

AGREEMENT

between

**TOWNSHIP OF OCEAN
COUNTY OF MONMOUTH**

and the

**SUPERIOR OFFICERS ASSOCIATION
of the
OCEAN TOWNSHIP POLICE DEPARTMENT**

for the period

JANUARY 1, 2016 through DECEMBER 31, 2017

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PREAMBLE

THIS AGREEMENT, made by and between the **TOWNSHIP OF OCEAN**, Monmouth County, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "**Township**" or "**Employer**" and **SUPERIOR OFFICERS OF THE TOWNSHIP OF OCEAN POLICE DEPARTMENT**, hereinafter referred to as the "**S.O.A.**," represents the complete and final understanding on all bargainable issues between the Township and the S.O.A.

Revised – 1994

ARTICLE I
RECOGNITION

Section 1. The Township recognizes the S.O.A. for the purposes of collective negotiations as the exclusive representative of all regular full-time Sergeants and Lieutenants of the Police Department of the Township of Ocean now employed, or hereafter employed, excluding the Chief of Police, the Deputy Chief, Patrolmen and all civilian employees.

Section 2. This agreement shall be binding upon the parties hereto.

Revised – 1984
Revised – 2008

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

- Section 1.** Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties. The authorized bargaining agent for the Township shall be determined by the Township Manager. The authorized bargaining agents of the S.O.A. shall consist of a representative(s) of each grade of Sergeant or Lieutenant, providing however, said Sergeant or Lieutenant are members of the Association.
- Section 2.** The number of employees representing the S.O.A. shall not exceed four (4) excluding the Association's attorney and/or labor relations consultant(s).
- Section 3.** Not more than two (2) employees of the Township who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments without loss of pay each for a period of not more than six (6) meetings.

Revised – 2008

ARTICLE III

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

Section 1. Grievance Committee - The Association Grievance Committee shall conduct business of the committee which business consists of conferring with employees and management on specific grievances in accordance with the grievance procedures set forth herein on the committee member's own time except that one (1) committee member may participate in grievance procedures set forth herein, during the duty hours of the members, without loss of pay, provided the conducting of the business shall not diminish the effectiveness of the Department of Police or require the recall of off-duty employee(s) to maintain the effective operation of the Department.

ARTICLE IV

DISCRIMINATION AND COERCION

Section 1. Pursuant to Chapter 303, Public Law of 1968 as amended, the Township agrees that every superior officer shall have the right freely to organize, join and support the S.O.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities pursuant to Chapter 303 or for mutual aid protection.

ARTICLE V

MANAGEMENT RIGHTS

The Township hereby retains and reserve 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:

a. The executive management and administrative control of the Township government and its properties of its employees.

b. To establish reasonable work rules in written form, to be supplied to each member of the Association. In addition, the Chief of Police shall have the right to issue oral work rules.

c. 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.

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

e. In the exercise of the foregoing rights and powers, authority, duties or responsibilities of the Township, 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 to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of New Jersey and of the United States and the ordinances of the Township of Ocean.

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

g. In the event of a conflict between any provision of this Agreement and any existing ordinance, resolution, rule or regulation of the Township, the provision of this Agreement shall govern.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Purpose

- A. The purpose of this Article is to set forth a grievance procedure by means of which superior officers, or the Association, may appeal the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them.
- B. It is agreed that the procedure set forth herein will be kept as informal as may be appropriate. Furthermore, nothing contained herein shall limit the right of an aggrieved employee to discuss his grievance informally with the appropriate member of the departmental supervisory staff, and have the grievance adjusted or settled, without the intervention of the Association.

Section 2. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving employee grievances, (as the term is described in Section 1) and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE

The aggrieved shall institute action under the provisions hereof within twenty-five (25) calendar days after the event giving rise to the grievance occurred.

The aggrieved shall present his grievance to his Division Commander for the express purpose of resolving the matter informally. In no case shall the Division Commander resolve a grievance in a manner that would modify the language, purpose or intent of this collective bargaining agreement.

If the grievant is not satisfied with the handling or the result of the grievance, he may then immediately proceed to STEP TWO.

STEP TWO

If the grievance is not settled at STEP ONE, the grievant may make a written request for a meeting within ten (10) calendar days after receiving the answer from STEP ONE. Said second step meeting will be between the grievant and a representative of the Association (S.O.A.), if he so requests, and the Chief of Police or his designee. This meeting will be within five (5) calendar days after the request is received. The Chief's answer to the grievance will be hand delivered to the Association and the grievant in writing within ten (10) calendar days after the meeting.

ARTICLE VI - GRIEVANCE PROCEDURE (continued)

STEP THREE

If the grievance is not settled at STEP TWO, the grievant may within ten (10) calendar days notify the Township Manager in writing that he is requested to hear and rule on the aggrieved matter. A meeting shall be set within fifteen (15) calendar days after the Township Manager receives the request that he hear and rule on the aggrieved matter. The grievant may, at his request, have an Association representative and/or an attorney present at this meeting. This intention shall be made known to the Manager prior to the scheduling of the hearing. The grievant and the Association will receive the Township Manager's answer and findings in writing, within ten (10) calendar days after the THIRD STEP meeting.

