

Cont # 1820

T

A G R E E M E N T

between the

TOWNSHIP OF BRICK  
OCEAN COUNTY, NEW JERSEY

and

BRICK TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 230

January 1, 1992 through December 31, 1994

Prepared by:

MARK J. BLUNDA, ESQ.  
1 Riverfront Plaza  
Newark, New Jersey 07102  
(201) 643-7000

T A B L E   O F   C O N T E N T S

ARTICLE	SUBJECT	PAGE
AGREEMENT		1
ARTICLE I	RECOGNITION AND SCOPE OF AGREEMENT	1
ARTICLE II	COLLECTIVE BARGAINING AGREEMENT	2
ARTICLE III	CONDUCTING UNION BUSINESS ON	
	EMPLOYER'S TIME	3
ARTICLE IV	PATROLMEN'S RIGHTS	4
ARTICLE V	SICK LEAVE	5
ARTICLE VI	HOURS AND WORK LOAD	7
ARTICLE VII	OVERTIME	10
ARTICLE VIII	VACATIONS	12
ARTICLE IX	DEATH IN FAMILY	12
ARTICLE X	HOLIDAYS	13
ARTICLE XI	HOSPITAL-MEDICAL INSURANCE	14
ARTICLE XII	CLOTHING ALLOWANCE	16
ARTICLE XIII	FALSE ARREST AND LIABILITY	17
ARTICLE XIV	BULLETIN BOARD	17
ARTICLE XV	PROHIBITION AGAINST STRIKES	18
ARTICLE XVI	LONGEVITY	18
ARTICLE XVII	EDUCATION	19
ARTICLE XVIII	GRIEVANCE PROCEDURE	20
ARTICLE XIX	SALARY	22
ARTICLE XX	VACANCIES	24
ARTICLE XXI	SAVINGS CLAUSE	24
ARTICLE XXII	AVAILABILITY	25
ARTICLE XXIII	MANAGEMENT RIGHTS	25
ARTICLE XXIV	PERFORMANCE EVALUATION	26
ARTICLE XXV	DISCIPLINARY ACTIONS	26
ARTICLE XXVI	COMPENSATORY DAYS	27
ARTICLE XXVII	PERSONNEL FILE	28
ARTICLE XXVIII	HIGHER RANK PAY	28
ARTICLE XXIX	DISABILITY INSURANCE	29
ARTICLE XXX	REPLACEMENT AND SEPARATION	29
ARTICLE XXXI	PENSION CREDIT	30
ARTICLE XXXII	DURATION	30

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 1992, and effective as of January 1, 1992, at the Township of Brick, County of Ocean, State of New Jersey

BETWEEN: THE TOWNSHIP OF BRICK, a municipality in the State of New Jersey and hereinafter called the "Employer",

AND: BRICK TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 230, hereinafter called the "PBA".

WITNESSETH:

It is the intention of the parties to promise, provide and establish harmonious and economic relations between the Employer and its employees and to establish a basic agreement and understanding relative to rates of pay, hours of work, and other conditions of employment relating to terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

Article I.

RECOGNITION AND SCOPE OF AGREEMENT

1. The Employer hereby recognizes the PBA as the full and exclusive representative of all employees of the bargaining unit as defined in Article I, Section 2, herein for the purposes of collective bargaining and all activities and terms relating thereto.



2. The bargaining unit shall consist of all the regular full time police officers of the rank of patrolman of the Police Department of the Township of Brick, now employed or hereinafter employed.

3. This Agreement shall cover all wages, hours and conditions of employment herein set forth relating to said bargaining unit.

4. This Agreement shall be binding upon the parties hereto and the employees being willing to be employed by the Employer and the Employer being willing to employ the employees on the terms, covenants and conditions hereinafter set forth.

5. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedure and practices in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any patrolman's benefit existing prior to its effective date.

