Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) ~~and the included summary is an accurate assessment of the collective bargaining agreement~~ for the term beginning 1/1/2014 thru 12/31/2016.

Employer: Borough of Seaside Heights

County: Ocean

Date: 2/24/16

Name: Christopher Vaz
Print Name

Title: Borough Administrator

Signature

Collective Bargaining Agreement Certification 2012.04.02.wpd

Rec'd from J. Camera
6/20/14.
not signed yet

C.B.A.

P.B.A. - 252

1/1/14 - 12/31/16

PREAMBLE

THIS AGREEMENT entered into this __ day of _____, 2014, by and between the **BOROUGH OF SEASIDE HEIGHTS**, in the County of Ocean, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as "the Employer" or "the Borough") and the **NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #252** (Seaside Heights) (hereinafter referred to as "the PBA" or "the Association").

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties to promote and improve the harmonious and economic relations between the Employer and its Employees and to establish basic understandings relative to rates of pay, hours of work and other conditions of employment consistent with the law;

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other, with respect to the Employees of the Employer, recognized as being represented by Seaside Heights Police Benevolent Association, Local #252, hereinafter referred to as "the Association" as follows:

ARTICLE 1

RECOGNITION

a. The Employer hereby recognizes the Seaside Heights P.B.A. Local #252, as the exclusive representative of all Employees in the negotiating unit as hereinafter defined for the purpose of collective bargaining and all other activities relative thereto pursuant to the Public Employment Relations Act of the State of New Jersey and other applicable law.

b. The bargaining unit shall consist of all permanently appointed, full-time, Civil Service Certified Patrolmen, Sergeants and Lieutenants employed by the Police Department of the Borough of Seaside Heights, excluding the Chief, Deputy Chief and Captains. Reference to male employees shall include female employees as well.

c. The Borough hereby recognizes the Detective Bureau and rank of Detective as part of this Agreement.

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT

a. The parties to this contract, namely the Employer and the Association, agree to renegotiate and bargain collectively concerning all of the Articles of this Agreement prior to the termination date of this contract in accord with the applicable Public Employment Relations Commission Rules concerning negotiations by a public Employer and public Employee.

ARTICLE III

GRIEVANCE PROCEDURE

a. Definition

A grievance is hereby jointly defined as any complaint, controversy, misunderstanding or dispute arising between the Employer and any Employee with respect to wages, hours of work or any other condition of employment.

b. Procedure

In order to provide for an orderly method of handling and disposing of disputes and grievances by the parties and grievances between the Employee and the Employer, as to the meaning, application or operation of any provision of this Agreement, except for limitations imposed on the authority of the Employer by Statute, grievances shall be adjusted as follows:

Step 1

The grievance and his/her representative shall present a written statement of the alleged grievance to his/her immediate supervisor. The grievant must file a written grievance within fifteen (15) days of the occurrence of said grievance. The immediate supervisor will then review and respond within seven (7) days.

Step 2

If the grievant is dissatisfied with the answers submitted by his/her immediate supervisor, said grievant and his/her representative may appeal the immediate supervisor's written answer to the Chief of Police within seven (7) days after receipt of said answer at Step 1.

Step 3

The Chief of Police or his designee shall then review the grievance appeal, investigate the facts and submit a written answer to the grievance within seven (7) days of the submission of said grievance to him.

Step 4

If the grievant is dissatisfied with the answer submitted by the Chief of Police, said grievant or his/her representative may appeal the answer received from the Chief within seven (7) days after receipt of said written answer from the Chief. The Employee will request in writing that the Police Commissioner schedule a hearing before Mayor and Council on the matter.

Step 5

The Mayor and Council shall schedule and hold a hearing with the grievant and his/her representative within twenty (20) days

after receipt of the grievance appeal from the Chief of Police's decision. The Mayor and Council shall submit a written answer to the grievance within seven (7) days after the adjournment of said hearing.

