

AGREEMENT

between

**TOWNSHIP OF OCEAN
COUNTY OF MONMOUTH**

and the

**P.B.A. LOCAL NO. 57
of the
OCEAN TOWNSHIP POLICE DEPARTMENT SECTION**

for the period

JANUARY 1, 2004 through DECEMBER 31, 2007

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PREAMBLE

THIS AGREEMENT, 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 **OCEAN TOWNSHIP POLICE DEPARTMENT P.B.A. LOCAL NO. 57**, hereinafter referred to as the "**Association**" or "**Employee**", represents the complete and final understanding on all bargainable issues between the Township and the Association.

Revised – 1996

ARTICLE I

RECOGNITION

Section 1. The Township recognizes the Association for the purposes of collective negotiations as the exclusive representative of all probationary and regular full time police officers of the Department of Police of the Township of Ocean of the patrol officer rank including those assigned to detective or other duty.

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

Revised - 1981
Revised - 1982
Revised - 1984

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 agent for the Association shall be the President of the Association, if he be from the Township of Ocean Section of Local No. 57, and any number of other employees as designated by the Association.
- Section 2.** The number of employees representing the Association shall not exceed five (5) 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 meeting 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 - 1981
Revised – 1984

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 conduct of such 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. Determinations as to whether the effectiveness or effective operation of the Department would be diminished as aforesaid, are retained and reserved by the Township.
- Section 2.** See Article II, Section 3.
- Section 3.** Every patrol officer who is a duly authorized representative of the New Jersey State Patrolman's Benevolent Association Inc. shall be given leave of absence with pay to attend any state or national convention of the New Jersey State Patrolman's Benevolent Association.
- A certificate of attendance to the state convention shall, upon request, be submitted by the representative so attending.
- Section 4.** The State delegate to the Patrolman's Benevolent Association, if from the Ocean Township Section of P.B.A. Local No. 57, shall be permitted to attend the monthly State P.B.A. meetings, and shall be excused from all duties for said purpose, and shall receive full pay, and, in the event the date of attendance at the New Jersey P.B.A. meeting occurs on the day off of said delegate, he shall receive an additional day off, with pay, during the contract year.
- Section 5.** The Township of Ocean agrees to grant an unlimited leave of absence to any employee covered by this agreement who serves as either the State of New Jersey PBA President or Executive Vice President providing the State of New Jersey PBA reimburses the Township of Ocean for the direct and indirect cost of all salary and benefits that would otherwise be due that employee. In the event the State of New Jersey PBA by-law provisions do not provide for full reimbursement for the cost of all salary and benefits, the Township of Ocean Council at their sole discretion may agree to enter into an agreement with the State of New Jersey PBA outlining a lesser degree of reimbursement as well as the procedure for making said reimbursements.

Revised – 1986
Revised – 1998
Revised – 2004

ARTICLE IV

DISCRIMINATION AND COERCION

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

ARTICLE V

REPRESENTATION FEE

A. Representation Fee.

If a permanent employee does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be pro-rated with respect to those dues, fees and assessments that are normally pro-rated for members of the Association. The representation fee shall be in an amount equal to no more than eight-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the Township by the Association, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of a representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

B. Procedure.

1. Notification: Prior to March 1 of each year, the Association will submit to the Township a list of those employees who have not become members of the Association for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
2. Payroll deduction schedule: The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the Township; or (b) thirty days after the employee begins his or her permanent employment in a bargaining unit position.
3. Mechanics of deduction and transmission of fees: Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will be the same as those used for the deduction and transmission of regular membership dues to the Association.
4. Changes: The Association will notify the Township in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten days after the Township receives said notice.

ARTICLE V - REPRESENTATION FEE (continued)

C. Indemnification.

With respect to dues deduction, representation fee deductions, and the Association's demand return system established pursuant to law, the Association shall indemnify, defend, and hold the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Township pursuant to the above provisions concerning dues deduction and representation fee. It is furthermore expressly understood that the representation fee provisions set forth above shall not be effective unless and until the Association shall have notified the Township in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

Added – 1981

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Purpose

(a) The purpose of this Article is to set forth a grievance procedure by means of which employees governed by this Agreement, or the Association as representative of such employees, 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 herein contained shall be construed as limiting the right of an aggrieved employee to discuss his grievance informally with any appropriate member of the departmental supervisory staff and to have the grievance adjusted, without the intervention of the Association.