## Article II.

### COLLECTIVE BARGAINING PROCEDURE

1. Collective bargaining with respect to rates of pay, hours of work and all other conditions of employment as set forth and made a part of this Agreement shall be conducted by the duly authorized bargaining agent of each of the parties.

2. Collective bargaining meetings shall be held at mutually convenient times and places at the request of either party to this Agreement.

3. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in an effort to reach agreement on all matters concerning terms and conditions of employment.

4. Negotiations shall commence no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this contract. Any agreement so negotiated shall apply to all patrolmen, be reduced in writing, be signed by the Township and the PBA and be adopted by both parties.

5. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### Article III.

#### CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

1. The Employer shall permit members of the Union Grievance Committee to conduct the business of the Committee, which consists of conferring with the employees and management on specific grievances in accordance with the Grievance Procedure set forth herein during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require



the recall of off-duty policemen to bring the Department to its proper effectiveness.

2. The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, whenever practicable, the negotiation sessions will be set during the off-duty hours.

3. The Employer agrees to grant the necessary time off without loss of pay to three (3) members of the Local for the period of two (2) days to attend the state or National Convention of the New Jersey Policemen's Benevolent Association.

#### Article IV.

##### PATROLMEN'S RIGHTS

1. There shall be no discrimination, interference or coercion by the Employer or any of its agents, against the employee represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, color, creed, national origin or political affiliation.

2. Nothing contained herein shall be construed to deny or restrict to any patrolman such rights as he or she may have under New Jersey Laws or any other applicable Laws and Regulations. The rights granted to patrolmen hereunder shall be deemed to be

in addition to those provided by statute and/or regulation or regulations promulgated by the State.

3. No Patrolmen shall be removed, suspended or reduced in rank from or in office of employment therein, except in accordance with N.J.S.A. 40A:14-147.

4. Whenever any patrolman is required to appear in any disciplinary proceeding concerning any matter which could adversely affect the continuation of that patrolman in his duties to the Township, position, or employment, or the salary, or any increments pertaining thereto, he or she shall be given prior written notice of the reason for such proceeding and shall be entitled to have representatives of the PBA present to advise him and represent him during such proceeding. Any suspensions of any patrolman pending charges shall be in accordance with Title 40A:14-149.1.

#### Article V.

#### SICK LEAVE

1. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay totaling fifteen (15) working days of every calendar year and the amount of such sick leave not taken shall accumulate from year to year. The Employer reserves the right to extend sick leave.

2. (a) A police officer who is injured, ill or disabled from any cause shall be granted an injury leave with pay, for a



period not exceeding one (1) year, provided that the examining physician, appointed by the Township certifies to such injury, illness or disability, pursuant to N.J.S.A. 40A:14-137.

(b) Said injury leave is separate and distinct from the annual and accumulated sick leave provided in Section 1 of the Article, which sick leave is to be used for common colds, influenza and similar minor illnesses.

(c) Injury leave shall not be applicable to disabilities of fewer than five (5) consecutive days duration. In those circumstances where the seriousness of the illness, injury or disability is not immediately ascertainable, the officer shall first be placed on sick leave pursuant to Section 1 of this Article until the passage of the fifth (5th) day. Upon expiration of five (5) consecutive days of disability, the officer shall be placed on injury leave pursuant to Section 2(a), retroactive to the first day of disability and shall be credited with all time charged against sick leave.

3. An officer who avails himself of the provisions of this Article shall, after having returned to work for a period of not less than ninety (90) days, have restored the aforementioned one (1) year cited in Section 2(a).

4. An officer may be returned to light duty in his or her previous assigned shift, provided that the Township physician certifies that he or she is physically able to resume the responsibilities of his or her prior assignment on a light duty basis. The Township may transfer an officer off of his shift temporarily



if more than one person on that shift is on light duty. Said officer shall be returned to his shift when only one person on that shift is assigned to light duty.

## Article VI.

### HOURS AND WORK LOAD

#### Hours

1. (a) The workday shall consist of eight (8) consecutive working hours constituting the members shift. Furthermore, all members shall be off duty for sixteen (16) hours before and sixteen (16) hours after their working shift.