Section 3.

A. Final Decisions

It is agreed that a dispute concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law shall not proceed to arbitration and that the final decision shall rest with the Township Manager upon the completion of STEP THREE of this Article.

1. Nothing contained herein as stated in Section 3.A. shall limit a member or the Association (S.O.A.) of their rights to:
 - a. File an unfair labor practice complaint with the Public Employees Relations Commission (PERC).
 - b. File a complaint in a court of law, in accordance with statutory provisions. It would be the responsibility of the aggrieved to pay for legal fees should a complaint be filed in court.
- B.1. A controversy or dispute arising between the parties hereto involving the interpretation, application, or administrative decision of any provision of this Agreement that affects a member or this Association shall, at the request of either Association (SOA) or the Township, be referred to either the Public Employees Relations Commission (PERC) or the New Jersey Board of Mediation for arbitration within fifteen (15) calendar days after receiving the Township Manager's written answer in STEP THREE or from the date upon which the answer was due.

ARTICLE VI - GRIEVANCE PROCEDURE (continued)

2. After hearing the dispute, the arbitrator shall render his decision within thirty (30) days after the final date of the hearing, which decision shall be final and binding upon the parties.
3. The cost of an arbitrator shall be borne equally by the Township and the Association.
4. The arbitrator appointed under the above procedure shall interpret the provisions of this Agreement. He shall have no powers to expand upon or reduce the obligations of the parties under this Agreement.

Revised – 1993
Revised – 2004

ARTICLE VII

APPOINTMENT, DEMOTION, DISCHARGE AND SUSPENSION

- Section 1.** It is understood and agreed that there will be a six (6) month probationary period following the effective date of the appointment for Sergeants and Lieutenants.
- Section 2.** No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with provisions hereinafter set forth in Article VI, entitled "Grievance Procedure".
- Section 3.** Upon any suspension, demotion, discharge or any other appropriate disciplinary action against any employee of this Association, a copy of such charges shall be forwarded to the President of the Association within five (5) working days after any such action against said employee is taken by the Township.
- Section 4.** Sections 2 and 3 of this Article shall apply to promoted officers who are in probationary status, except that in the event of demotion said promoted officer shall not proceed to arbitration, but rather the final decision shall rest with the Township Manager as provided in Article VI, Section 3A.

Revised – 1994
Revised – 2004
Revised – 2008

ARTICLE VIII

PERSONNEL FILES

No material or writings relating to an employee's conduct, service, character or personality shall be placed in the said employee member's personnel file unless it is signed by the person submitting the information before it is incorporated into his file. The employee may, if in disagreement with the contents thereof, make an objection thereto in writing, together with supporting proofs. Any employee shall have the right, at reasonable times, to examine his personnel file.

ARTICLE IX

WORKING HOURS

- Section 1.** The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee service continuously throughout the seven (7) day week, and that the standard work week shall consist of forty (40) hours of work. Shifts will be scheduled with a minimum of one shift off between shifts worked.
- Section 2.** The work week shall consist of forty (40) hours of shift based on a schedule to be approved by the Chief of Police or his designee.
- Section 3.** Overtime pay as hereinbefore or hereinafter referred to shall consist of payment at the rate of one and one-half (1½) times the employee's base salary and longevity pay added thereto. The hourly rate of the employees shall be computed by dividing the base salary and longevity by 2080 hours, and for the purpose of calculating overtime for Sergeants, then multiplied by 1.5.
- Section 4.** Sergeants who work overtime that has been approved by the Chief of Police or his designee shall be compensated for such overtime work, and said compensation shall commence fifteen (15) minutes after the tour of duty of the employee has ended. In the event a Sergeant is called back for emergency duty by the Chief of Police or his designee, overtime pay shall be paid to said employee. Any member of the S.O.A. hereinafter referred to who shall be required to work after having completed his forty (40) hour work week, shall be paid at the rate of time and one-half (1½) for such time exceeding forty (40) hours, as recited in Section 3 herein. In the event that a member of the S.O.A. shall be called back for emergency duty, such employee shall receive not less than two (2) hours overtime pay. If weapons qualification takes place during off-duty hours, employees shall report directly to the qualifying site and shall receive four (4) hours of overtime pay. Employees who must return, due to failure, for re-qualification will do so on their own time, without additional pay.
- Section 5.** Lieutenants who work overtime shall be eligible for the same benefits outlined as in Section 4 except they shall receive compensatory time unless the Township elects to grant overtime pay. All compensatory time earned shall be used before the end of the calendar year following the year in which it is earned unless scheduling conflicts prevent this from occurring.

ARTICLE IX - WORKING HOURS (continued)

Section 6. Overtime compensation pay at the rate set forth in Section 3 of this Article will be paid to any member of the S.O.A. having the rank of Sergeant for the following: Required attendance as part of official duties at any court or administrative body or tribunal, excepting that, time which shall constitute the usual and normal police officer's regular tour of duty. When required attendance as aforesaid relates to Municipal Court, there shall be a guaranteed minimum of two (2) hours overtime compensation. When required attendance as aforesaid relates to County Courts, there shall be a guaranteed minimum of two (2) hours overtime compensation. Officers working Shift 1 shall have the option of remaining on duty when required to report for County Court at 9:00 a.m. and be paid a four-hour minimum in this instance.

