

AGREEMENT BETWEEN

TOWNSHIP OF LONG BEACH

AND

FRATERNAL ORDER OF POLICE, LODGE NO. 5
SUPERIOR OFFICERS

JANUARY 1, 1993

THROUGH

DECEMBER 31, 1996

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AGREEMENT

THIS AGREEMENT, made on the date set forth and ratified on the signature page between the TOWNSHIP OF LONG BEACH, hereinafter referred to as "Township" or "Employer", and the FRATERNAL ORDER OF POLICE, LODGE NO. 5, SUPERIOR OFFICERS, herein after referred to as "F.O.P., "Employee", or Superior Officer", is made under the following terms and covenants, conditions and considerations herein after set forth.

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognizes the Fraternal Order of Police, Lodge No. 5 as exclusive representative for all Sergeants, Lieutenants, and Captains in the Long Beach Township Police Department, but excluding the Chief of Police, Deputy Chief and Patrolmen.

ARTICLE II

GRIEVANCE PROCEDURE

Section A

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement only, the following procedures shall be followed:

Step 1. An officer with a grievance shall first discuss it with his immediate supervisor, either directly or through the F.O.P.'s designated representative, for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 1, he may file a written grievance with the Chief of Police or, in his absence, a representative designated by him. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police or his designated representative and the aggrieved party. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after the holding of such meeting. The grievance shall be filed within fifteen (15) working days of the aggrieved party's Step 1 complaint.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no written decision

has been rendered within five (5) working days after the presentation of that grievance at Step 2, then the matter may be referred by the F.O.P., by its designated representative, or by the aggrieved individual to the board of Commissioners. The F.O.P. and/or aggrieved Employee shall file Step 3 within twenty (20) working days from the date when the Chief of Police rendered his written decision or when the Chief of Police ;should have rendered his decision. A meeting on the grievance shall be held between the F.O.P. and the Board of Commissioners at which meeting the parties may be represented by F.O.P. officials and/or an attorney. Said meeting shall not be held publicly unless the parties so agree in writing. Said meeting shall occur within fourteen (14) calendar days from the date the grievance was referred to the Board of Commissioners. The Board of Commissioners shall render a final written decision within fifteen (15) working days of the date of the meeting.

Step 4. In the event that the aggrieved person is not satisfied with the decision of the Board of Commissioners, the aggrieved person or the F.O.P., if the F.O.P. on his behalf determines that the grievance is meritorious, has fifteen (15) calendar days in which to request arbitration.

- a. The Arbitration shall be selected in accordance with the rules and regulations of the American Arbitration Association of P.E.R.C.
- b. The Arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the

close of the Arbitration Hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

c. The costs of the services of the Arbitrator shall be borne by the losing party. All other expenses incidental to and arising out of the Arbitration shall be paid by the party incurring same.

d. The decision of the Arbitrator shall be binding on all parties.

e. A grievance affecting a group of employees under Article I may be submitted by the F.O.P. on behalf of said named group at Step 3 of the grievance procedure.

Section B

The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual written agreement between the parties.

Section C

A grievance must be presented at Step 1 within (30) days from the date of occurrence of the facts that give rise to the grievance. It is not presented within the aforesaid time period, it shall be deemed waived by the party and the F.O.P.

Section D

Any Employee may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the F.O.P. and an attorney. When an Employee is not represented by the F.O.P., the F.O.P. shall have

the right to be present and state its views at all stages of the grievance procedure.

Section E

Disciplinary proceedings shall not be subject to grievance procedure herein contained but shall be subject to Civil Service statutes and regulations.

ARTICLE III

MEMBER'S RIGHTS

Section A

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the F.O.P. because of membership or activity in the F.O.P. The F.O.P. and the Township shall not discriminate against any employee because of race, creed, color, age, sex, or national rights.

Section B

1. Collective Rights. The Township hereby agrees that every Police Department Employee of the Township shall have the right freely to organize, join and support the F.O.P. and its affiliates or other Police fraternal organizations and their affiliates for the purpose of engaging in collective negotiations for mutual aid and protection.
2. Just Cause Provision. No member shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional service without just cause.

