

**AGREEMENT BETWEEN  
TOWNSHIP OF BARNEGAT  
AND**

**BARNEGAT TOWNSHIP POLICEMEN'S  
BENEVOLENT ASSOCIATION**

**JANUARY 1, 2005 THROUGH DECEMBER 31, 2007**

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**PREAMBLE**

**THIS AGREEMENT** made this     day of                     , 2005, by and between the **TOWNSHIP OF BARNEGAT**, a Municipal Corporation of the County of Ocean, State of New Jersey, hereafter referred to as "Employer" and the **BARNEGAT TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 296**, hereafter referred to as "PBA" as bargaining agent and on behalf of the members of the Barnegat Township Police Department, Township of Barnegat, County of Ocean, State of New Jersey, hereafter referred to as "Employee".

**WITNESSETH:**

**WHEREAS**, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its Employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereunto agree with each other with respect to the Employees and the Employer recognized as being represented by the "PBA" as follows:

**ARTICLE I**  
**RECOGNITION AND SCOPE OF AGREEMENT**

**SECTION 1.** The Employer hereby recognizes the PBA as the sole and exclusive representative of all Employees in a negotiating unit as defined in Article I, Section 2, herein, for the purpose of collective bargaining, and all activities and precedes relative thereto.

**SECTION 2.** The bargaining unit shall consist of all of regular, full-time members of PBA 296 now employed or hereafter employed, except the Captains, Lieutenants, Sergeants, and Detectives First Grade.

**SECTION 3.** This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

**SECTION 4.** This Agreement is made pursuant to the Ordinances of the Township of Barnegat and pursuant to a resolution duly adopted by the Township Committee of the Township of Barnegat at a public meeting.

**SECTION 5.** It is understood by both parties, that upon the separation from employment of the individual currently holding the position of "Police Clerk" under this agreement, this position and title will no longer be a part of this bargaining unit/majority

representative, and no new employee hired or promoted into the position of "Police Clerk" shall be governed by any of the terms or conditions of this Agreement.

**ARTICLE II**  
**COLLECTIVE BARGAINING PROCEDURE**

SECTION 1. Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designees and members of the Committee as designated by the Township Committee of the Township of Barnegat and the designated officer of the PBA or their designee together with members of their negotiating Committee, shall be the respective negotiating agents for the parties.

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

SECTION 3. Employees of the Employer, who may be designated by the "PBA" to participate at collective bargaining agreement meetings, will be excused from their work assignments.

**ARTICLE III**  
**DISCRIMINATION AND COERCION**

There shall be no discrimination, interference or coercion by the Employer or any of its agents or Employees against activity by the "PBA". The "PBA" shall not intimidate or coerce Employees into membership. Neither the Employee nor the "PBA" shall discriminate against any Employee because of race, color, creed, sex, national origin or political affiliation.

**ARTICLE IV**  
**SALARIES**

Effective January 1, 2005, a four percent (4%) increase across the board for each year of this contract for all police officers. Thus, the salaries for members of this Majority Representative shall be in accordance with the following salary schedule/guide:

<u>Title</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
Police Clerk	\$37,000.00	\$39,000.00	\$41,000.00
Non-Cert Patrolman	\$34,076.14	\$35,439.19	\$36,856.75
Cert Patrolman	\$35,857.95	\$37,292.27	\$38,783.96
Completion of			

12 months	\$44,561.92	\$46,344.40	\$ 48,198.17
24 months	\$48,492.97	\$50,432.69	\$52,450.00
36 months	\$58,845.97	\$61,199.81	\$63,647.80
48 months	\$62,727.81	\$65,236.92	\$67,846.40
60 months	\$68,704.64	\$71,452.82	\$74,310.93

**ARTICLE V  
LONGEVITY**

A. Each employee of the Township hired on January 1, 2005, or before, shall be paid, in addition to his/her current annual wages a longevity increment, based upon his/her years of employment with the employer a percentage of his/her basic salary, in accordance with the following schedule:

- Start of the 5th year of service = 4 percent
- Start of the 9th year of service = 5 percent
- Start of the 13th year of service = 6 percent
- Start of the 17th year of service = 7 percent
- Start of the 21st year of service = 8 percent

B. Each employee of the Township hired on or after January 2, 2005, shall be paid, in addition to his/her current annual wages a longevity increment, based upon his/her years of employment with the employer in accordance with the following schedule:

- Start of the 5th year of service = \$1,000.00
- Start of the 9th year of service = \$1,500.00
- Start of the 13th year of service = \$2,000.00
- Start of the 17th year of service = \$2,500.00
- Start of the 21st year of service = \$3,500.00

C. Senior Officer status shall be instituted which shall be \$1,000.00 above the maximum salary step. This rank shall only be applicable for members of the unit who have 20 years of experience within the Department. After 29 years of service, Senior Officer status shall be \$2,000.00 above the maximum salary step.

D. Longevity payments and Senior Officer's payments will be included in the computation of the daily rates that apply for the calculation of benefits, excluding salary increases.

**ARTICLE VI  
VACATION LEAVE**

**SECTION 1.** All regular full-time employees shall receive an annual vacation leave from duty with full pay, in anticipation of continued employment.

