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**AGREEMENT  
BETWEEN  
THE BOROUGH OF POINT PLEASANT  
AND  
CAPTAINS AND LIEUTENANTS  
OF THE  
POLICE DEPARTMENT OF THE BOROUGH OF  
POINT PLEASANT**

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**JANUARY 1, 2010 THROUGH AND INCLUDING DECEMBER 31, 2011**

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**LOCCKE • CORREIA  
SCHLAGER • LIMSKY & BUKOSKY  
24 SALEM STREET  
HACKENSACK, N J 07601  
201-488-0880**

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This Collective Bargaining Agreement entered into be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**BETWEEN: THE BOROUGH OF POINT PLEASANT**, a municipal corporation of the State of New Jersey, hereinafter referred to as "Employer"

**AND: THE CAPTAINS AND LIEUTENANTS ASSOCIATION OF THE POLICE DEPARTMENT OF THE BOROUGH OF POINT PLEASANT**, hereinafter referred to as "Employee", through a negotiating committee chosen from among its members, hereinafter referred to as "Committee".

## ARTICLE I - STATEMENT OF PRINCIPLES

- Section 1. That Employer has heretofore recognized Committee as the sole and exclusive bargaining representative of all Lieutenants, Detective Lieutenants, Captains and Detective Captains.
- Section 2. That Employer has an obligation, pursuant to Chapter 123 of the Laws of 1974, N.J.S.A. 34:13A-1 *et seq.*, to negotiate with Committee as the said representative and to provide orderly and peaceful proceedings for presenting Employee grievance and proposals.
- Section 3. That it is the intention of the parties to memorialize by this Contract the terms of employment between Employer and Employee, so as to reduce to writing current pay scales, working hours and other terms of employment, most of which are of long-standing practice, to the end that there will be a clear understanding between the parties which will promote a continued, harmonious relationship between them.
- Section 4. That Employer, on its behalf and on behalf of the citizens of the Borough of Point Pleasant, hereby retains and reserves unto itself, without limitation, all power rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.
- Section 5. That the exercise of the foregoing powers, authority, duties and responsibilities by Employer, and the adoption of policies, rules,

regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific express terms hereof are in conformity with the Constitution and laws of the State of New Jersey and of the United States.

Section 6. That nothing contained herein shall be considered to deny or restrict Employer of its rights, responsibilities and authority under the laws of the State of New Jersey or under any local laws as they pertain to Employer, and it is the intention of both parties hereto that this Agreement be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

Section 7. That the terms of this Contract shall be from January 1, 2010 through December 31, 2011.

Section 8. That for all purposes hereunder where computation of length of service shall be required, the first day of the first month of permanent, full-time employment shall constitute the anniversary date of employment.

Section 9. That this Agreement shall be binding upon the parties heretofore the terms of the Contract as specified in Section 7, above.

## ARTICLE II - NEGOTIATING PROCEDURE

- Section 1. That negotiations for a future contract shall begin not later than October 1, 2011 and good faith efforts shall be made to conclude an Agreement within sixty (60) days from the commencement of such negotiations.
- Section 2. That neither party shall have any control over the selection of the negotiating representatives of the other party, and each party hereby agrees that its representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, with final approval of the Contract to be made by the Employer at an open public meeting.
- Section 3. That this Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of all negotiations, and neither party shall be required to negotiate further with respect to any such matter, whether or not covered by this Agreement.
- Section 4. That, except as this Agreement shall hereinafter specifically otherwise provide, all conditions of employment heretofore established by the rules, regulations, policies and practices of the Borough of Point Pleasant shall continue in effect as though set forth at length herein, and nothing provided herein shall be interpreted or construed so as to eliminate, reduce, or otherwise detract from any benefits to either party existing prior to the effective date of the Agreement, other than as changed by this Agreement.

**ARTICLE III - SALARIES AND RATE OF PAY**

Section 1. The parties agree to the salary and rank differentials as set forth below.

	Effective 05/01/10	Effective 01/01/11	Effective 07/01/11
Lieutenant and Detective Lieutenants	\$123,947	\$125,807	\$128,323
Captain and Detective Captains	\$141,300	\$143,419	\$146,288

Section 2. That the regular rate of pay of an Employee shall be his annual salary plus his longevity compensation as determined pursuant to **Article XII**, plus his holiday compensation as determined pursuant to **Article III**, Section 9, divided by the number of regular pay periods during each of the calendar year.

Section 3. If the circumstances permit, and if Employee is available for notification, in the event of an unanticipated or unplanned shift change, the Employee so affected will be notified seventy-two (72) hours prior to implementing said change.

