

AGREEMENT

BETWEEN

BOROUGH OF BAY HEAD

AND

**BAY HEAD POLICE DEPARTMENT
EMPLOYEES**

January 1, 2012 through December 31, 2015

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PREAMBLE

This Agreement made this day of January, 2012 by and between the Borough of Bay Head, a municipal corporation of the State of New Jersey (the “Borough”), and The Bay Head Police Department Employees (the “Association”).

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Borough and its employees and to establish a basic understanding relative to compensation, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other as follows:

ARTICLE 1

RECOGNITION AND SCOPE OF AGREEMENT

- A. The Borough hereby recognizes the Association as the sole and exclusive representative of all the employees in the bargaining unit as defined herein for the purpose of collective bargaining and all activities and processes relative thereto.**
- B. The bargaining unit shall consist of all probationary and permanent members of the Police Department of the Borough of Bay Head, New Jersey, now employed or hereafter employed, except the Chief of Police.**
- C. This Agreement shall govern compensation, hours of work and other conditions of employment herein set forth.**
- D. This Agreement shall be binding upon the parties hereto.**
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.**

ARTICLE 2

COLLECTIVE BARGAINING PROCEDURE

- A. The duly authorized bargaining agent of each of the parties shall conduct collective bargaining with respect to compensation, hours of work and other conditions of employment.**
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.**

ARTICLE 3

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees of the Bay Head Police Department because of their activity or employment in the Department. Neither the Borough nor the members of the Bay Head Police Department shall discriminate against any employee because of sex, race, creed, color, national origin or political affiliation.

ARTICLE 4

HOURS

- A. The work day shall consist of not more than 10 consecutive hours in a 24 hour period, except as mutually agreed to by the parties.**
- B. The tours of duty shall continue as they are currently in force, unless hereinafter changed and mutually agreed to by the parties.**

ARTICLE 5

OVERTIME

- A. The Borough agrees that overtime consisting of time and one-half shall be paid to all employees covered by this Agreement for hours worked in excess of 40 hours in any week, or beyond an employee's scheduled shift. All such overtime is to be authorized by the Chief of Police.**
- B. It is recognized that employees may be required to report in advance of the tour starting time and for the purpose of report making to remain after the termination of a tour. In accordance with this recognition, no overtime shall be paid for a 15 minutes period prior to the commencement of a tour or for a 15 minute period after the termination of a tour. In the event any employee is required to report earlier than 15 minutes after the end of a tour, the employee shall be paid for all time worked in excess of the regular work day.**
- C. At any time an employee is summoned for overtime duty, he shall be entitled to be paid a minimum of 4 hours at the overtime rate from the time of arrival.**

ARTICLE 6

ANNUAL BASE SALARY

A. Effective January 1, 2012 the annual base salary each of the following classifications shall be:

Year of service	2012	2013	2014	2015
Probationary officer/first year of service	\$40,000	\$41,000	\$42,025	\$43,076
Second year of service	\$45,680	\$46,822	\$47,993	\$49,193
Third year of service	\$51,360	\$52,644	\$53,960	\$55,309
Fourth year of service	\$57,040	\$58,466	\$59,928	\$61,426
Fifth year of service	\$62,720	\$64,288	\$65,895	\$67,542
Sixth year of service	\$68,401	\$70,111	\$71,864	\$73,661
Seventh year of service	\$74,081	\$75,933	\$77,831	\$79,777
Eighth year of service	\$79,761	\$81,755	\$83,799	\$85,894
Ninth year of service	\$85,441	\$87,577	\$89,766	\$92,010
Tenth year of service and beyond	\$91,121	\$93,399	\$95,734	\$98,127

ARTICLE 6A

ANNUAL BASE SALARY – SUPERVISORY POSITIONS

Effective January 1, 2012 the annual base salary for the following classifications shall be:

Title	2012	2013	2014	2015
Corporal	\$92,121	\$94,399	\$96,734	\$99,127
Sergeant	\$95,806	\$98,175	\$100,603	\$103,092
Sgt. First Class	\$99,638	\$102,102	\$104,627	\$107,216
Lieutenant	\$103,624	\$106,186	\$108,812	\$111,505

ARTICLE 7

LONGEVITY

- A. No longevity increases and/or payments shall be due to any covered employee hired on or after January 1, 2012.

