

EMPLOYMENT CONTRACT AGREEMENT

BETWEEN

THE BOROUGH OF BEACH HAVEN

AND

THE POLICE DEPARTMENT OF THE BOROUGH OF BEACH HAVEN

January 1, 2021 through December 30, 2024

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AGREEMENT

This Agreement, made this of February, 2021 between the Borough of Beach Haven, hereinafter referred to as "Borough" or "Employer," and the officers of the Police Department of the Borough of Beach Haven, hereinafter referred to as the "Employees," is for the years of 2021, 2022, 2023 and 2024. The Parties further agree that this Agreement shall remain in effect until a new agreement is negotiated.

WITNESSETH:

Whereas, the Parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and other conditions of employment:

Now, therefore, in consideration of the mutual promises and covenant herein contained, the Parties hereto agree as follows:

ARTICLE 1: RECOGNITION

The employer hereby recognizes the Policemen's Benevolent Association of Long Beach Island. As the exclusive representative for all full-time patrolmen/women, sergeants, and lieutenants in its police department in the Borough of Beach Haven, New Jersey, but excluding the Chief of Police and Captain.

ARTICLE 2: MODIFICATIONS TO THIS AGREEMENT

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 3: MANAGEMENT RIGHTS

The Borough retains all rights and powers granted to it under applicable statute and the constitution of the State of New Jersey, Constitution of the United States, its ordinances, rules and regulations, except as specifically modified herein, to manage the operations of the Borough.

Nothing contained herein shall be construed to deny or restrict the Borough in its rights, responsibilities, and authority, under R.S. 11, 40, and 40a, or any other national, state, county, or local laws or ordinances without limiting any of the generality of the foregoing, management specifically reserves the right to:

- (a) Hire, promote, transfer, assign, reassign, appoint, reappoint, retain, reduce in force or lay off employees in positions covered by this bargaining unit who are full-time employees of the Borough, and for cause to suspend, demote, discharge, or take other disciplinary action against such employees;

- (b) Abolish any such positions for reasons of economy, efficiency, change in the organizational structure of the employer, or for any other good cause;
- (c) Maintain the efficiency of the Borough operations entrusted to the Borough Manager;
- (d) Determine the methods, means, and personnel by which all borough operations are to be conducted;
- (e) Take whatever actions may be necessary to carry out the mission of the Borough in any situation or emergency;
- (f) Take and prepare any actions that are necessary to effectively carry out the responsibilities of the Borough in police functions;
- (g) The rights of the Borough shall include, but not be limited to, the provisions set forth above in paragraph and it is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated;
- (h) It is understood by all parties that under the rulings of the Courts of New Jersey, the Borough is forbidden to waive any rights or powers granted to it by law.

ARTICLE 4: WORK CONTINUITY

- A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- B. The employees covenant and agree that during the term of this agreement neither the employees, nor any member of the bargaining unit, nor any person acting on 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 of employee from their position, or stoppage of work or abstinence in whole or in part, from the full, faithful, and proper performance of the employees' duties of employment), work stoppage, slowdown, or walkout.
- C. The employees agree that they will do everything in their power to prevent any members from participating in any strike work stoppage, slowdown or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.
- D. In the event of a strike, slowdown, or walk-out, it is covenanted and agreed that participation in any such activity by the employees shall entitle the Borough to take appropriate disciplinary action including possible discharge in accordance with applicable law.
- E. 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 employees.

ARTICLE 5: WORK PERFORMANCE

All Police Officers covered by this agreement will be expected to perform all duties as assigned by their superior officers or borough manager, subject to department of personnel rules and regulations. This shall include, but not be limited to, the specific functions which may be assigned from time to time by their Superior Officers or Borough Manager, or through borough work rules, personnel regulations, or other regulations.

ARTICLE 6: FULLY BARGAINED CONTRACT

The parties agree that they have negotiated on all matters that were or could have been negotiable and that any matter that was dropped or not brought up during the duration of these negotiations is not a matter covered by this agreement. The parties further agree that there are no additional promises, warranties, or guarantees other than those contained specifically in the language of this agreement.

ARTICLE 7: SEPARABILITY CLAUSE

If any court of competent jurisdiction or the legislature declares any article or section of an article of this agreement to be null and void, that article or section of an article so declared null and void shall be invalid, but all other articles of this agreement shall remain in full force and effect.

