

**A G R E E M E N T**

**Between**

**TOWNSHIP OF OCEAN  
(OCEAN COUNTY)**

**and**

**OCEAN TOWNSHIP PBA LOCAL 371  
SUPERIOR OFFICER'S CONTRACT**

**January 1, 2008 through December 31, 2011**

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**TABLE OF CONTENTS**

<b>ARTICLE</b>		<b>PAGE</b>
	PREAMBLE	2
I	RECOGNITION	2
II	COLLECTIVE BARGAINING PROCEDURE	3
III	DISCRIMINATION	3
IV	INCREMENTS - DEFINITION	4
V	SICK LEAVE	4
VI	BEREAVEMENT LEAVE	6
VII	MATERNITY LEAVE	6
VIII	DEDUCTIONS	7
IX	MANAGEMENT RIGHTS	7
X	HOURS OF WORK AND OVERTIME	8
XI	VACATIONS	9
XII	HOLIDAYS	10
XIII	INSURANCE	11
XIV	CLOTHING ALLOWANCE	13
XV	LONGEVITY	14
XVI	EDUCATION INCENTIVES	15
XVII	SALARIES	16
XVIII	WORKING CONDITIONS	16
XIX	SEPARABILITY AND SAVINGS	17
XX	GRIEVANCE PROCEDURE	17
XXI	TERM OF AGREEMENT	20



## **ARTICLE II**

### **COLLECTIVE BARGAINING PROCEDURE**

1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by a duly authorized bargaining agent of each of the parties to this Agreement. Unless otherwise designated, the Mayor of the Employer, or his designee, and members of the committee as designated by the Township Committee of the Township of Ocean, and the President of the PBA, or his designee, together with members of his negotiation agents for all parties. The PBA, through the Superior Officers Association shall notify the Township at least thirty (30) days prior to the first negotiation session if they intend to hire a professional negotiator to assist them.
2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.
3. Employees of the Employer who may be designated by the PBA to participate at collective bargaining meetings called for the purposes of the negotiation of collective bargaining will be excused from their work assignments to attend such collective bargaining meetings.

## **ARTICLE III**

### **DISCRIMINATION**

1. The Employer and the PBA agree that there should be no discrimination against any Employee because of race, creed, color, religion, sex, national origin or political affiliation.
2. The Employer and the PBA agree that all Employees covered by this Agreement shall have the right without fear of penalty or reprisal to form, join, and assist any Employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the PBA against any Employee because of the Employee's membership or non- membership or activity or non-activity in the union.

## **ARTICLE IV**

### **INCREMENTS - DEFINITIONS**

That for the purposes of this contract, any references to the term "Increments" it shall be defined as follows:

1. New Employee - A new Employee who is hired on a full-time basis by the Township of Ocean shall have their increments based on their appointment date.
  - A. First Increment: shall be the date that Employee starts up from the date of appointment to the first anniversary date.
  - B. Second Increment: shall be the first anniversary that the Employee shall be employed by Employer in a full-time capacity. All other increments are based upon the second, third, fourth, etc. dates of anniversaries.

## **ARTICLE V**

### **SICK LEAVE**

1. Sick leave shall be defined as an absence of an Employee from post or duty because of illness, accident or exposure to contagious disease.
2. All full-time Employees covered by this Agreement shall be granted sick leave with pay pursuant to the following schedule:
  - A. Superior Officers shall be granted fifteen (15) sick days per year which shall be accumulative until the officer files for retirement from the Department. At retirement from the Department the Employee shall be paid for ninety (90) unused days of accumulated sick time at the rate of pay at the time of the officers separation. All other unused accumulated and unused sick time shall be negotiated.
  - B. The Township agrees to meet with the future appointed Superior Officers to agree upon accumulation of sick time and sick pay at the time of retirement. All future Superior Officers shall be allowed to accumulate sick days and have a buy back at the time of retirement at no less than the employees current pay rate.
3. Members of the Department who are unable to report for duty shall notify the Department by telephone at the earliest possible time upon becoming ill or injured. If unable to report, a relative or other responsible person shall notify the Department with all pertinent facts. Members of the Department, when sick or injured, shall be responsible for notifying their superiors as to their place of confinement or change therein.

