

PREAMBLE

THIS AGREEMENT, MADE THIS 9th DAY OF DECEMBER, 2004, BY AND BETWEEN the Borough of Oceanport, Monmouth County, New Jersey (hereinafter referred to as the “Borough”) and the Oceanport police officers of Policemen’s Benevolent Association, Incorporated, Local 364, below the rank of Chief of Police (hereinafter referred to as the “Association”) represents the complete and final understanding on all bargainable issues between the Borough and the Association.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE I
RECOGNITION

The Borough recognizes the Association for the purpose of collective negotiations as the exclusive representative of all members of Oceanport Police Department above the rank of Dispatcher and excluding the Chief of Police, in the negotiations unit and excluding all other employees, and reference to males shall include female police officer.

The benefits and other conditions of employment provided in the within Agreement shall apply to all members of the Police Department above the rank of Dispatcher.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE II

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, 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, including, but without limiting the generality of the foregoing, the following rights:

(1) To the executive management and administrative control of the municipal government and its properties and facilities, and the activities of its employees;

(2) To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;

(3) To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.

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

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE III

RULES OF THE BOROUGH

A. The parties agree that the Borough has the right to make reasonable rules and regulations. All rules and regulations promulgated by the Borough for the proper and efficient operation of the public service shall be duly and conspicuously placed.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE IV

SALARY AND LONGEVITY

All wages and increases are set forth in Appendix "A"

Attached hereto and made a part hereof.

Differential Pay

In addition to the rates of compensation as hereinabove set forth, Patrolman I shall be entitled to receive supervisory differential pay whenever they are required to work a minimum of four (4) hours of any shift in the absence of the superior officer, upon authorization of the Chief of Police.

By: _____
For the P.B.A.

By: _____
For the Borough

A-2 Longevity

The schedule of longevity payments based upon completed years of service shall be as follows;

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
6 through 10 years	\$1,000	\$1,000	\$1,000	\$1,000
11 through 15 years	\$1,500	\$1,500	\$1,500	\$1,500
16 through 20 years	\$2,000	\$2,000	\$2,000	\$2,000
21 through 25 years	\$2,500	\$2,500	\$2,500	\$2,500
26 years and above	\$3,000	\$3,000	\$3,000	\$3,000

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE V

HOURS AND OVERTIME

A. All employees covered by this Agreement shall have a normal work schedule consisting of four (4) days on duty and two (2) days off duty.

B. All work authorized to be done in excess of forty (40) hours per week shall be compensated at time and one-half of the regular straight time hourly rate in cash or compensatory time off in the sole discretion of the Chief of Police. Compensatory time off shall be computed at the rate of one and one-half hours for each hour of time worked. There shall be a minimum call up time of three (3) hours, excluding appearances required in Municipal Courts as set forth in Paragraph C of this Article. Such minimum call up time shall be compensated for at the overtime rate applicable to an employee who is otherwise off-duty at that time. In construing such overtime, payments shall be made on the following basis:

- (1) Overtime shall be paid for all time authorized to be worked beyond the regular hour of duty after the first 30 minutes.
- (2) The time spent at range practice or in connection with police school or other training including departmental meetings and Municipal Court shall not be regarded as overtime, but shall be compensated for at regular or straight time, with a minimum of one (1) hours.

C. All time spent in other Municipal Courts while an employee is otherwise off duty will be paid at a rate equivalent to one and one-half times the normal pay of the police officer involved or equivalent compensatory time off at the sole discretion of the Chief of Police. The total monetary allowance allotted for this purpose shall be divided equally

By: _____
For the P.B.A.

By: _____
For the Borough

among the four fiscal quarters of the year. In the event that any employee shall be required to appear in other Municipal Courts while otherwise off duty, he shall receive a minimum of one (1) hours pay (or compensatory time off) at the overtime rate regardless of the actual part of that hour spent in Court. "Required to appear in Court" shall mean that the covered employee's presence is necessary as witness to the prosecution, and said employee has been so notified by the Court. This is to include juvenile hearings at the municipal level, as well as Municipal Courts and hearings of other jurisdictions if the employee is required as a result of another Police Department requesting assistance of an Oceanport Policeman and that assistance results in the employee being required to testify on behalf of such other department.

