

AGREEMENT

Between

**BOROUGH OF OCEANPORT
MONMOUTH COUNTY, NEW JERSEY**

And

**NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION
OCEANPORT LOCAL NUMBER 364**

JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

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PREAMBLE

THIS AGREEMENT, MADE THIS _____ DAY OF _____, 2021, BY AND BETWEEN the Borough of Oceanport, Monmouth County, New Jersey (hereinafter referred to as the "Borough") and the Oceanport police officers of Policemen's Benevolent Association, Incorporated, Local 364, below the rank of Chief of Police (hereinafter referred to as the "Association") represents the complete and final understanding on all bargainable issues between the borough and the association.

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ARTICLE I - RECOGNITION

- A. The Borough recognizes the Association for the purpose of collective negotiations as the exclusive representative of all members of the Oceanport Police Department, excluding the Chief of Police, in the negotiations unit and excluding all other employees, and reference to males shall include female police officers.
- B. The benefits and other conditions of employment provided in the within Agreement shall apply to all members of the Police Department.

ARTICLE II - MANAGEMENT RIGHTS

- A. The Borough 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:
 - 1. To the executive management and administrative control of the municipal government and its properties and facilities, and the activities of its employees;
 - 2. 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;
 - 3. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.
- B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, 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 the United States.

ARTICLE III - RULES OF THE BOROUGH

The parties agree that the Borough has the right to make reasonable rules and regulations. All rules and regulations promulgated by the Borough for the proper and efficient operation of the public service shall be duly and conspicuously placed.

ARTICLE IV - SALARY

All wages and increases are set forth in the schedules below:

A. **Salary:** Salary increases will be based upon the following increases for the identified year, or part thereof, of the agreement:

Salary Guide "A"

Salary Guide "B"

January 1, 2021	2.125%
January 1, 2022	2.125%
January 1, 2023	2.125%
January 1, 2024	2.125%
January 1, 2025	2.125%

Captain/Lieutenant/Sergeant

Salary Guide "A" & "B"

January 1, 2021	2.125%
January 1, 2022	2.125%
January 1, 2023	2.125%
January 1, 2024	2.125%
January 1, 2025	2.125%

1. Patrol steps Patrol "1" through "9" in salary guide "A" and Patrol steps Patrol "1" through "12" will each have a term of one (1) year based upon the member's anniversary of date of hire.
2. Patrol "8a" will apply to the salary guide "A" as an additional step in between step "8" and step "9" to all in step employees hired prior to January 1, 2016. It shall only apply to employees covered by this agreement between the steps of Patrol "1" and Patrol "8" of Salary Guide "A" upon the signing of this agreement.
3. Employees covered by this agreement with a date of hire prior to January 1, 2016 shall follow the salary guide below labeled "Salary Guide A"
4. Employees covered by this agreement with a date of hire on or after January 1, 2016 shall follow the salary guide below labeled Salary Guide "B"

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Salary Guide "A"

Applies to employees with a date of hire prior to January 1, 2016

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Captain	\$133,744.95	\$136,587.03	\$139,489.51	\$142,453.66	\$145,480.80
Lieutenant	\$130,396.36	\$133,167.28	\$135,997.08	\$138,887.02	\$141,838.37
Sergeant	\$127,048.93	\$129,748.72	\$132,505.88	\$135,321.63	\$138,197.22
Patrol 9	\$116,024.12	\$118,489.63	\$121,007.54	\$123,578.95	\$126,205.00
Patrol 8a	\$99,325.75	\$101,436.43	\$103,591.95	\$105,793.28	\$108,041.39
Patrol 8	\$93,564.88	\$95,553.14	\$97,583.64	\$99,657.29	\$101,775.01
Patrol 7	\$85,261.10	\$87,072.90	\$88,923.20	\$90,812.81	\$92,742.59
Patrol 6	\$76,956.29	\$78,591.61	\$80,261.69	\$81,967.25	\$83,709.05
Patrol 5	\$68,651.49	\$70,110.33	\$71,600.18	\$73,121.68	\$74,675.52
Patrol 4	\$60,347.71	\$61,630.09	\$62,939.73	\$64,277.20	\$65,643.09
Patrol 3	\$52,042.90	\$53,148.81	\$54,278.22	\$55,431.64	\$56,609.56
Patrol 2	\$43,738.10	\$44,667.53	\$45,616.71	\$46,586.07	\$47,576.02
Patrol 1	\$33,390.79	\$34,100.34	\$34,824.98	\$35,565.01	\$36,320.76

