

A G R E E M E N T

between the

TOWNSHIP OF BRICK
OCEAN COUNTY, NEW JERSEY

and

THE BRICK TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 230
AND THE BRICK TOWNSHIP POLICEMEN'S SUPERIOR OFFICER'S ASSOCIATION

January 1, 2005 through December 31, 2008

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This AGREEMENT is made this 1st day of September 2005, and effective as of January 1, 2005, in 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: THE BRICK TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 230, a local association of the New Jersey State Policemen's Benevolent Association and 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 PBA 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 PBA shall consist of all regular full time police officers in 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 employee's benefit existing prior to its effective date.

Article II

COLLECTIVE BARGAINING AGREEMENT

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 of this Agreement.
3. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the prescriptions of the New Jersey Employer-Employee Relations Act N.J.S.A. 34:13A-1 et seq. 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 employees, be reduced in writing, be signed by the Employer 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 PBA 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 PBA Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, whenever practicable, the negotiating sessions will be set during the off-duty hours.
3. The Employer agrees to grant the necessary time off, without loss of pay, to two (2) members of the PBA to attend two (2) conventions and one (1) seminar of the New Jersey State PBA. The PBA may also request time off to attend seminars or meetings of State, County, and Local meetings of the New Jersey State PBA, subject to the approval of the Director of Public Safety/Chief of Police or his designee. Current practices regarding other union activities shall remain in effect.

Article IV

EMPLOYEE'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 PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any employee because of race, color, creed, gender, national origin or political affiliation.
2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under New Jersey Laws or any other applicable Laws and Regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided by statute and/or regulation or regulations promulgated by the State of New Jersey.
3. No employee 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. All disciplinary procedures involving employees shall be conducted in accordance with the Attorney General Guidelines concerning Internal Investigations. Any suspensions of any employee pending charges shall be in accordance with N.J.S.A. 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 leave not taken shall accumulate from year to year. The Employer reserves the right to extend sick leave.
2. An employee 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 Employer certifies to such injury, illness or disability, pursuant to N.J.S.A. 40A:14-137.
3. Said injury leave is separate and distinct from the annual and accumulated sick leave provided in Section 1 of this Article, which sick leave is to be used for common colds, influenza, bronchitis, upper respiratory infection, earaches, throat infections or other similar minor illnesses as determined by a recognized physician.
4. Injury leave shall not be applicable to disabilities of fewer than five (5) consecutive day's duration. In those circumstances where the seriousness of the illness, injury or disability is not immediately ascertainable, the employee 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 employee shall be placed on injury leave pursuant to Section 2, and shall be credited with all time charged against sick leave except for the initial five (5) days taken.

5. An employee who avails himself of the provisions of this Article shall, after having returned to full duty for a period of not less than ninety (90) days, have restored the aforementioned one (1) year leave cited in Section 2.
6. An employee may be returned to light duty in his or her previous assigned shift, provided that the Employer's 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 Employer may transfer an employee off of his or her shift temporarily if more than one (1) person on that shift is on light duty. Said employee shall be returned to his or her shift when only one (1) person on that shift is assigned to light duty. The employee may be assigned to a shift other than that to which he or she is normally assigned by mutual agreement.
7. Maternity Leave shall be granted following the same practice as is utilized by the Employer with regard to any other Township employee with the exception that the Department shall make every reasonable accommodation to assign the pregnant employee to a position outside the Patrol Division commencing upon receipt of a medical recommendation.

Article VI

HOURS AND WORK LOAD

1. The workday for non-patrol division employees shall consist of eight (8) consecutive working hours constituting the employee's shift. Furthermore, all employees shall be off duty for sixteen (16) consecutive hours before and sixteen (16) consecutive hours after their working shifts.
2. The workday for Lieutenants, Sergeants, and Patrolmen assigned to the Second (2nd) and Third (3rd) Shifts, in 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 Second (2nd) and Third (3rd) Shifts, in the Patrol Division, shall be off duty fifteen (15) hours and forty five (45) minutes consecutively before and fifteen (15) hours and forty five (45) minutes consecutively after their working shifts.
3. The workday for Lieutenants, Sergeants, and Patrolmen assigned to the First (1st) Shift, in the Patrol Division, shall consist of a consecutive shift of nine (9) hours and fifteen (15) minutes. Furthermore, all Sergeants and Patrolmen assigned to the First (1st) Shift, in the Patrol Division, shall be off duty fourteen (14) hours and forty five (45) minutes consecutively before and fourteen (14) hours and forty five (45) minutes consecutively after their working shifts.
4. The workweek for non-patrol division employees shall in all cases consist of forty (40) working hours in one (1), seven (7) consecutive day period. Employees shall work five (5) consecutive days, preceded and followed by two (2) consecutive days off.
5. The workweek for Lieutenants, Sergeants, and Patrolmen assigned to the Second (2nd) and Third (3rd) Shifts, in the Patrol Division, shall in

