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AGREEMENT

BETWEEN

TOWNSHIP OF BARNEGAT

AND

BARNEGAT TOWNSHIP POLICE SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 1991 THROUGH DECEMBER 31, 1993

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PREAMBLE

THIS AGREEMENT made this 20th day of April, 1992, by and between the TOWNSHIP OF BARNEGAT, a Municipal Corporation of the County of Ocean, State of New Jersey, hereafter referred to as "Employer" and the BARNEGAT TOWNSHIP POLICE SUPERIOR OFFICERS ASSOCIATION, hereafter referred to as "SOA" as bargaining agent and on behalf of Superior Officers of the Barnegat Township Police Department, township of Barnegat, County of Ocean, State of New Jersey, hereafter referred to as "Employee".

WITNESSETH:

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

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereunto agree with each other with respect to the Employees and the Employer recognized as being represented by the SOA as follows:

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ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

SECTION I: The employer hereby recognizes the SOA as the sole and exclusive representative of all Employees in a negotiating unit as defined in Article I, Section 2, herein, for the purpose of collective bargaining, and all activities and precesses relative thereto.

SECTION 2. The bargaining unit shall consist of all of the Superior Police Officers of the Police Department of Barnegat Township now employed or hereafter employed, from Detective First Grade through and including Deputy Chief of Police, but excluding the Chief of Police.

SECTION 3. This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

SECTION 4. This Agreement is made pursuant to the Ordinances of the Township of Barnegat and pursuant to a resolution duly adopted by the Township Committee of the Township of Barnegat at a public meeting.

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ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

SECTION 1. Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designees and members of the Committee as designated by the Township Committee of the Township of Barnegat and the designated officer of the Superior Officers or his designee together with members of his negotiating Committee, shall be the respective negotiating agents for the parties.

SECTION 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

SECTION 3. Employees of the Employer who may be designated by the SOA to participate at collective bargaining agreement meetings, will be excused from their work assignments.

ARTICLE III

DISCRIMINATION AND COERCION

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

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ARTICLE IV

SALARIES

- a. Effective January 1, 1991, a five (5%) percent increase across the board.
- b. Effective January 1, 1992, a three (3%) percent increase across the board.
- c. Effective July 1, 1992, an additional three (3%) percent increase the board.
- d. Effective January 1, 1993, a six (6%) percent increase across the board.

A minimum seven (7%) percent differential shall be maintained between ranks from top grade Patrolman salary through rank of Deputy Chief.

POSITION	CURRENT	EFFECT 1/1/91		EFFECT 7/1/92	EFFECT 1/1/93
Dep.Chief	51,555.00	54,132.75	55,756.73	57,429.43	60,875.20
Captain	48,182.00	50,591.10	52,108.83	53,672.10	56,892.42
Lieutenant	45,030.00	47,281.50	48,699.95	50,160.94	53,170.60
Seargent	42,084.00	44,188.20	45,513.85	46,879.26	49,692.02
Det./ 1st Grade	•	41,297.55	42,536.48	43,812.57	46,441.33

ARTICLE V

LONGEVITY

Each Employee shall be paid, in addition to his current annual wage a longevity increment, based upon his years of employment with the employer a percentage of his basic salary, in accordance with the following schedule:

Start of 5th year of service - 3 percent
Start of 9th year of service - 4 percent
Start of 13th year of service - 5 percent
Start of 17th year of service - 6 percent
Start of 21st year of service - 7 percent

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Longevity payments will be included in the computation of the daily rates of apply for calculation of benefits, excluding salary increases.

ARTICLE VI

VACATION LEAVE

SECTION 1. All regular full-time employees shall receive an annual vacation leave from duty with full pay.

SECTION 2. Selection of vacation shall be based upon seniority.

SECTION 3. The accumulation of vacation time shall be cumulative from year to year, and shall be accumulated in accordance with the following schedules:

Years of Service Completed	Terms of Step	Maximum Accumulation per year	
	0 - 3 years	14 days	
3	4 - 8 years	17 days	
8	9-13 years	20 days	
13	14-18 years	25 days	
18	19 & over	27 days	

SECTION 4. Vacation time for the forthcoming calendar year will be allotted as of January 1. This provision allows members to utilize vacation leave without having first acquired or accumulated said leave, as stipulated in Article VI, Section 3 of this Agreement.

