

2851

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**The Township of Little Egg Harbor  
Ocean County, New Jersey**

**And**

**The Policeman's Benevolent Association of New Jersey  
Local 295**

**January 1, 1997 through December 31, 2000**

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ARTICLE I

ASSOCIATION RECOGNITION

- A. The Township hereby recognizes Local P.B.A. 295 as the sole and exclusive representative of all sworn officers from the rank of sergeants and below for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions. The collective negotiations unit shall exclude all other employees.
- B. The title "Police Officer" shall be defined to include all "regular" police officers, police officers assigned to the plain clothes unit, and special police officers but shall not include Superior Officers, clerical employees, public safety telecommunications officers and matrons.
- C. The word "member" mentioned throughout the remainder of this Agreement shall mean P.B.A. member of the Little Egg Harbor Township Police Department covered by this Agreement.
- D. An employee in the bargaining unit on the effective date of this Agreement who does not join the union within 90 calendar days thereafter, any new employee who does not join within 90 calendar days of initial employment within the unit, any previously employed person within the unit who does not join within 10 calendar days of re-entry into employment within the unit shall as a condition of employment pay a representation fee to the union by automatic payroll deduction. The representation fee shall be an amount up to 85% of the regular union membership dues pursuant to N.J.S.A. 34:13A-5.5 et seq. and as such fees and assessments as certified to the employer by the union. The representation fee may increase at any time to reflect any changes in the regular union representation fees shall continue beyond the termination date of this Agreement so long as the union remains the majority representative of the employees in the unit.

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ARTICLE II

LEGAL REFERENCE

If any provision of this Agreement or any application of this Agreement to any member or group of members is held to be contrary to law, then such provisions and applications shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect.

ARTICLE III

ASSOCIATION REPRESENTATIVES AND MEMBERS

- A. The Township agrees to grant the necessary time off without discrimination to no more than three members designated by Title 40A to attend annual State and national conventions provided sixty calendar day written notice has been given to the Chief of Police and no more than two members to serve in any capacity on other official P.B.A. business provided forty-eight (48) hour written notice is given to the Chief of Police by the P.B.A. president or designee.
- B. During negotiations, the Association representatives so authorized by the Association, not to exceed two (2) members of the Police Department, shall be excused from normal duties for such periods of negotiations as are required and necessary except if, minimum manning requirements can not be met or overtime would be incurred.
- C. A bulletin board will be provided by the Department in an area frequently used by members of the P.B.A.. The bulletin board is for the exclusive use of the P.B.A. for the posting of official notices, which must be signed by an officer of the P.B.A.. Any other materials posted on the bulletin board can be removed by the Chief.
- D. Members of the Department when on duty shall be allowed to attend any P.B.A. meeting of the Department, when such meetings are called by the representative, subject to the approval of the Chief of Police or the Chairman of the Police Committee.
- E. An individual designated by the P.B.A. as Grievance Chairperson shall be permitted time off with no loss in pay when such time is necessary to process a grievance during his tour of duty. Under no circumstances shall such activity result in the earning of compensatory time or overtime. All such time must be approved by the Chief or his/her designee in advance.

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ARTICLE IV

LEAVE OF ABSENCE

Leaves of absence may be granted upon such terms and conditions as shall be approved by the Chief of Police with the consent and approval of the Township Committee. Effective upon the 1997/1998 execution date of this agreement, during an approved unpaid leave of absence of more than seven (7) business days, excepting military leave pursuant to statute, no member shall continue to accrue seniority and salary or longevity increments.

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ARTICLE V

HOLIDAYS

- A. The parties agree the holidays posted in a comprehensive calendar which shows all holidays, shall be the medium to indicate which holidays listed below constitute paid holidays:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Easter Sunday
Memorial Day	Primary Election Day
Fourth of July	Labor Day
Columbus Day	Election Day
Veterans Day	Thanksgiving Day
Day After Thanksgiving Day	Christmas Day

- B. When a member works on a calendar day designated as a paid holiday, she/he will receive one and one-half (1-1/2) times his/her rate of pay in addition to the paid holiday. If a member does not work the paid holiday, she/he shall receive straight time pay for the said holiday.
- C. If a member is called in for overtime on a designated holiday, she/he will receive two times his/her rate of pay in addition to the paid holiday. Call in on such calendar day shall be for a minimum of three hours.
- D. Effective upon execution of this agreement, the provisions of this Article shall apply only if the employee has worked his/her last scheduled day before and after the holiday, however the employee shall be exempt from these provisions if he/she produces a doctor's note, or if said officer is on approved leave.
- E. In lieu of holiday pay, a police officer shall, at his/her sole discretion, have the option of taking said pay as compensatory time.