(b) The workday for Sergeants and Patrolmen assigned to the Patrol Division shall consist of a consecutive shift of eight (8) hours and fifteen (15) minutes. Furthermore, all Sergeants and Patrolmen assigned to the Patrol Division shall be off duty for fifteen (15) hours and forty-five (45) minutes before and fifteen (15) hours and forty-five (45) minutes after their working shifts.

2. (a) The workweek for non-patrol divisions shall in all cases consist of forty (40) working hours in one (1) seven (7) consecutive day period. Members shall work five (5) consecutive days worked preceded and followed by two (2) consecutive days off.

(b) The workweek for Sergeants and Patrolmen assigned to the Patrol Division shall in all cases consist of thirty-three (33) working hours in one six (6) consecutive day period.

Members assigned to the Patrol Division shall work four (4) consecutive days worked preceded and followed by two (2) consecutive days off.

3. Both the eight (8) hour tour of duty and the eight hour and fifteen minute (8:15) tour of duty shall be computed by including the meal period presently allocated to patrolmen.

4. (a) All schooling, training and additional work assignments required by the Department for non-patrol employees shall be within the eight (8) scheduled hours under Section 1(a).

(b) All additional work assignments required by the Department for the Patrol Division, excluding schooling and training, shall be within the eight (8) hours and fifteen (15) minutes under Section 1(b).

5. (a) Any member of a non-patrol division required to report for work, schooling or training assignments less than the hour specifications of Section 1(a) above shall receive overtime pay, at the rate of time and one-half (1-1/2), for all hours so assigned.

(b) Any member of the Patrol Division required to report for work assignments, other than schooling or training, less than the hour specifications of Section 1(b) above shall receive overtime pay, at the rate of time and one-half (1-1/2), for all hours so assigned.

6. Sections 4 and 5 of this Article shall not apply to military leave.



7. Sergeants and Patrolmen assigned to the Patrol Division may be required to attend schooling and training less than the fifteen (15) hours and forty-five (45) minutes before or after a tour of duty, without the obligation of overtime payment, provided the following two conditions are satisfied: (1) the member receives at least two (2) weeks prior written notice of the training or schooling assignments; and (2) the member is relieved of his normal tour of duty, either immediately preceding or immediately following the scheduled training or schooling assignment, which is closest to the training/schooling assignment.

8. The Township may send a Sergeant or a Patrolman assigned to the Patrol Division to a five (5) day cycle schooling or training session without the payment of overtime provided the assigned member is given a day off immediately before and immediately after the five (5) day cycle schooling/training assignment.

9. Patrol officers assigned to the Special Emergency Response Team (S.E.R.T.) may be scheduled for S.E.R.T. training on a regularly scheduled day off, without the obligation for overtime pursuant to Paragraph 2, provided that the officer is given another day off immediately before or after a regularly scheduled day off and at a time which is mutually agreeable to both the Department and the individual officer.

Article VII.

OVERTIME

1. (a) The Employer agrees that compensation for overtime consisting of time and one-half (1-1/2) shall be paid to all non-patrol division employees covered by this Agreement for all hours worked in excess of the regular workweek consisting of forty (40) hours of any time worked in excess of eight (8) consecutive hours of the members work shift.

(b) The Employer agrees that compensation for overtime consisting of time and one-half (1-1/2) shall be paid to all Sergeants and Patrolmen assigned to the Patrol Division for hours worked in excess of their regular workweek as defined in Article VI or any time worked in excess of the consecutive eight (8) hours and fifteen (15) minutes constituting the officer's work shift.

2. Employees shall not be paid overtime for hours in excess of their regular workweek unless said overtime was authorized by the Director of Public Safety/Chief of Police or his duly-appointed agent.

