

AGREEMENT

BETWEEN BOROUGH OF BAY HEAD  
AND

BAY HEAD POLICE DEPARTMENT EMPLOYEES

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January 1, 2021 through December 31, 2024

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**PREAMBLE**

This Agreement made this \_\_\_\_ day of March, 2021, by and between the Borough of Bay Head, a municipal corporation of the State of New Jersey (the “Borough”), and the Bay Head Police Department Employees (the “Association”).

**WITNESSETH:**

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Borough and its employees and to establish a basic understanding relative to compensation, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other as follows:

## ARTICLE 1

### RECOGNITION AND SCOPE OF AGREEMENT

- A. The Borough hereby recognizes the Association as the sole and exclusive representative of all the employees in the bargaining unit as defined herein for the purpose of collective bargaining and all activities and processes relative thereto.
- B. The bargaining unit shall consist of all probationary and permanent members of the Police Department of the Borough of Bay Head, New Jersey, now employed or hereafter employed, except the Chief of Police. This Agreement shall govern compensation, hours of work and other conditions of employment herein set forth.
- C. This Agreement shall be binding upon the parties hereto.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE 2

### COLLECTIVE BARGAINING PROCEDURE

- A. The duly authorized bargaining agent of each of the parties shall conduct collective bargaining with respect to compensation, hours of work and other conditions of employment.
- B. Collective bargaining meetings shall be held at times and places mutually convenient, at the request of either party.

### ARTICLE 3

#### DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees of the Bay Head Police Department because of their activity or employment in the Department. Neither the Borough nor the members of the Bay Head Police Department shall discriminate against any employee on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status, disability, or political affiliation.

## ARTICLE 4

### HOURS

- A. The work day shall consist of not more than 10 consecutive hours in a 24 hour period, for officers assigned to a 10 hour shift, except as mutually agreed to by the parties.
- B. The work day shall consist of not more than 12 consecutive hours in a 24 hour period, for officers assigned to a 12 hour shift, except as mutually agreed to by the parties.
- C. The normal work schedule shall consist of eighty (80) hours of work during a two (2) week pay period.
- D. The scheduled shifts shall continue as they are currently in force, unless hereinafter changed and mutually agreed to by the parties.

## ARTICLE 5

### OVERTIME

- A. The Borough agrees that overtime consisting of time and one-half shall be paid to all employees covered by this Agreement for hours worked in excess of 80 hours in a two week pay period, or beyond an employee's scheduled shift. All such overtime is to be authorized by the Chief of Police.
- B. It is recognized that employees may be required to report in advance of the shift starting time and for the purpose of report making to remain after the termination of a shift. In accordance with this recognition, no overtime shall be paid for a 15 minute period prior to the commencement of a shift or for a 15 minute period after the termination of a shift. In the event any employee is required to report earlier than fifteen (15) minutes before their shift, or stay later than fifteen (15) minutes after their shift, the employee shall be paid for all time worked in excess of the regular work day.
- C. At any time an employee is summoned for overtime duty, he shall be entitled to be paid a minimum of 4 hours at the overtime rate from the time of arrival.
- D. Overtime shall be offered as either paid overtime or compensatory time at the request of the employee and with the approval of the Chief of Police. In either case, the amount of pay or compensatory time shall be calculated at the overtime rate. Compensatory time shall be used or taken during the year in which it was earned and shall not carry over into the next calendar year. Any unused compensatory time shall be submitted to the Borough's payroll department by December 1st for payment during the month of December. Compensatory time submitted for payment shall be paid at the rate in which it was earned. Compensatory time shall be recorded and tracked in a separate account.



