

Contract no. 1547

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AGREEMENT  
BETWEEN  
TOWNSHIP OF BARNEGAT  
AND  
P B A LOCAL 296  
BARNEGAT TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION

FROM JANUARY 1, 1991 THROUGH DECEMBER 31, 1993

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PREAMBLE

THIS AGREEMENT, made this 6th day of April, 1992, by and between the TOWNSHIP OF BARNEGAT, a Municipal Corporation of the County of Ocean, State of New Jersey, hereafter referred to as "Employer" and the BARNEGAT TOWNSHIP POLICEMEN'S ASSOCIATION, LOCAL NO. 296, hereafter referred to as "PBA" as bargaining agent and on behalf of members of the Barnegat Township Police Department, Township of Barnegat, County of Ocean, State of New Jersey, hereafter referred to as "Employee".

WITNESS:

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

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

## ARTICLE I

### RECOGNITION AND SCOPE OF AGREEMENT

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

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

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

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

## ARTICLE II

### COLLECTIVE BARGAINING PROCEDURE

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

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

SECTION 3. Employees of the Employer who may be designated by the PBA to participate at collective bargaining meetings called for the purpose of the negotiation of a Collective Bargaining Agreement, will be excused from their work assignments.

ARTICLE III

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents or Employees against activity in the PBA.

The PBA shall not intimidate or coerce Employees into membership. Neither the Employer nor the PBA shall discriminate against any Employee because of race, color, creed, sex, national origin or political affiliation.

ARTICLE IV

SALARIES

The basic salary for each of the classifications shown shall be as follows:

A) ACROSS THE BOARD INCREASES

Effective 1/1/91 a five percent (5%) across the Board increase per step of the 1990 guide and category of the 1990 contract.

Effective 1/1/92 a three (3%) increase across the board increase above the 1991 guide per step and category.

Effective 7/1/92 and additional three (3%) across the Board increase above the 1992 increase which was effective on 1/1/92.

Effective 1/1/93 a six (6%) percent increase across the Board per step and category over the 1992 guide with the following exception:

CERTIFIED PATROLMEN salary rate shall be \$21,363 on 1/1/93.

B) NEW SALARY SCHEDULE

	EFFECTIVE 1/1/91	EFFECTIVE 1/1/92	EFFECTIVE 7/1/92	EFFECTIVE 1/1/93
CLERK	\$20,137	\$20,741	\$21,363	\$22,645
NON-CERTIFIED	\$19,143	\$19,717	\$20,308	\$21,527
CERTIFIED	\$21,352	\$21,993	\$22,653	\$22,653
12 MONTH	\$25,033	\$25,784	\$26,558	\$28,151
24 MONTH	\$27,242	\$28,059	\$28,900	\$30,634
36 MONTH	\$33,058	\$34,049	\$35,071	\$37,175
48 MONTH	\$35,238	\$36,295	\$37,384	\$39,627
60 MONTH	\$38,596	\$39,754	\$40,946	\$43,403

ARTICLE V

LONGEVITY

Each Employee shall be paid, in addition to his current annual wage a longevity increment, based upon his years of employment with the Employer a percentage of his basic salary, in accordance with the following schedule:

Start of 5th year of service	- 3 percent
Start of 9th year of service	- 4 percent
Start of 13th year of service	- 5 percent
Start of 17th year of service	- 6 percent
Start of 21st year of service	- 7 percent

Longevity payments will be included in the computation of the daily rates of pay for calculation of benefits, excluding salary increases. Upon retirement an officer will receive an identification card with the work "Retired" printed on same.

ARTICLE VI

VACATION LEAVE

SECTION 1. All regular full-time employees shall receive an annual vacation leave from duty with full pay.

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

SECTION 3. The accumulation of vacation time shall be cumulative from year to year, and shall be accumulated in accordance with the following scheduled:

YEARS OF SERVICE COMPLETED	TERMS OF STEP	MAXIMUM ACCUMULATION PER YEAR
	0 - 3 years	14 days
3	4 - 8 years	17 days
8	9 - 13 years	20 days
13	14 - 18 years	25 days
18	19 and over	27 days

SECTION 4. Vacation time for the forth coming calendar year will be allotted as of January 1. This provision allows members to utilize vacation leave without having first acquired or accumulated said leave, as stipulated in Article VI, Section 3 of this Agreement.