**SECTION 2.** Selection of vacation shall be based upon seniority.

**SECTION 3.** All employees must use one-half (½) of his/her yearly entitlement, rounded to the lower even number in the event of an odd number of vacation days. The Township will pay each employee for any unused vacation time from the previous year not required to be taken under this article. The time will be paid at the previous year's rate and will be paid no later than March 15<sup>th</sup> of the current year.

**SECTION 4:** If an employee does not use one-half (½) of his/her vacation time, he/she will lose that time unless a commanding officer denies the employee the right to use such vacation time. If an employee is denied the use of vacation time, that additional time will be paid to the employee no later than March 15<sup>th</sup> of the following year, in accordance with the formula set forth in Section 3 of this Article.

**SECTION 5:** An employee shall be entitled to vacation time according to the following schedule:

<u>Years of Service Completed</u>	<u>Terms of Step</u>	<u>Maximum Accumulation Per Year</u>
	0 - 3 Years	15 Days
3	4 - 8 Years	18 Days
8	9 - 13 Years	21 Days
13	14 - 18 Years	26 Days
18	19 & Over	28 Days

**SECTION 6:** To determine the total number of hours an employee is entitled for vacation leave, all vacation days set forth Section 5 of this Article are based upon an eight (8) hour day, without regard to the actual number of hours an employee's shift is per day. For example, an employee who is entitled to 18 days vacation leave shall receive a total of 144 hours of vacation time (18 x 8).

**SECTION 7.** Vacation time for the forthcoming calendar year will be allotted as of January 1. This provision allows members to utilize vacation leave without having first acquired or accumulated said leave, as stipulated in Article VI, Section 3 of this Agreement. However, this Vacation time is awarded in anticipation of continued employment.

**SECTION 8.** All department personnel will select their vacation leave prior to March 15<sup>th</sup> for the current year. Any two (2) members from each division may be permitted to take a vacation at the same time, division shall include patrol, investigative

and administrative, in accordance with Section 2, Article VI. If all vacation leave has not been selected by March 15<sup>th</sup>, it may be done after this date providing 30 days prior notice is given and selection is made in accordance with the provisions in this Article. Time may be taken in whole days or half days.

**SECTION 9.** Vacation time, once selected in accordance with Sections 1 - 5, Article VI, will under no circumstances be denied. In the event vacation periods cause less adequate shift coverage, offers will be called in on an overtime basis to cover said shifts.

**SECTION 10.** If unforeseen circumstances on the part of the Employee prevent taking vacation as had been scheduled prior to March 15<sup>th</sup>, he may reschedule vacation leave in any available time period not already allotted to another officer, however, 30 days prior notice must be given.

**SECTION 11.** In the final year of employment, an employee may sell back his/her entire vacation entitlement for that year. If an employee retires in the middle of the year, he/she will be allowed to sell back their prorated vacation entitlement for that year. The employee must notify the Township Administrator in writing, prior to February 1<sup>st</sup> of the year in which the employee is going to retire, if the employee intends to sell back the entire entitlement.

**SECTION 12:** Upon termination of employment for any reason, all accumulated vacation time will be paid to the Employee at his/her current rate of pay, not later than one (1) month after termination of employment. Any unearned vacation time taken prior to termination will be deducted from the Employee's final compensation. Effective January 1, 2005, vacation time will not accumulate from year to year.

## **ARTICLE VII** **HOLIDAYS**

**SECTION 1.** Each Employee shall receive 15 ½ paid holidays per year. Payment for these holidays shall be made by the Employer to the Employee at straight time, seven days to be paid during the first pay period of June, and eight and one-half days to be paid during the first pay period of December.

**SECTION 2.** These 15 ½ holidays are: New Year's Day, Lincoln's Birthday (Observed), President's Birthday (Observed), Good Friday, Easter Sunday, Martin Luther King's Birthday (Observed), Memorial Day (Observed), Independence Day (July 4<sup>th</sup>), Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, December 24<sup>th</sup>, (one-half day), Christmas Day, December 25<sup>th</sup>.



**ARTICLE VIII**  
**SICK LEAVE**

**SECTION 1.** All Employees covered by this Agreement shall be granted sick leave with pay for the purpose of leaving with pay from duty, in the event of any sickness and/or injury, at the rate of 15 working days per year, in anticipation of continued employment.

**SECTION 2:** To determine the total number of hours an employee is entitled for sick leave, all sick days set forth in Section 1 of this Article are based upon an eight (8) hour day, without regard to the actual number of hours an employee's shift is per day. Thus, all employees, regardless of the shift worked are entitled to a maximum of 120 hours of sick leave per year (15 x 8 =120).

**SECTION 3.** For any sickness, illness or injury occurring or arising to an Employee as a result of his/her employment, the Employee shall be compensated in accordance with the terms and conditions of the current Worker's Compensation Insurance policy, up to the amount of the Employee's full pay.