## ARTICLE 6

### ANNUAL BASE SALARY

- A. Effective January 1, 2021, the annual base salary each of the following classifications, for employees hired prior to January 1, 2016, shall be:

| Year of Service | 2021      | 2022      | 2023      | 2024      |
|-----------------|-----------|-----------|-----------|-----------|
| First           | \$49,945  | \$51,443  | \$52,729  | \$54,047  |
| Second          | \$57,038  | \$58,749  | \$60,218  | \$61,723  |
| Third           | \$64,127  | \$66,051  | \$67,702  | \$69,395  |
| Fourth          | \$71,220  | \$73,357  | \$75,191  | \$77,071  |
| Fifth           | \$78,312  | \$80,661  | \$82,678  | \$84,745  |
| Sixth           | \$85,406  | \$87,968  | \$90,167  | \$92,421  |
| Seventh         | \$92,498  | \$95,273  | \$97,655  | \$100,096 |
| Eighth          | \$99,589  | \$102,577 | \$105,141 | \$107,770 |
| Ninth           | \$106,681 | \$109,882 | \$112,629 | \$115,444 |
| Tenth           | \$113,773 | \$117,187 | \$120,116 | \$123,119 |

- B. Effective January 1, 2021, the annual base salary each of the following classifications, for employees hired January 1, 2016 or after, shall be:

| Year of Service                           | 2021     | 2022     | 2023     | 2024     |
|-------------------------------------------|----------|----------|----------|----------|
| Academy 1                                 | \$43,389 | \$44,691 | \$45,808 | \$46,953 |
| Probationary<br>Officer / First<br>year 2 | \$49,945 | \$51,443 | \$52,729 | \$54,047 |
| Second                                    | \$54,853 | \$56,499 | \$57,911 | \$59,359 |
| Third                                     | \$59,765 | \$61,558 | \$63,097 | \$64,674 |
| Fourth                                    | \$64,673 | \$66,614 | \$68,279 | \$69,986 |
| Fifth                                     | \$69,584 | \$71,672 | \$73,464 | \$75,301 |
| Sixth                                     | \$74,493 | \$76,728 | \$78,646 | \$80,612 |

|            |           |           |           |           |
|------------|-----------|-----------|-----------|-----------|
| Seventh    | \$79,404  | \$81,786  | \$83,831  | \$85,927  |
| Eighth     | \$84,313  | \$86,842  | \$89,013  | \$91,239  |
| Ninth      | \$89,223  | \$91,900  | \$94,198  | \$96,553  |
| Tenth      | \$94,133  | \$96,957  | \$99,381  | \$101,866 |
| Eleventh   | \$99,044  | \$102,015 | \$104,565 | \$107,179 |
| Twelfth    | \$103,953 | \$107,072 | \$109,749 | \$112,493 |
| Thirteenth | \$108,864 | \$112,130 | \$114,933 | \$117,806 |
| Fourteenth | \$113,773 | \$117,187 | \$120,116 | \$123,119 |

- 
1. Academy year means one full year from date of swearing in for officer who have to attend the full Academy program after hire.
  2. Probationary Officer/First year means one full year from date of swearing in for officers who have already attended the full Academy before being hired but may have to complete the Police Training Commission Waiver Program and means the next step after Academy year for officers attending the full Academy after hire.

ARTICLE 6A

ANNUAL BASE SALARY – SUPERVISORY POSITIONS

C. Effective January 1, 2021, the annual base salary for the following classifications shall be:

| Title      | 2021      | 2022      | 2023      | 2024      |
|------------|-----------|-----------|-----------|-----------|
| Sergeant   | \$119,530 | \$123,116 | \$126,194 | \$129,349 |
| Lieutenant | \$124,311 | \$128,040 | \$131,241 | \$134,522 |
| Captain    | \$129,282 | \$133,160 | \$136,489 | \$139,902 |

ARTICLE 7

LONGEVITY

- A. No longevity increases and/or payments shall be due to any covered employee hired on or after January 1, 2012.
- B. Each employee shall be paid, in addition to annual base salary, a longevity payment based upon continuous years of employment as a regular officer in the Police Department as follows:

Continuous Years of Service

Annual Non-Cumulative  
Longevity Payment

|                     |                           |
|---------------------|---------------------------|
| 1 through 5 years   | 2% of Annual Base Salary  |
| 6 through 10 years  | 4% of Annual Base Salary  |
| 11 through 15 years | 6% of Annual Base Salary  |
| 16 through 19 years | 8% of Annual Base Salary  |
| 20 through 24 years | 10% of Annual Base Salary |
| 25 or more years    | 12% of Annual Base Salary |

- C. Longevity payments shall be calculated or recalculated immediately following the anniversary date of employment of each employee; paid bi-weekly; and included as part of the employee's regular paycheck.