(c) Disputes concerning terms and conditions of employment governed by state or federal statute or state or federal administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not proceed beyond Step Five below.

(d) The grievance procedure cannot be invoked to obtain any matter which PBA Local #57 sought but did not obtain at the bargaining table.

(e) Any penalties or suspensions except termination may be appealed through the grievance procedure. It is understood and agreed that should an employee elect to use the grievance procedure, he will waive his rights to institute an action directly to the courts. This procedure will begin with Step Five.

Section 2. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving employee grievances (as that term is herein above described in Section 1), and shall be followed in its entirety unless any step is waived by mutual consent. Steps One and Two will be done on an informal basis.

(i) **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 has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. The immediate supervisor shall respond within ten (10) calendar days, and if he or she fails to respond, the aggrieved may proceed to Step Two.

ARTICLE VI - GRIEVANCE PROCEDURE (continued)

(ii) STEP TWO:

If the grievance is not settled at Step One, the grievant may make request for a Second Step meeting within five (5) calendar days after the answer at the First Step. The Lieutenant shall set a meeting within five (5) calendar days after the request. Said Second Step meeting shall be between the Lieutenant and the grievant and with the Association representative, if requested by the grievant. The Lieutenant's answer to the Second Step shall be delivered to the grievant within five (5) calendar days after the meeting.

(iii) STEP THREE:

If the grievance is not settled at STEP TWO, the grievant may make written request for a Third Step meeting within ten (10) calendar days after the answer at the Second Step. The Division Commander shall set a meeting within ten (10) calendar days after the request. Said Third Step meeting shall be between the Division Commander and the grievant and with the Association representative, if requested by the grievant. The Division Commander's answer to the Third Step shall be delivered to the grievant with a copy to the Association within ten (10) calendar days after the meeting. In the event the Division Commander processed the grievance at Step Two, Step Three shall be by-passed.

(iv) STEP FOUR:

If the grievance is not settled at STEP THREE, the grievant may make written request for a Fourth Step meeting within ten (10) calendar days after the answer at the Third Step. The Chief or his designee shall set a meeting within ten (10) calendar days after the request. Said Fourth Step meeting shall be between the Chief and the grievant and with the Association representative, if requested by the grievant. The Chief's answer to the Fourth Step shall be delivered to the grievant with a copy to the Association within ten (10) calendar days after the meeting.

(v) STEP FIVE:

If the aggrieved person is not satisfied with the handling or result of the grievance at STEP FOUR, he may within five (5) calendar days notify in writing the Township Manager that he wishes to have him rule on the aggrieved matter. A meeting shall be set within twenty (20) days after the Township Manager or his designee has received the request that he or his designee rule on the matter. At such meeting, the aggrieved may appear with a representative of the Association if requested by the grievant. The Township Manager's or his designee's answer to the Fifth Step shall be delivered to the grievant with a copy to the Association within ten (10) calendar days after said meeting.

Failure to respond by management within the allotted time shall constitute a negative response.

Revised - 1986
Revised - 1991
Revised - 2004

ARTICLE VII

ARBITRATION

Section 1. If a grievance is not settled under Article XVII, such grievance shall, at the request of either the Association or the Township, be referred to either the Public Employment Relations Commission (PERC) or the New Jersey State Board of Mediation within fifteen (15) days.

Section 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.

Section 3. All submissions to arbitration must be made as aforesaid.

Section 4. The Arbitrator appointed under the above procedure shall interpret the provisions of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

ARTICLE VIII

BULLETIN BOARD

The Township will provide a bulletin board in a conspicuous location in the Patrol Division headquarters for the use of the Association for posting notices concerning Association business and activities. All such notices shall be posted only upon the authority of officially designated Association representatives and shall not contain salacious, inflammatory or annoying material.

ARTICLE IX

BILL OF RIGHTS

Section 1. As used in this Section:

- (a) "Law enforcement officer" means any person who is employed as a permanent and full-time active member of the Ocean Township Police force whose primary duties and responsibilities are the enforcement of the laws and regulations of the State of New Jersey and the protection of the life, peace and property of its citizens.
- (b) "Law enforcement agency" means the Police Department.

