

A G R E E M E N T

Between The

**TOWNSHIP OF OCEAN
(OCEAN COUNTY)**

And

**OCEAN TOWNSHIP POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL #371
(Rank & File)**

January 1, 2015 through December 31, 2021

Final Draft - 12/11/2017

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE.....	4
	WITNESSETH.....	4
ARTICLE I:	RECOGNITION.....	5
ARTICLE II:	COLLECTIVE BARGAINING PROCEDURE.....	6
ARTICLE III:	DISCRIMINATION.....	7
ARTICLE IV:	SICK LEAVE.....	8
ARTICLE V:	MATERNITY LEAVE.....	11
ARTICLE VI:	BEREAVEMENT LEAVE.....	12
ARTICLE VII:	DEDUCTIONS.....	13
ARTICLE VIII:	MANAGEMENT RIGHTS.....	14
ARTICLE IX:	HOURS OF WORK AND OVERTIME.....	16
ARTICLE X:	TRAINING TIME/FLEX TIME.....	20
ARTICLE XI:	VACATIONS.....	21
ARTICLE XII:	INSURANCE.....	23
ARTICLE XIII:	UNIFORM MAINTENANCE.....	26
ARTICLE XIV:	LONGEVITY.....	27
ARTICLE XV:	EDUCATIONAL INCENTIVES.....	29
ARTICLE XVI:	SALARIES.....	32
ARTICLE XVII:	WORKING CONDITIONS.....	37
ARTICLE XVIII:	SEPARABILITY AND SAVINGS.....	41
ARTICLE XIX:	GRIEVANCE PROCEDURE.....	42

ARTICLE XX: SQUAD LEADER/ACTING OFFICER.....46
ARTICLE XXI: K-9 OFFICERS.....48
ARTICLE XXII: TERM OF AGREEMENT.....50

PREAMBLE

THIS AGREEMENT made this 12th day of December, 2017 by and between the **TOWNSHIP OF OCEAN**, a corporate body politic, in the County of Ocean, State of New Jersey (hereinafter referred to as “Employer”) and the **OCEAN TOWNSHIP POLICEMEN’S BENEVOLENT ASSOCIATION LOCAL NO. 371** (hereinafter referred to as “PBA”) as the bargaining agent on behalf of the members of the Ocean Township Police Department, Township of Ocean, County of Ocean, State of New Jersey (herein after referred to as “Employee”).

WITNESSETH

WHEREAS, it is the intent and the 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 this and mutual covenants herein contained, the parties hereunto agree with each other and with respect to the Employees of the Employer recognized as being the bargaining representative by the PBA hereby agree as follows:

ARTICLE I
RECOGNITION

- A. The Employer hereby recognizes the PBA as the sole exclusive representative of all Employees for the purposes of collective negotiations and all other activities and processes relative thereto.
- B. The bargaining unit shall consist of all regular full-time “patrol officers” of the Ocean Township Police Department employed by the Township of Ocean.
- C. This Agreement shall govern all wages, hours and other conditions of employment set forth herein.
- D. This Agreement shall be binding upon the parties hereto.
- E. Unless otherwise indicated by the contents of this contract, the title “Employee” shall be defined to include all bargaining unit members, the plural as well as the singular and to include males as well as females.
- F. It is understood and agreed that wherever reference is made herein to “Chief of Police,” the same provision will apply to an “Officer in Charge.”

ARTICLE II
COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining with respect to rates of pay, hours of work or other terms and conditions of employment shall be conducted by a duly authorized bargaining agent of each of the parties to this Agreement. Unless otherwise designated, the Mayor, or his designee, and members of the committee as designated by the Township Committee of the Township of Ocean, and the President of the PBA, or his designee, together with members of his negotiating agents shall be the representatives of their respective parties. The PBA shall notify the Township at least thirty (30) days prior to the first negotiating session if they intend to hire a professional negotiator to assist them.

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

C. Employees who may be designated by the PBA to participate in collective bargaining meetings called for the purposes of the negotiation of a collective bargaining agreement, will be excused from their work assignments to attend such collective bargaining meetings. The Employer is not responsible for the Employees' salaries while attending such meetings.

ARTICLE III
DISCRIMINATION

A. The Employer and the PBA agree that there should be no discrimination against any Employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The Employer and the PBA agree that all Employees covered by this Agreement shall have the right without fear of penalty or reprisal to form, join, and assist any Employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the PBA against any Employee because of the Employee's membership or non-membership or activity or non-activity in the union.

ARTICLE IV

SICK LEAVE

A. Sick leave shall be defined as an absence of an Employee from post or duty because of illness, accident or exposure to contagious disease.

B. All full-time Employees covered by this Agreement shall be granted sick leave with Pay pursuant to the following schedule:

1. Sick leave shall be earned at a rate of one (1) eight (8) hour day per month during the first year of employment. Upon the Employee's anniversary date, and every year thereafter, sick leave shall be earned at a rate of fifteen (15) eight (8) hour days per year.

2. As an incentive, unused sick leave earned by the Employee shall accumulate year after year. Additionally, the amount accumulated shall be extended by one (1) day for each calendar year an Employee uses five (5) days or less.