Salary Guide "B"

Applies to employees with a date of hire on or after January 1, 2016

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Captain	\$133,744.95	\$136,587.03	\$139,489.51	\$142,453.66	\$145,480.80
Lieutenant	\$130,396.36	\$133,167.28	\$135,997.08	\$138,887.02	\$141,838.37
Sergeant	\$127,048.93	\$129,748.72	\$132,505.88	\$135,321.63	\$138,197.22
Patrol 12	\$116,024.12	\$118,489.63	\$121,007.54	\$123,578.95	\$126,205.00
Patrol 11	\$101,103.75	\$103,252.20	\$105,446.31	\$107,687.05	\$109,975.40
Patrol 10	\$95,997.50	\$98,037.45	\$100,120.74	\$102,248.31	\$104,421.08
Patrol 9	\$89,870.00	\$91,779.74	\$93,730.06	\$95,721.82	\$97,755.91
Patrol 8	\$83,742.50	\$85,522.03	\$87,339.37	\$89,195.33	\$91,090.73
Patrol 7	\$77,615.00	\$79,264.32	\$80,948.69	\$82,668.85	\$84,425.56
Patrol 6	\$71,487.50	\$73,006.61	\$74,558.00	\$76,142.36	\$77,760.38
Patrol 5	\$65,360.00	\$66,748.90	\$68,167.31	\$69,615.87	\$71,095.21
Patrol 4	\$59,232.50	\$60,491.19	\$61,776.63	\$63,089.38	\$64,430.03
Patrol 3	\$53,105.00	\$54,233.48	\$55,385.94	\$56,562.89	\$57,764.86
Patrol 2	\$46,977.50	\$47,975.77	\$48,995.26	\$50,036.41	\$51,099.68
Patrol 1	\$40,850.00	\$41,718.06	\$42,604.57	\$43,509.92	\$44,434.50

ARTICLE V – HOURS OF WORK AND OVERTIME

A. All employees covered by this Agreement shall work a Pitman or Modified Pitman schedule, as agreed upon between the Association, the Chief of Police and the Borough, with each shift being twelve (12) hours in duration.

1. The Pitman Schedule shall follow either of the two work sequences:

a) two (2) days on followed by two (2) days off, three (3) days on followed by two (2) days off, two (2) days on following by three (3) days off; OR

b) two (2) days off followed by two(2) days on, three (3) days off followed by (2) days on, two (2) days off followed by three (3) days on.

Officers shall rotate after two (2) full sequences between Day Shift (7am - 7pm) and Evening Shift (7pm – 7am).

2. The Modified Pitman Schedule shall consist of three (3) days on duty and three (3) days off duty. Officers shall work a five (5) set rotation between Day Shift (7 am – 7pm) and Evening Shift (7pm – 7am).

Upon Agreement between the member and administration the member's shift or rotation may be adjusted. Any Officer having their shift altered within 72 hours of working said shift shall be compensated with twelve (12) hours of compensatory time off.

The Pitman or Modified Pitman format may be adjusted for an Officer to attend training only. Any other adjustments resulting in an officer working on his scheduled days off shall be considered Overtime and said officer shall be compensated at time and one-half of the regular straight time hourly rate in cash or compensatory time off.

However, the Captain of Police, and assigned Detective(s) shall work a schedule that consists of 2080 hours worked annually. The Captain, and Detective(s) schedule shall be assigned at the discretion of the Chief of Police.

