



Collective Bargaining Agreement Between:

BOROUGH OF TINTON FALLS

AND

**TINTON FALLS
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #251**

January 1, 2007 through December 31, 2010

LOCCKE, CORREIA,
SCHLAGER, LIMSKY & BUKOSKY
24 Salem Street
Hackensack, New Jersey 07601
Telephone: 201-488-0880

SCARINCI & HOLLENBECK, LLC
1100 Valley Brook Avenue
Lyndhurst, New Jersey 07071
Telephone: 201- 392-8900

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I.	Recognition	1
II.	Association Security	2
III.	Grievance Procedure	4
IV.	Management Rights	8
V.	Maintenance of Work Operations	10
VI.	Work-Incurred Injury	12
VII.	Funeral Leave	15
VIII.	Outside Employment and Activities	16
IX.	Charges and Complaints	20
X.	Vacation	22
XI.	Clothing Allowance	23
XII.	Overtime	24
XIII.	Annual Physical Exam	26
XIV.	Salary Guide	27
XV.	Sick Leave	28
XVI.	Insurance	32
XVII.	Professional Education	35
XVIII.	Maintenance of Standards	38
XIX.	Separability and Savings	39
XX.	Layoff	40
XXI.	Leave of Absence	41
XXII.	Military Leave	42
XXIII.	Mandatory Training	43
XXIV.	Temporary Disability	44
XXV.	Recovery From a Third Party	46
XXVI.	Reimbursement for Personal Items	47
XXVII.	Fully Bargained Agreement	48
Appendix A	Salary Guide	50

ARTICLE I
RECOGNITION

A. The Borough of Tinton Falls hereinafter called “Borough” recognizes Tinton Falls PBA Local No. 251 hereinafter called “PBA” for the purpose of collective negotiations including grievance handling, as the exclusive representative of all members of the Department of Public Safety, Division of Police, excluding civilian employees, all Superior Officers and the Director of Public Safety.

1. For the purpose of the agreement, “employees” refer to members of the aforementioned unit.

ARTICLE II
ASSOCIATION SECURITY

In accordance with the provisions of N.J.S.A. 34:13A-1, et. seq., the following negotiations procedure shall be followed in all future negotiations between the parties:

1. Whenever a matter involving wages, hours, or other negotiable conditions of employment is to be considered, a request for negotiations shall first be submitted to the other party in writing before July 1st next preceding the budget year in which the matter is to take effect.
2. Negotiations between the parties shall be conducted in accordance with N.J.S.A. 34:13A-1, et seq., and the Rules and Regulations and Statement of Procedure adopted by the Public Employee Relations Commission, August 29, 1969, and such amendments thereto shall take effect thereafter.
3. All negotiation sessions shall take place at such times and places as are convenient to the negotiators. If the negotiators do not agree as to the meeting place, all meetings shall be conducted at the Borough Hall. Meetings shall be held at the request of either party.
4. No extra compensation shall be granted to the PBA representatives for attendance at negotiation sessions. Not more than one representative shall be granted time off to attend the sessions during working hours except at

the sole discretion of the Borough.

5. One delegate member of the Local PBA shall be permitted time off without loss of compensation to attend the PBA State Convention pursuant to N.J.S.A. 11:26C-4.

6. One representative of the local PBA shall be permitted time off without loss of compensation to attend the County and State PBA Meetings, which are held on a monthly basis. In the event said PBA meeting occurs during the regular work period of the delegate to the PBA, delegate's compensation shall not be reduced or increased by the reason of the time taken to attend said meeting.

ARTICLE III

GRIEVANCE PROCEDURE

Definition: a grievance is defined as a complaint by an individual employee or the PBA on behalf of an individual employee or group of employees concerning the interpretation, application, or violation of policies, agreements, and administrative decisions effecting working conditions. Only those grievances involving the interpretation, application, or alleged violation of the terms and conditions of the Agreement shall be eligible for binding arbitration as provided in Step Four hereof. All other grievances may be processed to Step Two of this procedure but not further.

A. **Purpose:**

1. The Purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievance, which may from time to time arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the police administration, and having the grievance adjusted without intervention of the PBA's representatives provided the PBA is notified by the Borough of the pendency of such grievance and provided further that the adjustment is not inconsistent with this

agreement. The PBA shall be given the opportunity to be present at such informal meeting provided the grievant requests same.

B. Procedure: an aggrieved employee or the PBA on behalf of an aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of when the aggrieved employee knew or should have known of the occurrence. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of the grievance.

1. The following procedure is mutually agreed upon for the settlement of grievances:

Step One: An employee with a grievance shall first discuss it with their shift commander with the objective of resolving the matter informally.