4. When absence due to illness does not exceed three (3) consecutive days, except for good cause shown, the Employee's statement of the cause will be accepted without a supporting statement by the attending physician. (Any absence due to illness or disability in excess of three (3) consecutive days may require, in the discretion of the Chief or designee, a written statement from the attending physician). The Employer also reserves the right to require the Employee(s) to be examined by the Employer's physician, at the Employer's expense, and certified as fit for duty before returning to work.
5. In a situation of less than three (3) consecutive days absence, where the Employer has reason to believe that potential abuse exists, the Employer may have the Employee examined by the Employer's physician or require an examination by the Employee's physician at no expense to the Employee.
6. Payments which an Employee receives under the provisions of Worker's Compensation or temporary disability laws shall either be remitted to the Employer or used as an offset to full salary payments.
7. Abuse of sick leave shall be cause for disciplinary action.
8. Any Employee certified as absent on account of a disability or accident not caused in the usual course of his employment and has used all of his/hers accumulated sick leave and is certified by a physician to be temporarily disabled shall have the benefits of New Jersey State Disability Insurance.
9. As an incentive to stay healthy the Township agrees that for every calendar year the Employee uses five (5) sick days or less, the next calendar year will receive one (1) added vacation day to be used that year.
10. Each Employee shall receive three (3) working days off with full pay, in the event of sickness for the purpose of caring for his or her immediate family living in the Employee's household. These three (3) days shall be deducted from any sick leave set forth in section 2 of this article. Immediate family in this article shall be defined as spouse, children, grandchildren, foster children, legal ward, mother, father, mother in law and father in law.
11. Sick leave may also be used by Employees who are unable to work because of care for a reasonable period of time, of seriously ill member of the Employee's immediate family as per N.J.A.C. 4A:6-1.21B. Immediate family in this event means, Employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and /or other relatives residing in the Employees's household.
12. Lieutenants will receive payment for up to (15) days, Sergeants will receive payment for up to thirteen (13) days, at one hundred percent of its value, for any unused sick days in excess of ninety (90) days. Payments shall be made during the first pay period in January the following year.

## **ARTICLE VI**

### **BEREAVEMENT LEAVE**

1. Each Employee shall be granted ten (10) days leave with pay upon death of spouse or children. Said days shall not be charged against sick leave, personal days or vacation time.
2. Each Employee shall be granted five (5) working days leave with pay upon the death of a member of his or her immediate family. Said days will not be charged against sick leave, personal days or vacation time. Immediate family shall include Mother, Father, Sister, Brother, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Grandchild, Grandparents of either spouse and any immediate member of the household.
3. Each Employee shall be granted one (1) day leave with pay upon the death of Uncle, Aunt, Niece, Nephew, Cousins, Sister-In-Law, Brother-In-Law, Great Grandparents. An exception to the time allowed as listed above may be granted upon the death of an immediate family member when the deceased is buried in another city and the Employee would be unable to return in time for duty with the leave granted in this section, however the exception shall be approved by the Chief of Police and the Township police representative.

## **ARTICLE VII**

### **MATERNITY LEAVE**

1. Female Employee(s) shall be permitted to work her normal duties so long as such work is permitted by a written statement from the Employee's attending physician.
2. The Female Employee(s) shall be permitted to use any and all accumulated sick time, compensatory time, vacation and personal days which she may have during the period of her pregnancy and the period following the childbirth.
3. The Female Employee(s) shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes.
4. The Female Employee(s) shall return to active duty status upon a written statement from the Employee's attending physician. Upon returning to active duty status, the Employee(s) shall be placed in the same position which she held prior to her leave for maternity.

