

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF SOUTH TOMS RIVER

And

**THE SOUTH TOMS RIVER POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL # 368**

Effective JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

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Approved 5-21-12

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Bill Kosh.*

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PURPOSE

The purpose of this agreement shall be set forth, herein, the negotiable terms and conditions of employment to be observed between the parties hereto and improve the harmonious relations between the Borough of South Toms River and the South Toms River Policemen's Benevolent Association, Local 368, and to formally set forth the relative rates of pay, hours of work, and other conditions of employment consistent with the law and the established practices not modified by this agreement.

RECOGNITION OF THE P.B.A

A. The Borough of South Toms River recognizes the South Toms River Policemen's Benevolent Association, Local 368, as the exclusive representative of all employees of the bargaining unit as defined in the following section B for the purpose of collective bargaining and all activities and processes relative thereto. Said South Toms River Policemen's Benevolent Association, Local 368, is permitted to negotiate with the Borough of South Toms River for the purpose provided in Chapter 303.L. 1968 (N.J.S.A. 34-13-1 et seq.) with respect to salary, hours and those terms and conditions of employment permitted by state statute.

B. The bargaining unit shall consist of all full-time police officers of the Borough of South Toms River Police Department, now employed or hereinafter employed with the exception of the Chief of Police.

C. For purpose of this contract, any reference to the Borough of South Toms River shall be stated as the "Borough" or "Employer", and shall stand for one in the same. Any reference throughout this contract to the South Toms River Policemen's Benevolent Association, Local 368, or its members, shall read "Association" or "Employee".

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitutions of the State of New Jersey and the United States.

B. All of the terms and conditions of employment not specifically set forth herein, or not specifically covered by existing statutes, are hereby reserved by the Borough as its management prerogatives and rights.

RIGHTS AND PRIVILEGES OF THE ASSOCIATION

A. The Borough agrees to make available to the Association all public information concerning negotiable matters between the Borough and the Association to process any complaints. All requests shall be made through the Chief of Police.

B. Negotiation sessions will be set during off duty hours. Such participation shall be limited to three (3) members.

C. The Association shall have the use of the bulletin board and pigeonholes to contact members of the Association.

D. The Borough agrees to grant the necessary time off without loss of pay to the President, Delegate, and such other members three (3) days to attend the State Convention, and five (5) days to attend the National Conventions of the New Jersey State Policemen's Benevolent Association, Inc. Said delegation shall consist of up to three (3) members of the Association, maximum.

In addition, the employer agrees to grant the delegate of the Association one (1) day off per month to attend the State and County meeting of the New Jersey State Policemen's Benevolent Association, Inc., and to attend other Association business. Said time off shall be without loss of pay.

BULLETIN BOARD

The Borough will provide a bulletin board in a conspicuous location in the Police Headquarters for the use of the Association in posting notices concerning Association business and activities. Said bulletin board shall be under the control of the Association and the superior officer shall approve all notices.

COLLECTIVE BARGAINING PROCEDURES

A. Collective bargaining with respect to rates of pay, hours or work, or other conditions of employment, shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the governing body of the Borough of South Toms River, or its designee, and the President of the Association, or his designee, shall be the respective bargaining agents for the parties.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

C. Employees of the Borough who may be designated by the Association to participate in the collective bargaining meetings called for the purpose of negotiation of a Collective Bargaining Agreement will be excused from their work assignment. This section shall be limited to three (3) members of the Association.

DISCRIMINATION

A. Neither the Borough nor the Association shall discriminate against any employee by reason of race, creed, sex, age, color, disability, political or religious affiliation, nation origin, or Association activity.

B. Where the word "he" or "his" is used in this agreement, it shall refer to both the masculine and feminine gender.

PERSONNEL FILES

A. Employees shall have the right to inspect and review his own personnel file, after proper request to his supervisor or Borough Clerk and in the presence of said supervisor or Borough Clerk. The Borough recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to define, explain or object, in writing, to anything found in his personnel file.

B. The employee will receive copies of any written reprimands, performance evaluations or work commentaries placed in his file. The employee's signature, signifying knowledge of these documents, shall be required.

ADHERENCE TO DEPARTMENT OF PERSONNEL RULES

The Borough and the Association both understand and agree that all rules promulgated by the New Jersey Department of Personnel concerning any matter not specifically covered in the Agreement shall be binding upon both.

