

AGREEMENT

BOROUGH OF KEANSBURG

AND

POLICEMENS BENEVOLENT ASSOCIATION
KEANSBURG, NEW JERSEY
LOCAL NO. 68

TERM OF CONTRACT

JULY 1, 2003 -JUNE 30, 2007

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PREAMBLE

This Agreement made and entered into this day of , 2004 by and between the Borough of Keansburg, a municipal corporation of the State of New Jersey and hereinafter referred to as the "Borough" and the Policemen's Benevolent Association, Local 68, hereinafter referred to as the "Association."

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Borough and the Association and to establish a basic understanding relative to the rates of pay, hours of work and other conditions of employment consistent with the law; and

WHEREAS, it is recognized that the New Jersey Civil Service Act and Rules and other State and Federal Laws and Borough Ordinances and Regulations may have application to the relations between the parties thereto, and it is intended that such law shall apply where relevant, the fact that such law is not specifically referred to at all times in the Agreement shall not be taken to mean that such law does not apply where relevant; and

WHEREAS, the Borough Manager of the Borough of Keansburg has negotiated with the members of the Association with regard to this Agreement; and

WHEREAS, this Agreement has been approved by the Borough Council of the Borough of Keansburg pursuant to a resolution adopted on the day of , 2004.

NOW, THEREFORE, BE IT RESOLVED in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

ARTICLE I

RECOGNITION

SECTION 1:

The Borough hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for the Police Department of the Borough of Keansburg, New Jersey, exclusive of Crossing Guards, Dispatchers, Clerical Employees, the Deputy Chief and Chief of Police.

SECTION 2:

Unless otherwise indicated the terms "policemen," "patrolmen," "employee," or "employees," when used in this Agreement, refer to all persons represented by the Association in the above defined negotiating unit.

ARTICLE II

DURATION OF AGREEMENT

This Agreement shall be effective retroactive to July 1, 2003 and shall continue in force and effect for four (4) years effective in accordance with the salary increases and fringe benefits provisions as set forth specifically therein.

SECTION 1:

The Union shall, through its membership and elected Officers, ratify this Agreement annually without modifications, deletions or omissions, unless there is exercised the future bargaining provisions as to fringe benefits as set forth specifically herein.

ARTICLE III

MANAGEMENT RIGHTS

SECTION 1:

- A. The Borough hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United State, including but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the Borough and its properties and facilities and the activities of its employees.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. To exercise the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States of America and the Ordinances of the Borough of Keansburg. Such powers to the Borough shall be limited to the Statutes of New Jersey governing Public Employees Relations Commission (PERC) and any amendments.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authorities, duties and responsibilities under R.S. 40 and R.S. 11, or any other national, state, county, local laws, ordinances or the Civil Service Rules.

ARTICLE IV

POLICEMEN'S RIGHTS

SECTION 1:

The Borough agrees that every employee 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 concerted activities for mutual aid protection. The Borough agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 123, Public Laws of 1974 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any other terms or conditions of employment by reason of membership, participation, collective negotiations, grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment due to the Association activities.

SECTION 2:

It is further agreed that the Borough shall not discriminate against employee because of race, creed, color, sex, national origin or political affiliation.

SECTION 3:

No policeman shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional services without just cause.

SECTION 4:

Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under New Jersey laws or other applicable laws and regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

SECTION 5:

- A. All vacancies which occur in the Table of Organization shall be filled according to Civil Service Regulations.
- B. No person who is not a full-time member of the Police Department shall be selected for promotion or to fill a vacancy unless good cause is shown by the Employer.
- C. Wherever provided by law or regulation, vacancies referred to herein shall be filled from an existing waiting list.
- D. If the existing promotional list is exhausted or incomplete at the time of a vacancy, the Employer will call for an appropriate test within thirty (30) days. A certified Civil Service list will be maintained at all times.
- E. Existing waiting lists of promotions shall be valid for a period of time governed by Civil Service.

SECTION 6:

The Borough recognizes that while employees are on any type of leave, with the exception of disciplinary leave, they, the employees, are still Police Officers and have the right to maintain their I.D. Badges and Card.

The Union recognizes that officers on such leave must use discretion in the exercise of any police action. The Borough shall be held harmless from any aggravated or additional injury as a result any reckless action by the Officer.

SECTION 7:

- A. Employees covered by this Agreement hold a unique status as public officers in that the nature of their office and employment involved the exercise of a portion of the police powers of the municipality.

B. The wide ranging powers and duties given to the Department and its members involve them in all manners of contact and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of any employee shall be at a reasonable hour, preferably when the member of the force is on duty.
2. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably appraise the employee of the nature of the investigation. If the employee is to be questioned as a witness only, he shall also be so informed at the initial contact.
3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and the rest period, as reasonable as necessary.
4. The complete interrogation of the employee shall be recorded mechanically or by a Department stenographer. There will be no 'OFF THE RECORD' questions. All recesses called during the questioning shall be recorded.
5. The employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. If any employee is under arrest or is the subject of an investigation, he shall be so advised that he is under investigation, and shall be given his rights pursuant to the current decision of the United States Supreme Court.