## **ARTICLE VIII**

### **DEDUCTIONS**

1. Upon receipt of a written voluntary authorization and assignment of an Employee covered by this Agreement in the form agreed upon by the Employer and the PBA, the Employer agrees to deduct membership dues (and when applicable, initiation fee) such amounts as shall be fixed pursuant to the by-laws and constitution of the PBA during the full term of this Agreement and other extension or renewal thereof. The Employer shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Treasurer of the PBA.
2. The PBA shall indemnify, defend and save the Employer harmless against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon the PBA in supplying to it information concerning the names of the Employees and the amount of dues to be deducted.

## **ARTICLE IX**

### **MANAGEMENT RIGHTS**

1. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it prior to the signing of the 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. Executive, management and administrative control of the Township government and its properties, facilities and activities of its Employees.
  - B. To make rules of procedure and conduct, and to be in sole charge of the quality and quantity of the work required.
  - C. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and /or the effective operation of the department after advance notice thereof to the Employees to require compliance with the Employees is recognized.
  - D. To hire all Employees, to promote, transfer, assign or retain Employees in positions within the Township.

- E. To suspend, demote, discharge or take any other appropriate disciplinary action against any Employee for good and proper cause according to law.
  
- 2. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, codes of conduct 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 that 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.
  
- 3. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq., or any other national, state, county or local laws or regulations.
  
- 4. Anything to the contrary notwithstanding, there shall be no modification affecting mandatorily negotiable terms and conditions of employment without negotiations.

## **ARTICLE X**

### **HOURS OF WORK AND OVERTIME**

- 1. It is agreed that the standard weekly work schedule for Employees covered by this Agreement requires continuous service throughout the seven (7) day work week (Monday through Sunday). Employees shall work forty (40) hours during any week. Employees shall work in accordance with schedules posted on a monthly basis by the Chief of Police.
  
- 2. The tours of duty, not to exceed eight (8) hours in any day or forty (40) hours in a week unless a mutual agreement has been reached between the majority of the Employees under this contract and the Chief of Police to extend the tour to a twelve (12) hour day. No more than five (5) consecutive days in a row on an eight (8) hour schedule or four (4) consecutive days on a ten (10) hour schedule shall be worked by an Employee unless mutually agreed upon.
  
- 3. Overtime shall commence after eight (8) hours in any day or forty (40) hours in any week. Overtime shall be paid to all Employees at an hourly rate of time and one-half (1 ½) . The hourly rate for Employees is to be determined by dividing their base salary plus longevity by two thousand eighty (2,080) hours to determine the hourly salary of all Employees for purposes of overtime.
  
- 4. Overtime shall be kept to a minimum if possible and must be authorized by the Chief of Police or designee, except that in an emergency situation, as defined by 3:14.1 of the Ocean Township Police Department Manual in existence at the time of the execution of this Agreement. If such has been approved, the Employee shall submit a completed form to be provided by the Chief or designee for purposes of obtaining overtime compensation.

5. Employees shall be paid for overtime each pay period.
6. If an Employee has been called into work, other than his or her regularly scheduled shifts they will be compensated with a Minimum of three (3) hours of overtime, at a rate of time and one half (1 ½), whether he works the three (3) hours or a portion thereof.
7. If the Employee has worked his eight (8) hours and his or her duties require additional time of over thirty minutes past the hour, the Employee shall be compensated for the next full hour in overtime and need only stay for the completion of the duties that necessitated the overtime, with approval by the Chief of Police or his designee.
8. If an Employee has been advised to respond to work at an earlier hour than he/she was normally to arrive the Employees shift shall not be terminated at the end of eight hours, unless both the Employee and the Chief of Police have mutually agreed to the shift change. If the Employee and the Chief of Police cannot agree on the shift change, the Employee shall follow the directive of the Chief of Police and follow the grievance procedure to reach a settlement.
9. Any officer placed on standby shall be entitled to receive a minimum of two (2) hours overtime pay or paid for the actual number of hours on standby, whichever is greater. Such assignment shall be at the discretion of the Chief or his designee.
10. Employees shall be provided with at least seventy-two (72) hours advance notice in writing of any change in the employee's shift.