- B. Each employee shall be paid, in addition to annual base salary, a longevity payment based upon continuous years of employment as a regular officer in the Police Department as follows:

<u>Continuous Years of Service</u>	<u>Annual Non-Cumulative Longevity Payment</u>
1 through 5 years	2% of Annual Base Salary
6 through 10 years	4% of Annual Base Salary
11 through 15 years	6% of Annual Base Salary
16 through 19 years	8% of Annual Base Salary
20 through 24 years	10% of Annual Base Salary
25 or more years	12% of Annual Base Salary

- C. Longevity payments shall be calculated or recalculated immediately following the anniversary date of employment of each employee; paid bi-weekly; and included as part of the employee's regular paycheck.

ARTICLE 8

VACATIONS

- A. Each employee shall be entitled to annual vacation leave based upon continuous years of employment as a regular officer in the Police Department as follows:**

<u>Continuous Years of Service</u>	<u>Annual Vacation Leave</u>
0 to 1 year	7 working days
2 to 4 years	13 working days
5 to 8 years	18 working days
9 to 13 years	21 working days
14 to 18 years	23 working days
19 or more years	25 working days

- B. The choice of vacation days will be based on seniority and will only apply to the first 10 vacation days. The balance, if any, will be left to the administrative discretion of the Chief of Police.**
- C. No compensatory pay will be given for vacation days not taken.**
- D. Up to ten (10) days can be carried over into the following year and no more than ten (10) days may be accumulated for payment upon retirement or resignation after January 8, 2007 as per N.J.S.A. 40A:9-10.3.**

ARTICLE 9

PERSONAL LEAVE

- A. Each employee shall be entitled to 5 personal leave days each year without deductions from any other leave time permitted, providing the employee shall notify the Chief of Police at least 3 days in advance.**
- B. If less than 3 days advance notice is given, entitlement to personal leave shall be at the discretion of the Chief of Police.**
- C. No compensatory pay will be given if the personal leave days are not taken, nor can said days be accrued.**

ARTICLE 10

HOLIDAYS

- A. The following shall be recognized as holidays paid at 8 hours regular time under this Agreement:**

**New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Easter
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas**

- B. When any of the above holidays are in conflict with an employee's religious belief, the employee may substitute a religious holiday of the employee's religious belief, provided that adequate notice is given to the Chief of Police.**
- C. It is recognized by both parties that employees may not by reason of Department business, enjoy the above holidays by working on those dates. The entire holiday benefit (104 annual hours) shall be folded in and paid along with regular payroll and utilized for all computation purposes.**
- D. Notwithstanding the provisions of Section C above, any employee who is required to work on New Year's Day, Easter, Thanksgiving or Christmas shall be paid an additional one-half times the employee's regular hourly rate of pay.**

ARTICLE 11

SICK LEAVE

- A. Each employee shall be entitled to annual sick leave in any calendar year as follows:

<u>Classification</u>	<u>Annual Sick Leave Each Calendar Year</u>
Probationary Patrolman	5 working days
Patrolman – 1 st year	10 working days
All other Patrolmen, Corporals Sergeants and Lieutenants	15 working days

- B. The amount of sick leave not taken in any calendar year shall accumulate from year to year up to a maximum of 200 days, unless such accumulated is otherwise restricted by state law. If an employee resigns or is discharged for cause, the employee shall not receive compensation for any accumulated sick leave.
- C. An employee may utilize sick leave when the employee is unable to perform work by reason of personal illness, accident, or exposure to contagious disease. An employee may use sick leave for short periods when a member of the immediate family of the employee is seriously ill, pursuant to federal and New Jersey Family and Medical Leave Act regulations.
- D. Sick leave shall not include any extended period where an employee serves as nurse or housekeeper to a member of the immediate family of the employee during a period of serious illness.
- E. An employee absent on sick leave shall submit acceptable medical evidence substantiating illness if requested to the Borough Clerk.