ARTICLE VI

TEMPORARY PAID LEAVE OF ABSENCE

- A. Members shall be granted time off without deduction from pay or time owed for the following request:
1. For the death in the immediate family, from the date of death, with a maximum of five calendar days. Any calendar days taken for a death in the immediate family shall include both calendar days which the employee is scheduled not to work. Up to two additional calendar days may be granted at the discretion of the Chief of Police, if needed for travel.
  2. In the event a close relative of an employee who is residing in the home of the employee is hospitalized or confined to bed, due to an extreme serious illness or injury, the employee shall be permitted to take a leave of absence for up to three (3) calendar days for the purpose of attending to that close relative. At the discretion of the Chief of Police, a leave of this nature may be granted for other appropriate reasons of a similar nature. Additionally, the Chief may approve a leave of absence of longer than three (3) calendar days on a case-by-case basis.
  3. A leave for a period up to five calendar days shall be granted to a member for the purpose of the attendance at the birth of a member's child. Three calendar days shall be granted without deduction from pay and the two additional calendar days shall be without pay. Nothing contained herein shall limit any employee's rights under the Family Leave Act.
  4. For the purpose of a leave of absence for death in the immediate family, the term "immediate family" shall be defined and consist of: spouse, child, stepchild, mother, father, brother, sister, brother-in-law, sister-in-law, stepmother, stepfather, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, aunt, uncle, niece and nephew.
  5. Any time off granted to a member under this Article shall not be deducted from any other time or benefits owed to the police officer.

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6. An officer using time off for bereavement leave shall not be employed elsewhere or any reason during such leave.
  
- B. In addition to the above, each member shall be entitled to five calendar days personal leave per annum, noncumulative. The member shall be entitled to this leave immediately upon hire by the Township. No reason need be given other than that said calendar days are being taken under this Article. Except in cases of emergency, the employee shall give three calendar days' advance notice of his/her intent to take said personal calendar days.
  1. Any person covered under this agreement hired after January 1, 1998 shall be entitled to the five (5) days of personal leave only after the officer has concluded their first year of employment, except that any new hire may, upon recommendation of the Chief and with the approval of the Township Administrator, receive said personal days for emergencies upon a showing of just cause.
  
- C. Members of the Department who are in the military service shall be entitled to leave with pay in accordance with the statute. Any other leave for reserve duty or training shall be granted at the discretion of the Chief of Police and/or the Township Committee in the absence of the Chief as established and set forth in the statutes of the State of New Jersey. All requests for leave must be made as soon as possible, or within seventy-two (72) hours after such receipt of orders.
  
- D. An employee covered by this Agreement who suffers a work connected injury or disability which prevents him/her from performing his/her duties, shall be entitled to a leave of absence at full pay for the period he/she is unable to perform his/her duties, to a maximum of 12 months. During this period of time, all temporary disability payments received by the employee under the provisions of the Worker's Compensation Act shall be paid over to the Township. Newly hired employees shall not be eligible for leave of absence with pay as specified herein for any injury occurring prior to the employee's 120th calendar day of employment.
  
- E. Convalescent Time. This time is established for officers who have sustained a non-permanent injury, either on or off duty, and have recovered sufficiently to resume some type of light duty activities, but are unable to resume their full police duties.

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1. A request for convalescent duty may be initiated by either the Township, the injured officer, or the Police Benevolent Association on behalf of the injured officer. Each instance of possible convalescent duty will be evaluated by the Chief of Police after notice to and consultation with the P.B.A.. The P.B.A. shall designate an individual or committee with whom the Chief is to consult for this purpose.
2. The convalescent duties will limit the exposure of the affected officer to the general public. Such duties will be restricted to police-related office type duties, follow-up investigations via telephone and other general duties that do not interfere with the officer's recovery. The length of time during which the officer will perform convalescent duties will be determined by the Chief of Police and the Township Administrator, giving consideration to the opinion of the treating physician, after consultation with the P.B.A. as set forth above; and will be only for such time as is needed for a reasonable recovery.
3. In cases where the nature of the officer's injury and/or recovery is such that, in the opinion of the Chief of Police and the Township Administrator giving consideration to the opinion of the treating physician, after the said consultation with the P.B.A., the officer is able to perform convalescent duties, the officer may be granted convalescent duty. If it is determined that the officer is unable to perform convalescent duties, then the convalescent duties shall be denied, and the officer shall return to the appropriate leave consistent with the existing contract, and with whether the officer's injuries were sustained on or off duty.
4. All officers injured either on or off duty shall notify their physician of the Department's policy on convalescent duty. In no case will convalescent duty be assigned if it is not deemed appropriate by the officers's treating physician; and the determination of the Chief of Police and the Township Administrator shall be consistent with the opinion of the officer's treating physician as to his/her ability to perform such duties.

Any police officer on sick or injured leave will be confined to his/her home during working hours unless specifically excused by the town physician or if the town physician is not available, by the ranking superior officer at the time the request is made.