3. Each year an Employee will receive payment for up to fifteen (15) days, at one hundred (100%) percent of its value, for any unused sick days in excess of fifty (50) days. Payment shall be made during the first pay period in January of the following year.

4. Upon retirement from the Department, an Employee shall be reimbursed for up to sixty (60) days of his/her unused sick days.

Employees hired on or after January, 2011 shall be reimbursed for up to sixty (60) days of his/her unused sick leave up to a maximum payment of \$15,000.

C. Members of the Department who are unable to report for duty shall notify the Department by telephone at the earliest possible time upon becoming ill or injured. If unable to report, a relative or other responsible person shall notify the Department with all pertinent facts.

D. When an absence due to illness does not exceed three (3) consecutive days, except for good cause shown, the Employee's statement of the cause will be accepted without a supporting statement by the attending physician. (Any absence due to illness or disability in excess of three (3) consecutive days may require, in the discretion of the Chief or designee, a written statement from the attending physician). The Employer also reserves the right to require the Employee(s) to be examined by the Employer's physician, at the Employer's expense, and certified as fit for duty before returning to work.

E. In a situation of less than three (3) consecutive days absence, where the Employer has reason to believe that potential abuse exists, the Employer may have the Employee examined by the Employer's physician or require an examination by the Employee's Physician at no expense to the Employee.

F. Payments which an Employee receives under the provisions of Worker's Compensation of temporary disability laws shall either be remitted to the Employer or used as an offset to full salary payments.

G. Abuse of sick leave shall be cause for disciplinary action.

H. Any Employee certified as absent on account of a disability or accident not caused in the usual course of his/her employment and has used all of his/her accumulated sick leave and is certified by a physician to be temporarily disabled shall have the benefits of New Jersey State Disability Insurance.

I. Each Employee shall be permitted to use his/her sick days each year, for the purpose of caring for his/her immediate family living in the Employee's household, in the event of sickness or injury. Immediate family member in this Article shall be defined as Spouse, Children, Grandparents, Step-Parents, Step-Children, Grandchildren, Foster Child, Legal Ward, Mother, Father, Mother-in-law and Father-in-law.

J. Male employees shall be permitted to use three (3) sick days upon the birth of a child or children. These days shall be used consecutively and immediately after the birth.

ARTICLE V

MATERNITY LEAVE

- A. A female Employee shall be permitted to work her normal duties so long as such work is permitted by a written statement from the Employee's attending physician.
- B. The female Employee shall be permitted to use any and all accumulated sick time, compensatory time, vacation and personal days which she may have during the period of her pregnancy and the period following childbirth.
- C. The female Employee shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes. At all times covered by this Article, the Employee shall be maintained in the pension system with the Employer paying the appropriate contributions to said system.
- D. The female Employee shall return to active duty status upon a written statement from the Employee's attending physician. Upon returning to active duty status, the Employee shall be placed in the same position which she held prior to her leave for maternity.

ARTICLE VI

BEREAVEMENT LEAVE

A. Each Employee shall be granted ten (10) working days leave with pay upon the death of spouse, children or step-children.

B. Each Employee shall be granted five (5) working days leave with pay upon the death of a member of his/her immediate family. Said days will not be charged against sick leave, personal days, or vacation time. Immediate family shall include: Mother, Father, Sister, Brother, Step Parents and Siblings, Mother-in-law, Father-in-law, Grandparents of either spouse and any member of the household. Each Employee shall be granted one (1) days leave with pay upon the death of any Aunt, Uncle, Niece, Nephew, Son-in-law, Daughter-in-law, Sister-in-law, Brother-in-law, and Great Grandparents.

C. Employees shall be allowed to utilize sick days if additional days for bereavement leave are needed. Employees shall be permitted to use flex time, comp time, vacation time, personal time, or sick time to compensate for the time differential of the 12 hour shift.

ARTICLE VII

DEDUCTIONS

A. Upon receipt of a written voluntary authorization and assignment of an Employee covered by this Agreement in the form agreed upon by the Employer and the PBA, the Employer agrees to deduct membership dues (and when applicable, initiation fee) in such amounts as shall be fixed pursuant to the by-laws and constitution of the PBA during the full term of this Agreement and other extension or renewal thereof. The Employer shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Treasurer of the PBA.

B. The PBA shall indemnify, defend and save the Employer harmless against any and all claims, demands, and suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon the PBA in supplying to it information concerning the names of the Employees and the amount of dues to be deducted.

ARTICLE VIII

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it prior to the signing of the Agreement by the Laws and Constitution of the State of New Jersey and the United States including, but without limiting the generality of the foregoing, the following rights:

1. Executive, management and administrative control of the Township government and its properties, facilities and activities of its Employees.
2. To make rules of procedure and conduct, and to be in sole charge of the quality and quantity of the 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 purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the Employees to require compliance with 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 proper cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, codes of conduct and practices and the furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and Laws of the State 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:l-1 et seq., or any other national, state, county or local laws or regulations.

D. Anything to the contrary notwithstanding, there shall be no modification affecting mandatorily negotiable terms and conditions of employment without negotiations.