7. In all cases and at every stage of the proceedings, the Department shall afford an opportunity for the employee, if he so requests, to consult with counsel and/or his P.B.A. Representative(s) before being questioned concerning any violation or complaint of any type, which may result in any action against said employee.

- C. This Article shall not preclude a supervisor's right to question subordinates relative to their daily activity.

SECTION 8:

Traditional principles of seniority shall apply to employment covered by this Agreement as to selection of vacation periods, compensatory days off, reduction in force and promotions, where the promotions are governed by Civil Service Statutes, rules or regulations. Seniority is defined to mean the accumulated length of service with the Department, computed from the date of certification by the Department of Civil Service. An employee's length of service shall not be reduced by time lost of authorized leave of absence for a bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Physician. Seniority shall be lost and employment terminated if any of the following occur:

- a. Discharge
- b. Resignation
- c. Absence for five (5) consecutive calendar days without leave or notice of justifiable reason for failing to give same. Failure to return promptly upon expiration of authorized leave without reasonable notice will subject the employee to disciplinary action. The interpretation and application of this Article shall be in conformity with all applicable statutes, rules and regulations. Seniority for superior officers shall be determined by time in grade.

SECTION 9:

The Chief of Police shall, by January 30th of each year, supply each employee with a copy of an annual receipt of the record of all time owed the employee (vacation, sick and personal days).

SECTION 10:

The normal work day and normal work week of employees shall be the same as presently exists. The Association accepts Management's right to change the present schedule, however, the impact of such a change shall be negotiated.

SECTION 11:

The Police Department may grant the request of any employee of this Association to exchange hours of duty or days of with another's consent. Such requests shall not be unreasonable or arbitrarily denied. Such changes shall be made of equivalent rank (Sergeant to Sergeant; Patrolman to Patrolman; Detective to Detective; Captain to Captain).

ARTICLE V

GRIEVANCE PROCEDURE

SECTION 1:

GENERAL

It is recognized a complaint may arise between the Borough and the Association, or between the Borough or any one or more employees concerning the meaning or application of, or compliance with, any section of this Agreement. The Borough and the Association earnestly desire that such complaints or grievances be promptly settled so that the efficiency in the Department shall not be impaired. Accordingly, a procedure for grievance of any such complaints that may arise will be kept as informal as may be appropriate, is outlined hereafter. 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 departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

SECTION 2:

PROCEDURE TO BE FOLLOWED

The Association and the Borough agree that the settlement procedure shall be the sole and exclusive method available for adjusting employee complaints, except such additional methods as are provided for in Civil Service regulations. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such a settlement, all employees shall carry out their assignments as directed by the Borough and their supervisory officers. If an employee refuses to follow the settlement procedure herein, such other action shall constitute a violation of this Agreement and shall make the employee and all other employees participating in such violation, subject to immediate discharge or other discipline at the discretion of the Borough and subject to the provisions of the Civil Service Regulations. A grievance shall be settled in the following manner:

STEP ONE:

The aggrieved shall institute action within five (5) calendar days after the event giving rise to the grievance has occurred or within ten (10) days after the discovery of the incident by the employee Association or Borough, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act except for good cause within the said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO:

If the grievance is not settled at the first step, the aggrieved may make written request for a second step meeting within five (5) calendar days after the answer at the first step. The Chief of Police shall set a meeting within five (5) calendar days after the request, or for such time as is mutually agreeable. Said second step meeting shall be between the Chief of Police with the Association representative or the Association Attorney, if requested by the aggrieved. The Chief of Police's answer to the second step shall be delivered to the Association within five (5) calendar days after the Meeting.

STEP THREE:

If the grievance is not settled at the second step, the aggrieved may make written request for a third step meeting within five (5) calendar days after the answer at the second step. The Borough Manager shall set a meeting within five (5) calendar days after the request or for such other time as is mutually agreeable. Said third step meeting shall be between the Borough Manager with the Association representative or the Association Attorney, if requested by the aggrieved. The Borough Manager's answer to the third step shall be delivered to the Association within five (5) calendar days after the Meeting.

STEP FOUR:

In the event the grievance is not resolved to the satisfaction of any parties herein referred to, it shall be taken to binding arbitration in the following manner. Within five (5) calendar days after completion of step three, the individual aggrieved, the Association or the Borough may appoint an arbitrator, who shall have full power to resolve the dispute between parties. Costs of the arbitration shall be borne by the Borough and Association equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) calendar days of the close of the hearing.