Step Two: If the aggrieved person is not satisfied with the disposition of step one, or if no decision has been rendered within five (5) calendar days after presentation of the grievance at step one, the aggrieved person may within five (5) calendar days discuss the matter with the Commanding Officer and shall present to the Commanding Officer a statement of the grievance in writing. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance. The Commanding Officer shall render his decision in writing within five (5) normal workdays after presentation of a grievance to him.

Step Three: If the aggrieved person is not satisfied with the decision under step two, or if no decision has been rendered by the Commanding Officer within five (5) normal work days after presentation to the Commanding Officer, the aggrieved person may within five (5) calendar days present the grievance in writing to the Public Safety Director. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance. The Director shall render his decision, in writing within fourteen (14) calendar days after the presentation of the grievance to him.

Step Four: In the event that the aggrieved is not satisfied with the decision of the Director of Public Safety, the PBA may, in its discretion and within fifteen (15) calendar days following the decision of the Director of Public Safety, request the Public Employee Relations Commission to appoint an arbitrator to resolve the dispute.

- a. The arbitrator shall be selected in accordance with the Rules and Regulations of the Public Employee Relations Commission.
- b. The Arbitrator's decision shall be in writing and binding on all parties and shall be issued not later than thirty (30) calendar days following the close of the Arbitration Hearing. The decision shall set forth the Arbitrator's finding of fact, reason and conclusions on the issue or issues submitted.
- c. The Arbitrator shall have the power and authority to make any decision

which shall bind the parties and his opinion shall be binding on all parties concerned.

- d. The cost of the services of the Arbitrator shall be borne equally by the Borough and the PBA. All other expenses incidental to and arising out of the arbitration shall be paid by the individual incurring same.
- e. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- f. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from in any way the provisions of this Agreement or any amendment or supplement thereof.
- g. The time periods specified in Steps two through four above may be extended by mutual agreement of the parties involved.
- h. Nothing herein is intended to deny any employee their rights of appeal as granted by statute or case law.

ARTICLE IV

MANAGEMENT RIGHTS

The Borough of Tinton Falls 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 the Agreement by the laws and constitutions of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
2. The making of rule of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department of Public Safety, Division of Police after advanced notice thereof to the employees required compliance by the employees is recognized.
4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign, or retain employees in positions within the Borough.
5. To suspend, demote, discharge, or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
6. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes, as it deems desirable and necessary for the efficient and effective operation of the Borough.
7. In the exercise of the foregoing powers, rights, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, codes of

conduct and practices in furtherance thereof, and use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

8. Nothing contained herein shall be constructed to deny or restrict the Borough of its rights, responsibilities, and authority under T.S. 40A:14-118 et seq. or any national, state or local laws or ordinances.
9. The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough can not bargain away or eliminate any of its managerial rights.
10. Notwithstanding the above, the current work schedule will be maintained for the duration of the Contract or until a successor Agreement is reached whichever is latter.

ARTICLE V

MAINTENANCE OF WORK OPERATIONS

- A. The Association hereby covenants and agrees that during the term of its Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence in whole or in part, from the full, faithful and proper performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Borough. The Association agrees that such action would constitute a material breach of the Agreement.

- B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Association member shall entitle the Borough to bring disciplinary action against such employee or employees.

- C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Borough, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.

D. Nothing contained in this Agreement shall be constructed 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 of the Association or its members.

ARTICLE VI

WORK-INCURRED INJURY

- A. Employees who are injured, whether slightly or severely, while working must make an immediate report within forty-eight (48) hours of when they knew or should have known thereof to the Commanding Officer or his designee.

- B. Employees may not return to work without a certification from their physician that they are capable of returning to work.

- C. All employees of the Borough who shall sustain a disabling injury, which shall mean an injury arising out of an accident that occurred out of and in the course of their employment with the Borough, the nature of which entitles the employee to receive compensation pursuant to the New Jersey Workers' Compensation Act, N.J.S.A. 34:15-1 et seq., shall receive benefits as are prescribed in this section.