3. Required Meetings or Hearings. Whenever any member is required to appear before the Township governing body concerning any matter which could adversely affect the continuation of that member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the F.O.P. present to advise him and represent him during such meeting or interview should he so desire.
4. Criticism of Superior Officers. Any questions or criticism prior to filing written charges, by a supervisor, administrator, Township Commissioner, or any person, of an Employee or his methodology shall be made in confidence and not in the presence of other officers, or at public gatherings of the town. All complaints shall be brought promptly to the attention of the Employee so as to allow the Employee the opportunity to respond to the complaint.
5. Record of Accumulated Time. The Township shall maintain a monthly record of all leave time accumulated by each officer represented by the F.O.P. This record shall be made available to the officer at his/her request and shall include a record of accumulated sick time, vacation time, and any other leave time accumulated by the officer.

ARTICLE IV

SALARIES

Section A

Effective January 1, 1994, for all Sergeants, Lieutenants and Captains who were Superior Officers as of January 1, 1994 there shall be a twelve (12%) percent rank differential between the top Patrolman's salary and a Sergeant's salary, and a ten (10%) percent salary differential between a Sergeant's salary and a Lieutenant's salary, and a ten (10%) percent salary differential between an Lieutenant's salary and a Captain's salary. The salaries for these Employees shall be as follows (cents rounded off here):

	1/1/93	1/1/94	1/1/95	1/1/96
Top Ptl.		\$43,853	\$46,046	\$48,398
(The top Patrolman's salary is set forth herein only for purposes of calculating the Superior Officers' salaries.)				
Sergeants	\$46,161.50	49,115	51,572	54,206
Lieutenants	50,778.13	54,027	56,729	59,626
Captains	55,856.00	59,430	62,402	65,589

The above salary guide shall be retroactive to January 1, 1994.

Section B

Any and all Employees who are promoted to Sergeant after January 1, 1994, but prior to January 1, 1995, shall be paid ten (10%) percent more than the salary of the top Patrolman as of the date of each Sergeant's promotion. Additionally, a ten (10%) percent rank differential shall be added for future promotion of these Sergeants to Lieutenants, and an additional ten (10%) rank differential shall be added when these Sergeants (then Lieutenants) are promoted to Captain, on the date of each promotion. There will

be retroactive pay to these Sergeants from the date of promotion, 7.5%. Salary for these Sergeant and future Lieutenants and Captains are as follows (cents rounded off here):

	1/1/94	1/1/95	1/1/96
Sergeants	\$48,238	\$50,651	\$53,238 ⁹⁰
Lieutenants	53,061	55,716	58,562 *
Captains	58,368	61,287	64,417

Section C

For all Employees promoted to Sergeant after January 1, 1995, each Sergeant shall be paid a five (5%) percent rank differential above the top Patrolman during their first year as a Sergeant. An additional five (5%) percent, which shall be equal to a total of ten (10%) percent, shall be added to the top Patrolman's salary at the first anniversary date of the Sergeant's promotion. The ten (10%) percent rank differential shall continue to be paid between the top Sergeants and Lieutenants, and an additional ten (10%) percent rank differential between Lieutenants and Captains. All of the Employees who were promoted to Sergeant after January 1, 1995 shall receive the appropriate retroactive pay.

Section D

Sergeant First Class, Lieutenant First Class and Captain First Class

After the completion of twenty-one (21) years of service (service shall include not only Long Beach, but shall include service with other municipalities), all Sergeants shall be promoted to Sergeant First Class, all Lieutenants shall be promoted from Lieutenant First Class, and all Captains shall be promoted from Captain to Captain First Class. The Sergeant First Class will be

paid an additional salary of \$3,500 in 1994, and \$3,600 in 1995. The additional Lieutenant's pay for a First Class Lieutenant shall be \$3,700 in 1994, and \$3,800 in 1995. The Captain's additional pay for a First Class Captain shall be \$3,900 in 1994, and \$4,000 in 1995. After 1995 the parties understand and agree that the above First Class pay for Sergeants, Lieutenants and Captains shall increase by the percentage of salary increase given to the patrol officers in Long Beach.