B. All work authorized to be done in excess of the normal work schedule, as outlined in Section A, shall be compensated at time and one-half of the regular straight time hourly rate in cash or compensatory time off at the discretion of the Chief of Police. Compensatory time off shall be computed at the rate of one and one-half hours for each hour of time worked. There shall be a minimum call up time of three (3) hours, including appearances required in Municipal Court as set forth in Paragraph C of this Article. Such minimum call up time

shall be compensated for at the overtime rate applicable to an employee who is otherwise off-duty at that time. IN construing such overtime, payments shall be made on the following basis:

1. Overtime shall be paid for all time authorized to be worked beyond the regular hours of duty after the first 30 minutes.
2. Time spent at any police training, range qualifications or mandatory department training on the Officer's day off, shall be compensated as compensatory time at rate of one and one-half hours for each hour of training with the approval of the Chief in advance of the training. Generally, training should be scheduled so that overtime is not incurred.

C. All time spent in Municipal Court while an employee is otherwise off duty, the Court Appearance of the employee is required by the Court, will be paid at a rate equivalent to one and one-half times the normal pay of the police officer involved or equivalent compensatory time, with a minimum of three hours, at the discretion of the Chief of Police. The total monetary allowance allotted for this purpose shall be divided equally among the four fiscal quarters of the year.

D. In the event that any employee shall be required to appear in other Municipal Courts while otherwise off duty, he shall receive a rate equivalent to one and one-half times the normal pay of the police officer involved or equivalent compensatory time, with a minimum of three hours, at the discretion of the Chief of Police. "Required to appear in Court" shall mean that the covered employee's presence is necessary as witness to the prosecution and said employee has been so notified by the Court. This is to include juvenile hearings at the municipal level, as well as Municipal Courts and hearings of other jurisdictions if the employee is required as a result of another police Department requesting assistance of an Oceanport Policeman and that assistance results in the employee being required to testify on behalf of such other department.

E. All required appearances in Courts other than Municipal Court (i.e. – Monmouth County, Superior Court, Juvenile, Motor Vehicle Hearings, Federal Court, etc.) while the employee herein is otherwise off duty, shall be compensated at the overtime rate with a minimum of three (3) hours.

Kelly Time Selection (PITMAN ROTATION)

All officers working a Pitman 12-hour work schedule, shall be provided nine (9) twelve (12) hour "Kelly Days" (or 108 hours) annually. Said "Kelly Days" shall be utilized prior to the end of the calendar year.

"Kelly Day" selection process is as follows:

- a. Kelly day selections will be based on officer seniority.

- b. Kelly Days will be selected once all vacation time has been scheduled.
- c. Kelly Days scheduled in two (2) or three (3) day sets will have priority over single days.
- d. The most senior officer in each squad shall select a two (2) or three (3) day set of Kelly Days; the next officer in line by seniority shall select a two (2) or three (3) day set, until it reaches the least senior officer. The process shall repeat until all Kelly Days have been scheduled.
- e. If Kelly Days have not been selected and are held by an officer, administration may schedule an officer's remaining Kelly Days as necessary.
- f. Any Kelly Days that are held at an officer's request and not used by the end of the calendar year will be lost.
- g. Kelly Day selections cannot incur overtime.

Kelly Time Selection (MODIFIED PITMAN ROTATION)

All officers working a Pitman 12-hour work schedule shall be provided nine (9) twelve (12) hour "Kelly Days" (or 108 hours) annually. Said "Kelly Days" shall be utilized prior to the end of the calendar.

"Kelly Day" selection process is as follows:

- a. Kelly day selections will be based on officer seniority.
- b. Kelly Days will be selected once all vacation time has been scheduled.
- c. Kelly Days scheduled in three (3) day sets will have priority over single days.
- d. The most senior officer in each squad shall select one (1) three (3) day set of Kelly Days; the next officer in line by seniority shall select a three (3) day set, until it reaches the least senior officer. The process shall repeat until all Kelly Days have been scheduled.
- e. If Kelly days have not been selected and are held by an officer, administration may schedule an officer's remaining Kelly Days as necessary.
- f. Any Kelly Days that are held at an officer's request and not used by the end of the calendar year will be lost.
- g. Kelly Day selections cannot incur overtime.