Section 7. Sergeants shall be paid overtime when required to attend grievance hearings. The Township of Ocean reserves the right to recoup said overtime payment from the grievant.

Section 8.

- A. After the third incident of any change in schedule for which there is not at least seven (7) calendar days' advance notice, Sergeants will be qualified to be paid time and one half for those hours worked outside the original schedule. This shall not apply to any shift change initiated by employees which are approved by supervisory personnel. The word "Incident" is hereby defined as any change from the Sergeant's normal shift to any other shift for which he had not been previously scheduled.
- B. An employee may voluntarily allow his shift or day off to be changed in return for a more favorable shift or day off, or to satisfy an administrative scheduling problem. However, the employee will have the right to refuse this request to change. If then ordered to change his shift or day off, the criteria in Section 9.A. of Article IX would apply. A voluntary switch shall not count as an incident in Section 9.A.

Section 9. Employees may initiate shift or day off changes between themselves, subject to approval by supervisory personnel. Supervisory personnel shall not arbitrarily deny requested switches.

Section 10. Sergeants may receive compensatory time in lieu of overtime payment for time spent performing duties in excess of forty (40) hours per week with the approval of the Chief of Police or his designee. Compensatory time may be accumulated at a rate of one and one-half (1½) times the number of hours worked. The Township may grant compensatory time to

ARTICLE IX - WORKING HOURS (continued)

Sergeants for duties associated with Crime Prevention, Police Explorer supervision, or L.E.A.D. All compensatory time earned shall be used before the end of the calendar year following the year in which it is earned unless scheduling conflicts prevent this from occurring.

Section 11. If a Lieutenant is required by a higher ranking officer to work overtime to serve as shift commander, the Lieutenant would be eligible to elect overtime pay in lieu of compensatory time for up to seventy-two (72) hours in any calendar year.

Section 12. In recognition of the time devoted by Sergeants and Lieutenants in the Patrol/Field Operations and Criminal Investigation Bureau in the preparation for squad briefings, personnel assignments and other similar pre-shift activities, four (4) hours of compensatory time per each full calendar quarter worked in this capacity will be granted to these Sergeants and Lieutenants.

Revised – 1994
Revised – 1998
Revised – 2001
Revised – 2004
Revised – 2008
Revised – 2012
Revised – 2016

ARTICLE X

COMPENSATION

Section 1. The salary schedule for all employees represented by the Association shall be as shown in Schedule A attached hereto and made a part hereof.

Section 2. All employees shall be eligible for a merit adjustment. When an employee receives a performance rating of "meets standards" or better for the year preceding the evaluation, the supervisor will authorize issuance of a merit adjustment in accordance with the following:

- A. Any merit adjustment awarded shall be for only the preceding year's performance, and not affected by previous or future evaluations which will stand alone, and shall be paid in the following manner:
 - 1. It shall be paid over the subsequent twelve-month period in equal payroll installments from the anniversary date of hire of each employee.
 - 2. In the final year of employment it shall be paid in accordance with Section 2.A.1. above between the anniversary date of hire and the final date the employee was on the payroll, and at that time any unpaid portion of the employee's merit adjustment shall be paid in one "lump sum" installment.

B. The merit schedule shall be as follows:

Meets Standards	Above Standards	Superior
\$600	\$700	\$800

C. In the first year of an employee's service to the Township, any merit pay awarded shall be pro-rated to reflect the number of months worked.

Section 3. Associate and Baccalaureate Degree Program

- A. Full-time, permanent employees shall be eligible for an additional pay of two hundred fifty dollars (\$250) per annum for having obtained an Associate of Arts or Associate of Science Degree; or five hundred dollars (\$500) per annum for having obtained a Bachelor of Arts or Bachelor of Science Degree from an accredited college or university under the following conditions:
 - 1. Said degrees are granted with a major and/or minor course of study in Criminal Justice, Business Administration, Psychology, Sociology, or Social Sciences;
 - 2. Proof of said degree is presented to the Chief of Police;
 - 3. Following authorization by the Chief of Police, said sum shall be added to the officer's base pay for pension purposes and for overtime pay calculations.

ARTICLE X - COMPENSATION (continued)

Section 4. Differential Program

Effective January 1, 2012, the differential payment will be eliminated and will be included in base salary as part of the regular compensation and paid in the regular payroll schedule in equal installments.