ARTICLE IX

HOURS OF WORK AND OVERTIME

A. It is agreed that the standard weekly work schedule for Employees covered by this Agreement requires continuous service throughout the seven (7) day work week (Monday through Sunday). Employees shall work forty (40) hours during any week. Employees shall work in accordance with schedules posted on a monthly basis by the Chief of Police or his designee.

B. The tours of duty, not to exceed eight (8) hours in a day and forty (40) hours in a week, shall be established by the Chief of Police or his designee.

C. Work Schedule

The Chief at his discretion as allowed by law may agree to implement up to a twelve (12) hours shift work schedule for a trial period: Such schedule may be later implemented on a permanent basis. If such schedule is implemented, all leave time for those officers working such scheduled shifts other than the normal eight (8) hour shift, shall be converted from days to hours.

D. Overtime

1. Overtime shall commence after eight (8) hours in any day or forty (40) hours in any week. Overtime shall be compensated in either pay or compensatory time at the rate of time and one-half (1½) at the Employee's option. The hourly rate for Employees is to

be determined by dividing their base salary plus longevity by two thousand eighty (2,080) hours to determine the hourly salary of all Employees for purposes of overtime.

2. Overtime shall be kept to a minimum if possible and must be authorized by the Chief of Police or designee, except that in an emergency situation, as defined by the Ocean Township Police Department Rules and Regulations or Standard Operating Procedures. If such has been approved, the Employee shall submit to the finance officer no later than twenty-one (21) days of the date worked, a completed form to be provided by the Chief or designee for purposes of obtaining overtime compensation.

3. If the Employee has worked his eight (8) hours and his or her duties require any additional time, the Employee shall be compensated by rounding up to the nearest one-half ($\frac{1}{2}$) hour. Compensation will be at the overtime rate and the Employee will only be required to stay until the completion of the duties that necessitated the overtime. Overtime is to be with the approval of the Chief of Police or his designee.

4. Officers shall provide seventy-two (72) hours notice when notifying the Township of use of compensatory time. Anything less than seventy-two (72) hours notice shall be approved by the Chief or his designee.

5. Employees shall be paid for overtime in the pay period following submission of the paperwork by the Employee as long as such submission is prior to the closing date for payroll. If the submission is after the cut-off date, the overtime pay shall be

paid along with the next paycheck but in no event shall be made later than twenty-one (21) days after submission of the paperwork.

6. All overtime requests shall be submitted to the Finance Department pursuant to the Police Department Guidelines established by the Chief of Police. Employees shall be paid for overtime in the pay period following submission of the paperwork by the employee as long as such paperwork is submitted by 4:00 p.m. on the Friday prior to the pay period end date. If such paperwork is submitted after the cut off date, payment for such overtime shall be made in the next pay period.

E. Call Back

If an Employee has been called into work, other than his/her regularly scheduled shifts, they will be compensated with a minimum of three (3) hours of overtime pay. This is to be at a rate of time and one-half (1½) whether he/she works the three (3) hours or a portion thereof. The Employee will only have to stay for the completion of the assignment he/she was called in for. Overtime is to be with the approval of the Chief of Police or his designee.

F. Standby Time

Any officer placed on standby shall be entitled to receive a minimum of two (2) hours overtime pay or paid for the actual number of hours on standby, whichever is greater. Such assignment shall be at the discretion of the Chief or his designee.

G. Notice of Change of Shifts

Employees shall be provided with at least seventy-two (72) hours advance notice in writing of any change in the employee's shift.

ARTICLE X

Flex Time / Training Days

A. **Flex Time:** 104 hours awarded annually to each Employee working 12 hour shifts to account for the extra 104 hours worked each year. Flex Time shall not be applied to nor included with an employee's accrued compensatory time base and shall be recorded and maintained in a separate account.

- 1) Employees must use their allotment of flex hours within the calendar year they are earned or such time will be forfeited.
- 2) An employee's annual allotment shall be credited to his/her account and available for immediate use as of January 1st of each calendar year. Flex time will be prorated should the individual leave before the end of the year.
- 3) All flex time requests must be in writing and must be approved prior to use by the Chief of Police or his designee. It is agreed that any use of flex time will not cause an overtime situation.

B. **School / Training Days:** Employees scheduled for training shall not be responsible for returning to work for regular duty at the conclusion of training. The training day shall be counted as a full work day (ex. officers normally scheduled for 12, 10, or 8 hour shifts). If the training exceeds the hours within the Employee's scheduled work day (12, 10, or 8 hours) the Employee shall be compensated with straight time which will be applied to the Employee's Flex Time bank so it shall not cause overtime and must be used within the same calendar year.

ARTICLE XI

VACATIONS

- A. Each Employee who has had the length of continuous employment specified in the table following shall be entitled to vacation with pay at his regular rate of pay.

- B. Vacation requests shall be submitted in writing to the Chief of Police or his designee by the Employee. Such requests shall be submitted, if possible, three (3) months prior to the vacation period.

- C. If two (2) vacation periods are requested by two (2) or more Employees, seniority shall govern the requests. If a request is submitted in writing thirty (30) days or more prior to the vacation period, the senior officer will have ten (10) days to override the request.

- D. All disapproval of a vacation must be justified by a written reply by the Chief of Police or his designee.