F. Sick leave injury – Any employee who is disabled in the line of duty due to occupational injury or disease may, on the approval of the Borough, be granted a leave of absence at full pay. Any amount of salary paid or payable to an employee for service connected disability leave shall be reduced by the amount of worker’s compensation benefits paid or payable under the New Jersey Worker’s Compensation Act for temporary disability, provided that:

- 1. This leave shall not be granted beyond one year from the date of the injury or illness.**
- 2. The employee shall furnish the Borough with such medical or other proof relating to the injury or illness and the continued disability of the employee.**

ARTICLE 12

PAYMENT FOR ACCUMULATED SICK LEAVE

- A. Any employee completing a minimum of 10 years of full time employment as a regular officer in the Police Department who has accumulated sick time shall be entitled to partial compensation upon retirement from full time employment in accordance with the Police and Firemen's Retirement System (PFRS) or such other retirement system which may be in effect and approved by the Division of Pensions, Department of Treasury of the State of New Jersey.**
- B. Any employee qualifying for compensation under the terms of this provision shall be paid for 1/2 of up to a maximum of two hundred accumulated sick days at the rate of compensation not to exceed the total sum of \$15,000 in 2009 and \$20,000 in 2010 forward. Employees hired on or after January 1, 2012 shall not be paid for accrued sick time in an amount exceeding \$15,000. Compensation for accumulated sick time shall be paid based upon the annual base salary and longevity payments in effect as of the employee's retirement date.**
- C. An employee shall notify the governing body of his claim for terminal leave before December 1st of the year prior to retirement so that the Borough may properly establish its budget. Upon retirement, an employee may receive accumulated sick time in a lump sum or, upon request, and at the discretion of the governing body, an employee may receive the accumulated sick time within 30 days after the final adoption of the Borough's annual budget during the year immediately following the year of retirement. The employee shall make this request at the time of giving notification of the claim for terminal leave.**

ARTICLE 13

DEATH IN FAMILY

- A. In the event of a death in the immediate family (mother, father, husband, wife, children, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, step children, brother, sister) of an employee, the Borough shall grant a 3 day leave of absence, with pay, to the employee.**
- B. All applications under this provision shall be on a case by case basis upon the recommendation of the Chief of Police and Police Committee. This benefit may be denied if the Chief of Police and Police Committee determine that there will be insufficient police coverage should the benefit be granted.**

ARTICLE 14

CLOTHING AND EQUIPMENT ALLOWANCE

- A. During the year 2012-2015, the Borough shall pay a clothing and equipment allowance of up to \$ \$1,400.00 per year to all permanent employees. The clothing and equipment allowance shall be drawn on an as needed basis upon application to the Chief of Police up to the maximum amount of the allowance.

ARTICLE 15

EDUCATION INCENTIVE

- A. The Borough agrees to pay each employee of the Department, in addition to annual base salary, an annual educational incentive based upon the following table:**
- 1. Associates Degree in Police Science
Upon Completion - \$500.00**
 - 2. Bachelors Degree in Police Science
Upon Completion - \$1,000.00**
 - 3. Masters Degree in Police Science
Upon Completion - \$1,250.004**
 - 4. Emergency Medical Technician Certificate
Upon Completion and each year upon receipt of proof of continued validity by the Borough Clerk- \$750.00**
- B. An employee must complete his Probationary year as a regular officer in the Police Department before the employee shall be entitled to receive any payment under this provision.**

ARTICLE 16

HOSPITAL, DENTAL AND MEDICAL INSURANCE

The Borough shall pay the cost and provide hospital, dental and medical insurance, including family coverage, for each employee.

Each year, employees shall submit to a comprehensive physical examination to be performed by a physician selected by the employee. The physical examination will be charged against the employee's health care provider; however, if the provider does not pay the complete cost of the physical examination, the balance, if any, shall be paid by the Borough. A written report of the physical examination shall be provided to both the employee and the Borough. The Borough shall make arrangements to maintain and file copies of the physical examination in the Office of the Chief of Police and Municipal Clerk/Personnel Officer, which shall be held in a confidential file. It is agreed that any recommendations made by the physician conducting the physical relating to exercise, diet or medication will be adhered to by the employee. The purpose of this provision is to address the physical well being of the employee and insure that the employee is capable of performing applicable police functions and duties.