all cases consist of thirty three (33) working hours in one (1), six (6) consecutive day period. Employees assigned to the Second (2nd) and Third (3rd) Shifts, in the Patrol Division, shall work four (4) consecutive days, preceded and followed by two (2) consecutive days off.

6. The workweek for Lieutenants, Sergeants, and Patrolmen assigned to the First (1st) Shift, in the Patrol Division, shall in all cases consist of twenty seven (27) hours and forty five (45) minutes working in one (1) five (5) consecutive day period. Employees assigned to the First (1st) Shift, in the Patrol Division, shall work three (3) consecutive days, preceded and followed by two (2) consecutive days off.
7. The eight (8) hour tour of duty, the eight (8) hour and fifteen (15) minute tour of duty and the nine (9) hour and fifteen (15) minute tour of duty shall be computed by including the meal period presently allocated to employees.
8. All schooling, training and additional work assignments required by the Department for non-patrol employees shall be within the scheduled eight (8) hours under Section 1 of this Article.
9. All additional work assignments required by the Department for employees assigned to the Second (2nd) or Third (3rd) Shifts, in the Patrol Division, excluding schooling and training shall be within the scheduled eight (8) hours and fifteen (15) minutes under Section 2 of this Article.
10. All additional work assignments required by the Department for employees assigned to the First (1st) Shift, in the Patrol Division, excluding schooling and training shall be within the scheduled nine (9) hours and fifteen (15) minutes under Section 3.
11. Any member of a non-patrol division required to report for work, schooling or training assignments less than the hour specifications of

Section 1 above shall receive overtime pay, at the rate of time and one half (1-1/2), for all hours so assigned.

12. Any member of the Patrol Division required to report for work assignments, other than schooling or training, less than the hour specifications of Sections 2 or 3 above, respective to their assigned shift, shall receive overtime pay, at the rate of time and one half (1-1/2), for all hours so assigned.
13. Sections 8, 9, 10, 11, and 12 of this Article shall not apply to military leave.
14. When any sworn officer is scheduled to attend a schooling or training assignment, the attendance of the schooling or training assignment shall be in lieu of the officer's normal tour of duty.
15. Lieutenants, 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 (2) conditions are satisfied:
 - a. The employee receives at least two (2) weeks prior written notice of the training or schooling assignments; and
 - b. The member is relieved of his or her normal tour of duty, either immediately preceding or immediately following the scheduled training or schooling assignment, which is closest to the training/schooling assignment.
16. Any sworn officer assigned to the First (1st) Shift, in the Patrol Division, who is scheduled to attend a schooling or training assignment, including S.E.R.T., and who is scheduled to work the First (1st) Shift immediately following the schooling or training assignment shall be relieved of that tour of duty immediately following the schooling or training assignment.

17. The Employer may send a Lieutenant, 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 employee is given a day off immediately before and immediately after the five (5) day cycle schooling/training assignment.
18. Any sworn officer in the Patrol Division 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 Sections 5 and 6, of this Article, 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 employee.

Article VII

OVERTIME

1. 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 their regular workweek consisting of forty (40) hours of any time worked in excess of eight (8) consecutive hours of the employee's work shift.
2. The Employer agrees that compensation for overtime consisting of time and one-half (1-1/2) shall be paid to all Lieutenants, Sergeants and Patrolmen assigned to the Patrol Division for hours worked in excess of their regular workweek as defined in Article VI of this agreement or any time worked in excess of the consecutive eight (8) hours and fifteen (15) minutes or nine (9) hours and fifteen (15) minutes, respective to their shift, constituting the employee's work shift.