Section 5. Supervisory Differential Program

- A. In recognition of each officer's unique supervisory responsibilities, each full-time, permanent supervisor shall be eligible for an additional Supervisory Differential to be paid in conjunction with the regular payroll schedule in accordance with the following schedule:

2016 - \$1,200/year

2017 - \$1,200/year

Revised – 1993
Revised – 1996
Revised – 1998
Revised – 2001
Revised – 2004
Revised – 2008
Revised – 2012
Revised – 2016

ARTICLE XI

LONGEVITY

Section 1. Each employee shall be paid in addition to his/her current annual salary, a longevity increment based upon his/her years of employment as a sworn police officer for either the Township of Ocean, the NJ State Police or any other New Jersey public entity which, as of January 1, 1996, required possession of a basic (regular) police officer Police Training commission certificate in accordance with the following schedule:

LONGEVITY SCHEDULE FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 2012 ⁽¹⁾

<u>Upon Completion of Years of Service</u>	<u>2016</u>	<u>2017</u>
6	\$3,213	\$3,277
9	\$4,284	\$4,370
12	\$5,355	\$5,462
15	\$6,426	\$6,554
18	\$7,497	\$7,647
21	\$8,568	\$8,739
24	\$9,639	\$9,832

LONGEVITY SCHEDULE FOR EMPLOYEES HIRED AFTER DECEMBER 31, 2011 ⁽²⁾

<u>Upon Completion of Years of Service</u>	<u>2016</u>	<u>2017</u>
11	\$3,213	\$3,277
14	\$4,284	\$4,370
17	\$5,355	\$5,462
20	\$6,426	\$6,554
23	\$7,497	\$7,647
26	\$8,568	\$8,739
29	\$9,639	\$9,832

(1) The above is based on 3% of the maximum salary beginning upon the completion of the sixth year of service, with 1% increased for each additional three years of service capped at 9% upon completion of 24 years of service.

(2) The above is based on 3% of the maximum salary beginning upon the completion of the eleventh year of service, with 1% increased for each additional three years of service capped at 9% upon completion of 29 years of service.

ARTICLE XI - LONGEVITY (continued)

The Township may extend full or partial credit for prior service for any other in or out of State law enforcement service at the sole discretion of the Township Manager.

Section 2. In addition to the foregoing schedule of increments, the Township shall provide one hundred percent (100%) credit beginning 1992 for any officer's time of employment as a dispatcher for the Township of Ocean which immediately preceded their employment as a Township of ocean police officer. This provision shall only apply to those personal employed as police officers as of January 1, 1992.

Section 3. Each officer of the Police Department shall qualify for the longevity increment during the next regular pay period following said employee's anniversary date of employment, and such increment shall be paid from and after such date.

Revised – 1993
Revised – 1996
Revised – 1998
Revised – 2004
Revised – 2008
Revised – 2012
Revised – 2016

ARTICLE XII

SICK LEAVE

Section 1. Sick leave is defined as any absence from duty because of an illness or disability not arising out of an employee's course of employment.

- A. Sick leave may be used for the following:
 - 1. Personal illness.
 - 2. When a member of the employee's immediate family, defined below, is ill and requires the presence of the employee.
 - 3. In the case of a male employee fathering a newborn child, that employee is entitled to five consecutive days off taken as sick leave, inclusive of any scheduled days off. Any additional time off shall be in accordance with either other Township paid time off provisions (other than sick leave) or the Family and Medical Leave Act.

- B. Sick leave may not be used for the following:
 - 1. Dental or medical treatment or office visits, except when that treatment is incidental to a period of continuous personal illness or an acute emergency or the employee has satisfied his superior officer that no other arrangements were practicable.

- C. Immediate family, for the purposes of the Article is defined as mother, father, spouse and child, and sister, brother, or a child of a sister or brother when the employee is the sole support of the sister, brother, or child and if said child is under twenty-two (22) years of age.

Section 2.

- A. For employees hired before January 1, 1988, fifteen (15) days paid sick leave will be posted to every eligible employee on January 1st of each year of employment with the provision that, if at the time of separation from service the employee has used sick leave days in excess of an accrual of one and one quarter (1 1/4) days for each full month of service completed, said excess days shall be deducted from the employee's last pay check.

- B. For employees hired after January 1, 1988, twelve (12) days paid sick leave will be posted to every eligible employee on January 1 of each subsequent year of employment with the provision that, if at the time of separation from service the employee has used sick leave days in excess of an accrual of one (1) sick day for each full month of service completed, said excess days shall be deducted from the employee's last pay check.

ARTICLE XII - SICK LEAVE (continued)

Section 3. Any amount of sick leave, as provided for above, not used in any calendar year, shall accumulate to the employee's credit from year to year to be used, if any, when needed in accordance with the aforementioned provisions.

Section 4. Any employee must promptly notify the superior officer on duty of his intended absence from work. Notification shall be made before the employee's usual starting time, except in such case where because of the emergent nature of the illness, notifications cannot be made as herein set forth.

Section 5. The Township Manager, Police Chief or his designee may require:

- A. A certificate from a licensed physician as proof of illness;
- B. In the case of leave due to exposure to contagious disease, a certification from the Department of Health or any person licensed by the State of New Jersey to practice medical arts;
- C. An employee who is absent because of personal illness may be required to be examined, to verify said illness, at the expense of the Township by the Township Physician or at the employee's request, at the employee's expense by any person licensed by the State of New Jersey to practice medical arts.
- D. An employee who has been absent because of personal illness may be required to be examined, at the expense of the Township, by the Township Physician or any person licensed to practice the medical arts in the State of New Jersey as a condition of his return to duty. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Section 6. In Lieu Payment of Sick Leave at Retirement