3. In the event an employee is called onto duty for emergency assignment such as Identification, Detective Bureau, Special Emergency Response Team (S.E.R.T.), Traffic Safety, etc., he shall be paid overtime at the rate of time and one-half (1-1/2) for all time worked during such period. In no such case shall he be paid less than four (4) hours irrespective of time



worked. This on-call provision shall not apply to Court appearances, which are covered by Sections 6 and 7 of this Article.

4. If an employee is involved in dealing with a public disturbance outside the boundaries of the Township of Brick as directed by the Director of Public Safety/Chief of Police, he shall receive riot duty pay at the rate of time and one-half (1 1/2).

5. No overtime shall be paid to lieutenants and captains except in the event said employee is called onto duty for Municipal Court appearance, or appearance in any Court in the State of New Jersey, or by the Director of Public Safety/Chief of Police.

6. Effective January 1, 1983, officer placed on standby on-call subpoena for County or Superior Court shall receive a minimum of two (2) hours pay at time and one-half (1 1/2), regardless of the amount actually spent on-call.

7. In the event an employee is called onto duty or placed on call, other than his normal work assignment for appearance in Municipal Court or appearance in any Court in the State of New Jersey, he shall receive a minimum of three (3) hours pay at time and one-half (1 1/2) for each such occurrence. This Section shall only apply when an officer has not been previously issued a subpoena, in which case, Section 6 shall apply.

## Article VIII

### VACATIONS

Each member of the Union shall have twelve (12) days vacation for the first year of service and one (1) additional day for each year up to a maximum of twenty-five (25) days. The eligibility requirements for the vacation period shall be computed from the calendar year in which said employee is hired. Every member shall be entitled to carry over up to one (1) year of accrued vacation leave from one year to the next.

## Article IX

### DEATH IN THE FAMILY

1. Each employee shall be granted three (3) days leave with pay upon the death of a member of his immediate family. The three (3) days shall be consecutive workdays, one (1) day of which shall be the day of death or the day of the funeral. Additional time may be granted by the Director of Public Safety/Chief of Police at his discretion with no loss of pay. Said days shall not be charged against sick leave or vacation time.



2. Immediate family shall include spouse, children, parent, brothers, sisters and grandparents, and spouse's parent, brothers, sisters and grandparents.

#### Article X

#### HOLIDAYS

1. For the purposes of this Article, the following shall be recognized as holidays each calendar year:

New Year's Day	Washington's Birthday
Good Friday	Lincoln's Birthday
Easter Sunday	Independence Day
Memorial Day	Labor Day
Election Day	Thanksgiving Day
Veteran's Day	Christmas Eve
Columbus Day	Christmas Day
	Martin Luther King Day

Holidays shall be celebrated and accorded holiday pay on the calendar dates listed in Appendix "A" of this Agreement.

2. Each member shall receive holiday pay for all holidays enumerated above regardless if the member is scheduled to work them or not.

In addition, in the event a member is scheduled to work said holiday, he shall receive a rate of pay at time and one-half (1 1/2) for hours worked.

In the event any member shall be called out to work on a holiday, who was otherwise scheduled off, then said callout shall be at the rate of two (2) times his regular rate of pay.

Holiday pay shall be paid to each officer during the first week of December of each year

3. Commencing with the 1st day of the 23rd year of credible service, the payments shall be made in the regular bi-weekly paycheck, subject to normal deductions and withholdings for Federal and State taxes, pension contributions, social security, unemployment compensation and the like.

#### Article XI

#### HOSPITAL - MEDICAL INSURANCE

1. The Employer shall provide, at no cost to the employee, health insurance coverage, at least equivalent to that provided for other Township employees, as described in general terms herein.

2. Existing health insurance, commonly known as New Jersey Blue Cross and Blue Shield with Rider "J" provisions and Major Medical, or equivalent coverage.

Effective January 1, 1983, a zero (0) deductible Major Medical insurance reimbursement program shall be implemented for members of the Department. It is understood that to qualify for the above deduction, an individual must satisfy the Blue Cross and Blue Shield Major Medical deduction first, and then apply to the Township for reimbursement.