3. 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.
4. 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 or she 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 or she be paid less than four (4) hours irrespective of time worked. This called onto duty provision shall not apply to court appearances, which are covered by Section 6 and 7 of this Article.
5. 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 or she shall receive riot duty pay at the rate of one and one-half (1-1/2) times their hourly rate.
6. Employees placed on standby on-call subpoena for Municipal Court appearance, or appearance in any Court in the State of New Jersey 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 or her normal work assignment for appearance in Municipal Court or appearance in any Court in the State of New Jersey, he or she shall receive a minimum of three (3) hours of pay at time and one-half (1-1/2) for each such occurrence. This section shall only apply when an employee has not been previously issued a subpoena, in which case, Section 6 shall apply.
8. Any employee placed on "on-call" status because they are assigned to a specialized unit, including but not limited to the Detective Bureau, Drug Enforcement Unit, Traffic Safety Unit and the Identification Unit

shall be entitled to three (3) hours of overtime pay per week of "on-call" duty computed at the rate of one and one half (1-1/2) times their hourly rate. The provision is not applicable to "on-call" court appearances.

- a. Each specialized unit may be entitled to have one (1) employee per week placed "on-call". This overtime shall be paid to the employee over and above any overtime actually earned for being called onto duty.
 - b. In the event the S.E.R.T. commander/supervisor or acting commander/supervisor places a team member "on-call" relative to a scheduled call out, that team member shall be entitled to one (1) hour of overtime pay computed at the rate of one and one half (1-1/2) times their hourly rate per instance of "on-call" duty.
9. Where possible scheduled/special assignment overtime details will be posted in the roll call book and assigned based upon criteria established by the Director of Public Safety/Chief of Police.
 10. Overtime incurred as a result of grant funded programs shall be paid at the employee's regularly applicable overtime rate, irrespective of the rate set by the grant.

Article VIII

VACATIONS

1. Each employee shall have twelve (12) days vacation for the first year of service and one (1) additional day for each year of service thereafter, up to a maximum of twenty-five (25) days. The eligibility requirement for the vacation period shall be computed from the calendar year in which said employee is hired. Every employee shall be entitled to carry over up to one (1) year of accrued vacation leave from one (1) year to the next.
2. Each employee will be granted three (3) personal days per year.
3. Each employee will have the opportunity to earn up to five (5) additional personal days each year, in the following manner:
 - a. One (1) additional personal day for each calendar quarter that no sick leave is utilized, including the sick injury leave provided for in Article V of this Agreement. Employees utilizing sick/injury leave shall not be eligible to accrue additional personal time as set forth herein.
 - b. The fifth (5th) additional personal day may be earned for not utilizing any sick leave, including the sick/injury leave provided for in Article V of this Agreement, for an entire calendar year.
 - c. Personal days earned cannot be utilized until the following year.

Article IX

BEREAVEMENT LEAVE

1. Each employee shall be granted five (5) days leave with pay upon the death of the employee's spouse, children, stepchildren, parents, father-in-law, or mother-in-law.
2. Each employee shall be granted three (3) days leave with pay upon the death of the employee's or the employee's spouse's brother, sister, or grandparents and grandparents-in-law.
3. Each employee shall be granted two (2) days leave with pay upon the death of the employee's or the employee's spouse's aunt, uncle, nephew, or niece.
4. Each employee shall be granted one (1) day leave with pay upon the death of the co-parent of the employee's child.
5. Said days shall be consecutive workdays and shall not be charged against sick leave or vacation time.
6. The Director of Public Safety/Chief of Police, at his sole discretion, may grant additional time off with no loss of pay.
7. The Employer reserves the right to request reasonable proof of death.

Article X

HOLIDAYS

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

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	The Day Following Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

2. Holidays shall be celebrated and accorded 'Holiday Pay' on the calendar dates listed in a memorandum agreed to by the PBA and the Employer and promulgated no later than the last week in December of the preceding year.

3. Each employee shall receive 'Holiday Pay' for all holidays enumerated above regardless if the employee is scheduled to work them or not.

4. In addition, only members of the Patrol Division scheduled to work and those ordered by the Director of Public Safety/Chief of Police or his designee to work, said holiday shall receive a rate of pay computed at time and one-half (1-1/2) for hours worked. All other employees covered by this agreement shall be scheduled off and paid at their regular rate while they celebrate the holiday.

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

6. Commencing January 1, 2001 Holiday Pay shall be paid to each employee in their regular biweekly paycheck, subject to normal deductions and withholdings for Federal and State taxes, pension contributions, social security, unemployment compensation and the like.
7. Clothing allowance is hereby-eliminated effective January 1, 2001.