## ARTICLE 8

### VACATIONS

- A. Each employee shall be entitled to annual vacation leave, credited at the beginning of each calendar year in anticipation of continued employment, based upon continuous years of employment as a regular officer in the Police Department as follows:

| Continuous Years of Service | Annual Vacation Leave       |
|-----------------------------|-----------------------------|
| 0 to 1 year                 | 7 working days (70 hours)   |
| 2 to 4 years                | 13 working days (130 hours) |
| 5 to 8 years                | 18 working days (180 hours) |
| 9 to 13 years               | 21 working days (210 hours) |
| 14 to 18 years              | 23 working days (230 hours) |
| 19 or more years            | 25 working days (250 hours) |

- B. The choice of vacation days will be based on seniority and will only apply to the first ten (10) vacation days. The balance, if any, will be left to the administrative discretion of the Chief of Police.
- C. No compensatory pay will be given for vacation days not taken.
- D. Up to ten (10) days can be carried over into the following year and no more than ten (10) days may be accumulated for payment upon retirement or resignation after January 8, 2007, as per N.J.S.A. 40A:9-10.3.

## ARTICLE 9

### PERSONAL LEAVE

- A. Each employee shall be entitled to five (5) personal leave days (50 hours) each year without deductions from any other leave time permitted, providing the employee shall notify the Chief of Police at least 3 days in advance.
- B. If less than three (3) days advance notice is given, entitlement to personal leave shall be at the discretion of the Chief of Police.
- C. No compensatory pay will be given if the personal leave days are not taken, nor can said days be accrued.

## ARTICLE 10

### HOLIDAYS

Any employee who is required to work on New Year's Day, Easter, Thanksgiving or Christmas shall be paid an additional one-half (1/2) times the employee's regular hourly rate of pay.

## ARTICLE 11

### SICK LEAVE

- A. Each employee shall be entitled to annual sick leave, credited at the beginning of each calendar year in anticipation of continued employment, in any calendar year as follows

| <u>Classification</u>                                      | <u>Annual Sick Leave<br/>Each Calendar Year</u> |
|------------------------------------------------------------|-------------------------------------------------|
| Probationary/Academy Patrolman                             | 5 working days (50 hours)                       |
| Patrolman - 1 <sup>st</sup> year                           | 10 working days (100 hours)                     |
| All other Patrolmen, Sergeants<br>Lieutenants and Captains | 15 working days (150 hours)                     |

- B. The amount of sick leave not taken in any calendar year shall accumulate from year to year.
- C. An employee may utilize sick leave when the employee is unable to perform work by reason of personal illness, accident, or exposure to contagious disease. An employee may use sick leave for short periods (not greater than three consecutive days) when a member of the immediate family of the employee is seriously ill, pursuant to federal and New Jersey Family and Medical Leave Act regulations.
- D. Sick leave shall not include any extended period where an employee serves as nurse or housekeeper to a member of the immediate family of the employee during a period of serious illness. An employee in such situation may apply for FMLA leave.
- E. An employee absent on sick leave for more than two days shall submit acceptable medical evidence substantiating illness to the Borough Clerk.



## ARTICLE 12

### PAYMENT FOR ACCUMULATED SICK LEAVE

- A. Any employee completing a minimum of 10 years of full time employment as a regular officer in the Police Department who has accumulated sick time shall be entitled to partial compensation upon retirement from full time employment in accordance with the Police and Firemen' s Retirement System (PFRS) or such other retirement system which may be in effect and approved by the Division of Pensions, Department of Treasury of the State of New Jersey.
- B. Any employee hired before January 1, 2012 qualifying for compensation under the terms of this provision shall be paid for accrued sick time at the rate of compensation not to exceed the total sum of \$20,000.00. Any employee hired on or after January 1, 2012 qualifying for compensation under the terms of this provision shall be paid for accrued sick time at the rate of compensation not to exceed the total sum of \$15,000.00. To the extent permitted by applicable law, if an employee resigns or is discharged for cause, the employee shall not receive compensation for any accumulated sick leave.
- C. An employee shall notify the governing body of his/her plans to retire before December 1<sup>st</sup> of the year prior to retirement so that the Borough may properly establish its budget. Upon retirement, an employee may receive accumulated sick time in a lump sum or, upon request, and at the discretion of the governing body, an employee may receive the accumulated sick time within 30 days after the final adoption of the Borough's annual budget during the year immediately following the year of retirement. The employee shall make this request at the time of giving notification of the claim for terminal leave.