ARTICLE V

SHIFT DIFFERENTIAL

A. The Township recognizes the fact that shift work may create a hardship for the Employee and that the Employee should be compensated. Effective January 1, 1993, Employees assigned to the steady 3:00 P.M. to 11:00 P.M. shift shall be entitled to a three (3%) percent shift differential and Employees assigned to the 11:00 P.M. to 7:00 A.M. shift shall be entitled to a five (5%) percent shift differential. Members of the Detective Division shall be entitled to a two (2%) percent shift differential regardless of the actual hours worked. This shift differential shall be paid in the form of a lump sum check to be issued no later than December 15th of each calendar year. The shift work record shall be validated by Chief of Police.

B. This shift differential shall be rolled into base pay after twenty-one (21) years of service and will not be paid in the form of a lump sum check to any Employee with more than twenty-one (21) years of service beginning January 1, 1994.

ARTICLE VI

LONGEVITY

Effective January 1, 1994, each Employee represented by this contract shall be paid in addition to and together with his annual base salary as listed in Article IV hereof, additional compensation based upon the length of his or her services as fixed and determined according to the following schedule:

<u>Years of Service</u>	<u>Payment Added to Base Salary</u>
Upon completion of 3 years	2%
Each year thereafter and additional	1%
Until completion of 9 years	8%
At the commencement of the 15th year of service	9%
At the commencement of the 20th year of service	10%

Longevity pay shall be applied on the basis of the Employee's anniversary date of employment and shall commence at the adjusted rate the pay period following said anniversary date. Longevity shall be paid together with and in addition to the Employee's base salary.

ARTICLE VII

COLLEGE INCENTIVE PROGRAM

The Township agrees that the amount and quality of an Employee's education often determines the value of his contribution to the community and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage the Employees to achieve the advantage of higher education, the Township agrees that each Employee receives academic credits for study in any institution of collegiate level which offers a college curriculum leading to or creditable toward an undergraduate

baccalaureate, associate or graduate degree in law enforcement or other related curriculum shall be paid a college allowance according to the following schedule:

COMPENSATION PER ANNUM - Before January 1, 1994

Associate Degree or 64 credits	\$ 500,00
Baccalaureate Degree	1,000.00

COMPENSATION PER ANNUM - Effective January 1, 1994

Associate Degree or 64 credits	\$ 640.00
Baccalaureate Degree	1,280.00

Employees shall be entitled to additional compensation for college credits obtained at the rate of Ten (\$10.00) Dollars per credit per annum or the amount allowed for an Associate or Baccalaureate Degree, whichever amount is greater; however, not to exceed \$1,280.00 per annum. Such additional compensation will be paid only for credit up to and including the Baccalaureate Degree. Such additional college incentive program compensation shall be added to and become part of the officer's annual salary, commencing the pay period next following production of evidence or proof of completion of said credits or degree.

The Township shall allow the superior officer to attend college off duty and will fund both tuition and book fees, keeping a running account of these expenses. There will be no limit to the number of superior officers attending college at any given time. For as long as there is a balance due in the account of the expenses funded by the Township to the officer, any money which would have otherwise been paid to the officer pursuant to the college incentive program compensation set forth above will instead be retained by the Township to reimburse it for the expenses paid

by the Township for the officer's college credits.

Upon graduation and the awarding of a degree, the superior officer shall waive his College Incentive Program Compensation for that amount of time required to reimburse the Township of Long Beach for the expense of his education. This procedure shall only apply to those officers pursuing a degree in law enforcement or other related curriculum.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Overtime shall be paid to each Employee for any time worked in excess of forty (40) hours in a work week's calendar week, as well as for any hours worked in excess of eight (8) hours after or before any shift. This is to maintain the status quo. The Employee shall be paid time and one half (1.5) for all overtime worked. Paid overtime shall be paid for regular duties as well as for range, court time, classes and meetings, but shall not be paid when the officer is in regularly scheduled training programs outside the limits of Long Beach Township. Such overtime shall be not less than two (2) hours per range session, court time, class, or meeting. Time spent for such training shall be compensated by an equal amount of compensatory time off. An officer will not be required to attend a departmental meeting, range, classes, etc. when meeting is on the same day as regularly scheduled day off.