Article XI

MEDICAL INSURANCE, DENTAL AND VISION PLANS

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. The Employer shall provide such Traditional coverage or a less expensive plan as included within the current Employer's Health Benefits Plan including a one hundred dollar (\$100.00) deductible per year major medical coverage for each employee and their family as authorized by State statutes and administrative regulations or equal coverage.
 - a. The Employer shall share any savings arising from the employee switching to a less expensive plan on a 50/50 basis. The employee shall receive two hundred fifty dollars (\$250.00) annually to remain in a less expensive plan in each succeeding year following the year of original selection of the less expensive plan. Employees presently enrolled in less expensive plan shall receive two hundred fifty dollars (\$250.00) annually for each year they remain in the less expensive plan. To qualify the employee must select the less expensive plan during the open enrollment period and remain in the less expensive plan for a period of at least one (1) year. Payment will be made to qualified employees during the first (1st) week in December of

each year. Employees leaving the employment of the Employer prior to fulfilling the one (1) year requirement shall receive a prorated share of the savings.

- b. For those employees choosing to forego participation in the Employer's Health Benefits Plan, the Township shall share the savings on a 50/50 basis. The savings shall be calculated based on the cost of the program at the time the employee is leaving the plan. New employees choosing to forego participation in the Employer's Health Benefits Plan shall receive fifty percent (50%) of the savings based on the cost of the Traditional Plan. Employees participating in this aspect of the program may remain in the prescription, dental, and eyeglass portion of the Employer's Health Benefit Program.
- c. The co-pay for all prescription medication shall be five dollars (\$5.00) for generic and ten dollars (\$10.00) for non-generic. Retirees will be reimbursed for the difference between the five dollar (\$5.00) and the ten dollar (\$10.00) co-pay in accordance with the plan in which they were enrolled at the time of retirement, if applicable.
- d. In recognition of the fact that the State of New Jersey unilaterally altered a prescription plan related benefit that was previously offered to employees covered under prior Collective Bargaining Agreements between the Employer and the PBA, the parties hereby agree that all employees covered by the Traditional State Health Benefits Plan may submit, in December of each calendar year, 'proof of co-payments' for prescription benefits utilized during said calendar year and shall thereafter receive reimbursement for eighty percent (80%) of these co-payments. It is, moreover, recognized that the amount reimbursed

each year shall not exceed three hundred dollars (\$300.00) per employee in any calendar year. In addition, all employees who retired between January 1, 1998 and December 31, 2000 and who are covered by the Traditional State Health Benefits Plan, upon presenting 'proof of co-payments' for prescription benefits utilized, to the designated Employer's representative, shall be likewise entitled to reimbursement for eighty percent (80%) of those co-payments, not to exceed three hundred dollars (\$300.00) for any calendar year.

3. In the event of the death of any sworn Officer, Medical Benefits will be provided to the surviving spouse and dependent children for the maximum period allowable by law, unless substantially equivalent alternate coverage becomes available.
4. In the event the Township secures Blue Shield U.C.R. or equal medical coverage, said coverage shall be extended to the employees and in exchange therefore, the one hundred dollar (\$100.00) deductible provided under Section 2 shall be eliminated.
5. Upon notice to the PBA the Employer may change insurance carriers, or self-insure, for substantially equivalent coverage.
6. Effective January 1, 2005, the Employer shall provide a vision plan for all employees and their dependents. Coverage only applies to prescription lenses and prescription sunglasses. Spectera shall administer the plan and a list of benefits included in said plan shall be attached to this agreement (Appendix A).
7. The Employer shall provide dental coverage for all employees and their dependents. The plan shall pay for eighty percent (80%) and the employee shall pay the remaining twenty percent (20%).
 - a. Maximum dental coverage shall be fifteen hundred dollars (\$1,500.00) per person per year.

- b. Maximum orthodontic coverage shall be one thousand dollars (\$1,000.00) per person.
8. Reimbursements for all members shall be processed within one hundred twenty (120) days of the close of the calendar year in which the expense occurred.