BOROUGH GRIEVANCES

Grievances initiated by the Borough shall be filed directly with the Association within five (5) calendar days after the event giving rise to the grievance that has occurred. A Meeting shall be held within five (5) calendar days after the filing of the grievance between the Borough Manager, Chief of police, Borough Attorney, the Association and the Attorney, in an effort to adjust the differences between the parties, and in the event the grievance is not resolved to the satisfaction of the aggrieved, it shall be taken to binding arbitration in the manner prescribed herein.

ARTICLE VI

AUTHORIZED SALARY DEDUCTIONS

The Borough in compliance with Chapter 233, P.L. 1969, agrees to the following conditions:

1. Upon receipt of a duly signed authorization card, the Borough shall deduct membership dues and remit the dues deducted as directed on the Authorization Card.
2. The amount of monthly dues will be certified in writing by the Association and the amount shall be uniform for all members.
3. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.
4. Dues deducted from employees pay will be transmitted by check as directed as soon as practicable after the deductions have been made, together with a list of names.
5. A new dues deduction Authorization Card will automatically cancel any prior deduction authorization of file with the Borough.
6. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction Authorization Cards submitted by the Association to the Borough.
7. Henceforth pursuant to statute, any member of the Police Force not wishing to belong to the P.B.A. Local 68 shall have deducted from his wages a sum equal to 85% of the P.B.A. dues, monthly, which sum represents value for negotiations, and which sum shall be remitted to the P.B.A. by the Borough.

PBA

393 119.6

ARTICLE VII

SALARIES

Section 1:

The Annual Base Salary for each of the classifications shown below shall be as follows for the years 2003/2004, 2004/2005, 2005/2006, 2006/2007 in accordance with Borough Ordinance # 1369.

7/1/03 - 6/30/04

Starting Salary (Police Academy)	\$ 43,562.00
Upon Graduation from Police Academy (7 mos. - 18 mos.)	47,251.00
2 nd Year	53,729.00
3 rd Year	61,136.00
4 th Year	66,142.00
Sergeant	72,479.00
Lieutenant	78,023.00
Captain	83,567.00
Police Inspector	86,018.00

7/1/04 - 6/30/05

Starting Salary (Police Academy)	\$ 32,000.00
Upon Graduation from Police Academy (7 mos. - 18 mos.)	38,000.00
2 nd Year	55,610.00
3 rd Year	63,276.00
4 th Year	68,457.00
Sergeant	75,016.00
Lieutenant	80,754.00
Captain	86,492.00
Police Inspector	89,029.00

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7/1/-05 - 6/30/06

Starting Salary (Police Academy)	\$ 33,000.00
Upon Graduation from Police Academy (7 mos. - 18 mos.)	39,000.00
2 nd Year	58,252.00
3 rd Year	66,282.00
4 th Year	71,709.00
Sergeant	78,580.00 ✓
Lieutenant	84,590.00
Captain	90,601.00
Police Inspector	93,258.00 ✓

7/1/06 - 6/30/07

Starting Salary (Police Academy)	\$ 34,000.00
Upon Graduation from Police Academy (7 mos. - 18 mos.)	40,000.00
2 nd Year	61,019.00
3 rd Year	69,430.00
4 th Year	75,116.00
Sergeant	82,312.00
Lieutenant	88,608.00
Captain	94,905.00
Police Inspector	97,688.00

SECTION 2:

The modifications and scheduling of anniversary dates shall be from the permanent date of appointment.

SECTION 3:

A Patrolman who must sign the police record, as Officer in Charge of a shift, when a Sergeant is absent, will be compensated at a salary for a Sergeant for such time. A Sergeant assigned to the duties of a Lieutenant shall be compensated at the salary for a Lieutenant. A Lieutenant assigned to the duties of a Captain shall be compensated at the salary of a Captain. A captain assigned to the duties of Deputy Chief shall be compensated at the salary of the Deputy Chief of Police. A Deputy Chief assigned the duties of Chief of Police shall be compensated at the salary of Chief of Police. Assignment of the above named duties shall be in writing from the Chief of Police and approved by the Borough manager. Said compensation shall be paid quarterly, with a minimum time accumulated to eight hours.

SECTION 4:

The Borough shall continue to provide bi-weekly pays on the appropriate Fridays, however, those employees working either the Thursday 1600-2400 (or the 1900 - 0700) or the 1900- 0700 tours and the Friday 2400-0800 tours will have their paycheck available during their respective tour of duty.

The Union agrees that no paycheck will be available before 1500 hours the day before the checks are given to the employees.

ARTICLE VIII
LONGEVITY PAY

SECTION 1:

As of the effective date of this Agreement the provisions of this Article will apply to any person employed.

SECTION 2:

1. Beginning at the completion of one(1) year through the fifth (5) year of service, two percent (2%) of base pay per year.
2. Beginning the sixth (6) year through the tenth (10) year of service, four percent (4%) of base pay per year.
3. Beginning the eleventh (11) year through the fifteenth (15) year of service, six percent (6%) of base pay per year.
4. Beginning the sixteenth (16) year of service through the twentieth (20) year of service, eight percent (8%) of base pay per year.
5. Beginning the twenty-first (21) year of service and thereafter, ten percent (10%) of base pay per year.