## ARTICLE 13

### INJURY LEAVE

- A. If an employee is injured during the performance of his/her duty he/she shall receive Workers' Compensation in accordance with Workers' Compensation Regulations as administered by the Ocean County Joint Insurance Fund.
- B. If an employee is injured during the performance of his/her duty, he/she shall be granted an injury leave with full pay for a period of up to one (1) year upon certification by the Borough approved physician. The physician must certify that the employee is incapable of performing his/her duties as a police officer during the period of injury leave.
- C. During the period of injury leave, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.

## ARTICLE 14

### DEATH IN FAMILY

- A. In the event of a death in the immediate family (mother, father, husband, wife, children, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, step children, brother, sister) of an employee, the Borough shall grant a three (3) day leave of absence, with pay, to the employee.
- B. All applications under this provision shall be on a case-by-case basis upon the recommendation of the Chief of Police and Police Committee. This benefit may be denied if the Chief of Police and Police Committee determine that there will be insufficient police coverage should the benefit be granted.

## ARTICLE 15

### CLOTHING AND EQUIPMENT ALLOWANCE

- A. The Borough shall pay a yearly clothing and equipment allowance of up to \$1,200.00 to all permanent employees. The clothing and equipment allowance shall be drawn on an as needed basis upon application to the Chief of Police up to the maximum amount of the allowance.

## ARTICLE 16

### EDUCATION INCENTIVE

- A. The Borough agrees to pay each employee of the Department, in addition to annual base salary, an annual educational incentive based upon the following table:
1. Associates Degree in Police Science  
Upon Completion -\$500.00
  2. Bachelors Degree in Police Science  
Upon Completion -\$1,000.00
  3. Masters Degree in Police Science  
Upon Completion -\$1,250.00
  4. Emergency Medical Technician Certificate  
Upon Completion and each year upon receipt of proof of continued validity by the Borough Clerk -  
\$750.00
- B. An employee must complete his Probationary year as a regular officer in the Police Department before the employee shall be entitled to receive any payment under this provision.

## ARTICLE 17

### HOSPITAL, DENTAL AND MEDICAL INSURANCE

The Borough shall pay the cost, and provide hospital, dental, and medical insurance, including family coverage for each employee. The Borough agrees to maintain the level of coverage under the New Jersey Health Benefits Plan NJ Direct 10 for covered employees and their families under this Agreement. It is acknowledged that pursuant to law, the Borough may seek health coverage from other providers as long as said coverage is the equivalent or better than the above plan. Absent in an emergency, the Borough shall provide at least sixty (60) days notice of any change in insurance carriers to those employees enrolled before any change may be implemented and, upon request, provide those enrolled a detailed summary of the new plan as soon as possible thereafter, but no less than thirty (30) days before implementation of the new plan.

All members receiving health coverage from the Borough have paid towards their health benefits the statutory percentage of benefit costs mandated by Chapter 78, P.L. 2011 commencing on January 1, 2012, and paying the maximum statutory percentage mandated by law commencing on January 1, 2015. Commencing on January 1, 2016, and thereafter, all employees shall pay the percentage designated as year two (2) of the four year phase in of the premium chart under the New Jersey State Health Benefits Program for their selected plan as a contribution towards the cost of health benefits in full satisfaction of the obligation to contribute mandated by State law.

If the provisions of Chapter 78, P.L. 2011, or any other State law that requires employees to make a minimum contribution for health benefits coverage are ever repealed, allowed to lapse, amended, altered or ruled invalid, or otherwise unenforceable by a court or other competent jurisdiction for any reason, the parties shall reopen negotiations for the sole purpose of making compliance modifications to any health benefit contribution contractual language to effectuate the intent of the parties.