SECTION 5. All department personnel will pick up their vacation leave prior to March 1st. for the current year. Any two members regardless of rank, shall be permitted vacation leave at any given time, in accordance with Section 2, Article VI.

SECTION 6. Vacation time, once selected in accordance with Section 1-5, Article VI, will under no circumstances be denied. In the event vacation periods cause less than adequate shift coverage, officers will be called in on an overtime basis to cover said shifts.

SECTION 7. If unforeseen circumstances on the part of the Employee prevent taking vacation as had been scheduled prior to March 1st., he may reschedule vacation leave in any available time period not already allotted to another officer, however, 30 days prior notice must be given.

SECTION 8. Upon termination of employment for any reason, other than conviction of crime, all accumulated vacation time will be paid in cash to the Employee at his current rate of pay, no later than one month after termination of employment, less unearned vacation leave taken.

#### ARTICLE VII HOLIDAYS

##### SECTION 1.

Each employee shall receive 15 1/2 paid holidays per year. Payment for these holidays shall be made by the Employer to the Employee at straight time, seven days to be paid during the first pay period of June, and eight and one-half days to be paid during the first pay period of December.

##### SECTION 2.

These 15 1/2 holidays are: new Year's Day, Lincoln's Birthday (Observed), Washington's Birthday, Good Friday, Easter Sunday, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve (one-half day), Christmas Day.



## ARTICLE VIII

### SICK LEAVE

SECTION 1. All employees covered by this Agreement shall be granted sick leave with pay for the purpose of leave with pay from duty, in the event of any sickness and/or injury, at the rate of 1 1/4 days per month of service for a total of 15 working days per year.

SECTION 2. The amount of such sick leave not taken shall accumulate from year to year with a maximum of 365 days.

SECTION 3. For any sickness, illness, or injury occurring or arising to an Employee as a result of his employment, the Employee shall be given 15 working days of sick leave time before he is charged for the loss of any accumulated sick leave time. The granting of additional days for such additional job-related sick leave shall be determined on a case-by-case basis by the Police Committee, based upon police and medical reports of similar import. Submission of such reports are required only when an Employee seeks to obtain this additional non-deductible sick leave time beyond the first 15 working days non-deductible sick leave time.

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

SECTION 5. Each Employee has the option to change five (5) sick days per year to vacation time, provided the Employee has a minimum of thirty (30) accumulated sick days.

SECTION 6. Upon termination of employment for any reason, all accumulated sick leave time and other accumulated benefits will be paid in cash to the Employee at his current rate of pay, no later than one (1) month after termination of employment, less earned sick leave taken.

SECTION 7. Sick leave time may be taken in full days or a fraction thereof.

## ARTICLE IX

### PERSONAL LEAVE DAYS

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

## ARTICLE X

### DEATH LEAVE

All regular full-time employees covered by this agreement shall receive five (5) working days off with full pay in the event of a death in the Employee's family.

For any death other than that of the immediate family one (1) day shall be granted. The term immediate family shall include spouse, children, parents, brothers, sisters, spouse's parents, brothers and sisters and grandparents of the Employee or spouse.

All regular full-time employees covered by this Agreement shall receive eight (8) working days off with full pay in the event of the death of his/her spouse or children.

## ARTICLE XI

### EATING PERIOD

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

ARTICLE XII

EDUCATION INCENTIVE

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

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

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

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

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

SECTION 5. The maximum amount of payment for college incentive in any one year is \$2,000.00. Education and training incentive money earned shall be paid annually in two separate payments. The first payment to be made shall coincide with the first payroll in March. The second payment shall coincide with the first payroll in November. Education and training incentive money earned shall continue with the Employee's employment with the Barnegat Township Police Department.

