

*Contract no 666*

## *Borough of Ocean Gate*

*151 East Longport Avenue  
Ocean Gate, New Jersey 08740*

MARGARET S. BOICE  
BOROUGH CLERK  
(201) 289-3466

April 20, 1992

Public Sector Librarian  
IMLR Library-Rutgers University  
Ryders Lane & Clifton Avenue  
New Brunswick, New Jersey 08903

Attention: Mr. James W. Mastiani, Chairman

Dear Mr. Mastriani:

Per your recent letter, please find enclosed copy of recent PBA Contract. This is the only contract between the Borough of Ocean Gate and its employees.

Very truly yours,



Margaret S. Boice  
Borough Clerk

MSB:dmc

Enclosure - 1

Contract 10-001

POLICE CONTRACT

THIS AGREEMENT, made and entered into this 1st day of January, 1992, under the respective signatures of the parties hereto by and

**BETWEEN:** BOROUGH OF OCEAN GATE, a Municipal Corporation of the County of Ocean and State of New Jersey, hereinafter referred to as the "Borough";

**AND:** NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 171, hereinafter referred to as the "PBA"

W I T N E S S E T H

WHEREAS, the parties have engaged in negotiations directed to the signing of a contract which is fair and equitable to both parties; and

WHEREAS, the parties have agreed to go to binding arbitration;

NOW, THEREFORE, in consideration of the covenants, agreements and paragraphs set forth hereunder, the Borough and the PBA do hereby agree to the following Articles and Paragraphs:

LIBRARY  
INSTITUTE OF MANAGEMENT  
IS

RUTGERS UNIVERSITY

ARTICLE I - RECOGNITION

A. The Borough hereby recognizes the PBA as the exclusive majority representative for any sworn full-time Police Officer in the Borough of Ocean Gate within the meaning of the New Jersey Employer-Employee Relation Act, N.J.S.A. 34:13A-1, et seq., excluding seasonal boardwalk patrol and any temporary hourly-rate Police Officer.

B. The terms of "Patrolman", "Police Officer", "Member", and/or "Employee", as used herein shall be defined to include the plural, as well as the singular and include males and females.

## ARTICLE II - GRIEVANCE PROCEDURE

### A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of police officers.

### B. DEFINITION

The term "Grievance" as used herein means any dispute or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by the PBA on behalf of any individual employee or group of employees, or the Employer.

### C. STEPS OF GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

#### Step One:

(a) The PBA, on behalf of an aggrieved employee or employees, or the Borough, shall institute action under the provision hereof within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the

PBA and the Chief of Police, for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

Step Two:

(a) In the event the grievance has not been resolved in or at Step One, the PBA shall, in writing and signed, file the grievance with the Employer's Police Committee within three (3) calendar days following the determination at Step One.

Step Three:

(a) In the event the grievance has not been resolved in or at Step Three, the matter may be referred to arbitration as hereinafter provided.

(b) In the event that the Employee desires to submit a grievance to arbitration, the following procedure shall be followed.

(1) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) calendar days following receipt of the Mayor and Council's determination.

(2) The party demanding arbitration shall request the N.J. Public Employee Relations Commission (PERC) to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the N.J. Public Employee Relations Commission.

(3) The costs of the services of the arbitrator shall be borne equally by the Employer and the Association.

(4) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

(5) The decision of the arbitrator shall be final and binding upon the Employer and the Association.

D. A failure to respond at any Step in this procedure by the Employer or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievance may proceed to the next step.

ARTICLE III - HOURS OF WORK AND OVERTIME

A. HOURS/OVERTIME

1. The parties agree that the Standard Weekly work schedule for employees covered by this Agreement shall consist of forty (40) hours of work within said standard work week. The normal yearly work schedule shall consist of two thousand eighty (2,080) hours per year.

2. The employer agrees that overtime consisting of time and one half (1 1/2) time shall be paid to all employees covered by this Agreement for hours worked in excess of the normal work day.

3. In the event that an employee becomes entitled to overtime pay, said employee may, at his/her option, forego the overtime pay and convert the overtime to compensatory time, equal to the overtime. Compensatory time may be taken by an employee with one (1) year from the date it was accrued.

4. Any time an employee is called in other than his normal work shift for overtime work, he/she shall receive a minimum of four hours pay for any such call in.

5. Whenever it is necessary for additional hours to be worked by any police officer within the Borough of Ocean Gate, said time, which shall be overtime, shall be offered first to the regular full time employees, according

to seniority, as covered by this Agreement, who shall have the right of first refusal with regard to said time to be worked.



ARTICLE IV - VACATION LEAVE

A. Every full time member of the Police Department shall be entitled to an annual vacation period with pay in accordance with the provisions of this Agreement hereinafter stated.