**SECTION 4.** Each Employee shall receive three (3) working days off for the purpose of caring for his/her immediate family in the event of sickness in the Employee's immediate family. These three (3) days off shall be at full pay and any immediate family sick leave time provided for in this section shall not be accumulative nor shall be deducted from any sick leave provided for in Section 2 or 3 of this Article VIII. This time may be taken as a full day or as a fraction thereof. Immediate family in this Article shall be defined as spouse, children, mother, father, grandparents, brothers or sisters of the Employee and parents and grandparents of the Employee's spouse.

**SECTION 5.** Upon termination of employment for any reason, the officer shall be entitled to a lump sum payment for earned and used accumulated sick leave computed at the rate of one half of the employee's daily rate of pay for each earned and unused accumulated sick leave based upon the officer's annual compensation, excluding overtime, received during the last year of employment prior to the date of retirement or death. However, in no event shall any officer's payment exceed \$20,000.00

Any employee who currently has accumulated and unused sick time that exceed the \$20,000.00 max value as of January 1, 2005 will be paid when the employee retired from the Township, based upon his rate of pay as of January 1, 2006. A list of all employees whose accumulated and unused sick time exceeds the \$20,000.00 maximum shall be attached to this Agreement as Appendix A.

**SECTION 6.** Sick leave time may be taken in full days or half days.

**SECTION 7.**

**A.** Each member of the unit may sell back fifteen (15) sick days, regardless

of the number of days used. Unit member must have a minimum of thirty (30) days accumulated. Member shall be compensated at the rate of pay for that year.

- B. Payment of this buy back shall be made by March 15<sup>th</sup> of the following year. Eligible employees must select buy back by February 25<sup>th</sup>.

#### **ARTICLE IX** **PERSONAL LEAVE DAYS**

Each Employee shall be granted three (3) personal leave days off with pay during the course of any calendar year to be taken as full days or half days. Said leave days are not accumulative and will be lost if not utilized during the calendar year. A three (3) day notice of taking of personal leave days is required, unless emergency circumstances necessitate shorter notice. No Employee is required to explain the purpose of any personal leave days. These personal leave days will be utilized at the Officer's discretion and cannot be denied under any circumstances without exception. No more than two (2) employees shall be permitted a personal leave day at any given time. Applications shall be considered in chronological order without respect to seniority.

#### **ARTICLE X** **BEREAVEMENT LEAVE**

All regular full time employees covered by this Agreement shall receive five (5) working days off with full pay in the event of a death in the Employee's immediate family. The term of immediate family shall include parents, brothers, sisters, spouse's parents, brothers and sisters and grandparents of the Employee or spouse, or any other dependent relative living within the employee's household.

For any death other than that of the immediate family one (1) day shall be granted. Eight (8) working days shall be granted in the event of a death of an employee's spouse or children.

#### **ARTICLE XI** **EATING PERIOD**

Each Employee shall receive a 60 minute eating period per eight hour shift worked.

**ARTICLE XII  
EDUCATION INCENTIVE**

**SECTION 1.** The Employer agrees to pay to each Employee, in addition to his annual salary, an educational incentive based not only upon his college credits, but based also upon recognized police training other than the basic police academy training.

**SECTION 2.** For each accumulative 40 hours of recognized police training accumulated by an Employee, said Employee shall receive three (3) education points. Each education point is with \$12.00.

**SECTION 3.** Such police training must be in a recognized training course, and proof of successful completion of such course must be made by supplying the Chief of Police with the appropriate standard certification or diploma of satisfactory completion of such course.

**SECTION 4.** The Employer shall agree to pay to each Employee, in addition to his annual salary, and in addition to any payment made for police training, an educational incentive for college credits earned towards a police related degree at the rate of \$12.00 per credit upon an accumulation of a minimum of 32 college credits, and in accordance with the following schedule:

College Credits	Amount of Incentive
32 – 63	\$384.00
64 – 95	\$768.00
96 – 127	\$1,152.00
128 or more	\$1,536.00
Masters Degree	\$2,000.00

**SECTION 5.** The maximum amount of payment for college incentive in any one (1) years is \$2,000.00. Education and training incentive money earned shall be paid bi-annually on the Wednesday after the first Committee meeting in March and on the Wednesday after the first Committee meeting in November and shall continue with the Employee's employment with the Barnegat Township Police Department.

**SECTION 6.** Proof of eligibility for police training educational benefits and/or college educational benefits shall be submitted annually to Police Committee during the period from June 1 to September 1 of the current year.

**SECTION 7.** Proof of satisfactory completion of the required credits must be submitted in the form of a college transcript or a submission of a diploma or an Associate's Degree or Bachelor's Degree, or Master's Degree.

**SECTION 8.** The Employer agrees to reimburse the Employee for the purchase of required books needed for any college course taken toward earning police or police related degree. Payment will be made to the Employee upon submission of paid receipts for same.

**ARTICLE XIII**  
**HEALTH BENEFITS**

**A. MEDICAL CARE**

1. The Township shall provide to each full time employee and the employee's immediate family (spouse and children), the following hospital and medical benefit.
2. Health Benefits shall be paid in accordance with the current Health Benefits Contract.
3. Other limits to match the current level of coverage at the date of this agreement. Nothing in this article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.
4. Effective January 1, 2005, all employees are required to pay 20% of all out of networks costs on a maximum of \$3,000.000. (\$600 + \$100 deductible for single, and \$600 + \$200 deductible for a family)
5. The Previously provided \$10.00 co-pay reimbursement by the Township upon the employee's reaching of the required deductible is eliminated.