Overtime shall be paid to each officer by separate check on the payday next following the pay period in which the overtime pay was accrued. At the option of the officer, compensatory time off

in lieu of overtime may be taken. If compensatory time off is taken it shall be at the same rate as overtime (time and one-half) per the Garcia decision and the FLSA Act.

Overtime work shall be offered on equitable and rotating bases, based on seniority at each rank.

If an Employee is called for work for an emergency situation or to cover for another Employee who is absent, and Employee shall receive a guarantee of not less than four (4) hours work, notwithstanding the fact that the actual work performed may be less than provided by this guarantee. This minimum shall not apply to overtime worked at either end of a regularly scheduled shift.

Where the work schedule is required to be changed or amended as the need may arise, the work schedule, that is to say the work schedule for the entire department, shall not be changed nor modified without forty-five (45) days advance notice in writing to all members of the department. The guidelines for the work schedule may be changed immediately in cases of emergency in accordance with New Jersey statutes and the New Jersey Administrative Code.

ARTICLE IX

VACATIONS

A. The Township's vacation plan shall be as set forth below:

During the first year of service, one day for each month of complete services. After one year, fifteen days.

After three years, sixteen days.

After six years, seventeen days.

After nine years, eighteen days.

After twelve years, nineteen days.

After fifteen years, twenty days.

After eighteen years, twenty-two days.

After twenty years, twenty-four days.

B. The annual vacation allowance for all Employees shall be determined as of January 1st of any year. Permanent part-time Employees shall receive vacation credit allowance on a proportionate basis.

C. Employees, at their sole discretion, may carry their earned vacation from the year before into the following year. Such earned vacation may not be carried more than one (1) year.

D. Peak Time Scheduling. It is recognized that the summer months of employment are the peak work time of the Township. During this period of time, vacations shall be scheduled with the approval of the Chief and the Employee's immediate supervisor in such a fashion so that the Department shall have sufficient men available to perform its functions.

E. Police Officer shall be entitled to take one (1) vacation day in July and one (1) vacation day in August provided same is authorized by the Chief of Police pursuant to subsections C through E hereof.

ARTICLE X

PERSONAL LEAVE

Each Employee shall be eligible for four (4) days personal leave, which may be used for personal business, with the permission of their immediate supervisor. Personal leave time shall not be accumulated. An Employee shall notify his supervisor not less than four (4) hours before his scheduled shift. If the shift is not short any member, the leave shall be granted. If an Employee requests personal time with less than four (4) hours advance notice, it may be granted by the Chief, Captain, or Lieutenant if the shift is not short any member. The grant or denial of such short requested leave time shall be in the sole discretion of the Chief, Captain, or Lieutenant to whom the request may be made, however, all best efforts shall be made by the Chief, Captain, or Lieutenant to accommodate such late request. If the Employee makes the request for the personal day leave forty-eight (48) hours before the shift is to begin, then the supervisor shall obtain a replacement in advance the leave will not be denied unless an emergency situation exists. The Chief of Police shall make the determination of what constitutes an "emergency situation". No more than one personal day per shift on a first come first served basis shall be permitted.

ARTICLE XI

SICK LEAVE

A. Effective January 1, 1994, sick leave shall accumulate at the rate of one and one-quarter (1-1/4) days per month in the first year of service, commencing on the first month or major portion thereof from the date of hire. It is assumed the Employee shall remain in the service of the Township for the remainder of the calendar year and the total number of sick days, pro-rated, shall be credited to the Employee. If separation occurs before the end of the year and more sick leave has been taken than appropriate on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year to year with an additional fifteen (15) days credited to the Employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by the Township employment for which the Employee has a claim for Worker's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to the sick leave.

