

AGREEMENT

Agreement made and entered into this 7th day of May, 2003 between the Borough of National Park, municipal corporation of the State of New Jersey, herein after referred to as the “Borough”, and the full-time members of the National Park Police Department, herein after referred to as the “Association”.

Whereas, the Borough of National Park is required by law to negotiate with its employees as to the terms and conditions of employment and grievances and the parties hereto through negotiations and good faith, have reached agreement on all such matters and such agreement is hereby reduced to writing as required by law; and

Whereas it is the desire of the parties hereto to alter, amend and modify the present agreement in accordance with the accords reached during current discussions and negotiations between them; and

Now, therefore, in consideration of the mutual covenants herein contained, the Borough and the Association agrees as follows:

ARTICLE I – TERM OF CONTRACT

This agreement shall be in full force and effect from January 1, 2003 to and including December 31, 2005.

ARTICLE II- RECOGNITION

A. The Borough recognizes P.B.A. Local #122 as the exclusive representative, as defined by Chapter 303 of the Public Laws of 1968, for all policemen under contract.

1. The term “policeman” when used in this agreement shall refer to all full-time employees represented by name of the employee organization in the bargaining or negotiating unit as above defined.

2. The term “Borough” as used in this agreement, when appropriate, shall include its officers and agents.

B. The Borough agrees not to negotiate with any organizations other than that designated as the representative pursuant to the New Jersey Employer-Employee Relations Act, for the duration of this agreement.

ARTICLE III-CONDUCT OF ASSOCIATION BUSINESS

A. Representatives of the Association shall be permitted to transact official business on Borough property provided that this shall not interfere with or interrupt normal Borough operations.

B. The Association shall have the use of a bulletin board in the policeman's lounge. Should the administration object to any posted material, the Association agrees, after being informed, that it shall be removed.

ARTICLE IV- POLICEMAN'S RIGHTS

A. Pursuant to chapter 303 of the Public Laws of 1968, the Borough hereby agrees that full-time officers of the Borough shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage, deprive, or coerce any policeman in the enjoyment of any rights conferred by Chapter 303 of the Public Laws of 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States. That it will not discriminate against any policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, P.B.A. Local #122 and its affiliates, collective negotiations with the Borough or his institution of any grievances, complaints or other proceedings under this agreement with respect to any terms or conditions of employment.

B. No policeman shall be prevented from wearing pins or other inconspicuous identification of membership in the Association, P.B.A. Local #122 or its affiliates.

ARTICLE V- BOROUGH COUNCIL'S RIGHTS & RESPONSIBILITIES

A. The Borough Council, on its own behalf and on behalf of the citizens of the Borough of National Park, hereby retain and reserve unto itself, except as specifically limited by this agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and the Constitution of the State of New Jersey and the United States.

B. The exercise of the foregoing waivers, rights, authority, duties and responsibilities of the Borough Council, the adoption of the policies, rules, regulations and practices in furtherance thereof and the use and judgement

and discretion in connection therewith shall be limited only by specific and express terms hereof are in conformity with the constitution and laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict either party to the agreement in exercise of its rights, responsibilities, duties and authority under New Jersey Law, or any other National, State and or County laws or regulations as they pertain to the operation of the Borough.

D. The Borough agrees that all benefits, terms and conditions of employment relating to the status of members of the National Park Police Department not covered by this agreement, shall be maintained at not less than the highest standards in effect in the Borough of National Park at the time of commencement of collective negotiations leading to the execution of this agreement.

ARTICLE VI- SPECIAL LEAVES OF ABSENCE

A. Leaves for personal health:

1. Upon the recommendation of the Chief of Police, the Mayor and Council may permit employees to take leaves, not in excess of six (6) months without pay, for the restoration of health, provided all sick leave and compensatory time has been exhausted as provided herein.
2. A doctor's certificate shall be required prior to the granting of such leaves and the Borough may require the employee to see a doctor of the Borough's choice at the Borough's expense.

ARTICLE VII- INJURED ON DUTY

A. The Borough of National Park agrees to pay any National Park police officer that is a full-time member of the National Park Police Department, full salary for a period of sixty (60) working days, if the officer is injured while in performance of his duties. This would also include any injuries received if the officer is involved in mutual aid to another department. After the sixty (60) working days, the officer shall be paid at the rate as prescribed by the Workmen's Compensation carrier.

B. The Borough of National retains the right to have the injured party treated by a doctor of the Borough's choice.

ARTICLE VII-SALARIES

A. The Borough shall agree to increase the base salary of all full-time members of the National Park Police Department, in an amount as described in section D and E of this Article. Such increases shall be effective on January first of the years 2003, 2004, and 2005.

B. Any full-time employee hired prior to the signing of this agreement, shall receive Class "A" Patrolman's salary within three (3) years of the anniversary date of hire. Any full-time employee hired after the signing of this agreement shall receive Class "A" Patrolman's salary within four (4) years of the anniversary date of hire.