Section 4. That each Employee shall receive Two Dollars (\$2.00) shift differential compensation for each day on which he shall work the midnight to 8:00 am shift; said differential compensation being paid to offset the additional cost of a meal which such Employee cannot reasonably expect to be prepared for him at his home during such shift.

- Section 5. Each Employee assigned to the Scuba Team shall be paid at the rate of two and one-half (2½) times his regular rate of pay, on an hourly basis, based upon a forty (40) hour week, for any period of time during which he is activated as a member of the Scuba Team.
- Section 6. Members of the Scuba Team will be allowed four (4) hours overtime quarterly each year for the purposes of equipment testing and/or practice dives. Assignment and control of this overtime shall be under the control of the Chief of Police.
- Section 7. Employees who purchase prior retirement credits will have their anniversary date adjusted to correspond with pension records. Additionally, seniority will be adjusted with reference to vacations, and longevity will be adjusted also.
- Section 8. Effective January 1, 2002, all Employees covered under this Agreement shall receive "Holiday Benefits" equal to those of Police Sergeants. In addition, Holiday Pay shall be paid to each Employee in their regular bi-weekly paycheck, subject to normal deductions and withholdings for Federal and State Taxes, Pension Contributions, Social Security, Medicare Tax and SUI/SDI Tax.
- Section 9. Those Officers that are EMT certified will receive a stipend of Seven Hundred Fifty Dollars (\$750.00) *per annum*.

#### ARTICLE IV - RIOT DUTY

Section 1. That the Employer recognizes that the preservation of law and order and public safety during civil disturbances, both within and outside of the community, requires performance of services by Employees which exposes them to personal hazards beyond those normally incurred in the performance of police duties.

Section 2. That the Employer, as a recognition of such hazards, shall pay each Employee who participates in the policing and control of civil disturbances compensation at the rate of two and one-half (2½) times his regular rate of pay, on an hourly basis, based upon a forty (40) hour week, for such duty in a municipality, other than the Borough of Point Pleasant, which reimburses the Employer for expenses incurred by it in providing such police personnel. In all other instances, each Employee performing such duty shall be paid at regular overtime rate. In all events, the riot duty compensation paid to Employees shall be for the number of hours devoted to such duty or for two (2) hours, whichever shall be the greater.

## ARTICLE V - OVERTIME COMPENSATION

Section 1. Each Employee shall be paid overtime compensation or be entitled to compensatory time at the rate of one and one-half (1 ½) times his regular rate of pay for the following:

- A. Work performed in any consecutive twenty-four (24) hour period in which the hours of work are on a "call-out" basis or in excess of the regularly scheduled workday.
- B. Work performed on a day during which an Employee was not otherwise scheduled to work, in which event the Employee shall be entitled to a minimum of two (2) hours pay.

Section 2. For each off-duty court appearance required of an Employee, there shall be paid to such Employee overtime compensation for either the time devoted to such appearance, or for two (2) hours overtime, whichever shall be greater.

Section 3. Any requests for outside employment involving members of the bargaining unit shall be assigned to all members of the bargaining unit on a rotating basis. If a member of the bargaining unit refuses to accept such outside employment, he shall be credited for it for purposes of equitable distribution as if he accepted. The contractor providing such outside employment shall be urged to provide a minimum of three (3) consecutive hours at any one time.

Section 4. An Employee may, at his or her sole discretion, choose to be paid his overtime payment of time and a half (1 ½) in either cash or compensatory

time, if compensatory time is chosen, then the actual use of the compensatory time will be pursuant to Police Department rules and regulations and State and Federal laws.

## ARTICLE VI - VACATIONS

Section 1. During each year of this Agreement, each permanent, full-time Employee shall be entitled to twenty-nine (29) vacation days with pay. During the final year of employment, one-twelfth (1/12) of annual vacation based upon years of service for each month of service.

Section 2. That, in order not to hamper the proper and efficient operation of the Police Department, the parties agree that the scheduling of vacations shall be subject to supervision of the Chief of Police, in accordance with sound Departmental administrative requirements, but the following conditions shall be observed in such scheduling:

- A. Selections of vacation time shall be based on seniority, providing that such requests for vacation time are filed with the proper Departmental Officer on December 1<sup>st</sup> of the preceding year, thereafter, selection of vacation time will be allotted to the Employee first requesting time, regardless of seniority.
- B. No Employee shall be permitted to take more than three (3) consecutive weeks of vacation time at any one time, unless approval has been obtained from the Chief of Police. Vacations may start on any day of the week, providing the Lieutenant determining schedules so approves.
- C. Only one (1) Employee in each rank shall be permitted to schedule concurrent vacation time during the period from June 15<sup>th</sup> through September 15<sup>th</sup>, and in the event more than one (1) Employee shall request concurrent vacation time during said period, the selection of the Employee whose request will be honored shall be based on seniority, unless sound Departmental administration permits or requires otherwise, subject to the provisions of Paragraph A.
- D. Requests for vacation shall be submitted for approval by December 1<sup>st</sup> of the prior year.