D. All required appearances in Courts other than Municipal Court (i.e.- Monmouth County Superior Court, Juvenile, Motor Vehicle Hearings, Federal Court, etc.) while the employee herein is otherwise off duty, shall be compensated at the overtime rate with a minimum of three (3) hours.

By: _____
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By: _____
For the Borough

ARTICLE VI

GRIEVANCE PROCEDURE

A. Purpose

(1) The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

(2) Nothing herein contained shall be construed as limiting the right of a any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. Definition

The term “grievance” as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the Borough.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Borough initiated grievances which will proceed in accordance with Section D, and shall be followed in its entirety unless any step is waived by mutual consent.

By: _____
For the P.B.A.

By: _____
For the Borough

Step One:

The aggrieved shall institute action in writing under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred. An earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure of the aggrieved to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned ten (10) calendar day limitation may be extended upon presentation to the Chief of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Chief or his designee shall render a written decision within ten (10) days after receipt of the grievance.

Step Two:

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within ten (10) calendar days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within seven (7) calendar days after the answer is received at the first step. The Chief or his designee shall set a meeting within seven (7) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Borough Council liaisons and the Chief with the P.B.A. representative and the P.B.A. Attorney, if requested by the grievant. The Police Committee's written answer to the second step shall be delivered to the P.B.A. within ten (10) calendar days after the meeting.

The Borough shall be entitled to have the Borough Attorney or Special Counsel in attendance should the P.B.A. have their attorney present.

By: _____
For the P.B.A.

By: _____
For the Borough

Step Three:

If the aggrieved person is not satisfied with the decision rendered in the grievance hearing result of the grievance on the second level, he may within ten (10) calendar days notify the Borough Council in writing that he wishes to have them rule on the aggrieved matter. A meeting shall be set with the Borough Council in Executive Session within thirty (30) days after the Borough Council has received the request that it rule on the matter. At such meeting, the aggrieved may appear with a representative of the P.B.A. and the P.B.A. Attorney, if requested by the grievant. The Borough Council's answer to the third step shall be delivered to the P.B.A. in writing with seven (7) calendar days after said meeting.

Step Four:

Should the aggrieved person be dissatisfied with the decision of the Borough Council, such person may file where appropriate for review.

D. Borough Grievances:

Grievances initiated by the Borough shall be filed directly in writing with the P.B.A. within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Borough and the P.B.A. in an earnest effort to adjust the differences between the parties.

E. Police Benevolent Association –Defined

The term P.B.A. as used herein shall pertain to the president of the Oceanport P.B.A., Local 364 whose official mailing address is P.O. Box 364, Oceanport, New Jersey 07757. Parties agree that the Borough shall fulfill whatever notice requirements it may have under this Agreement by forwarding said notices to the aforementioned address. If during the term of this contract such address should change it shall be incumbent upon the patrolmen of the

Borough of Oceanport to advise the Police Committee Chairman of the Borough of Oceanport as to such change.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE VII

ASSOCIATION REPRESENTATIVES

(Employee Rights)

A. The Association shall have the right to designate such members of the Association as it deems reasonably necessary as Association representatives. The parties mutually agree not to discriminate against any employee due to his participation in or lack of participation in Association activities.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE VIII

HOLIDAYS

Section 1. For the life of this Agreement, each member shall continue to have twelve (12) holidays ¹(Thirteen (13) holidays as of January 1, 2006) each year as more particularly set forth in Section 4 below. Effective as of January 1, 2005, all Holiday pay as provided in this Article VII shall be paid to the Association Member as part of his salary, so as same maybe credited to the calculation of the respective member's pension benefits.

Section 2. Any additional days off (i.e. days declared by the Mayor or Governing Body for any reason other than set forth below) in addition to the twelve (12) days set forth above granted to other municipal employees, shall be granted with full pay to the members covered by this Agreement. If it is required that the employee herein are required to work on such day they will be compensated at the Holiday rate of two (2) hours pay for each hour worked.