GRIEVANCE PROCEDURE

A. That grievance within the meaning of this agreement shall be any controversy or dispute arising between the parties hereto relating to any matter of terms and conditions of employment.

B. That an aggrieved employee shall present his grievance to the Association within three (3) working days of knowledge of its occurrence or such grievance shall be deemed waived. Working days shall include Monday through Friday, and shall not include Saturday and Sunday as set forth in this Agreement. The Association shall make the determination as to the validity of the alleged grievance within five (5) days of receipt. In the event the Association determines the alleged grievance is not valid the individual may continue with this grievance procedure on their own without the assistance of the Association. If the grievance is deemed valid, the Association shall take the following steps:

Step 1:

The President of the Association, or his duly authorized and designated representative shall present and discuss the grievance, or grievances, in writing with the Chief of Police, or his designated representative, and the Chief of Police shall answer the grievance in writing, within forty-eight (48) hours.

Step 2:

If the members of the Association or the employee is not satisfied with the result of Step 1, then such employee and a member of the Association, or the employee or member individually, but in the presence of a member of the Association, shall present the grievance in writing to the Chairperson of the Police Committee. The Police Committee Chairperson shall have seven (7) working days in which to arrange a meeting to discuss the grievance; and in the event the grievance is not adjusted within three (3) additional working days, the employee or member shall present the grievance as provided by Step 3 hereof.

Step 3:

If the member and the Association are not satisfied with the results of Step 2, the Association and the governing body of the Borough shall meet to discuss the grievance

at the next meeting, including regular and caucus meetings.

Step 4:

If the grievance is not settled through Step 3, then the grievance may go to mediation.

Step 5:

1. If the grievance is not settled through the preceding steps, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after the determination of Step 4 proceeding. The Arbitrator shall be selected in accordance with the rules of the said Commission and the expense of the Arbitrator or Arbitrators shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his presentation.

2. The Arbitrator or Arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. The Arbitrator shall have no authority to modify or alter in any way the Provisions of this Agreement or any amendment or supplement thereto. However, if the Agreement does not contain specific terms, the Arbitrator may consider past practice of the parties. The decision of the Arbitrator shall be final and binding.

3. The time limits expressed herein shall be strictly adhered to, unless mutually waived verbally or expressly by both parties. Nothing herein shall prevent the parties from mutually agreeing to extend or constrict the time limits provided for processing the Grievance Procedure. A failure to respond to any step within the provided time limits shall be deemed a denial.

LEAVE: BEREAVEMENT, PERSONAL AND VACATION

A. Bereavement:

1. Each employee will be granted five (5) days of leave with pay upon the death of his spouse, child, parent, brother, sister, grandparent, or grandchild of the employee or his spouse. Said leave will include the death of step-parents, step-brothers, and step-sisters. Said leave shall not be charged against sick leave, vacation time or personal time.

B. Personal Leave:

1. All employees shall be granted up to four (4) days leave per year for personal reasons. This leave shall not be charged against annual leave or any other leave.
2. Unused personal leave shall not accumulate from year to year.
3. Non-emergent personal leave is subject to one week advance written notice and approval by the Chief of Police or his appointed designee. It is understood that personal leave shall not be granted due to requirements of a second job.

C. Annual Leave (Vacation):

1. Annual leave with pay shall be earned at the rate of one (1) working day of leave for each full calendar month of service during the remainder of the first calendar year, as well as the second calendar year following the date of appointment.

2. Vacation leave for employees in their third (3) year or more of service shall be defined as follows:

3 rd through 10 th year of service	=16 working days
11 th through 20 th year of service	=21 working days
After 20 th year of service	= 1 additional day per year

In an employee's last calendar year of service, vacation leave shall be prorated on the basis of the number of credited days of leave as set forth above, divided by the number of months the employee had worked in that last calendar year.

3. Vacation leave shall be credited to the employee on January 1st of each calendar year.

4. Vacation allowance must be taken during the current calendar year, at such times permitted or directed by the Chief of Police and/or the governing body, unless the Chief of Police and/ or the governing body determines that it cannot be taken because of pressure of work. Any unused vacation leave may be carried forward into the next succeeding year only.

5. Employees will, with due consideration of the needs of the Borough, be permitted to take their vacation at times they request. However, the Chief of Police, or his duly designated representative must approve all vacation dates.