Article XII

FALSE ARREST AND LIABILITY INSURANCE

1. The Employer will maintain false arrest insurance and liability insurance to cover employees in the performance of their duties. Said false arrest insurance will contain punitive damage coverage for the employee.
2. In the event the Police and Firemen's Retirement System reduces or eliminates the death benefit of three and one half times (3-1/2) the annual salary, the Employer shall secure insurance to provide for this benefit. In addition insurance shall be provided to compensate heirs in the amount of five thousand dollars (\$5,000) in the event of the employee's death during a tour of duty.

Article XIII

BULLETIN BOARD

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

Article XIV

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 XV

DRUG FREE WORK PLACE

Implementation of a Drug Free work place shall include all employees, the Employer shall follow the Attorney General's Law Enforcement Drug Testing Policy. The program shall include education/awareness for all employees, supervisor education, employee assistance programs and random testing. This provision shall take effect January 1, 1999.

Article XVI

LONGEVITY

1. Each employee shall qualify for the longevity increment on the date of the anniversary of his or her employment and such increment shall be paid from and after such date.
2. Effective January 1, 1991, annual longevity shall be increased and paid according to the following schedule:

Years of Service	Longevity
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 reimburse employees at a rate of sixty percent (60%) of tuition costs for grades earned of A & B, forty percent (40%) of tuition costs for a grade earned of C, with a per semester maximum total of five hundred dollars (\$500.00) for undergraduate and six hundred fifty dollars (\$650.00) for graduate credits. Reimbursement shall be for credits/courses leading to degrees related to Law Enforcement, Public Administration, Criminal Justice, Law, and Business Administration.

- a. Each employee attaining an Associate Degree shall receive four hundred (\$400.00) dollars for that year and each year thereafter.
 - b. Each employee attaining a Bachelor Degree shall receive six hundred fifty (\$650.00) dollars for that year, and each year thereafter.
 - c. Each officer attaining a Masters Degree shall receive nine hundred (\$900.00) dollars for that year, and each year thereafter.
 - d. Said stipend shall be dispersed evenly in the employee's salary throughout the year.
2. 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 1 above. Payment for an AA degree shall cease in the event it becomes a requirement for employment.
 3. Effective as of January 1, 1995, a degree qualifying for an annual stipend payment under Section 1 shall be a degree where the emphasis or concentration of study is in Law Enforcement or Public Administration.
 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 through 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 expeditious and mutually satisfactory settlement of grievances, the procedure hereinafter set forth shall be as follows:
2. When 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:
 - a. STEP 1. Either party shall grieve within thirty (30) days of the incident complained of. The president of the PBA or the 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/Chief shall answer the grievance orally within seventy-two (72) hours.
 - b. 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. 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.
 - c. 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 shall 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.

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

i. The request for arbitration shall be through Public Employment Relations Commission pursuant to the Commission's administrative regulations and said costs of said arbitration shall be paid by the losing party. Any other costs incurred shall be paid by the party that incurred said costs.

ii. 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 or she 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 therefore 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. Contractual increases for base pay shall be as follows:

2005 - 4.00%

2006 - 4.00%

2007 - 4.00%

2008 - 4.00%

2. The following salary guide is hereby adopted for members of the Brick Township Police Department for the years 2005, 2006, 2007, and 2008 and in accordance with an agreement approved between the Township of Brick and the Brick Township Policemen's Benevolent Association Local 230, and the Policemen's Benevolent Association Local 230 Superior Officers:

2005

SCHEDULE I - POLICE OFFICERS

Step 1 - \$41,222

Step 2 - \$47,015

Step 3 - \$52,898

Step 4 - \$59,587

Step 5 - \$67,232

Step 6 - \$74,963

Step 7 - \$82,694

Step 8 - \$90,828

SCHEDULE II - SUPERIOR OFFICERS

Sergeants - \$98,963

Lieutenants - \$108,727

Captains - \$119,466

2006

2006 base salaries shall be increased by the percentage change in the Consumer Price Index (CPI) - Urban Consumer (Philadelphia/Wilmington/Trenton) as established by the United States Department of Treasury as of the first week of December 2005. Said percentage increase shall neither be less than 4.00% nor more than 5.50%.