3. Employer will also provide what is commonly known as the New Jersey Dental Service Plan (Blue Tooth) which is to be paid by the Employer.

4. The Employer shall provide, at no cost to the employee, prescription drug coverage with a co-pay of \$5.00 for non-generic drugs and \$2.00 for generic drugs.

5. In the event the Township secures Blue Shield U.C.R. or equal medical coverage, said coverage shall be extended to the members of this unit and in exchange therefor, the zero (0) deductible provided under Section 2 shall be eliminated.

6. Upon notice to the PBA, the Township may change insurance carriers, or self-insure, for substantially equivalent coverage.



7. Effective January 1, 1990, the Employer shall reimburse each employee up to \$200.00 per year for vision care expenses incurred by the employee and his/her family, upon submission to the Employer of receipts for such expenditures.

## Article XII

### CLOTHING ALLOWANCE

1. Commencing 1992, the annual clothing allowance in the amount of one thousand (\$1,000.00) dollars shall be paid by the Employer in two (2) equal payments of five hundred (\$500.00) dollars. The first payment shall be made not later than the first day of February and the second payment shall be made not later than the first day of July.

2. Commencing 1993, the annual clothing allowance shall be increased to one thousand fifty (\$1,050.00) dollars payable in two (2) equal payments of five hundred twenty-five (\$525.00) dollars. The first payment shall be made no later than the first day of February and the second payment shall be made no later than the first day of July.

3. Commencing 1994, the annual clothing allowance shall be increased to one thousand one hundred (\$1,100.00) dollars payable in two (2) equal payments of five hundred fifty (\$550.00) dollars. The first payment shall be made no later than the first day of February and the second payment shall be made no later than the first day of July.

4. Commencing with the 1st day of the the 23rd year of credible service, the payments shall be made in the regular bi-weekly paycheck, subject to normal deductions and withholdings for Federal and State Taxes, Pension Contributions, Social Security, unemployment insurance and the like.

#### Article XIII

##### FALSE ARREST AND LIABILITY INSURANCE

The Employer will maintain false arrest and liability insurance to cover employees in the performance of their duties and life insurance in an amount three (3) times the employee's salary, with an additional five thousand (\$5,000.00) dollars coverage for death during tour of duty. Said false arrest insurance will contain punitive damage coverage for the employee.

#### Article XIV

##### BULLETIN BOARD

The Employer will provide a bulletin board in a conspicuous location in Police Headquarters for the use of the Union in posting notice concerning Union business and activities. All such notices shall be posted upon the authority of official designated Union representatives.

Article XV

PROHIBITION AGAINST STRIKES

There shall be no strikes or concerted activity in violation of the Municipal Code and Ordinances set forth by present Brick Township Authorities.

Article XVI

LONGEVITY

1. Effective January 1, 1989, annual longevity shall be paid according to the following schedule:

<u>Years of Service</u>	<u>Longevity</u>
5 years	2.5%
8 years	3.0%
10 years	4.0%
12 years	5.0%
15 years	6.0%
17 years	10.5%

2. Each officer of the Police Department shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.



3. Effective January 1, 1991, annual longevity shall be increased and paid according to the following schedule:

<u>Years of Service</u>	<u>Longevity</u>
5 years	3.5%
8 years	4.0%
10 years	5.0%
12 years	6.0%
15 years	7.0%
17 years	11.5%

#### Article XVII

#### EDUCATION

1. The Employer agrees to compensate the employees at the rate of twenty-five (\$25.00) dollars per credit for all courses leading to an Associate Degree, Bachelor Degree, or Masters degree.

2. Each employee attaining an Associate Degree shall receive an annual stipend of four hundred (\$400.00) dollars for that year and each year thereafter. Said annual stipend shall not be considered part of the employee's base salary and shall be paid on or before December 15th of each year.