ARTICLE 8: WORK RULES

The Borough Manager and the Police Department Superior Officers will promulgate work rules to be followed by all of the employees covered by this agreement. These work rules shall be reviewed and revised, if necessary, on a regular basis. Each employee covered by this agreement will receive a copy of the work rules at the commencement of his/her date of employment and fifteen (15) days in advance of the issuance of any work rules or revisions or amendments to existing work rules, the employees in the department and the bargaining agent will receive a copy of the new work rules and any revisions, amendments or corrections. Final adoption and implementation of all work rules is at the discretion of the Borough Manager. Any changes in work rules that constitute a change in terms and conditions of employment must be negotiated.

ARTICLE 9: PERFORMANCE EVALUATION

The Borough reserves the right to conduct performance evaluations of all personnel covered by this agreement. Each employee will receive a copy of his/her performance evaluation. Performance evaluations shall only be conducted in accordance with the accepted standards of the New Jersey department of personnel rating system.

ARTICLE 10: GRIEVANCE PROCEDURE

- A. Definition: The term "grievance" as used herein means any controversy arising over the interpretation of adherence to the terms of this agreement that may be raised by an employee. The purpose of this procedure is to secure, at the lowest possible

level, an equitable solution to allegations which may arise regarding violations of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

- B. Time Limits of the Grievance Procedure: The time limits indicated at each level of the grievance procedure shall be considered as maximums. If at any time a grievant violates the time limits of this agreement, the grievance shall be considered advanced to the next step of the procedure.
- C. Steps of the Grievance Procedure: The following procedure constitutes the sole and exclusive method of solving grievances between the parties covered by this agreement and shall be followed in its entirety unless a specific step is waived writing by mutual agreement between the parties.
1. Step One: An aggrieved employee shall discuss his/her grievance with his/her immediate supervisor for the purpose of resolving the issue.
 2. Step Two: If the aggrieved employee is not satisfied with the disposition of his/her grievance at step one, or if no decision has been rendered within five (5) working days, he/she shall discuss his/her grievance with the Chief of Police within ten (10) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the difference between the aggrieved employee and the Chief of Police. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance on behalf of the employee and all others similarly affected.
 3. Step Three: In the event that a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee and one (1) copy shall be given to the Chief of Police within five (5) working days following the decision of the Chief of Police. The Chief of Police shall submit his written response to the grievant within five (5) working days of the receipt of the written appeal.
 4. Step Four: If the employee is not satisfied with the Chief of Police's response, the employee may appeal the decision within five (5) working days of receipt of the Chief of Police's response, to the Borough Manager. The borough manager will review the grievance and submit a written response to the employee within ten (10) working days of receipt of appeal.
 5. Step Five: If the employee is not satisfied with the Borough Manager's response, the employee may appeal the decision within five (5) working days of receipt of the Borough Manager's response, to the council members of the Borough. The council will review the grievance and submit a written response to the employee within ten (10) working days of receipt of appeal.
 6. Step Six: If the employee does not accept the decision of the council, he/she must appeal the decision within ten (10) working days of receipt of the councils' written response by the employee.
 7. Step Seven: Binding Arbitration:

- a. If a grievance is not settled under this article, such grievance shall, at the request of the employee or the Borough, be referred to the Public Employment Relations Commission for the selection of an arbitrator according to its rules.
- b. The arbitrator shall be bound by the provisions of this agreement and restricted to the application of the facts presented to the arbitrator involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendments or supplement thereto.
- c. The cost of the services and expenses of the arbitrator shall be borne equally between the Borough and the employee. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
- d. The arbitrator shall set forth his/her binding decision and reasons for making the award in writing. The award of the arbitrator shall be binding on the parties.

D. General Provisions

- 1. Grievances shall be processed promptly and expeditiously.
- 2. Formal grievances and appeals shall be filed in writing.
- 3. Communications and decisions concerning formal grievances shall be in writing.
- 4. A grievant shall be permitted a representative at all levels of the procedure.
- 5. There shall be no additional evidence submitted during the grievance process by either party once a grievance has been submitted to the commission.
- 6. Forms for grievance processing shall be developed between parties and shall be mutually agreed upon by the parties and distributed on an as-needed basis by either party.
- 7. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

ARTICLE 11: BEREAVEMENT LEAVE

- A. Bereavement leave of twenty (20) work days shall be granted in the event of the death of an employee's spouse, child, adopted child, or step-child.