## ARTICLE VII - HOLIDAYS

Section 1. That the following days are recognized as holidays and Employees working thereon shall be paid for their work at their regular rate of pay for a regular eight (8) hour working day. Each member of the Bargaining Unit shall enjoy the following holidays per year, as listed below: (see **Appendix A** for date specification)

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Thanksgiving Day
Lincoln's Birthday	Veteran's Day
Good Friday	Election Day
Easter	Christmas Eve* (if worked)
Memorial Day	Christmas
	Employee Birthday

\* Note: Christmas Eve is ½ holiday.

Section 2. That, when any of the above holidays is in conflict with the religious belief of any Employee, such Employee may substitute a religious holiday of his religious belief, provided adequate notice is given to the Chief of Police.

Section 3. In the event that any member of the Bargaining Unit is required to work on any of the aforesaid holidays, or in the event that any such holidays shall fall on a non-duty day, then subject to sound Departmental

administrative requirements.

- A. The member of the Bargaining Unit, in lieu of such compensating time off, may elect to waive such compensating time off to work in lieu thereof and to be paid at his/her regular rate of pay for such work, with payment of all said work in lieu of holiday time off to be made to the member of the Bargaining Unit on the first pay day in December.
- B. Holiday pay shall be paid by the Borough to each member of the Unit on the last pay of November in each year of this Agreement.
- C. Holiday pay shall be paid by separate check.
- D. Effective January 1, 2002 the overtime rate will be paid for all work done on a designated holiday. This compensation shall be in addition to the holiday pay paid by the Borough to each member of the Unit on the last pay in November in each year of this Agreement, as has been prior practice.
- E. Effective January 1, 2002, all Employees covered under this Agreement shall receive "Holiday Benefits" equal to those of Police Sergeants. In addition, Holiday Pay shall be paid to each Employee in their regular bi-weekly paycheck; subject to normal deductions and withholdings for Federal and State taxes, Pension contributions, Social Security, Medicare Tax and SUI/SDI Tax (see **Article III, Section 9**).

## ARTICLE VIII - SICK LEAVE

- Section 1. That each permanent, full time Employee shall be granted fifteen (15) working days sick leave with pay each calendar year for non-duty connected injuries and illnesses.
- Section 2. That sick leave not taken shall accumulate from year to year, and each Employee shall be entitled to accumulated sick leave with pay, if and when needed.
- Section 3. That in computing the amount of pay for sick leave, there shall be deducted the amount of money, if any, which such Employee is paid under provisions of Chapter 15 of Title 34 of the Revised Statutes of New Jersey, for temporary disability, during the period of time such Employee shall be absent from work on sick leave.
- Section 4. That sick leave is hereby defined to mean absence from post of duty of an Employee due to illness, exposure to contagious disease or attendance upon an Employee's immediate family being seriously ill or injured and requiring the care and attendance of such Employee.
- Section 5. That a certificate of a reputable physician in attendance (or Workers' Compensation appointed physician, in the case of duty-related injuries) may be required as proof of illness or injury; or duty-connected injury of the Employee, or of his/her immediate family, for leaves under the following conditions:

- A. Leaves taken the day immediately prior to or immediately after an authorized leave.
- B. Three (3) consecutive days of absence for reasons of illness.
- C. Absence on sick leave for three (3) days or more in any one (1) month.
- D. Said certificates may be required by the Chief of Police or Governing Body. In addition thereto, the Governing Body may require the Employee to be examined by a physician of the Governing Body's choice, at its own expense.

Section 6. An Employee shall be compensated and paid for accumulated sick time in an amount not greater than sixty percent (60%) of his annual salary plus longevity plus holiday compensation as of the year of employment termination. However, any Employee hired on or after February 1, 1999 shall have a cap of Fifteen Thousand Dollars (\$15,000.00).