**VISION CARE**

The Township shall provide for the costs of vision care for employees up to a maximum amount of \$225.00 per calendar year . The Employees may use this benefit for any member of his/her/her immediate family. Family means a member of the employee's family residing within his/her/her home and includes up to the age 23 years old.

**DENTAL CARE**

The Township shall provide to all full-time employees and the employee's family group dental coverage that will provide the following coverage:

- \$25.00 deductible for employee, \$75.00 per family
- 100% preventative care
- 80% basic care
- 50% prosthodontic services
- other limits to match the current level of coverage at the date of this agreement.

Nothing in this article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.

**PRESCRIPTION PLAN**

The Township shall provide a Prescription Plan through a carrier that provides a prescription card service with the following coverages: Employees shall pay a prescription Co-pay in accordance with the following:

- \$5.00 for generic drugs; and
- \$10.00 for brand named drugs

**ARTICLE XIV**  
**OVERTIME**

**SECTION 1.** The Employer shall pay overtime, consisting of time and one-half (1 1/2 times) to all Employees covered by this Agreement, for hours worked in excess of the normal regular work week.

**SECTION 2. CALL OUT -** An employee called out during his off-duty time will be given a minimum of three (3) hour's pay at time and one-half, this shall include mandatory court appearance.

**SECTION 3. ON CALL -** Any Employee placed on-call status during a holiday shall be paid one half (1/2) of his straight time hourly rate for hours on on-call status. If an employee is called out while on on-call status, he will be compensated according to Section 2 of Article XIV.

**ARTICLE XV**  
**UNIFORMS AND CLOTHING ALLOWANCE**

**SECTION 1.** All initial uniforms and equipment for a starting Employee are to be issued and paid for by the Employer. Upon completion of the probationary first year of

service, Employee will receive a uniform allowance of \$675.00 for the replacement of worn or damaged uniforms or equipment. Uniform allowance will be pro rated upon completion of the probationary first year of service. Said payment to each Employee shall be made with the first pay period of January.

**SECTION 2.** Each Employee shall receive, in addition to his basic salary, uniform maintenance in the amount of \$675.00 which is to be paid to each Employee with the first pay period of June.

**SECTION 3.** The initial uniform and equipment to be issued by the Employer to each starting Employee shall include, but not be limited to the following items:

- |                          |  |
|--------------------------|--|
| 5 Long Sleeve Shirts     | 1 Belt Buckle                              |
| 6 Short Sleeve Shirts    | 1 Garrison Belt (Basketweave)              |
| 5 Pairs of pants         | 1 Sam Brown Belt                           |
| 1 Class B Uniform        | 1 Shoulder Strap w/breakaway (Basketweave) |
| 1 Long Sleeve Shirt      | 1 Holster                                  |
| 1 short sleeve shirt     | 1 OC Spray holder                          |
| 1 Pair of pants          | 1 Handcuff case                            |
| 1 Hat                    | 1 Magazine case                            |
| 1 Hat band               | 1 set of Hinged Handcuffs                  |
| 1 Pair of shoes          |  |
| 1 Name Plate             | 4 Belt Keepers (Basketweave)               |
| *1 Hat Shield            | 2 Set insignias for shirts                 |
| 1 Key Holder             | 1 Tie Tac                                  |
| 1 ID case                | 1 Set rain gear w/boots                    |
|                          | 1 Leather Winter Jacket                    |
| *1 Body Armor Level IIIA | 1 Flashlight                               |
| *1 40 caliber Pistol     | *1 Badge                                   |
| 1 Tie                    |  |

If any uniform or equipment change is initiated by the Employer, the cost of uniform or equipment will be absorbed at the expense of the Employer.

**SECTION 4.** Upon termination of employment and during period of suspension, the items marked (\*) shall be returned to the Chief of Police. Any such items not returned shall be charged against the Employee's pay according to the costs indicated herein.

**SECTION 5.** Upon retirement an officer will receive an identification card with the word "Retired" on same. For all employees hired prior to January 1, 1997, employee will also receive a Badge and carrying case.

**ARTICLE XVI**  
**WORK SCHEDULE**

SECTION 1. All members working a "4 on- 4 off" 10-hour shift schedule will be required to work one extra shift per month in addition to their normally scheduled shift. This extra shift can be used for training purposes or any other assignment assigned by the Chief of Police, or his/her designee, provided that the employee receives at least 15 days notice of the assignment. If an employee is working a "4 on- 4off" 10-hour shift, unless otherwise defined differently in any other Article of this Agreement, said employee's regular workday shall be defined as consisting of ten (10) hours.

SECTION 2: The regular work schedule for all members assigned to the Patrol Division shall consist of four days on duty, followed by four days off duty. In all other cases, the current work schedule being utilized in the Township for all employees and positions covered under this Agreement shall be continued, unless mutual agreement is reached between the employer and employee, in which case a different schedule may be implemented. In all cases, all employees covered by this agreement shall work 37.5 hours per week.