SCHEDULE I - POLICE OFFICERS

Step 1 - \$42,871
Step 2 - \$48,896
Step 3 - \$55,014
Step 4 - \$61,970
Step 5 - \$69,921
Step 6 - \$77,962
Step 7 - \$86,002
Step 8 - \$94,461

SCHEDULE II - SUPERIOR OFFICERS

Sergeants - \$102,922
Lieutenants - \$113,076
Captains - \$124,245

2007

2007 base salaries shall be increased by the percentage change in the Consumer Price Index (CPI) - Urban Consumer (Philadelphia/Wilmington/Trenton) as established by the United States Department of Treasury as of the first week of December 2006. Said percentage increase shall neither be less than 4.00% nor more than 5.50%.

SCHEDULE I - POLICE OFFICERS

Step 1 - \$44,586
Step 2 - \$50,852
Step 3 - \$57,215
Step 4 - \$64,449
Step 5 - \$72,718
Step 6 - \$81,080
Step 7 - \$89,442
Step 8 - \$98,239

SCHEDULE II - SUPERIOR OFFICERS

Sergeants - \$107,039
Lieutenants - \$117,599
Captains - \$129,215

2008

2008 base salaries shall be increased by the percentage change in the Consumer Price Index (CPI) - Urban Consumer (Philadelphia/Wilmington/Trenton) as established by the United States Department of Treasury as of the first week of December 2007. Said percentage increase shall neither be less than 4.00% nor more than 5.50%.

SCHEDULE I - POLICE OFFICERS

Step 1 - \$46,369
Step 2 - \$52,886
Step 3 - \$59,504
Step 4 - \$67,027
Step 5 - \$75,627
Step 6 - \$84,323
Step 7 - \$93,020
Step 8 - \$102,169

SCHEDULE II - SUPERIOR OFFICERS

Sergeants - \$111,321
Lieutenants - \$122,303
Captains - \$134,384

3. Each employee shall qualify for the step increment on the date of the anniversary of his or her employment.
4. The eighth (8th) step in Schedule I for patrolmen shall be computed by adding fifty percent (50%) of the difference between the seventh (7th) step patrolman's base salary and the sergeant's base salary of the same year, applicable only to those patrolmen hired on or before April 30, 1993, commencing on the anniversary of their twentieth (20th) year of service as a sworn, regular full time police officer in the Brick Township Police Department.
5. The "4 & 2" and the "3 & 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 provisions 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 PBA will meet for the purpose of negotiating the changes made necessary by the applicable law.

3. An exception to this Savings Clause is if the " 4 & 2 " and the "3 & 2" schedules are canceled, modified or rendered null and void, other than through the mutual written agreement of the parties, contract Article VI, Sections 2, 3, 5, 6, 9, 10, 12, 14, 15, 16 and Article VII, Section 2 also shall be rendered null and void and the Patrol Division employees shall be governed by the hours and overtime provisions applicable to other employees in the PBA.

Article XXII

AVAILABILITY

1. The employees shall notify the Director of Public Safety/Chief of Police and provide him with a listing of extra employment by the employees while not on regular working hours and tours 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.

Article XXIII

EMPLOYER'S RIGHTS

1. The Employer 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 Constitutions 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 Employer, the adoption of the policies, rules, regulations and practices and furtherance thereof, and the use of judgment 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 the United States, the State of New Jersey, and of the Ordinances of the Township of Brick.
3. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority pursuant to State and Federal statutes and administrative regulations, as long as the application of these statutes and administrative regulations do not violate the prescriptions of this Collective Bargaining Agreement concerning mandatorily negotiable terms and conditions of employment.

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 actions 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, investigative reports, or other reports prepared by the Department and with respect to the alleged incident.
5. At the time an employee requests a hearing relative to disciplinary charges, the employee must specify, in writing, that an open hearing is being requested.

Article XXVI

COMPENSATORY DAYS

1. The Director of Public Safety/Chief of Police will issue a schedule of employment for the year, within ten (10) days of the execution thereof. Within thirty (30) days thereafter, each employee shall notify the Director/Chief concerning his or her 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 (2) 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 employee shall be allowed to examine his or her personnel file after each rating period during the year and no more than 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, 1996, each sworn officer who is required to serve in a higher rank for fifteen (15) consecutive days shall be paid the higher rank salary retroactive to the first day.