- A. An employee upon receiving a special, service, accidental, or ordinary disability (but not deferred) retirement under the statutes of the State of New Jersey, shall be eligible to receive a payment, equal to accumulated sick leave benefits at one hundred percent (100%) his rate of pay at retirement, up to a maximum of one hundred (100) days.
- B. Any employee shall also be eligible to receive payment equal to additional accumulated sick leave benefits at twenty-five percent (25%) of this rate of pay up to a maximum of one hundred and fifty (150) days. In no event shall an employee receive payment for more than two hundred fifty (250) days under paragraphs A & B.
- C. As an alternate to post-retirement payment of the severance benefit outlined in Sections A and B above, an employee who has completed 22 years or more of pensionable service may elect to take a portion of his/her sick leave severance benefit prior to retirement. Any employee electing this option shall make a one time election for how this payment is to be made once they have completed 22 years or more of pensionable service. At the time of this election, the number

ARTICLE XII - SICK LEAVE (continued)

of days that the employee will be eligible to receive as an early sick leave severance benefit shall be equal to 40% of the days in the employee's sick leave bank not to exceed 100 days of sick leave severance payment. The employee would then be able to elect to receive no more than one-third of this amount in each of the succeeding three calendar years. The employee could elect to take a lesser percentage and/or spread these payments out over a period of time greater than three years. Example: An employee who had completed 22 years of pensionable service and had 220 days of accumulated sick leave would be entitled to up to 88 days (40% of 220 days) of early sick leave severance payments. He/she could take up to 29 days of sick leave severance in year one, 29 days in year two and 30 days in year three. If he/she expected to work another four years, he/she could elect to take 22 days of sick leave severance in each of the next four years. These 88 days would count against the first 100 days of sick leave severance referenced in Section A above.

- D. Any employee who has not elected to utilize the benefit in XII.6.C. above may elect to receive cash payment in full or early retirement or a combination thereof. An employee who has completed 25 years of pensionable service may alternatively receive up to 40% of the sick days banked but not to exceed 100 days of sick leave pay with the remainder of the sick leave severance being paid upon retirement (up to an additional 37½ days pay representing 25% of the 101st day of accumulated sick leave through the 250th day of accumulated sick leave) subject to the following conditions:

Notice of the intent to exercise this option is received on or before November 1 of the year preceding the year in which payment would be made.

1. Payment would be made in accordance with the rate of pay in effect in the year of receipt.
 2. Employees exercising this option would no longer be eligible to receive donated days per Article XIV.5.
- E. In addition to the options of taking their sick leave severance benefit in full as referenced in Section A above, employees may elect to receive any balance or sick leave severance due at retirement in equal bi-weekly installments over a period not to exceed 36 months. This shall be a one time election at the time of retirement and will not be able to be changed. The payment shall be made at the rate of pay in effect on the date of the retirement.
- F. In the event a member employee should die prior to retirement, the employee's beneficiary, as designated by the NJ Police and Fire Pension System, shall receive cash payment for accumulated sick leave utilizing the formula provided for in Sections 6.A. and 6.B.
- G. An employee may elect to receive cash payment in full or early retirement or a combination thereof.

ARTICLE XII - SICK LEAVE (continued)

Section 7. Sick Leave Incentive

Employees who utilize no sick time beginning in 2016 shall receive 24 hours straight compensatory time which shall be taken the following calendar year or be forfeited.

Revised – 1986
Revised – 1988
Revised – 1998
Revised – 2004
Revised – 2008
Revised – 2016

ARTICLE XIII

MATERNITY LEAVE

Section 1. Female police officers shall advise their employer of a pregnancy. The rights of a police officer shall include but not be limited to the following provisions:

- a. The female police officer shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. The doctor shall be a physician of the female police officer's own choosing.
- b. In addition to the other provisions of this Article, the female Police Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the time period of her pregnancy and the period following childbirth.
- c. Upon returning from maternity leave, the officer shall be returned to work without loss of seniority or benefits.

Section 2. Both male and female police officers shall be permitted such time and such terms and conditions as are provided under the Federal Family Leave Act and the New Jersey Temporary Disability Benefits Law.

Added – 2008

ARTICLE XIV

VACATIONS

Section 1. Each employee who has had the time of continuous employment recited in the following table shall be entitled to the working time shown as a vacation with pay at his regular compensation rate:

Year in Which Anniversary <u>Reached</u>	Employees Hired After <u>1/1/88</u>	Employees Hired Before <u>1/1/88</u>
1st - 5th	12 days	12 days
6th - 10th	16 days	18 days
11th - 15th	18 days	20 days
16th - 20th	21 days	24 days
21st - 25th	23 days	26 days
26th and beyond	26 days	28 days

* The above days are to be considered working days.

Section 2. Vacation shall be credited as of January 1 of each calendar year and will be considered earned as of the anniversary date except for retiring employees in which case it will be considered earned as of Jan. 1.

Section 3. In addition to the vacation schedule hereinabove referred to, each employee shall receive credit for one hundred percent (100%) of employment as a full-time employee for the Township of Ocean or as a sworn police officer for either the Township of Ocean, the NJ State Police or any other New Jersey public entity which, as of January 1, 1996, required possession of a basic (regular) police officer Police Training Commission certificate, for the purpose of calculating the employee's years of service to determine the amount of vacation time to which the employee shall be entitled. The Township may extend full or partial credit for prior service for any other in or out of State law enforcement service at the sole discretion of the Township Manager.