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- F. Effective upon execution of this agreement, any officer who is considering elective surgery based either on a personal or medical reason shall notify the Chief prior to scheduling the surgery so that it may be set in a time period to cause the least amount of scheduling conflicts, however in no event will the Chief be able to require the officer to restrain said elective surgery for more than two (2) months.

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ARTICLE VII

VACATIONS

A. Eligibility

1. Vacation allowances shall be earned annually based on the first (1st) day of each year for all employees hired prior to January 1, 1989.
2. All new employees shall have vacation eligibility based upon date of hire.

Eligibility

In 1st full year employment	12 days
In 2nd full year employment	12 days
In 3rd full year employment	14 days
In 4th full year employment	18 days
5th to 9th yrs. employment	20 days
10th to 14th yrs. employment	25 days
15th and above yrs. employment	30 days

B. Choice of vacation time.

1. Fifteen (15) calendar day notice shall be given for vacation time request if six (6) calendar days or more are requested. A notice of one (1) week (seven (7) calendar days) shall be given for a vacation request for five (5) calendar days. Under appropriate circumstances, the required notice periods can be waived by the Chief; however, in all cases, requests shall be answered by the Chief within five (5) working days. If requirements of the police department are such as to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given his/her choice of vacation period in the event of any conflict of vacation periods with fellow employees. Vacation times to start January 1 to December 31 of any given year. Employees shall have the right to make adjustments to their vacation period in the event of employer ordered schedule changes. All vacation time is scheduled subject to the needs of the Department. Employees may not take earned vacation until they have been

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employed for at least six (6) months, unless they have the express approval of the Chief of Police.

2. Officers with prior work experience in the Township shall receive credit for such experience in the calculation of vacation entitlement in Paragraph A above. Seniority for selection of vacation in Paragraph B shall be calculated from date of appointment to the Police Department, providing there is no self-imposed break in service.
- C. In the event of layoff or separation: If there is any employee who is laid off, retired or separated from the service of the employer, that member shall be compensated at their current rate of pay for the unused vacation time.
  - D. An accumulation of one (1) year's maximum vacation time may be carried from one year to the next.
  - E. Employees shall not be recalled from their vacation except in the case of emergency, as determined by the Chief of Police. Employees recalled from vacation shall be paid at the rate of time and one-half for all hours worked (which shall be a minimum of eight (8) hours) plus either pay for the vacation or a rescheduled vacation day at the discretion of the employee. Scheduled days off that are connected to any approved vacation days shall also be considered part of the officers vacation for the purpose of recall to duty and shall be paid for such recall as a vacation day. For the purpose of scheduling days off prior, during and subsequent to scheduled leave days members shall not be subject to recall except for emergencies.
  - F. With the mutual consent of employer and employee, the employee shall be entitled to be reimbursed for unused vacation time at a straight rate of pay. The maximum shall be one (1) year's vacation time.

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ARTICLE VIII

SICK LEAVE

- A. Eligibility. Employees shall be eligible for sick leave benefits in accordance with provision of Civil Service.
- B. Illness and Disability. Any eligible employee who is unable to perform the duties of employment as a result of any non-occupational illness or disability shall be entitled to the following sick leave benefits:
1. Initial year of employment, one (1) day per month of employment with a maximum of twelve (12) days.
  2. After the initial year of employment, fifteen (15) days [1-1/4 day per month] earned annually. It is understood that any employee who leave the employ of the Township for any reason without having earned sick leave taken on a monthly basis, shall have the unearned amount deducted from his/her final pay.
  3. Any eligible employee who does not utilize his/her fifteen (15) days annual sick leave may accumulate such unused time to a maximum of 365 days.
  4. A certificate of a reputable physician in attendance may be required as proof of illness of the member or the needs of his/her immediate family.
  5. A certificate may be required by the Chief of Police or the Governing Body requiring the member to be examined by a physician located in Little Egg Harbor Township/Tuckerton area, chosen by the Governing Body, at the Township's expense. This geographic limitation shall not apply when the Township is seeking to have the officer examined by a specialist.
  6. Any employee who does not give notice of his/her non-occupational illness or disability one hour before the beginning of his/her shift shall not be entitled to such sick leave benefits, except in the case of an emergency for such day and shall be absent without cause. Notice shall be made to the immediate supervisor on duty, if available, or if unavailable, to the

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dispatcher's desk.