SECTION 3:

Longevity pay shall be paid every two weeks as part of the regular pay.

ARTICLE IX

OVERTIME

SECTION 1:

The Borough has the right to schedule overtime work as required in a manner most advantageous to the municipality and consistent with the requirements of the Borough, the public interest and applicable public law. However, the following procedures shall be utilized for the fair and equal distribution of overtime.

All employees covered under this Agreement will be listed in a ledger book according to pay grade (rank or job description) and then seniority in grade as set forth in Article 7.

SECTION 2:

A current list from said ledger book shall be posted in a conspicuous location.

Annually, each employee shall have a total of zero (0) hours entered into the ledger. From that time on, any employee who received overtime shall be credited with the actual number of hours worked and the employee's total shall reflect same.

The employee with the least number of overtime hours shall be given first consideration for working scheduled overtime. In the event an employee refuses overtime which is available, then he, too, shall be charged as if he had actually worked the hours.

The entries made in the overtime ledger shall be the responsibility of the Chief of Police and/or his designee (OIC, etc.). The entry shall contain the following:

“W” if the hours were actually worked plus the number of hours actually worked;

“R” if they were refused verbally; or

“N/A” if the employee was not at home.

In the event any new employee is hired during the year, that employee will be entered in the new ledger and he will receive the number of hours equal to the person having the highest entry.

In the event there is an undue hardship for either party involved apropos to the above procedure, the other party must be notified in writing and this section may be renegotiated.

Employees shall be of the same job classification whenever possible, i.e. Sergeant with Sergeant; Patrolman with Patrolman; Detective with Detective.

SECTION 2:

Time and one half of the employee's regular rate of pay or compensatory time off shall apply to work under the following conditions:

In excess of the normal week schedule.

Time and one half SHALL NOT apply under the following conditions:

1. Court time.
2. Training sessions/meetings - minimum of two (2) hours at the normal rate of pay.
3. T.A.C. Unit Meetings - minimum of two (2) hours at the normal rate of pay.
4. Task Force Meetings - minimum of two (2) hours at the normal rate of pay.
5. Patrol Meetings - a minimum of two (2) hours at the normal rate of pay.

6. Community Service Work - minimum of two (2) hours at the normal rate of pay.

SECTION 3:

When an employee is called out, he will be compensated for a minimum of two (2) hours at time and one-half his regular hourly rate.

SECTION 4:

Employees required to appear in any Court or formal hearing, including, but not limited to Criminal Court, Traffic Court and Civil Court, representing the public interest of the Borough shall receive no less than:

1. Seven (7) hours compensation at the regular hourly rate outside the geographic boundaries of the Borough.
2. Four (4) hours compensation at the regular hourly rate inside the geographic boundaries of the Borough.
3. Two (2) hours compensation at the regular hourly rate for standby time.

SECTION 5:

After using four (4) sick days in any calendar year, a Police Officer calling off duty sick, regardless of the reason, shall be placed at that time in the last position to be eligible to work overtime, for a period of three (3) days.

SECTION 6:

Police Officers will only be charges for refusing overtime when they verbally refuse to work extra duty for whatever reason.

SECTION 7:

In the event there is a scheduled overtime for the following work week, a police officer shall be asked on Wednesday between 1600 and 1630 hours, based on the guidelines set forth in Section 1. If an Officer is unavailable (on Wednesday between 1600 and 1630 hours), he shall have no claim to scheduled overtime for the following week.

SECTION 8:

Construction work, dances, weddings, sporting events, bank details and elections shall be distributed as per the guidelines set forth in this Article. The employees will receive their normal rate of pay.

SECTION 9:

In the event that a replacement officer is needed as a result of another officer calling off sick, then those persons called based on the guidelines set forth in Section 1 of this Article will be so noted on the sick report (incident) sheet.

When replacements are made, employees shall be of the same job classification - Sergeant to sergeant; Patrolman to Patrolman; Detective to Detective; whenever possible.

SECTION 10:

For Public Safety, all street openings, construction sites or other events disrupting the normal flow of vehicles and/or pedestrians shall require at least one uniformed officer to be assigned to control the flow of persons in the area. Said overtime assignments will be distributed as set forth in Section 1 of this Article. The Borough agrees to make every effort to require those contractors involved to comply with this Section.

ARTICLE X

HOLIDAYS

SECTION 1 A:

The following holidays shall be "paid holidays." Employees shall be compensated at their regular rate of pay for sixteen (16) paid holidays per year as follows:

New Year's Day	Columbus Day
Martin Luther King's Day	Election Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Payment shall be in the following manner if the same is due and owing to the employee: seven (7) days of the said paid holidays are to be paid on July 1 and the balance of nine (9) days shall be paid on December 1.