Bereavement leave of five (5) work days shall be granted in the event of the death of the following relatives of an employee or his/her spouse: parent, grandparent, sister, brother, or grandchild.

Bereavement leave of two (2) days per death of a relative of employees shall be granted for an aunt, uncle, great-grandmother, great-grandfather, brother-in-law, sister-in-law,

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son-in-law, daughter-in-law, spouse's aunt, uncle, great-grandmother, great-grandfather, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

Bereavement leave of one (1) day per death of a niece or nephew of the employee or spouse.

Such bereavement leave is with pay and is not chargeable against vacation, personal or sick leave time. Where a common disaster results in the death of more than one such relative within forty-eight (48) hours, no more than ten (10) days bereavement leave shall be granted.

- B. In the event of the death of a member of an employee's family while said employee is on vacation or holiday leave, said employee shall be entitled to bereavement leave as it is authorized by this agreement and such leave shall not prejudice an employee's vacation rights granted by this agreement. The employee in mutual agreement with the Chief of Police in such cases shall be required to reschedule his unused vacation time in the same calendar year.

Exceptions to these time limitations may be made by the Chief of Police.

- C. Exceptions to these time limitations may be made by the Chief of Police or his /her designee upon timely notification by the officer when the deceased is buried in another state and the officer will be unable to return for duty and adhere to the time limitations stated above.

ARTICLE 12: ESTATE BENEFIT

- A. The Borough agrees to be responsible for the cost of all burial expenses for an active duty officer who dies while employed by the Borough, not to exceed \$10,000.00.
- B. In the event of the death of an employee whether on or off duty, his survivors will be paid for the employee's vacation days, holidays, personal days, compensatory time, salary and severance pay, etc. There will be no pro-rating. All of the above should be paid to the employee's survivor(s) within thirty (30) days, but in no event later than sixty (60) days from the date of death of said employee.

ARTICLE 13: MEDICAL BENEFITS

- A. All full-time employees covered by this Agreement, after serving awaiting period of two (2) months, are eligible to enroll in the Borough's hospitalization program during the next enrollment period. This program provides Blue Cross/Blue Shield and major medical insurance coverage for the employee, spouse, and unmarried children up to the age required by State and Federal law who live with the employee on a regular parent-child relationship.
- B. Employees shall contribute to the cost of benefits as required by P.L. 2011, C. 78.
- C. The benefits described above will also be provided at the expense of the Borough of Beach Haven, unless P.L. 2011, C. 78 requires any employee/retiree contribution, to employees upon retirement, provided said employees have attained twenty-five (25)

years of service in New Jersey Police and Fireman's Retirement System or its equivalent. Retirees shall contribute to the cost of coverage to the extent required by P.L. 2011, C. 78.

- D. Part time, temporary or seasonal employees are ineligible to participate or receive any benefits in the New Jersey State Health Benefits Program.
- E. In the event of an accident involving a municipal employee which results in personal injury or property damage, that employee must report the accident to the Chief of Police or his designee within one (1) hour after the accident occurs, if physically able, and if not, as soon as possible.
- F. The Borough reserves the right to change insurance carriers, provided the new carrier provides similar benefits, with no decrease in benefits.

ARTICLE 14: VACATION

Vacation time for full-time employees covered by this agreement shall be granted in accordance with the following schedule:

1. During the first twelve (12) months of service, employees are eligible for a total of one hundred and twelve (112) hours of vacation time.
2. After one (1) year, one hundred and twenty (120) hours of vacation.
3. After three (3) years, one hundred and twenty-eight (128) hours of vacation.
4. After six (6) years, one hundred and thirty-six (136) hours of vacation.
5. After nine (9) years, one hundred and forty-four (144) hours of vacation.
6. After twelve (12) years, one hundred and fifty-two (152) hours of vacation.
7. After fifteen (15) years, one hundred and sixty (160) hours of vacation.
8. After eighteen (18) years, one hundred and seventy-six (176) hours of vacation.
9. After twenty (20) years, one hundred ninety-two (192) hours of vacation.