C. Compensation for Unused Sick Time.

Upon termination of employment, the Township will compensate the employee for unused sick time. The following is the rate of reimbursement:

1. An employee of the Township covered under this Agreement who terminates his/her employment will be reimbursed at the current rate of pay up to a maximum of one-third (1/3) annual salary.
  2. Retirement:
    - a. Seventy-five (75%) percent of sick time accumulated reimbursed at the rate of pay determined by averaging the employee's rate of pay for the last three (3) years. In order to be eligible for payment under this Section, an employee must actually retire on a non-deferred basis for the appropriate retirement system, or as negotiated by the individual member and the Township of Little Egg Harbor.
    - b. For persons covered under this agreement hired on or after January 1, 1999, fifty (50%) percent of sick time accumulated, up to a maximum of \$18,000, reimbursed at the rate of pay determined by averaging the employee's rate of pay for the last three (3) years. Eligibility for payment under this sub-section requires that the employee must actually retire on a non-deferred basis for the appropriate retirement system, or as negotiated by the Township and Union, on behalf of the individual member and where the individual member must be in attendance.
- D. If an employee dies while covered by this Agreement, his/her estate shall be paid in full within sixty (60) days of his/her death, for all accrued time.
- E. Sick Leave Incentive. The Township agrees that any officer who uses less than five (5) sick days in any calendar year shall receive an incentive bonus of Four hundred (\$400) Dollars to be paid no later than January 30th of the calendar year next following the year in which the bonus was earned.
- F. Effective upon execution of this agreement, the time during which a police officer is on sick leave shall not be used in the calculation of any overtime

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as set forth in Article X, Section A.

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ARTICLE IX

COURT TIME

- A. If a member is required to appear in court or any other agency, in the performance of his/her duties as a police officer, such officer shall be paid at the regular rate while appearing during his/her regular shift hours. At other times, she/he shall be paid the following rates:
1. Municipal court and other court appearances: one and one-half (1-1/2) times pay, a minimum of three (3) hours per appearance, for non-shift time.
  2. Should the officer be called in on his/her regular day off, she/he shall be paid one and one-half (1-1/2) times pay for a minimum of four (4) hours.
  3. Employees shall not be eligible for any pay under this Article if the employee or the P.B.A. is a plaintiff against the Township.
- B. The above is to include travel, not to exceed one (1) hour in total, to and from the member's residence to the Little Egg Harbor Township Police Department required for such appearance.
- C. The off-duty member shall remain in Court only for the time needed and shall be assigned no other duties.

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ARTICLE X

WORK WEEK, OVERTIME

- A. If a member is requested and accepts to work more than his/her eight (8) hour pay period, she/he shall be entitled to overtime at the rate of one and one-half (1-1/2) times his/her regular pay, however time recorded as approved sick leave during this eighty (80) hour pay period shall not be included in determining the eighty (80) hour pay period, except if said overtime is ordered by the chief or designee.
- B. In construing overtime, all overtime shall be counted as of the next quarter of an hour.
- C. If a member is called to duty on his/her day off, he/she shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at one and one-half (1-1/2) times his/her rate of pay.
- D. If a member is recalled to duty, she/he shall receive a minimum of two (2) hours at one and one-half (1-1/2) times his/her rate of pay unless the recall is immediately prior to or following a regular tour of duty in which case, the employee shall only be paid for actual time worked.
- E. Overtime opportunities shall be distributed among members equally on a rotating basis according to seniority, when possible. The officers offered overtime opportunities during the prior month shall be posted, including officers who refused overtime opportunities during that period.
- F. No officer shall be required to report for duty more than ten (10) minutes before the start of his/her shift.
- G. Each officer shall be entitled to a forty-five (45) minute lunch, dinner or breakfast period during each eight (8) hour shift (except when working on a holiday listed in Article V when it shall be one (1) hour, and two (2) 15-minute rest periods during each eight (8) hour shift, except in cases of emergency. Each officer who is required to work (4) hour overtime period shall be entitled to a 20-minute meal break and a 15-minute break period during the overtime period, which can be combined at the discretion of the officer, subject to manpower needs.

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- H. In lieu of cash payment, an employee may choose to take accrued overtime in the form of compensatory time off. Such compensatory time shall also be computed at the rate of time and one-half. Compensatory time off shall be scheduled at mutually agreed, subject to the manpower needs of the Department. Any person covered by this agreement and hired prior to January 1, 1998 shall be allowed to accumulate no more than four hundred eighty (480) hours of compensatory time, thereafter the covered employee must be paid for his/her overtime hours. Any person covered by this agreement and hired after to January 1, 1998 shall be allowed to accumulate no more than two hundred forty (240) hours of compensatory time, thereafter the covered employee must be paid for his/her overtime hours.
- I. Officers shall be paid Five (\$5.00) Dollars per day for each day of any on-call type subpoena which occurs, except when the officer is working and so long as the on-call subpoena does not commence three or less hours prior to the end of the officer's shift and is not assigned to class (ie. school).
- J. 1. After 12 hours of continuous work the member shall receive \$8.00 as a meal allowance.
2. An \$8.00 meal allowance, per day, will be paid for one meal while the member attends department scheduled schools or court out of town, or assigned other duties outside the Township (not including assignments to the Ocean County Narcotics Strike Force, Tuckerton Borough, Little Egg Harbor Township, Eagleswood and Bass River).