SECTION 3. The duty schedule for all Department Personnel will be posted by the fifteenth day of preceding month for which schedule is to be worked.

SECTION 4. All Employees shall be entitled to rotating schedule on a regular basis. No Employee shall be required to work any steady shift except by mutual consent between Employee and Employer.

**ARTICLE XVII**  
**LEGAL AID**

SECTION 1. The Employer shall provide and pay the reasonable attorney's fees for the defense of any law suit, including both civil and criminal charges, brought against an Employee as a result of his employment, providing the Employee is found by the Court system to have acted reasonable and proper or a finding of not guilty to criminal charges. However, this provision does not apply to any disciplinary actions brought by the Employer against the Employee.

SECTION 2. The Employer shall provide all necessary false arrest and liability insurance for each Employee covered by this Agreement, for causes of action of any nature arising out of the performance of their duties.

**ARTICLE XVIII**  
**SAVINGS CLAUSE**

In the event that any Federal or State legislation, governmental regulation, including Internal Revenue Service determination, or Court decision, cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall comply and re-negotiate concerning any such invalidated provision.

**ARTICLE XIX**  
**MANAGEMENT RIGHTS**

Nothing in this Agreement shall be construed to abrogate nor interfere with the duties, rights and obligations of the Employer imposed by the laws of the State of New Jersey. Guidance, direction and management of Barnegat Township Police Department shall, pursuant to law, be vested in the Governing Body and the Police Committee of Barnegat Township.

**ARTICLE XX**  
**PENSIONS**

The Employer shall continue to make contributions as heretofore provided to insure pension and retirement benefits to Employees covered by this Agreement, under the Police and Fire Retirement System pursuant to the provisions of the Statutes and Laws of the State of New Jersey.

**ARTICLE XXI**  
**SEVERANCE PAY**

Upon termination, the Employee shall receive one (1) day's pay for each year of service, at the employee's current rate of pay.

**ARTICLE XXII**  
**DEATH BENEFITS**

The Employer shall pay to a deceased Employee's beneficiary all benefits accrued by the Employee up to the date of death, including accumulated sick time and vacation time at the deceased Employee's than current rate of pay.



**ARTICLE XXIII  
GRIEVANCE PROCEDURE**

**A. DEFINITIONS**

1. Grievance A "grievance" is a claim by an officer or the Association based upon the interpretation, application, or violation of this Agreement.

2. Aggrieved Person An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest A "party in interest" is the person or persons making the claim and any person including the Association, who might be required to take action or against who action might be taken in order to resolve the claim.

**B. PURPOSE**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting officers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

**C. PROCEDURE**

1. Time Limits the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One - Immediate Superior.

An Officer with a grievance shall first discuss it with the immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

3. Level Two - Chief.

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level two, or if no decision has been rendered within five (5) working days after the presentation of the grievance to the Chief, he/she may file the grievance in writing with the Township Committee within five (5) working days after the decision at Level Two or ten (10) working days after the grievance was presented, whichever is sooner. Within twenty-one (21) working days after receiving the written grievance, the Township Committee shall respond to the grievance.

#### 4. Level Three - Committee.

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level two, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he/she may file the grievance in writing with the Township Committee within five (5) working days after the decision at Level Two or ten (10) working days after the grievance was presented, whichever is sooner. Within twenty-one (21) working days after receiving the written grievance, the Township Committee shall respond to the grievance.

#### 5. Level Four - Arbitration.

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within twenty-one (21) working days after the grievance was delivered to the Township Committee, he/she may within five (5) working days after a decision by the Committee, or fifteen (15) working days after the grievance was delivered to the Committee, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it shall submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person, in accordance with PERC Rules and Regulations.

b. The arbitrator's decision shall be in writing and shall be submitted to the Township and the Association and shall be final and binding on the parties.

c. Any costs for services of the arbitrator, shall be allocated in accordance with PERC rules. Any other expenses incurred shall be paid by the party incurring same.

d. **Rights of Officers to Representation:** Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or, at his/her/her option, by representative(s) selected or approved by the Association, not to exceed two (2). When an officer is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

#### e. Miscellaneous

1. **Group Grievance:** If in the judgment of the Association, a grievance affects a group or class of officers, the Association may submit such grievance in writing to the Chief of Police directly and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. **Written Decisions:** Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level

Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 4 of this article.

3. *Forms:* Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Chief of Police and the Association and given appropriate distribution so as to facilitate the operation of the grievance procedure.
4. *Meetings and Hearings:* All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

#### **ARTICLE XXIV** **DURATION**

This Agreement shall be in effect as of, and applied retroactively to the first day of January, 2005, to and including the last day of December, 2007. In the event that a new written contract has not been entered into between the Employer and "PBA" on or before the last day of December, 2007, then all of the terms and conditions of this contract shall be in full force unless and until a new contract has been negotiated.

#### **ARTICLE XXV** **RETENTION OF BENEFITS**

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

#### **ARTICLE XXVI** **EXCHANGE OF SHIFTS**

Two (2) Employees shall have the right to exchanges shifts or days off at their discretion. These exchanges do not require approval, however, three (3) days notice prior to said changes are required.