6. If an officer applied for vacation time that could not be used due to extraordinary circumstances, the officer will be paid subject to the discretion of the governing body.

LEAVE: SICK, ABSENCE WITHOUT PAY, OTHER LEAVE

A. Sick: Sick leave is defined as an absence from duty, while in good standing, due to: illness, accident, injury, disability, exposure to contagious disease, or the necessity to attend to and care for an ill member of the immediate family.

1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after the initial appointment, and fifteen (15) working days every calendar year thereafter.

2. These (15) days shall be credited to the employee on January 1st of each calendar year of service.

3. In an employee's last calendar year of service sick leave shall be prorated on the basis of one (1) working day for each month the employee had worked in that last calendar year.

4. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.

5. If any employee is absent for any reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those situations where notice must be made prior to the employee's starting time.

6. Failure to notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

7. Absence without notice for five (5) consecutive days shall constitute resignation under Section 16.12 (Resignation) of the Department of Personnel.

8. An employee who is on sick leave for three (3) or more consecutive days, shall be required to submit acceptable medical evidence substantiating the illness.

9. An employee who has been absent on sick leave for periods totaling sixteen (16) days in one calendar year, consisting of periods less than three (3) days, shall be required to submit acceptable medical evidence of any additional sick leave in that year, unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one certificate shall be necessary for a period of six (6) months.

10. The Borough may require an employee who was been absent on medical leave, as a condition of his return to duty, to be examined, at the expense of the Borough, by a physician designated by the governing body. Such examination shall be to establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health or safety of other employees.

11. Upon the retirement of an employee who has been hired prior to January 1st, 2011, the Borough shall pay the employee for half of his accumulated sick leave, that he has earned while in the Borough's employment, not to exceed \$15, 000.00. For employees hired after January 1st, 2011 the Borough shall pay the employee for half of his accumulated sick leave, that he has earned while in the Borough's employment, not to exceed \$5,000.00. The Borough shall have the option of purchasing an annuity contract, which shall provide the retiring employee with the option of receiving either a lump sum or a two (2) or three (3) year payout.

12. An employee may, at his option, request and receive payment for up to ten (10) days of their accrued annual sick leave at the previous years rate. This request will be made no later than January 31st and will be payable no later than the fourth pay period of the year. This request cannot cause the employees accumulated sick leave to drop below fifteen (15) days for that previous year.

B. Leave of Absence Without Pay

1. Leave of absence without pay, for cause, must be granted by the Borough provided it does not seriously disrupt operations.
2. A leave of absence without pay shall be presented to the Chief of Police in writing.
3. A leave of absence shall not exceed six (6) months per calendar year. It may be renewed not more than one (1) time for a like period.
4. An employee who fails to report for work the first day after the expiration of his leave, shall be considered to have resigned.
5. Upon return from an officially approved leave of absence, all benefits achieved prior to such leave of absence shall be restored to the member of the bargaining unit; however, such absent time shall not count in any fashion toward accumulation of benefits, nor seniority.

C. Other Leaves

All other proper and authorized leaves, as provided in the rules of the Department of Personnel, shall be recognized and constitute part of this agreement. The Borough shall also allow employees to utilize leaves under the State and Federal Family Medical Leave Acts.

SICK LEAVE LOANS

Sick Leave Loans: Employees will be allowed to loan their accumulated sick leave to other employees who have exhausted their accumulated time off due to lengthy illness or injury, so that the recipient may remain on the payroll of the borough until such time as all leave is exhausted.

A. Employees who wish to loan their accumulated sick leave shall be reimbursed by the recipient. As the recipient is credited with new sick leave at the beginning of each year, he must use fifty (50%) percent of the time toward reimbursement of the loaner(s) until the loan is repaid in full.

B. If the recipient dies or resigns prior to the reimbursement, the loaning employee(s) must forfeit the loaned time.

C. In no event shall an employee be allowed to loan more than one (1) week of their accumulated time or fifty (50%) percent of their accumulated sick leave balance, whichever is less during the calendar year.

HOLIDAYS

A. The following are recognized as holidays:

1. New Years Day
2. Martin Luther King's Birthday
3. President's Day
4. Good Friday
5. Easter Sunday
6. Memorial Day
7. July 4th (Independence Day)
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Thanksgiving Friday (Day after Thanksgiving)
14. Christmas Day

B. Legal holiday tours of duty shall be distributed equitably among the employees by the Chief of Police. If the employee works on the holiday, said employee shall be paid time and 1/2 for working that day.