ARTICLE VI – DETECTIVE ASSIGNMENT

Any needed detective(s) work shall be on an assignment basis at the discretion of the Chief of Police, and shall be entitled to the following:

- 1. A detective assignment will be assigned to an officer for a minimum of one (1) Calendar year for

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scheduling purposes.

2. The detective assignment term can be decreased or removed upon agreement of assigned officer and Chief of Police.
3. Chief of Police can remove assigned officer for administrative purposes with just cause.
4. Detective(s) shall be entitled to receive pay stipend in the amount of \$250.00 per month in addition to their respective salary listed in Article IV.
5. In the event an officer is removed from the detective assignment consistent with the above, his/her vacation selections for that year shall not be disturbed or otherwise changed.

ARTICLE VII - GRIEVANCE PROCEDURE

Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to 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.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss that matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

Definition:

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the Borough.

A. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Borough initiated grievances

which will proceed in accordance with Section D, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One:

The aggrieved shall institute action, in writing, under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred. 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. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned ten (10) calendar day limitation may be extended upon presentation to the Chief of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Chief or his designee shall render a written decision within ten (10) days after receipt of the grievance.

Step Two:

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within ten (10) calendar days after the answer from the first step is received, except that in disciplinary action grievances, the written request for a second step meeting shall be made within seven (7) calendar days after the answer from the first step is received. The Chief or his designee shall set a meeting within seven (7) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Borough Council Liaisons and the Chief with the P.B.A. representative and the P.B.A. Attorney, if requested by the grievant. The Police Committee's written answer to the second step shall be delivered to the P.B.A. within ten (10) calendar days after the meeting. The Borough shall be entitled to have the Borough Attorney or Special Counsel in attendance should the P.B.A. have their attorney present.

Step Three:

If the aggrieved person is not satisfied with the decision rendered on the second level, he may within ten (10) calendar days notify the Borough Council, in writing, that he wishes to have them rule on the aggrieved matter. A meeting shall be set with the Borough Council in Executive Session within thirty (30) days after the Borough Council has received the request that it rule on the matter. At such meeting, the aggrieved may appear with a representative of the P.B.A. and the P.B.A. Attorney, if requested by the grievant. The Borough Council's answer to the third step shall be delivered to the P.B.A., in writing, within seven (7) calendar days after said meeting.

Step Four:

If no satisfactory resolution of a grievance is reached at Step Three, within twenty (20) calendar days, the grievance may be referred to the Public Employment Relations Commission (PERC) for the selection of an arbitrator, pursuant to the rules of PERC. The decision of the arbitrator shall be final and binding upon the parties. The general expenses of such arbitration shall be borne equally by the parties, except that each party shall bear the expense of its' own representatives and witnesses.

B. Borough Grievances:

Grievances initiated by the Borough shall be filed directly with the P.B.A., in writing within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Borough and the P.B.A. in an earnest effort to adjust the differences between the parties.

C. Police Benevolent Association – Defined

The term P.B.A. as used herein shall pertain to the President of the Oceanport P.B.A., Local 364 whose official mailing address is P.O. Box 364, Oceanport, New Jersey 07757. Parties agree that the Borough shall fulfill whatever notice requirements it may have under this Agreement by forwarding said notices to the aforementioned address. If during the term of this contract such address should change it shall be incumbent upon the President of Oceanport P.B.A. Local 364 to advise the Borough Administrator of the Borough of Oceanport as to such change.

ARTICLE VIII - ASSOCIATION REPRESENTATIVES

(Employee Rights)

The Association shall have the right to designate such members of the Association as it deems reasonably necessary as Association representatives. The parties mutually agree not to discriminate against any employee due to his participation in or lack of participation in Association activities.