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ARTICLE XI

TOURS OF DUTY

- A. Tours of duty shall be on a weekly rotating basis, with members working three (3) standard shifts.
- B. The work week schedule outlining the shifts for each officer will be established in advance for a continuous six (6) month period. Copies will be given to all members. When the operations of the Department requires, the Chief shall have the right to make changes deemed necessary for the efficient running of his/her department and for the general welfare of the public.
- C. All members of the police department will work on a rotating schedule unless mutually agreed by the P.B.A. and the Chief of Police.

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ARTICLE XII

PATROL VEHICLES

- A. The Township agrees to maintain all vehicles in a safe condition as to guarantee the safety of the operator. The Township further agrees to maintain all equipment in proper working order, and in compliance with Title 39 of the New Jersey statutes.
- B. The Township shall have the patrol vehicles washed and cleaned on a periodic basis so as to have them in good presentable condition.
- C. Any vehicle thought to be unsafe by the patrolman is to be inspected and test driven by his/her immediate supervisor and/or Chief of Police to get an agreement as to the problems with the vehicle. Should they not be able to come to an agreement, the vehicle is then taken to an authorized dealer for a final judgment.
- D. The Township shall provide an approved glass partition to separate the driver and the rear passengers in all new marked patrol vehicles which are purchased.
- E. No member will be sent home or have their schedule changed because of a shortage, or lack of, acceptable patrol vehicles.
- F. All vehicles used by employees covered by the Agreement shall be supplied with snow tires, when weather conditions so require. An operating air conditioner shall be provided in all vehicles as standard equipment.
- G. All police vehicles shall be inspected at eighty thousand (80,000) miles, at least, and every twenty thousand (20,000) miles thereafter and said inspection shall occur within two (2) weeks of reaching such limits by a mechanic employed by the Car Dealer or Car Manufacturer after which the Township, Dealer or Manufacturer shall provide proof of inspection documents to the P.B.A. President.

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ARTICLE XIII

CLOTHING ALLOWANCE

- A. The parties agree that it is in the best interest of all parties that each officer present a proper image to the general public.
- B. The Township shall provide for the issuance of uniforms based on the following table:

	Initial Issue		Re-issue	
	Patrols	Detectives	Patrols (yearly)	Detective (every three years)
L/S Shirts	4	2	2	2*
S/S Shirts	6	2	2	2*
Pants	6	2	4	2*
Hat	1	1	*	*
Tie	3	1	*	*
Troop Boot	1	1	1 pair officer's choice*	1 pair officer's choice*
Low 1/4	1	1		
Boots	1	1		
Dickey Pants	2	2	*	*
L/S shirts	2	2	*	*
S/S Shirts	2	2	*	*
Blouse	1	1	*	*
B/B Cap	2	2	*	*
Leather Gear	*	*	*	*
Sam Brown	1	1	*	*
Whistle/Hook	1	1	*	*
Name Tags	3	2	*	*
T-Shirts	6	4	6	2

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Windbreaker	1	1	.	.
Winter Jacket with removable liner	.	.	.	.

\*or replaced as needed from either being worn or damaged

- C. The quality of the uniforms provided by the Township shall be the same or better as described in the bids specifications issued by the Township in 1994.
- D. The Township shall provide for the cleaning of the clothing worn in the line of duty. Officers shall not have to transport clothing outside the Township limits.
- E. All other items, not specifically mentioned above, that the Township currently furnishes to officers will continue to be supplied by the Township (i.e. holsters, vests, weapons, etc.). Effective upon the execution of this agreement, the Township will provide, at their sole cost and selection, badges for all active and retired police officers. The badges selected by the Township shall be the same as worn by the officer just prior to his/her retirement.
- F. The reissue items may be substituted on a dollar-for-dollar basis. For example, Patrolman X finds he requires an additional short sleeve shirt but does not require as many pants, he may therefore substitute items as long as the total amount for Patrolman X does not exceed the total value for the listed reissue. A formal written request must be given to the Chief of Police no later than March 15 of the reissue year for consideration. Additionally, other police related equipment may also be substituted on a dollar-for-dollar basis. For example Patrolman X finds he requires police related equipment which is not designated on the reissue list but does not require certain items provided on the reissue list, he may therefore substitute non-reissue items for reissue items as long as the total amount for Patrolman X does not exceed the total value for the listed reissue item which the patrolman does not require. A formal written request must be given to the Chief of Police no later than March 15 for consideration. It is understood and agreed that all items whether reissue items or otherwise are the property of the Township and shall remain with the Township should the patrolman leave the Township's employ.
- G. In addition to the above mentioned issue, those members assigned to the detective division, will receive suitable civilian type clothing, purchased by the Township.