## **ARTICLE XI**

### **VACATIONS**

1. Each member of the PBA who has had the length of continuous employment specified in the table following shall be entitled to vacation with pay at his regular rate of pay.
2. Vacation requests shall be in writing to the Chief of Police or his designee by the Employee. Such requests shall be submitted if possible three (3) months prior to vacation period.
3. If two (2) vacation periods are requested by two (2) Employees, seniority shall govern the request. If a request was submitted in writing thirty (30) days prior to the vacation period, the senior officer shall have (10) days to override the request, (after the 40 days of the vacation request has elapsed, vacation shall be granted). Only a emergency can supersede the vacation request.
4. All disapprovals for vacation must be justified by a written reply by the Chief of Police or his designee.

5. All Officers promoted to the Rank of Sergeant or Lieutenant after January 1, 1994 and not having been employed as a Superior Officer by this Township , shall receive vacation in accordance with the following schedule:

<b>Sergeant</b>	<b>Lieutenant</b>	<b>Captain</b>
4 <sup>th</sup> increment 13 days	4 <sup>th</sup> increment 13 days	4 <sup>th</sup> increment 13 days
5 <sup>th</sup> increment 17 days	5 <sup>th</sup> increment 17 days	5 <sup>th</sup> increment 17 days
6 <sup>th</sup> increment 17 days	6 <sup>th</sup> increment 17 days	6 <sup>th</sup> increment 17 days
7 <sup>th</sup> increment 18 days	7 <sup>th</sup> increment 18 days	7 <sup>th</sup> increment 18 days
8 <sup>th</sup> increment 18 days	8 <sup>th</sup> increment 18 days	8 <sup>th</sup> increment 18 days
9 <sup>th</sup> increment 20 days	9 <sup>th</sup> increment 20 days	9 <sup>th</sup> increment 20 days
10 <sup>th</sup> to 15 <sup>th</sup> increment 26 days	10 to 15 <sup>th</sup> increment 28 days	10 to 15 <sup>th</sup> increment 28 days
16 <sup>th</sup> and over - 28 days	16 <sup>th</sup> and over - 31 days	16 <sup>th</sup> and over - 31 days

6. In accordance with N.J.S.A. 40A:14-137.1, upon the death or retirement of any permanent member of the police department, the Township shall pay to him or to his estate the full amount of any vacation pay accrued, but unused at the time of his death or retirement.
7. Vacation days shall be cumulative for up to but not more than two (2) years. Any unused vacation days carried forward for one calendar year into the next must be used during the second year or automatically forfeited.

## **ARTICLE XII**

### **HOLIDAYS**

1. Superior Officers as defined in 1:4.39 of the Ocean Township Police Rules and Regulations, shall be paid for nine (9) holidays at the regular hourly rate calculated by taking the annual base salary, plus longevity, divided by two thousand and eighty (2,080) hours.

2. Payment for one-half (½) of the recognized holiday shall be made on the first (1<sup>st</sup>) pay day in July and one-half (½) of the recognized holidays to be paid on the first (1<sup>st</sup>) pay day of November.
3. It is understood and agreed that in the event that any Employee's employment is terminated prior to the completion of a calendar year, he/she shall receive a pro rated share of the holiday pay based upon the number of months he/she was on the Employer's payroll.
4. Sergeants, Lieutenants and Captains will receive six (6) holidays off without additional compensation.
  1. New Year's Day
  2. Easter (Friday prior or Monday following)
  3. Fourth of July
  4. Thanksgiving
  5. The day after Thanksgiving
  6. Christmas Day

When any of the above holidays fall on a regular day off or vacation period, it shall be observed on the next day scheduled to work or last day of previous week.

5. Whenever a Superior Officer is called into work on the above six (6) days he will be compensated with four (4) hours of overtime, at a rate of double time and a half (2 ½), whether he works the four hours or any portion thereof. The Superior Officer will only have to stay for the completion of the assignment he was called in for. Any time necessary after the four hours the Superior Officer will continue to be compensated with a rate of double time and a half (2 ½), until the completion of the assignment necessitating his presence. Time must be authorized by the Chief of Police or designee, except that in an emergency situation, as defined by 3:14.1 of the Ocean Township Police Manual in existence at the time of the execution of this Agreement.
6. Beginning on the first day of the 21<sup>st</sup> year of service, the holiday pay shall be rolled into and become a part of the employee's base pay. Holiday pay shall not be included in the calculation of payment for overtime.