Step 6

If the grievant is still dissatisfied with the answer received from the Mayor and Council and the grievance is a matter of a contract violation, the grievant shall petition the PBA in writing to submit his grievance to arbitration. Should the PBA find the grievance to be meritorious, the PBA may submit the arbitration in accordance with the following procedure:

1. Within twenty (20) days of any decision by the Mayor and Council, the PBA may request arbitration of said grievance by filing notice with the New Jersey Public Employment Relations Commission (PERC) and request a selection list of arbitrators. The parties shall be bound by the rules and timetables established by PERC. A hearing shall be conducted by the Arbitrator and the Arbitrator shall issue his award in accordance with the rules of PERC.

2. The Arbitrator will first rule on the arbitrability of the grievance if so requested by either party.

3. The Arbitrator shall have no power to add to or alter the language in effect in this Agreement.

4. The Arbitrator shall not have the power to make an Award which is not within the power of the Mayor and Council to implement.

5. The Arbitrator's decision shall be binding on all parties on matters regarding violations of this Agreement unless the decision should require legislative action and in that event, such decision shall be effective only if such legislation is enacted.

6. The cost of the service of the Arbitrator shall be shared equally by the parties in interest.

7. Any grievance not processed to the next step in the grievance procedure within the time limits provided for such processing, shall be deemed to have been waived and abandoned by the Employee and PBA.

8. Nothing contained herein shall be deemed to limit or impair the rights of the Employee and PBA to seek a remedy provided for by the Department of Personnel, the Courts or any other agency of this State, provided that the Employee and PBA must elect only one of these options.

C. Advanced Step Filing

If the action, order or interpretation which gives rise to a grievance emanates from a level of authority higher than Step 1 of the Grievance Procedure so that the grievant's immediate supervisor is without authority to resolve the grievance, the grievant may initiate his grievance at the first appropriate step of the Grievance Procedure at which the grievance can be resolved. All other provisions of Paragraph B above shall apply to such grievances.

D. Group Grievance

If, in the judgment of the PBA, a grievance affects a group or class of Police Officers, the PBA may submit a single written grievance on behalf of all affected Officers to the first appropriate Step of the Grievance Procedure at which the grievance can be resolved. All other provisions of Paragraph B above shall apply to such grievance.

ARTICLE IV

MANAGEMENT RIGHTS

a. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, except as may be specifically modified in this Agreement.

b. The Employer further retains the following basic rights:

1. The exclusive authority to maintain operational effectiveness of its executive administrative control functions over its properties, facilities and activities of its Employees.

2. The rights to hire all Employees and subject them to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment and to promote, transfer, dismiss, discipline, reassign, relocate and evaluate Employees.

c. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Employer and the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited to the extent that such management rights are in conformance with the Constitution and Laws of the State of New Jersey and the United States.

ARTICLE V

ASSOCIATION RIGHTS

a. Grievance Committee

The Employer shall permit a member of the PBA's Grievance Committee to conduct the business of the Committee, which consists of conferring with Employees and management on specific grievances in accordance with the Grievance Procedure set forth herein, during duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

b. Convention/Meeting Attendance

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 Local selected as Delegates to attend any state or national convention of the New Jersey Patrolmen's Benevolent Association as provided for under the Statutes of the State of New Jersey.

2. The Employer agrees to grant the necessary time off without loss of pay to the President and the selected Delegate of the Local to attend monthly county meetings for the New Jersey Policemen's Benevolent Association.

c. Discrimination and Coercion

There shall be no discrimination, interference or coercion by the Employer or any of its agents, or the PBA or any of its agents, against Employees covered by this Agreement because of membership or non-membership or activity or in-activity in the PBA. The Employer shall not intimidate or coerce Employees into membership. Neither the Employer nor the PBA shall discriminate against any Employees because of race, creed, color, sex, national origin or political affiliation.

ARTICLE VI

EMPLOYEE RIGHTS AND PRIVILEGES

a. Additional Rights

Nothing contained herein shall be construed to deny or restrict to any Employee such rights as are mandatory by the New Jersey Department of Personnel Statutes or other applicable State laws or regulations. The rights granted to Employees hereunder shall be deemed in addition to those mandated by law.

b. Just Cause

No Employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action by the Borough or any agent or representative thereof shall not, if possible, be made public, shall bear a reasonable relationship with the offense charged and shall be subject to the grievance procedure set forth herein.

c. Representation at Meetings

Whenever any Employee is required to appear before the Chief of Police, Borough Council, or any committee or member thereof concerning any matter which could adversely affect the continuation of that Employee in his position, employment or the salary or any increment pertaining thereto, then he shall be entitled to have a representative of the PBA present to advise him and represent him during any such meeting or interview.