1. The vacation period shall be from the Anniversary date of hire.

2. Except as herein expressly provided to the contrary, the following constitutes the vacation privileges of the full time members of the Police Department:

After 6 months completed	One (1) working day per month.
1 year completed	Twelve (12) working days
3 years completed	Fifteen (15) working days
6 years completed	Seventeen (17) working days
10 years completed	Twenty (20) working days

3. The Employer agrees that an employee on sick leave due to line of duty injury shall not be put on the vacation roster if such Employee's sick leave and

vacation period coincide, and this vacation shall be granted at a later date within the calendar year same has been earned.

4. In the event Employee fails to utilize the number of days of vacation he is entitled to as set forth herein, same shall accumulate to the following year. Vacation leave shall be accumulative throughout the term of employment of Employee, not to exceed two annual vacations. In the event Employee leaves, he/she shall be entitled to pay in full for any vacation leave so accumulated.

5. Seniority shall govern as to preference for vacation time and applications for vacation shall comply with existing police department written procedure.

ARTICLE V - HOLIDAY PAY

A. Each full time employee shall be entitled to fifteen (15) paid holidays per annum. Holiday pay shall be paid annually on or before the fifteenth of December for the following holidays:

- (1) NEW YEARS DAY
- (2) MARTIN LUTHER KING DAY
- (3) LINCOLN'S BIRTHDAY
- (4) WASHINGTON'S BIRTHDAY
- (5) GOOD FRIDAY
- (6) EASTER
- (7) MEMORIAL DAY
- (8) INDEPENDENCE DAY
- (9) LABOR DAY
- (10) COLUMBUS DAY
- (11) VETERAN'S DAY
- (12) THANKSGIVING DAY
- (13) FRIDAY AFTER THANKSGIVING
- (14) CHRISTMAS EVE DAY
- (15) CHRISTMAS DAY

B. Employees whose employment terminates during the calendar year shall be paid only for those holidays which have fallen prior to their date of termination.

C. In the event that an employee works on a designated holiday he or she shall be entitled to receive credit for working on the holiday regardless of the day of the week on which the holiday falls.

D. If an employee is required to work on any holiday as set forth in the Article above, he/she shall receive his/her regular pay, plus overtime pay for any time worked on said holiday.

E. All Employees shall be entitled to time and one-half pay on family holidays, defined as Thanksgiving and Christmas and if an Employee is scheduled to work on a family holiday, he/she shall receive the normal time and one half pay plus an additional day off as compensation therefor.

ARTICLE VI - SICK LEAVE

A. Sick leave shall mean paid leave that will be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him/her to perform the duties of his position, or who is quarantined by a physician because he/she has been exposed to a contagious disease.

B. Each member of the Department is entitled to fifteen (15) days of sick leave pay each year.

C. Any unused sick leave shall be accumulative from year to year for employee.

D. In the event any Employee having a minimum of five (5) years employment in the Department terminates his/her employment under honorable conditions for any reason with the Borough, including retirement, he/she shall be entitled to payment in full for any and all unused sick leave at the regular rate of pay at the time of termination up to a maximum of thirty (30) days unused sick leave.

ARTICLE VII - CLOTHING ALLOWANCE

A. The Borough shall provide an annual cash clothing maintenance allowance to each uniformed employee of three hundred fifty dollars (\$350.00) cash, to be paid to each Employee on January 1 of each year.

B. The Borough shall provide each Employee with an appropriate number of uniforms; leather wear, jackets and necessary equipment, i.e., flashlight, nightstick, to each employee.

C. In the event that an employee's uniform, clothing, accessories or equipment is damaged or destroyed in the line of duty, the Employer shall replace the item. Also, if the uniform wears out the Employer shall replace same.

ARTICLE VIII - MILITARY LEAVE

A. Military leave shall be granted in accordance with the provisions of all applicable laws.

ARTICLE IX - RETENTION OF BENEFITS

A. Except as modified by this Agreement, all rights, privileges or benefits which were applicable to employees prior to the execution of this Agreement, shall remain in full force and effect during the term of this Agreement.



ARTICLE X - DEATH IN FAMILY LEAVE

A. Employees shall be granted emergency leave without loss of pay or vacation time, for a death in the immediate family. Upon notification to the Chief of Police of the demise of any such member of the immediate family, a period of up to three (3) working days off will be granted. The term, "immediate family" is defined as "spouse, children, parents, brother, sister, step-child, step-mother, step-father, mother-in-law, father-in-law, grandparents and grandchildren".