Section 2. Unless otherwise prohibited by law, no law enforcement officer shall be prohibited by the law enforcement agency from engaging in political activity or be denied the right to refrain from engaging in such activity, and no law enforcement officer shall be denied the right to hold public office. No law enforcement officer shall engage in political activity while in uniform or on duty.

Section 3. Whenever a law enforcement officer is the subject or target of an investigation by the law enforcement agency for any reason which could result in the law enforcement officer being charged with a crime, the following provisions shall apply:

- (a) Any interrogation of a law enforcement officer by the law enforcement agency shall take place whenever possible at the office of the law enforcement officer being investigated.
- (b) The law enforcement officer being interrogated shall be informed at the commencement of such interrogation of the nature of the investigation, the statute, rule or regulation allegedly violated, and the date and time period of any alleged violation. Further, at the commencement of an interrogation, the law enforcement officer shall be informed of the identity of all persons present during such interrogation.
- (c) The interrogation of the law enforcement officer by the law enforcement agency shall be conducted at a reasonable hour, whenever possible, in a non-coercive manner, without threat or promise of reward.
- (d) The law enforcement officer being interrogated by the law enforcement agency if he so requests shall be entitled to the presence of his counsel, if he so elects, or any other one person of his choice.

ARTICLE IX - BILL OF RIGHTS (continued)

Section 4. If a law enforcement officer is placed under arrest or has become the target or subject of an investigation by the law enforcement agency because of an alleged criminal offense, he shall be afforded all rights under the United States and New Jersey constitutions, applicable statutes, department rules and regulations, and the provision of any collective bargaining agreement which may be applicable under the circumstances.

Section 5. No law enforcement officer shall be required to disclose for the purpose of promotion or assignment, any information concerning his property, income, assets, debts, or expenditures, or those of any member of such officer's household.

Section 6. A law enforcement officer being investigated shall be promptly advised in writing, if he so requests, of any determination made after the conclusion of criminal investigation of him.

Revised – 1988

ARTICLE X

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 first signed by the person submitting the information and the employee 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.

Revised – 1994

ARTICLE XI

MANAGEMENT RIGHTS

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including but without limiting, the generality of the foregoing, the following rights:

- a. The executive management and administrative control of the Township government and its properties and its facilities, and the activities 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 by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of New Jersey and 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.
- h. To interview any employee with respect to any phase of his work without a representative being present. This subsection shall not apply where such interview involves considerations of matters where the employee reasonably believes the interview may lead to disciplinary action.

Revised - 1986

Revised - 1994

ARTICLE XII

WORKING HOURS/OVERTIME/COMPENSATORY TIME

Section 1. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employment services 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 on a shift basis on a schedule to be approved by the Chief of Police or his designee. In the event an established schedule consists of other than eight hour shifts, all leave time shall be converted to hours and charged accordingly.

Section 3. Overtime pay as hereinbefore or hereinafter referred to shall consist of payment at the rate of one and one-half (1.5) times the employee's base salary and longevity pay added thereto. The rate of the employee shall be computed by dividing the base salary and longevity by 2,080 and, for the purposes of calculating overtime, then multiplied by 1.5.

Section 4. The Chief of Police or his designee shall use his best efforts for the scheduling of initial qualification testing for the use of weapons so that the same shall not occur on the employee's day off. If weapons qualification takes place during off-duty hours, employees shall report directly to the qualifying site and shall receive three hours of overtime pay. Employees who must return, due to failure, for re-qualification will do so on their own time, without additional pay. Physical fitness testing of the employees for general police ability shall occur on a regular working day during working hours. None of the foregoing shall be classified as overtime. In times of emergency, all members of the Association are subject to call unless they are on authorized sick or injury leave. Police officers who work overtime that has been approved by the Chief of Police or his designee shall be compensated for such overtime work, and the said compensation shall commence fifteen (15) minutes after the tour of duty of the employee has ended. In the event an employee is called back for emergency duty the Chief of Police or his designee, overtime pay shall be paid to said employee. Any member of the Association herein 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 for such additional time exceeding forty (40) hours, as recited in Section 3 herein. In the event a member of this Association shall be called back for emergency duty, such employee member shall receive not less than two (2) hours overtime pay at the rate hereinbefore referred to. Tour of duty of each shift shall start upon the hour and end eight (8) hours later upon the hour. The parties understand and agree that a patrol officer will be duly relieved of duty immediately after securing his vehicle provided said officer has properly prepared all necessary reports related to the shift and has turned in all necessary equipment.