SECTION 5. All department personnel will pick up their vacation leave prior to March 1st. for the current year. Any two department members, regardless of rank shall be permitted vacation leave at any given time, in accordance the Section 2, Article VI. If all vacation leave has not been selected by March 1st., it may be done after this date providing 30 days prior notice is given and selection is made in accordance with the provisions in this Article. Time may be taken in whole days or half days.

SECTION 6. Vacation time, once selected in accordance with Sections 1-5, Article VI, will under no circumstances be denied. In the event vacation periods cause less than adequate shift coverage, officers will be called in on an overtime basis to cover said shifts.

SECTION 7. If unforeseen circumstances on the part of the Employee prevent taking vacation as had been scheduled prior to March 1st., he may reschedule vacation leave in any available time period not already allotted to another officer, however, 30 days prior notice must be given.

SECTION 8. Upon termination of employment for any reason employee will be paid at the normal daily rate for any unused accumulated vacation leave, less any unearned vacation leave, no later than one month after termination of employment.

ARTICLE VII

HOLIDAYS

SECTION 1. Each employee shall receive 15 1/2 paid holidays per year. Payment for these holidays shall be made by the Employer to the Employee at straight time, seven days to be paid during the first pay period of June, and eight and one-half days to be paid during the first pay period of December.

SECTION 2. These 15 1/2 holidays are: New Year's Day, Lincoln's Birthday (Observed), Washington's Birthday, Good Friday, Easter Sunday, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve (one-half day), Christmas Day.

ARTICLE VIII

SICK LEAVE

SECTION 1. All employees covered by this Agreement shall be granted sick leave with pay for the purpose of leave with pay from duty, in the event of any sickness and/or injury, at the rate of 15 working days per year.

SECTION 2. The amount of such sick leave not taken shall accumulate from year to year with a maximum of 365 days.

SECTION 3. For any sickness, illness, or injury occurring or arising to an Employee as a result of his employment, the Employee shall be given 15 working days of sick leave time before is charged for the loss of any accumulated sick leave time. The granting of additional days for such additional job-related sick leave shall be determined on a case-by-case basis by the Police Committee, based upon police and medical reports of similar import. Submission of such reports are required only when an Employee seeks to obtain this additional non-deductible sick leave time beyond the first 15 working days non-deductible sick leave time.

SECTION 4. Each Employee shall receive 3 working days off for the purpose of caring for his immediate family in the event of sickness in the Employee's immediate family. These three days off shall be at full pay and any immediate family sick leave time provided for in this section shall not be accumulative nor shall be deducted from any sick leave provided for in the Section or Section 2 or 3 of this Article VIII. This time may be taken as a full day or as a fraction thereof. Immediate family in this Article shall be defined as spouse, children, mother, father, grandparents, brothers or sisters of the Employee and parents and grandparents of the Employee's spouse.

SECTION 5. Each Employee has the option to change five (5) sick days per year to vacation time, provided the Employee has a minimum of thirty (30) accumulated sick days.

SECTION 6. Upon termination of employment for any reason, all accumulated sick leave time and other accumulated benefits will be paid in cash to the Employee at his current rate of pay, no later than one (1) month after termination of employment, less earned sick leave taken.

SECTION 7. Sick leave time may be taken in full days or a fraction thereof.

ARTICLE IX

PERSONAL LEAVE DAYS

Each Employee shall be granted three (3) personal leave days off with pay during the course of any calendar year to be taken as full days or half days. Said leave days are not accumulative and will be lost if not utilized during the calendar year. A three day notice of the taking of personal leave days is required, unless emergency circumstances necessitate shorter notice. No employee is required to explain the purpose of any personal leave day. These personal leave days will be utilized at the officer's discretion and cannot be denied under any circumstances without exception. No more than two employees shall be permitted a personal leave day at any given time. Applications shall be considered in chronological order without respect to seniority.

ARTICLE X

DEATH LEAVE

All regular full-time employees covered by this Agreement shall receive five (5) working days off with full pay in the event of a death in the Employee's family.