## ARTICLE IX - BEREAVEMENT TIME

- Section 1. In the event of a death of his/her spouse or child, an Employee shall be granted five (5) working days from duty with pay, which days shall not be charged against either sick leave or vacation time.
- Section 2. In the event of a death in his /her immediate family, as hereinafter defined, an Employee shall be granted three (3) working days leave from duty, with pay, which days shall not be charged against either sick leave or vacation pay.
- Section 3. Immediate family is hereby defined as: parent, brother, sister, grandparent, or grandchild of an Employee or spouse.
- Section 4. In the event of an aunt, uncle, nephew, niece or cousin the member of the bargaining unit shall be granted one (1) working day of leave with pay, which day shall not be charged against either sick leave or vacation time.
- Section 5. Employee must use a "Bereavement Day" under this Article on the day of the funeral.

## ARTICLE X - HOSPITAL AND MEDICAL INSURANCE

- Section 1. Hospital and medical insurance shall be provided by the Employer as set forth from time to time in the Ordinances of the Borough of Point Pleasant except as specifically modified by this Agreement.
- Section 2. The UCR Insurance Plan shall be in full force and effect for Employees and the optical plan shall be dropped.
- Section 3. As soon after the execution of this Agreement as is practicable the following modifications may be made by the Employer on the dates specified:
- A. Effective January 1, 2008 or as soon as practicable after the Agreement is executed, the prescription plan co-pay shall be increased to Ten Dollars (\$10.00) for generic retail and "mail order" drugs; and Twenty-Five Dollars (\$25.00) for name-brand retail and "mail order"
- Section 4. It shall be understood by the parties that selection of the carrier to provide coverage for the Borough shall be the sole responsibility of the Borough, providing that the carrier maintains the equivalent level of benefits enjoyed by the member and family of the Unit.
- Section 5. It shall be understood by the parties that medical coverage plans may include, at the Borough's option, second opinion and ambulatory care programs, in addition to the coverage being received.
- Section 6. Effective January 1, 1990 the Employer shall provide dental service coverage seventy-five percent (75%) to all Employees at no cost to them. Said plan shall be the current Connecticut General Plan or its equivalent.

Section 7. Effective as soon as possible the base plan for health insurance shall be the State Health Benefits Plan (SHBP) "Direct 10" subject to full Borough enrollment. The State imposed 1.5% medical contribution for each Employee's individual base pay rate is acknowledged to be effective May 23, 2010 and thereafter.

Section 8. Effective August 1, 2010 the Borough shall provide full family medical insurance for current and future Employees for life subject to applicable Medicare coordination. Eligible Employees for retiree health benefits shall qualify under the Police and Fire Retirement System law and regulations.

## ARTICLE XI - PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

- Section 1. That it is in the best interest of the Borough of Point Pleasant to encourage Police Officers to further their higher education in Police Science and subjects related to improving their ability to better serve the community as efficient, competent and knowledgeable law enforcement Officers; and, to that end, to pay additional compensation to Police Officers who successfully complete courses in such fields of study.
- Section 2. That it shall be the obligation of each Employee to receive written approval for each subject course, prior to enrollment therein, such approval to be obtained from the Chief of Police and the Police Committee of the Employer.
- Section 3. All newly hired Police Officers shall be granted credit for salary purposes in accordance with the restriction of present Section 4 for each course of study eligible for credit toward a more advanced course degree, which normally would receive prior approval from the Chief of Police.
- Section 4. Upon attainment of a grade "C" or higher in each course of study eligible for credit toward an Associate of Arts degree, or the attainment of a grade "C" or higher in a course of study eligible for credit toward a more advanced college degree, after receipt of permission, pursuant to Section 2 hereof, such Employee shall receive, in addition to his/her base salary, annual compensation to be known as College Credit Compensation. Said

compensation shall be at a rate of Twelve Dollars and Fifty Cents (\$12.50) for each credit hour approved by the Chief of Police. Said approval shall not be unreasonably denied and shall be based upon **Article XI** of the Collective Bargaining Agreement. Employees obtaining a Bachelors Degree or higher will receive One Thousand One Hundred Dollars (\$1,100.00) per year for College Credit Compensation. Employees obtaining an Associates Degree shall receive Nine Hundred and Fifty Dollars (\$950.00) per year. Except for those Employees obtaining a Bachelors Degree, no Employee shall receive more than Eight Hundred Fifteen Dollars (\$815.00) in any given year.

**ARTICLE XII - LONGEVITY COMPENSATION**

Section 1. That it is in the best interests of the Borough of Point Pleasant to encourage Police Officers to commit themselves to lengthy careers of public service and, to that end, to pay additional compensation to those Police Officers who dedicate their lives to the service of citizenry of the Borough of Point Pleasant.