- E. In accordance with N.J.S.A. 40A:14-237.1, upon the retirement or disability of any permanent member of the police department, the Township shall pay to him/her the full amount of any vacation pay accrued, but unused at the time of his/her separation on a pro rated basis for the unused time from the date of employment. However, this section shall not hinder the Employee from using the allocated vacation time allowed by this Agreement.

F. The Employee shall be permitted to carry over into the next calendar year one (1) week of vacation. However, if by the fault of the Township, an Employee is not permitted to use all other vacation days in a given year, he/she shall be permitted to carry over those days. The Employee must use those carry-over days within the first three (3) months of the year.

G. Employees shall receive vacation in accordance with the following schedule:

First Increment	One (1) day for each and every month an Employee has been employed in a full-time capacity, not to exceed ten (10) days in a year.
Second Increment	Ten (10) working days.
Third Increment	Eleven (11) working days.
Fourth Increment	Thirteen (13) working days.
Fifth Increment	Seventeen (17) working days.
Sixth Increment	Seventeen (17) working days.
Seventh Increment	Eighteen (18) working days.
Eighth Increment	Eighteen (18) working days.
Ninth Increment	Nineteen (19) working days.
Tenth to Fifteenth Increment	Twenty-one (21) working days.
Sixteenth to Nineteenth Increment	Twenty-two (22) working days.
Twentieth Increment and above	Twenty-five (25) working days.

ARTICLE XII

INSURANCE

- A. The Employer shall continue to provide medical and insurance enrollment for all Employees and the Employee's family covered by this Agreement for programs in existence as of the signing of this Agreement. (N.J. State Health Benefits Plan)
- B. The Employer will provide at no cost to the Employee life insurance in the amount of ten thousand dollars (\$10,000.00) to be paid to the Employee's beneficiary at time of death, so long as the Employee is in the employ of the Employer at such time.
- C. The Employer will provide all necessary legal aid, false arrest and liability insurance to all personnel covered by this Agreement in the performance of their duties. In the event of legal aid, Employee's legal coverage shall be set forth in N.J.S.A. 40A:14-155.
- D. The Employer shall have the option of checking other plans. The Employer may institute another plan as long as it provides for at least the same or superior coverage and is accepted nationwide. Any changes to be made shall be brought before the PBA prior to making the change.
- E. Coverage under this Article is subject to the deductible mandated by the insurance Carrier and employee contributions as may be mandated by law.

F. Prescription Plan

1. Effective January 1, 2007 or as soon thereafter as the Township implements the Agreement, the employee's maximum co-pays for prescriptions shall be increased to an amount not to exceed \$5 for generic/\$10 for brand/\$15 for mail order. Any new plan shall provide benefits equal to or better than the Plan in effect on December 31, 2005 except for the increases in the co-pay maximums as stated herein.

2. The Employer shall continue to provide pharmaceutical benefits for the Employee and his/her family upon retirement and/or disability until they are covered by Government Sponsored Public Medical Assistance Program at no cost to the Employee or his/her family. At the time that the Employee or his/her spouse is covered by the program the Employee may continue the prescription plan for his/her eligible spouse and dependents at the Township's group rate with the Employee assuming 100% of the cost for the additional portion of coverage. The Employee shall be responsible for payment through a third party vendor.

G. The Employer will provide an optical plan, dental and orthodontic plan for the Employee and his/her family with at least equal coverage(s) as those in effect at the signing of this Agreement.

H. The Employer shall continue to provide medical benefits for the Employee upon retirement and/or disability until they are covered by Government Sponsored Public Medical Assistance Program at no expense to the employee. At the time that the Employee is covered by the program the Employee has the option to purchase benefits at the Township's

group rate.

I. Upon retirement and/or disability an Employee may, at his/her option, continue the health insurance plan for his/her eligible spouse and dependents at the Township's group rate with the Employee assuming 100% of the cost for the additional portion of coverage. The Employee shall be responsible for payment through a third party vendor.

J. Should the Employer at any future date grant additional benefits to retired Employees, those additional benefits shall be granted to all Employees retired after January 1, 1994.

K. Should the Township opt to change medical coverage from private carriers to the State Health Plan, it shall be the burden of the Township to pass any and all necessary resolutions necessary to cover all Employees that have retired from the Township after January 1, 1994.

ARTICLE XIII

Uniform Maintenance

- A. For purposes of this Agreement, “uniforms and equipment” shall mean clothing and equipment prescribed by the Chief of Police and the Township Committee.
- B. The Township will pay an annual amount of one thousand five hundred dollars (\$1500.00) per Employee and each Employee assigned to the Detective Bureau shall receive an additional annual amount of seven hundred fifty dollars (\$750.00) for the purchase and maintenance of uniforms and equipment including leather items. Weapons shall be provided by the Township as necessary. Employees will receive the uniform maintenance allowance in one check paid the the first pay of February.
- C. New Employees shall receive the minimum required uniforms and equipment as required by the Chief of Police or his designee in lieu of the clothing allowance during the first year. The Employer may supply only the appropriate uniforms and equipment that is necessary for the seasonal time of year from the date of employment to January of the next year. On the first pay of February after the Employee is hired he/she will receive the uniform maintenance allowance as per Section B of this Article. The required uniforms will be in accordance with a “Minimum Required Uniform List” provided by the Chief of Police or his designee. Any Uniform changes must be discussed between the Chief and Township Committee prior to implementation due to financial constraints. Any costs associated with a uniform or equipment change is to be covered by the Township.