B. In the event that a funeral is held out-of-state for a member of the immediate family, an employee has the right to make a request of the Department Head and one member of the Police Committee for up to an additional two (2) days leave which the Department Head and one member of the Police Committee may, in its discretion, grant.

ARTICLE XI - RETIREMENT

A. Employees shall retain all pension rights under the New Jersey law.

ARTICLE XII - PERSONAL DAYS

A. Each employee covered by the within Agreement shall be entitled to three (3) personal days per annum. This shall be used by an employee for any personal purpose which he/she deems necessary.

B. Employee shall give a minimum of 48 hours notice to his immediate supervisor of his intention to utilize a personal day as set forth herein.

C. Personal days will not be cumulative from year to year.

ARTICLE XIII - HOSPITALIZATION

A. The Borough shall continue to provide all employees covered by this Agreement with hospitalization coverage consisting of Blue Cross/Blue Shield with Rider J with full family coverage, or its equivalent.

ARTICLE XIV - NON-TERMINATION

A. No employee covered by this Agreement shall be terminated for any reason except for cause set forth in New Jersey Statutes and Case Law in the State of New Jersey and the Police Rules and Regulations of the Borough of Ocean Gate and Borough Ordinances.

B. This Article shall not apply to probationary or temporary hourly-rate employees.

ARTICLE XV - LEAVE OF ABSENCE

A. The Borough may, consistent with N.J.S.A. 40:14-137, provide for the granting of leaves of absence with pay not exceeding one year to employees covered by this contract who shall be injured, ill or disabled from any cause while acting in the line of duty upon application to the Chief of Police and confirmation by an examining physician appointed by the Borough of such injury, illness or disability.

ARTICLE XVI - ACTIONS AGAINST EMPLOYEE

A. Except in disciplinary cases, whenever any action is brought against an employee covered by this Agreement for any act or omission arising out of or incidental to the performance of his or her duties, the Borough shall defray all cost of defending such action by virtue of and through any and all insurance policies providing insurance coverage therefor. In addition to normal negligence insurance coverage, the Borough shall continue to provide coverage for punitive and exemplary damages. To the maximum extent possible, and if approved by the insurance carrier, the Employee shall have the right to request counsel of his own choice. In the case of actions brought against any Employee which are not covered by existing insurance policies, the Employee shall make application to the Governing Body for the Borough to assume all costs of defending any such action and for appointment of the attorney selected by the Employee to defend any such action, whereupon the Governing Body shall consider such request and approval thereof shall not be unreasonably withheld.

ARTICLE XVII - SALARIES

The following salary schedule shall be effective for the period commencing January 1, 1992 through December 31, 1994.

A. The contract period for which all of the provisions of the within contract apply shall be from January 1, 1992 through December 31, 1994.

B. The salary schedule, which shall be retroactive from January 1, 1992, shall be as follows: From January 1, 1992 through December 31, 1992:

1st Step: NO ACADEMY TRAINING	\$17,494.58
2nd Step: ACADEMY TRAINED	\$21,957.27
3rd Step: SECOND YEAR	\$24,399.10
4th Step: THIRD YEAR	\$25,863.05
SERGEANT:	\$26,469.84

C. From January 1, 1993 through December 31, 1993, the police officers shall be paid in accordance with the following

1st Step: NO ACADEMY TRAINING	\$18,544.25
2nd Step: ACADEMY TRAINED	\$23,274.71
3rd Step: SECOND YEAR	\$25,863.05



4th Step: THIRD YEAR	\$27,414.83
SERGEANT:	\$28,058.03

D. From January 1, 1994 through December 31, 1994, the police officers shall be paid in accordance with the following:

1st Step: NO ACADEMY TRAINING	\$19,610.54
2nd Step: ACADEMY TRAINED	\$24,613.01
3rd Step SECOND YEAR	\$27,350.18
4th Step: THIRD YEAR	\$28,991.18
SERGEANT:	\$29,671.37

E. Employees shall be paid retroactively from January 1, 1992 up until the date of the execution of this contract.

ARTICLE XVIII - DURATION

A. This Agreement shall be in full force and effect as of January 1, 1992 and shall remain in full force and effect until a new Agreement is entered into between the parties.

ARTICLE XIX - CONTRACT EXECUTION

WHEREAS, the parties have hereunto set their hands and seals the day, month and year written below their respective signatures:

BOROUGH OF OCEAN GATE

Witness:

Margaret S. Boice  
MARGARET S. BOICE, CLERK

BY Walter H. Alonzo  
WALTER H. ALONZO, MAYOR

Dated: April 15, 1992

PBA LOCAL NO. 171

WITNESS:

Sgt Carol Juliano

BY Kevin G. Ellis  
PBA REPRESENTATIVE

Dated: 4-15-92