Section 2. In addition to annual salary, each member of the bargaining unit shall receive longevity compensation as follows:

<u>Years of Service</u>	<u>Percentage of Annual Pay</u>
A. After three (3) full years	One (1%) percent
B. After six (6) full years	Two (2%) percent
C. After nine (9) full years	Three (3%) percent
D. After twelve (12) full years	Four (4%) percent
E. After fifteen (15) full years	Five (5%) percent
F. After eighteen (18) full years	Eight (8%) percent
G. After twenty-one (21) full years	Nine (9%) percent
H. After twenty-four (24) full years	Ten (10%) percent

### ARTICLE XIII - UNIFORMS AND EQUIPMENT

- Section 1. To partially defray the expense incurred by regular members of the Bargaining Unit in replacing worn or damaged uniform components, the Employer shall within thirty (30) calendar days after the adoption of the Municipal Budget, recompense each such member of the Union for the replacement costs of damaged or work uniform components, not to exceed Six Hundred Seventy-Five Dollars (\$675.00) for the years 2010 and 2011 annually per member of the Bargaining Unit, after receiving appropriate proof of the uniform components replaced and the cost thereof.
- Section 2. To partially defray the expense of maintaining adequate business wardrobe incurred by those regular members of the Bargaining Unit not required to wear a uniform, those members shall be issued an open purchase order or cash at the store of their choice, in lieu of uniform allowances.
- Section 3. The Borough of Point Pleasant shall, in lieu of cleaning payments for each Officer, contract with a local cleaner for the cleaning of the Police uniforms.

**ARTICLE XIV - RETIREMENT BENEFITS**

Section 1. That it is in the best interests of the Borough of Point Pleasant to encourage Police Officers to commit themselves to lifetime careers of public service, and to that end, to assure that Police Officers who devote their lives to such careers receive adequate retirement benefits.

Section 2. That for purposes of computing both Employee and Employer contributions to the Police and Firemen's Retirement System of New Jersey, Division of Pensions, the remuneration upon which such contributions are calculated shall be the sum of each respective member's annual salary plus his longevity compensation plus his holiday compensation.

Section 3. Upon retirement with at least twenty-five (25) years of service in the Police and Fire Retirement System all Employees shall continue to receive full family medical insurance coverage for life under all medical , surgical, hospital, dental, prescription and vision plans provided hereunder at no cost to the Employee or their family members.

## ARTICLE XV - LIABILITY PROTECTION

Section 1. The Employer recognizes that Employees are frequently called upon to apprehend, detain, arrest and prosecute members of the public; that the performance of such duties may result in the assertion of claims against the Police Officers for money damages grounded in negligence, willful misconduct or both; and that the assertion of such claims exposes Employees to great financial loss in the event of an adverse verdict and in the event that Employees are called upon to defend such claim.

Section 2. To assure that Employees may effectively perform their duties without fear of financial loss because of damage claims asserted against them, the Employer shall:

- A. Continue to maintain in effect public liability insurance in an amount adequate to protect Employees against damage awards grounded in negligence;
- B. Maintain in effect liability insurance in an amount adequate to protect Employees against claims for compensatory damages arising out of alleged gross negligence, malicious prosecution, false arrest, assault and battery and similar torts.

## ARTICLE XVI - GRIEVANCE PROCEDURE

- Section 1. That a grievance within the meaning of this Agreement shall be controversy or dispute arising between the parties hereto relating to any matter of terms and conditions of employment.
- Section 2. That an aggrieved Employee shall present his/her grievance within ten (10) working days of knowledge of its occurrence, or such grievance shall be deemed waived.
- Section 3. That the procedural steps for considering and resolving grievances are as follows:
- Step 1.** The Chairman of the Committee or his duly authorized and designated representative shall present, and discuss the grievance or grievances orally with the Police Chief or his designated representative, and the Police Chief shall answer the Grievance orally within forty-eight (48) hours.
  - Step 2.** If the grievant and/or the Committee is not satisfied with the results of **Step 1**, then, within five (5) working days the grievant or the Committee must deliver the grievance in writing to the Administrator who shall have three (3) workdays in which to arrange a meeting between the grievant and a member of the Committee, or the grievant individually, but in the presence of a member of the Committee and a Grievance Committee appointed by the Mayor (*i.e.* Police Committee for Police and crossing guard grievances; Streets and Water Committee for streets and water grievances; Finance Committee for clerical grievances). The decision of the Grievance Committee shall be communicated to the Mayor and Borough Council which shall issue a written decision.
  - Step 3.** If the grievant and/or the Committee is not satisfied with the results of **Step 2**, and the grievance applies only to the specific terms of this locally-negotiated written Agreement,

then the Committee, no later than the twenty-first (21<sup>st</sup>) calendar day after submitting the written grievance to the Administrator, may submit it to the New Jersey Public Employment Relations Commission to be resolved by binding arbitration, in accordance with its rules and regulations.