ARTICLE XII - WORKING HOURS (continued)

Section 5. The Association agrees to volunteer with the Township and without compensation the time required to successfully promote police week and open house in the furtherance of good community relations. The Police Chief may from time to time call general police meetings for purposes of instruction and/or procedural guidance and information. The Chief may call two departmental meetings each year on a mandatory basis without payment of overtime.

Section 6. Overtime compensation pay at the rate set forth in Section 3 of this Article will be paid to any member of the Association 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 hours of duty or citizen's civil complaint against citizens - When required attendance, as aforesaid, relates to county courts, there shall be a guaranteed minimum of two (2) hours overtime compensation. When required attendance, as aforesaid, relates to municipal 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 for a four-hour minimum in this instance.

Section 7. When an officer appears in court as a defendant due to actions while on duty s/he shall have pay withheld pending the outcome of the litigation. If s/he is found not culpable, said officer shall be paid at the appropriate rate. In the event that s/he is found culpable, then payment shall be at the discretion of the Township. Any payment under this Section shall be paid within thirty (30) days of when the case is fully adjudicated.

Section 8.

a. After the third incident of any change in schedule for which there is not at least 7 calendar days advance notice, the employee will qualify for time and one half pay for those hours worked outside the original schedule. This shall not apply to any shift changes initiated by employees which are approved by supervisory personnel. The word "incident" is hereby defined as any change from the employee'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 8.a. of Article VIII would apply. A voluntary switch shall not count as an incident in Section 8.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.

ARTICLE XII - WORKING HOURS (continued)

Section 10. All days off during the regular work week (00:00 hours Monday through 24:00 Sunday) shall be consecutive days off with the following exceptions:

- a. Persons regularly scheduled to have Mondays and Sundays off.
- b. Voluntary agreement by the officer to have the days off split.
- c. Changes due to in-service training not to exceed three per year.

Section 11. The Township may elect to grant compensatory time in lieu of overtime pay for duties and/or assignments specifically related to overseeing the Explorer Scout activities, instructing in the D.A.R.E. program or carrying out crime prevention activities. The compensatory time will be granted at a time and one-half rate when the hours worked by the employee exceed 40 during the work week. This section shall not apply to the individuals who are assigned the above duties when they are performing routine patrol or investigatory functions.

Section 12. An officer may elect to take compensatory time in lieu of overtime. Any compensatory time granted shall be at the time and one-half rate. Officers may not accumulate more than 24 hours of compensatory time. Any overtime hours earned once an employee has 24 hours of compensatory hours banked must be taken as overtime pay. The above limitation shall not apply to employees covered by the provisions of Section 11 above.

Revised – 1986
Revised – 1988
Revised – 1991
Revised – 1994
Revised – 1996
Revised – 1998
Revised – 2004

ARTICLE XIII

SALARY/DIFFERENTIAL/COLLEGE CREDIT

Section 1. The following titles or positions shall be paid an annual salary in accordance with the following schedules:

CLASSIFICATION – PATROL OFFICER

SALARY SCHEDULE FOR EMPLOYEES HIRED PRIOR TO NOVEMBER 1, 2004

<u>Months of Service</u>	<u>STEPS</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
0-12 months	I	\$31,815	\$33,088	\$34,411	\$35,788
13-24 months	II	\$40,523	\$42,144	\$43,830	\$45,583
25-36 months	III	\$49,232	\$51,201	\$53,249	\$55,379
37-48 months	IV	\$57,939	\$60,257	\$62,667	\$65,173
49-60 months	V	\$66,647	\$69,313	\$72,085	\$74,969
61+ months	VI	\$75,355	\$78,369	\$81,504	\$84,764

SALARY SCHEDULE FOR EMPLOYEES HIRED AFTER NOVEMBER 1, 2004*

	<u>STEPS</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
0-6 months	Probationary A**	\$28,000	\$28,000	\$28,000	\$28,000
7-12 months	Probationary B	\$31,000	\$32,240	\$33,530	\$34,871
13-24 months	I	\$39,871	\$41,466	\$43,124	\$44,849
25-36 months	II	\$48,742	\$50,692	\$52,719	\$54,828
37-48 months	III	\$57,613	\$59,917	\$62,314	\$64,807
49-60 months	IV	\$66,484	\$69,143	\$71,909	\$74,785
61+ months	V	\$75,355	\$78,369	\$81,504	\$84,764

* The Township reserves the right to start newly hired experienced officers at a salary level up to the level commensurate with their experience.