ARTICLE VII

WORKING CONDITIONS

a. Manpower

It is agreed that it is in the best interest of the Employer to establish proper working conditions so far as manpower is concerned.

b. Public Information

It is in the best interest of the Borough of Seaside Heights and the Police Department that a comprehensive public relations and public information bureau be established.

ARTICLE VIII

SALARIES

a. Salaries for 2014 to 2016

The Annual base salary for each of the classifications shown for the period designated shall be as follows, effective on the date as indicated:

SALARY SCHEDULES 2014-2016

	Effective 1/1/14	Effective 1/1/15	Effective 1/1/16
*Academy	32,500	32,500	32,500
Step 1	40,500	40,500	40,500
Step 2	47,500	47,500	47,500
Step 3	53,500	53,500	53,500
Step 4	58,500	58,500	58,500
Step 5	62,500	62,500	62,500
Step 6	66,500	66,500	66,500
Step 7	70,500	70,500	70,500
Step 8	81,500	81,500	81,500
Step 9	104,726	106,821	108,957
Sergeant's Salary - minimum of 10% above the Step 9 patrolman's salary	115,199	117,503	119,953
Lieutenant's Salary - minimum of 10% above the Sergeant's Salary	126,719	129,253	131,948

*NOTE: Effective January 1, 2010, the above salary guide shall include an "Academy Step" for all Employees hired after January

1, 2010. New hires will remain on the "Academy Step" until he/she successfully graduates from the Academy and receives his/her PTC. Upon his/her graduation, he/she will move to Step 1 and his/her anniversary date for subsequent step advancements will be January 1st or July 1st based upon the date of their successful graduation from the Academy.

Any new hire subsequent to January 1, 2010 already possessing their PTC will immediately be placed on Step 1.

b. Salary Determination

1. Any full-time Civil Service certified Employee whose permanent appointment date is between January 1st and June 30th of any year shall be considered for the purpose of salary of having commenced his employment on January 1st of that particular year.

Any full-time Civil Service certified Employee whose permanent appointment date is between July 1st and December 31st of any year shall be considered for the purpose of salary of having commenced his employment on July 1st of that particular year.

2. Placement at the initial step of the salary guide shall be determined by the date of permanent appointment to full-time Civil Service status without regard or credit for previous service to the Borough whether under seasonal, part-time, probationary or specially funded positions.

3. See attached Side Letter.

c. Rank Differential

1. The salary of a Sergeant shall be a minimum of ten percent (10%) above the senior patrolman step on the salary guide. (Step 9)

2. The salary of a Lieutenant shall be a minimum of ten percent (10%) above the Sergeant's salary.

d. Shift Differential

1. All officers who are permanently assigned to a shift which runs through 12:00 a.m. shall be entitled to a $1,200.00 lump sum payment as shift differential. Payments are to be received on the first pay in November of each year of this Agreement.

2. This differential shall not apply to those working on overtime or on special duties as a result of a shift swap by officers.

3. This payment shall be prorated on a monthly basis for any officer working only part of the calendar year ona shift which runs through 12:00 a.m.

e. Steps

In the event that a new agreement is not executed and in effect on January 1, 2017, the parties agree that during negotiations for that new agreement, any police officer covered by this Agreement shall receive a salary step change pursuant to the practice currently in effect as if the contact were in full force and effect.

SIDE LETTER

WHEREAS, the language of Paragraph B of Article VIII-Salaries provides for "commencement of employment" on January 1 and July 1 in Article VIII B.1.; and

WHEREAS, the parties have negotiated in good faith with regard to the commencement of employment date of certain police officers;

IT IS AGREED AS FOLLOWS:

1. For 2014, Police Officers Bryant, DiFabio, Heckler, Violante, Dudas and Molinaro shall have a commencement of employment date of April 1. These police officers shall be moved from step to step on salary guide as of April 1 and/or receive a longevity change as of April 1.