**ARTICLE XVII - CONVENTION COMMITTEE**

Section 1. The Employer agrees to grant the necessary time off without loss of pay to the President of the Local and such other members of the Union selected as delegates to attend any State or National Convention, including mini conventions of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

**ARTICLE XVIII - PERSONNEL FILES**

- Section 1. Upon reasonable advance notice, members of the Bargaining Unit shall have the right to review their own personnel file, except for initial letters of recommendation and/or matters pertaining to internal investigation.
- Section 2. Members of the Bargaining Unit shall be shown all written, derogatory material, which is to be placed in their file, prior to such placement, unless such materials are to be used for internal investigation.
- Section 3. Only one (1) personnel file shall be used except for matters pertaining to internal investigation.

## ARTICLE XIX - DUES DEDUCTION AND REPRESENTATION FEE

### Section 1. Dues and Deduction

- A. The Borough agrees to deduct from the salaries of those Employees covered by this Agreement dues for the Committee, as said Employees individually and voluntarily, in writing, authorize the Borough to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e. Said monies, together with records of any corrections, shall be transmitted to the Committee by the Borough.
- B. The Committee shall certify to the Borough, in writing the current rate of its membership dues. Any change in the rate of membership dues will be transmitted to the Borough, in writing, prior to the effective date of such change.
- C. The Committee agrees to save the Borough harmless from any action or actions commenced by any Employee against the Borough, for any claim arising out of such deduction, and the Committee assumes full responsibility for the disposition of the funds.

### Section 2. Representation Fee

- A. The committee shall deliver to the Employer a written statement containing the following:
  - 1. A statement that the committee has determined the amount of representation fee in accordance with formulated requirements of N.J.S.A. 34:13A-5.4.

2. A statement that the Committee has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
  3. A statement establishing the amount of monthly representation fee to be deducted from the salary of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
- B. On the first day of each month, as necessary, the Committee shall provide the Employer with a list of all members of the Bargaining Unit who have failed to arrange for and become members of the Committee and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- C. Beginning with the first full pay period following receipt of the above letter, the Employer will commence deductions from salaries in accordance with Paragraph D, below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Committee.
- D. Payroll Deduction Schedules
- The Employer will deduct the representation fee of pay checks to each Employee on the aforesaid list. The deductions will begin with the first pay checks:

1. Following receipt of the list provided for in Paragraph A above, or
  2. Thirty (30) days after a new Employee begins his/her employment in a Bargaining Unit position, unless the Employee previously served in a Bargaining Unit position, or was on layoff, in which event, deductions will begin with the first pay check paid ten (10) days after the resumption of the Employee's employment in a Bargaining Unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Committee, as nearly as possible, shall be the same as those used for deduction of a regular membership to the Committee.
- E. On or about the last day of each month as necessary, beginning with the Month this Agreement becomes effective, the Employer will submit to the Committee a list of all Employees who began their employment in a Bargaining Unit position during the preceding thirty-day (30) period. The list will include names, job titles and dates of employment for all such Employees.
- F. The Committee hereby agrees to indemnify, defend, and save harmless the Employer from any claim, suit or action or any nature whatsoever, which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any Employee or any sum of money as a representation fee under the provisions of this Agreement.

**ARTICLE XX - UNPAID ATTENDANCE AT MEETINGS**

- Section 1. The parties agree that the Employer may schedule a maximum of two (2) Department meetings per year, not to exceed two (2) hours duration each. Furthermore, the parties agree that the Employer may schedule a maximum of two (2) training sessions per year, not to exceed six (6) hours per sessions. Attendance at these meetings (both Department and training) may be required; however, the Contract shall make provisions that those on vacation and sick leave may not be required to attend. Those who attend required meetings on off-duty time shall be compensated with straight compensatory time off.
- Section 2. The parties agree that the Contract shall provide for progressive discipline for those disciplined for non-attendance at mandatory meetings.
- Section 3. Nothing herein shall be interpreted to limit the Borough's ability to schedule other meetings where attendance is voluntary in nature.

## ARTICLE XXI - MISCELLANEOUS

Section 1. COPIES OF THIS Agreement shall be printed at the expense of the Employer after agreement with the Committee on format, and such printing shall be completed, if possible, within thirty (30) calendar days after the Agreement is signed. The Agreement shall be presented to all members of the Collective Bargaining Unit.