Each officer attaining a Bachelor Degree shall receive an annual stipend of six hundred fifty (\$650.00) for that year, and each year thereafter. Said annual stipend shall not be

considered part of the employee's base salary, and shall be paid on or before December 15th of each year.

Each officer attaining a Masters Degree shall receive an annual stipend of nine hundred (\$900.00) dollars for that year, and each year thereafter. Said stipend shall not be considered part of the employee's base salary and shall be paid on or before December 15th of each year.

3. (a) Any officer holding an AA, BA or MA degree as of December 15, 1983 shall be entitled to the appropriate stipends set forth in Section 2 above.

(b) Effective as of December 16, 1983, a degree qualifying for stipend payment under Section 2 shall be a degree where the emphasis or concentration of study leading to the degree is police related.

4. Application for initial degree stipend shall be made to the Business Administrator. Any disputes as to the qualification of a particular degree for stipend payment may be submitted to the Grievance Procedure set forth in Article XVIII.

#### Article XVIII

#### GRIEVANCE PROCEDURE

1. A grievance is any complaint arising with respect to wages, hours of work, or other conditions of employment. In order to provide for the expedition and mutually satisfactory settlement of grievances, the procedure hereinafter set forth shall be as follows:

2. When an employee of the PBA wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

STEP 1. Either party shall grieve within thirty (30) days of the incident complained of. The President of the PBA or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Director of Public Safety/Chief of Police or his designated representatives. The Director shall answer the grievance orally within seventy-two (72) hours.

STEP 2. If the grievance is not resolved at Step 1, or if no answer has been received by the PBA within the time set forth in Step 1, the PBA shall present the grievance in writing in duplicate and furnish one copy to the Director of Public Safety/Chief of Police and the other to the Business Administrator. This presentation shall set forth the position of the PBA and at the request of either party, discussion may ensue. The Director of Public Safety/Chief of Police shall answer the grievance in writing within seventy-two (72) hours after receipt of the grievance setting forth the position of the Employer.

STEP 3. If the grievance is not resolved in Step 2, or no answer has been received by the PBA within the time set forth in Step 2, the grievance may be presented in writing to the Mayor/Township Administrator. The final decision of the Mayor/Township Administrator shall be given to the PBA in writing within fourteen (14) days after receipt of the grievance.



STEP 4. If the aggrieved person is not satisfied with the disposition of his grievance at Level or Step 3, he may within (5) days after a decision has been rendered, request in writing that the PBA Committee submit his grievance to arbitration. If the Executive Committee determines that the grievance is meritorious, it may submit the grievance to arbitration.

The request for arbitration shall be through Public Employment Relations Commission pursuant to N.J.A.C. 19:12-5.1 and said costs of said arbitration shall be paid by the losing party. Any other costs incurred shall be paid by the party incurring same.

The decision of the Arbitrator shall be final and binding. The Arbitrator will have no authority to add to, subtract from, or otherwise change the contract agreed between the parties. He shall be without power to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the Arbitrator shall be in writing with reasons therefor except by mutual consent of the parties.

3. Nothing herein is intended to deny the employee the right of appeal as expressly granted by New Jersey Statutes.

#### Article XIX

##### SALARY

1. Effective January 1, 1992, the annual basic salary for each of the classifications shown shall be as follows:

CLASSIFICATIONS

Patrolman (0-12 months)	\$25,482
Patrolman (commencing first day of second year)	\$29,841
Patrolman (commencing first day of third year)	\$36,949
Patrolman (commencing first day of fourth year)	\$39,940
Patrolman (commencing first day of fifth year)	\$44,736

2. Effective January 1, 1993, the annual basic salary for each of the classifications shown shall be as follows:

CLASSIFICATIONS

Patrolman (0-12 months)	\$27,011
Patrolman (commencing first day of second year)	\$31,632
Patrolman (commencing first day of third year)	\$39,166
Patrolman (commencing first day of fourth year)	\$42,336
Patrolman (commencing first day of fifth year)	\$47,420