### **ARTICLE XIII**

#### **INSURANCE**

1. The Employer shall continue to provide medical and insurance enrollment for all Employees and the Employee's family covered by this Agreement for programs in existence as of the signing of this Agreement. (N.J. State Health Benefits Plan)
2. The Employer will provide at no cost to the Employee life insurance in the amount of ten thousand dollars (\$10,000.00) to be paid to the Employee's beneficiary at time of death, so long as the Employee is in the employ of the Employer at such time.

3. The Employee will provide all necessary legal aid, false arrest and liability insurance to all personnel covered by this Agreement in the performance of their duties. In the event of legal aid, Employees' legal coverage shall be set forth in N.J.S.A. 40A:14-155.
4. The Employer shall have the option of checking other plans. The Employer may institute another plan as long as it provides for at least the same or superior coverage and is accepted nationwide. Any changes to be made shall be brought before the PBA prior to making the change.
5. Coverage under this Article is subject to the deductible mandated by the insurance carrier.

#### Prescription Plan

6. Effective January 1, 2007 or as soon thereafter as the Township implements the Agreement, the employee's maximum co-pays for prescriptions shall be increased to an amount not to exceed \$5 for generic/\$10 for brand/\$15 for mail order. Any new plan shall provide benefits equal to or better than the Plan in effect on December 31, 2005 except for the increases in the co-pay maximums as stated herein.
7. The Employer shall continue to provide pharmaceutical benefits for the Employee and his/her family upon retirement and/or disability until they are covered by Government Sponsored Public Medical Assistance Program at no cost to the Employee or his/her family. At the time that the Employee or his/her spouse is covered by the program the Employee or his/her spouse has the option to purchase the benefit through the Township at the group rate, as long as the spouse's employment or future employment does not offer such coverage..
8. The Employer will provide an optical plan, dental and orthodontic plan for the Employee and his/her family with at least equal coverage(s) as those in effect at the signing of this Agreement..
9. The Township shall continue to provide medical benefits to all retired and/or disabled Employees until covered by Government Sponsored Assistance Program at no expense to the Employee.
10. The Township shall provide medical benefits to the spouse and family of a retired or disabled Employee for a period of two (2) years from the date of separation with the Employees paying for fifty (50) percent of the coverage premium for the Spouse and Family. If, however, the yearly premium for the coverage of the Spouse and family should increase above the premium rate for the year of 2005, the cost of the increase shall be paid by the Employee. The Township shall only be obligated for the benefits to the spouse when the Employee is married at the time of separation from employment through retirement or disability and the spouse's employment or future employment does not offer such coverage.
11. Should the Employer at any future date grant additional benefits to retired Employees, those additional benefits shall be granted to all Employees retired after January 1, 1994.

12. Should the Township opt to change medical coverage from private carriers to the State Health Plan, it shall be the burden of the Township to pass any and all necessary resolutions necessary to cover all Employees that have retired from the Township after January 1, 1994.