- D. The disabled employee shall receive from the Borough, during the period of disability, in addition to the benefits paid directly to them from the workers' compensation insurance carrier, an amount which, when combined with the insurance payments, shall be equal to said employee's basic weekly wage based upon length of service according to the following schedule:

<u>Length of Service</u>	<u>Weeks of Benefits at Full Pay</u>
Less than 1 year	12
1 to completion of 4 th year	16

5 to completion of 9 th year	18
10 to completion of 14 th year	22
15 to completion of 19 th year	26
20 or more years	32

- E. The schedule set fourth above shall not be cumulative, so if not exhausted in a calendar year, it shall lapse. However, if a disabling injury shall occur in one calendar year which carries into the next succeeding calendar year, the employee shall have the salary continuation benefits in each year. It is specifically intended that the number of weeks of salary continuation shall be on a calendar basis and shall be the total sum which an employee may receive in that year, irrespective of the number of disabling injuries he may have incurred.
- F. The rejection by the workers' compensation insurance carrier of the employee's claim for temporary disability benefits shall be a conclusive presumption that the employee is not entitled to the salary continuation benefits under this section.
- G. The salary continuation benefits under this section shall only apply to that period when the employee is entitled to temporary disability benefits under N.J.S.A. 34:15-1 et seq., it is not intended that the qualification of the employee for permanent benefits under said statute shall also qualify the employee for salary continuation benefits.
- H. If an employee is one-hundred-percent totally and permanently disabled as

determined by the insurance carrier rendering workers' compensation benefits as a result of one (1) accident while employed by the Borough, or if the employee qualifies for benefits under the Second Injury Fund as being one-hundred-percent totally and permanently disabled as a result of the odd-lot doctrine as defined by case law of the State of New Jersey under N.J.S.A 34:15-1 et seq., the employee's maximum salary continuation benefits shall be that prescribed under Subsection B of this section for the one year in which the accident occurred. It is not intended that salary continuation benefits shall apply to said employee for any succeeding year.

- I. All payments by the Borough to the disabled employee shall cease upon termination of payment of temporary disability benefits by the works' compensation insurance carrier or the termination of period of salary continuation benefits permitted by the Article whichever occurs first.

ARTICLE VII

FUNERAL LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay within seven (7) days of the day of death, but in no event shall said leave exceed three (3) calendar days, unless out of state travel is required, then said leave will extend to five (5) calendar days if properly documented.

- B. The "immediate family" shall include only: husband, wife, civil union partner, child, parent, grandparent, brother, sister, grandchild step-parents and the following in-laws: parent, grandparent, brother and sister.

- C. Reasonable verification of the event may be required by the Borough.

- D. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the bereavement.

- E. An employee may make a request of the Commanding Officer or his designated representative for time off to attend a funeral separate and distinct from bereavement leave.

ARTICLE VIII

OUTSIDE EMPLOYMENT AND ACTIVITIES

- A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty, subject to limitations of this Article.

- B. It is understood that the full-time employees will consider their positions with the Borough as their primary employment. Any outside employment or activity must not interfere with the employee's efficiency in their position with the Borough and must not constitute any conflict of interest.

- C. All outside employment shall be listed with the Commanding Officer. The information provided to the Commanding Officer shall include the outside employee's name, address, and the employer's name, address and the employee work schedule.

- D. Effective January 1, 2004, the hourly rates of pay for the PBA Police personnel are: \$30.00 (thirty dollars), \$35.00 (thirty-five dollars), \$39.00 (thirty nine dollars), \$48.00 (forty eight dollars) and \$61.00 (sixty one dollars) plus a reasonable administrative rate as solely determined by the Borough. At the option of the bargaining unit, and with notice to the Administration, a reduced hourly rate may be negotiated for long term security work. The PBA will, by the 20th of December of each preceding year, notify the Business Administrator as to any change in hourly

rate for the next year. Failure to notify shall be deemed as a desire to maintain the rate in effect.

- E. The Borough will keep all records after receiving time sheets from the appointed member of PBA Local No. 251.
- F. The PBA representative appointed by the Local will bill the contractor directly for services performed, directing all payments be made to the Borough of Tinton Falls.
- G. All payments to police personnel will be made only at regular pay periods.
- H. Scheduling of off-duty employment that is police related will be arranged by a member appointed by PBA Local No. 251, and such employment schedule shall be made up by him and submitted to the Commanding Officer for his authorization, which shall not be unreasonably withheld. Police personnel will have the option to work these police related jobs and all employment of off-duty officers will be voluntary.
- I. Police personnel must wear duty uniforms or similar attire directly mandated by the Commanding Officer or his designate. The Commanding Officer may alter uniforms to meet the needs, or as he sees fit.
- J. No employee who is receiving full compensation from the Borough under sick leave, death leave, temporary disability as hereinafter defined, workers' compensation as herein after defined or any authorized leave of absence with pay

shall be permitted to hold secondary employment and receive compensation therefore without the prior approval of the Borough. If any such individual holds secondary employment and receives compensation therefore without prior approval of the Borough, the Borough shall be reimbursed by the employee to the extent of the compensation received from the secondary employment and, further, this shall be a basis upon which the Borough may terminate the authorized leave status of the employee and also may initiate appropriate disciplinary actions under the provisions of the contract.