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The clothing will be selected by the individual officer following existing standards. All clothing so purchased will remain the property of the Township until such time as it is no longer useable. The purchase, to be made at any time during the year, and per officer, for said clothing will be based on the following table:

Year	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
Purchase	\$1,025	\$1,050	\$1,075	\$1,075

- H. If an officer is removed from the detective division and transferred to the patrol division, that officer will be evaluated by the Township's tailor to determine proper fit of existing uniforms, at that point the officer will receive sufficient items to equal an initial issue. If an officer is assigned to the detective division, he will be subject to Section G of this Article.
- I. Uniforms and personal effects damaged in the line of duty shall be replaced by the Township after an inspection and certification.
- J. A bulletproof vest of recognized quality will be provided to all members and replaced according to the manufacturers warranties and suggestions, but at a minimum prior to or at the manufacturer's expiration date. Members assigned to the detective division will also be provided a raid jacket with such bulletproof material incorporated in that jacket.
- K. All measurements of police officers shall be taken by January 31st or as mutually agreed in writing by the parties and the orders shall be placed within two (2) weeks after passage of the annual budget. The annual reissue should occur in a timely manner upon receipt from the supplier.

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ARTICLE XIV

SALARIES

- A. The annual base salaries to be paid members of the Police Department covered by this Agreement during the term thereof shall be paid as follows see Schedule A.
- B. Longevity payments will be made each year to the employees covered by this contract in accordance with schedule outline below:
1. Longevity payments shall commence with the start of the employee's fifth year of service.
  2. Longevity will be considered as part of the base salary for payroll purposes and paid on a biweekly basis, with the regular pay.
  3. The longevity rate is as follows:

5 years of service	-	2% of salary
8 years of service	-	4% of salary
11 years of service	-	6% of salary
14 years of service	-	8% of salary
17 years of service	-	10% of salary
  4. Longevity shall be paid on anniversary date of hire for all employees hired between July 1 and December 31 of any year prior to 1989.
  5. Effective July 1, 1989, the date of hire shall be the anniversary date for purposes of salary guide movement and calculation of longevity.
- C. Officers with prior work experience in the Township shall receive credit for such experience in the calculation of longevity entitlement in accordance with Paragraph B above.
- D. Shift differential.
1. Officers who work at least three (3) consecutive months on scheduled tour

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of duty on the midnight shift shall receive an annual shift differential as set forth in Section D.3.

2. The shift differential shall not be part of the officer's base salary and shall be paid on or about January 1 of the succeeding year in which the differential was earned.
  3. Commencing on January 1, 1997 Police Officers who work the first shift (midnight shift) at least three (3) consecutive months on scheduled tour of duty on said shift shall receive an annual shift differential on the employee's base salary of four hundred (\$400) dollars in 1997, four hundred fifty (\$450) in 1998, five hundred (\$500) in 1999 and five hundred fifty (\$550) dollars in 2000.
- E. Any employee who shall act for a senior officer and who shall have performed the duties shall thereafter be granted compensation appropriate to such office for the time so held.

ARTICLE XV

INSURANCE, HEALTH & WELFARE

- A. The Township agrees to continue the existing hospitalization policy in effect on December 31, 1997. The parties agree to maintain the level of benefits, coverages and administration as set forth in the aforementioned health/medical insurance plan. Association members shall be subject to the \$100/\$300 deductible provided for in the said health care plan and shall be subject to an 80/20 co-payment on the first \$2,000.00 and thereafter no co-payment, however the maximum annual family exposure under this plan for ordinary and customary coverages shall be \$700. *and ja*
- B. During the term of this Agreement, the Township reserves the right to change this plan or to make modifications to the aforesaid medical/health plan from time to time as it appears to be in the best interest of the Township provided that there is no reduction in the level of benefits, coverages and administration as provided in the health care plan in effect on December 31, 1997. *ja*
- C. The Township shall provide dental, prescription and vision coverage as also provided under the benefit plan in effect on December 31, 1997. There shall be no change in this coverage, benefits or administration, except in the case of a new plan which provides the equivalent or better coverage. *and ja*
- D. All police officers shall have the option to have annual eye exams at the sole expense of the Township up to a maximum of seventy-five (\$75) dollars for alternate years not covered by insurance.
- E. The Township may change providers so long as there is no reduction in benefits to the employees covered under the present health care and life insurance program listed above. If the Township decides to change providers, they will notify the Association and meet with the Association, at it request, on this change at least thirty (30) days in advance.
- F. The Township will provide legal advice and counsel to each member pursuant to present State Statutes (40A:14-155), provided request has been made to the Chief of Police.