If this contractual provision providing for employee contributions for health benefits coverage is ever determined to be invalid or otherwise unenforceable by a court or other competent jurisdiction for any reason, the parties shall reopen negotiations for the sole purpose of making compliance modifications to the language to effectuate the intent of the parties.

The Borough shall continue to maintain the existing group Dental Plan.

## ARTICLE 18

### EXTRA DUTY AND OUTSIDE EMPLOYMENT

The Chief of Police shall have the right to issue general orders concerning extra duty performed for outside contractors to insure that public safety needs of the community are appropriately addressed and that such outside employment is carried out in accordance with applicable State rules and regulations.

Extra duty work performed for outside contractors, which assignments are undertaken at the sole option of the employee, shall be paid through the payroll system of the Borough. As of February 10, 2021, the general work rate is \$85.00 per hour, with the employer being permitted to subtract an administrative charge of \$15.00 per hour, netting the employee \$70.00 per hour. If extra duty work is performed between 7:00 p.m. and 7:00 a.m. the work rate shall be \$95.00 per hour with the employer being permitted to subtract an administrative charge of \$15.00 per hour, netting the employee \$80.00 per hour. These rates may be adjusted by the action of the governing body, after receipt of written agreement to proposed changes from the Association, during the terms of this agreement, but shall not be adjusted in such a manner as to provide for a lower hourly payment to employees than is currently paid for extra duty work.

The Borough and Association acknowledge that the general work rate to be paid to members of the Association for extra duty performed for outside contractors has been mutually established by the parties. Compensation to members of the Association for this outside employment is made through the normal payroll system of the Borough as required pursuant to Attorney General Formal Opinion 1997 No. 23. The Association acknowledges that this extra duty work is not mandated by the Borough and that the system is established as an accommodation to permit Association members to perform extra duty work for entities other than the Borough. The Association agrees, represents and warrants that it will not support or fund any lawsuit or challenge of whatsoever nature made by any individual or entity pursuant to the provisions of the Fair Labor Standards Act

The Borough and Association agree that a copy of this Article shall be filed with the Division of Local Government Services of the New Jersey Department of Consumer Affairs. This Article shall be void should its application be prohibited by any applicable mandate of the State of New Jersey.

## **OUTSIDE EMPLOYMENT**

Every officer and member of the Police Department shall devote his or her whole time and attention to the business of the Department, and he or she is expressly prohibited from following any other calling or being employed in any other business during the hours in which he or she is on duty. Any off-duty employment must be approved by the Chief of Police on the basis that the employment proposed shall not affect efficiency as a police officer nor reflect adversely upon his or her character or that of the Department. Prior to engaging in any outside business or employment, the member or employee shall submit a written request to do so to the chief of police, indicating the name of the business or outside employer, the nature of the business or employment, and the type of work to be done by the member or employee.



ARTICLE 19

PRISONER TRANSPORT

It is agreed that two employees shall be assigned to the duties of transporting prisoners outside of the municipality.

**ARTICLE 20**

**SEVERABILITY AND SAVING**

- A. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.
- B. If any such provisions are so invalid, the Borough and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

## **ARTICLE 21**

### **PRESERVATION OF RIGHTS**

The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of the Police Department which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

## ARTICLE 22

### GRIEVANCE PROCEDURE

Section 1. For the purposes of this Agreement, the term "grievance" as used herein means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any provisions of this Agreement affecting Employees covered by this Agreement.

Section 2. An aggrieved Employee shall present his/her grievance in writing within ten (10) working days of knowledge of its occurrence, or such grievance shall be deemed waived.

#### STEP ONE

The Employee and the union representative, or the Employee individually, but in the presence of the union representative, shall take up the grievance in writing with the Chief of Police as is applicable who shall answer the grievance in writing within five (5) working days.