Section 3. Each patrolman shall be allowed three (3) personal days off with pay each calendar year. Each request for a personal day off shall be made through and subject to the approval of the Chief of Police. It shall not be necessary to state the reason for requesting any personal day off.

By: _____
For the P.B.A.

By: _____
For the Borough

¹ Thirteen (13) holidays as of January 1, 2006

Section 4.

Thirteen Days:

1. New Year's Day
2. Martin Luther King's birthday
3. Washington's Birthday
4. Good Friday
5. Easter Sunday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day
13. Day after Christmas²

By: _____
For the P.B.A.

By: _____
For the Borough

² The Thirteenth (13th) holiday shall become effective as of January 1, 2006, until such time there are Twelve (12) paid Holidays..

ARTICLE IX
**CLOTHING PURCHASE AND
MAINTENANCE ALLOWANCES**

Section 1. Each member shall receive an annual clothing purchase allowance of \$775.00 for 2004, \$800.00 for 2005, \$825.00 for 2006, and \$850.00 for 2007 with the exception of Detectives who shall receive a clothing purchase allowance of \$975.00 for 2004, \$1000.00 for 2005, \$1025.00 for 2006 and \$1050.00 for 2007, payments to Detectives shall be made in two (2) equal semi-annual installments. Clothing purchase allowances may be used for work-related equipment, other than uniforms, with the approval of the Chief of Police.

Section 2. Each member shall receive an annual clothing maintenance allowance of \$750.00 for 2004, \$775.00 for 2005, \$800.00 for 2006, and \$825.00 for the year of 2007.

Section 3. Clothing damaged in the course of the performance of a member's duty, excluding ordinary wear and tear and not due to the officer's neglect, shall be replaced at the Borough's expense without deduction from the allowance set forth in Sections 1 and 2 above.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE X

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article VI.

C. The Association will actively discourage and will take whatever affirmative steps as are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Borough.

D. Nothing contained in their Agreement shall be construed to limit or restrict the Borough of this Agreement in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction, or damages or both in the event of such breach by the Association or its members.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE XI

MILITARY AND OTHER LEAVE

A. All employees covered by this Agreement shall receive military leave in accordance with the applicable United States and New Jersey Statutes.

B. A leave of absence with pay shall be given to every employee who is a duly authorized representative, delegate or alternate delegate of the New Jersey State Policeman's Benevolent Association, Inc., the New Jersey State Exempt Firemen's Association, the New Jersey Firemen's Association, Veterans of Foreign Wars, Disabled American Veterans, Army and Air National Guard Association of New Jersey. The National Guard Association of the United States, The United States Coast Guard Auxiliary to attend any state or national convention of the organization. The leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention.

C. Bereavement leave:

1. In the event of the death in the employee's immediate family, the employee will be granted a leave of absence with pay, not to exceed three (3) days. Additional leave may be granted when necessary with the approval of the Mayor and Council.

2. The granting of such leave shall be made upon notification to the Chief of Police, or his designee, by the employee. The Chief, or his designee, shall Complete and forward a leave of absence form to the borough Clerk.

By: _____
For the P.B.A.

By: _____
For the Borough

3. "Immediate family" means mother, father, stepparent, father-in-law, mother-in-law, child, spouse, stepchild, foster child, grandparent, grandchild, sister, brother, aunt, uncle, nephew and niece.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE XII

NON-DISCRIMINATION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce employees into membership.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE XIII

VACATIONS

A. Annual Vacation Leave with pay shall be earned and computed as follows:

1. During the first calendar year of employment, ½ day per month with a maximum of five (5) working days.

2. From the second through the fifth calendar years of service, ten (10) working days per year.

3. From the sixth through the tenth calendar years of service, fifteen (15) working days per year.

4. From the eleventh through the fifteenth calendar years of service twenty (20) working days per year.

5. From the sixteenth calendar year of service and thereafter, twenty-five (25) working days per year.

B. Vacations must be taken during the current year in compliance with applicable Borough Ordinance at such time as permitted or directed by the Borough unless the borough determines that it cannot be taken because of the pressure of work. Any unused vacation time may, with the written approval of the Chief of Police, or his designee, be carried forward into the next succeeding year.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE XIV

SICK LEAVE

A. Sick leave shall be granted and permitted as provided in the Police Ordinance, with no ceiling on accumulated days. However, the ability to “buy back” shall not exceed one hundred (100) days of \$27,800.00, whichever is less.