No vacation time may be taken during the three-month probationary period immediately following full-time employment or during any calendar year between the last Monday in May before Memorial Day Weekend and the first Tuesday after Labor Day Weekend, in recognition that the summer months are peak work times of the employees of the Beach Haven Police Department. All vacations will be selected on the basis of seniority.

All vacation time shall be taken during the year in which it is earned, and can be used up to and including the May cutoff of the following year.

Employees who commence employment on or after May 21, 2010, may sell back up to forty (40) hours of vacation leave per year. Payment will be made in the second pay period in November. Employee must give notice of intent to sell back vacation days by November 1st of each year.

All vacations are subject to the approval of the Chief of Police or, in his absence, the next highest ranking officer, and will be scheduled so as not to unreasonably interfere with the operation of the Department to which the employee is assigned. However, such approval may not be unreasonably withheld.

An employee who has resigned or who has otherwise separated from employment in good standing shall be entitled to the vacation allowance prorated on the basis of the number of months worked in the calendar year in which the separation becomes effective.

If an employee leaves the employment of the Municipality before the end of the calendar year, having already taken a vacation allowance for the year, he or she will be charged with the unearned part of such vacation, which will be deducted from that employee's final paycheck.

If the employee's hiring date falls between January 1st and June 30th, inclusive, the employee will be credited with a full year toward years of service for calculating the amount of vacation. If the employee's hiring date falls after June 30th, the employee's first year of service will not be counted toward years of service for calculating the amount of vacation.

ARTICLE 15: SALARIES AND RATES OF PAY

A. The following scale is applicable to all employees.

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Provisional	44,256.00	45,362.00	46,496.00	47,891.00
1	50,669.00	51,935.00	53,234.00	54,831.00
2	57,082.00	58,509.00	59,972.00	61,771.00
3	63,495.00	65,082.00	66,709.00	68,711.00
4	69,908.00	71,656.00	73,447.00	75,650.00
5	76,321.00	78,229.00	80,185.00	82,590.00
6	82,734.00	84,802.00	86,922.00	89,530.00
7	89,147.00	91,376.00	93,660.00	96,470.00
8	95,560.00	97,949.00	100,398.00	103,410.00
9	101,973.00	104,522.00	107,136.00	110,350.00
Sergeant	111,846.00	114,642.00	117,508.00	121,033.00
Lieutenant	122,707.00	125,775.00	128,919.00	132,787.00

Officers shall be at the provisional step while attending the academy. Officers shall enter Step 1 upon completion of the Academy and then progress to each step after service of one full year in the prior step. Step movement shall occur on the employee's anniversary date. Employees shall be entitled to an annual salary differential of \$1,500.00 upon completion of four (4) years as Sergeant or Lieutenant.

Shift Commander: Any patrolman, who has the responsibility of being in charge of a shift, shall receive shift commander's pay for each shift the patrolman is in charge. Shift Commander's pay will be 110% of his/her regular one-day pay. Shift Commander compensation shall be paid in the second pay in November for the previous 12-month period (November 1 - October 31).

ARTICLE 16: PERSONAL LEAVE

Except for all employees hired prior to January 1, 2009, employees covered by this agreement are entitled to sixty (60) hours of personal leave per year.

Any and all employee hired after January 1, 2009, and covered by this agreement, are entitled to receive a maximum of forty-eight (48) hours of personal days.

Personal leave is not cumulative. If the employee makes a written request for a personal day 48 hours before the commencement of the shift in which the time off is being requested begins, the leave shall be granted provided an emergency situation does not exist. No more than one personal day per shift, on a first request basis, shall be permitted unless, at the discretion of the Chief or his/her designee, there is adequate manpower to cover the shift. If a request is made on the Chief's day off or weekends, it will be the requesting officer's responsibility to notify the Chief or his/her designee so he can make the necessary schedule change. If the request is less than 48 hours before the personal time off is to begin, all best efforts shall be made by the Chief to accommodate such late request, or, in his absence, the Commanding Officer on duty.

Compensation Time: Employees covered by this agreement are entitled to compensation time off, when the other Borough employees receive time off, other than holidays. This time is to be taken when available and no overtime is involved to cover days off as compensation time.