2. For 2015, Police Officers Bryant, DiFabio, Heckler, Violante, Dudas and Molinaro shall have a commencement of employment date of January 1. These police officers shall be moved from step to step on salary guide as of January 1 and/or receive a longevity change as of January 1.

3. For all future years, Police Officers (all) shall have a commencement of employment date as of January 1.

4. The salary changes are as follows:

Effective April 1, 2014:

Police Officers Bryant, Heckler and Violante and Difabio shall move from step 7 to step 8.

Police Officer Dudas shall move from step 8 to step 9.

Police Officer Molinaro shall receive 4% longevity.

Effective January 1, 2015:

Police Officers Bryant, Heckler and Violante shall move from step 8 to step 9.

Police Officer Dudas shall receive 4% longevity.

ARTICLE IX

LONGEVITY

a. Longevity Pay

1. Effective January 1, 2010, longevity shall be paid in addition to the base salary for all full-time permanent officers on or above Step 9 or earlier if the officer is promoted to the rank of Sergeant or Lieutenant. A promoted officer that has not reached Step 9 at the time of his promotion will continue to receive longevity pay in addition to his Sergeant's or Lieutenant's pay pursuant to the Longevity Chart below.

Year of Service	Percentage Rate
3rd & 4th year	1%
5th & 6th year	2%
7th, 8th, & 9th year	3%
10th, 11th & 12th year	4%
13th, 14th & 15th year	5%
16th, 17th & 18th year	6%
19th, 20th & 21st year	7%
22nd, 23rd & 24th year	8%
25th year through retirement	9%

2. All longevity payments are calculated at the start of an Employee's service year as determined per Article VIII, Section B.1 of this Agreement.

ARTICLE X

RIOT DUTY

a. The Employer recognizes that the preservation of law and order and public safety during civil disturbances, outside of our community, require performance of services by Employees which expose them to personal hazards beyond those normally incurred in the performance of their Police duties.

b. The Employer, in recognition of such hazards, shall pay to each Employee who participates in policing and control of such civil disturbances, compensation at the rate of two (2) times his regular rate of pay for each hour he performs such duty in a municipality other than the Borough of Seaside Heights. This payment is contingent upon the Borough of Seaside Heights being reimbursed for the expenses incurred in providing police personnel to any other municipality. In all other instances, each member of the Police Department performing such duties shall be paid at regular overtime rates.

ARTICLE XI

ACTING SUPERVISOR PAY

a. In the event an officer of inferior rank must, for whatever reason, work in the position of an officer of superior rank, he shall be compensated at the rate of fifty dollars ($50.00) per shift.

ARTICLE XII

OVERTIME COMPENSATION, SCHEDULING & SENIORITY

a. Overtime Compensation

Each Employee of the Employer shall be paid overtime compensation at the rate of one and one-half (1-1/2) times his regular rate of pay for the following:

1. Work performed in any consecutive twenty-four (24) hour period in excess of the regular working day.

2. Work performed on a day during which the Employee was not otherwise scheduled to work.

3. Employees shall not be paid overtime for hours worked in excess of the regular work day and work week unless such overtime is authorized by the Chief of Police or his designee.

b. Court Time

1. For each off-duty appearance in Municipal Court, attending conferences and appointments with Counsel, outside agencies, interviews, interrogatories, both Civil and Criminal, required of an Employee as a witness in capacity as a police officer, there shall be paid to such Employee overtime compensation for either time devoted to such appearance or two (2) hours overtime, whichever shall be greater. All of the above must be related to work performed under the department.