**Employees possessing a Class A NJ Police Certificate upon hire will bypass the Probationary A step and serve their full one year probationary period in the Probationary B step salary classification. Employees possessing a Class II Certificate at hire will be in the Probationary A salary step no longer than three months before serving out the remainder of their one year probationary period in the Probationary B salary step.

ARTICLE XIII - SALARY/DIFFERENTIAL/COLLEGE CREDIT (continued)

Section 2. Police Differential

Differential Program.

In recognition of rotating schedules, weekend work, specialized duties including but not limited to detective assignments, crime prevention assignments, traffic assignments and other unique responsibilities; all patrol officers shall be eligible for a differential to be paid in conjunction with the regular payroll schedule in accordance with the following schedule:

2004 - \$1,253/year
2005 - \$1,442/year
2006 - \$1,637/year
2007 - \$1,841/year

A patrol officer working less than the full calendar year will only be entitled to the proportion of the year worked multiplied by the above differentials.

Section 3. Associate and Baccalaureate Degree Program:

A. A full-time, permanent employee shall be eligible for an additional pay of one hundred (\$100) dollars per annum for having obtained an Associate of Arts or Associate of Science degree, or two hundred (\$200) dollars 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 a single payment will be made in conjunction with the regular payroll schedule.

Revised – 1986
Revised – 1988
Revised – 1991
Revised – 1994
Revised – 1996
Revised – 1998
Revised – 2001
Revised – 2004

ARTICLE XIV
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:

<u>Upon Completion of</u> <u>Years of Service</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
6	\$ 754	\$ 784	\$ 815	\$ 848
9	1,507	1,567	1,630	1,695
12	2,261	2,351	2,445	2,543
15	3,014	3,135	3,260	3,391
18	3,768	3,918	4,075	4,238
21	4,521	4,702	4,890	5,086
24	5,275	5,486	5,705	5,933

The above is based on 1% of the maximum salary beginning in the sixth year with 1% increased for each additional three years of service capped at 7% upon completion of 24 years of service.

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 – 1986
Revised – 1988
Revised – 1991
Revised – 1992
Revised – 1994
Revised – 1996
Revised – 1998
Revised – 2001
Revised – 2004

ARTICLE XV

RETIREMENT/SEVERANCE

- A. An employee member who retires in accordance with service, special, accidental, or ordinary disability retirement provisions pursuant to the statutes of the State of New Jersey shall be eligible to receive a payment equal to accumulated sick leave benefits in cash at his rate of pay at retirement, provided that no member be eligible to receive more than one hundred (100) such accumulated sick leave days. Said employee may elect an option of cash payment in full or early retirement or any combination of cash and early retirement of this benefit. This section shall not apply to deferred retirements.
- B. Any employee may also be eligible to receive payment equal to additional accumulated sick leave benefits at twenty-five (25%) percent of his rate of pay at retirement up to a maximum of one hundred and fifty (150) days. In no event shall an employee receive payment for more than two hundred and fifty (250) days under paragraphs A and B (an equivalent pay-out of no more than one hundred and thirty-seven and one half days {137.5}).
- 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 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.

ARTICLE XV– RETIREMENT/SEVERANCE (continued)

- D. 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.

- E. In the event a member employee should die prior to retirement, the employee's beneficiary, as designated by the New Jersey Police and Fire Pension System, shall receive cash payment for accumulated sick leave utilizing the formula provided for under Article XXI.A. and B.

Revised - 1986
Revised – 1994
Revised – 2004

ARTICLE XVI

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 Firemen's Retirement System pursuant to the provisions of the statutes and laws of the State of New Jersey.

ARTICLE XVII

CLOTHING ALLOWANCE

Section 1. A clothing and maintenance allowance in the amount of one thousand twenty five dollars (\$1,025) in 2004, one thousand fifty dollars (\$1,050) in 2005, One thousand seventy five dollars (\$1,075) in 2006 and one thousand one hundred dollars (\$1,100) in 2007 shall be paid by the Township to all full-time, permanent employees. Probationary employees shall receive a dry cleaning allowance of three hundred dollars (\$300) in addition to provision of basic uniform requirements by the Township.

