

COLLECTIVE BARGAINING AGREEMENT

Between

The Borough of Tuckerton
Ocean County, New Jersey

AND

The Policeman's Benevolent Association of New Jersey
Local 295

April 1, 1994 through December 31, 1996

ARTICLE I

ASSOCIATION RECOGNITION

- A. The Borough hereby recognizes Local P.B.A. 295 as the sole and exclusive representative of all sworn police officers from the rank of sergeants and below for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions. The collective negotiations unit shall exclude all other employees.
- B. The title "Police Officer" shall be defined to include all uniformed members assigned to the plain clothes unit, but shall not include Superior Officers, clerical employees, police dispatchers, special police and matrons.
- C. The word "member" or "employee" mentioned throughout the remainder of this Agreement shall mean P.B.A. members of the Tuckerton Borough Police Department covered by the Agreement.

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ARTICLE II

LEGAL REFERENCE

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

ARTICLE III

ASSOCIATION REPRESENTATIVE AND MEMBERS

- A. The Borough agrees to grant the necessary time off without discrimination to no more than three members designated by Title 40A to attend Annual, State and National conventions provided sixty day written notice has been given to the Chief of Police and no more than two members to serve in any capacity on other official P.B.A. business provided seventy two (72) hour written notice is given to the Chief of Police by the P.B.A. president or designee.
- B. During negotiations, the Association representatives so authorized by the Association, not exceed two (2) members of the Police Department, shall be excused from normal duties for such period of negotiations as are required and necessary.
- C. A bulletin board will be provided by the Department in an area frequently used by members of the P.B.A. The bulletin board is for the exclusive use of the P.B.A. for the posting of official notices.
- D. Members of the Department when on duty shall be allowed to attend any P.B.A. meeting of the Department, when such meetings are called by the representative, subject to the Chief's approval.
- E. An individual designated by the P.B.A. as Grievance Chairperson shall be permitted time off with no loss in pay when such time is necessary to process a grievance during his tour of duty. Under no circumstances shall such activity result in the earning of compensatory time or overtime. All such time must be approved by the Chief in advance.

ARTICLE IV

LEAVE OF ABSENCE

Leaves of absence may be granted by the Mayor and Borough Council upon such terms and conditions as shall be approved by the Chief of Police, or as described in Article VI section D.

This Article shall not be construed so as to grant additional days off with pay beyond the paid days off specified in the other Articles of this Agreement.

ARTICLE V

HOLIDAYS

- A. The following days shall constitute paid holidays:

New Years Day	Labor Day
Columbus Day	President's Day
Election Day	Thanksgiving Day
Martin Luther King's Birthday	Christmas Day
Veteran's Day	Easter Sunday
Memorial Day	Fourth of July
Good Friday	

- B. When a member works on a day designated as a paid holiday, he will receive one and one-half (1-1/2) times his rate of pay in addition to the paid holiday, for a total of 23 hours on a Ten hour schedule. If a member does not work the paid holiday, he shall receive 8 hours straight time pay for the said holiday.
- C. If a member is required to work more than his 80 hour pay period, he shall be entitled to overtime at the rate of two (2) time his regular pay if overtime is worked on any of above mentioned holidays.
- D. If a member is called in for overtime on a designated holiday, he will receive (2) times his rate of pay in addition to the paid holiday. Call in on such shall be for a minimum of four (4) hours.
- E. Each employee who works on Christmas Day shall receive an extra fifty dollars (\$50.00) bonus.