ARTICLE IX - HOLIDAYS and PERSONAL DAYS

- A. The schedule of Borough Holidays that the PBA are entitled to shall be 10 days with the actual holidays determined by the Federal Calendar. In consideration of a previous reduction in Borough Holidays, personal time is granted to all current employees as indicated in paragraph B. The personal time must be taken in the year earned and cannot be carried over. All Holiday pay as provided in this Article shall be paid to the employee bi-weekly as part of the employee's regular pay, though not a part of the employee base salary so as same may be credited to the calculation of the respective employee's pension benefits.
- B. Employees shall earn personal time as follows: Twenty Four (24) hours of personal time at the date of hire: After 4 years of service, an additional twelve (12) hours of personal time shall accrue. After 8 years of service an additional twelve (12) hours shall accrue for a maximum total of forty eight (48) hours of personal time. For the purposes of calculating, the days shall become effective on January 1 of the calendar year following the milestone. This time may be taken as single or consecutive days (up to 24 hours of personal time), subject to prior notice of at least 48 hours, limited by staffing and operational needs. It shall not be necessary to state the reason for requesting any personal time off. The use of any personal time shall require prior approval of the Chief of Police, who reserves the right to decline any such request at his sole discretion. Approval or denial of the use of personal time shall be confirmed by the Chief in writing or by email. It shall not be necessary to state the reason for the denial of requested use of any personal time.
- C. Any additional days off (i.e. days declared by the Mayor or Governing Body for any reason other than set forth herein), to the days set forth herein, granted to other municipal

employees, shall be granted with full pay to the employees covered by this Agreement. If it is required that the employee herein be required to work on such day they will be compensated at the Holiday rate of two (2) hours pay for each hour worked, to be paid at the conclusion of that pay period.

ARTICLE X - CLOTHING PURCHASE and MAINTENANCE ALLOWANCES

A. Each member shall receive an annual clothing purchase allowance as follows:

2021	2022	2023	2024	2025
\$900	\$900	\$900	\$900	\$900

Clothing purchase allowances may be used for work-related equipment, other than uniforms, with the approval of the Chief of Police. Each Detective shall receive a clothing purchase allowance of \$1,050.00 in two (2) equal semiannual installments.

B. Each member shall receive an annual clothing maintenance allowance of \$825.00. This amount shall be prorated on a monthly basis upon member's retirement or upon the hiring of a new officer.

C. Clothing damaged in the course of the performance of a member's duty, excluding ordinary wear and tear and not due to the officer's neglect, shall be replaced at Borough's expense without deduction from the allowance set forth in Sections A and B above.

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ARTICLE XI - NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article VI.
- C. The Association will actively discourage and will take whatever affirmative steps as are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Borough.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough or this Association in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction, or damages or both in the event of such breach by the Association or its members.

ARTICLE XII - MILITARY AND OTHER LEAVE

- A. All employees covered by this Agreement shall receive military leave in accordance with the applicable United States and New Jersey Statutes.
- B. A leave of absence with pay shall be given to every employee who is a duly authorized representative, delegate or alternate delegate of the New Jersey State Policeman's Benevolent Association, Inc., the New Jersey State Exempt Firemen's Association, the New

Jersey Firemen's Association, Veteran's of Foreign Wars, Disabled American Veterans, Army and Air National Guard Association of New Jersey, The National Guard Association of the United States, The United States Coast Guard Auxiliary to attend any State or national convention of the Organization. The leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention.

C. Bereavement leave:

1. In the event of a death in the employee's immediate family, the employee will be granted a leave of absence with pay, not to exceed three (3) days. Additional leave may be granted when necessary with the approval of the Mayor and Council.
2. The granting of such leave shall be made upon notification to the Chief of Police, or his designee, by the employee. The Chief, or his designee, shall complete and forward a leave of absence form to the Borough Clerk.
3. "Immediate family" means mother, father, step-parent, father-in-law, mother-in-law, child, spouse, stepchild, foster child, grandparent, grandchild, sister, brother, aunt, uncle, nephew and niece.