*C. M.*  
*ALL ABOVE*

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- G. The Township will provide false arrest insurance for all members, the amount will be unlimited.
- H. The Township will provide liability insurance for all members to provide for any lawsuits arising out of incidents while actually performing official duties.
- I. The Township will provide each member with an annual physical to be paid by the Township. This annual physical will be paid for by the Township. This is not part of the major medical deductible.
1. All members over 40 year of age will receive an EKG.
  2. Said physical shall be provided during each year.
  3. Upon utilizing the above benefits, the member shall provide his/her immediate supervisor with a doctor's statement of fitness.
  4. The Township shall provide and may require each member to take an annual physical exam. Each member shall be provided with or may be required to take such annual physical exam and shall have the opportunity to select one (1) of three (3) physicians of independent medical practices and offices, to be designated by the Township.
- J. If an officer should die in the line of duty during the term of this Agreement, the Township shall continue to pay all medical benefits in Paragraphs A.
- K. Continuation of Benefits:
1. Upon an officer's retirement with 25 years of service or at the age as defined by the appropriate retirement system, the Township shall continue to provide the present insurance benefits in Paragraph A above, for the employee only until the age at which the employee is eligible for Medicare. If an officer should die in the line of duty, the Township shall continue to pay and provide to the officer's family any such benefits enjoyed by the police officer until such time as the member's spouse remarries, or reaches such age as to qualify to receive Medicare; and with regard to the officer's children, until such time as each child of the officer reaches 18 years of age or 23 years of

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age so long as said child is matriculated in a full-time college curriculum.

2. If the retired employee has available comparable coverage through other employment, Township coverage shall cease until such alternate coverage is no longer available.

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ARTICLE XVI

GRIEVANCE PROCEDURE

- A. A grievance shall be a complaint arising out of interpretation, application, or violation of policies, agreements, and administration of this Agreement.
- B. No grievance can be instituted by any officer or the Association after thirty (30) calendar days beyond the occurrence of the issue being grieved.
- C. If at any Step within the grievance procedure hereinafter outlined, Management's decision is not appealed within the appropriate time, such grievance shall be considered closed, and there shall be no further appeal or review.
- D. Grievance Steps:

Step 1

The President of the Association or his/her duly designated representative shall present in writing the grievance to the Chief of Police or his/her designee. With the mutual consent of both parties, discussion may ensue. The Chief of Police shall answer the grievance in writing within seven (7) calendar days after the receipt of the grievance. The President of the P.B.A. shall have the right to institute appropriate grievances at Step 2 of the grievance procedure.

Step 2

If the grievance is not resolved at Step 1, or if no answer has been received by the Association within seven (7) calendar days, the Association shall present in writing the grievance to the Township Administrator within three (3) calendar days of Step 1 answer. With mutual consent, discussion may ensue. The Township Administrator shall answer the grievance in writing within seven (7) calendar days after receipt of the grievance.

Step 3

If the grievance has not been resolved at Step 2 or no answer has been received by the Association within the time set forth in Step 2, the Association shall present in writing the grievance to the Mayor and Council within three (3) calendar days of Step 2 answer. With the mutual consent of both parties, discussion may ensue. The

duly designated representative of the Mayor and Council shall answer the grievance in writing within twenty-one (21) calendar days after the receipt of the grievance.

**Step 4**

If the grievance is not resolved at Step 3 or if no answer has been received by the Association within the time set forth in Step 3, the Association may present the grievance to binding arbitration within thirty (30) calendar days.

- (a) Binding arbitration shall be invoked by filing a request for a panel of arbitrators with the Public Employment Relations Commission (PERC).
- (b) The cost of the services of the arbitrator shall be borne equally by the Township and the Association. All other costs are to be borne by the party incurring same.
- (c) The parties direct the arbitrator to decide, as a preliminary question, whether she/he has jurisdiction to hear and decide the matter in dispute.
- (d) The arbitrator shall not be permitted to hear or decide more than one (1) grievance at a time.
- (e) The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of the agreement or any amendment or supplement thereto.
- (f) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
- (g) The decision of the arbitrator shall be final and binding upon the parties.

E. In the event the grievant or the Association elects to pursue remedies available through Civil Service, the grievance shall be canceled and the matter withdrawn from arbitration. The Township shall not be responsible for any fees or expenses

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connected with the canceled arbitration. No arbitration proceeding may take place sooner than ninety (90) calendar days from the final decision of the Township.

ARTICLE XVII

MANAGEMENT RIGHTS

- A. The Township of Little Egg Harbor hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the following rights:
1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township.
  2. To make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules and shifts; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of work required.
  3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.
  4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.
  5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
  6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this

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Agreement and applicable laws, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq. Or any other national, state, county or local laws of regulations, or the Association or any rights under existing laws.

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ARTICLE XVIII

GENERAL PROVISIONS

A. School

1. The member shall be paid at straight time for attendance at a police related school when assigned by the Police Department during the member's regularly scheduled shift. The member shall be paid time and one-half for attendance at a police related school when assigned by the police department if the member is not scheduled to work on that date. The tour of duty (e.e. shifts 1,2,3) may be adjusted by the Chief or his/her representative.
2. The Township shall reimburse all members while attending a police related school or court for using is/her own vehicle at the rate of twenty (\$.20) cents per mile plus tolls.
3. When the Chief receives notice of availability of police-related schools, she/he shall post a notice advising all members of the availability for said schools and seminars on the bulletin board located in the Squad Room, however the Employer in doing so is not recommending the school or seminar nor are they guaranteeing payment or reimbursement for the course or seminar. The approval of these schools and seminars would necessarily have to be of benefit to the Township and notice of availability posted within five (5) calendar days of receipt on a board designed for such use.