SECTION 1B:

EFFECTIVE JANUARY 1, 2005 the total amount of holidays due to the employees covered under this Agreement shall be 7 days from January 1st through June 30th and an additional 7 days from July 1st through December 31st. The amount to be paid to the employees for said holidays shall be issued bi-weekly with the employee's

base pay. The employee's base pay shall include compensation for holidays effective January 1, 2005.

SECTION 2:

In the event the other Borough employees receive time off with pay based on any action by Borough Council the members of the Association covered under this Agreement shall receive either commensurate time off or shall be paid for such day under the terms of this section.

SECTION 3:

If the aforementioned holidays fall on the employee's regular working day, the employee shall receive one-half ($\frac{1}{2}$) hour compensatory time for every two (2) hours worked on a holiday. Said time will be added to the employee's vacation/personal allowance.

SFY 2005

July 1
June 30

ARTICLE XI

VACATION AND PERSONAL DAYS

SECTION 1:

Employees shall be granted a vacation if earned, each vacation year, without loss of pay. The vacation shall be from January 1 to December 31. If the employees anniversary date falls within the contract year, the added vacation time shall be prorated for the remainder of the year, i.e. an employee completes ten (10) years of service in June = he will receive credit for two and one-half (2 ½) days added vacation for that year. Vacations may be taken at any time during the year, however, no more than ten (10) working days may be taken during the months of June, July and August. If any summer vacation slots are vacant after all employees have had an opportunity during the prescribed vacation selection time period to select a 2-week vacation block, and manning levels permit, a third week may be selected on a seniority basis.

Vacations shall be earned in the following manner:

	1- 10 YEARS	11-20 YEARS	21 + YEARS
Patrolman	20 days	25 days	30 days
Sergeant	25 days	30 days	35 days
Lieutenant	30 days	35 days	40 days
Captain	35 days	40 days	45 days
Inspector	35 days	40 days	45 days

SECTION 2:

Vacation allowance must be taken during the current calendar year at such time as permitted unless the Borough determines otherwise because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

SECTION 3:

Employees will be granted five (5) personal days leave annually at their discretion provided prior approval is granted by the Chief of Police.

SECTION 4:

Anything hereinbefore to the contrary notwithstanding, the Chief of Police shall determine and approve the dates and times of vacation and personal leave to be taken by employees. The Chief of Police shall base the schedule of vacations on a seniority basis.

SECTION 5:

Each Officer shall receive, at his option, payment for up to ten (10) unused vacation days. Any Officer wishing to buy back vacation leave must notify the Borough Manager by May 15th of each year the amount of vacation he wishes to buy back. Said payment will be made the first pay of February.

ARTICLE XII

HOSPITALIZATION AND MEDICAL INSURANCE

SECTION 1:

It is mutually understood and agreed that the Borough presently has in force Family Hospitalization, Family Major Medical Insurance, Life Insurance Coverage, Family Dental Plan, Family Optometric Plan and Family Prescription Plan for all full-time employees covered by this Agreement, and the same will be continued in full force and effect.

The Borough has the option to change insurance carriers so the above coverage can be improved upon and added benefits can be obtained, or if equal coverage with the same benefits, can be obtained at a savings to the Borough.

If, in the event, the insurance carrier is changed and equal coverage and benefits are not obtained, the Borough will be held responsible for coverage and benefits not covered in the newly obtained policy.

The Borough agrees to provide a copy of the proposed coverage to the Association prior to changing the carriers.

SECTION 2:

Each employee covered by the terms and conditions of this Agreement shall receive benefits of a Disability Insurance Program on a share basis of one half ($\frac{1}{2}$) of one (1) percent.

SECTION 3:

All benefits as stated in this Article (Article XII) shall apply to full-time employees and any other employee that may be receiving said benefits at the time of the signing of this Contract.

SECTION 4:

All employees hired after signing of the April 13, 1992 contract must pay full deductible on all major medical and hospitalization plans.

SECTION 5:

Pursuant to authority set forth in Public Laws 421 of Title 40, Chapter 11, the Borough agrees to provide each retiree with said above mentioned coverage as said retiree enjoyed as a full-time active employee as per State Statute.

ARTICLE XIII

UNIFORM AND EQUIPMENT ALLOWANCE

SECTION 1:

A replacement uniform allowance shall be authorized for each employee after the first year of service in the amount set forth as follows: \$ 1,000.00

SECTION 2:

A uniform maintenance allowance shall be authorized for new employees during their first year of service in the amount set forth as follows: \$150.00

A uniform maintenance allowance shall be authorized for each employee after their first year of service in the amount set forth as follows: \$ 500.00

In lieu of this payment the Borough will provide an approved cleaning service for all police uniforms.

SECTION 3:

The initial uniform costs, together with any change or addition to the initial uniform shall be paid by the Borough.

SECTION 4:

The aforementioned uniform and maintenance allowance will be paid on April 1 and September 1.

SECTION 5:

Police Officers will be eligible for a full uniform allowance in the year following the calendar year in which they are employed.