ARTICLE XIII - NON-DISCRIMINATION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce employees into membership.

ARTICLE XIV - VACATIONS

- A. Annual Vacation Leave with pay shall be earned and computed as follows:
1. During the first calendar year of employment, 6 hours per month with a maximum of sixty (60) hours.
 2. From the second through the fifth calendar years of service, (80) working hours per year.
 3. From the sixth through the tenth calendar years of service, (120) working hours per year.
 4. From the eleventh through the fifteenth calendar years of service, (160) working hours per year.
 5. From the sixteenth calendar year of service and thereafter, (200) working hours per year
- B. All current members as of the signing of the previous agreement dated 1/1/2012 through 12/31/2015, shall receive an additional 36 vacation hours in addition to the listed vacation hours in Article XIV Section A. This adjustment shall only apply to current members upon the signing of said agreement.
- C. Vacations must be taken during the current year in compliance with the applicable Borough Ordinance at such time as permitted or directed by the Borough unless the Borough determines that it cannot be taken because of the pressure of work. Any unused vacation time may, with the written approval of the Chief of Police, or his designee, be carried forward into the next succeeding year.

ARTICLE XV - SICK LEAVE

The Employees agree that the Sick Leave Policy contained within the Employee Handbook of the Borough of Oceanport shall apply to them and is hereby incorporated herein by reference as if fully set forth.

- A. The ability to "buy back" sick days upon retirement shall not exceed 100 days or \$27,800.00, whichever is less.

- B. Upon retirement, an individual employee's payoff for accumulated sick time shall be as follows:
 - 1. Upon providing the Borough of Oceanport with notice by March 1st of the calendar year in which retirement is proposed, a lump sum payment may be made in full at the date of retirement or in either two (2) or three (3) equal annual payments, the first at the date of retirement, and the remainder by March 1st of the subsequent calendar years. The number of payments shall be made at the Borough's option.
 - 2. Employees not providing notice of retirement by the March 1st date shall receive payment in full at the date of retirement or in either two (2) or three (3) equal annual installments by March 1st of each succeeding calendar year, as the Borough may elect.
 - 3. In the event an employee must apply for a medical disability retirement and has not served a notice to the Borough by March 1st as contained in this Article XIV, such accumulated sick time may be paid in either two (2) or three (3) equal annual installments, the first of which shall be paid upon approval of the disability retirement application by the State of New Jersey, and the balance by March 1st of each succeeding calendar year, as the Borough may elect.
 - 4. Nothing herein shall restrict the right of the Borough to make payment of the full amount during the year of retirement notice if it so elects.

ARTICLE XVI - HEALTH INSURANCE

- A. Effective on May 1, 2016 or as soon thereafter as possible, the PBA agrees to enroll in the health & welfare benefits policy "Aetna CJHIF HSA" plan with a \$1,500 deductible for single covered plan and \$3,000 deductible for either two adults/parent & child/ or family plan.

"Aetna CJHIF HSA" single person coverage shall be offered for the first three (3) years from the date of hire, after which the Borough shall provide coverage for all legal dependents of a member. "Dependents" shall be defined as including those persons of a member's family normally covered by the provisions of a standard contract or policy. Any contract participant shall have the right to upgrade their plan coverage at their own expense and cost. Any contract participant shall be entitled to refuse coverage or "Opt Out" of the plan at his election. In the event a contract participant, so elects, he shall be entitled to the sum of Three Thousand Five Hundred (\$3,500.00) dollars per annum or so pro-rated during the coverage year, subject to appropriate Federal and State taxes. The Borough shall make the appropriate "Opt-Out" payment to the member of the Association at the conclusion of the premium year. Any member choosing to "Opt Out" has the right to "Opt" back in to the health insurance plan without penalty to said member.