C. For an employee to qualify for time and 1/2 pay for the legal holiday, said employee must work his scheduled days work before and after the legal holiday.

D. Employees shall be paid for the fourteen (14) holidays on the first payday in December.

UNIFORMS

A. The Borough shall supply police uniforms and all official accessories to police officers as authorized by the Chief of Police, and the Police Committee Chairman.

B. Uniforms damaged while performing normal police duties, other than normal wear, shall be replaced by the Borough upon receipt of the damaged uniform or equipment.

C. If an employee is hired after the first week in July, he shall forgo the clothing allowance for the following year. However, said employee shall be fully suited with an initial issue by the

Borough in the year of hiring, subject to what is already in the Department and available to be used by said employee.

D. Initial issue shall be defined as:

Quantity	Item
1	mid weight uniform pants (Class B)
1	long sleeve uniform shirts (Class B)
1	short sleeve uniform shirts (Class B)
1	uniform ties
3	long sleeve utility uniform shirt (Class C)
3	short sleeve utility uniform shirt (Class C)
3	pairs utility uniform pants (Class C)
1	name plate
1	tie bar
1	breast badge
1	class A hat
1	Baseball cap with patch (Class C)
1	set of collar brass
1	pair of boots (rocky or equivalent)
1	basket weave gun belt
1	basket weave security holster
1	basket weave magazine pouch
1	basket weave cuff case
1	basket weave OC spray case
1	pair of peerless cuffs
1	nylon duty belt
1	nylon cuff case
1	nylon magazine pouch
1	nylon radio holder
1	nylon OC spray holder
1	nylon duty holster
1	rain coat
1	light jacket (blauer or equivalent)
1	winter coat (blauer or equivalent)
1	class A hat cover
1	class A hat badge
1	PR-24 or Expandable Baton (ASP)
1	basket weave PR-24 or Expandable Baton holder
1	crew neck sweater
1	whistle and lanyard
1	basket weave Sam Brown cross strap
11	Departmental Uniform patches
6	American Flag patches

E. A uniform allowance, will be paid as a check, to each full time employee who has reached his tenth (10th) anniversary. All other full time employees will receive vouchers.

1. The uniform allowance will remain at \$1250.00 for the duration of this contract.

F. Said clothing allowances shall be available as of the first pay period in July, subject to State approval of the Borough's budget.

GUNS AND CLOTHES MAINTENANCE

A. The Borough agrees to pay an allowance for cleaning and/ or maintenance of both gun and clothes.

B. This allowance is only for full-time employees of the Borough.

C. Each full-time employee will receive a check for his maintenance no later than the first pay period of July in each year, subject to State approval of the Borough's budget.

D. The maintenance allowance will remain at \$250.00 for the duration of this contract.

PAY PROCEDURE WITH WORKER'S COMPENSATION

A. Any employee injured in the performance of his work will receive Worker's Compensation Insurance according to regulations.

B. The Borough will continue to pay compensation in the amount of the employee's regular salary, while the Worker's Compensation checks to the employee will be handed into the Borough Chief Financial Officer, upon receipt of them by the employee.

INSURANCE

The Borough shall provide to all employees covered by this agreement and their families, an insurance and prescription plan equal to or better than coverage provided under the New Jersey State Health Benefits Program. The premiums of said insurance shall be paid by the Borough.

The Borough shall pay all employees covered by this agreement that choose not to participate in the provided insurance plan 30% of the premium cost each year the employee chooses not to participate in the provided insurance plan. That premium cost shall be determined by the employees current plan at the time of the opt-out and continue for the term of the contract or until the employee

reenrolls into the insurance plan. This payment shall be made by the first pay period in December of each year of non-participation in the provided insurance plan.

It is agreed between the parties that if the PBA comes up with a dental plan for its members, the parties will re-open negotiations for such a plan. It is further agreed by the parties that if the borough enrolls to a dental plan, the PBA will be allowed to join the plan.

RETIREMENT – INSURANCE COVERAGE

The Borough agrees that any police officer who retires after 25 years of continuous service with the Borough of South Toms River, shall receive the same health insurance coverage which is provided to Borough employees and their families and under the same terms and conditions thereof.