SECTION 6:

Police Officers who retire after receiving a uniform allowance will not be required to make any repayment.

SECTION 7:

The Borough will supply the employee with a police car for court and/or other job-related appearances whenever possible. If a vehicle is not available, the employee shall be compensated at a rate of thirty-six cents (.36) per mile.

SECTION 8:

Each Officer is required to maintain a telephone so that he may be reached in the event of any emergency.

In the event an Officer is required to make calls outside his local calling area, the Officer may submit his itemized phone bill for reimbursement.

ARTICLE XIV

SICK LEAVE

SECTION 1:

Within the first year of service, an employee shall receive one (1) working day of sick leave with pay for each month of service from the date of his regular appointment up to and including the first anniversary date of such appointment.

SECTION 2:

After the first year of employment, each employee shall have fifteen (15) days of sick leave with pay for each year of employment thereafter.

SECTION 3:

Sick leave not taken shall accumulate to the employee's credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed.

SECTION 4:

When an employee retires for reasons of physical disability, age, or length of service, he shall be entitled to fifty per cent (50%) of his accumulated sick days. The retiring employee shall, if possible, advise the Borough Manager of his intention to retire by May 15th of the year prior to the year of retirement so that budget requirements may be met and so provided. In the event of an employee's death, such payment shall be made to the beneficiary as indicated on the Police and Firemen's Retirement System forms. Those employees hired after January 1, 1984 shall be limited to a maximum payment of \$ 15,000.00.

SECTION 5:

The New Jersey Civil Service statutes concerning sick leave shall prevail in all conditions not specifically set forth herein.

SECTION 6:

Each Officer shall receive, at his option, payment for accrued, unused sick leave. Any Officer may opt to take all or part payment of such leave accrued with a maximum of fifteen (15) days and may accumulate any sick leave for which leave the Officer is not paid. Any Officer wishing to buy back sick leave time must notify the Borough Manager by May 15th of each year the amount of sick leave time he wished to buy back. Said payment will be paid the first pay of February.

ARTICLE XV

EDUCATION BENEFITS

SECTION 1:

Employees shall be entitled to receive, in addition to their regular salary and benefits, the sum of twenty dollars (\$20.00) annually for each college credit completed at an accredited institution of higher education or any acceptable equivalent as determined by the Borough Manager for subjects leading to a degree in Criminal Justice.

SECTION 2A:

Employees who have earned college degrees shall receive, in addition to their regular salary and benefits, a sum based on the following:

Associate's Degree	\$ 1,200.00
Bachelor's Degree	\$ 2,400.00
Masters Degree	\$ 3,600.00

SECTION 2B:

EFFECTIVE JANUARY 1, 2005 employees who have earned college degrees shall receive, in addition to their regular salary and benefits, a sum based on the following:

Associates Degree	\$ 1,100.00
Bachelors Degree	\$ 2,200.00
Masters Degree	\$ 3,300.00

The amount to be compensated to the Officer shall be become part of their base pay and paid bi-weekly.

SECTION 2C:

Employees shall be entitled to receive the sum of forty dollars annually for each college credit completed at an accredited institution of higher education or an acceptable equivalent as determined by the Borough Manager for subjects leading to a Master Degree in Criminal Justice or Public Administration.

SECTION 3:

Payments under this Article shall be processed through the normal channels in the Borough Finance Department and approved by the Borough Manager.

SECTION 4:

No credits for educational benefits shall accrue for college credits or equivalents earned at the Borough's expense except as set forth in Section 2 of this Article.

SECTION 5:

Any employee who has accumulated 1 to 59 credits or 61 to 119 credits and fails to pursue additional credits towards an Associate or Bachelor Degree shall not receive any further payment for those credits previously obtained.

SECTION 6:

Payment shall be made forty-five days of the date of request except as otherwise provided herein.

ARTICLE XVI
INJURY LEAVE

SECTION 1:

Injury Leave, as distinguished from sick leave, shall mean paid leave to an Employee due to absence from duty caused by accident, illness or injury which occurred while the employee was performing his duties and covered by Workers Compensation Insurance.

SECTION 2:

The payments shall be made concerning injury leave subject to the employee's eligibility for Workers Compensation Insurance.

SECTION 3:

Any employee absent from work due to an accident, illness or injury covered by Workers Compensation Insurance willfully fails to fulfill all of its conditions necessary to receive compensation benefits, he shall not be entitled to payment of any compensation benefits for injury leave from the Borough of Keansburg until such conditions have been fulfilled.

SECTION 4:

Employees absent from duty due to an accident, illness or injury covered by Workers Compensation Insurance will be compensated by the Borough for the difference between the amount paid by the insurance company and the regular rate of pay.

SECTION 5:

The payments enumerated above will be made for a period of not in excess of fifty-two (52) weeks for each new and separate injury. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due.