Benefit choices made during the open enrollment period will become effective January 1 and remain in effect until the next January 1 unless there is a Special Enrollment event or a change in family status during the year (birth, death, marriage, divorce, adoption) or loss of coverage due to loss of a Spouse's employment. To the extent previously satisfied, coverage Waiting Periods will be considered satisfied when changing from one benefit option under the Plan to another benefit option under the Plan".

- B. The Borough agrees to fund each member covered under this agreement that is enrolled in the "Aetna CJHIF HSA" plan, \$1,500 per annum for single plan and \$3,000 per annum for either two Adults/parent & child/ or family plan. Said contributions shall be deposited in each member's HSA account pursuant to the terms detailed below.
1. Any contract participant shall be entitled to enroll or change plan type (single, two Adults, parent & child, family) during each annual enrollment period.
 2. Each member covered by this agreement shall receive their contribution into their HSA account from the borough on January 1st of each calendar year in accordance to the currently enrolled plan type.
 3. In the event the entire borough contributed amount into the member's HSA is depleted in the calendar year, by any employee and they have additional charges for prescription drugs, the following shall apply:
 - a. The employee may receive an additional contribution to their HSA by the Borough to cover the co-insurance portion (30%) of any mail order

generic drugs up to ½ of the IRS maximum permitted.

- b. This shall be on a per calendar year basis.
- c. This shall be paid to the employee at the beginning of the next calendar year upon a showing of the following:
 - i. All funds contributed by the Borough to their HSA have been depleted.
 - ii. Bills from the mail order pharmacy showing the deductible expenses incurred after the depletion of the funds contributed by the Borough to the HSA during the calendar year.

4. The Borough will assign a health officer and conform with all HIPAA privacy rules.

- C. The Borough agrees to provide dental coverage that is equal to or better than that plan in effect during 2003. In addition, the maximum amount of dental coverage to which each employee shall be entitled each year shall be \$1,500.00 and the annual deductible sum for each employee shall be \$25.00. Single person coverage shall be offered for the first three (3) years from the date of hire, after which the Borough shall provide dental coverage for all legal dependents of a member. "Dependents" shall be defined as including those persons of a member's family normally covered by the provisions of a standard dental insurance contract or policy.
- D. In addition to the medical benefits currently provided for members of the Association and their families, the Borough shall provide medical benefits (including hospitalization, major medical and dental insurance) for surviving spouses and dependent children of a member who dies, whether retired or current full-time employees of the Borough, subject to the limitations of Paragraph F of this Article XVI. Such coverage shall continue until the surviving spouse attains the age of 65 and for dependent children until each child has attained the age of 19 or for a period of fifteen (15) years from the date of death, whichever shall first occur. In the event the surviving spouse shall remarry while receiving medical and dental benefits as herein provided, all such benefits for both the surviving spouse and dependent children shall terminate upon such remarriage.
- E. The Borough agrees that it will not modify any existing medical, dental or insurance benefits granted to members of the Oceanport Police Department covered by this Agreement without prior notification to the P.B.A. representative and according to such representative an opportunity to be heard; provided, however, that no such notification shall in any way diminish the benefits established under the terms of this Agreement.

- F. Upon retirement, each member will be entitled to receive such hospitalization and medical coverage as is being provided to current members of the bargaining unit and as modified through future collective bargaining agreements. The Borough shall have the right to require enrollment in individual Medicare supplemental insurance for those members who are eligible for Medicare.

- G. The Opt out Provision is extended to retirees. The retiree is restricted to current plan offerings (those in effect at the time the option is no longer exercised). A retiree may opt out of coverage after retirement. Once a retiree opts out, they shall not be allowed to opt back into coverage. Retirees shall be required to pay all premiums co-sharing or increased deductible levels as included in the effective collective bargaining agreement. This provision remains in effect as determined by other eligibility requirements set forth in this agreement.