ARTICLE IX

CHARGES OR COMPLAINTS AGAINST EMPLOYEES

- A. Charges or complaints in writing against any member of the Police Department shall be investigated by the Commanding Officer and management personnel. In the event the Commanding Officer determines that discipline beyond a reprimand is warranted, the matter may be appealed to the Director of Public Safety, as covered in the rules and regulations of the Police Department.

- B. The Director of Public Safety may return the matter to the Commanding Officer for further investigation, dismiss the matter, or determine that formal charges shall ensue.

- C. In any case, the Borough shall follow the requirements of N.J.S.A. 40A:14-147 et seq. in connection with any charges brought against a police officer.

- D. In the event of a formal hearing before the Director of Public Safety or designee, the officer will be notified in writing of the hearing date, charges, complainant's name and the names of any witnesses.

- E. The accused officer or officers shall have the right to be represented by counsel during a formal hearing and have the right to consult with and be represented by counsel at any step of the procedure.

- F. Officers have the right to retain counsel of their own choice in civil matters and to reimbursement at a rate not to exceed the rate of outside legal counsel for general legal representation of the Borough unless the Borough has appropriate insurance coverage. Employees brought up on disciplinary charges shall only receive legal costs as specified above and provided by N.J.S.A. 40A:14-155 if totally exonerated of charges as provided by case law.
- G. An employee who is called in for questioning during an investigation, which the employee has reasonable cause to believe that the end result of said question and investigation could lead to disciplinary action, has the right to request and have present a representative of the choosing prior to answering any questions.

ARTICLE X

VACATION

- A. A full-time officer shall be granted the following vacation leave after serving twelve (12) months employment with the Borough:
1. Ten (10) working days vacation for service of one (1) through five (5) years;
 2. Fifteen (15) working days vacation for service of six (6) through ten (10) years;
 3. Twenty (20) working days vacation for service of ten (10) years or more;
 4. Twenty-five (25) working days vacation for service of fifteen (15) years or more.
- B. Time for vacation should be taken in the year earned. Time will be considered by anniversary year. Exceptions to this must be approved in advance by the Borough.
- C. Extra compensation shall not be allowed in lieu of unused vacation, as it is desired that each officer take advantage of the annual vacation period for health, rest, relaxation and pleasure.
- D. If an employee is out of work for any thirty (30) consecutive days by reason of an accident or illness that occurs off duty, they shall lose 1/12 of the vacation benefits in the succeeding year. They shall lose an additional 1/12 of vacation benefits in the next succeeding year for each additional thirty (30) consecutive calendar days that they are out of work during the calendar year to the extent that an employee who does not work during an entire calendar year shall receive no vacation benefits in the next succeeding year.

ARTICLE XI

CLOTHING ALLOWANCE

If a mandatory change in uniform is imposed by the Borough the cost shall be borne by the Borough for the full initial uniform equipment. Changes requested by the PBA with the Commanding Officer's approval shall be paid by the officers.

ARTICLE XII

OVERTIME

A. Overtime shall be defined as all time worked in excess of the normal work schedule. Overtime shall not include time worked, which is less than fifteen (15) minutes prior to the beginning of shift changes between officers. No pay for overtime shall be allowed unless authorized by the Commanding Officer or other designated Superior Officer.

1. Overtime shall be defined as time worked in excess of forty hours when a police officer is in attendance at a police academy or assigned to the Bureaus of Investigations, Traffic or Juvenile.

2. Overtime shall also be defined as time worked in excess of an eight (8) hour tour of duty when an officer is assigned to a five day per week schedule, when an officer works a formal day off, when an officer works more than five (5) days if assigned to any other schedule, or when undertaking training activities outside of the officer's normal schedule.

B. Overtime shall be compensated at time and one-half times the officer's base regular rate of pay including college credit and longevity if applicable.

C. At the police officer's option, overtime may be paid either by payment or by

compensatory time of at time and one-half the number of hours worked. A maximum of one hundred twenty hours of compensatory time may be accumulated only with the approval of the Commanding Officer or his designee. Compensatory time off may be utilized only with the prior approval of the Commanding Officer or his designee.

- D. All compensatory time shall be utilized in the year in which it is earned and may not be carried into the next succeeding year unless the police officer has not been afforded the opportunity to utilize said compensatory time. Maximum sixty (60) hours compensatory time may be carried into the next succeeding year only with the approval of the Director of the Department of Public Safety following the favorable recommendation of the Commanding Officer.

- E. In the event that an officer is called in for duty on a day off or is called in to duty after the officer has been released from their tour of duty, they shall be paid a minimum of two (2) hours pay at time and one-half their base rate including college credit and longevity if applicable.