3. Effective January 1, 1994, the annual basic salary for each of the classifications shown for a period designated as follows:

CLASSIFICATIONS

Patrolman (0-12 months)	\$28,632
Patrolman (commencing first day of second year)	\$33,529
Patrolman (commencing first day of third year)	\$41,517
Patrolman (commencing first day of fourth year)	\$44,876
Patrolman (commencing first day of fifth year)	\$50,266
Patrolman (hired prior to 1/1/92, after 20 years of Service in Department)	\$54,498

3(a). The sixth (6th) step for patrolman shall be computed by adding 50% of the difference between 5th step patrolman base salary and the sergeant's base salary of the same year.

4. The "4 & 2" work schedule for the Patrol Division will not modify the hourly rate of pay, which shall be computed as it has in the past.

#### Article XX

##### VACANCIES

Any promotions made by the Employer shall be in accordance with Civil Service Rules and Regulations.

#### Article XXI

##### SAVINGS CLAUSE

1. It is understood and agreed that if any provision of the Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provisions to other persons or other circumstances shall not be affected thereby.

2. If any such provisions are so invalid, the Employer and the Union will meet for the purpose of negotiating the changes made necessary by the applicable law.

3. An exception to this Savings Clause is the "4 & 2" schedule for the Patrol Division. It is the expressed intention of the parties that the "4 & 2" schedule and the hours and overtime provisions related thereto shall remain in full force



and effect for the duration of this Collective Bargaining Agreement. In the event the "4 & 2" schedule is cancelled, modified or rendered null and void, other than through the mutual written agreement of the parties, contract Articles VI 1(b), 2(b), 4(b), 5(b), 7, 8, 9 and VII 1(a) also shall be rendered null and void and the Patrol Division employees shall be governed by the hours and overtime provision applicable to other employees in this bargaining unit.

#### Article XXII

##### AVAILABILITY

1. The employees of the bargaining unit shall notify the Director of Public Safety/Chief of Police and provide him with the listing of extra employment by the employees of the Police Force while not on their regular working hours and tour of duty, and shall submit to the Director of Public Safety/Chief of Police a list which will include the location of said individual and the telephone number where the individual can be reached and the hours worked on other employment.

2. Outside employment shall be subject to Police Department Policy 4.5.

#### Article XXIII

##### MANAGEMENT RIGHTS

1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the

signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of the policies, rules, regulations and practices and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey, and of the United States and ordinances of Brick Township.

3. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S.40 and R.S.11 or any other national, state, county or local laws or ordinances.

#### Article XXIV

##### PERFORMANCE EVALUATION

The PBA agrees to develop with management a mutually agreeable evaluation system which may be used for all future salary increase plans.

#### Article XXV

##### DISCIPLINARY ACTIONS

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

- (a) oral warning
- (b) written reprimand
- (c) docking
- (d) increment withholding
- (e) suspension
- (f) dismissal

2. It shall be understood that any actions taken by the Employer shall be subject to the Grievance Procedure herein set forth at Article XVIII and any such action shall bear a direct relationship to the nature of the incident cited.

3. Nothing shall require the Employer from taking disciplinary action in the format aforesaid in the order they appear in this Article so long as the action taken is related to the severity of the offense determined to have occurred.

4. The PBA President in strictest confidentiality shall be given access to any incident reports, investigatory reports or other reports prepared by the Department and with respect to the alleged incident.

#### Article XXVI

#### COMPENSATORY DAYS

1. A schedule of employment for the year will be issued by the Director of Public Safety/Chief of Police within ten (10) days of the execution hereof. Within thirty (30) days



thereafter, each employee shall notify the Director concerning his preference for scheduling of compensatory days. Within the needs of the Department, and subject to the availability of personnel and emergencies, said days shall be granted. If two or more employees request the same day, seniority shall apply.

2. Employees shall have three (3) years in which to utilize their currently accumulated compensatory days, subject to the conditions set forth in Section 1 hereof.