C. Class "A" Patrolman shall be classified as a current employee being paid top salary.

D. The salary steps for officers hired prior to December 31, 2002 shall be as follows:

<u>Years of Service</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
0-1 years	24,751.00	25,742.00	26,772.00
1-2 years	38,290.00	39,822.00	41,415.00
2-3 years	40,588.00	42,212.00	43,901.00
3 and over	43,768.00	45,519.00	47,340.00
Sergeant	46,511.00	48,372.00	50,307.00

E. The salary steps for officers hired after December 31, 2002 shall be as follows:

<u>Years of Service</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
0-1 years	24,751.00	26,742.00	27,772.00
1-2 years	32,751.00	34,742.00	35,772.00
2-3 years	36,751.00	37,742.00	38,772.00
3-4 years	42,751.00	44,742.00	45,772.00
4 and over	43,768.00	45,519.00	47,340.00
Sergeant	46,511.00	48372.00	50,307.00

ARTICLE IX-NONMANDATORY TRAINING

A. The Borough agrees to pay overtime at the rate of 1.5 times the hourly rate for all hours in excess of the regularly scheduled shift. This overtime rate shall apply to firearms qualifications and other certifications/recertifications as may be required by the State of New Jersey if said qualifications, certifications or recertifications are to take place at a time other than the officer's regularly scheduled shift.

B. All officers may, with the approval of the Chairman of Public Safety and the Chief of Police, attend seminars, classes or courses related to the field of Public safety and the Borough will pay up to \$100.00 per year per officer towards seminars, classes or courses and any vehicular mileage charges incurred by the officer to attend such sessions.

C. It is the responsibility of each officer to maintain an appropriate mileage log for reimbursement of said mileage.

ARTICLE X- COURT TIME

A. The Borough agrees to pay all court time at the rate of 1.5 times the hourly rate.

ARTICLE XI- LONGEVITY

A. Commencing as of January 1, 2003 the Borough shall make longevity payment to eligible employees according to the schedule set forth below. Longevity payments shall be made in the next regular paycheck following the employee’s anniversary date of employment with the Borough.

<u>Length of Service</u>	<u>Longevity Payment</u>
<u>3 or more years of service</u>	<u>900.00</u>
<u>6 or more years of service</u>	<u>1,200.00</u>
<u>9 or more years of service</u>	<u>1,500.00</u>
<u>12 or more years of service</u>	<u>1,600.00</u>
<u>15 or more years of service</u>	<u>1,700.00</u>
<u>18 or more years of service</u>	<u>1,800.00</u>
<u>24 or more years of service</u>	<u>2,100.00</u>

ARTICLE XII-HOLIDAYS

A. All members of the National Park Police Department shall receive twelve (12) paid twelve-hour holidays per year, payable in the first week of December of the current year.

ARTICLE XIII- SICK TIME

A. For the years 2003, 2004, and 2005, each member of the Association shall receive (12) sick days per year.

B. Once a member has exceeded sixty (60) days of accumulated sick time, the Borough agrees that, upon the member’s retiring on either regular or disability pension, the member shall be paid for 50% of the accrued sick time, up to a maximum of ten-thousand (10,000) dollars.

C. Payment shall be computed at the rate of pay based upon the base annual compensation due and owing during the last year of his employment prior to the effective date of his retirement.

ARTICLE XIV-UNIFORM CLEANING

A. The Borough agrees to allow each member of the Association a four hundred (400) dollar uniform cleaning allowance, at the cleaner of the Borough's choice.

ARTICLE XV-HEALTH BENEFITS

A. The Borough shall continue to pay for group medical insurance, offering the same or better benefits and coverage's as presently provided for all police officers currently employed by the Borough of National Park and their family members. It is agreed that upon the next annual renewal of the group insurance, the group medical primary doctor visit employee co-pay shall be increased to \$10.00 and the group prescription employee co-pay shall be increased to \$10.00 for generic prescriptions and \$15.00 for non-generic prescriptions.

ARTICLE XVI-VACATION TIME

A. All full-time members of the National Park Police Department shall be entitled to vacation time. Each member shall be entitled to a paid vacation each twelve (12) months during the term of this agreement. Vacation time shall be computed in accordance with the following requirements:

1. After one (1) year, from date of hire, one (1) week to coincide with current shift schedule.
2. From two (2) years to nine (9) years of service, two (2) weeks to coincide with current shift schedule.
3. From ten (10) years to fourteen (14) years of service, three (3) weeks to coincide with current shift schedule.
4. From fifteen (15) years and over, four (4) weeks to coincide with current shift schedule.

B. In the event of an emergency, the patrolman may carry over five (5) days of vacation time, upon a duly documented recommendation of the Chief of Police and approval of the Public Safety Committee.