ARTICLE VI

TEMPORARY PAID LEAVE OF ABSENCE

- A. Members shall be granted time off for the following request:
1. For the death in the immediate family, from the date of death to one (1) day following the funeral, with a maximum of five (5) days. This time is not to be deducted from the officers pay or time owed.
 2. In the event a close relative of an employee (as described in Section 4 of this Article) who is residing in the home of the employee is hospitalized or confined to bed due to an extreme serious illness or injury, the employee shall be permitted to take a leave of absence for up to three (3) days for the purpose of attending to that close relative. At the discretion of the Chief of Police, a leave of this nature may be granted for other appropriate reasons of similar nature. Additionally, the Chief of Police may approve a leave of absence of longer than three (3) days on a case-by-case basis, as described in Section 4, which time will be deducted from the officers time, by either comp, vacation or sick days.
 3. A leave for a period of up to three (3) days shall be granted to a member for the purpose of attendance upon a wife who has just given birth. This time will be deducted from the officers owed time, by either comp, vacation or sick days.
 4. For the purpose of a leave of absence for death in the immediate family, the term "immediate family" shall be defined to consist of: spouse, child, step-child, mother, father, brother, sister, step-mother, step-father, mother-in-law, father-in-law.
 5. A one day leave of absence for death of the following shall be granted: grandfather, grandmother, grandchildren, aunt and uncle.
 6. Any time off granted to a member under this Article shall not be deducted from any other time or benefits owed to the police officer unless stated otherwise.

7. An officer using time off for bereavement leave shall not be employed elsewhere for any reason during such leave.
- B. In addition to the above, each member shall be entitled to four (4) days personal leave per annum, non cumulative. No reason need be given other than said days are being taken under this section. Except in cases of emergency, the employee shall give three (3) days advance notice of his intent to take said personal days.
- C. Members who are in the military service shall be entitled to leave with pay in accordance with state law. Any other leave for reserve duty or training shall be granted at the discretion of the Mayor and Borough Council, with or without pay. All requests for leave must be made as soon as possible, or within seventy-two (72) hours after such receipt of orders.
- D. The Mayor and Borough Council may grant a leave of absence for any employee for a good reason. A leave of absence can be taken in three (3) month intervals with written application, but not to exceed one (1) year. This is an unpaid leave.

ARTICLE VII

VACATIONS

A. Eligibility

1. Vacation allowances shall be earned on the basis of one-twelfth (1/12) of the annual vacation for each month worked.

2.

Eligibility

In 1st full year employment	40 hours
In 2 to 5th year employment	80 hours
6th to 8th years employment	120 hours
9th to 15th years employment	160 hours
16th and above years employment	200 hours

B. Choice of vacation time.

1. Fifteen (15) day notice shall be given for vacation time request if six (6) days or more are requested. A notice of one (1) week (seven (7) days) shall be given for a vacation request for five (5) days. Under appropriate circumstances, the required notice periods can be answered by the Chief within five (5) working days. Vacation times are to start January 1 to December 31 of any given year. Employees shall have the right to make adjustments to their vacation period in the event of employer-ordered schedule changes. All vacation time is scheduled subject to the needs of the Department. Employees may not take earned vacation until they have been employed for at least six (6) months, unless they have the express approval of the Chief of Police.

- C. In the event of layoff or separation: If there is any employee who is laid off, retired or separated from the service of the employer other than for cause, that member shall be compensated at their current rate of pay for the unused vacation time.
- D. Employees shall not be recalled from their vacation except in the case of emergency, as determined by the Chief of Police. Employees recalled from vacation shall be paid at the rate of time and one-half for all hours worked (which shall be a minimum of ten (10) hours) plus either pay for the vacation day or a rescheduled vacation day at the discretion of the employee.
- E. With the mutual consent of employer and employee, the employee shall be entitled to be reimbursed for unused vacation time at a straight rate of pay. The maximum shall be One Hundred Twenty (120) hour's vacation time.
- F. Vacation time accrued during a calendar year must be taken by December 31 of the following year or the accumulated time will be forfeited.