#### Article XXVII

##### PERSONNEL FILE

Each member shall be allowed to examine his personnel file after each rating period during the year and no less four (4) times per year in the presence of the Director of Public Safety/Chief of Police or his designee.

#### Article XXVIII

##### HIGHER RANK PAY

Effective January 1, 1988, each sworn officer who is required to serve in a higher rank for thirty (30) consecutive days shall be paid the higher rank salary retroactive to the first day.

## Article XXIX

### DISABILITY INSURANCE

Effective January 1, 1983, the Township shall implement at its own cost a Disability Insurance Plan. Each office shall be reimbursed by the Township for all premiums deducted from his paycheck for such Disability Insurance Coverage.

## Article XXX

### REPLACEMENT AND SEPARATION

1. Upon retirement under the Police and Fire Retirement System, or twenty-five (25) years of service, an officer shall continue to receive full family coverage under all health, medical and surgical plans provided hereunder at no expense to the officer, throughout his retirement.

2. It is agreed that any employee covered by this Agreement who at the time of retirement has at least five (5) years employment in the Township, or any employee who at the time of separation of employment from the Township in good standing who has at least fifteen (15) years of employment in the Township, and that has unused sick time provided by Revised Statutes 11:24A-1.1 et. seq. shall be paid in a lump sum of four (4) days pay (at the rate he or she is receiving at the time of retirement or separation) for each five (5) days unused leave to his credit, not to exceed one hundred seventeen (117) days pay. For those employees with twenty-five (25) years or more of service, or who retire under the Police and Fire Retirement

System, the limitation shall be one hundred twenty-five (125) days of pay.

3. The Township and employee may mutually agree that payment for accumulated vacation days and unused sick leave may be taken either as a lump sum or through paid leave until the accumulation is exhausted. In the absence of agreement, the employee shall be paid in a lump sum.

#### Article XXXI

##### PENSION CREDIT

The Township may exercise its authority to buy back an individual's prior pensionable service on a case by case basis, with the agreement of the individual.

#### Article XXXII

##### DURATION

1. The term of this Agreement shall be for a period of three (3) years commencing on January 1, 1992 and terminating on December 31, 1994.

2. In the absence of written notice given at least thirty (30) days prior to the expiration date by either party to the other of the intention to terminate, this Agreement with the terms and conditions applicable to the calendar year beginning January 1, 1992 and ending December 31, 1994 shall automatically be renewed for a period of another year, from year to year



thereafter until such time as thirty (30) days notice is given prior to the annual expiration date.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 5th day of October, 1992.

Witness:

Nancy Nelson

TOWNSHIP OF BRICK

Stevan J. Zboyan  
STEVAN J. ZBOYAN, MAYOR

Witness:

Carol Yethard

BRICK TOWNSHIP

PBA LOCAL 230

Frank Docherty  
FRANK DOCHERTY, PRESIDENT

Appendix A

HOLIDAYS

Holiday	1992	1993	1994
New Years Day	01/01/92	01/01/93	01/01/94
King's Birthday	01/15/92	01/15/93	01/15/94
Lincoln's Birthday	02/12/92	02/12/93	02/12/94
President's Day	02/17/92	02/15/93	02/21/94
Good Friday	04/17/92	04/09/93	04/01/94
Easter	04/19/92	04/11/93	04/03/94
Memorial Day	05/25/92	05/31/93	05/30/94
Independence Day	07/04/92	07/04/93	07/04/94
Labor Day	09/07/92	09/06/93	09/05/94
Columbus Day	10/12/92	10/11/93	10/10/94
Election Day	11/03/92	11/02/93	11/08/94
Veteran's Day	11/11/92	11/11/93	11/11/94
Thanksgiving Day	11/26/92	11/25/93	11/24/94
Christmas Eve	12/24/92	12/24/93	12/24/94
Christmas Day	12/25/92	12/25/93	12/25/94