Section 2. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter to the following addresses:

A. If, by the Committee to the Mayor and Council:

Municipal Building  
2233 Bridge Ave., PO Box 25  
Point Pleasant, NJ 08742

B. If by the Mayor and Council to the Committee:

Chairman of the Negotiations Committee at the proper residence address, which shall be supplied, as change requires, by the Borough Clerk.

Section 3. The Committee and its representatives may have the right to use Municipal buildings at all reasonable hours, for meetings; however, approval is required, and such approval shall not be unreasonably withheld. The Borough Clerk shall be notified in advance of the time and place of all such meetings.

- Section 4. The Committee shall have the right to use the bulletin board for official communications, if such communications are signed by an appropriate officer of the Committee, and such material shall be subject to the approval of the Chief of Police.
- Section 5. The Committee shall have the right to use the copier machine upon reasonable notice and providing it is not in use, providing it makes payment to the Borough for the actual cost of materials used.
- Section 6. Police Department meetings which require attendance shall not normally be called on Fridays or any day immediately preceding a holiday.
- Section 7. A Committee representative may speak to the members of the Bargaining Unit during any meeting referred to in Section 6 above, at the end of such meeting, providing no interference occurs with the normal operation of the Department.
- Section 8. Upon return from an officially approved leave of absence, all benefits achieved prior to such leave of absence shall be restored to members of the Bargaining Unit; however, such absent time shall not count in any fashion toward accumulation of benefits nor seniority.
- Section 9. The Policeman's Bill of Rights shall be attached to the Agreement as an Appendix for information purposes only.

**ARTICLE XXII - PERSONAL DAYS**

Section 1. Each Employee shall be entitled to five (5) personal days per year. Said days to be scheduled subject to supervision and approval of the Chief of Police. The Chief of Police shall deny use of said days, if same create an overtime situation.

**ARTICLE XXIII - SAVINGS CLAUSE**

Section 1. The parties agree that if any provision of this Contract or the application of this Contract as it applies to any Employee or set of circumstances, shall be held invalid, then the remainder of the Contract, or the application of such provision to other persons or circumstances, shall not be affected thereby.

Section 2. If any such provisions are determined to be invalid, then the Employer and the Employees shall meet within twenty (20) days thereafter for the purpose of negotiating changes made necessary by applicable law.

#### **ARTICLE XXIV - FACILITATION AGREEMENT**

The Borough and the SOA agree to the following in the event that a layoff plan is to be considered by the Borough. The Borough and the SOA agree that Robert M. Glasson shall act as a Facilitator to assist the parties in exploring alternatives to possible layoffs and/or demotions.

**ARTICLE XXV - DURATION**

Section 1. This Agreement shall be effective January 1, 2010, and shall continue in effect through December 31, 2011.

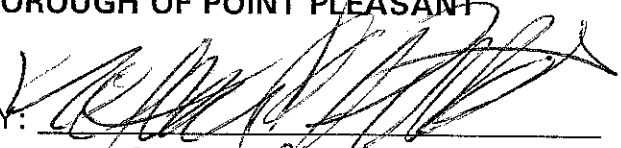
IN WITNESS WHEREOF, the parties hereto have set their hand and seals and caused these present to be signed by the appropriate officers and corporate seal of the Employer to be hereto affixed on the date and year set next to their names below.

**BOROUGH OF POINT PLEASANT**

DATED: \_\_\_\_\_

7/20/10

BY: \_\_\_\_\_



DATED: \_\_\_\_\_

BY: \_\_\_\_\_



DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**THE CAPTAINS AND LIEUTENANTS OF  
THE POLICE DEPARTMENT OF THE  
BOROUGH OF POINT PLEASANT**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Appendix A

2010	2011
New Years Day 1/1/2010	New Years Day 1/1/11
Martin Luther King Day 1/18/2010	Martin Luther King Day 1/17/11
Lincoln's Birthday 2/08/2010	Lincoln's Birthday 2/12/2010
Washington's Birthday 2/15/2010	Washington's Birthday 2/21/2011
Good Friday 4/2/2010	Good Friday 4/22/2011
Easter 4/4/2010	Easter 4/24/2011
Memorial Day 5/31/2010	Memorial Day 5/30/2011
Independence Day 7/4/2010	Independence Day 7/4/2011
Labor Day 9/6/2010	Labor Day 9/5/2011
Election Day 11/2/2010	Election Day 11/8/2011
Veteran's Day 11/11/2010	Veteran's Day 11/11/2011
Thanksgiving Day 11/25/2010	Thanksgiving Day 11/24/2011
Christmas Eve 12/24/2010	Christmas Eve 12/24/2011
Christmas 12/25/2010	Christmas 12/25/2011
Employee Birthday - various	Employee Birthday - various