B. Upon retirement, Superior Officers shall be paid the for sixty percent (60%) of all unused sick leave which they have accumulated. Upon retirement, Superior Officers shall be paid the equivalent of five (5) months' pay, if accumulated, at the time of retirement, rounded up to the next \$100. Unused sick leave shall be paid within sixty (60) days of retirement.

C. Alternatively, a retiree may opt to take terminal leave in lieu of the payment in Section B. If so, he/she may take time equal to sixty percent (60%) of unused sick days, but in no event shall exceed five (5) calendar months. Compensation during this time shall be at regular base pay including any holiday pay and longevity.

D. An Employee eligible to retire in a calendar year shall notify the Township in writing through the Chief of Police no later than January 15th of that year, but in no event less than thirty (30) days prior to the planned retirement date or eligibility date of the following:

1. Intent to retire or not.
2. Choice of terminal sick time or payment for unused sick time.

Failure by the Employee to make timely notice to the Township shall limit the retiring Employee to the payment for unused sick time as heretofore provided; and the Township shall have the sole option to defer making this payment until the next calendar year.

E. Work loss due to injury or illness possibly arising out of the course of employment shall not be chargeable to sick leave until and unless the Employee' Workers' Compensation claim is denied.

F. If a member is disabled in the performance of his duty, he shall receive full pay until he returns to duty or until he is retired or placed on a permanent disability status.

G. Maternity Leave. Female officers shall be entitled to utilize the sick leave and/or disability leave provided in Paragraphs A and B of this Article in connection with any illness, injury or disability arising from pregnancy, including the period of disability following the birth of a child. At a minimum, a female officer shall be entitled to utilize the disability leave provided by Paragraph B of this Article for the period ten (10) weeks prior to the due date of the birth of a child, and for six (6) weeks following the birth of the child. Such disability leave shall not be available to an officer for the normal care of an infant; though sick leave as provided in Paragraph A will be available for illness of the infant; though sick leave as provided in Paragraph A will be available for illness of the infant. Sick leave shall also be available to male or female officers for the care of family members, resulting from the pregnancy, including the birth of a child in the same manner as such sick leave would be available to an officer for any other family member.

A female officer shall advise the Chief of Police in writing as soon as she has received confirmation of her pregnancy from a doctor. The female police officer shall be permitted to work so long as such work is permitted by her doctor. The Department shall have the right to request a note confirming the doctor's opinion that the officer is able to continue to perform the work of a police officer. The female police officer's assignment shall be at the discretion of the Chief of Police consistent with her status as a police officer. The notes from a doctor shall be a physician of

the officer's own choosing. However, the Township reserves the right to have the Township physician consult with the officer's physician for the purpose of determining whether the officer shall be approved for duty. The information obtained from such a consultation shall be shared with the Chief of Police and the Township in a manner limited to providing only that information necessary to advise the Township of the officer's availability for duty and the nature of that duty.

ARTICLE XII

HOLIDAYS

A. The following list of days shall constitute the paid holiday schedule for the term of this Agreement:

- | | |
|---------------------------|----------------------|
| 1. New Year's Day | 8. Independence Day |
| 2. Martin Luther King Day | 9. Labor Day |
| 3. Lincoln's Birthday | 10. Columbus Day |
| 4. Washington's Birthday | 11. Veterans Day |
| 5. Good Friday | 12. Election Day |
| 6. Easter Sunday | 13. Thanksgiving Day |
| 7. Memorial Day | 14. Christmas Day |

Holiday pay shall be time and one-half rate.

B. The Township and the Association agree to recognize as holidays such additional days as shall be designated for all employees of the Township of Long Beach as set forth in the appropriate ordinance or resolution adopted by the Township for such purpose.

C. Employees of the Police Department shall receive time off (comp time) in a manner commensurate with other Township employees for regular working days wherein the Township offices closed for other Township employees.