For any death other than that of the immediate family one day shall be granted. The term immediate family shall include parents, brothers, sisters, spouse's parents, brothers and sisters and grandparents of the employee or spouse. Eight (8) working days shall be granted in the event of a death of spouse or children.

ARTICLE XI

EATING PERIOD

Each Employee shall receive a 60 minute eating period per eight hour shift worked.

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ARTICLE XII

EDUCATION INCENTIVE

SECTION 1. The Employer agrees to pay to each Employee, in addition to his annual salary, an educational incentive based not only upon his college credits, but based also upon recognized police training other than the basic police academy training.

SECTION 2. For each accumulated 40 hours of recognized police training accumulated by an Employee, said Employee shall receive three (3) education points. Each education point is worth \$12.00.

SECTION 3. Such police training must be in a recognized training course, and proof of successful completion of such course must be made by supplying the Chief of Police with the appropriate standard certification or diploma of satisfactory completion of such course.

SECTION 4. The Employer agrees to pay to each Employee, in addition to his annual salary, and in addition to any payment made for police training, an educational incentive for college credits earned towards a police or police-related degree at the rate of \$12.00 per credit upon an accumulation of a minimum of 32 college credits, and in accordance with the following schedule:

Number of Credits	Amount of Incentive
32-63	\$ 384.00
64-95	\$ 768.00
96-127	\$1,152.00
128 or more	\$1,536.00
Masters Degree	\$2,000.00

SECTION 5. The maximum amount of payment for college incentive in any one year is \$2,000.00. Education and training incentive money earned shall be paid bi-annually on the Wednesday after the first Committee meeting in March and on the Wednesday after the first Committee meeting in November and shall continue with the Employee's employment with the Barnegat Township Police Department.

SECTION 6. Proof of eligibility for police training educational benefits and/or college educational benefits shall be submitted annually to the Police Committee during the period from June 1 to September 1 of the current year.



SECTION 7. Proof of satisfactory completion of the required credits must be submitted in the form of a college transcript or a submission of a diploma or an Associates's Degree or Bachelor's Degree, or Master's Degree.

SECTION 8. The Employer agrees to reimburse the Employee for the purchase of required books needed for any college course taken toward earning police or police-related degree. Payment will be made to the Employee upon submission of paid receipts for same.

ARTICLE XIII

HEALTH BENEFITS

A. MEDICAL CARE

The Township shall provide to each full time employee and the employee's immediate family (spouse and children), the following hospital and medical benefit.

Comprehensive Hospital/Physician coverage with the following deductibles and limits:

- \$100., \$300. per family first dollar coverage paid by the Employee;

Co-insurance deductible of 20% to \$3,000. of coverage paid by the Township.

Other limits to match the current level of coverage at the date of this agreement.

Nothing in this article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.

VISION CARE

The Township shall provide for the costs of vision care for employees up to a maximum amount of \$100. per calendar year. The employee may use this benefit for any member of his/her immediate family. Family means a member of the employees family residing within his/her home and includes students up to the age of 23 years old.

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DENTAL CARE

The Township shall provide to all full time employees and the employee's family group dental coverage that will provide the following coverage:

- \$25. deductible for employee, \$75. per family
- 100% preventative care
- 80% basic care
- 50% prosthodontic services
- other limits to match the current level of coverage at the date of this agreement.

Nothing in this article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.

PRESCRIPTION PLAN

The Township shall provide a Prescription Plan through a carrier that provides a prescription card service with the following coverages:

Current Co-pay - the Township shall provide a "\$1.00 Prescription Plan"

Effective July 1, 1992 - Co-pay shall be \$1.00 for generic drugs and \$3.00 for named brand drugs paid for by the employee;

- Other limits shall be equal to the current coverage as provided by the current carrier at the date of this agreement.

The Employer shall pay the cost of hospital and medical benefits for the Employee and family for 12 months after retirement.



ARTICLE XIV OVERTIME

SECTION 1. The Employer shall pay overtime, consisting of time and one-half (1 1/2 times) to all Employees covered by this Agreement, for hours worked in excess of the normal regular work week.