Such coverage shall not apply to any retiree who is covered by a substantially similar health insurance program from their spouse or any other source.

Once a retiree becomes eligible for Medicare, the coverage provided by the Borough becomes the secondary insurance coverage as Medicare becomes the primary insurance coverage.

WORK HOURS- OVERTIME COMPENSATION

A. Each member of the Association shall be paid overtime compensation at the rate of one and one half (1 ½) times his regular pay for the following:

1. Work performed in any day in excess of eight (8) hours.
 - 1a. A day shall be defined as starting at 2300 hours and ending at 2300 hours.
2. Work performed after or other than forty (40) hours contained in the normal work week.
 - 2a. A week shall be defined as 2300 hours Friday to 2300 hours the following Friday.
3. For all work caused when an employee is called to duty on what is normally his off duty hours, said employee shall be paid overtime, at the rate of time and one half (1 ½) for a minimum of four (4) hours, regardless of the time he actually worked. However if said employee is called to work, and an overlap occurs with his regularly scheduled shift, said employee will receive a minimum of two

(2) hours pay regardless of the time actually worked prior to his scheduled shift with no overlap, excluding court time.

4. In the event an employee is called to duty other than his normal assignment for either Municipal Court appearances, or appearances in any Court in the State of New Jersey, he shall be paid at the rate of one and one half (1 ½) times his regular salary, and shall receive a minimum of two (2) hours pay at the overtime rate.

5. A seventy – two (72) hour notice is required for any change in shift. If less than the required seventy – two (72) hour notice is given, the hours worked within that seventy – two (72) hour period shall be paid at the rate of time and one-half. This provision may be waived by mutual agreement between the officer and the Chief of Police.

B. Overtime will be worked only when necessary and when the employees are expected to work necessary overtime.

C. Overtime shall not be worked during any work period in which an employee is on vacation, except in an emergency with the authorization from the Chief of Police or officer in charge in case of his absence.

D. No overtime shall be paid unless said overtime was authorized by the Chief of Police or officer in charge in the case of his absence.

EMERGENCY CLOSURES

In the event that the Borough closes for an emergency, i.e. Snow Day, State of Emergency, etc., all employees that report to work for their normally scheduled shift shall be compensated with eight (8) hours of Compensatory Time for that day.

COMPENSATORY TIME

- A. Overtime duty shall be compensated in money payment at a rate of time and one-half. Provided, however, that the employee may elect to receive compensatory time off at the rate of time and one-half in lieu of overtime.
- B. The borough shall not discriminate in the offering of overtime assignments to any employee on account of any employee's willingness or unwillingness to accept compensatory time off or money payment, nor shall the borough attempt to influence any employee's election to receive compensatory time off or money payment.
- C. Compensatory time off shall be administered, scheduled and made available in the same fashion as vacation time is administered.
- D. An employee shall be permitted to accumulate a total of one hundred and twenty (120) hours of compensatory time off. Any election to receive overtime payment in the form of compensatory time off in excess of the said one hundred and twenty (120) hours shall be disregarded by the borough and the employee shall be paid in money for such time.
- E. Should any employee accumulate over one hundred and twenty (120) hours of compensatory time for any reason, and the borough desires to reduce this amount by either payment or time off, any reduction shall first be discussed with the employee and a reasonable reduction timetable will be implemented.

ON CALL SUPERVISORS

A supervisor who is "on call" shall receive 2 hours compensatory time per week that they are assigned to be on call. The "on call" status of the supervisors is maintained and scheduled by the Chief of Police.

PROVISIONAL OFFICER

A. A provisional officer is a person hired for a period of 90 days according to The Department of Personnel regulations. Any employee hired as a provisional officer remains at Step # 1 salary pay rate set forth in this agreement, until such time he is hired as a permanent full time employee, has graduated the Police Academy, and has completed one (1) year of service as a full time permanent employee.

B. Any provisional officer that is hired as permanent full time employee will receive his step increase from the day he is hired as permanent full time employee, not the day he was hired as a provisional officer.