Section 4. Vacations shall be taken within the year of entitlement.

Section 5. With the exception of the first annual anniversary date, vacations may be scheduled at any time subsequent to the calendar year of an annual anniversary date; that is, the vacation may be deferred until the actual anniversary date. Vacations shall be taken within the year of entitlement, except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year; but not consecutively with the vacation to which entitled for the second anniversary date.

ARTICLE XIV - VACATIONS (continued)

Section 6. In order not to hamper proper and efficient police operations, both parties agree that the schedule of vacations shall be left to the Chief of Police or his designee, but the selection of vacation time shall be based on seniority within divisions, bureaus and squads.

Revised – 1988
Revised – 2004

ARTICLE XV

HOLIDAYS

Section 1. The following shall be recognized as holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Friday following
Memorial Day	Thanksgiving Day
July 4th (Independence Day)	Christmas Day

Section 2.

- A. The holidays herein above referred to shall be given to the employees as compensatory time except that employees may be paid for up to five days pay at straight time in return for forfeiting up to five days of compensatory holiday time. To be paid for compensatory holiday time, employees must notify the Chief of Police on or before November 1 of the preceding year. Payment for holiday compensatory time will be made by the Township on or before July 1.
- B. Employees may be compensated at straight time pay for up to five days of holiday time left over at the end of the year the holidays accumulated. Any holidays above these five would be lost and not permitted to be carried over the coming year unless extenuating circumstances dictate that every effort to reasonably use said time was attempted by both the individual and the department's scheduling officer. Payment for holiday compensatory time returned will be made by the Township on or before July 1. Sections 2.A. and 2.B. may not be used together in the same year.

Section 3. Employees shall be entitled to two (2) personal days per year in addition to the holidays authorized in Section 1 of this Article. A request for a personal day shall not be denied if the following conditions are met:

1. There is at least twenty-four (24) hours notice provided to an appropriate supervisory/scheduling party.
2. No other supervisor has already been granted a personal day for the shift that is the subject of the request.
3. That the request is not on one of the designated holidays or on one of up to ten "blackout" dates set by the Chief of Police at least three months in advance.

In the final calendar year of employment, one-half ($\frac{1}{2}$) personal day shall be granted for each three calendar months or part thereof worked. In the final calendar year of employment one-half ($\frac{1}{2}$) personal day shall be granted for each three calendar months or part thereof worked exclusive of benefits provided under Article XII.6 (payment for unused sick leave of up to 137 $\frac{1}{2}$ days).

ARTICLE XV - HOLIDAYS (continued)

Section 4. Should the Township Council or Township Manager, because of a special holiday proclaimed by the President of the United States or the Township Council or Township Manager, close the Township administrative offices thereby giving time off to personnel employed there, the employees covered by this Agreement shall receive equal time off at such time that will not interfere with efficient police operations.

Section 5. Employees covered by this agreement may on a voluntary basis donate up to one holiday per SOA member per calendar year to be contributed to an Ocean Township police officer's holiday leave account in instances where a police officer has exhausted all available time off and continues to be unable to work as certified by a medical doctor.

Revised - 1986
Revised - 1988
Revised - 1996
Revised - 2001
Revised - 2016

ARTICLE XVI

DEATH IN FAMILY

- Section 1.** In the event of a death in his immediate family, permanent employees shall be granted time off without loss of regular straight time pay, not to exceed five (5) days, unless the Chief, in his discretion approves a different concluding time, which approval shall not be unreasonably withheld. Notice of such absence shall be given to the Superior Officer as soon as possible, for the first day of the intended absence. For purposes of definition of this Section, "immediate family" shall consist of father, mother, stepfather, stepmother, spouse, children, stepson, stepdaughter, brothers and sisters.
- Section 2.** In the event of the death of an employee member's mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, the said employee member shall be granted time off without loss of regular straight time pay for three (3) days.
- Section 3.** In the event of the death of an aunt or an uncle of the employee member or his spouse, or death of a grandparent of a spouse the employee member shall be granted the day off of the funeral without loss of regular straight time pay for the purpose of attending the funeral.
- Section 4.** The Township may require reasonable proof of such death. Under extenuating circumstances, the Township Manager may extend the death leave of an employee.

Revised - 1986
Revised - 1988
Revised - 2016

ARTICLE XVII

INJURY LEAVE

Section 1.a. Whenever an employee is incapacitated from duty because of physical injury sustained in the performance of his/her duty, s/he shall receive his salary, less such amounts as shall accrue or be paid to said injured member by worker's compensation benefits. This said salary shall continue during the term and period of temporary compensation benefits as authorized by the worker's compensation statutes of the State of New Jersey. However, any permanent or partial permanent award made to said employee by any worker's compensation court or any other court of competent jurisdiction shall be and remain the property of the said employee and shall not be reimbursed to the employer.

1.b. Beginning July 1, 1996, the Township shall utilize the following formula in calculating employee payroll checks during such periods of time that they are receiving Workers' Compensation Temporary Disability Payments ("W.C.T.D.P.") processed per N.J.S. 34:15-12(a):

Gross wages
less: Worker's Compensation check (to be signed over to Township of Ocean worker's compensation reserve account)

Adjusted gross
less: Taxes and deductions on adjusted gross
Adjusted net

Normal net
less: Adjusted net
Balance due employee from Township of Ocean worker's compensation reserve account

This formula shall continue to be utilized as long as W.C.T.D.P. is in whole or in part tax-free.