ARTICLE XIV

LONGEVITY

A. Employees Hired Prior to January 1, 2012

Each Employee shall be paid, in addition to his current annual wage, a longevity increment which shall be figured in and computed in as the Employee's base salary based upon his years of employment with the Ocean Township Police Department in accordance with the following schedule:

Upon completion of four (4) years of service	Three percent (3%)
Upon completion of nine (9) years of service	Five percent (5%)
Upon completion of fourteen (14) years of service	Seven percent (7%)
Upon completion of nineteen (19) years of service	Nine percent (9%)
Upon completion of twenty-four (24) years of service	Eleven percent (11%)

B. Employees Hired On or after January 1, 2012

Each Employee shall be paid, in addition to his current annual wage, a longevity increment which shall be figured in and computed in as the Employee's base salary based upon his years of employment with the Ocean Township Police Department in accordance with the following schedule:

Upon completion of nine (9) years of service	Five percent (5%)
Upon completion of fourteen (14) years of service	Seven percent (7%)
Upon completion of nineteen (19) years of service	Nine percent (9%)

C. Employees Hired on or after January 1, 2017 shall not receive longevity pay.

D. Longevity will be included in an Employee's paycheck on a bi-weekly basis and computed as regular salary in regards to overtime and other benefits including pension.

ARTICLE XV

EDUCATIONAL INCENTIVES

A. The Employer agrees to pay to each Employee of the Police Department, in addition to his/her salary, an education incentive pursuant to the following table:

1. Employees will receive college incentive pay of ten dollars (\$10.00) for each one (1) credit successfully completed towards a degree in Criminal Justice and/or Police Science/Administration Field. Educational incentives in addition to Criminal Justice or Police Science/Administration Field shall be given prior approval by the Township Committee. Incentive to apply only to degrees related to "Police Work".

2. Effective December 31, 2017 all current Employees receiving the per credit payment described in paragraph 1 above shall be frozen at the current payment earned and shall not receive additional money until the completion of a degree. If an Employee has obtained over 150 college credits, the employee shall continue to receive payment for credits earned (prior to December 31, 2017) and will not receive a decrease in pay. All Employees hired on or after January 1, 2018 shall only receive payment for a degree and shall not earn the college incentive described in paragraph 1. The payment per degree shall be as follows: All Employees shall be entitled to payment of \$640.00 for one Associate's Degree, \$1,200.00 for one Bachelor's Degree, and \$1,500.00 for one Master's Degree.

B. Each Employee hired prior to January 1, 2018 shall submit a transcript to the Township Clerk and Treasurer for each completed course for which the Employee(s) request payment in January of 2018. All employees shall submit a transcript and copy of each degree earned upon hiring or completion of a degree for payment. Payment for successfully completed courses/degrees shall be made to Employees covered by this Agreement in the first pay period in February.

C. For courses taken after January 1, 1988, Employees shall provide degree requirements and how the courses fit those requirements to the Township Clerk.

D. An Employee's annual salary shall be adjusted to include educational incentives for calculation for overtime rates and pension purposes.

E. Effective January 1, 2013, Employees shall receive tuition reimbursement for up to a maximum of four (4) college courses per year. Officers shall submit course information to the Township for review and approval prior to enrollment to ensure the course meets the requirements related to Criminal Justice or Police Science/Administration field degrees or programs. However this approval shall not hinder an officer from enrolling in, attending, or receiving tuition reimbursement for a course related to the aforementioned degrees or programs should the Township not consent prior to the start of the course. The tuition shall be paid by the Township upon satisfactory completion of course(s) (grade of "C" or better).

F. Effective January 1, 2018, Employees shall receive tuition reimbursement for one Bachelor's Degree only up to a maximum amount of \$4000.00 annually. If an Employee already has a Bachelor's Degree, the Township shall not be responsible for tuition toward a second degree. Employees shall receive tuition reimbursement for one Master's Degree up to a maximum amount of \$2000.00 annually. If an Employee already has a Master's Degree, the Township shall not be responsible for tuition toward a second degree. Officers shall submit course information to the Township for review and approval prior to enrollment to ensure the course meets the requirements related to Criminal Justice or Police Science/Administration field degrees or programs. However this approval shall not hinder an officer from enrolling in, attending, or receiving tuition reimbursement for a course related to the aforementioned degrees or programs should the Township not consent prior to the start of the course. The tuition shall be paid by the Township upon satisfactory completion of course(s) (grade of "C" or better).

ARTICLE XVI

SALARIES

A. Increments

For the purpose of this contract, any reference to the term "Increments" shall be defined as follows:

1. Starting Increment: Shall begin on the date that the Employee is employed by the Employer in a full-time capacity to the first year anniversary.
2. First Increment: Shall begin on the first anniversary date that the Employee shall be employed by the Employer in a full-time capacity. All other increments are based on subsequent anniversary dates. (2nd anniversary = 2nd increment, 3rd anniversary = 3rd increment, etc.).