**ARTICLE XXVII**  
**SHIFT DIFFERENTIAL**

Employees assigned to work at least six months and one day or more in any given calendar year on a shift with a least four hours between the hours of 10PM and 6AM shall receive a \$500.00 shift differential.

**ARTICLE XXVIII**  
**SENIORITY**

Seniority shall be determined by the officer's length of service as a police officer in the police department, calculated from the first day of employment as a probationary patrolman. In determining preference for the purposes of selecting vacation, assignment, compensatory time off, holidays, and personal days, seniority shall control.

Any overtime shall also be allocated according to seniority on a rotating basis within the majority representative unit. A refusal of an overtime opportunity shall be considered as time worked for the purposes of the rotating overtime list. The Chief of Police and the Township shall retain all prerogatives as granted by statute or rule.

**ARTICLE XXIX**  
**MATERNITY LEAVE**

Female officers shall advise the employer of a pregnancy. The rights of a female officer shall include, but are not limited to the following provisions:

1. The female officer shall be permitted to work her normal duties so long as such work is permitted by a doctor. Upon recommendation of the female officer's personal physician, said officer shall be temporarily transferred to an administrative position within the Department, for which she is capable of performing.
2. In addition to the other provisions of this Article, the female officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy. And the period following her childbirth.
3. The female officer shall at all time be kept at full benefits and shall be considered as on active duty for all computation purposes, except in a case where the female officer has requested and been approved for an unpaid leave of absence which is not required by either the Federal FMLA or the State FLA. At all times covered by this Article, the female officer shall be maintained in the pension system with the employer paying the appropriate contributions to said system.

4. Upon return to duty status, the female officer shall be placed in the same position which she held before being placed on administrative duty due to her pregnancy status.

**ARTICLE XXX  
OUT OF TITLE PAY**

Any officer assigned as the Officer in Charge (OIC) of a shift in the absence of a sergeant for a time period of four (4) hours or greater, will be compensated at a sergeant's rate of pay for the time worked in the absence of a sergeant.

**ARTICLE XXXI  
OUTSIDE WORK**

A. When an officer works an "off-duty" employment assignment, the rate of compensation for this "off-duty" employment shall be as follows:

<u>Hours</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
7AM-5PM	\$52.50	\$55.13	\$57.89
5PM-7AM	\$68.25	\$71.66	\$75.24
Holidays & Weekends			

B. There shall be a four (4) hours minimum compensation for any "off-duty" employment assignment not cancelled at least four (4) hours prior to the start time of the assignment.

C. The compensation for "off-duty" employment assignments of officers as herein set forth shall not be added to the officer's base pay for the purpose of calculating longevity benefits.

**ARTICLE XXXII  
COMPLETENESS OF AGREEMENT**

This Agreement constitutes the entire collective negotiating Agreement between the parties, and contains all the benefits to which the Employees covered by this Agreement are entitled.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals  
this        day of        , 2007.

TOWNSHIP OF BARNEGAT

POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL 296

  
THOMAS HARTMAN, Mayor

  
\_\_\_\_\_

  
W. BRYAN DEMPSEY,  
Business Administrator

  
\_\_\_\_\_

\_\_\_\_\_

PBA Contract 2005-2007

Appendix A

Employees with Accumulated Sick Time exceeding \$20,000 as of January 1, 2005

No current members of the PBA have in excess of \$20,000 in accumulated time as of January 1, 2005

# RELEVANT BARNEGAT TOWNSHIP ORDINANCES



POLICE DEPARTMENT

Chapter 15

POLICE DEPARTMENT

ARTICLE I

Establishment; General Regulations

- § 15-1. **Creation; composition.**
- § 15-2. **Appointments and promotions.**
- § 15-3. **(Reserved)**
- § 15-4. **Designation of appropriate authority.**
- § 15-5. **General powers and duties.**
- § 15-6. **(Reserved)**
- § 15-7. **(Reserved)**
- § 15-8. **(Reserved)**
- § 15-9. **Rules and regulations.**
- § 15-9.1. **Civilian rules and regulations.**
- § 15-10. **(Reserved)**
- § 15-10.1. **(Reserved)**
- § 15-10.2. **Uniform.**
- § 15-10.3. **(Reserved)**
- § 15-10.4. **(Reserved)**
- § 15-10.5. **Residency requirements.**
- § 15-11. **(Reserved)**
- § 15-12. **Police matron.**
- § 15-13. **Terms of office; removal.**
- § 15-14. **(Reserved)**
- § 15-15. **Qualifications of members.**

BARNEGAT CODE

**§ 15-16. (Reserved)**

**§ 15-17. (Reserved)**

**§ 15-18. Employment of off-duty police officers.**

**§ 15-19. (Reserved)**

**§ 15-20. (Reserved)**

**§ 15-21. (Reserved)**

**§ 15-22. (Reserved)**

**§ 15-23. (Reserved)**

**§ 15-24. (Reserved)**

**§ 15-25. (Reserved)**

ARTICLE II  
(Reserved)