- F. For purpose of calculating the forty-hour workweek, contractual days off shall be considered time worked.

ARTICLE XIII

ANNUAL PHYSICAL EXAMINATION

Each police officer may, at the Borough's discretion, be required to have a physical examination administered by a physician and/or medical laboratory of the Borough's choice. The extent of such physical examination shall be determined by the Borough after consultation with reliable medical authorities. The result of the physical may only be utilized for purposes permitted by law.

ARTICLE XIV

SALARY GUIDE

A. All employees hired after July 1, 1987 shall be paid on a week-delayed payroll basis. Current employees may be converted to a week delay basis at the sole discretion of the Borough if no loss in salary occurs. All wages are shall be as set forth in Appendix A.

1. All step movements will take place on January 1st of each year.

B. Corporal Positions

1. The position of Corporal is an assignment and will be handled as all other assignments in the department are assigned.

2. The Corporal stipend of \$1,200.00 as compensated for shift supervisor shall be paid in equal payments the first pay in June and the first pay in December. In the event of a personnel change during the calendar year, January 1 to December 31, the \$1,200 will be prorated to reflect actual time served in the Corporal capacity. An officer other than Corporal, who acts as a shift supervisor will be paid an additional \$15.00 per shift payable quarterly.

3. In the event a uniform change is necessary, the Borough will comply with the collective bargaining agreement requirements.

ARTICLE XV

SICKNESS AND SICK LEAVE

- A. The Borough shall arrange for a group policy covering temporary disability for all of the full-time members of the Police Department represented by the PBA. It is understood by the Borough and the PBA that the Borough currently has in existence a policy with the State of New Jersey providing this coverage. The policy is available for inspection by the PBA and, in addition to other requirements, mandates that an officer may not receive temporary disability benefits unless the officer has exhausted all accumulated sick days. To have a valid claim, the police officer must fulfill the requirements of the State Disability Plan.
- B. Each full-time member of the police department shall be entitled to sick leave with pay at the rate of one (1) day for each thirty (30) calendar days, to a maximum of twelve (12) days in any calendar year. Any police officer commencing employment after January 1, 1985, shall earn one (1) day for each thirty (30) calendar days commencing with the first date of employment. Unused sick days may be accumulated without limitation. It is understood that for purpose of buy out, a maximum of only one-hundred-ten (110) day may be accumulated, which includes those days accumulated, if any, as of December 31, 1981, as further discussed in Paragraph "D" hereafter.
- C. Upon death, or upon retirement, with not less than twenty (20) years nor more than

twenty-five (25) years of service credited to the pension system, the Borough shall pay the police officer, or where appropriate, their estate for a accumulated sick leave in an amount equal to one (1) day's pay for each five (5) days of accumulated sick leave as of the first of the month following the date of death or retirement as aforesaid, not to exceed twenty two (22) days for one hundred ten (110) days accumulated.

D. Upon death, or upon retirement, with not less than twenty five years of service credited to the Pension System, the Borough shall pay the police officer, or where appropriate, their estate, for all accumulated sick leave as of the first of the month following the date of death or retirement as aforesaid not to exceed sixty-six (66) days for one hundred ten (110) accumulated.

E. The Borough shall enter on the Personnel records of each police officer the number of sick days that the police officer has accrued as of December 31, 1981. The police officer shall exhaust these sick days as provided in Paragraphs A and B of this Article. However, even if the days are fully exhausted prior to retirement or death of the police officer, the officer shall nevertheless be considered to have earned the cumulative value of those sick days for conversion and payment pursuant to Paragraph C of this Article when the officer has retired with twenty years of service with the Borough or shall have died prior to retirement.

F. "Sick Leave" shall mean paid leave that may be granted to each employee who, through sickness or injury that is non-job related, has become incapacitated to a degree that makes it impossible for them to perform the duties of their position or who is quarantined by a physician because of exposure to a contagious disease. Sick leave may also be used to care for a sick member of the immediate family or a relative residing in the household.

1. To be eligible to receive a regular compensation during any such period of sick leave, the employee shall provide the following:
 - a. Notify the Borough at least four hours prior to the time they would normally begin their work, absent emergent circumstances. The notice shall state the nature of the illness or the injury, the inability to report to work and the probable duration of the illness or injury.
 - b. A certificate from a licensed practicing physician or dentist may be required when absence caused by illness or injury exceeds three (3) consecutive working days in duration, but shall be required when absence caused by illness or injury exceeds five (5) consecutive working days in duration. In addition, said certification may be required from the first day of all absence due to illness or injury, which constitute the third absence due to illness, or injury of an employee in a calendar year.
 - c. The employees shall not be eligible to receive their usual compensation unless the employee files with their immediate supervisor and the supervisor in turn files with the Borough Personnel Officer the certification required by Subsection E3 hereof, setting forth precisely the nature of the illness or injury, the inability to work and the probable duration of the disability.