D. Beginning January 1, 1994, Sergeants First Class, Lieutenants First Class, and Captains First Class shall not receive holiday pay after completion of twenty-one (21) years of service (service shall include not only Long Beach, but shall include service with other municipalities).

ARTICLE XIII

BEREAVEMENT LEAVE

A. Bereavement leave of five (5) days per death of an immediate relative of an Employee shall be granted provided the decedent is a spouse, mother, father, grandmother, grandfather, sister, brother, child stepchild, adopted child, granddaughter, grandson, spouse's mother, father sister, brother, child, step child, adopted child, granddaughter, grandson, grandmother, grandfather, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

Bereavement leave of two (2) days per death of a relative of Employees shall be granted for an aunt, uncle, great-grandmother, great-grandfather, brother-in-law, sister-in-law, spouse's aunt, uncle, great-grandmother, grant-grandfather, son-in-law, daughter-in-law.

Bereavement leave of one (1) day per death of a niece or nephew of the Employee or his spouse.

Such bereavement leave is with pay and is not chargeable against vacation, personal or sick leave time. Where a common disaster results in the death of more than one such relative within forty-eight (48) hours, no more than ten (10) days bereavement leave shall be granted.

B. 1. An Employee whose spouse or child dies is to be given an additional fifteen (15) days bereavement leave before he must report back to duty, which time shall not be deducted from his vacation, sick or personal days.

2. In the event of the death of a member of an Employee's family while said Employee is on vacation or holiday leave, said Employee shall be entitled to a funeral leave as it is authorized by this Agreement and such leave shall not prejudice an Employee's vacation rights granted by this Agreement. The Employee in mutual agreement with the Chief of Police in such cases shall be required to reschedule his unused vacation time in the same calendar year.

3. Exceptions to these time limitations may be made by the Chief of Police upon timely notification by the Officer when the deceased is buried in another state and the Officer will be unable to return for duty and adhere to the time limitations stated above.

ARTICLE XIV

ESTATE BENEFIT

A. The Township agrees to be responsible for the cost of all burial expenses for an Officer who is killed in the line of duty to a maximum of Ten Thousand (\$10,000.00) Dollars.

B. In the event of the death of an Employee whether on or off duty, his survivors will be paid for the Employee's vacation days, holidays, personal days, compensation time, salary and severance pay, etc. There will be no pro-rating. All the above should be paid to the Employee's survivor(s) within thirty (30) days, but in no event later than sixty (60) days from the date of death of said Employee.

ARTICLE XV

UNIFORMS

The present uniforms supply policy of the Township shall be as follows:

A. Uniformed officers shall be provided their uniforms and equipment required, which uniform and equipment shall be replaced as required and as approved by the Chief.

B. Plain clothes officers shall have an annual allowance of Eight Hundred (\$800.00) Dollars which funds shall be used to provide clothing necessary for the performance of their duties.

C. Uniforms shall be cleaned at the expense of the Township by delivery to dry cleaning establishments designated by the Department.

ARTICLE XVI

MEDICAL EXAMINATION AND BENEFITS

A. Each Employee shall be entitled to a medical examination by the medical officer employed by the Employer once a year, such examination to include x-rays and blood tests. A copy of the medical report from the physician shall be delivered to each member.

B. The Township recognizes that police officers, as a result of the nature of their duties, are subject to physical and emotional demands which frequently cause medical problems. Accordingly, heart attacks, strokes, coronary problems, and nervous

disorders are considered job related injuries for the purposes of Workers' Compensation claims and other medical benefits.

It is further understood that if an officer is injured on his way to work or on returning from work, such injury will be considered job related for the purposes of Workers' Compensation or other medical benefits.

C. 1. The Township agrees to provide the Traveler's Insurance Program which includes a dental plan, eyeglass plan, \$1.00 prescription plan, and Blue Cross/Blue Shield coverage to all Employees, his or her spouse, and eligible children.