B. Corporal Increment(s): Upon Employees reaching the 13th Increment of their salary guide, Employees shall be given the title of Corporal. The Corporal title is simply a recognition of seniority and shall carry no other benefit. Corporal Increment(s) shall be earned in the same manner as described in Section A. above.

C. Employees shall receive 1 1/2 years of retroactive pay from date of signing this contract.

D. **Salary Guide A (Employees hired prior to January 1, 2017):**

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
S)	45,354	45,500	45,500	45,500	45,500	45,500	45,500
1)	54,893	55,000	55,000	55,000	55,000	55,000	55,000
2)	59,223	61,000	61,000	61,000	61,000	61,000	61,000
3)	64,051	66,000	66,000	66,000	66,000	66,000	66,000
4)	68,860	71,000	71,000	71,000	71,000	71,000	71,000
5)	73,667	76,000	76,000	76,000	76,000	76,000	76,000
6)	78,500	81,000	81,000	81,000	81,000	81,000	81,000
7)	83,294	86,000	86,000	86,000	86,000	86,000	86,000
8)	88,299	91,000	91,000	91,000	91,000	91,000	91,000
9)	93,652	96,000	96,000	96,000	96,000	96,000	96,000
10)	93,652	98,000	99,000	100,000	101,000	101,000	101,000
11)	100,206	100,000	101,000	102,000	103,000	104,000	104,000
12)	100,206	101,000	102,000	103,000	104,000	105,000	106,000
Corporal 1)	100,206	102,000	103,000	104,000	106,000	107,000	108,000

1) Effective January 1, 2015: Employees hired prior to January 1, 2012 will transition to the guide above and shall move to the equivalent increment on this guide so they do not experience any decrease in pay. As of January 1, 2015 Officer Cicero shall be on increment 7, Officer Petracca shall be on increment 8, Officer Capaccio shall be on increment 9, Officer Ridsen shall be on increment 12, Officer Mandarine shall be on Corporal 1, and Officer Kinlan shall be on Corporal 1. Employees shall progress to the next increment on the anniversary of date of hire.

D. **Salary Guide B (Employees hired after January 1, 2017):**

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
S)	45,000	45,000	45,000	45,000	45,000
1)	50,000	50,000	50,000	50,000	50,000
2)	55,000	55,000	55,000	55,000	55,000
3)	60,000	60,000	60,000	60,000	60,000
4)	65,000	65,000	65,000	65,000	65,000
5)	70,000	70,000	70,000	70,000	70,000
6)	75,000	75,000	75,000	75,000	75,000
7)	80,000	80,000	80,000	80,000	80,000
8)	85,000	85,000	85,000	85,000	85,000
9)	90,000	90,000	90,000	90,000	90,000
10)	94,000	94,000	94,000	94,000	94,000
11)	98,000	98,000	98,000	98,000	98,000
12)	101,000	101,000	101,000	101,000	101,000
Corporal 1)	102,000	102,000	103,000	103,000	103,000
Corporal 2)	102,000	103,000	104,000	105,000	105,000
Corporal 3)	102,000	103,000	104,000	105,000	106,000
Corporal 4)	102,000	104,000	105,000	106,000	107,000
Corporal 5)	103,000	105,000	106,000	107,000	108,000

E. Special Details

1. No member of the bargaining unit shall be responsible for or involved in any manner with the communication between the Township and an outside contractor or be responsible for the collection of monies.

2. It is agreed by the parties that payment for Special Details shall be pursuant to the Settlement Agreement reached by the parties on May 26, 2006 in regard to the Unfair practice Charge filed by the PBA. (CO-2006-242)

F. Annual base salaries shall be adjusted to include longevity and college allowances for overtime calculations and pension purposes.

G. EMT Stipend

1. Any employee holding a valid EMT certification shall receive an annual stipend of \$350.00, payable in the first pay in July of each calendar year. Such amount shall be pro-rated if the certification is held for less than one calendar year.

2. The Township agrees to pay for schooling and re-certification costs and will compensate such employee(s) at their overtime rate of pay for such time if not taken during an employee's normal work hours. An employee's shift shall not be changed to avoid the payment of overtime.

H. Detective Stipend

Any officer appointed or assigned as a detective shall be compensated at his regular base salary on the salary schedule plus an additional five percent (5%) of said salary. Such stipend shall be paid along with and made a part of his annual contractual salary for all purposes, including but not limited to overtime compensation and pension purposes.

ARTICLE XVII

WORKING CONDITIONS

The following policies for working conditions shall be established:

A. The Police Department shall always be controlled by the Office of the Chief of Police or Officer in Charge as appointed by the Township Committee.

B. The Employer shall grant the following to PBA members in good standing:

1. The Employer shall grant the necessary time off, without loss of pay or benefits to the PBA President and Delegate or their designee, to attend the Annual State and the National Convention of the New Jersey Policemen's Benevolent Association, also known as the Main-Convention and the Mini-Convention.

2. The President or his Designee shall have the right to visit the Director, Chief of Police, Headquarters or other police facilities at all reasonable hours for PBA business, in accordance with existing Rules and Regulations. The Employer shall grant the PBA President or his Designee, upon approval by the Chief of Police, up to two (2) hours per week to conduct PBA business.