## **ARTICLE XIV**

### **CLOTHING ALLOWANCE**

1. For purposes of this Agreement, “uniforms and equipment” shall mean clothing and equipment prescribed by the Chief of Police and the Township Committee.
2. The Township will establish an account each year with the uniform supply company specified by the PBA in the amount of eight hundred dollars (\$800.00) per Employee in 2008, eight hundred fifty dollars (\$850.00) in 2009, nine hundred dollars (\$900.00) in 2010, and nine hundred fifty (\$950.00) in 2011, and each employee assigned to the Detective Bureau shall receive five hundred fifty dollars (\$550.00) per Employee in 2008, six hundred dollars (\$600.00) in 2009, six hundred fifty dollars (\$650.00) in 2010, and seven hundred dollars (\$700.00) in 2011 and each year thereafter, for the purchase and maintenance of uniforms and equipment including leather items. Weapons shall be provided by the Township as necessary. All monies left in the account at the end of the year will be transferred over to the next year’s clothing account and divided equally among the Employee’s covered by this contract at that time to be used in next year’s clothing allowance. The balance of unused funds at the end of the year will be transferred into the Township’s General Fund.
3. The Township will pay upon presentation of receipt, to Employees assigned to the Detective Bureau, an amount of five hundred and fifty dollars (\$550.00) per Employee in 2008, six hundred dollars (\$600.00) in 2009, six hundred fifty dollars (\$650.00) in 2010, seven hundred dollars (\$700.00) in 2011, per Employee assigned to said Bureau for the purchase of appropriate clothing as specified by the Chief of Police or his designee. A minimum amount of \$50.00 is required for each receipt submission from the Employee to the Township.
4. The Township will establish an account each year with two (2) cleaning establishments as specified by the PBA in the amount of three hundred dollars (\$300.00) per Employee, for cleaning of uniforms. The balance of unused funds at the end of the year will be transferred into the Township’s General Fund.
5. The PBA shall have the right to choose and order from three (3) uniform supply companies, cleaning services and/or clothing stores for the account(s) established in Sections B, C and D of this Article upon prior notification to the Employer. The reasons shall include but not be limited to the following: company or store went out of business or changed owners quality of work or product not satisfactory, accelerated prices.
6. New Employees shall receive the minimum required uniforms and equipment as required by the Chief of Police or his designee in lieu of the clothing allowance during the first year. The Employer may supply only the appropriate uniforms and equipment that is necessary for the

seasonal time of year from the date of employment to January of the next year. On the first of January after the Employee is hired he/she will receive the clothing, maintenance and cleaning allowance as per Section B & C of this Article. The required uniforms will be in accordance with a "Minimum Required Uniform List" provided by the Chief of Police or his designee. (Rules/Regulations Chapter III: 8-59).

7. In the event of an assignment to Detective or reassignment of Patrolman, in no event with the total clothing allowance exceed \$1,500.00.
8. The Township will pay upon presentation of receipt, to Superior Officers, an amount of five hundred and fifty dollars (\$550.00) per Employee in 2008, six hundred dollars (\$600.00) in 2009, six hundred fifty dollars (\$650.00) in 2010, seven hundred dollars (\$700.00) in 2011, per Employee for the purchase of appropriate clothing as specified by the Chief of Police or his designee. A minimum amount of \$50.00 is required for each receipt submission from the Employee to the Township.

## **ARTICLE XV**

### **LONGEVITY**

1. Each Employee shall be paid, in addition to his current annual wage, longevity increment which shall be figured in and computed in as the Employee's base salary based upon his years of employment with the Ocean Township Police Department in accordance with the following schedule:

#### EMPLOYED AS OF DECEMBER 31, 1983

Upon completion of four (4) years of service	Three percent (3%)
Upon completion of nine (9) years of service	Four percent (4%)
Upon completion of twelve (12) years of service	Five percent (5%)
Upon completion of fourteen (14) years of service	Six percent (6%)
Upon completion of eighteen (18) years of service	Eight percent (8%)
Upon completion of twenty-three (23) years of service	Ten percent (10%)

EMPLOYED AFTER JANUARY 1, 1984

Upon completion of four (4) years of service	Two percent (2%)
Upon completion of nine (9) years of service	Four percent (4%)
Upon completion of fourteen (14) years of service	Six percent (6%)
Upon completion of eighteen (18) years of service	Eight percent (8%)
Upon completion of twenty three (23) years of service	Ten percent (10%)

2. Longevity will be included in an Employee's paycheck on a bi-weekly basis and computed as regular salary in regard to overtime and other benefits.