2. All of the medical coverage set forth in 1 above shall continue to be provided, at no cost to the Employee, his or her spouse and dependent children, by the Township upon the Employee's retirement after twenty-five (25) years of credited service with the Police and Fire Retirement System. Furthermore, an Employee who is part of the Early Retirement Incentive Plan, shall receive the above coverage if he or she has a total of twenty-five (25) years with the Early Retirement Incentive included. Such Employee will also receive any and all retirement benefits under the PFRS.

D. The Employer shall continue to provide and pay for any and all medical benefits to the spouse and the dependent children of an officer who is killed while still employed.

E. The Township's current coverage provides for certain medical benefits upon retirement. The F.O.P. and the Township agree that the Township has a right to contract with other hospital and medical insurance carriers in order to provide coverage which

is equal to or greater than the benefits currently available under the policies provided. The parties further agree that the Township will give notice to the F.O.P. of at least sixty (60) days of the Township's intent to change insurance carriers. Should a dispute arise as to whether or not the change of policy proposed will be of equal to or greater than benefit, the matter will be submitted to binding arbitration in accordance with the arbitration procedures established under the Grievance Article of this Agreement. The decision of the arbitration shall be in writing and shall be final and binding on all parties.

ARTICLE XVII

LEGAL AID

The Employer will provide legal aid to all personnel covered by this Agreement pursuant to the provisions of existing statutes while acting in his capacity as a member of the Department. Legal aid shall not be provided when the member is defending a disciplinary action taken by the Employer and the finding is adverse to the member.

The Township shall not allow anyone with the exception of the Township Manager, Township Attorney (while on official business), Chief of Police, or his designee, or Personnel Officer to read, review, have a copy of or in any way peruse any Employee's personnel file which is kept by Division of Police of the Township.

Unsubstantiated or unfounded complaints, or any information in regard thereto, shall not become a permanent part of an officer's official personnel file.

ARTICLE XVIII

DISCIPLINE

A. The Township shall not discipline any member of the police staff without just cause. No disciplinary action requiring a public hearing shall be required before the Township Commission, except as outlined in N.J.S.A. 40A:14-1118, N.J.S.A. 40A:-14-147 et seq., 11A:1-1 et seq. and other applicable law, it being recognized by the parties that established law pertaining to police disciplinary action may supersede and modify this Article.

B. All disciplinary action taken by the Employer will take one or more of the following formats:

1. Informal, private, or oral reprimand by the Chief of Police or his designee;
2. A written memorandum of censure by the Chief of Police or his designee, with copies to the Municipal Clerk and the appropriate Commissioner;
3. A confidential letter of admonition from the Township Commission with copies to the Chief of Police and to the Employee's personnel file;
4. Suspension from duty without pay, not to exceed five working days, by action of the Chief of Police;
5. Suspension from duty without pay taken by action of the Township Commission;
6. Demotion by action of the Township Commission;
7. Dismissal from service by action of the Township Commission.

C. Nothing shall require the Township to take disciplinary action in the order of appearance in this Article, so long as the action taken is related to the severity of the offense determined to have occurred.

D. All documents in any way connected with an Employee's disciplinary history shall be placed in said Employee's personal history file at Police Headquarters and may be viewed by the officer during normal working hours.

ARTICLE XIX

MANAGEMENT RIGHTS

The F.O.P. recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, powers and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject to such limitations as are specifically provided in this Agreement only. The use of the work schedule shall not be construed as a waiver of the Employer to decide on the "shift" of all superior officers. It is agreed that decisions on shifts are solely reserved to the Employer. This Agreement is subject to existing rules and regulations. The Chief may not, under power granted to him by virtue of his office, modify the terms of this Agreement. Any member of the Department against whom a disciplinary proceeding is to be brought shall be notified in writing of the charges to be levied.

ARTICLE XX

SAVING CLAUSE

In the event that any Federal or State legislation or government regulation, including Internal Revenue Service, or Court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall comply and renegotiate concerning any such invalidated provisions.