2. For each off-duty appearance in Superior Court required of an Employee as a witness in his capacity as a police officer

there shall be paid to such Employee overtime compensation for either time devoted to such appearance or three (3) hours overtime, whichever shall be greater.

c. Call-In Time

An Employee shall be paid a minimum of four (4) hours call-in time or shall be paid for the time actually devoted to such call-in time whichever shall be greater if said Employee si called to duty for other than court appearance or riot duty.

d. Shift Assignments

1. The Chief of Police and his designee acknowledge that seniority will prevail when assigning shifts, except when assignment by seniority creates experience imbalances which adversely affect police department operations. It is acknowledged that no assignment shall be made for disciplinary reasons by the Department.

2. All officers shall bid for shifts which shall be implemented by the department.

3. All shifts shall be for one (1) year unless they are amended or changed in accordance with management rights as set forth in this Agreement.

a. Nothing contained herein shall be interpreted to provide that duty assignments such as detective, traffic, juvenile, K-9 officer and all others which involve special duties or training are to be selected on the basis of seniority.

Those assignments and shifts that are assigned thereto shall remain the prerogative of the Chief of Police and his designee.

b. In order to meet the needs of training, special assignments and/or emergencies as determined by the Chief, shift assignments may be altered in order to meet the bonafide safety needs of the citizens and visitors of the Borough.

e. Work Schedules

The current schedule in effect at the time of the signing of this Agreement shall remain in effect for the duration of this Agreement unless otherwise changed by this contract or further written agreement of the parties.

1. Approximately in the middle of September of each year of this Agreement, the officers shall be placed on a 5/2-5/3 work schedule. This shall apply to all officers with the exception of those assigned to a straight 5/2 schedule.

2. The above 5/2-5/3 schedule commencing in September shall run approximately thirty-two (32) weeks; the remaining twenty (20) weeks shall be conducted on a standard 5/2 permanent shift for seasonal coverage.

3. Overtime under the schedule must occur either before the 8 hours or after the 8 hours is served by the officer or for any hours in excess of an officer's scheduled work day if said work day exceeds eight (8) hours.

4. The PBA agrees to commence the seasonal permanent schedule prior to the completion of the thirty-two (32) weeks depending upon the needs of the department as set forth by the Chief of Police and/or the Borough.

5. All definitions of a work day as they apply to sick leave or vacation shall remain as per practice within the department and this Agreement.

ARTICLE XIII

HOLIDAYS

a. Recognized Holidays

The following days shall be recognized as holidays for Employees covered under this Agreement.

New Year's Even Day-1/2 day	New Year's Day
Washington's Birthday	Lincoln's Birthday
Good Friday	Easter
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Election Day
Thanksgiving Day	Christmas Eve Day-1/2day
Christmas Day	

Employees covered under this Agreement shall receive a total of fourteen (14) holidays per year.

b. Compensation if working holiday

Any officer, regardless of rnak, that works during any of the Borough's recognized holidays shall be paid the officer's normal pay and will also receive compensatory time at a rate of one hour earned for each hour worked. An eight (8) hour shift worked will result in eight (8) hours of compensatory time earned by said officer. The compensatory time may not be taken in pay, only in comp time, and shall be monitored accordingly.

c. Other Borough Holidays

Any holiday or time off given to other Borough Employees shall also be given to the members of the Seaside Heights Police Department, except Thanksgiving Friday which is given in place of Easter and except when a state of emergency is declared by the Borough, state or federal government.

d. Additional Compensatory Day

A single compensatory day shall be given to each member of the bargaining unit as defined in Article I of the Agreement. This day utilization shall be solely subject to the Chief's discretion and these compensatory days shall not be cumulative.

e. Other Mandated Holidays

If during the period covered by this Agreement the State of New Jersey makes it mandatory for all state and Borough Employees to be entitled to a holiday for Martin Luther King Day, the ½ days granted for Christmas Eve Day and New Year's Eve Day will be deleted and Martin Luther King Day will go into effect immediately.