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

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

ARTICLE XIII  
HEALTH BENEFITS

A. MEDICAL CARE

The Township shall provide to each full time employee and the employee's immediate family (spouse and children), the following hospital and medical benefit.

Comprehensive Hospital/Physician coverage with the following deductibles and limits.

- \$100., \$300. per family first dollar coverage paid by the Employee;
- Co-insurance deductible of 20% to \$3,000. of coverage paid by the Township.
- Other limits to match the current level of coverage at the date of this agreement.

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

B. VISION CARE

The Township shall provide for the costs of vision care for employees up to a maximum amount of \$100. per calendar year. The employee may use this benefit for any member of his/her immediate family. Family means a member of the employees family residing within his/her home and includes students up to the age of 23 years old.

C. DENTAL CARE

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

- \$25. deductible for employee, \$75. per family
- 100% preventative care
- 80% basic care
- 50% prosthodontic services
- other limits to match the current level of coverage at the date of this agreement.

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

#### D. PRESCRIPTION PLAN

The Township shall provide a Prescription Plan through a carrier that provides a prescription card service with the following coverages:

Current Co-pay - the Township shall provide a \$1.00 Prescription Plan;

Effective July 1, 1992 - Co-pay shall be \$1.00 for generic drugs and \$3.00 for named brand drugs paid for by the employee;

- Other limits shall be equal to the current coverage as provided by the current carrier at the date of this agreement.

#### ARTICLE XIV

##### BOOKS FOR POLICE COURSES

The Employer agrees to reimburse the Employee for the purchase of required books needed for any college course taken toward earning a police or police-related degree.

Payment will be made to the employee upon submission of paid receipts for same.

#### ARTICLE XV

##### OVERTIME

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

SECTION 2. In the event that an Employee is called to report to work during his off-duty time for any reason, his on-duty time will be considered to begin at the time that he is contacted and his overtime will begin at that time. An Employee called out during his off-duty time will be given a minimum of one hour's pay at time and one-half. If his call out time exceeds one hour, by any amount of time, he will be paid for the second hour at time and one-half.

SECTION 3. Any Employee placed on on-call status during a holiday shall be paid four hours of straight-time compensation. This on-call compensation is separate from and in addition to any overtime pay that might be due for a call-out under Section 2 of this Article. However, in the event that an Employee is called to report to work during his off-duty time, while on call status, the Employee shall not be entitled to compensation under this Section from the time that he is contacted to report to work, but shall receive only that compensation provided for under Section 2 from the time that such Employee is contacted.

## ARTICLE XVI

### UNIFORM AND CLOTHING ALLOWANCE

SECTION 1. All initial uniforms and equipment for a starting Employee are to be issued and paid for by the Employer. Upon completion of the probationary first year of service, the Employee will receive a uniform allowance of \$525.00 for the replacement of worn or damaged uniforms or equipment. Said payment to each Employee shall be made at the first pay period of January.

SECTION 2. Effective January 1, 1992, each Employee shall receive, in addition to his basic salary, a uniform maintenance allowance in the amount of \$575.00 which is to be paid to each Employee at the first pay period of June.

Effective January 1, 1993 each Employee shall receive, in addition to his basic salary, a uniform maintenance allowance in the amount of \$625.00, Said payment shall be paid to each Employee at the first pay period of June.

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

- 1 belt buckle
- 1 hat shield\*
- 1 bullet case
- 2 badges\*
- 1 set of insignias for shirts
- 5 long sleeve shirt
- 6 short sleeve shirts
- 1 jacket
- 2 hats
- 2 hat bands
- 2 ties
- 1 jump suit
- 1 Garrison belt (basketweave)
- 1 Sam Browne belt 1 ID. Case
- 5 pairs of pants
- 1 whistle set
- 2 name plates
- 1 key holder
- 1 Cuff case (open type)
- 1 PR 24 holder
- 1 PR 24
- 1 handcuffs \*
- 1 9 mm Semi Auto pistol
- 1 pair of shoes
- 1 set of rain gear
- 1 tie clasp
- 1 flashlight

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

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

#### ARTICLE XVII

##### WORK SCHEDULE

SECTION 1. The regular work schedule for Department Personnel will consist of four days on duty followed by two days off duty.