#### STEP TWO

If the grievant and/or the union representative is not satisfied with the results of Step 1, then, within five (5) working days, the grievant or the union representative must deliver the grievance in writing to the Borough Administrator, on a form supplied by the Borough, who shall have five (5) working days in which to arrange a meeting between himself/herself, the grievant and the union representative or the grievant, individually, but in the presence of the union representative. The written decision of the Borough Administrator shall be issued within five (5) working days of the meeting.

#### STEP THREE

If the Employee and/or the Union is not satisfied with the results of Step 2, then such Employee and/or Union shall present the grievance in writing within five (5) calendar days to the Mayor and Council whose answer shall be in writing within ten (10) working days or in the event a Council Meeting is not held during said time, answer shall be given in writing within two (2) working days of the next regularly scheduled Council Meeting.

#### STEP FOUR

If the grievant and/or the Union is not satisfied with the results of Step 3, and if the grievance applies only to the specific terms of this locally negotiated, written Agreement, then the Union, no later than twenty-first (21<sup>st</sup>) calendar day after submitting the written grievance to the Mayor and Council, may bring the grievance to the New Jersey Public Relations Commission to be resolved according to its rules and regulations.

#### STEP FIVE

The Arbitrator appointed by the New Jersey Public Employment Relations Commission shall have no authority to add to or subtract from, modify, change or revise this locally negotiated, written Agreement, in any manner. Furthermore, he/she shall have no authority to issue an award pertaining to an administrative decision or policy, rules, regulation of the appropriate state agency or state statute pertaining to terms and conditions of employment which are not grounded in the locally negotiated written Agreement. The Decision of the Arbitrator shall be final and binding.

#### STEP SIX

It shall be the intention of the parties to settle all differences between the Employer and the Union through the grievance procedures of this Agreement. Therefore, the Employer agrees that it will not lock out its Employees, and the Union agrees that they will not strike, slow down or cause a slowdown, or engage in any work stoppage or the other job action during the term of this Agreement.

Any Employee who violates the terms of this Section shall be subject to discharge.

## ARTICLE 23

### MATERNITY /PATERNITY LEAVE

- A. Female Police Officers shall advise the Employer of a pregnancy. The rights of a female Police Officer shall include but not be limited to the following provisions:
1. The female Police Officer shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. The doctor shall be a physician of the female Police Officer's own choosing.
  2. In addition to the other provisions of this Article, the female Police Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.
  3. Upon return from maternity leave the Officer shall be returned to work without loss of seniority or benefits and shall be returned to the same position as worked prior to utilizing leave.
  4. The female Police Officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes.
  5. Upon return to active duty status, the female Police Officer shall be placed in the same position which she held before departing for maternity status.
- B. Both male and female Police Officers shall be permitted such time and such terms and conditions as are provided under the Federal Family Leave Act and the New Jersey Temporary Disability Benefits Law.

## ARTICLE 24

### PERSONNEL FILES

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an office of his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE 25

PAYROLL CHECKS

Effective January 1, 2022, payroll checks will be issued on a bi-monthly basis.



ARTICLE 26

TERM AND RENEWAL

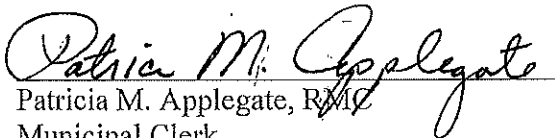
This Agreement shall have a term from January 1, 2021, through December 31, 2024. If the parties have not executed a successor agreement by December 31, 2024, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have authorized and caused this Agreement to be signed by their respective officers or agents on this 5<sup>th</sup> day of March, 2021.

ATTEST:

BOROUGH OF BAY HEAD

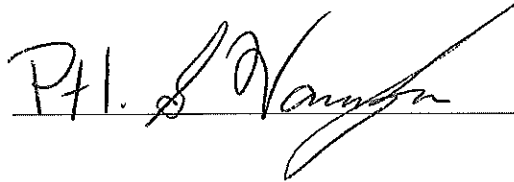
  
Patricia M. Applegate, RMC  
Municipal Clerk

  
William W. Curtis  
Mayor

ATTEST:

BAY HEAD POLICE DEPARTMENT

\_\_\_\_\_

  
Ptl. S. Vangor