ARTICLE XIV

VACATIONS

a. Vacation Entitlement

Each permanent, full-time Employee shall be entitled to vacation with pay at his regular rate of pay as follows:

Length of Service	Vacation Time
Up to one(1)year	One (1) working day for each month of service, up to twelve (12) days
2nd year through 5th year	Fifteen (15) days
6th year through 12th year	Eighteen (18) days
13th year through 24th year	Twenty (20) days
25th year through retirement	Twenty-five (25) days

Annual vacation time shall be prorated on a monthly basis for any Employee not working a full calendar year.

b. Severance of Employment

Any Employee leaving the service of the Employer shall be paid for accumulated vacation days up to a maximum of twenty (20) days. Said unused vacation time shall be on a prorated basis. Unearned vacation time will be deducted from the Employee's last pay, if said separation of service occurs.

c. Accumulation of Vacation

1. All officers shall only be able to accumulate a maximum of two (2) years of vacation leave as defined in Section A above.

2. In no case shall any officer be allowed to carry over vacation leave unless such leave is denied for administrative purposes.

3. It shall be understood by the parties that the practice of utilization of a single vacation day shall continue for the duration of this Agreement.

ARTICLE XV

SICK LEAVE

a. Definition

Sick leave is hereby defined to mean absence from post or duty by an Employee due to illness, accident, exposure to contagious disease or attendance upon a member of an Employee's immediate family being seriously ill or injured and requiring the care and attendance of such Employee.

b. Sick Leave Entitlement

All permanent, full-time Employees are granted one and one-quarter (1-1/4) working days sick leave with pay for each month of each calendar year for non-duty connected injuries or illness.

c. Accumulation

Sick leave not taken shall accumulate from year to year and each Employee shall be entitled to such accumulated sick leave with pay if and when needed.

d. Work Related Injuries and Illnesses

1. The Employer will grant, in accordance with the provision of Title 40A, sick leave with pay for duty connected injuries and illness to all permanent, full-time Employees.

2. In computing the amount of pay for sick leave, there shall be deducted that amount of money, if any, which such Employee is paid under the provisions of Chapter 15 of Title 34

of the revised Statutes of New Jersey for temporary disability (Workers' Compensation) during the period of time such member shall be absent from work or sick leave as a result of any injury sustained due to an accident arising out of and in the course of his employment.

e. Reporting Absences

An Employee absent on sick leave shall report his absence, if possible, at least three (3) hours prior to the start of his shift, except where emergent circumstances prevent the Employee from doing so. In those instances, the Employee shall report his absence as promptly as possible.

f. Verification of Sick Leave

A certificate from a reputable physician in attendance may be required as proof of illness of an Employee or the need for his/her attendance upon a member of his/her immediate family under the following conditions:

1. If a leave is taken on the day immediately prior to or immediately after an authorized leave.

2. After three (3) consecutive days of absence for reason of illness.

3. Absence on sick leave for three (3) days or more in any one month.

4. Such certificates may be required by the Chief of Police or the governing body. In addition thereto, the Mayor

and Council may require the Employee to be examined by a physician of the governing body's choice at its own expense.

g. Pay for Sick Leave Upon Retirement

1. In the event an Employee leaves he department for either just cause separation, medical or retirement, he shall receive the following compensation for his accumulated sick leave:

Under ten (10) years of service	Twenty-five percent (25%) of accumulated leave as per Borough Ordinance
From ten (10) to fifteen (15)	Seventy-five percent (75%) of accumulated Leave
From fifteen (15) years & above	One hundred percent (100%) of accumulated Leave

2. Sick leave compensation shall be made at the Employee's base rate of pay in the year notice of separation is transmitted to the Borough.

3. Notwithstanding the above provisions, compensation for accumulated sick leave shall not exceed twenty-five thousand dollars ($25,000.00) for any Employee. Any Employee who has accumulated more than fifteen thousand dollars ($15,000.00) of sick time prior to January 1st, 1994 shall be entitled to full payment for all unused sick time upon separation from service.

4. Commencing January 1st, 1994, Employees who have accumulated over fifteen thousand dollars ($15,000.00) in sick leave will have the right to receive payment for those sick days which they have earned over and above fifteen thousand dollars ($5,000.00) in accumulated sick days for said Employee.

5. The Borough of Seaside Heights will only be obligated to fund ten thousand dollars ($10,000.00) in the budget year for the purpose of purchasing accumulated sick leave over fifteen thousand dollars ($15,000.00) per Employee. Payment will be prorated among the Employees who have submitted their requests for payment by January 30th of the budget year. All requests for payment of excess accumulated sick leave by an Employee shall be filed with the Borough Clerk no later than January 30th of the current year in order for payment to be made in that year. Any request for payment submitted after January 30th may be carried to the following year.