All employees shall contribute to the costs of medical insurance pursuant to the statutes and administrative regulations of the State of New Jersey and shall be deducted through the payroll system of the Borough.

ARTICLE 17

EXTRA DUTY

The Chief of Police shall have the right to issue general orders concerning extra duty performed for outside contractors to insure that public safety needs of the community are appropriately addressed and that such outside employment is carried out in accordance with applicable State rules and regulations.

Extra duty work performed for outside contractors, which assignments are undertaken at the sole option of the employee, shall be paid through the payroll system of the Borough. As of January 1, 2012, the general work rate is \$65.00 per hour, with the employer being permitted to subtract an administrative charge of \$15.00 per hour, netting the employee \$50.00 per hour. If extra duty work is performed between 7:00 p.m. and 7:00 a.m. the work rate shall be \$75.00 per hour with the employer being permitted to subtract an administrative charge of \$15.00 per hour, netting the employee \$60.00 per hour. These rates may be adjusted by the action of the governing body, after receipt of written agreement to proposed changes from the Association, during the terms of this agreement, but shall not be adjusted in such a manner as to provide for a lower hourly payment to employees than is currently paid for extra duty work.

The Borough and Association acknowledge that the general work rate to be paid to members of the Association for extra duty performed for outside contractors has been mutually established by the parties. Compensation to members of the Association for this outside employment is made through the normal payroll system of the Borough as required pursuant to Attorney General Formal Opinion 1997 No. 23. The Association acknowledges that this extra duty work is not mandated by the Borough and that the system is established as an accommodation to permit Association members to perform extra duty work for entities other than the Borough.

The Association agrees, represents and warrants that it will not support or fund any lawsuit or challenge of whatsoever nature made by any individual or entity pursuant to the provisions of the Fair Labor Standards Act.

The Borough and Association agree that a copy of this Article shall be filed with the Division of Local Government Services of the New Jersey Department of Consumer Affairs. This Article shall be void should its application be prohibited by any applicable mandate of the State of New Jersey.

ARTICLE 18

PRISONER TRANSPORT

It is agreed that two employees shall be assigned to the duties of transporting prisoners outside of the Municipality.

ARTICLE 19

SEPARABILITY AND SAVING

- A. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.**
- B. If any such provisions are so invalid, the Borough and the Association will meet for the purpose of negotiating changes made necessary by applicable law.**

ARTICLE 20

PRESERVATION OF RIGHTS

The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of the Police Department which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in not less that the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE 21

GRIEVANCE PROCEDURE

1. The term “grievance” as used herein means a dispute between the parties over the interpretation, application or violation of this Agreement, or a dispute concerning policies and management decisions affecting employees, but not mean a dispute involving the discipline or discharge of employees.

2. Grievances shall be process in accordance with the following procedure:

STEP ONE

Grievances shall be submitted in writing to the office of the Chief of Investigations within ten (10) days following the date upon which the grievance occurred. The grievance shall thereupon be discussed at a meeting consisting of the employee involved, the PBA representative, and the Chief of Investigations or his/her designee. The meeting shall be conducted within fourteen (14) days from the date the grievance is submitted unless the PBA and the Chief of Investigations agree to conduct the meeting at a later date.

STEP TWO

If a grievance is not settled at the grievance meeting described in Step 1, above, the PBA may, within five (5) days from the grievance meeting, appeal the grievance in writing to the Employer, who shall respond to said grievance in writing within 10 days of his/her receipt of the grievance appeal.

STEP THREE

If a grievance appeal under Step 2, above, is denied, and only if the grievance concerns the interpretation, application or alleged violation of the terms of this Agreement, the PBA may submit the grievance to arbitration before an arbitrator appointed by the Public Employment Relations Commission. Such a request for arbitration must be submitted within five (5) days of the date upon which the grievance appeal is denied by the Employer. Grievances concerning policies or management decisions affecting employees may not be submitted to arbitration.