ARTICLE 17: EYEGLASS REPAIR

If an employee has his/her eyeglasses damaged during working hours in the line of duty, the Borough will pay for the replacement of the frame and/or lenses, upon submission of the broken frames and/or lenses to the Chief of Police, or in his absence, to the next highest ranking officer in charge, with a written report of the incident. Said report shall be signed by the officer requesting repair or replacement.

The Borough will provide group vision care through Vision Service Plan (VSP), Plan C, \$:10.00 deductible for the employee plus dependents or its equivalent.

ARTICLE 18: COLLEGE REIMBURSEMENT AND INCENTIVE PROGRAM

A, Tuition Reimbursement. The Borough agrees that the amount and quality of any employee's education often determines the value of his/her contribution to the community and the degree of proficiency with which he/she performs his/her duties. Thus, with the prior approval of the Borough Manager, and the submission of a request for approval prior to the commencement of the course, the employer shall pay 50% of the college tuition and books for all Law Enforcement, Criminal Justice, Public Administration, or related curriculum.

B. College Incentive. Any officer who possesses the following degree shall receive the respective compensation added to his/her pensionable base salary:

Associate's Degree \$750

Bachelor's Degree \$1,500
Master's Degree \$2,250

Employees shall receive one stipend only, which shall be for their highest degree earned.

Upon graduation and the awarding of his/her degree, the employee who has received tuition money from the Borough shall waive his/her college incentive program compensation for that amount of time required to reimburse the Borough for the amount the Borough expended related to his/her education.

C. Per Credit Incentive. In order to provide an incentive to encourage employees to achieve the advantages of higher education, the Borough agrees that each employees who, with prior approval from the Manager, receives academic credits for study in law enforcement curriculum shall be paid a college incentive compensation at the rate of \$10 per credit per annum additional compensation.

D. Such additional college and/or credit incentive compensation shall be added to and become part of the officer's annual salary, commencing the pay period next following production of evidence or proof of completion of said credits or degree, which shall be pro rated for any partial year.

ARTICLE 19: DISCIPLINE

Employees under this agreement may be disciplined for reasonable cause. Any employee who is to be disciplined will be notified in writing of the nature of the discipline.

Oral reprimands shall be removed from an employee's personnel file after one year of good behavior. Written reprimands shall be removed from an employee's personnel file after two (2) years of good behavior.

The borough manager and the governing body reserve the right to determine the specific type of disciplinary action necessary in any specific instance.

Appeals of disciplinary decision shall be subject to the grievance procedure.

ARTICLE 20: LONGEVITY PAY

Each employee represented by this contract shall be paid in addition to, and together with their annual base salary as listed in Article 15 thereof, additional compensation based on the length of his/her service, as fixed and determined by the following schedule:

YEARS OF SERVICE

PAYMENT OF ANNUAL BASE SALARY

For employees commencing employment before January 1, 2012

Until Completion of Eight Years	8%
Commencement of 15 th Year of Service	9%
Commencement of 20 th Year of Service	10%

For employees commencing employment after January 1, 2012



Upon Completion of 3 rd Year of Service	\$500.00
Upon Completion of 4 Years	\$1,500.00
Upon Completion of 5 Years	\$2,000.00
Upon Completion of 6 Years	\$2,500.00
Upon Completion of 7 Years	\$3,000.00
Upon Completion of 8 Years	\$3,500.00
Upon Completion of 9 Years	\$4,000.00

A salaried employee shall begin receiving longevity pay on the first pay period of January of his/her fourth year of continuous service with the Borough of Beach Haven.

If the employee's hiring date falls between January 1st and June 30th, inclusive, the employee will be credited with a full year toward longevity. If the employee's hiring date falls after June 30th, the employee's first year of service will not be counted toward longevity.

Any Employee who commences employment on or after January 1, 2017, shall not be eligible for longevity.

ARTICLE 21: NEGOTIATIONS PROCEDURE

The negotiations for future contracts shall not begin later than October 1st of any calendar year in which the contract is to be renegotiated, or as required by statute governing such negotiations.

Neither party shall have any control over the selections of the negotiations representatives of the other party, and each party agrees that its representative shall be clothed with all necessary power and authority to make proposals, consider proposals, and make future counter proposals in the course of negotiations, with the final approval of the contract to be made by the Borough council.