SECTION 6:

Use of Injury Leave

The employee's eligibility for payment of injury leave will be based on the determination of the New Jersey Division of Workers Compensation under the terms of the New Jersey Workers Compensation Act.

SECTION 7:

The Borough may, at its discretion, require that the employee subject himself to an examination by a physician chosen by the Borough (at the Borough's expense) not more than once every fifteen (15) days.

SECTION 8:

Any covered employee who accepts outside employment during the period of his injury leave eligibility shall automatically forfeit any further payment for such leave.

ARTICLE XVII

FALSE ARREST AND LIABILITY PROTECTION

SECTION 1:

The Employer agrees to save and hold harmless any employee for any claim or claims that might arise as a result of the normal performance of his duties as a Police Officer including, but not limited to, false arrest or any similar claims.

SECTION 2:

The Employer further agrees to defend the said employee against all claims made in any civil suit including furnishing such legal defense at the discretion of the employer as may be necessary to defend said suit, provided, however, that the employee furnish prompt notice of the making of any claim or the filing of any civil suit naming said officer as a party defendant or defendants.

SECTION 3:

In the event a criminal claim is made against any covered employee, such actions shall be governed by the provisions of N.J.S.A. 40A;14-155 and its amendments.

SECTION 4:

Since employees of this Department are required by accepted tradition and policy to volunteer to suppress criminal acts and assume other law enforcement responsibilities at all times, whether on regular duty assignment or not, and whether in the Borough of Keansburg or not, the employer agrees to obtain such false arrest and liability insurance coverage in a contract of insurance which shall provide coverage to the employee for acts occurring in pursuit of this policy beyond regular duty assignment. In the event such insurance is not obtained the employer agrees to provide legal defense for an employee against whom a civil claim or suit is instituted and to indemnify the employee for any damages awarded to a claimant. Any policy of insurance shall be delivered to the employee bargaining unit's Executive Committee for examination.

SECTION 5:

The Employer agrees to retain attorneys to defend any officers against whom charges are made by other than superior officers or against whom charges are made by other than superior officers or against whom civil actions are instituted, compensatory, punitive or criminal prosecutions begun which the insurance carrier alleges are deemed not covered by the policy. Such attorneys shall be as acceptable to the officer involved and shall be paid the reasonable value of services rendered in accordance with the employment agreement with the office, with the exception that attorney's fees for criminal defenses shall not be paid in the event of an unreversed conviction. In the event a conviction is reversed and the case remanded for trial, the employer shall pay the attorneys for the work performed up until retrial, regardless of the outcome of the second trial.

ARTICLE XVIII

BEREAVEMENT LEAVE

SECTION 1:

The Borough shall grant to each employee five (5) days leave with pay in the event of a death of a member of the employee's immediate family, provided that prior notice is tendered to the Chief of Police.

SECTION 2:

The immediate family is defined as: Mother, Father, Husband, Wife, Son, Daughter, Brother, Sister, Grandchild or any other relative residing in the employee's household.

- A. In the event of death of an employee's Grandfather, Grandmother, Mother-In-Law, Father-In-Law, Brother-In-Law, Sister-In-Law, Daughter-In Law or Son-In-Law, the Borough shall grant three (3) days leave with pay.
- B. In the event of death of an employee's Parent's sibling the Borough shall grant one (1) day leave with pay.

SECTION 3:

Such leave shall apply to each occurrence with out limit.

SECTION 4:

A. Funeral Expenses and Family Benefits

1. Effective upon execution of this Agreement, if the Officer dies because of an injury received in the line of duty during the actual performance of police service relating to the alleged or actual commission or an unlawful act, or directly resulting from a characteristic hazard of his police duties as determined by the New Jersey police and Firemen's Retirement System, a payment of \$ 2,500.00 shall be made as a result of such death.

The Borough of Keansburg shall make such payment to the beneficiary designated by the deceased Police Officer to receive his New Jersey Police and Firemens System ordinary death benefit, or, if no beneficiary has been so designated to the beneficiary so designated by such Police Officer to receive his or her P.B.A. Group Life Insurance Benefit.

ARTICLE XIX

OUTSIDE EMPLOYMENT

Employees shall consider their position with Borough of Keansburg as their primary job. Any outside employment must not interfere with any employee's efficiency in the performance of his duties.

ARTICLE XX

P.B.A. REPRESENTATIVES

SECTION 1:

The Borough agrees to grant time off without loss of regular pay, not to exceed four (4) days, to the Local P.B.A. State Delegate, to attend the Annual P.B.A. State Convention, provided five (5) days written notice specifying the dates of the convention is given to the Chief of Police by the Association. A certificate of attendance to the Conference shall, upon request by the Chief, be submitted by the representative attending.

SECTION 2:

Designated representatives of the Local P.B.A. may enter Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the P.B.A. decides to have its representatives enter the Borough facilities or premises, it will request such permission from the Borough Manager and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operation of the business of the Borough government or normal duties of its employees.