B. Upon retirement, an individual employee’s payoff for accumulated sick time shall be as follows:

1. Upon providing the Borough of Oceanport with notice by March 1st of the calendar year in which retirement is proposed, a lump sum payment may be made in full at the date of retirement or in either two (2) or three (3) equal annual payments, the first at the date of retirement, and the remainder by March 1st of the subsequent calendar years. The number of payments shall be made at the Borough’s option.

2. Employees not providing notice of retirement by the March 1st date shall receive payment in full at the date of retirement or in either two (2) or three (3) equal annual installments by March 1st of each succeeding calendar year, as the Borough may elect.

By: _____
For the P.B.A.

By: _____
For the Borough

3. In the event an employee must apply for medical disability retirement and has not served a notice to the Borough by March 1st as contained in this Article XIV, such accumulated sick time may be paid upon approval of the disability retirement application by the State of New Jersey, and the balance by March 1st of each succeeding calendar year, as the Borough may elect.

4. Nothing herein shall restrict the right of the Borough to make payment of the full amount during the year of retirement notice if it so elects.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE XV

HEALTH INSURANCE

A. The Association hereby agrees that the Borough of Oceanport will continue medical insurance through Horizon Blue Cross/Blue Shield of New Jersey (PPO), which insurance shall provide for a Twenty (\$20.00) Dollar co-pay by the participant and a 200/400 per annum deductible. Any contract participant shall have the right to upgrade their plan coverage at their own cost. Any contract participant shall be entitled to refuse coverage or exit the plan at his election. In the event a contract participant, so elects, he shall be entitled to the sum of Three Thousand Five Hundred (\$3,500.00) Dollars per annum, or so pro rated during the coverage year. The Borough shall make the appropriate refund payment to the member of the Association at the conclusion of the premium year.

B. The Borough agrees to provide dental coverage that is equal to or better than that plan in effect during 2003. In addition, the maximum amount of dental coverage to which each employee shall be entitled each year shall be \$1,500.00 and the annual deductible sum for each employee shall be \$25.00. The Borough shall provide dental coverage for all legal dependents of a member. "Dependents" shall be defined as including those persons of a member's family normally covered by the provisions of a standard dental insurance contract or policy.

C. In addition to medial benefits currently provided for members of the Association and their families, the Borough shall provide medical benefits (including hospitalization, major medical and dental insurance) for surviving spouses and dependent children of a member who die, whether retired or current full-time employees of the Borough, subject to the limitations of Paragraph E of this Article XV. Such coverage shall continue until the surviving spouse attains the age of 65 and for the dependent children until each child has

attained the age of 19 or for a period of fifteen (15) years from the date of death, whichever shall first occur. In the event the surviving spouse shall remarry while receiving medical and dental benefits as herein provided, all such benefits for both the surviving spouse and dependent children shall terminate upon such remarriage.

D. The Borough agrees that it will not modify any existing medical, dental or insurance benefits to members of the Oceanport Police Department covered by this Agreement without prior notification to the P.B.A. representative and according to such representative an opportunity to be heard; provided, however, that no such notification shall in any way diminish the benefits established under the terms of this Agreement.