**§ 15-26 through 15-28. (Reserved)**

ARTICLE III  
Police Clerk

**§ 15-31. Clerk as Police Department member;  
compensation.**

**§ 15-32. Repealer.**

**§ 15-33. When effective.**

**§ 15-29. Position established.**

**§ 15-30. Responsibilities.**

§ 15-1

POLICE DEPARTMENT

§ 15-2

**[HISTORY: Adopted by the Township Committee of the Township of Union (now Barnegat); Article I, 3-29-76 as Ord. No. 7;<sup>1</sup> Article II, 8-7-78 as Ord. No. 1978-20, amended in its entirety 8-21-78 by Ord. No. 1978-23; Article III, 12-17-79 as Ord. No. 1979-38. Other amendments noted where applicable.]**

GENERAL REFERENCES

Salaries — See Ch. 22.

Be it ordained by the Township Committee of the Township of Barnegat, in the County of Ocean and State of New Jersey:

A R T I C L E I

**Establishment; General Regulations**

**[Adopted 3-29-76 as Ord. No. 1976-7]**

**§ 15-1. Creation; composition. [Amended 5-22-78 by Ord. No. 1978-13; 5-22-78 by Ord. No. 1978-14; 95-78 by Ord. No. 1978-33; amended 8-4-03 by Ord. No. 2003-24]**

There is hereby created a Police Department for the Township of Barnegat, which shall consist of the Chief of Police, whose office is hereby created, and such other subordinate officers for which the governing body of Barnegat Township may from time to time provide.

**§ 15-2. Appointments and promotions. [Amended 5-22-78 by Ord. No. 1978-13; 5-22-78 by Ord. No. 1978-14; 3-3-80 by Ord. No. 1980-5]**

A All appointments and promotions to and within the Barnegat Township Police Department shall be made in accordance with the Rules, Regulations and Procedures

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<sup>1</sup>Editor's Note: This ordinance supersedes former Ch. 15, Police Department, adopted 4-7-66, as amended.

§ 15-1

## POLICE DEPARTMENT

§ 15-2

of said Department approved and adopted by the Township Committee. All promotions and appointments shall be made by the Township Committee upon the recommendation of the Chief of Police based upon the criteria in the Rules, Regulations and Procedures of the Barnegat Township Police Department. Should the Township Committee choose to appoint or promote an officer without the recommendation from the Chief of Police, said promotion shall require the unanimous vote of the members of the Township Committee, and the resolution of the promotion is to include specific reasons for the Committee's decision to promote without the benefit of a recommendation from the Chief of Police.

- B. Notwithstanding the provisions of Subsection A above, no person shall be given or accept a permanent appointment as a police officer in the township unless he has successfully completed a police training course at a school approved and authorized by the Police Training Commission in the Department of Law and Public Safety of the State New Jersey pursuant to the provisions of N.J.S.A. 52:17B-66 et seq.
- C. Patrolmen, when appointed to the Department, shall be probationary for a minimum of one (1) year. Said appointment may be terminated, extended or made permanent as provided for in the Rules, Regulations and Procedures of the Barnegat Township Police Department.
- D. All promotions within the Department shall be probationary for a period of six (6) months. At the end of said probationary period, the appointment shall be made permanent, the officer shall revert to his former rank or the Chief of Police may extend the probationary period for an additional six (6) months.
- E. No promotion shall be effective unless proper budget allocations exist in the present year's budget to fund such promotional status.

§ 15-2

POLICE DEPARTMENT

§ 15-2

F. The Township Committee may appoint such special officers as it deems appropriate pursuant to N.J.S.A. 40A:146.10 et seq. [Added 3-18-02 by Ord. No. 2002-06]

# RELEVANT BARNEGAT TOWNSHIP POLICE RULES AND REGULATIONS

*Barnegat Township Police Department Rules and Regulations Revised 2007*

**BARNEGAT TOWNSHIP POLICE DEPARTMENT**

**RULES AND REGULATIONS**

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**1:2.5 Flexibility of System**

*Barnegat Township Police Department Rules and Regulations Revised 2007***2:3 UNIT RESPONSIBILITIES**

**2:3.1 OFFICE OF CHIEF\_-** The Department of Police shall be headed by the Chief. He shall be responsible for maintenance, regulation and control of such department, and prescribing and establishing rules and regulations for operation, government and discipline thereof according to State law and Municipal ordinances that may apply. The Chief of Police is responsible for general direction, control and supervision of the police department as authorized and provided for by State law, Municipal ordinances and those rules that apply

**2:3.2 Deleted**

**2:3.5 GENERAL –** Duties and responsibilities are not limited to those listed herein. Other duties and responsibilities may be assigned as necessary to accomplish the objectives of the department.

**2:4 ORDER OF RANK**

**2:4.1 RANK ESTABLISHED\_-** Rank in the Police Department of the Township of Barnegat as established by Township Ordinance shall descend in the following order:

- (a) Chief of Police
- (b) Deputy Chief ( deleted)
- (c) Captain of Police
- (d) Lieutenant of Police
- (e) Sergeant of Police
- (f) 1<sup>st</sup> Grade Detective
- 2<sup>nd</sup> Grade Detective
- Patrolman

**2:4.2 RANK AND SENIORITY\_-** When officers are of the same rank, they shall rank according to their seniority determined by time in rank. When two or more officers are appointed to the same rank according to his respective position on the eligibility list which determined the order of his appointment to that rank.