SECTION 2. The duty schedule for all Department personnel will be posted by the fifteenth day of preceding month for which schedule is to be worked.

#### ARTICLE XVIII

##### SEVERANCE PAY

The Employer agrees to pay the Employee, in addition to any other accumulated time, one day's pay for each year of service on Department upon termination of employment for any reason other than conviction of a crime.

#### ARTICLE XIX

##### LEGAL AID

SECTION 1. Whenever a member or officer of a municipal police force or department is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with the necessary means for a defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

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

## ARTICLE XX

### DEATH BENEFITS

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

## ARTICLE XXI

### SAVINGS CLAUSE

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

## ARTICLE XXII

### MANAGEMENT

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

## ARTICLE XXIII

### PENSIONS

The employer shall continue to make contributions as heretofore to provide pension and retirement benefits to Employees covered by this Agreement, under the Public Employees Retirement System, pursuant to the provision of the Statutes and Laws of the State of New Jersey.



## ARTICLE XXIV

### GRIEVANCE PROCEDURE

In order to provide for the expeditious and mutually satisfactory settlement of grievances, the parties agree that the grievance procedure as outlined in the existing grievance procedure ordinance of the Township of Barnegat, providing for the procedure for the grievances of police employee's disputes, shall be the grievance procedure to be followed. The provisions of said ordinance are incorporated herein and made a part of this Agreement.

A grievance is hereby defined as any complaint, controversy, misunderstanding or dispute arising between the Employer and any employee represented by the PBA, with regard to wages, hours of work or other conditions of employment.

## ARTICLE XXV

### DURATION

This Agreement shall be in effect as of, and applied retroactively to the first day of January, 1991, to and including the last days of December, 1993. In the event that a new written contract has not been entered into between the Employer and the PBA on or before the last day of December, 1993, then all of the terms and conditions of this contract shall be in full force unless and until a new contract has been negotiated.

## ARTICLE XXVI

### RETENTION OF BENEFITS

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

## ARTICLE XXVII

### SHIFT CHANGES

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

ARTICLE XXVIII

SHIFT DIFFERENTIAL

Each Employee assigned to work regular hours between midnight and 8:00 A.M. shall receive a differential of 1% above his regular hourly rate.

ARTICLE XXIX

COMPLETENESS OF AGREEMENT

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

ARTICLE XXX


SPECIAL MISCELLANEOUS

Officer Michael Mitchell shall be placed on guide as of August, 1992 (providing he successfully completes certification) he shall be on Step 1 (12 month step).

IN WITNESS WHEREOF, the parties have hereunto set their  
hands and seals this 6th day of April, 1992.

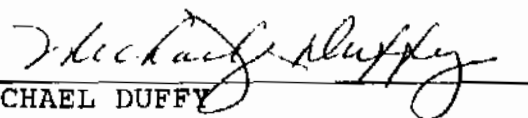
**TOWNSHIP OF BARNEGAT**

BY   
WILLIAM J. GILMOUR, MAYOR

ATTEST   
VERONICA E. JASINA, CLERK

**BARNEGAT TOWNSHIP PBA LOCAL 296**

BY   
WILLIAM SIERCHIO

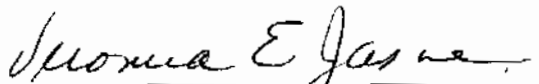
BY   
MICHAEL DUFFY

RESOLUTION 1992-166

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Mayor and Municipal Clerk are hereby authorized to sign a Contract Agreement between the Township of Barnegat and the Barnegat Township Policemen's Benevolent Association, PBA Local #296 for the period of January 1, 1991, through December 31, 1993.

CERTIFICATION

I, Veroncia E. Jasina, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their regular meeting held on the 20th day of April, 1992, in the Municipal Court Room, 900 West Bay Avenue, Barnegat, New Jersey.

  
Veronica E. Jasina RMC