Article XXIX

DISABILITY INSURANCE

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

Article XXX

REPLACEMENT AND SEPARATION

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

2. It is agreed upon that any employee covered by this Agreement who at the time of retirement has at least five (5) years employment with the Employer, or any employee who at the time of separation of employment from the Employer in good standing who has at least fifteen (15) years of employment with the Employer, and that has unused sick time provided pursuant to N.J.S.A. 11A:6-5 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 or her 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 Firemen's Retirement System, the limitation shall be one hundred twenty-five (125) days of pay.
3. Oliveri's interpretation of the Schlueter Rule.
 - a. For employees enrolled in the direct deposit program:
 - i. Upon separation of service an employee's accumulated vacation and personal leave shall be paid in the following manner. Vacation days - The first twelve (12) vacation days shall be prorated based on the calendar month in which the separation of service occurs. Any remaining vacation days shall be paid in full regardless of the calendar month in which the separation occurs. Personal days - Employees shall not be paid for unused accumulated personal days.
 - b. For employees not enrolled in the direct deposit program within one (1) year of the effective date of this agreement or for new employees, one (1) year of their date of eligibility for membership in the PBA as provided in Article XXXIII Direct Deposit, of this Agreement:

- i. Upon separation of service an employee's accumulated vacation and personal leave shall be paid in the following manner. Vacation days - The first twenty five (25) vacation days shall be prorated based on the calendar month in which the separation of service occurs. Any remaining vacation days shall be paid in full regardless of the calendar month in which the separation occurs. Personal days - Employees shall not be paid for unused accumulated personal days.
 - c. The Employer and the employee may mutually agree that payment for accumulated vacation and sick leave may be taken either as a lump sum or the employee and Business Administrator may mutually agree to another such method. In the absence of a decision by the employee, the employee shall be paid in three (3) equal installments in January of the next three (3) budget years.
4. Effective January 1, 1995, sick time earned as of 1994 shall be banked at the employee's 1994 wage rate for retirement purposes, and all additional sick days accumulated between this date and retirement shall be calculated and paid at the rate earned in each year. Sick time shall be taken on a first in, first out basis (FIFO), and paid on a last in, first out (LIFO) basis upon retirement.

Article XXXI

PENSION CREDIT

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

Article XXXII

DIRECT DEPOSIT

1. All employees shall enroll in the direct deposit program within one (1) year from ratification of this Agreement.
2. All new employees shall have one (1) year from their date of eligibility to enroll in the PBA, to enroll in the direct deposit program.
3. In the event that an employee elects not to enroll in the direct deposit program, within the above mentioned time period, that employee shall not be eligible for the Oliveri interpretation of the Schlueter Rule and that employee's accumulated vacation time shall be paid in accordance with Article XXX, Section 3(b) of this Agreement.

Article XXXIII

LATERAL TRANSFERS

1. Whenever a vacancy occurs within any specialized unit, including but not limited to the Detective Bureau, Drug Enforcement Unit, Traffic Safety Unit, Professional Standards Unit, and the Identification Unit, the following procedure shall be followed by the Employer:
 - a. The Director of Public Safety/Chief of Police shall post in the roll call book a notice advertising the vacancy or vacancies at issue which notice shall be posted for at least a ten (10) day period of time.
 - b. By a date specified in the posting at issue all interested employees with three (3) or more years from their permanent appointment as a Brick Township Police Officer shall submit a resume, to the Director of Public Safety/Chief of Police or his designee, relating to their law enforcement experience in support

of their contention that they are qualified to fill the vacancy at issue.

- c. The Director of Public Safety/Chief of Police or his designee shall consider each applicant.
- d. The Director of Public Safety/Chief of Police may elect to conduct oral interviews of the interested and eligible employees to assist in the decision making process.
- e. The Director of Public Safety/Chief of Police or his designee shall have the sole discretion to make the assignment from amongst the interested and eligible employees.
- f. This decision will not be grieved.

Article XXXIV

DURATION

1. The term of this Agreement shall be for a period of four (4) years commencing on January 1, 2005 and terminating on December 31, 2008.
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, 2005 and ending December 31, 2008 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 seal this 3rd day of November, 2006.

Witness:

TOWNSHIP OF BRICK

JOSEPH C. SCARPELLI, MAYOR

Witness:

TOWNSHIP OF BRICK

SCOTT PEZARRAS,
ACTING BUSINESS ADMINISTRATOR

Witness:

BRICK TOWNSHIP PBA LOCAL 230

JAMES T. BURGESS, PRESIDENT

Witness:

BRICK TOWNSHIP
PBA LOCAL 230 SUPERIOR OFFICERS

JAMES RICCIO, PRESIDENT