6. If any Employee is injured on the job or claims to have been injured on the job, the Employer may, at his discretion, compensate said Employee in full, without loss of Employee's accumulated sick or vacation time.

7. Workman's Compensation checks will be delivered to the injured Employee when received by the Employer along with the balance of said Employee's salary.

ARTICLE XVI

LEAVES OF ABSENCE

a. Personal Days

1. Employees are granted four (4) personal days per year for the duration of this Agreement, Personal days are days that require the Employee's absence for personal, legal or family business which cannot be accomplished at any other time other than work hours. Employees planning to be absent under this clause shall notify their supervisor a reasonable time in advance (at least 24 hours if possible). Payment for an absence classified as a personal day shall be subject to review and specific approval by the Chief of Police. Such approval shall not be unreasonably denied. In the event of an emergency which does not permit advance notice, the Employee shall give the reason for his absence upon his return to work. These days shall be considered personal days and are not to be considered any part of bereavement leave granted under this Article. Personal days shall not accumulate from year to year.

2. Personal days shall be prorated on a monthly basis for any Employee not working a full calendar year.

b. Bereavement Leave

1. In the event of a death in his or her immediate family, as hereinafter defined, the Employee shall be granted five (5)

days leave from duty with pay. Said days shall not be charged against sick leave, vacation time or personal leave.

2. Immediate family is herby defined as parent, spouse, child, parent-in-law, brother, sister, step-brother, step-sister, adopted and/or step-children and all grandparents.

ARTICLE XVII

HOSPITAL AND MEDICAL INSURANCE

a. Active Employees - Medical/Hospitalization

All Employees covered by this Agreement and their dependents shall be covered by the Employer's hospitalization and medical/surgical plan in effect as of January 1, 2007 or equal coverage.

b. Retirees

1. The coverage for eligible retirees and their dependents shall be the maximum coverage in effect for the Employee at the time of retirement.

2. Any Employee with twenty-five (25) years of service can remain in the Borough's medical insurance and hospitalization plan upon retirement and obtain insurance coverage through the Borough and the Borough shall pay the full premium.

3. An Employee of the Borough's insurance plan with ten (10) years or more of service but less than twenty-five (25) years, has the option upon retirement to remain in the Borough's insurance and medical coverage plan but will be obligated to pay the Borough for the insurance premiums. This provision is contingent upon the allowance of same by the Borough's insurance provider.

c. Optical Plan

Employees covered under this Agreement shall be covered by the Borough's eye care program. The plan shall allow each Employee covered under this Agreement to be reimbursed up to one hundred-fifty dollars ($150.00) per year for any combination of exam or hardware. The plan does not provide benefits for the Employee's dependents.

ARTICLE XVIII

EDUCATION

a. Eligibility for Benefits

The benefits set forth in this Article are applicable to those Employees who are currently receiving them as of January 1, 2010. These benefits will continue for those Employees. These benefits shall not be extended to or applicable for any Employee not receiving them as of January 1, 2010.

b. Tuition Reimbursement

Employees who take courses leading to a degree in police science shall be paid an amount expended per credit. Said amount shall not exceed fifty dollars ($50.00) for each college credit. This payment shall be made by the Employer prior to each semester. In the event the courses are not successfully completed by the Employee, the Employee will be required to reimburse all monies already received for said course.

c. Law Enforcement Certificate

Each Employee who has received a law enforcement certificate shall receive five hundred dollars ($500.00) as an additional salary increment.

d. Compensation for Degrees

1. Each Employee who has received an Associate's Degree in Political Science shall receive one thousand dollars ($1,000.00) as an additional annual salary increment to his base salary.

2. Each Employee who has received a Bachelor of Arts or Bachelor of Science Degree shall receive fifteen hundred dollars ($1,500.00) as an additional annual salary increment to his base salary.