Section 2. Both the clothing and maintenance allowance shall be pro-rated according to the following:

- (a) A probationary employee shall receive a maintenance allowance of twenty-five (\$25) dollars for each month of service until the first anniversary date.
- (b) Following probationary status and at the beginning of regular status, an employee shall receive a maintenance allowance of twenty-five (\$25) dollars for each month's service until 31 December of the subject year.
- (c) Initial clothing requirements for probationary employees shall be provided by the Township.
- (d) Following probationary status and at the beginning of regular status, an employee shall receive a clothing allowance of fifty-four dollars (\$54) in 2004, fifty-six dollars (\$56) in 2005, fifty-eight (\$58) in 2006 and sixty dollars (\$60) in 2007 for each month's service until 31 December of the subject year.
- (e) Payments to full-time, permanent employees shall be made on or before June 30. Probationary employees shall be paid the monthly amount at the end of each completed month of service.

Section 3. In the event that all or any part of the present uniform is changed, then such changes shall be borne by the Township and not be considered as part of the yearly clothing allowance and maintenance allowance.

Section 4. The Township shall reimburse employees for watches or prescriptions eyewear damaged in the line of duty up to the value of the damage but not to exceed \$50 per item.

ARTICLE XVII – CLOTHING ALLOWANCE (continued)

Section 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 final date of employment exclusive of benefits provided under Article XXI (payment for unused sick leave of up to 137½ days).

Revised – 1986
Revised – 1988
Revised – 1991
Revised – 1994
Revised – 1996
Revised – 1998
Revised – 2001
Revised – 2004

ARTICLE XVIII

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 contained herein 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.

Final determination under this Section is retained and reserved by the Township.

Section 3. With respect to approved off-duty employment in uniform, the hourly rate shall be set by the Patrolman's Benevolent 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 XXI.A.

Revised - 1986
Revised - 1988
Revised - 1991
Revised - 2001
Revised - 2004

ARTICLE XIX

HONOR GUARD/MILEAGE/WORKING CONDITIONS

Section 1. Honor Guard - In the event of a desire to attend the funeral of a slain police officer, as many Township officers as desire to attend will be permitted to attend and will be permitted to use Township vehicle(s) provided that such attendance does not interfere with the minimum manpower requirements established by the Chief.

Section 2. Mileage payment - Employees will be provided with a Township vehicle if one is available or will be reimbursed at the rate of \$.21 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 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 3. Working conditions - The parties abide by the provisions 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 – 1986

ARTICLE XX

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:

<u>Year in Which Anniversary Reached</u>	<u>Employees Hired After 01/01/88</u>	<u>Employees Hired Before 01/01/88</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 January 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. 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 and squads.

Revised - 1988
Revised - 1996

ARTICLE XXI

HOLIDAYS/PERSONAL DAYS

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

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

Section 2. 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 October 1 of the preceding year. Payment for holiday compensatory time will be made by the Township on or before July 1.

Section 3. Employees shall be entitled to two (2) personal days which must be taken during the calendar year granted unless an employee's inability to use said days during said calendar year was due to a scheduling decision of a superior officer. An employee request to use personal holidays shall be made not less than 24 hours in advance. In any event, a request for a personal day shall not be denied if the following conditions are met:

1. There is at least twenty-four hours notice provided to an appropriate supervisory/scheduling party.
2. No other officer 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 first calendar year of employment one-half (1/2) personal day shall be granted for each full three calendar months worked. In the final calendar year of employment one-half (1/2) personal day shall be granted for each three calendar months or part thereof worked. The final date of employment shall be exclusive of benefits provided under Article XXI, Retirement.

Section 4. Should the Township Council or Township Manager, because of a special holiday proclaimed by the President of the United States or the Governor of the State of New Jersey 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.

ARTICLE XXI – HOLIDAYS/PERSONAL DAYS (continued)

Section 5. Employees covered by this Agreement may on a voluntary basis donate up to one holiday per patrol officer per calendar year to be contributed to another patrol officer's holiday leave account in instances where a patrol 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

ARTICLE XXII

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:
 - i. personal illness,
 - ii. when a member of the employee's family, defined below, is ill and requires the presence of the employee.