3. The Employer shall grant the PBA Delegate or his designee, upon prior notification to the Chief of Police or his Designee, one (1) day leave per month, without loss of pay or benefits, to attend the state meetings held by the Delegate Board of the

New Jersey State PBA. The Delegate shall have use of a Township vehicle to attend the State meetings, provided such vehicle is a marked police vehicle with municipal government plates and the Delegate signs the vehicle in and out. The Delegate shall not be required to perform any additional services to make up for time spent in attendance at the state meetings. The PBA President or Delegate is to provide a list of all state meetings held by the Delegate Board of the New Jersey State PBA for the year to the Chief of Police or his Designee by January 20th of each year.

4. The Employer shall grant PBA members use of the photocopy and fax equipment, typewriters, computers, telephones and staplers, for PBA use, provided same are not in use by the Township.

C. The Employer shall provide a complete physical examination for each Employee to include chest x-ray, blood test, urinalysis and resting EKG, annually at no expense to the Employee. Such examination shall be scheduled to occur during the Employee's working hours. The physician will be appointed by the Township and acts as an agent for the Township. All medical reports are the property of the police department upon the employee's execution of a HIPPA Release and will be used to determine an Employee's fitness for duty. A copy of the medical report will be given to the Employee.

D. The Employer shall provide a police vehicle to all Employees attending police related functions outside the Township of Ocean.

E. The Chief of Police or his Designee at his discretion shall set up mandatory firearm qualifications to take place during regular working hours.

F. The Employer shall provide and pay for shots for Hepatitis B, unless refused by the Employee, as per O.S.H.A. suggestions. Employee must sign proper paperwork releasing Municipality. Employees have the option to use a doctor of their choice to provide the Hepatitis B shot, the Township shall reimburse the Employee for the co-pay up to \$25.00 upon providing proof of payment for the shot.

G. The Employer shall grant six (6) personal days. The Employee to notify the Chief of Police or his designee, whenever possible, five (5) calendar days prior to the requested day off. If the request is approved, stipulations cannot be placed on it. One (1) of the personal days, if not used, may be taken in the next calendar year as a vacation day.

H. The Employer shall provide five hundred (500) rounds of ammunition per Employee for practice purposes per year.

I. Bulletin Boards

1. The PBA shall have the exclusive use of a bulletin board located in the Police Department Headquarters for the posting of notices relating to meetings and official business of the Association only.

2. Only material authorized by the signature of the PBA President, Delegate, Steward or alternate or designee shall be permitted to be posted on said bulletin board.

I. **Layoffs:** The Township shall negotiate with the PBA prior to the implementation of any layoffs and/or furloughs. The Township agrees not to utilize the threat of layoffs and/or furloughs as a tactic solely to reduce benefits when there is no financial hardship. The PBA shall be permitted to have a representative review Township finances to attempt to verify and assist in locating resources to avert the layoffs and/or furloughs. In the event there are layoffs, they shall be conducted in reverse seniority with the Employees with the fewest time being laid off first. No other Employees shall be hired during this period until any Employees that have been laid off have been rehired first beginning with the most senior Employee with the least senior Employee being hired back last.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and that all other provisions and applications of this Agreement shall continue in full force and effect for the duration of this Agreement. Additionally, the parties shall renegotiate concerning any such invalidated provisions. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing provisions of state and local laws.

ARTICLE XIX
GRIEVANCE PROCEDURE

- A. 1. The purpose of this procedure is to secure at the lowest possible level, an equitable settlement of the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the Department, and having the grievance adjusted without the intervention of the PBA.
- B. A grievance is defined as any controversy arising over the interpretation, application or violation of any provisions of this Agreement, and may be raised by an individual or the PBA on behalf of and at the request of an individual or group of individuals, or the Employee.
- C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived by mutual consent:

Step One:

1. An aggrieved Employee shall institute action under this provision, in writing hereof, within thirty (30) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved Employee and the

Chief, for the purpose of resolving the matter informally. Failure to act within the said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.

2. The Chief of Police or designee shall render a decision, in writing, within ten (10) calendar days, after the grievance is first presented to him.

Step Two:

1. If the grievance is not resolved through Step One, or if no answer has been received by the Association within this time, the grievance shall be presented to the Township Committee or its designated representative within ten (10) calendar days from the date that the Chief or designee renders or should have rendered a decision. Said request for a Step Two hearing shall be filed with the Clerk of the Township. The Township Committee, or its designated representative, shall present a decision, in writing, within twenty-one (21) calendar days after receipt of the written grievance.

Step Three:

1. If the grievant is not satisfied with the decisions rendered in Steps One and Two, he may submit his grievance to an arbitrator for final and binding resolution of the grievance. The request for such arbitration must be made within thirty (30) calendar days after the determination of the Township Committee or designated representative or the time in which such determination should be made in Step Two. The arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission. This shall constitute the exclusive remedies for the parties notwithstanding provisions of Title

40A or any other provisions of law which may pertain to the resolution of disputes involving police officers.

