition not to exceed Rutgers tuition levels, required fees and required books for course work related to police function or courses in a matriculated degree program at the Associate, Bachelor's or Master's level.

2. Books so purchased shall remain the property of the Borough and shall be given to the Borough within thirty (30) days of the last day of classes.

3. Minimum grade levels shall be achieved by employees availing themselves of the provisions of this paragraph - minimum grade - undergraduate C, graduate B average, or a P whenever appropriate.

4. If the officer resigns within a three (3) year period of receipt of monies, the officer will reimburse the Borough for tuition.

5. If reimbursement is due to the Borough of Tinton Falls due to employees non-completion of coursework or resignation of service, repayment shall be made within ninety (90) days.

ARTICLE XXI

MAINTENANCE OF STANDARDS

This Agreement is not intended to alter the rights, benefits, or obligations of members of the Department, pursuant to existing ordinances of the Borough, the Laws of the State of New Jersey, and of the United States of America except that where provisions of existing resolutions or ordinances of the Borough are directly inconsistent with provisions of this Agreement will control all negotiable terms and conditions of the employment for Police Officers in the Borough of Tinton Falls.

ARTICLE XXII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIII

LAYOFF

Employees laid off shall be given a minimum of two (2) week's notice or two weeks' pay in lieu thereof.

ARTICLE XXIV

LEAVES OF ABSENCE

A. All requests for leave of absence shall require the approval of the Borough except sick leave, court leave, or death leave, as hereinafter defined. A request for any type of leave shall be made sufficiently far in advance of the intended date of separation to permit approval by the Borough and to permit the Borough to make adequate arrangements to avoid loss of municipal services.

B. Leave without pay. Leave without pay shall be granted only to full-time regular and part-time regular employees. It shall be granted when the employee is seeking a leave of absence for illness and has exhausted accumulated sick and vacation leave or is seeking leave other than for illness and has exhausted vacation leave. Written request for leave without pay must be initiated by the employee, favorably approved by the Police Chief and approved by the Public Safety Director to be effective. Such leave shall not be approved for a period longer than three (3) months at one time. The leave may be extended for an additional period upon written application and approval by the Borough.

C. If the employee is subpoenaed as a witness by a third party in a matter where the Borough is not a party, appearance in court shall be an authorized leave and employee shall not sustain a loss of compensation, but employee shall supply the department head and the Borough with a copy of the subpoena.

ARTICLE XXV

MILITARY LEAVE

A. Any full-time regular or part-time regular permanent employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in field training shall be granted a military leave of absence for the period of such training upon presentation of such proper evidence as may be required, less credit for the compensation received from the National Guard, Naval Militia, Air National Guard or reserve component of the Armed Forces of the United States.

B. When a full-time regular or part-time regular permanent employee, not on probation, has been called to active duty or inducted into the military or naval forces of the United States, they shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service, provided they do not voluntarily extend such service. Such employee may be reinstated without loss of privileges or seniority, provided they report for duty with the Borough within ninety (90) days following discharge from military service and shall have taken and passed the required physical examination by the physician designated by the Borough.

ARTICLE XXVI

TEMPORARY DISABILITY

A. A group policy for temporary disability for non-job-related injuries or illnesses is provided to all full regular and part-time regular employees, effective after three (3) months of continuous service. The cost is paid in full by the Borough.

B. In addition to the benefits payable under the group policy for temporary disability, the Borough shall pay to the employee the difference between their regular salary and that which they received under the group policy for a period of time dependent upon their length of service as set forth in the following schedule:

Length of Service	Weeks of Benefits at Full Pay
Less than 6 months	None
6 months to 1 year	2
1 to 5 years	4
5 to 10 years	12
10 to 15 years	16
15 to 20 years	20
20 or more years	26

C. For an employee to receive the benefits of this section, they must complete the necessary application and be approved for payment under the group policy maintained by the Borough. If payment is rejected by the insurance carrier, it shall be conclusively presumed that the employee is not entitled to the benefits set forth in Subsection B above.

D. The schedule set forth in Subsection B above shall not be cumulative, so that if not exhausted in a calendar year, it shall lapse. However, if a disabling injury shall occur in one calendar year which carries into the next succeeding calendar year, the employee shall have the salary continuation benefits in each year. It is specifically intended that the number of weeks of salary continuation shall be on a calendar basis and shall be the total sum which an employee may receive in that year, irrespective of the number of disabling injuries he may have incurred.

E. When the employee is receiving temporary disability benefits, they shall be responsible for payment of contributions toward the pension system and life insurance. For convenience, the Borough will handle the payments through payroll deduction. However, if the salary is discontinued due to temporary disability, a leave of absence pursuant to this contract must be required and approved to maintain coverage under the life insurance and membership in the pension system.

F. All usual employee benefits will continue in effect while an employee is receiving temporary disability benefits under this article.

ARTICLE XXVII

DISPOSITION OF RECOVERY FROM THIRD PARTY

If an employee shall receive any benefits against a third party by reason of an injury or illness which caused the employee to receive income continuation benefits under the sick leave, temporary disability or workers' compensation provision (Article VI) of this contract, the Borough of Tinton Falls shall have a lien excluding pain and suffering and punitive damages upon that portion of the recovery against the third party which represents the sum paid by the Borough to the employee.

ARTICLE XXVIII

FULLY-BARGAINED AGREEMENT

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

ARTICLE XXIX

DURATION OF AGREEMENT

Section 1:

This Agreement shall become effective as of January 1, 1992 and shall expire December 31, 1994. Both parties agree to commence negotiations for the year of 1995 in accordance with the applicable rules of the Public Employment Relations Commission

Section 2:

In the event negotiations are not completed for a new agreement by the expiration date of this Agreement, the parties agree that this Agreement shall remain in full force and effect until such time as the new agreement is reached.

2 IN WITNESS THEREOF, the parties hereto have set their hands and seals at TINTON FALLS, NEW JERSEY on this 19th day of ~~November, 1988.~~ January, 1993

SUPERIOR OFFICERS ASSOCIATION
AFFILIATED WITH THE NEW
JERSEY STATE P.B.A.

BOROUGH OF TINTON FALLS

By: [Signature]

By: Ann Y. McNamara

Mayor Ann Y. McNamara

WITNESS:

[Signature]

WITNESS:

Karen Mount

Karen Mount, Borough Clerk