SECTION 2. In the event that an Employee is called to report to work during his off-duty time, he will be given a minimum of one hour's pay at time and one-half. In the event that an Employee is called to report to work during his off-duty time for any reason, his on-duty time will be considered to begin at that time. If his call out time exceeds one hour, by any amount of time, he will be paid for the second hour at time and one-half.

SECTION 3. Any Employee placed on on-call status during a holiday shall be paid four hours of straight-time compensation. This on-call compensation is separate from and in addition to any overtime pay that might be due for a call-out under Section 2 of this Article. However, in the event that an Employee is called to report to work during his off-duty time, while on call status, the Employee shall not be entitled to compensation provided for under Section 2 form the time that such Employee is contacted.

ARTICLE XV

UNIFORM AND CLOTHING ALLOWANCE

SECTION 1. All initial uniforms and equipment for a starting Employee are to be issued and paid for by the Employer. Upon completion of the probationary first year of service, the Employee will receive a uniform allowance of \$525.00 for replacement of worn or damaged uniforms or equipment. One-half of said payment is to be paid at the first pay period to each Employee at the first pay period of June.

SECTION 2. Each Employee shall receive, in addition to his basic salary, a uniform maintenance allowance in the amount of \$525.00 which is to be paid to each Employee. One-half of said payment is to be paid to each Employee at the first pay period of June.

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SECTION 3. The initial uniform and equipment to be issued by the Employer to each starting Employee shall include, but not be limited to the following items:

1 belt buckle

*1 hat shield

1 bullet case

*2 badges

1 set of insignias for shirts

5 long sleeve shirts

6 short sleeve shirts

1 jacket

2 hats

2 hat bands

2 ties

1 jump suit

1 Garrison belt (basketweave)

1 Sam Browne belt

1 I.D. Case

5 pairs of pants

1 whistle set

2 name plates

1 key holder

1 cuff case (open type)

*1 PR 24

1 PR 24 Holder

*1 handcuffs

*1 9 mm Semi Auto Pistol

1 pair of shoes

1 set of rain gear

1 tie clasp

If any uniform or equipment change is initiated by the Employer, the cost of uniform or equipment will be absorbed at the expense of the Employer.

SECTION 4. Upon termination of employment and during period of suspension, the items marked (*) shall be returned to the Chief of Police. Any such items not returned shall be charged against the Employee's pay according to the costs indicated herein.

SECTION 5. Upon retirement an Employee will be issued a Badge, ID card, and carrying case.

ARTICLE XVI

WORK SCHEDULE

SECTION 1. The regular work schedule for Department personnel will consist of four days on duty followed by two days off duty. However, if mutual agreement is reached between Employer and Employee a different schedule may be implemented.

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SECTION 2. The duty schedule for all Department personnel will be posted by the fifteenth day of preceding month for which schedule is to be worked.

SECTION 3. All Employees shall be entitled to rotating schedule on a regular basis. No Employee shall be required to work any steady shift except by mutual consent between Employee and Employer.

ARTICLE XVII

LEGAL AID

SECTION 1. The Employer shall provide and pay the reasonable attorney's fees for the defense of any law suit, including both civil and criminal charges, brought against an Employee as a result of his employment, providing the Employee is found by the Court system to have acted reasonable and proper or a finding of not guilty to criminal charges. However, this provision does not apply to any disciplinary actions brought by the Employer against the Employee.

SECTION 2. The Employer shall provide all necessary false arrest and liability insurance for each Employee covered by this Agreement, for causes of action of any nature arising out of the performance of their duties.

ARTICLE XVIII

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation, including Internal Revenue Service determination, or Court decision, cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall comply and renegotiate concerning any such invalidated provision.

ARTICLE XIX

MANAGEMENT

Nothing in this Agreement shall be construed to abrogate nor interfere with the duties, rights and obligations of the Employer imposed by the laws of the State of New Jersey. Guidance, direction and management of Barnegat Township Police Department shall, pursuant to law, be vested in the Governing Body and the Police Committee of Barnegat Township.

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ARTICLE XX

PENSIONS

The Employer shall continue to make contributions as heretofore to provide pension and retirement benefits to Employees covered by this Agreement, under the Public Employees Retirement System, pursuant to the provisions of the Statutes and Laws of the State of New Jersey.

ARTICLE XXI

SEVERANCE PAY

Upon termination the Employee shall receive one day's pay at the normal daily rate for each year of service.

