

SIDE BAR AGREEMENT

This Agreement is made by and between the Township of Neptune ("Township") and Policemen's Benevolent Association Local 74 (herein "PBA") on this 26 day of November, 2018.

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

WHEREAS, the PBA has filed several grievances concerning the fair and equitable distribution of overtime; and

WHEREAS, two grievances have been advanced to arbitration; and

WHEREAS, the parties seek to resolve those grievances without the cost and expense of arbitration;

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

1. SCHEDULE

A. Officers not assigned to patrol shall work their current schedule.

B. The schedule for patrol officers is as follows:

i. The workday 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). To staff these shifts, there shall be 2 Platoons of 2 squads each.

ii. Bidding for shifts shall take place once per calendar year in November for the upcoming calendar year. Members with more than three (3) years of experience as of January 1 of the year to be scheduled shall select their shifts by seniority for the calendar year. However, if after bidding is completed and an officer voluntarily transfers back to Patrol from a non-patrol assignment, he shall be placed in a platoon and shift at the Chief's discretion. That officer shall not displace an officer who was granted a bid for that year. If an officer is involuntarily returned to Patrol, he shall be allowed to bump the least senior officer assigned to Patrol, at his option. The Chief shall reserve an equal number of slots within each squad to be filled on a rotating basis by members having less than three (3) years of experience.

iii. If manpower allows, the parties agree that they will meet to discuss implementing a 10-hour or 11-hour Pitman schedule. The Police Oversight Committee ("POC") must agree to said change.

iv. As a result of the change in schedule, PBA unit members 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 returned to officers in the form of "Kelly time" 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. PBA 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.

v. The Pitman schedule shall be implemented not later than January 1, 2019. It shall continue as a pilot program on an 18-month trial basis. After the initial 12-months, the parties shall conduct a review of the schedule's impact on the department. The review shall be concluded by the time the 18-month period expires. At the expiration of the eighteen-month period, either the PBA or the Township may seek to revert back to the schedule that was in effect prior to the implementation of the Pitman schedule. The party seeking to revert back must prove that it has justification to do so and that the justification is caused by the schedule. Justification may include but is not limited to increased overtime and/or sick time. The Police Oversight Committee is designated as hearing officer to decide reversion justification. If the Police Oversight Committee is unable or unwilling to hear the case, then a mutually agreed upon Arbitrator shall be selected, and if that fails, an Arbitrator shall be selected through the offices of the Public Employment Relations Commission. The Pitman schedule shall remain in effect during the pendency of the arbitration process.

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 Personal and Bereavement days. Members shall be granted 3 Personal and 3 Bereavement days based on the 12-hour schedule day-for-day for a total of thirty-six (36) hours in each category. Members may use up to twelve (12) hours of Kelly Time per year in the same manner as Personal time if they are out of Personal time for the year. Bereavement days must be taken continuous to one another in order to be used. Personal and vacation time can be taken in full or ½ day increments. PBA time off under Article V sections 1, 2, 3 and 4 of the CNA shall be converted based on a 12 hour day (day-for-day) basis. PBA time granted under Article V, Section 5 shall be converted to hours based on an 8-hour day, and may be taken in hourly increments.

vii. Holiday pay pursuant to Article X of the CNA shall be converted to hours based on an 8-hour day. 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. The 24-hour period commences at the start of the officer's regular shift. 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.

2. OVERTIME

The procedure for assigning overtime shall be as follows:

- A. Overtime shall be assigned in a fair and equitable manner among all members of the PBA negotiations unit.
- B. The Department shall maintain an overtime list based on seniority.
- C. All overtime, whether regular overtime, call-in or special assignment, outside of an officer's regularly scheduled tour of duty shall first be offered by seniority within the specific division or bureau. Such assignments shall rotate equitably by seniority to ensure the fair and equitable distribution of overtime hours. The division or bureau shall have first preference in filling the vacancy. If the overtime position remains open it will be filled by seniority outside the division or bureau. An officer that refuses an overtime assignment shall maintain his position on the overtime rotation list until he or she accepts an overtime assignment. If the overtime assignment cannot be filled voluntarily, the least senior unit member who is on-duty shall be ordered to work overtime that is contiguous to his/her shift up to 6.0 hours and the least senior officer on the incoming shift shall be ordered in 6 hours early.

D. The Department shall establish and maintain a current and accurate record of all hours of overtime worked or refused each week. A monthly record will be given to the PBA, the Chief and the Police Oversight Committee.

E. Overtime requiring special skills shall first be offered to the most senior officer with the required special skills, and if refused, the next senior officer until the assignment is filled. Overtime that requires special skills shall not be offered by overall seniority but rather in rotating seniority order amongst those having such special skills. Special skills overtime shall count towards overall overtime equalization. The Chief or his designee must identify the special skill or enhanced training required for the assignment in his monthly overtime report to the Police Oversight Committee and the PBA.

F. The shift commander will have the authority to assign overtime when a bona fide emergency exists, but he/she must ensure that the overtime is recorded. This Section shall not be used to circumvent this policy's intent to equitably distribute overtime.

G. The Department shall not change an officer's shift for the express purpose of denying overtime to individuals. Nothing in this agreement is intended to curtail the ability of the department to adjust officer shifts pursuant to Article VIII, Section D.

H. All paid leave time shall be counted as time worked for overtime purposes. Nothing in this agreement is intended to increase, decrease or alter the rate of overtime compensation for any member.

I. The Police Oversight Committee and PBA shall jointly produce an overtime policy consistent with, though not necessarily limited to, the terms set forth herein.

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. In consideration for the above, the PBA agrees to withdraw the arbitrations currently pending as AR-2018-189, currently pending before Arbitrator Tener and AR-2018-188, currently pending before Arbitrator Weinstock.

5. This agreement is subject to ratification by the PBA members and shall be null and void if not ratified. The PBA maintains the right to advance the underlying grievances if this Agreement is not ratified.

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


FOR PBA LOCAL 74



Thomas Blewitt, President

Date: 11/26/2018

FOR THE TOWNSHIP



Nicholas Williams, Mayor

Date: 11/26/18