**2:4.3 GRADES OF DETECTIVES\_-** The Criminal Investigation Division will have Detectives in two (2) grades:

- (a) Detective First Grade (Appointed by Ordinance)
- (b) Detective Second Grade (Assignment)

Clothing allowance and Detective expenses will be same for all grades.

**2:4.4 ELEVATION TO DETECTIVE FIRST GRADE\_-** After a Detective Second Grade has completed one year of satisfactory performance he



*Barnegat Township Police Department Rules and Regulations Revised 2007*

shall be automatically appointed to the position of Detective First Grade.

This elevation shall be made only with the recommendation of the Chief Of Police and shall be contingent upon two satisfactory evaluations by the Detective's Commanding Officer and a satisfactory evaluation by the Chief Of Police.

**2:5 COMMAND AND SUPERVISORY  
RESPONSIBILITY AND AUTHORITY**

**2:5.1 CHIEF OF POLICE** – The Chief of Police shall be the head of the Department and shall be the final department authority in all matters of policy, operations and discipline, and shall:

- a) Be the executive and responsible officer and administrative head of the Police Department of the Township of Barnegat, who shall have full charge and management of the Department and of the other officers and employees in said Department, subject to the applicable laws relating to the Police Departments as determined by Ordinances and the Rules and Regulations set forth by the Township Committee. Such Charge shall include making recommendations to the Township Committee to hire, fire, discipline and promote members and employees within the Department, subject to the laws of the State of New Jersey.
- (b) He shall have the power to promulgate orders to the members of the force not inconsistent with the Statutes and Ordinances in such cases made and provided. He shall have the power to grant temporary leaves of absences to Department members and employees if said leaves shall not be detrimental to the general welfare of the Department and have approval of the Township Committee.
- (c) Chief of Police is considered to be on duty at all times. In the event that he is unavailable at any time, he shall, by directive, designate the next ranking officer so designated, the person who shall be in charge of the Department during the unavailability of the Chief of Police.
- (d) He shall hold himself available for consultation and advise to the Township Committee, Municipal officials and Municipal Boards or Commissions or agencies and shall prepare and present to the Township Committee short and long range planning recommendations for the development and improvement of the Police Department.
- (e) He shall render to the Township Committee such reports recommendations or other documents as may be required at regular intervals or upon special requests therefore.
- (f) He shall prepare budget recommendations for the Department and shall have full charge and management of the properties and equipment belonging to or assigned to the Department of Police.
- (g) Administer the work of the Department through the divisions established by this Ordinance and such other units of administration as he may find necessary or desirable.
- (h) Delegate such of his powers as he may deem necessary for the

*Barnegat Township Police Department Rules and Regulations Revised 2007***CHAPTER SIX****6:1 PROMOTIONAL REQUIREMENTS****6:1.1 DECISION TO PROMOTE**

All promotions shall be made by the Township Committee upon the recommendation of the Chief of Police, who has the right to select any one of the top three candidates.

**6:1.2 REQUIREMENTS FOR PROMOTION**

Consideration for promotion will be made only after the following requirements are met:

- a) For the rank of Sergeant - Officer must have completed three years of service as a full-time regular police officer on the Barnegat Township Police Department. Service time as a Special Law Enforcement Officer Class II will not count towards the three year requirement.
- b) Prior to being considered for the rank of Lieutenant and above the officer must have completed one year in-grade.
- c) The following competitive testing procedure shall apply to all promotions within Barnegat Township Police Department with each part comprising one third of the final grade. These three procedures will help to determine the promotional potential of the candidates.
  - 1) The candidate is required to pass a written test with an overall minimum to be set by the independent testing authority. The score shall represent one-third of one hundred percent of the final score.
  - 2) Oral Examination - The score determined by the independent testing authority will represent one-third of one hundred percent of the overall score.
  - 3) Evaluations - The evaluations for a three year period or the six most recent, whichever pertains, shall be averaged and a score obtained. The score shall represent one-third of one hundred percent of the final score. A numerical scoring table for the evaluations will be determined by the Chief of Police prior to the testing process.

In the case of only three candidates or less the Chief of Police may waive any or all parts of the competitive testing procedure and an appointment can be made on the recommendation of the Chief.

*Barnegat Township Police Department Rules and Regulations Revised 2007*

**6:1.3 PROMOTIONAL ELIGIBILITY LIST**

**A promotional eligibility list will be maintained for a period of two years from the posting of the final scores for all candidates who qualify.**

**6:1.4 PROBATIONARY PERIOD**

**All promotions within the Department shall be for a Probationary Period of one year. If, at the discretion of the Chief of Police, it is deemed necessary, he may extend the probationary period for an additional year. At the termination of the probationary period the officer's promotion shall either be made permanent or the officer shall revert back to his former rank.**