3. The designated arbitrator shall be bound by the provisions of this Agreement and applicable laws of the State of New Jersey and the United States. The arbitrator shall be restricted to the question of the contract interpretation presented. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or amendment or supplement thereto. In rendering his written decision, the arbitrator shall indicate in detail his findings of fact and reasons for the making the award. The decision and award of the arbitrator shall be final and binding upon the parties, and upon the grieving employees. The costs of the services of the arbitrator shall be borne equally between the parties. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same. Each arbitration shall be limited to one grievance unless otherwise agreed in writing by the parties. Only the Employer or the PBA may submit a grievance to arbitration under this Article.

4. Employer Grievances. Any grievance with the Employer may have

against the PBA shall be reduced to writing and submitted to the PBA. Representatives of the PBA and Employer shall meet within fourteen (14) days from the date the grievance is submitted unless the PBA and Employer agree to conduct the meeting at a later date. If the grievance is not resolved, the Employer may submit the dispute to arbitration as provided in this Article.

5. The failure of a grieving employee or the PBA to file a grievance, to appeal a grievance, or to demand arbitration within the time periods contained in this Article shall constitute an absolute waiver of the grievance and shall deprive the arbitrator of jurisdiction to hear the grievance. The failure of the Employer to answer a grievance shall be deemed a denial of the grievance on all applicable grounds.

6. The parties hereby agree that any judicial action to compel compliance with the arbitration clause of this contract, to confirm or enforce any arbitration award entered pursuant to this contract, or to vacate or modify any arbitration award entered pursuant to this contract, shall be processed in accordance with the New Jersey Arbitration Act, N.J.S.A. 2A:24-1 et seq.

7. Employees shall perform all duties as instructed even though they may feel aggrieved. During the pendency of any grievance, the Employees affected by the grievance shall continue to comply with all work directives and work rules applicable to them notwithstanding that any such work directives or work rules are the subject of the pending grievances, except where compliance would pose a direct threat to the life and safety of the Employees.

8. It is understood and agreed that a decision of the PBA not to exercise its Right to request arbitration shall be final and binding upon all Employees, and it is Further understood and agreed that the PBA and its designated representatives have the authority to settle any grievance at any step.

9. Disputes involving the discipline or discharge of employees shall not be subject to the grievance and arbitration procedures contained in this Article.

10. Any time lost by a grievant in the arbitration procedure shall not be compensated by the Employer.

ARTICLE 22

MATERNITY/PATERNITY LEAVE

A. Female Police Officers shall advise the Employer of a pregnancy. The rights of a female Police Officer shall include but not be limited to the following provisions:

- 1. The female Police Officer shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. The doctor shall be a physician of the female Police Officer's own choosing.**
- 2. In addition to the other provisions of this Article, the female Police Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.**
- 3. Upon return from maternity leave the Officer shall be returned to work without loss of seniority or benefits and shall be returned to the same position as worked prior to utilizing leave.**
- 4. The female Police Officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes.**
- 5. Upon return to active duty status, the female Police Officer shall be placed in the same position which she held before departing for maternity status.**

B. Both male and female Police Officers shall be permitted such time and Such terms and conditions as are provided under the Federal Family Leave Act and The New Jersey Temporary Disability Benefits Law.

ARTICLE 23

PERSONNEL FILES

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

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

Whenever a written complaint concerning an office of his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

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

ARTICLE 24

TERM AND RENEWAL

This Agreement shall have a term from January 1, 2012 through December 31, 2015. If the parties have not executed a successor agreement by December 31, 2015, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have authorized and caused this Agreement to be signed by their respective officers or agents on this 21st day of February 2012.

ATTEST:

BOROUGH OF BAY HEAD

Patricia M. Applegate, RMC
Municipal Clerk

William W. Curtis
Mayor

ATTEST:

BAY HEAD POLICE DEPARTMENT

Todd D. LaRue
Secretary

William A. Hoffman
President