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ARTICLE VIII

SICK LEAVE

- A. Definition. A sick day is defined as a day that the employee is mentally or physically unable to perform his or her duties.
- B. Illness and Disability. Any eligible employee who is unable to perform the duties of employment as a result of any non-occupational illness or disability shall be entitled to the following sick leave benefits:
1. Initial year of employment, 8 hours per month of employment with a maximum of 96 hours.
 2. After the initial year of employment, 112 hours per year. It is understood that any employee who leaves the employ of the Borough for any reason without having earned sick leave taken on a monthly basis, shall have the unearned amount deducted from his final pay.
 3. Any eligible employee who does not utilize his 112 hours annual sick leave may accumulate such unused time to a maximum of 720 hours. All sick time accumulated above the 720 hours shall be bought back by the Borough and paid on the first pay period in the month of December.
 4. Any employee who does not notify his immediate supervisor by telephone or personal message of his non-occupational illness or disability one (1) hour before the beginning of his shift shall not be entitled to sick leave benefits, except in the case of emergency, for such day and shall be considered absent without cause.
 5. After three (3) consecutive days of sick leave, a physician's certificate may be required by the Chief of Police to indicate that the employee is capable of returning to work.
- C. Upon retirement or layoff, the patrolman shall be entitled to compensation in an amount equal to one-half (1/2) of the accumulated sick days' pay, not to exceed ninety (90) days.
- D. If an employee dies while covered by this Agreement, his estate shall be paid.

ARTICLE IX

COURT TIME

- A. If a member is required to appear in court or any other agency in the performance of his duties as a police officer, such officer shall be paid at the regular rate while appearing during his regular shift hours. At other times, he shall be paid in accordance with the overtime provisions of Article X.

- B. Employees shall not be eligible for any pay under this Article if the employee or the P.B.A. is a plaintiff against the Borough.

ARTICLE X

WORK WEEK, OVERTIME

- A. If a member is required to work more than his 80 hour pay period, he shall be entitled to overtime at the rate of one and one-half (1-1/2) times his regular pay.
- B. If a member is recalled to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at one and one-half (1-1/2) times his rate of pay.
- C. If a member is recalled to duty he shall receive a minimum of four (4) hours at one and one-half (1-1/2) times his rate of pay.
- D. Overtime opportunities shall be distributed among members equally on a rotating basis according to seniority, when possible. The officers offered overtime opportunities during the prior month shall be posted, including officers who refused overtime opportunities during that period.
- E. No officer shall be required to report for duty more than ten (10) minutes before the start of his shift.
- F. Each officer shall be entitled to a thirty (30) minute lunch, dinner or breakfast period during each ten (10) hour shift (except when working a holiday listed in Article V, this period shall be one (1) hour, and two (2) fifteen minute rest periods during each ten (10) hour shift, except in cases of emergency. Each officer who is required to work four (4) hour overtime period (actually worked) shall be entitled to a twenty (20) minute meal break and a fifteen (15) minute break period during the overtime period, which can be combined at the discretion of the officer, subject to manpower needs.
- G. In lieu of cash payment, an employee may choose to take accrued overtime in the form of compensatory time off. Such compensatory time shall also be computed at the rate of time and one-half. compensatory time off shall be scheduled at mutually agreed, subject to the manpower needs of the Department.
- H. Officers shall be paid five dollars (\$5.00) per day for each day of any on-call type subpoena which occurs when an officer

is working anything other than a day shift.

- I. All overtime payments will be paid within the worked period.
All overtime must approved for payment by the Chief.

- J. There shall be fair and equitable distribution of the scheduling of days off and of holidays in order that the same shall rotate equally among employees.
- K. The work year shall be from January 1 to December 31 of each year.
- L. In the event that the Borough determines it must change the current work schedule for Governmental policy, the Borough will provide thirty (30) days advance notice to the P.B.A. in writing. The P.B.A. reserves the right to dispute, in appropriate forum, the Borough's position that the change in hours was for governmental reasons.
- M. For the purpose of determining the work week, the following shall count as regular work days: sick days, vacation days, personal days and compensatory days shall be used in calculating a work week.

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ARTICLE XI

TOURS OF DUTY

- A. Tours of duty shall be on weekly rotating basis, with members working three (3) standard shifts.
- B. The work week schedule outlining the shifts for each officer will be made up for a period of six (6) months in advance. Copies will be given to all members. When the operations of the Department requires, the Chief shall have the right to make changes deemed necessary for the efficient running of the department and for the general welfare of the public.
- C. All members of the Police Department will work on a rotating schedule unless mutually agreed by the P.B.A. and the Chief of Police with the advice and consent of the Mayor and Borough Council.
- D. Shift Differential. A shift differential will be paid by the Borough to all officers working shift work in the amount of \$700.00 per year (for 1994) payable in the first period of November of each year. A separate check will be issued for such payment. Shift differential for 1995 shall be \$800.00. Shift differential for 1996 shall be \$800.00. Officers to be eligible for this benefit must work any shift other than the day shift.