G. Upon request of the Borough, an employee applying for sick leave benefits, temporary benefits or workers' compensation benefits shall be required to submit to an examination by a physician or physicians designated by the Borough, the cost of

said examinations to be borne by the Borough.

- H. When no sick time is used in a six month period, the officer may elect to convert three accrued sick days to a non-compensable Emergency Day. This conversion is not accruable and not compensable above the base pay for a day leave. Option must be exercised in the succeeding six-month period.

ARTICLE XVI
INSURANCE

A. Life Insurance

The Borough shall provide and maintain life insurance coverage in the amount of \$20,000.00 for each police officer covered by this agreement in addition to any and all insurance coverage now in effect after two (2) months service with the Borough. False arrest insurance up to 1985 limits and liability insurance shall be and is provided by the Borough as part of its overall insurance coverages. The Borough reserves the right to self-insure false arrest insurance.

B. Medical Plan

The Borough shall continue to provide Blue Cross-Blue Shield Traditional Plan to those employees who are enrolled in the Plan as of June 1, 2007. Should an employee decide to exit the Traditional Plan, they will no longer be able to re-enter.

C. The Borough shall also provide Blue Cross-Blue Shield Direct (NJ Plus) Plan to all employees and those employees currently in the HMO Plan shall, at the earliest date established by the Employer, enroll in the Blue Cross-Blue Shield Direct Plan. Effective thereafter, the HMO Health Plan will be eliminated.

D. Contributions

1. Effective August 1, 2007, the employees currently employed by the Borough will contribute one percent (1%) of their annual base wage for

- medical benefits, which will be deducted equally from each pay check.
2. The Borough will assume the entire cost of hospitalization and major medical and pay all premiums for employees who have retired on a disability pension or after 25 years or more service credited to the pension system.
 3. Effective August 1, 2007 the Employer will establish a Section 125 Plan under which health benefit deductions will applicable.

E. Prescription Plan

The Borough shall provide a fully paid Prescription Plan to all employees.

Employees shall be required to pay a co-payment for each prescription as follows:

July 1, 2008 and thereafter:

\$10.00 for generic drugs

\$20.00 for brand named drugs

\$25.00 for formulary drugs

Mail Order drugs shall have the same co-payment for a three-month subscription.

July 1, 2010 and thereafter:

\$10.00 for generic drugs

\$20.00 for brand named drugs

\$30.00 for formulary drugs

Mail Order drugs shall have the same co-payment for a three-month subscription.

1. An employee or their dependents who are on “maintenance drugs” are required to use the “mail order” plan. Should an emergency arise whereby the employee or their dependents be in urgent need for a maintenance drug and for just cause, could not be obtained through the “mail order” plan, the employee or dependent would be permitted to fill their order through normal means.

F. Dental Plan

The Borough shall provide a dental plan with substantially similar benefits to Delta

Dental Plan IIIb with the following minimum benefits:

1. Eligible patient benefits payable \$1,500.00 per year. Orthodontic patient benefits payable \$1,000.00 per case.
2. \$25.00 deductible per individual. \$75.00 family maximum aggregate deductible.
3. Co-payments (Plan/Employees)
 - a. Prevention/diagnostics 100%/10%
 - b. Restorative basic benefits 80% / 20%
 - c. Prosthodontic benefits 50% / 50%
 - d. Orthodontic benefits 50% / 50%
4. Area participating dentists.

G. The Borough reserves the right to change insurance carriers, so long as substantially similar benefits, coverages and administration is provided. The Borough shall provide the PBA forty-five (45) days advance notice of any change in insurance carriers and shall provide the PBA with the Master Plan Documents for both the current health benefit plan(s) and the one or more to be provided under the new insurance carrier.

ARTICLE XVII

PROFESSIONAL EDUCATION

- A. The Employer is committed to the continuing education and professional development of its Police Officers. The Employer recognizes, accepts, and agrees with the concept of continuing education and professional development of employees where it directly relates to the Police Officer's job.

The Employers agrees to compensate any employee for costs incurred for college courses in the pursuit of an accredited degree in criminology, criminal psychology, criminal justice or other program related specifically to police work as determined solely by the Business Administrator and/or Director of Public Safety. Any employee who is currently matriculated in a Degree Program which does not fall within the aforementioned disciplines shall be permitted to continue this Degree, so long as it is continuous.