**ARTICLE XVI**

**EDUCATIONAL INCENTIVES**

1. The Employer agrees to pay to each Employee of the Police Department, in addition to his/her salary, an education incentive pursuant to the following table:
  - A. One (1) to one hundred twenty eight (128) credits toward a degree in criminal justice, police science, business administration, public administration or a degree that has been given prior approval by the Township Administrator - ten dollars (\$10.00) for each one (1) credit successfully completed.
  - B. Anything more than one hundred and twenty-eight (128) credits toward a degree in criminal justice, police science, business administration, public administration or a degree that has been given prior approval by the Township Administrator - seven dollars and fifty cents (\$7.50) for each one (1) credit successfully completed.
  - C. Employees shall be reimbursed for tuition paid after having submitted proof of a satisfactory grade of "C" or better.
2. The Employee shall each January submit a transcript and course description to the Township Administrator for each completed course for which the Employee(s) request payment. Payment for credit of successfully completed courses shall be made to Employees covered by this Agreement in the first pay period in February.

3. For courses taken after January 1, 1988, Employees shall provide degree requirements and how the courses fit those requirements to the Township Administrator.

## **ARTICLE XVII**

### **SALARIES**

1. The Township shall maintain the below listed percentage differences between ranks and increments within ranks. The percentage given to Patrol Officers shall also be the minimum percentage given to Superior Officers.

Sergeant - 7% above Corporal  
Lieutenant - 10 % above Sergeant  
Captain - 10 % above Lieutenant

A. Detective/Sergeant Stipend:

Any officer appointed or assigned as a detective/sergeant shall receive a 2% stipend in 2008, 2% stipend in 2009, 3% stipend in 2010 and 3% stipend in 2011. Upon being re-assigned or removed from the Detective Bureau, the officer will not continue to receive this stipend.

B. EMT Stipend:

Any employee holding a valid EMT certification shall receive an annual stipend of \$350.00, payable in the first pay in July of each calendar year. Such amount shall be pro-rated if the certification is held for less than one calendar year.

## **ARTICLE XVIII**

### **WORKING CONDITIONS**

The following policies for working conditions shall be established:

- A. The Police Department shall always be controlled by the Office of the Chief of Police.
- B. The Employer shall supply the Employee, at no cost to the Employee, shots for Hepatitis "B" unless refused by the Employee who shall sign a release for refusing the shots provided.
- C. The Employer shall provide a complete physical examination for each Employee to include chest x-ray, blood test, urinalysis and resting EKG, annually at no expense to the Employee. Such examination shall be scheduled to occur during the Employee's working hours. The physician

will be appointed by the Chief of Police and act as an agent of the Township. All medical reports are the property of the Police Department and will be used to determine an Employee's fitness for duty. A copy of the medical report will be given to the Employee.

- D. The Employer shall provide a police vehicle to all Employees attending police related functions outside the Township of Ocean.
- E. The Chief of Police shall at his discretion set up mandatory firearm qualifications to take place during regular working hours.
- F. The Employer shall grant the Employee three (3) personal days. The Employee is to notify the Chief of Police whenever possible, within a reasonable time prior to taking the personal days. Once the day has been granted no stipulations can be placed upon the Employee for that day. The day cannot be denied regarding the possibility of creating an overtime situation. One (1) of the personal days, if not used, may be taken in the next calendar year as a vacation day.
- G. The Employer shall allot five hundred (500) rounds of ammunition to each Employee to be used toward firearms practice over and above the two (2) mandatory handgun qualifications.
- H. The Employer agrees to purchase each Employee a cellular telephone. The Employee will be reimbursed for the purchase of the cellular telephone upon submitting the receipt not to exceed \$100.00. The Employer agrees to pay thirty-five dollars (\$35.00) monthly toward the cell phone bill. The Employee shall be reimbursed on the second pay of each month. The Employer shall not direct the day to day use of the telephone and the Employee does not maintain an on call status. Any and all additional costs for the use and care of the phone should be the responsibility of the Employee.

## **ARTICLE XIX**

### **SEPARABILITY AND SAVINGS**

If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and that all other provisions and applications of this Agreement shall continue in full force and effect for the duration of this Agreement. Additionally, the parties shall renegotiate concerning any such invalidated provisions. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing provisions of State and local laws.