ARTICLE XII

PATROL VEHICLES

- A. The Borough agrees to maintain all vehicles in a safe condition as to guarantee the safety of the operator. The Borough further agrees to maintain all equipment in proper working order, and in compliance with Title 39 of the New Jersey statutes. All police officers shall be responsible for taking good care of the vehicle entrusted to him.
- B. The Borough shall have the patrol vehicles washed and cleaned on a periodic basis so as to have them in good presentable condition.
- C. Any vehicle thought to be unsafe by the Police officer is to be inspected and test driven by his immediate supervisor and/or vehicle maintenance officer, or the Chief of Police, to get an agreement as to the problems with the vehicle. Should they not be able to come to an agreement, the vehicle is then taken to an authorized dealer for a final judgement.
- D. The Borough shall provide an approved glass partition to separate the driver and the passenger in all new patrol vehicles.
- E. No member will be sent home or have their schedule changed because of a shortage, or lack of, acceptable patrol vehicles.
- F. All vehicles used by employees covered by the Agreement shall be supplied with snow tires, when weather conditions so require. An operating air conditioner shall be provided in all vehicles as standard equipment.

ARTICLE XIII

CLOTHING ALLOWANCE

- A. The parties agree that it is in the best interest of all parties that each officer present a proper image to the general public.
- B. The Borough shall provide for the cleaning and repairs of the clothing worn in the line of duty.
- C. All other items, not specifically mentioned above, that the Borough currently furnishes to officers will continue to be supplied by the Borough (ie. holsters, vests, weapons and etc.)
- D. The Borough will make payment for the uniform purchased upon submission of an appropriate voucher as proof of purchase, for the replacement of uniforms and equipment needed for duty, up to a maximum of 625. per year.
- E. Uniforms and personal effects damaged in the line of duty shall be replaced by the Borough after an inspection and certification.
- F. A bulletproof vest of recognized quality will be provided to all members and replaced according to the manufacturers warranties and recommendations. Members assigned to the detective division will also be provided a raid jacket with such bulletproof material incorporated in that jacket.

ARTICLE XIV

SALARIES

A. The annual base salaries to be paid members of the Police Department covered by this Agreement during the term thereof shall be as follows:

1. Salaries	<u>1994</u>	<u>1995</u>	<u>1996</u>
1st Year			
Police Officer	\$22,933.00	\$22,933.00	\$24,308.98
2nd Year			
Police Officer	\$27,831.36	\$29,222.93	\$30,976.31
3rd Year			
Police Officer	\$29,778.58	\$31,267.51	\$33,143.56
4th Year			
Police Officer	\$30,676.40 ¹	\$32,210.22	\$34,142.83
5th Year			
Police Officer	\$32,074.54	\$33,678.27	\$35,698.97
Sergeant	\$33,678.27	\$35,362.18	\$37,483.92

B. Longevity payments will be made each year to the employees covered by this Contract in accordance with schedule outline below:

1. Longevity payments shall commence with the completion of the employee's fifth year of service.
2. Longevity will be considered as part of the base salary for payroll purposes and paid on biweekly basis, with the regular pay.
3. The longevity rate is as follows:

5 years thru 14 years of service	1%	of base salary
15 years thru 19 years	-	2% of base salary
20 years and over	-	3% of base salary

C. COLLEGE CREDITS

1. The Borough agrees to pay \$5.00 per college year to all officers with college credits earned to a police related degree. The payment for such college credits shall be paid to the officer in December of each year upon submission of proof of each police related college credits being claimed.

