

SIDE BAR AGREEMENT

This Agreement is made by and between the Township of Neptune ("Township") and Superior Officer's Association Fraternal Order of Police Lodge 19 (herein "FOP") on this 20th day of December, 2018.

WHEREAS, the Township and the FOP are parties to a collective negotiations agreement ("CNA") with a term of January 1, 2017 to December 31, 2020; and

WHEREAS, the Township and the FOP have met to discuss implementing a new work schedule and have memorialized those terms in this side bar agreement;

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings herein set forth the parties agree as follows:

1. SCHEDULE

- A. All Essential Personnel shall work the 12-hour Pittman schedule.
- B. Administrative Personnel shall work a 4-day 10- hour modified shift schedule.
- C. The schedule for Administrative and Essential Personnel is as follows:
 - i. The workday for Essential Personnel shall consist of 12 hours on-duty with a rotation of 2 consecutive days on duty followed by 2 consecutive days off duty, 3 consecutive days on duty followed by 2 consecutive days off duty, and 2 consecutive days on duty followed by 3 consecutive days off duty ("Pitman schedule"). There shall be two (2) shifts with the hours being: 0700-1900 (Days) and 1900 to 0700 (Midnights). The workday for Administrative Personnel shall consist of 4-days on-duty for 10- hours. There shall be two shifts with the days being Monday through Thursday or Tuesday through Friday. The hours shall be 0730-1730.

ii. As a result of the change in schedule FOP members working the 12-hour schedule will work an additional one hundred and four (104) hours in a calendar year compared to the prior eight (8) hour per day work schedule. The additional time will be granted to officers in the form of "Kelly time" which shall accrue in full at the beginning of the year and which may be used as leave time upon request and subject to the approval of the Chief based on current staffing requirements. Kelly time has no cash value and cannot be substituted for additional monetary compensation. FOP unit members may roll over and accumulate a maximum of twenty-four (24) Kelly time hours each year. Unused Kelly time over and above that twenty-four (24) hour cap will be lost.

iii. Parties agree to meet by April 20, 2019 in order to evaluate the requests for Kelly Time and justifications for any denials. Any denied Kelly Time usage over the twenty-four (24) hour roll over allowance will be purchased by the town, at the hourly rate for each hour denied.

iv. Personal days shall remain at four (4) days regardless of length of assigned shift.

v. The Pitman schedule shall be implemented not later than January 1, 2019. It shall continue as a pilot program for the FOP for the duration of the current contract term. During the initial 12-months, the parties shall meet to conduct regular reviews of the schedule's impact on the department. At the end of the current contract term, both parties reserve the right to fully negotiate all of the terms expressed herein as well as any additional terms that mutually decided upon and negotiated regarding the Pittman Schedule throughout the contract term. Each and every term of this Side Bar shall be subject to renegotiation at the expiration of the CNA, to include the 10 ½ hour administrative shift. Either the FOP or the Township may seek through the

collective negotiations process to revert back to the schedule that was in effect prior to the implementation of the Pitman schedule.

vi. All contractual leave time for officers on the "Pitman" schedule is to be converted to hours based on an 8-hour day, except for Sick, Personal and Bereavement days. Members shall be granted 12 Sick and 3 Bereavement days based on the 12-hour, 10 1/2 -hour or 10-hour schedule day-for-day. Bereavement days must be taken continuous to one another in order to be used. Personal, sick, and vacation time can be taken in full or 1/2 day increments. Vacation days will be converted to hours and rounded up to the nearest whole day pursuant to the following chart. Members working the 10-hour schedule will also be allotted the following vacation time based on years of service and may use other accrued leave to ensure full or half day increments as needed.

Years of Service	2018 Vacation Leave	8-hour conversion	2019 12-hr conversion
2-5	10 days	80 hours	84 hours
6-10	15 days	120 hours	120 hours
11-15	22 days	176 hours	180 hours
15-20	24 days	192 hours	192 hours
20+	28 days	224 hours	228 hours

vii. All banked and accrued sick time previously earned shall remain based upon an 8-hour day. Newly banked and accrued sick time shall be based upon the 12-hour, 10 1/2-hour or 10-hour schedule. The bonus sick days granted for perfect attendance shall be reduced to 3 days of time for either the 12-hour, 10 1/2-hour, or 10-hour schedules

viii. Holiday pay pursuant to Article X of the CNA shall be converted to hours based on an 8-hour day for a total of 96 hours. Nothing in this agreement shall change the amount of holiday pay received by any officer.

ix. Except as provided herein and under emergency circumstances, officers may not work more than 16 hours in a 24-hour period. An officer may work more than 16 hours in a 24-hour period on the last day of his tour at the discretion of the Chief or his designee.

x. Any change from the 10- hour to the 12-hour shift shall be done with reasonable notice to the office. Reasonable notice shall be 14 calendar days prior to the start date for the change in shift.

xi. Nothing in this agreement shall alter or amend the ability of the Chief to assign officers to the underlap on a shift provided same is done with 72-hours' notice to the officer.

2. Union Leave

A. Union leave for the FOP shall increase to ten (10) days annually

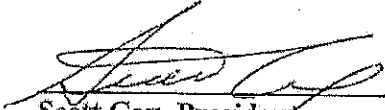
B. Union members elected to State Office/Boards (State Lodge, Labor Council, etc) shall be given release time to attend meetings, conferences and/or conventions. This leave shall not be denied.

3. All other terms and conditions of employment contained in the CNA shall remain *status quo* and nothing in this Agreement shall change or alter any term or condition of employment except as set forth herein.

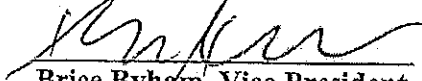
4. This agreement is subject to ratification by the FOP members and Township of Neptune and shall be null and void if not ratified.

5. Any disputes regarding this Agreement shall be resolved through the grievance procedure set forth in the CNA.

FOR FOP LODGE 19


Scott Cox, President

Date: 12/19/18


Brice Byham, Vice President

Date: 12/19/18

FOR THE TOWNSHIP


Mayor Nicholas Williams

Date: 12/20/18