B. Each member shall have access to his/her personnel file at reasonable times under the supervision of the Chief of Police or Superior Officer. Employees shall receive a copy of all evaluations, letters, etc. which are to be placed in their file. An employee who receives a written reprimand shall have that document removed from his/her personnel file following a period of eighteen (18) months from the date of the reprimand, provided that no infraction of a similar nature has occurred within the eighteen (18) month period.

C. Each member shall receive a copy of this Agreement and copy of the Department rules and regulations.

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- D. A delegation from the Department consisting of two (2) officers may attend funerals of police officers who are slain in the performance of their duties within the State of New Jersey or a seventy-five (75) mile radius from any point in New Jersey, but limited to the States of Maryland, Delaware, New York and Pennsylvania. A third officer may attend with the approval of the Chief of Police provided that no overtime will be incurred by including said third officer in the delegation. All expenses of the vehicle will be paid for by the Township and, when possible, the vehicle will be a marked one.
- E. Only qualified members of the Police Department will be permitted to carry a gun. Qualification will be made by a certified range instructor at least two (2) times per year.
- F. Nothing in this Agreement shall be construed to deny to the members any rights which were obtained prior to the date hereof and which may not have been included into the terms thereof.
- G. All patrolmen will be evaluated every six (6) months by their superior, and this report shall become a part of their permanent file, a copy being given to the patrolman.
- H. The Employer and Employee shall be subject to the provisions and guidelines set forth the "Law Enforcement Officers' Protection Act, (Assembly No. 1836, Public Laws of 1996, Chap. 115, Apprv. September 11, 1996).
- I. All requests by members for time off shall be returned promptly after receipt of such request by the Chief of Police.
- J. Part-time employees who work less than average of twenty (20) hours per week shall not be entitled to any economic benefits in this Agreement.
- K. - At the discretion of the Chief, each member may be granted up to two (2) calendar days with pay per year to attend seminars, conferences, meetings, etc., on matters relating to police work. Such leave must be approved in advance by the Chief.

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ARTICLE XIX

COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and contains all the benefits the employees are entitled to receive notwithstanding the established past practices in existence prior to this contract, and includes and settles for the term of the Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing and execution of this Agreement.

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ARTICLE XX

COLLEGE INCENTIVE

- A. College Incentive. The Township and the Association agree that the amount and quality of an employee's education often determines the value of his/her contribution to the community and the degree and proficiency with which he/she performs his/her duties. In order to provide an incentive to encourage employees to achieve the advantages of higher education, the Township agrees to reimburse all members eligible for educational incentives for courses in an approved program leading to a degree in law enforcement and related fields.
- B. All courses must have prior written approval from the Chief of Police. A maximum of four (4) courses per year may be taken.
- C. One hundred (100%) percent of the tuition and books will be reimbursed.
- D. The member must pass the course with a grade of at least a "C" in order to receive reimbursement.
- E. Upon completion of the course, the information shall be provided to the Chief of Police and forwarded to the Treasurer for payment in the next pay period.
- F. The employee agrees that all courses shall be scheduled during the employee's personal time and shall not conflict with the employee's work schedule.
- G. This Article shall operate prospectively only.
- H. If the employee shall leave his/her position with the Little Egg Harbor Township Police Department within two (2) years of receipt of payment of said tuition monies and book reimbursement from the Township, said employee shall be obligated to ~~repay~~ said tuition payments and book monies to the Township in full within thirty (30) days of his/her departure.

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ARTICLE XXI

DURATION

This Agreement shall be effective and remain in full force and effect from January 1, 1997 through December 31, 2000.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be signed by their proper officials.

P.B.A. LOCAL 295 (PBA)

TWP. OF LITTLE EGG HARBOR

by: *Thomas DeWitt*

by: *John Blair*

Witness *Christopher J. J.*

Witness *Christopher J. J.*

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SCHEDULE A  
SALARIES

	<u>1-1-97</u>	<u>1-1-98</u>	<u>1-1-99</u>	<u>1-1-00</u>
1st Yr. Ptl.	\$27,431	\$28,459	\$29,598	\$30,782
After Pol. Acd.	32,671	33,896	35,252	36,662
2nd Yr. Ptl.	41,384	42,936	44,654	46,440
3rd Yr. Ptl.	47,072	48,837	50,790	52,822
4th Yr. Ptl.	52,793	54,773	56,964	59,243
Sgt.	57,964	60,138	62,543	65,044