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ARTICLE XV

INSURANCE, HEALTH & WELFARE

- A. The Borough will provide at no cost to the employee and employees family members the following coverage:
1. A Hospital, Surgical and Major Medical Plan as currently provided or its equivalent.
 2. The Borough will provide an agreed upon Dental plan to its covered employees. The rate of payment of the plan will be as follows:
 - a. The Borough will pay seventy percent (70%) of the owed premium to the approved dental provider.
 - b. The employee will pay the additional thirty (30%) owed to the approved dental provider through a payroll deduction. This thirty per cent will be deducted biweekly from the employees pay period. Payments will be distributed throughout the 12 month period in an equal payment per pay period.
- B. The Borough will provide legal advice and counsel to each member, as required by state law.
- C. If an officer should die in the line of duty during the term of this Agreement, the Borough shall continue to pay all medical benefits in Paragraph A above, for a period of twelve (12) months from date of death to the officers family.

ARTICLE XVI

GRIEVANCE PROCEDURE

- A. A grievance shall be a complaint arising out of interpretation, application, or violation of policies, agreements, and administration of this Agreement.
- B. No grievance can be instituted by an officer or the Association after thirty (30) days beyond the occurrence of the issue being grieved.
- C. If at any Step within the grievance procedure hereafter outlined, Management's decision is not appealed within the appropriated time, such grievance shall be considered closed, and there shall be no further appeal or review.
- D. Grievance Steps:

Step 1

The President of the Association of his duly designated representative shall present in writing the grievance to the Shift Supervisor of the aggrieved police officer with the mutual consent of both parties, discussion may ensue. The Supervisor of his duly designated representative shall answer the grievance in writing within five (5) days after the receipt of the grievance. The President of the P.B.A. shall have the right to institute appropriate grievances at Step 2 of the grievance procedure.

Step 2

If the grievance is not resolved at Step 1, or if no answer has been received by the Association within (5) days, the Association shall present in writing the grievance to the Chief of Police within three (3) days of Step 1 answer. With mutual consent, discussion may ensue. The Supervisor or his duly designated representative shall answer the grievance in writing within five (5) days after receipt of the grievance.

Step 3

If the grievance has not been resolved at Step 2 or no answer has been received by the Association within the time set forth in Step 2, the Association shall present in writing the grievance to the Mayor and Council within three (3) days of Step 2 answer. With the mutual consent of both parties, discussion may ensue. The duly designated representative of the Mayor and Council shall answer the grievance in writing within twenty-one (21) days after the receipt of the grievance.

Step 4

If the grievance is not resolved at Step 3 or if no answer has been received by the Association within the time set forth in Step 3, the Association may present the grievance to binding arbitration within thirty (30) days.

- (a) Binding arbitration shall be invoked by filing a request for a panel of arbitrators with the Public Employment Relations Commission (PERC).
- (b) The cost of the service of the arbitrator shall be borne equally by the Borough and the Association. All other costs are to be borne by the party incurring same.
- (c) The parties direct the arbitrator to decide, as a preliminary question, whether she/he has jurisdiction to hear and decide the matter in dispute.
- (d) The arbitrator shall not be permitted to hear or decide more than one (1) grievance at a time.
- (e) The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of the agreement or any amendment or supplement thereto.
- (f) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
- (g) The decision of the arbitrator shall be final and binding upon the parties.

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ARTICLE XVIII

GENERAL PROVISIONS

A. School

1. The member shall be paid at straight time for attendance at a police related school when assigned by the Police Department. The tour of duty (i.e., shifts 1,2,3) may be adjusted by the Chief or his/her representative unless 40 hours already worked within period then Article X will take effect.
2. The Borough shall reimburse all members while attending a police related school or court for using his/her own vehicle at the rate of twenty (20) cents per mile plus tolls.
3. When the Chief receives notice of availability of police-related schools, she/he shall post a notice advising all members of the availability for said schools and seminars. The approval of these schools and seminars would necessarily have to be of benefit to the Borough and notice of availability posted within five (5) days of receipt on a board designed for such use.
4. Employees may waive at their discretion Article 2 of this section.

B. Each member shall have access to his/her personnel file at reasonable times under the supervision of the Chief of Police or Superior Officer. Employees shall receive a copy of all evaluations, letters, etc. which are to be placed in their file. An employee who receives a written reprimand shall have that document removed from his/her personnel file following a period of eighteen (18) months from the date of the reprimand, provided that no infraction of a similar nature has occurred within the eighteen (18) month period.