B. Educational Compensation

1. All employees who, as of December 31, 1987, were entitled to receive \$1,300 per annum for an Associates Degree in Police Science, Psychology, Sociology, Political Science and/or Public Administration or, \$2,600 per annum for a Baccalaureate Degree in Police Science, Psychology, Sociology, Political Science and/or Public Administration will continue to receive this compensation.

2. Any employee hired prior to February 1, 1980 shall receive in addition to other salaries, twenty dollars (\$20.00) for each credit hour earned in a recognized college with a grade of “C” or better. Such determination shall be in accordance with provision of Ordinance No. 254 adopted November 6, 1969, as amended by Ordinance No. 281, adopted July 1, 1971, now in effect. The additional remuneration noted above, shall only be payable by the Employer upon presentation of proper certification of successful completion of courses.

3. Notwithstanding the above, all employees shall be entitled to pursue a degree (Associate, Bachelor or Master’s) subject to the following conditions:
 - a. The per credit rate shall be based on the Rutgers University - New Brunswick posted rate per “in-state” credit hour for an off-campus professional credit (2007 - \$478.50) See, web site www.rutgers.edu, select “Search Rutgers” on the top tool bar; input “off campus professional credit” in the search box; the first item is the “Off Campus Professional Credit Course”, highlight and look at the credit cost for “in-state” credit hour.
 - b. The minimum grade level of a “C” for an Associates or Bachelors Degree, a “B” or “P”, whichever is appropriate, for a Master’s Degree. Should these minimum grade levels are not achieved the employee shall not be entitled for reimbursement and should the Employer have already paid for said credits, the employee shall reimburse the Employer for the applicable credits.
 - c. Effective upon execution of this Agreement, employees shall only be entitled to receive one (1) Degree that is paid for by the Employer. If an

employee, including any employee who is currently matriculated as of the execution of the contract, has received a degree paid for by the Employer prior to January 1, 2007 they would be eligible to pursue another higher degree

- d. The Employer will pay for the cost of required books for courses as set forth in Section A above. The employee should make an effort to obtain a turn-in credit to the Employer for the books used. If not possible, books shall be given to the Employer within thirty (30) days of the last day of classes and shall remain the property of the Employer.
- e. If an employee resigns within a three (3) year period from the receipt of monies for said education, the employee will be required to fully reimburse the Employer for all monies paid under this Article.
- f. To be eligible to receive educational compensation, an employee hired as a police officer in the Borough of Tinton Falls shall serve a probationary period of two (2) years during which time he/she shall not receive the benefits set forth in this Article.
- g. All employees must complete their course of study prior to the end of their eighteenth (18th) year of service with the Borough, unless they are currently matriculated in a degree program that would take them past their eighteenth year of service.
- h. Employees hired after August 1, 2007 shall not be eligible to participate in this Program.

ARTICLE XVIII

MAINTENANCE OF STANDARDS

This agreement is not intended to alter the rights, benefits, or obligations of members of the Department, pursuant to existing Ordinances of the Borough, the Laws of the State of New Jersey, and of the United States of America except that where provisions of existing resolutions or ordinances of the Borough are directly inconsistent with provisions of this Agreement, the provisions of this Agreement shall control. This Agreement will control all negotiable terms and conditions of the employment for Police Officers in the Borough of Tinton Falls.

ARTICLE XIX

SEPARABILITY AND SAVINGS

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

ARTICLE XX

LAYOFF

Employees laid off shall be given a minimum of two (2) weeks notice or two (2) weeks pay in lieu thereof.

ARTICLE XXI

LEAVES OF ABSENCE

A. All requests for leave of absence shall require the approval of the Borough except sick leave, court leave, or death leave, as hereinafter defined. A request for any type of leave shall be made sufficiently far in advance of the intended date of separation to permit approval by the Borough and to permit the Borough to make adequate arrangements to avoid loss of municipal services.

B. Leave Without Pay

Leave without pay shall be granted only to full-time regular and part-time regular employees. It shall be granted when the employee is seeking a leave of absence for illness and has exhausted their vacation leave. Written request for leave without pay must be initiated by the employee, favorably approved by the Commanding Officer and approved by the Public Safety Director to be effective. Such leave shall not be approved for a period longer than three (3) months at one time. The leave may be extended for an additional period upon written application and approval by the Borough.

C. If the employee is subpoenaed as a witness by a third party in a matter where the Borough is not party, their appearance in Court shall be an authorized leave and they shall not sustain a loss of compensation, but the employee shall supply the department head and the Borough with a copy of the subpoena.