ARTICLE XVII - BILL OF RIGHTS

The wide ranging powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts, may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to insure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following rules are hereby adopted:

- A. The interrogation of an employee shall be scheduled by appointment to the convenience of both the Investigator and the employee. If it is required that the employee report to headquarters on his off-duty hours, he shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he was remiss in his duties or found guilty of a preferred charge.
- B. The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the employee of the nature of the investigation. If the employee is to be questioned as a witness only, he shall be so informed at the initial contact.
- C. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are necessary.

- D. The complete interrogation of the employee shall be recorded by an audio or video recording device. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.
- E. The employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- F. If an employee is under arrest or is the subject of an investigation, he shall be so advised that he is under investigation, and shall be given his rights pursuant to current decisions of the U.S. Supreme Court.
- G. In all cases and at every stage of the proceedings the department shall afford an opportunity for the employee, if he so requests, to consult with counsel, consultant, and/or his P.B.A. representative(s) before being questioned concerning any violation or complaint of any type, which may result in any action being taken against said employee.
- H. In accordance with all complaint(s) against a law enforcement officer shall be investigated pursuant to the Attorney Generals guidelines.
- I. All issues arising during such investigation and employee interviews shall be done in accordance with the Attorney General's Internal Affairs Policy & Procedures Issued 8/91 Revised 11/92, 11/2000, 9/2011 and 7/2014.

ARTICLE XVIII - DEATH BENEFITS

In the event of an officer's duty-related death, all accumulated sick time, vacation time, personal days and/or other benefits convertible to cash shall be paid to the officer's surviving dependents.

ARTICLE XIX - SPECIAL CERTIFICATES

Each officer who possesses a valid certificate for completing a certified course of instruction in Cardio-Pulmonary Resuscitation will be entitled to receive a \$100.00 per year remuneration. Each officer who possesses a valid certificate acknowledging his completion of a First Responder (or better) Course or an Automated External Defibrillator Course shall be entitled to

receive an additional remuneration in the amount of \$100.00 per year. Each officer who possesses a valid certificate acknowledging his completion of an Emergency Medical Technician Course shall be entitled to an additional remuneration in the amount of \$250.00 per year. Eligibility shall be determined as of January 1st of each year.

ARTICLE XX - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

ARTICLE XXI - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII - EXISTING BENEFITS

The provisions of all existing Borough Ordinances and resolutions affecting the terms and conditions of employment of members covered by this Agreement, unless specifically modified, by this Agreement, shall remain in full force and effect for the term of this Agreement.

ARTICLE XXIII - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1st, 2021, and shall remain in effect to and including December 31st, 2025, without any reopening date. In the event a successor agreement is not resolved as of January 1, 2021, the terms of this Agreement shall

remain in full force and effect until a new agreement is negotiated.. In accordance with the Police & Fire Interest Arbitration Reform Act, NJSA 34:13A-14a, ET SEQ. The Association and the Borough shall commence negotiations for a successor agreement at least 120 days prior to the expiration of this contract. (September 1st - December 31st) The party seeking to commence negotiations must notify the other at least 15 days prior to the commencement of the 120 day period. (On or before August 16th, 2025) During the 120 day period the parties (The Borough and the PBA) must have at least three (3) bargaining sessions. The first session must be at least 90 days before expiration of this contract. (On or before, October 1st, 2025)

The Association shall submit a copy of its entire proposal to the Borough by October 1st, 2025. The Borough shall, within thirty (30) days after receipt of the Association's proposal, submit a copy of its proposal to the Association. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply retroactively to January 1st, 2021, only for the employees on the Borough's payroll as of the date of signing of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Oceanport, New Jersey on this 18th day of March, 2021.

OCEANPORT P.B.A. LOCAL #364

BY John Weir
JOHN P. WEIR, PRESIDENT

WITNESS:

Kelly Siegle

BOROUGH OF OCEANPORT
MONMOUTH COUNTY NEW JERSEY

BY John F. Coffey II
JOHN F. COFFEY II, MAYOR

ATTEST:

Jeanne Smith
JEANNE SMITH, BOROUGH CLERK