SALARY GUIDE

A. The base salary for patrolman, for the years 2011, 2012, 2013 shall be as follows:

	<u>2011</u>	<u>2012</u>	<u>2013</u>
1.	\$33,920.14	\$34,598.54	\$35,636.50
2.	\$39,463.69	\$40,252.96	\$41,460.55
3.	\$44,506.97	\$45,397.11	\$46,759.02
4.	\$47,620.46	\$48,572.87	\$50,030.06
5.	\$50,226.09	\$51,230.61	\$52,767.53
6.	\$57,879.86	\$59,037.46	\$60,808.58
7.	\$60,482.47	\$61,692.12	\$63,542.88
8.	\$64,751.73	\$66,046.77	\$68,028.17

B. Officers hired before January 1, 1991 will move to the next step on the salary guide on January 1st of each new calendar year of service. Officers hired on or after January 1, 1991 will move to the next step of the salary guide on the anniversary date of their hire.

C. Officers in the rank of patrol who have reached the top step of the guide shall move to the Off-Guide pay scale on their anniversary date. The Off-Guide pay scale shall be:

	<u>2011</u>	<u>2012</u>	<u>2013</u>
1.	\$68,269.20	\$69,634.58	\$71,723.62

D. The base pay for Sergeant shall be as follows:

	<u>2011</u>	<u>2012</u>	<u>2013</u>
1.	\$73,048.05	\$74,509.01	\$76,744.28

E. The base pay for Lieutenant shall be as follows:

	<u>2011</u>	<u>2012</u>	<u>2013</u>
1.	\$78,161.40	\$79,724.63	\$82,116.37

F. All salaries are retroactive to January 1, 2011.

LONGEVITY

A. Each employee hired prior to January 1st, 2011 shall be paid, as part of his annual wage, a longevity increment based upon his years of continuing employment in the Police Department in accordance with the following schedule:

Completion of 6 years	.02 (2 Percent)
Completion of 12 years	.04 (4 Percent)
Completion of 18 years	.06 (6 Percent)
Completion of 22 years	.08 (8 Percent)

B. Each officer of the Police Department shall qualify for longevity increment on the anniversary date of his employment as full time officer as agreed above.

C. Officers hired after January 1st, 2011 will not receive longevity increments.

PROMOTIONS

Employee's salary shall be increased from the base pay in the amount of .03 (3 Percent) for the promotion made by the governing body of the Borough, and pursuant to Ordinance, in rank including but not limited to Detective.

SUSPENSION

It is agreed between the Borough and the Association that if an officer is suspended for any action other than a disciplinary violation, he shall continue to receive his pay, and perform those duties prescribed by the Chief of Police, until such time as there is disposition of the matter. There shall be no non-disciplinary suspension without a hearing.

COOPERATION

A. The parties of this Agreement recognize that the welfare of the residents of the Municipality as well as the harmonious employer- employee relationship requires that the full intent of this Agreement be reached. It is the intent of both the Borough and the Association that this is achieved and that the Police Department shall operate harmoniously.

B. Both parties, however, recognize that in carrying out the full intent of this agreement certain questions, both of technical nature and otherwise, may arise, which are unforeseen. Accordingly, both parties commit themselves to the orderly and peaceful settlement of any questions which may arise under this Agreement, and further agree that it is their intention and desire that no strike or other interruption of normal employment or production shall occur during the life of this Agreement.

PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

A. It is the belief that it is in the best interest of the Borough to encourage employees to further their formal higher education in police science and/ or criminal justice and subjects related to improving their ability to better serve the community efficiently and competently. To that end, the Borough shall reimburse employees who successfully complete courses in such fields of study in pursuit of an Associates Degree.

B. Except as provided in Paragraph 3 hereof, it shall be the obligation of each Association member to notify the governing body in writing of any course of study toward an Associate Degree with sixty (60) days prior notice.

C. If an employee desires to further his formal education beyond an Associates Degree, he must receive written approval for each subject course prior to enrollment therein. Said approval shall come from the governing body of the Borough.

D. Reimbursements for tuition of one hundred (100%) shall be made by the Borough to the employee after the employee has furnished the Borough with proof that he satisfactorily completed the course of study.

E. Satisfactory completion of an approved course shall be defined as one in which a grade of "C" or better was achieved.

F. The borough shall pay for all books required by the course of study. The books will then become property of the Borough.

G. For an employee to be eligible to receive reimbursement for college credit, he must have completed two (2) years of service as a full-time employee. Said employee is only eligible to collect reimbursement for college credits earned after he has been a full-time employee.