SECTION 3:

Only one (1) member of the Association Grievance Committee shall be permitted to conduct the business of the Committee at any one time except that the three (3) members of the Association Grievance Committee shall be permitted to confer with the Chief of Police or his designee, or the Borough Manager. The Borough shall permit members of the Association Grievance Committee (not to exceed three) to conduct the business of the Committee, which consists of conferring with employees and management, on specific grievances in accordance with the Grievance Procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty employees to bring the Department to its full complement.

SECTION 4:

The Borough of Keansburg agrees to grant the necessary time off without loss of pay to the Delegate of the Local and one other member of the Association selected as Alternate Delegate to attend any State or National Convention, including the Mini Convention, of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

SECTION 5:

The Association may request the right to conduct meetings at reasonable times on municipal premises provided 24 hour notice is first given to the employer and by giving such notice to the Borough Manager before the Meeting is to begin. The Association shall not be required to identify the persons who are to attend the Meeting, nor may the Meeting interfere with the efficiency of the Police Department.

SECTION 6:

If the other departments receive money to defray their costs to conventions, the P.B.A. delegates shall receive the same.

SECTION 7:

In accordance with basic practices, the Borough shall grant the President and State Delegate of the Association of the person acting as President (hereinafter referred to as his representative), such time as is necessary to conduct his responsibilities as President, or his representative of P.B.A. Local 68, and he shall be paid for any time spent if it is during his regular tour or work week. Included in this absence from duty with pay shall be attendance by the President or his representative at conventions, and other Meetings of the Policemen's Benevolent Association or other bargaining unit or professional organizations in the business of which the P.B.A. has an interest. The Association agrees that this Section will not be abused.

SECTION 8:

A Police Council will be formed, to be comprised of a Police Officer representative from each command designated by the President of the Association. The Police council will meet quarterly with the Borough Manager or his representative to facilitate communication between management and employees so as to promote a climate conducive to constructive employee relations, to recommend resolutions of local issues, and to discuss other matters of mutual interest.

ARTICLE XXI

NO STRIKE PLEDGE

SECTION 1:

It is understood that there shall be no strikes, sitdowns, slowdown, work stoppage or limitation upon activity or production, during the life of this Agreement, nor shall any Officer, representative or official of the Association authorize, assist, take part in, or encourage any such strikes, sitdowns, slowdowns, concerted failure to report for duty, work stoppage, or limitation upon production against the Borough. The Association shall not be held liable for unauthorized acts of its members provided the Association orders all who participate in such activity to cease and desist from same immediately and to return to work and take such other action as may be necessary under the circumstances to bring about compliance with its orders.

SECTION 2:

The Borough reserves the right to discipline or discharge any employee or employees who violate the Provisions of this Article.

SECTION 3:

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

ARTICLE XXII

SEVERABILITY

In the event any section or provision of this Contract shall be determined by a Court of competent jurisdiction to be void and no force or effect, said provision shall be deemed void and shall have no force or effect on the validity of any other provision of this Agreement.

ARTICLE XXIII

SAFETY REGULATIONS

SECTION 1:

In the event that scheduling changes are necessary, a minimum of fourteen (14) days notice shall be given to the Association.

SECTION 2:

Each officer reporting for duty shall be issued a portable handset, if available.

SECTION 3:

The Borough agrees to comply with any and all Federal, State or Local safety Regulations.

SECTION 4:

Each Employee shall be qualified in the use and operation of his service revolver, off-duty weapon and shotgun at a minimum of two times during the calendar year. The Association agrees that the Borough shall pay for both the initial time spent at the range and ammunition required for each of the two qualifications. However, if the employee fails to qualify the first time, then it will only be the responsibility of the Borough for a subsequent return to the range for qualification. If the employee still fails to qualify the second time around, then the employee must provide ammunition for a third times at the range.

SECTION 5:

The Association shall be consulted and asked for input regarding any equipment purchases through Police Council (Article XX, Section 9).

ARTICLE XXIV

TERMS AND RENEWAL

SECTION 1:

This Agreement shall be in full force and effect retroactive to July 1, 2003 and shall remain in effect up to and including June 30, 2007, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives written notice at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.


SECTION 2:


The said notification shall be sent to the Borough and the Association or other successors who are signatories to this Agreement. If a notification is sent as aforesaid and if the terms of any new Agreement are not reached until after the expiration date of this Agreement, those terms finally agreed to shall be retroactive to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures and seals at Keansburg Borough Hall, 29 Church Street, Keansburg, New Jersey this


23rd day of November, 2004.


BOROUGH OF KEANSBURG

BY: 
Thomas P. Cusick
Acting Borough Manager

ATTEST: 
Rhonda Walters
Deputy Borough Clerk

POLICEMENS BENEVOLENT ASSOCIATION KEANSBURG LOCAL # 68

BY: 
Robert Sheehan
President

ATTEST: 
Rhonda Walters
Deputy Borough Clerk