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations, and neither party shall be required to negotiate further with respect to any such matter, whether or not covered by this statement.

ARTICLE 22: OVERTIME COMPENSATION

Overtime compensation shall be defined as any time devoted by a member of the Police Department covered by this Agreement to any function directly related to the proper and lawful performance of duty, or for any function resulting from said performance of duty, that exceeds the employee's normal eight (8) hour work day.

Each off-duty appearance, (except court time) required of a member of the bargaining unit shall be compensated for on an overtime basis of a minimum of four (4) hours. If an employee covered by this agreement shall devote more than four (4) hours of off duty time in an overtime situation, then the employee shall receive six (6) hours overtime compensation. If an employee devotes more than six (6) hours, he/she will receive nine (9) hours overtime compensation. If

an employee devotes more than nine (9) hours, he/she will receive twelve (12) hours overtime.

Overtime work for shift coverage, when necessary, shall first be offered to regular members of the police department on an equitable and rotating basis, commencing with senior officers.

While in the course of completing a normal tour of duty, if it is necessary for a member of the bargaining unit to continue work, he/she shall receive overtime compensation for the time devoted to duty. This overtime will not start until; the employee has devoted one-half hour past his/her normal tour of duty. If the employee works past this half-hour, the employee shall be paid overtime from the end of his/her regular shift. This overtime is to be approved by the Chief of Police or, in his/her absence the next highest ranking officer.

Each off-duty appearance required of a member of the bargaining unit for court, shall be compensated for on an overtime basis of a minimum of two (2) hours. If the employee covered by this agreement shall devote more than two (2) hours of off-duty time in an overtime (court) situation, then the employee shall be entitled to overtime compensation for any additional hours or parts thereof.

Overtime compensation for members of the bargaining unit shall be paid, time and one-half of their hourly pay when being paid or double time when taking compensatory time.

An officer cannot be forced to take compensatory time due to overscheduling.

All members of the bargaining unit shall work a maximum of 2080 hours per year as part of their regular work schedule.

The working schedule will be decided by the majority of the employees.

ARTICLE 23: DUES CHECK OFF AND AGENCY SHOP

The Borough will deduct monthly PBA/FOP dues from each employee who furnishes the Borough a written authorization for such in a form acceptable to the Borough. Funds so deducted shall be paid over to PBA/FOP on a monthly basis within thirty (30) days of the end of the month, together with a statement showing from whom the dues were collected and the amounts thereof.

ARTICLE 24: SICK LEAVE

- A. Sick leave shall accumulate at the rate of 10 hours per month in the first year of service, commencing on the first month or major portion thereof from the date of hire. It is assumed that the employee shall remain in the service of the Borough for the remainder of the calendar year and the total year and the calendar year and the total number of sick days, pro-rated, shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriated on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year to year with an additional one hundred and twenty (120) hours credited to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by borough employment for which the employee has a claim for workman's compensation shall not be charged to sick leave.

- B. Upon retirement, the Borough of Beach Haven will pay to the employees in this bargaining unit a supplemental compensation payment computed at the rate of one-half (1/2) the eligible employee's daily rate of pay for each day earned and unused accumulated sick leave, based upon the annual average compensation received during the last year of his/her employment prior to the effective date of his/her retirement, up to \$15,000.00. Unused sick leave shall be paid within sixty (60) days of retirement.
- C. Any employee eligible to retire in a calendar year shall notify the Borough in writing through the Chief of Police no later than January 15th of that year, but in no event less than thirty (30) days prior to the planned retirement date or eligibility date of the following:
1. Intent to retire or not; and
 2. Failure of the employee to make timely notice to the Borough shall limit the retiring employee to the payment for unused sick time as heretofore provided; and the Borough shall have the sole option to defer making this payment until the next calendar year.
- D. Work loss due to injury or illness possibly arising out of the course of employment shall not be chargeable to sick leave until and unless the employee's worker's compensation claim is denied.
- E. If a member is disabled in the performance of his/her duty, he/she shall receive full pay until he/she is retired or placed on a permanent disability status.
- F. Maternity Leave: Female employees shall be entitled to utilize sick leave and/or disability leave provided by this agreement or law in connection with any illness, injury, or disability arising from pregnancy, including the period of disability following the birth of a child. At a minimum, the employee shall be entitled to utilize disability leave for the period of ten (10) weeks prior to the due date of the birth of a child, and for six to eight (6 to 8) weeks as shall be determined by the physician providing post- parturient care for the employee following the birth of a child. Such disability leave shall not be available to an employee for the normal care of an infant; though sick leave as provided in paragraph a will be available for illness of the infant. Sick leave shall also be available to male or female employees for the care of family members, resulting from the pregnancy, including the birth of a child in the same manner as sick leave would be available to an officer for any other family member.