- b. Sick leave may not be used for the following:
 - i. 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 the superior officer on duty that no other arrangements were practical.

- c. Immediate family, for the purposes of this Article, is defined as mother, father, spouse, and child, and sister, brother, or 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. Permanent full-time employees shall be granted sick leave, as herein before defined, with pay to which he is eligible, as follows:

- a. During the entire or any portion of the first calendar year of employment (until December 31) one (1) working day for each month of service completed will be accrued. Thereafter, fifteen (15) 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 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) day for each full month of service completed, said excess days shall be deducted from the employee's last pay check.

- c. 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.

ARTICLE XXII - SICK LEAVE (continued)

Section 3. 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, notification cannot be made as herein set forth.

Section 4. The Township Manager, Police Chief or his designee may require:

- a. A certificate from a license physician as proof of illness.

- b. In the case of leave due to exposure to contagious disease, a certificate 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 to be examined, to verify said illness, at the expense of the Township by the Township Physician or 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 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. Final determination as to whether an employee is capable of performing his normal duties is retained and reserved by the Township.

Revised – 1981
Revised – 1982
Revised – 1986
Revised – 1988
Revised – 1998

ARTICLE XXIII

INJURY LEAVE/WORKER'S COMPENSATION

Section 1.a. Whenever an employee is incapacitated from duty because of a physical injury sustained in the performance of his/her duty, s/he shall be paid his/her 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 a worker's compensation court or any other court of competent jurisdiction shall be and remain the property of 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 Worker's 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 XXIII - INJURY LEAVE (continued)

Section 2. An Association employee 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 an employee of the Association shall not exceed the term of one (1) year from the onset of said physical injury. The time wherein said employee 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 employee.

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.

Section 5. An employee while on injury leave may not engage in outside employment.

Revised - 1986
Revised – 1996

ARTICLE XXIV

DEATH IN FAMILY/FUNERAL LEAVE

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, concluding with the day after the funeral, unless the Chief, either due to religious observance or tradition, or 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, spouse, children, 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, concluding with the day after the funeral.

Section 3. In the event of the death of an aunt or uncle of the employee member or his spouse, or spouse's grandparents, the employee member shall be granted the day of the funeral for the purpose of attending the funeral without loss of regular straight time pay.

Section 4. The Township may require reasonable proof of such death. Under extenuating circumstances, such as the death of a relative, not part of the employee's immediate family, living in the home of the employee, the Township Manager may extend the death leave of an employee.

Revised - 1986
Revised - 1988

ARTICLE XXV

HEALTH, DENTAL AND LIFE INSURANCE

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.

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

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 in 2004, 2005, 2006 and 2007. Any excess will be paid by the insured employee.

Section 4. Health, dental and life insurance coverages shall become effective in accordance with the respective plan program, but in no event later than two full calendar months after the starting date of employment providing the employee has completed and submitted the necessary application and enrollment forms in a timely manner.

Section 5. The Township may, at its option, change any of the foregoing plans or carriers so long as substantially the same benefits are provided.

Revised – 1986

Revised – 1988

Revised – 1991

Revised – 1994

Revised – 1996

Revised – 1998

ARTICLE XXVI

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 obligation 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 the 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 the 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 the expense of his defense.

ARTICLE XXVII

DURATION

This AGREEMENT shall be in full force and effect as of January 1, 2004 and shall remain in effect to and including December 31, 2007, with the express 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 clothing allowance. Thereafter, this Agreement shall continue in full force and effect from year to year, unless one party or the other gives notice, in writing, no more than one hundred and eighty (180) days or less than one hundred and fifty (150) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Retroactivity shall extend only to those persons in the Township's employ on the date of the execution of this Agreement, or who have retired in accordance with the provision of Article XXI.

ARTICLE XXVIII

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 XXIX

COMPLETENESS OF AGREEMENT

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.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals this day of , 2004.

ATTEST

TOWNSHIP OF OCEAN

Deborah J. Smith, Twp. Clerk

William F. Larkin, Mayor

P.B.A. LOCAL #57 OF THE TOWNSHIP
OF OCEAN POLICE DEPARTMENT

Kevin L. Faller, Delegate

Leslie Laffan, President