E. Upon retirement, each member will be entitled to receive such hospitalization, medical and other coverage as is being provided by the Borough to non-retired members at the time of such employee's retirement. The Borough shall not be obligated to either pay for or provide to any retired employee or his family any additional benefits either created or expanded after the date of such employee's retirement. The Borough shall have the right to secure individual medical, hospital and dental policies for retired members and their families. The borough shall have the right to secure individual Medicare supplemental insurance for those retired members who are eligible for Medicare. In no event shall any retired member suffer a loss or reduction in the amount of medical coverage received.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE XVI

BILL OF RIGHTS

The wide ranging powers and duties given to the department and its members involve them in all manners of contracts and relationships with the public. Out of these contacts may come questions covering the actions of the members of the force. These questions may require investigation by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

A. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty. If it is required that the employee report to headquarters on his off-duty hours, he shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he was remiss in his duties or found guilty of a preferred charge.

B. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the employee of the nature of the investigation. If the employee is to be questioned as a witness only, he shall be so informed at the initial contact.

C. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are necessary.

D. The complete interrogation of the employee shall be recorded mechanically or by a department stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.

By: _____
For the P.B.A.

By: _____
For the Borough

E. The employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

F. If an employee is under arrest or is the subject of an investigation, he shall be so advised that he is under investigation and shall be given his rights pursuant to current decisions of the U.S. Supreme Court.

G. In all cases and at every stage of the proceedings the department shall afford an opportunity for the employee, if he so requests, to consult with counsel, consultant, and/or his P.B.A. representative(s) before being questioned concerning any violation or complaint of any type, which may result in any action being taken against said employee.

H. No complaint against a law enforcement officer shall be investigated unless the complaint shall be in writing signed by the complaining party.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE XVII

DEATH BENEFITS

In the event of an officer's duty-related death, all accumulated sick time, vacation time, personal days and/or other benefits convertible to cash shall be paid to the officer's surviving dependents.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE XVIII

SPECIAL CERTIFICATES

Each officer who possesses a valid certificate for completing a certified course of instruction in Coronary Pulmonary Resuscitation will be entitled to receive a \$100.00 per year remuneration. Each officer who possesses a valid certificate acknowledging his completion of a First Responder (or better) Course or an Automated External Defibrillator Course shall be entitled to receive an additional remuneration in the amount of \$100.00 per year. Each officer who possesses a valid certificate acknowledging his completion of an Emergency Medical Technician Course shall be entitled to an additional remuneration in the amount of \$250.00 per year. Eligibility shall be determined as of January 1st of each year.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE XIX

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

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For the P.B.A.

By: _____
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By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE XX

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal or competent jurisdiction, such provision shall be inoperative but all other provisions shall be affected thereby and shall continue in full force and effect.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE XXI

EXISTING BENEFITS

The provisions of all existing Borough Ordinances and resolutions affecting terms and conditions of employment of members covered by this Agreement, unless specifically modified by this Agreement.

By: _____
For the P.B.A.

By: _____
For the Borough

ARTICLE XXII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2004, and shall remain in effect to and including December 31, 2007, without any reopening date. The Agreement shall continue in full force and effect from year to year thereafter. In accordance with the Police & Fire Arbitration Reform Act, NJSA 34:13A-14a Et Seq. The Association and the Borough shall commence negotiations for a successor agreement at least 120 days prior to the expiration of this contract. (September 1st – December 31st) The party seeking to commence negotiations must notify the other at least 15 days prior to the commencement of the 120 day period. (On or before August 16th, 2007). During the 120 day period the parties (The Borough and the PBA) must have at least three (3) bargaining sessions. The first session must be at least 90 days before expiration of this contract. (one or before October 1,2007).

The Association shall submit a copy of its entire proposal to the Borough by October 1, 2007. The Borough shall, within thirty (30) days after receipt of the Association's proposal, submit a copy of its proposal to the Association. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply retroactively on January 1, 2004, only for the employees on the Borough's payroll as of the date of signing of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Oceanport, New Jersey on this 9th day of December, 2004.

OCEANPORT P.B.A. LOCAL #364

**BOROUGH OF OCEANPORT
MONMOUTH COUNTY, NEW JERSEY**

BY: _____

BY: _____

MARIA GATTA, Mayor

BY: _____

BY: _____

ROBERT HOLDEN, Police Committee

BY: _____

Steven A. Tagerty