ARTICLE XXII

DEATH BENEFITS

The Employer shall pay to a deceased Employee's beneficiary all benefits accrued by the Employee up to the date of death, including accumulated sick time and vacation time at the deceased Employee's then current rate of pay.

ARTICLE XXIII

GRIEVANCE PROCEDURE

A. DEFINITIONS

- 1. Grievance
- A "grievance" is a claim by an officer or the Association based upon the interpretation, application, or violation of this Agreement.
- 2. Aggrieved Person
 An "aggrieved person" is the person or persons or the
 Association making the claim.
- 3. Party in Interest
 A "party in interest" is the person or persons making the claim and any person including the Association, who might be PAGE 15

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required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting officers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One - Immediate Superior An officer with a grievance shall first discuss it with the immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

3. Level Two - Chief

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) work days after the presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) work days after the decision at Level One or ten (10) work days after the grievance was presented, whichever is sooner. Within five (5) work days after receiving the written grievance, the Association shall refer it to the Chief of Police.

4. Level Three - Committee

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) work days after the presentation of the grievance, he/she may file the grievance in writing with the Township Committee within five (5) work days after the decision at Level Two or ten (10) work days after the grievance was presented, whichever is sooner. Within twenty-one (21) work days after receiving the written grievance, the Township Committee shall respond to the grievance.

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Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within twenty-one (21) work days after the grievance was delivered to the Township Committee, he may within five (5) work days after a decision by the Committee, or fifteen (21) work days after the grievance was delivered to the Committee, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it shall submit the grievance to arbitration within fifteen (15) work days after receipt of a request by the aggrieved person, in accordance with PERC Rules & Regulations.
- b. The arbitrator's decision shall be in writing and shall be submitted to the Township and the Association and shall be final and binding on the parties.
- c. Any costs for the services of the arbitrator, shall be allocated in accordance with PERC rules. Any other expenses incurred shall be paid by the party incurring same.
 - D. Rights of Officers to Representation

1. Officer and Association

Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or, at his/her option, by representative(s) selected or approved by the Association, not to exceed two (2). When an officer is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. Group Grievance

If, in the judgement of the Association, a grievance affects a group or class of officers, the Association may submit such grievance in writing to the Chief of Police directly and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

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2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 4 (c) of this Article.

3. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Chief of Police and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE XXIV

DURATION

This Agreement shall be in effect as of, and applied retroactively to the first day of January, 1991, to and including the last day of December, 1993. In the event that a new written contract has not been entered into between the Employer and the SOA on or before the last day of December, 1993, then all of the terms and conditions of this contract shall be in full force unless and until a new contract has been negotiated.

ARTICLE XXV

RETENTION OF BENEFITS

Except as otherwise provided herein, all benefits which Employees have heretofore enjoyed, and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement.

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ARTICLE XXVI

EXCHANGE OF SHIFTS

Two Employees shall have the right to exchange shifts or days off at their discretion. These exchanges do not require approval, however, three days notice prior to said changes are required.

ARTICLE XXVII

SHIFT DIFFERENTIAL

Each Employee assigned to work regular hours between midnight and 8:00 a.m. shall receive a differential of 1% above his regular hourly rate.

ARTICLE XXVIII

COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective negotiating Agreement between the parties, and contains all the benefits to which the Employees covered by this Agreement are entitled.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20th day of April, 1992.

TOWNSHIP OF BARNEGAT
BY: WILLIAM J. GILMOUR, MAYOR
BY: VERONICA E. JASINA, CKERK
BARNEGAT TOWNSHIP POLICE SUPERIOR OFFICERS ASSOCIATION
By: Corl Nielson
By: John James
Ву:
By:

RESOLUTION 1992-169

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Mayor and Municipal Clerk are hereby authorized to sign a Contract Agreement between the Township of Barnegat and the Barnegat Township Police Superior Officers Association from January 1, 1991, through December 31, 1993.

CERTIFICATION

I, Veronica E. Jasina, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their regular meeting held on the 20th day of April, 1992, in the Municipal Court Room, 900 West Bay Avenue, Barnegat, N.J.

Veronica E. Jasina RMC