3. The salary increments heretofore mentioned shall commence and be payable on the pay date next following submission to the Employer of proof of successful completion of said course or the obtaining of such degree as the case may be.

e. The prior unit members being paid under previous contract specifications shall continue to receive their agreed upon amounts.

ARTICLE XIX

CLOTHING ALLOWANCE

a. Clothing Purchase and Cleaning

1. The parties agree that it is necessary for the Employee to appear well dressed in public and to present a proper image as a representative of the Employer.

2. Effective January 1, 2011, the clothing/maintenance allowance of fifteen hundred dollars ($1,500.00) per year has been added to, included with and made a part of all officers' annual base salaries as per Article VIII, Section A.

b. Detective Allowance

Each Detective shall receive an additional and separate clothing amount of two hundred and fifty dollars ($250.00) above the allowance specified in paragraph A.2 above. This payment is due to the Employee with the first paycheck in November of each year. Such payment shall be prorated on a monthly basis for any Employee not working a full year.

c. Vehicles

All police vehicles, exclusive of motorcycles and motor scooters, shall be equipped with air conditioning.

d. Equipment Committee

It is agreed by the parties that there shall be created a committee consisting of two (2) patrolmen and one (1) officer chosen by the PBA along with the designee for Mayor and Council

and the Chief of Police, as chosen by the Mayor and Council, who shall meet no less than two (2) times per year to discuss the purchase of various equipment and other necessary items concerning and relating to the Employees' work efforts and duties.

e. Leather Gloves

For health and safety reasons, any Employee wishing to purchase and wear protective leather gloves will be authorized to do so. This is for year round use by officers.

ARTICLE XX

FALSE ARREST INSURANCE

a. It shall be in the best interest of the Borough of Seaside Heights to encourage police officers to perform their duties to the best of their ability. The Borough also understands the problems arising with the possibility of a false arrest suit against an officer.

b. It shall be understood that all officers of the Department shall be insured for false arrest and other liability insurance which the Employee shall deem advisable for at least a minimum of one million dollars ($1,000,000.00).

ARTICLE XXI

NOTIFICATION TO EMPLOYER OF DATE OF RETIREMENT

a. Notice

Every Employee shall provide the governing body of the Borough, in writing, notice of the date such Employee desires to retire from his position six (6) months prior to the effective date of retirement.

b. Health Benefits on Retirement

Any officer who retires from the Borough after twenty-five (25 years or more of continuous service to the Borough shall continue to remain in the Borough's Benefit Plan in effect at the time of retirement. The coverage at the time of retirement shall be to provide the maximum coverage in effect at the time of retirement.

c. Death in the Line of Duty

In the event an officer dies while in the line of duty, his family shall remain in the Borough's Medical Plan for a minimum of one (1) year.

d. Payment for Disability

1. In the event an officer is forced out of duty due to an on-the-job disability, said officer shall be compensated for his disability at the rate of the maximum step on the salary schedule.

2. It shall be understood that this provision will be applicable only upon approval by the State of New Jersey's Division of Pensions and Benefits.

e. Compliance with Statutes

It shall be understood that any changes in the statutes covering retirement shall be automatically controlling on this provisions.

ARTICLE XXII

SAVINGS CLAUSE

If any part, clause, portion or Article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or Article may be deleted and the remainder of the Agreement not affected shall continue in full force and effect absent the clause found to be illegal unconstitutional.

ARTICLE XXIII

FULLY BARGAINING CLAUSE

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, subject to the provisions of the New Jersey Employer/Employee Relations Act.

ARTICLE XXIV

DURATION

THIS AGREEMENT shall be in full force and effect as of January 1, 2014 and shall remain in effect through and including December 31, 2016 without any re-opening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than ninety (90) days prior to the expiration of this Agreement of a desire to change, modify, or terminate this Agreement. All terms and conditions of employment and practices remain in full force and effect during negotiations for a successor agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 5th day of August, 2014.

BOROUGH OF SEASIDE HEIGHTS

PBA LOCAL #252

John Dudas, President

Douglas Roemmele, Vice President

Anthony Molinaro, Secretary

Kevin Shouldis, Delegate