A female employee shall advise the Chief of Police in writing as soon as she received confirmation of her pregnancy from a doctor. The employee shall be permitted to work, so long as her doctor permits such work. The department shall have the right to request a note confirming the doctor's opinion that the employee is able to continue to perform her duties. The notes from a doctor shall be from a physician of the employee's own choosing. However, the Borough reserves the right to have the Borough Physician consult with the employee's physician for the purpose of determining whether the employee shall be approved for duty. The information *obtained* from such a consultation shall be shared with the Chief of Police and the Borough in a manner limited to providing only that information necessary to advise the Borough of the employee's availability for duty and the nature of that duty.

- G. Sick leave is hereby defined to mean absence from a post due to the employee's illness or accident, which prevents or significantly impairs the ability of the employee to perform his/her duties. Sick leave benefits shall apply to bona fide cases of sickness, accidents, doctor or dental appointments, maternity leave, and requests for employee's presence by immediate family, doctor or clergy due to family illness or emergency.
- H. Upon the request of the Chief of Police or, in his absence, the next highest ranking officer, an employee may be required to produce a certificate indicating the nature and extent of his/her illness. At the discretion of the Chief of Police or, in its absence, the next highest ranking officer, the Borough may require the employee to submit to a physical examination to determine his/her ability to return to work. If such a physical examination is required, the Borough shall pay for same.
- I. An employee is eligible to sell back at the end of the year a maximum of eighty (80) hours of unused sick time at 100% of value. Any unused sick leave sold back will be deducted from the employees total, and the balance of any sick days will be carried over to the next year. Employees must have at least 120 hours in their sick leave bank to be eligible to sell back sick leave according to this Paragraph. Employees who commence employment on or after May 21, 2010 shall not be eligible to sell back sick leave as provided by this Paragraph.

ARTICLE 25: CLOTHING ALLOWANCE

The parties agree that it is necessary for the persons in this bargaining unit to appear well-dressed in public and present a proper image as representatives of the employer. Therefore, the employer shall provide uniforms and cleaning of same. Employees must maintain their uniform in accordance with the directions of the Chief of Police and the rules and regulations approved by the Borough Manager and adopted by the Council of the Borough of Beach Haven. Any employee who fails to maintain his/her uniform in accordance with these regulations shall be subject to discipline.

Employees will have a uniform allowance of up to \$1,000.00 per calendar year to be used at dealers authorized by the employer. The clothing allowance voucher shall be available for use by the officer by the 1st day of February of each calendar year. Uniforms and equipment will be supplied by the employer to new employees and those employees who have been promoted. Any additional uniforms or equipment (damaged, worn, outgrown, etc.) That may be needed require the approval of the Chief of Police or, in his absence, the Officer in charge. No clothing will be replaced unless the damaged clothing or equipment is turned in to the Chief of Police or his designee.

ARTICLE 26: MEDICAL EXAMINATION AND BENEFITS

Each employee shall be entitled to a medical examination by the medical officer employed by the employer once a year, such examination to include x-rays and blood tests. A copy of the medical report from the physician shall be delivered to the respective member.

It is understood, that if an employee is injured on his/her way to work or on returning from work or a mandatory employee meeting or schooling, such injury will be considered job related for the purposes of worker's compensation or other medical benefits.



The Borough agrees to provide the travelers insurance program or its equivalent, which includes a dental plan and eyeglass plan. This coverage along with the basic Blue Cross/Blue Shield plan shall continue to be provided to the employee by the Borough upon the employee's retirement at twenty-five (25) years' service within the Police and Firemen's Pension System or its equivalent.