## **ARTICLE XX**

### **GRIEVANCE PROCEDURE**

- 1. A. The purpose of this procedure is to secure at the lowest possible level, an equitable settlement of the problems which may arise affecting the terms and conditions of this

Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

- B. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with an appropriate member of the Department and having the grievance adjusted without the intervention of the PBA.
2. A grievance is defined as any controversy arising over the interpretation, application or violation of any provisions of this Agreement and may be raised by an individual, the PBA on behalf of and at the request of an individual or group of individuals, or the Employer.
  3. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived by mutual consent:

Step One:

1. An aggrieved Employee shall institute action under this provision, in writing hereof, within thirty (30) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved Employee and the Chief, for the purpose of resolving the matter informally. Failure to act with the said thirty (30) calendar days shall be deemed to constitute abandonment of the grievance.
2. The Chief of Police or designee shall render a decision, in writing, within ten (10) calendar days, after the grievance is first presented to him.

Step Two:

1. If the grievance is not resolved through Step One, or if no answer has been received by the Association within this time, the grievance shall be presented to the Township Committee or its designated representative within ten (10) calendar days from the date that the Chief or designee renders or should have rendered a decision. Said request for a Step Two hearing shall be filed with the Clerk of the Township. The township Committee, or its designated representative, shall present a decision in writing, within twenty one (21) calendar days after receipt of the written grievance.

Step Three:

1. If the grievance is not satisfied with the decisions rendered in Steps One and Two, he may submit his grievance to the arbitrator for final and binding resolution of the grievance. The request for such arbitration must be made in writing thirty (30) calendar days after the determination of the Township Committee or designated representative or the time in which such determination should be made in Step Two. The arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission. This shall constitute the exclusive remedies for the parties notwithstanding provisions of Title 40A or any other provisions of law which may pertain to the resolutions of disputes involving police officers.
2. The arbitrator shall be bound by the provisions of the Agreement and will restrict his opinion to the application of facts presented to him involved in the grievance. The arbitrator shall in no way have any authority to add to, modify, detract from or alter the provision of this Agreement or any amendment or supplement thereto.
3. The cost for the services or arbitration shall be borne equally between the Employer and the PBA. Any other expenses, including but not limited to the presentation of witnesses shall be paid by the party incurring same. The decision rendered by the arbitrator shall be final and binding, consistent with applicable law, and the agreement must be in writing with appropriate rationale for such.
4. The arbitrator shall only be permitted to hear one (1) grievance on only one (1) issue per arbitration. No multiple grievance arbitrations will be permitted unless by written consent of the Employer and the PBA prior to the commencement of the arbitration.
5. Either the Employer or the PBA may waive any Steps of the grievance procedure, but said waiver can only be done in writing and with consent of the other party in question.
6. The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the prior Step shall be deemed conclusive and shall not be appealable. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any Step in the grievance procedure.

**ARTICLE XXI**

**TERM OF AGREEMENT**

This Agreement shall be in full force and effect as of **January 1, 2008** through **December 31, 2011**. This Agreement contains the entire understanding of the parties and for all purposes shall be deemed the full and final settlement of all bargainable issues which were or could have been within the contemplation of both parties to this Agreement. All the provisions of this Agreement continue in full force and effect beyond the stated expiration date set forth herein until the successor agreement has been executed and becomes effective between the parties.

IN WITNESS WHEREOF, the parties have hereunto cause this to be signed and attested by the proper corporate officers and corporate seal affixed and have hereunto set their hands and seals on this                    day of                    , 2008.

TOWNSHIP OF OCEAN,  
OCEAN COUNTY

OCEAN TOWNSHIP PBA LOCAL 371  
SUPERIOR OFFICERS  
REPRESENTATIVE

BY: \_\_\_\_\_  
DANIEL M. VAN PELT, MAYOR

BY: \_\_\_\_\_  
OCEAN TOWNSHIP PBA 371  
S.O. REPRESENTATIVE

ATTEST:

ATTEST:

\_\_\_\_\_  
KENNETH J. MOSCA,  
TOWNSHIP ADMINISTRATOR

\_\_\_\_\_  
OCEAN TOWNSHIP PBA 371  
S.O. REPRESENTATIVE