C. Each member shall receive a copy of this Agreement.

D. A delegation from the Department consisting of at least two (2) officers may attend funerals of police officers who are slain in the performance of their duties within the State of New Jersey. All expenses of the vehicle will be paid for by the Borough and, when possible, the vehicle will be marked a one.

- E. Only qualified members of the Police Department will be permitted to carry a gun. Qualification will be made by certified range instructor at least two (2) times per year.
- F. Nothing in this Agreement shall be construed to deny to the members any rights which were obtained prior to the date hereof and which may not have been included into the terms thereof.
- G. All members shall be made aware, in writing, within a five (5) day period of any reports, accusations, or charges concerning him/her, except criminal. A member brought up on charges shall have the right to remain silent until she/he consults with the P.B.A. or his/her attorney, and shall be informed of this right before questioning on any investigation involving that matter.
- I. All requests by members for time off shall be returned promptly after receipt of such request by the Chief of Police.
- J. Part-time employees who work less than an average of twenty (20) hours per week shall not be entitled to any economic benefits in this Agreement.
- K. At the discretion of the Chief, each member may be granted up to two (2) days with pay per year to attend seminars, conferences, meetings, etc., on matters relating to police work. Such leave must be approved in advance by the Chief.

ARTICLE XIX

PATROLMEN'S RIGHTS

- A. No patrolman shall be disciplined, reduced in rank, or denied any professional advantage without just cause. In all cases, any action taken or recommended by either the Chief of Police or any agent of the Borough shall not be made public and in all cases subject to the grievance procedure.
- B. Any action concerning discipline shall be subject to the progressive discipline policy. progressive discipline being defined as:
 - 1. Reprimand
 - 2. Written Reprimand
 - 3. Suspended with pay pending formal charges
 - 4. Suspended without pay
 - 5. Dismissal

The imposition of any of the above disciplinary measures shall depend upon the severity of the conduct being addressed and need not necessarily follow the above numerical order.

- C. Anytime an employee is called before council regarding any action that could adversely effect the continuation of employment of that employee, he/she shall be given notice of the meeting and reason for same, and shall have a representative of the association present to advise him at the meeting without cost to the Borough.
- D. In no case shall any employee be evaluated with deficiencies without the opportunity of at least ninety (90) days to correct any or all deficiencies noted on any evaluation.

ARTICLE XX

COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and contains all the benefits the employees are entitled to receive notwithstanding the established past practices in existence prior to this contract, and includes and settles for the term of the Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing and execution of this Agreement.



ARTICLE XXI

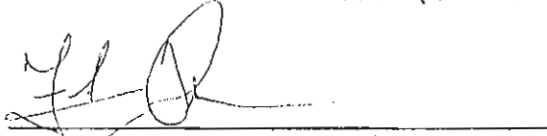
DURATION

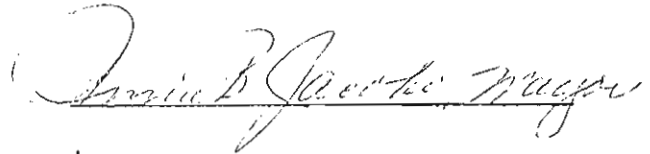
This Agreement shall be effective and remain in full force and effect from April 1, 1994 through December 31, 1996. All benefits will be retroactive from April 1, 1994 with the exception of the Dental Plan.

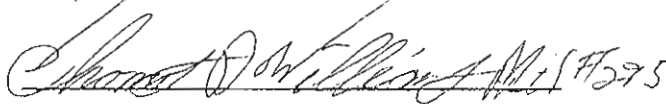
IN WITNESS WHEREOF, the parties have hereto caused these presents to be signed by their proper officials.

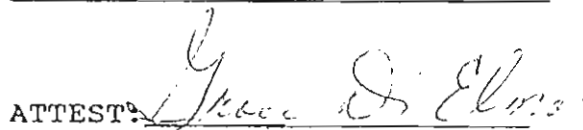
P.B.A. LOCAL NO. 295 (P.B.A.)

BOROUGH OF TUCKERTON







ATTEST: 

Dated: 