C. A police officer who holds one year or more of a supervisory status will receive an additional one (1) week of vacation.

D. All "weeks" shall be considered five (5) working days.

ARTICLE XVII-DEATH IN FAMILY

A. For each death in an employee's immediate family, the Chief of Police may grant the employee up to a maximum of four (4) working days off. The granting of time is not automatic, but depends on the circumstances of each case. The days do not have to be taken consecutively.

1. The definition of immediate family: parents, husband/wife, children, brother/sister, parent-in-law and grandparents.
2. There may be cases where someone not on the list has an unusually close “family-type” tie to the employee. If so, the chief of Police may approve granting this allowance.

ARTICLE XVIII-FAMILY ILLNESS

A. The illness in family allowance is intended to cover only those cases where the employee is urgently needed at home. When the Chief of Police believes it necessary, he has the authority to give up to six (6) days off per year to an employee because of sickness in his/her immediate family.

Should the federal act, commonly known as “The Family Leave Act”, be applicable, it shall be considered the standard for all officers in this matter.

1. The definition of immediate family:

Parents, husband/wife, children, brothers, parents-in-law and grandparents.

2. There may be cases where someone not on the list has an unusually close “family-type” tie to an employee. If so, the Chief of Police may approve granting this allowance.

ARTICLE XIX-ABSENCE FOR PERSONAL BUSINESS

A. If the Chief of Police believes that it is justified, he may grant an employee a maximum of three (3) days off a year, with pay, for personal reasons. No more than three (3) days in a row may be given for personal time.

ARTICLE XX-GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise. The parties agree that this procedure will be kept as informal as may be appropriate. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the supervisory staff of the police department.

B. Definition:

1. The term grievance as used herein, means any controversy arising over the interpretation, application or alleged violation that may be raised by an individual.

C. Steps of the grievance procedure:

The following constitutes the sole and exclusive method for resolving grievances between parties involved and shall be followed in its entirety unless any step is waived by mutual consent.

Step 1. The complainant shall submit, in writing, a signed Statement of Grievance to his superior within fifteen calendar days of the event giving rise to the grievance. The immediate supervisor shall attempt to settle the grievance within ten (10) days.

Step 2. If the grievance is not settled in the first step the complainant may make a written request for a second meeting, within ten (10) calendar days after the answer of the first step. The request for a second step shall include a signed Statement of Grievance and the first step disposition. The request for a second step meeting shall be given to the Chief of Police. The Chief of Police shall set a meeting within fifteen (15) calendar days after receipt of the request. Said second step meeting shall be between the Chief of Police and the complainant and the Borough Administrator. The Chief of Police's answer to the second step shall be delivered to complainant with a copy to the Borough Administrator within fifteen (15) calendar days after the meeting.

Step 3. If the complainant is not satisfied with the handling or result of the grievance at the second step, the complainant may, within ten (10) calendar days, submit, in writing, a notice together with a signed Statement of Grievance to the Mayor and the members of the Public Safety Committee requesting a ruling on the grievance. A meeting shall be set within twenty (20) days after the Mayor and Public Safety Committee has received the request for a ruling. At such meeting, the complainant may appear with counsel, if requested by the complainant. The Mayor and Public Safety Committee's ruling shall be delivered to the complainant with a copy to the Chief of Police, if in attendance at the meeting, within fifteen (15) calendar days after said meeting.

4. If the complainant is not satisfied with the ruling of the Mayor and Public Safety Committee, such person may, within ten (10) calendar days, file a notice of grievance on the prescribed form to the Public Employees Relations Commission for further proceedings in accordance with the rules and regulations of the Public Employees Relations Commission.

D. Borough Grievances:

Grievances initiated by the Borough shall be initiated by a signed statement by the Mayor and/ or member(s) of the Borough Council and filed directly with the Borough Administrator or Borough clerk within ten (10) calendar days after learning of the occurrence of the grievance. A meeting shall be held within ten (10) calendar days after the filing of the grievance by the Mayor and or member(s) of Borough Council between representatives of the Borough and the employee to whom the grievance is directed in an earnest effort to adjust the dispute between parties. In the event the matter is

not resolved, the Borough may proceed as provided in accordance with the Laws and Statutes under Title 40A or in accordance with the rules and regulations as set forth in the police manual.

ARTICLE XXI-RETENTION OF BENEFITS

A. It is agreed that any and all benefits, privileges or agreements now in effect at the signing of this agreement, unless altered by this agreement, shall remain in effect and be maintained at no less than the highest standards as set forth in the Borough of National Park and will become part of this contract.

BOROUGH OF NATIONAL PARK

Patricia M. Koloski, Mayor

NATIONAL PARK POLICEMAN’S ASSOC.
(An Affiliate of Glouc. Cnty. P.B.A. Local #122)

George Roberts, President

Attest:

Robert Dougherty, Clerk

Gloucester County P.B.A. Local #122
Representative