Pursuant to N.J.S. 43:16A-15.2, the employer shall continue paying the employee's full pension contribution based on the salary the employee was receiving just prior to the receipt of the W.C.T.D.P. The employee's pension shall not be decreased or affected in any amount because of this section, and the employee's "Compensation". "Final Compensation", "Average final Compensation", etc., as described in N.J.S. 43:16A-1, et. seq., shall not be decreased any amount because of this section.

Additionally, no other provision of this contract, including longevity, overtime, holiday pay, etc., shall be decreased in any amount because of this section.

ARTICLE XVII - INJURY LEAVE (continued)

- Section 2.** An Association member shall, as soon as practicable after a physical injury has occurred, file a worker's compensation petition, and failure to do so shall render this said provision for payment of salary void, and said salary shall cease forthwith.
- Section 3.** The provisions herein recited in the event of a physical injury to a member of the Association shall not exceed the term or period of one (1) year from the onset of said physical injury. The time wherein said member of the Association is not permitted or is unable, by reason of certification by a Township Physician, to perform such duties as shall be directed by the Chief of Police, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said Association member.
- Section 4.** In the event a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined according to the provisions of state law.

Revised – 1996
Revised – 2016

ARTICLE XVIII

FALSE ARREST AND LIABILITY INSURANCE

Section 1. The Township shall at its cost and expense provide false arrest and liability insurance to cover each and every full-time, permanent and probationary employee. The said coverage shall be in the sum of not less than one million (\$1,000,000) dollars per incident for each employee.

Section 2. Whenever a member of the Police Department is made a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the Township shall provide said member with necessary means for the defense of such action or proceeding and in such event, the Township shall satisfy its obligations hereunder by providing services of the Township Attorney, Assistant Township Attorney or outside counsel retained by the municipality who would owe exclusive allegiance to the member. Member may also submit to Township the name of an attorney of his own choice licensed to practice in the State of New Jersey. However, prior to utilizing the services of an outside attorney, an agreement must be reached by the parties as to the services to be rendered and fees and costs thereof which must be reasonable to Township. Nothing herein shall be construed to preclude a member from selecting his own attorney either to assume sole control of the defense or to cooperate with the attorney selected by Township without the consent of Township. In either case, however, the member's selection of counsel without Township concurrence carries with it member's personal obligation to pay legal fees.

Township shall not provide a member with the necessary means for his defense in a disciplinary proceeding instituted against him by Township or in a criminal proceeding instituted as a result of a complaint on behalf of Township. If any such disciplinary or criminal proceeding instituted by or on complaint of the Township shall be dismissed or finally determined in favor of the member, he shall be reimbursed for expense of his defense.

Section 3. The Township shall agree to provide and assume financial responsibility for an attorney, subject to the approval of the Township Manager, to represent Superior Officers in formulating official charges, act as prosecutor if the defendant is represented by legal counsel, or where a counter-complaint is charged by a subordinate.

Revised - 1986

ARTICLE XIX

HOSPITALIZATION AND INSURANCE AND PENSIONS

Section 1. The Township shall continue to provide enrollment in the New Jersey State Health Benefits Program for all employees and their families as defined by the insurance carrier.

Employees will have as their base level of coverage the State Health Benefits Program's NJ Direct 2030 plan ("base level plan"). If the employee selects a plan more costly than the base level plan, then the employee shall pay the difference between the base level plan and the plan selected. Additionally, all employees will be required to comply with the contribution requirements set forth in Chapter 78, P.L. 2011.

Section 2. The Township shall continue to provide for each S.O.A. member with the current group life insurance coverage of six thousand (\$6,000) dollars.

Section 3. The Employer shall provide dental insurance for each employee. The premium to be paid by the Township for dental insurance shall not exceed \$43/month. Any excess will be paid by the insured employee.

Section 4. The Township may at its option change any of the foregoing plans or carriers so long as substantially the same benefits are provided.

Section 5. Pensions

The Township shall continue to make contributions as heretofore to provide pension and retirement benefits to employees covered by this Agreement under the Police and Fireman's Retirement System pursuant to the provisions of the statutes and laws of the State of New Jersey.

Revised – 1994

Revised – 1996

Revised – 2008

Revised – 2012

Revised – 2016

ARTICLE XX

OUTSIDE EMPLOYMENT

- Section 1.** All requests for police related outside employment with or without uniform during the off-duty hours should originate through the Chief of Police or his designee, who shall have the right to reasonably approve or disapprove said request.
- Section 2.** It is understood by the parties that the employee's position on the force shall be considered their primary job. Nothing herein contained shall prevent an employee from engaging in any outside employment on his off-duty hours, providing the same shall not be in conflict with his duties nor interfere with his efficiency or performance as an employee of the Township of Ocean.
- Section 3.** With respect to approved off-duty employment in uniform, the hourly rate shall be set by the Superior Officer's Association. The party contracting for this service shall make the request through procedures established by the Chief of Police and shall make payment to the Township of Ocean through a means established by the Township Council (i.e. escrow or billing). Officers shall receive payment for work during the next payroll processing cycle after the Township's receipt of the funds from the contracting party. The Township shall be entitled to set a reasonable fee for its administration of this program.
- Section 4.** No employee shall engage in any outside employment on a day in which he or she is absent from work due to sickness or injury leave. The exception to this provision shall be if an employee is on terminal retirement leave pursuant to ARTICLE XII.6.G.