**WHEREAS**, the Borough Council of the Borough of Point Pleasant Borough, County of Ocean, State of New Jersey (the "Borough") has previously entered into a Collective Bargaining Agreement ("CBA") with the Superior Officers Association of the Point Pleasant Borough Policemen's Benevolent Association - Local 158 ("SOA"); and

**WHEREAS**, the CBA expires by its own terms and conditions on December 31, 2009; and

**WHEREAS**, the Borough has been approached by Chief Lawrence Williams (the "Chief") with regard to interim promotional recommendations for four (4) officers of the Police Department;

**WHEREAS**, the Borough has considered the police promotions as recommended by the Chief, but because of budgetary constraints is restrained from making the appointments which would call for the salary increases as set forth in the CBA; and

**WHEREAS**, the Borough has received a letter dated October 20, 2009 executed by appropriate representatives of the PBA and the four (4) officers affected by the proposed promotion which letter, in part, indicates that all four (4) police officers, if promoted, will forego any increase in salary, as called for in the CBA, until June 1, 2010; and

**WHEREAS**, the Borough understands that this proposal advanced by the PBA and the four (4) individual members who are subject to the proposed promotion includes not only a foregoing of salary increases until June 1, 2010, but also any and all other incremental benefits set forth

DASTI, MURPHY  
McGUCKIN, ULAKY,  
CHERKOS & CONNORS  
COUNSELLORS AT LAW

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P.O. BOX 1057  
FORKED RIVER, N.J. 08731

in the CBA because of the new rank to which each of the four (4) officers will be promoted (i.e., including but not limited to an increase in the rate of holiday pay, vacation pay, pension contribution, etc.); and

**WHEREAS**, the Borough believes it appropriate and necessary in order to best protect the interests of the public, and to accept the recommendation of the Chief, to make the four (4) promotions as recommended by the Chief, but to do so only based upon the voluntary willingness of the four (4) officers to forego any salary increases until June 1, 2010, and not to seek any retroactive increases after the completion of a new CBA (pre June 1, 2010):

**NOW THEREFORE, BE IT AGREED**, by and between the Borough Council of the Borough of Point Pleasant Borough and the Superior Officers Association of the Point Pleasant Borough Policemen's Benevolent Association - Local 158, as follows:

1. The parties agree that the conditional promotion of Detective Sergeant Adam Picca to Lieutenant and Sergeant Robert Lokerson to Lieutenant will be effective on November 1, 2009;
2. The parties hereto agree, with the approval of the aforementioned two (2) police officers, that each will not receive any increase in salary or other benefits because of the promotion to Lieutenant until June 1, 2010;
3. The PBA and the two (2) officers referenced hereinabove agree not to request any salary or other benefit increases before June 1, 2010, notwithstanding the fact that the parties will enter into a new CBA with an effective date of January 1, 2010.

**[SIGNATURE PAGE TO FOLLOW]**

DASTI, MURPHY  
McGUCKIN, ULAKY,  
CHERKOS & CONNORS

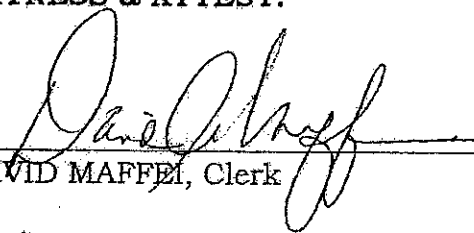
COUNSELLORS AT LAW


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FORKED RIVER, N.J. 08731

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 29<sup>th</sup> day of October, 2009.

WITNESS & ATTEST:

POINT PLEASANT BOROUGH

  
\_\_\_\_\_  
DAVID MAFFEI, Clerk

  
\_\_\_\_\_  
MARTIN KONKUS, Mayor

(Seal)

WITNESS & ATTEST:

POLICEMEN'S BENEVOLENT  
ASSOCIATION OF NEW JERSEY

  
\_\_\_\_\_  
(Seal)

CHRISTOPHER LEONHARDT,  
P.B.A. LOCAL PRESIDENT

WITNESS & ATTEST:

  
\_\_\_\_\_  
(Seal)

ADAM PICCA, Detective Sergeant

PICCA

  
\_\_\_\_\_  
(Seal)

ROBERT LOKERSON, Sergeant

JJD/calfPt. Pleasant - Police Promotions - GL#18587]

DASTI, MURPHY  
McGUCKIN, BLAKY,  
HERKOS & CONNORS

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