ARTICLE XXI

RETENTION OF BENEFITS AND F.O.P. BUSINESS DAYS

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

It is specifically understood that the exclusive representative herein waives none of its statutory rights, especially those contained in N.J.S.A. 34:13A-5.1 et seq. The Employer agrees to grant, pursuant to N.J.S.A. 11:26C-4 (now 11A:6-10) and N.J.S.A. 40A:14-177, the necessary time off with pay to the President and one other delegate to attend any State or National Convention of the N.J.F.O.P. and one (1) day per month with the prior approval of the Chief of Police to conduct F.O.P. business. The Township agrees to grant the F.O.P. delegate one (1) day off per month in order to conduct F.O.P. business. Furthermore, the Township agrees to grant the necessary time off without loss of pay

for the period of time of said Convention so that two (2) members a day of the F.O.P. may attend any meeting or convention having to do with the Fraternal Order of Police.

ARTICLE XXII

ADDITIONAL BENEFITS

The Employer further agrees that in the event the Employees not covered by this Agreement, which non-covered Employees include the Chief, the Deputy Chief ad/or the Patrolmen represented by the P.B.A. negotiate any additional benefits for members of the Police Department over and above the benefits pertaining to the Employees herein stated, those additional benefits shall be added to and automatically become part of this contract and shall be to the benefit of the Employees who are party to this contract.

ARTICLE XXIII

AGENCY SHOP PROVISION

An Agency Shop provision, pursuant to the New Jersey statutes, requiring eighty-five (85) percent dues assessment shall be made part of this Agreement. The F.O.P. shall hold harmless the municipality from any and all claims arising out of this Article.

ARTICLE XXIV

DURATION

This Agreement shall become effective on January 1, 1993 and terminate on December 31, 1996. If either party desires to change this Agreement, it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

The parties agree that this contract is for the years 1993 through 1996 and all terms and conditions recited herein are retroactive to January 1, 1993, except as provided herein.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seal.

ATTEST:

TOWNSHIP OF LONG BEACH

Bonnie M. Leonetti,
Deputy Clerk

By: _____
James J. Mancini, Mayor

DATE: _____

ATTEST:

FRATERNAL ORDER OF POLICE
LODGE NO. 5

By: _____
Robert Snyder, President

DATE: _____

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seal.

ATTEST:

Bonnie M. Leonetti
Bonnie M. Leonetti,
Deputy Clerk

TOWNSHIP OF LONG BEACH

By: James J. Mancini
James J. Mancini, Mayor

DATE: August 8, 1995

ATTEST:

Charles H. Jacobs

FRATERNAL ORDER OF POLICE
LODGE NO. 5

By: Robert E. Snyder
Robert Snyder, President

DATE: 7/28/95

MODIFICATION OF CONTRACT

ON THIS 11th DAY OF July 1996 ALL CONCERNED AND RESPONSIBLE
PARTIES SIGNING HEREUNDER AGREE THAT EXTENDED HEALTH BENEFITS FOR VISION
AND PRESCRIPTION COVERAGE WILL BE CHANGED TO BENECARD SERVICES, INC.
AS OF JULY 1, 1996.

TOWNSHIP OF LONG BEACH

Bonnie D. Leonetti
WITNESS

[Signature]
MAYOR

FRATERNAL ORDER OF POLICE

Sharon J. Bongiovanni
WITNESS

[Signature]
ANTHONY BELLY, REPRESENTATIVE

MODIFICATION OF CONTRACT

ON THIS DAY 27 DAY OF MAY 1996 ALL CONCERNED AND RESPONSIBLE PARTIES SIGNING HEREUNDER AGREE THAT EXTENDED HEALTH BENEFITS FOR DENTAL COVERAGE WILL BE CHANGED TO BLUECROSS AND BLUESHIELD OF NEW JERSEY, INC. ADMINISTERED BY DIRECT DENTAL NETWORK AS OF JULY 1, 1996.

Bonnie M. Leocetti
WITNESS

TOWNSHIP OF LONG BEACH

[Signature]
MAYOR

FRATERNAL ORDER OF POLICE

Shawn L. Bongiovanni
WITNESS

[Signature]
ANTHONY DEELY, REPRESENTATIVE