Revised – 2001
Revised – 2004

ARTICLE XXI

CLOTHING MAINTENANCE ALLOWANCE

1. A clothing and maintenance allowance in the amount of one thousand one hundred dollars (\$1,100) shall be paid by the Township to all full-time, permanent employees.
2. Payments to said employees will be made on or before 30 June.
3. In the event all or any part of the present uniform is changed, such change shall be borne by the Township and not be considered part of the annual maintenance allowance.
4. The Township shall reimburse employees for watches damaged in the line of duty up to the value of the damage but not to exceed \$50 per item. In addition, the Township shall reimburse employees for prescription eyewear damaged in the line of duty up to the value of the damage but not to exceed \$150 per item.
5. In the year that an employee is separated from service by termination, retirement or resignation, the maintenance allowance shall be pro-rated for the final year of service to reflect the number of months actually worked.

Revised - 1993
Revised - 1996
Revised - 1998
Revised - 2004
Revised - 2008
Revised - 2016

ARTICLE XXII

MISCELLANEOUS

Section 1. Mileage Payment - Employees will be provided with a Township vehicle if one is available or will be reimbursed in accordance with the applicable established Internal Revenue Service rate per mile in the event they use their own motor vehicle for travel to and from required schooling, court appearances in a criminal matter, or in any administrative proceeding which is work-related.

Such reimbursement for vehicle use shall not apply to civil court or non-work related appearances such as grievance hearings, PERC proceedings or pension matters.

Section 2. Working Conditions - The parties shall abide by the provision of N.J.S.A. 34:13A-5.3 and 34:13A-5.4. Disputes arising under this section shall be processed pursuant to N.J.S.A. 34:13A-5.4(c).

Revised – 1984
Revised – 2016

ARTICLE XXIII

REPRESENTATION FEE

WHEREAS, members of the Association are members of P.B.A. Local No. 57:

- A. Should a member of the P.B.A. Local No. 57 being expressly represented by the Association (S.O.A.) for the above mentioned purposes, be removed from, or remove himself from membership of the P.B.A. Local No. 57, he will be required to pay a representation fee in an amount equal to a proportion of the regular Association membership dues, fees, and assessments as certified to the Township by P.B.A. Local No. 57 in accordance with the statutory provisions and the agreement entitled "Agreement Between Township of Ocean, County of Monmouth, and the P.B.A. Local No. 57 of the Ocean Township Police Department Section".
- B. The procedure for said deductions shall take effect and remain the same as so stated in the aforesaid Agreement between the P.B.A. Local No. 57 and the Township of Ocean in their Article V from B. Procedure through and including C. Indemnification.

ARTICLE XXIV

SAVINGS CLAUSE

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

ARTICLE XXV

COMPLETENESS OF AGREEMENT AND DURATION

This **AGREEMENT** constitutes the entire collective negotiating Agreement between the parties, and contains all the benefits to which employees covered by this Agreement are entitled, notwithstanding the established past practices in existence prior to this contract, and includes and settles for the term of this Agreement all matters which were, or might have been, raised in all collective negotiations leading to the signing of this Agreement.

This Agreement shall be in full force and effect as of January 1, 2016, and shall remain in effect to and including December 31, 2017, with the proviso that retroactivity prior to the date of the execution of this Agreement shall extend solely to the increases set forth herein concerning salary, longevity, and other benefits herein increased. Thereafter this Agreement shall remain in full force and effect until a successor Agreement is fully executed by both parties.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals this 27th day of April, 2016.

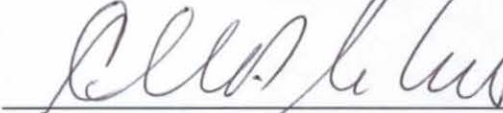
ATTEST:

FOR THE S.O.A.



Sgt. Thomas Burke

FOR THE TOWNSHIP



Christopher P. Siciliano, Mayor



Sgt. Brendan Bruther



Attest: Vincent G. Buttiglieri, Clerk

SCHEDULE A

Section 1. The employer agrees for the term of the contract that there should be a rank differential established between senior patrol officers and the ranks as follows:

- | | |
|---------------|------------------------------|
| A. Sergeant | 10.0% above senior patrolman |
| B. Lieutenant | 20.0% above senior patrolman |

Section 2. The annual salary for each of the positions shown below shall be as follows for 2016 and 2017:

<u>POSITION</u>	<u>2016</u>	<u>2017</u>
Sergeant	\$117,812	\$120,168
Lieutenant	\$128,522	\$131,092

Revised – 1994
Revised – 1996
Revised – 1998
Revised – 2001
Revised – 2004
Revised – 2008
Revised – 2012
Revised – 2016