2. The arbitrator shall be bound by the provisions of the Agreement and will restrict his opinion to the application of facts presented to him involved in the grievance. The arbitrator shall in no way have any authority to add to, modify, detract from or alter the provisions of this Agreement or any amendment or supplement thereto.

3. The cost for the services of arbitration shall be borne equally between the Employer and the PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same. The decision rendered by the arbitrator shall be final and binding, consistent with applicable law, and the decision must be in writing with appropriate rationale for such.

4. The arbitrator shall only be permitted to hear one (1) grievance on only one (1) issue per arbitration. No multiple grievance arbitrations will be permitted unless by written consent of the Employer and the PBA prior to the commencement of the arbitration.

5. Either the Employer or the PBA may waive any Steps of the grievance procedure, but said waiver can only be done in writing and with consent of the other party in question.

6. The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the prior Step shall be deemed conclusive and shall not be applicable. Nothing herein shall prevent the parties mutually agreeing to extend or contract the time limits provided for processing the grievance at any Step in the grievance procedure.

ARTICLE XX

SQUAD LEADER/ACTING OFFICER COMPENSATION

A. Any Patrol Officer assigned exclusively to the patrol division who acts in the capacity of a First Line Supervisor/Squad Leader, in the absence of such a squad leader, shall be in charge of the shift he or she is working, and who shall have performed the duties and responsibilities thereof for an aggregate of one hundred (100) hours in any calendar year, shall be entitled to compensation appropriate for said position for time so held above the one hundred (100) hours.

B. It is understood that the Chief, Deputy Chief, Captain, Lieutenant, Sergeant, Corporal, Detective, Administrative Officer or any other Officer who is not assigned exclusively to the patrol division, cannot hold the capacity of a First Line Supervisor/Squad Leader for the purpose of this Agreement.

C. This compensation will not be for one specific task but for the general duties and responsibilities of a First Line Supervisor as specified in the Rules and Regulations and General Orders and approved by the Chief of Police or his Designee.

D. Payment shall be made twice a year, the first in the first pay of August and the second in the second pay of February.

E. Effective January 1, 2018 Employees working in the capacity of a First Line Supervisor/Squad Leader during an overtime shift, shall earn Officer in Charge pay at the rate of straight time, it shall no longer be earned at rate of time and a half (1.5).

ARTICLE XXI

K-9 OFFICERS

Officers assigned to the K-9 division shall receive the following compensation and allowances:

A. Care and Housing:

1. In order to compensate a K-9 handler for his off-duty time spent caring, feeding, exercising, training, grooming, managing and housing a police dog, he/she shall receive eight (8) hours of compensatory time per month and a \$500 per year allowance for each approved police dog under his/her care.

2. This allowance shall be included in a handler's paycheck on a bi-weekly basis and computed as regular salary in regards to overtime and other benefits.

B. Clothing Allowance:

1. An equipment/meal allowance in the amount of Nine Hundred dollars (\$900) per year, shall be paid to a K-9 handler for each approved police dog under his/her care. This allowance shall be used for the purchase, replacement and/or maintenance of the equipment, supplies and food required for the appropriate care, housing, training, and utilization of the police dog.

2. Payment of the above allowance shall not be included in a handler's salary, however it shall be separated and included in a category titled "K-9 Uniforms."

C. K-9 Compensatory Time:

It shall be agreed that all Compensatory time accrued by a K-9 team shall only be used towards time off.

D. Medical Coverage:

The Township shall pay for all veterinary costs required in maintaining a dog's health and well being. This care shall include a yearly physical exam, all required and/or recommended vaccines and medicines, and emergency care. The Police Chief, or his designee, shall monitor all medical care and expenses. All medical care expenses shall require prior approval from the Police Chief or his designee. In order to minimize costs, the handler shall make all reasonable attempts to utilize various free clinic care, such as free rabies vaccinations.

E. Training Time:

1. One time per year a K-9 team shall be compensated for his attendance at a USPCA certification trial. This trial will be either a Regional trial or the National trial. Each day of attendance shall constitute an eight (8) hour work day. This time will not be charged against the handlers vacation or personal time. The Township shall also pay any entrance fees for this trial.

2. Furthermore, the team shall be encouraged to attend other field trials, for which the Township may provide the on-duty time, but will be at the officer's expense.

ARTICLE XXII

TERM OF AGREEMENT


THIS AGREEMENT shall be in full force and effect as of January 1, 2015 through December 31, 2021. This Agreement contains the entire understanding of the parties and for all purposes shall be deemed the full and final settlement of all bargainable issues which were or could have been within the contemplation of both parties to this Agreement. All the provisions of this Agreement continue in full force and effect beyond the stated expiration date set forth herein until the successor Agreement has been executed and becomes effective between the parties.

IN WITNESS WHEREOF, the parties have hereunto cause this to be signed and attested by the proper corporate officers and the corporate seal affixed and have hereunto set their hands and seals on this 12th day of December, 2017

TOWNSHIP OF OCEAN


PBA LOCAL NO. 371


By: 
Christina Wetter, Mayor

By: 
Det. Andrew Riden #308
PBA Vice President

ATTEST:

ATTEST:


Diane B. Ambrosio,
Township Clerk/Administrator


Ptl. Michael Cicero #317
PBA Delegate