ARTICLE XXII

MILITARY LEAVE

- A. Any full-time regular or part-time regular employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in field training shall be granted a military leave of absence for the period of such training upon presentation of such proper evidence as may be required, less credit for the compensation received from the National Guard, Naval Militia, Air National Guard or reserve component of the Armed Forces of the United States.
- B. When a full time regular or part-time regular employee, not on probation has been called to active duty or inducted into the military or naval forces of the United States, they shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service, provided they do not voluntarily extend such service. Such employee may be reinstated without loss of privileges or seniority, provided they report for duty with the Borough within ninety (90) days following their discharge from military service and shall have taken and passed the required physical examination by the physician designated by the Borough.

ARTICLE XXIII

MANDATORY TRAINING

It is agreed that one day of mandatory training per officer, per year, to be credited to compensatory time at straight time (no overtime payment for said training).

ARTICLE XXIV

TEMPORARY DISABILITY

- A. A group policy for temporary disability for non-job-related injuries or illness is provided to all full-time regular and part-time regular employees, effective after three (3) months of continuous service. The cost is paid in full by the Borough.
- B. In addition to the benefits payable under the group policy for temporary disability, the Borough shall pay to the employee the difference between their regular salary and that which they received under the group policy for a period of time dependent upon their length of service as set forth in the following schedule:

<u>Length of Service</u>	<u>Weeks of Benefit at full pay</u>
Less than 6 months	None
6 months to 1 year	2
1 year to 5 years	4
5 years to 10 years	12
10 years to 15 years	16
15 years to 20 years	20
20 or more years	26

- C. For an employee to receive the benefits of this section, they must complete the necessary application and be approved for payment under the group policy maintained by the Borough. If payment is rejected by the insurance carrier, it shall be conclusively presumed that the employee is not entitled to the benefits set forth in Subsection B above.

- D. The schedule set forth in Subsection B above shall not be cumulative, so that if not exhausted in a calendar year, it shall lapse. However, if a disabling injury shall occur in one calendar year, which carries into the next succeeding calendar year, the employee shall have the salary continuation benefits in each year. It is specifically intended that the number of weeks of salary continuation shall be on a calendar basis and shall be the total sum which an employee may receive in that year, irrespective of the number of disabling injuries that may have occurred.

- E. When the employee is receiving temporary disability benefits, they shall be responsible for payment of contributions toward the pension system and life insurance. For convenience, the Borough will handle the payments through payroll deduction, however, if the salary is discontinued due to temporary disability, a leave of absence pursuant to this contract must be required and approved to maintain coverage under life insurance and membership in the pension system.

- F. All usual employee benefits will continue in effect while an employee is receiving temporary disability benefit under this Article.

ARTICLE XXV

DISPOSITION OF RECOVERY FROM THIRD PARTY

If an employee shall receive any benefits against a third party by reason of an injury or illness which caused the employee to receive income continuation benefits under sick leave, temporary or workers' compensation provisions (Article VI) of this contract, the Borough of Tinton Falls shall have a lien excluding pain and suffering and punitive damages upon that portion of the recovery against the third party which represents the sum paid by the Borough to the employee.

ARTICLE XXVI

REIMBURSEMENT FOR PERSONAL ITEMS

During the term of this contract, the Borough will reimburse an officer a maximum of \$100.00 (total) for the replacement of an authorized personal item, restricted to a watch or religious medal. Proof of loss and/or damages and replacement cost(s) must be submitted in order to secure reimbursement, \$100.00 maximum per individual during the term of this contract.

ARTICLE XXVII

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will require to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and provisions of this Agreement shall commence no later than one hundred twenty (120) days prior to the date on which this Agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC).

APPENDIX A

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Step 14		\$95,899	\$100,215	\$104,724	\$109,437
Step 13		\$91,139	\$95,240	\$99,526	\$104,005
Step 12		\$86,379	\$90,266	\$94,328	\$98,573
Step 11		\$81,619	\$85,292	\$89,130	\$93,141
Step 10	\$76,350	\$76,859	\$80,318	\$83,932	\$87,709
Step 9	\$73,391	\$72,099	\$75,344	\$78,734	\$82,277
Step 8	\$70,430	\$67,340	\$70,370	\$73,536	\$76,846
Step 7	\$67,469	\$62,580	\$65,396	\$68,338	\$71,414
Step 6	\$64,509	\$57,820	\$60,422	\$63,140	\$65,982
Step 5	\$61,548	\$53,060	\$55,447	\$57,943	\$60,550
Step 4	\$58,587	\$48,300	\$50,473	\$52,745	\$55,118
Step 3	\$55,625	\$43,540	\$45,499	\$47,547	\$49,686
Step 2	\$52,666	\$38,780	\$40,525	\$42,349	\$44,254
Step 1	\$49,407	\$34,020	\$35,551	\$37,151	\$38,822
Academy	\$28,137	\$29,260	\$30,577	\$31,953	\$33,391