H. The officer designated as the D.A.R.E. officer for the Borough of South Toms River shall receive an additional one percent (1%) added to his base salary. The D.A.R.E. officer will be designated by the Borough, from the entire P.B.A. membership on a non-rotating basis as the governing body sees fit. The additional one percent (1%) will be retroactive to January 1, 2011.

SEVERABILITY

A. If any part, portion or article of this Agreement shall be 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 so affected shall continue in full force and effect, absent the illegal clause.

B. Should any legislative act or government regulation or order affect any particular provision of this Agreement, it shall only apply to that specific portion of this Agreement affected thereby.

C. If any such provisions are so determined to be invalid, the Borough and the Association will meet for the purpose of negotiating changes made necessary by the applicable law.

MISCELLANEOUS

A. Copies of this agreement shall be printed at the expense of the Borough after the Agreement with the Association of Format, and such printing shall be completed if possible, within thirty (30) calendar days after this Agreement is signed. This Agreement shall be presented to all the members of Collective Bargaining Unit.

B. Whenever any notice is required to be given by either of the two parties to this Agreement, either party shall do so by telegram or registered letter at the following addresses: 1. If by the Association: to the governing body at the Municipal Building, 144 Mill Street South Toms River, New Jersey 08757

2. If by the governing body: to the Association, P.O. Box # 265 Beachwood, NJ 08722.

C. The Association and its representative may have the right to use the municipal buildings at all reasonable hours for meetings. However, approval is required, and such approval shall not be unreasonably withheld. The Borough shall be notified in advance of the time and place of all such meetings.

D. The Association shall have the right to use the copier machine upon reasonable notice and providing it is not in use. The Association shall pay the Borough for the actual cost of materials used.

E. An Association representative may speak to the members of the bargaining unit at the end of any meeting, providing no interference occurs with the normal operation of the Department.

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The duration of this contract is January 1, 2011 through December 31, 2013.

B. Both parties agree to commence negotiations for the year or years starting 2014, no later than November 18, 2013, unless this date is mutually extended. The parties agree after negotiations commence, to meet at least once a week, unless mutually agreed otherwise.

C. In the event that the negotiations are not completed for a new Agreement on or before the expiration of this Agreement, all parties agree that this Agreement shall remain in full force and effect until such time as a new Agreement is reached.

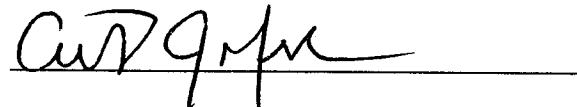
SIGNATURES OF AGREEMENT

BY: SOUTH TOMS RIVER

P.B.A. LOCAL 368



John Wissel, President, Local 368



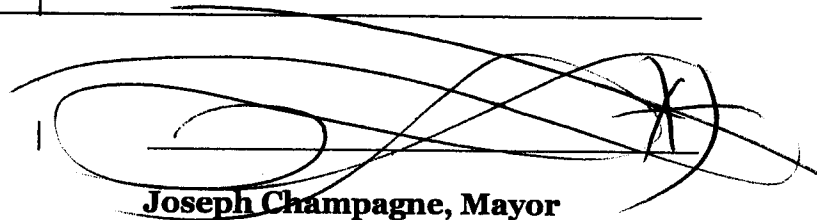
Anthony Melchionne, Supervisor's Representative, Local 368



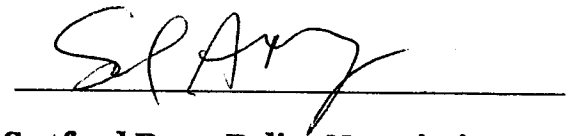
Michael Schneidt, State Delegate, Local 368

BY: BOROUGH OF

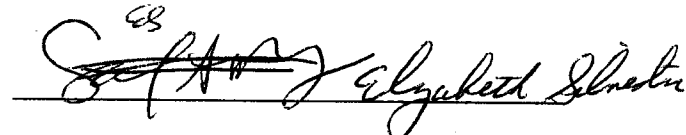
SOUTH TOMS RIVER



Joseph Champagne, Mayor



Sanford Ross, Police Negotiation Committee Chairperson



Elizabeth Silvestri, CMC, RMC, Borough Clerk

SIGNED THIS 22 DAY OF May IN THE YEAR 2012.