The Borough shall bear the expense for any additional drug test(s) for Ocean County mandated drug testing.

ARTICLE 27: DENTAL INSURANCE

All full-time employees covered by this Agreement will be covered by dental insurance. This insurance will provide coverage for the employee, his/her spouse and unmarried children under nineteen (19) years of age. Unmarried children over nineteen (19), but under the age of twenty-three (23) will also be classified as a dependent provided they are enrolled as a full-time student in a school, college or university and primarily supported by the employee.

The benefits described above will be provided at the expense of the Borough of Beach Haven to all eligible full-time employees. The Borough reserves the right to change insurance carriers as long as the new carrier provides similar benefits and there is no decrease in benefits because of said change.

The dental plan shall provide dental benefits subject to an annual cap of \$1,500.00 Orthodontic coverage shall also be provided subject to a lifetime maximum of \$1,000.00 (one thousand dollars) per individual.

ARTICLE 28: LEGAL AID

The employer will provide legal aid to all personnel covered by this agreement, pursuant to the provisions of existing statutes, while acting in his/her capacity as a member of the Police Department. Legal aid shall not be provided when the member is defending disciplinary action taken by the employer and the finding is adverse to the member.

ARTICLE 29: LEAVE TO ATTEND NATIONAL GUARD OR RESERVE DRILLS

The Borough shall provide military leave in accordance with State and Federal law.

ARTICLE 30: BOAT RAMP & BEACH BUGGY PERMITS

Employees are eligible for free seasonal beach buggy permits and boat ramp passes.

ARTICLE 31: SCHEDULING

The work schedule will be posted at least two weeks in advance and will not be changed simply to avoid overtime. At least one full-time, regularly appointed police officer would be on duty at all times. The guidelines for the work schedule or the current work schedule as set forth may be changed immediately in cases of emergency in accordance with New Jersey Statutes and the

New Jersey Administrative Code.

ARTICLE 32: HOLIDAY PAY

Each employee represented by this contract shall be paid in addition to, and together with their annual base salary as listed in Article 15 thereof, 88% of the 15 paid holidays.

ARTICLE 33: MANAGEMENT PREROGATIVE CLAUSE

It is the intention of the parties that this Agreement represents the full understanding and Agreement of the Parties with the respect to the terms and conditions of employment. Any right not expressly conferred upon the employees in the pages of this Agreement is hereby reserved unto the Borough as a management prerogative.

ARTICLE 34: SHIFT DIFFERENTIAL PAY

Each employee shall be entitled to a flat rate of shift differential of 5%(five percent). Employees will receive shift differential if the employee spends more than 50% (fifty percent) of his/her working time for the full year on a "night shift", which shall be defined as time between 4:00 p.m. and 8:00 a.m. of the following day.

ARTICLE 35: FALSE ARREST INSURANCE

It is in the best interest of the Borough of Beach Haven to encourage Police Officers to do their duty to the best of their ability. However, the parties hereto understand the problems arising from such performance with the possibility of a false arrest suit against a Police Officer.

All members of this Department shall be insured through the employer at no cost to themselves for false arrest and any other insurance which the employer shall deem advisable at the employer's discretion.

ARTICLE 36: TRAINING

An officer who attends training or classes shall not be required to report to his/her regular shift on the day of the training or class, regardless of the hours he/she is scheduled to work on the day of the training or class, if the training or class is for six (6) hours or more. In such cases, that officer shall not be allowed to work overtime or outside employment which commences on the same day of the training or class. In the event an officer is attending training on multiple days within a pay period, the scheduling officer may change the officer's schedule to ensure the officer does not exceed 84 hours within the pay period.

ARTICLE 37: DURATION

This agreement shall be in full force and effect as of January 1, 2021 and shall remain in effect until December 31, 2024.

A handwritten signature in black ink, appearing to be 'LK HA', is located in the bottom right corner of the page.

In whereof, the parties hereto have set their hands and seals this day of 2/24, ²⁰²¹~~2020~~.

FOR THE BOROUGH

Sherry M...
Borough Manager

May C
Borough Clerk

Dated: 2/24/21

FOR THE PBA LOCAL 175

D. D. Walley

Alvin...
James P. Ray

Dated: 2/24/21

JK