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**CONTRACT AGREEMENT
BETWEEN
THE BOROUGH OF OCEAN GATE
AND
NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
LOCAL NO. 352**

January 1, 1995 - December 31, 1996

RUSSO, SECARE, FORD & DELANOY
Attorneys for the Borough of Ocean Gate
616 Washington Street
Toms River, New Jersey 08753
(908) 349-2800

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POLICE CONTRACT

THIS AGREEMENT, made and entered into this 13 of November
1995, under the respective signatures of the parties hereto
by and

BETWEEN: BOROUGH OF OCEAN GATE, a Municipal
Corporation of the County of Ocean and State
of New Jersey, hereinafter referred to as the
"Borough";

AND: NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION, INC., LOCAL NO. 352, hereinafter
referred to as the "PBA"

W I T N E S S E T H

WHEREAS, the parties have engaged in negotiations directed
to the signing of a contract which is fair and
equitable to both parties; and

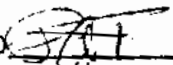
WHEREAS, the parties have agreed to binding arbitration;

NOW, THEREFORE, in consideration of the covenants,
agreements and paragraphs set forth hereunder, the
Borough and the PBA do hereby agree to the
following Articles and Paragraphs:

PBA



BORO



ARTICLE I - RECOGNITION

A. The Borough hereby recognizes the PBA as the exclusive majority representative for any Sworn full-time Police officer in the Borough of Ocean Gate within the meaning of the New Jersey Employer - Employee Relation Act, N.J.S.A. 34:13A-1, et seq., excluding seasonal boardwalk patrol and any temporary hourly - rate Police Officer.

B. The terms of "Patrolman", "Police Officer", "Member", and/or "Employee, as used herein shall be defined to include the plural, as well as the singular and include males and females.

PBA

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BORO 

ARTICLE 11 - GRIEVANCE PROCEDURE PBA 

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of police officers.

B. DEFINITION

The term "Grievance" as used herein means any dispute or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by the PBA on behalf of any individual employee Or group Of employees, or the Employer.

C. STEPS OF GRIEVANCE PROCEDURE

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.

(a) The PBA, on behalf of an aggrieved employee or employees, or the Borough, shall institute action under the provision hereof within five (5) working days of THE occurrence of the grievance, and an earnest effort shall be made to settle the differences between the PBA and the Chief of Police, for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

PBA



Step Two:

BORO



(a) in the event the grievance! has not been resolved in or at Step One, the PBA shall, In writing and signed, file the grievance with the Employer's Police Committee within three (3) calendar days following the determination at Step One.

Step Three:

(a) In the event the grievance has not been resolved in or at Step Three, the matter may be referred to arbitration as hereinafter provided.

(b) In the event that the Employee desires to submit a grievance to arbitration, the following procedure shall be followed.

(1) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party (ies) within ten (10) calendar days following receipt of the Mayor and Council's determination.

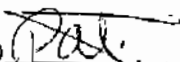
(2) The party demanding arbitration shall request the N.J. Public Employee Relations Commission (PERC) to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the N.J. Public Employee Relations Commission.

(3) The costs of the services of the arbitrator shall be borne equally by the Employer and the association.

PBA



BORO



(4) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

(5) The decision of the arbitrator shall be final and binding upon the Employer and the Association.

(D) A failure to respond at any step in this procedure by the Employer or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievance may proceed to the next step.

PBA



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ARTICLE III - HOURS OF WORK AND OVERTIME

PBA MA
A. HOURS/OVERTIME

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1. The parties agree that the Standard Weekly work schedule for employees covered by this Agreement shall consist of forty (40) hours of work within said standard work week, The normal yearly work schedule shall consist of two thousand eighty (2,080) hours per year.

2. The employer agrees that overtime consisting of time and one half (1 1/2) time shall be paid to all employees covered by this Agreement for hours worked in excess of the normal workday.

3. In the event that an employee becomes entitled to overtime pay, said employee may, at his/her option, forego the overtime pay and convert the overtime to compensatory time, equal to the overtime. Compensatory time may be taken by an employee within one (1) year from the date it was accrued and time limit may be extended by the chief of Police.

4. Any time an employee is called in other than his normal work shift for overtime work, or for any detail, he/she shall receive minimum of four hours pay for any such call in.

5. Whenever it is necessary for additional hours to be worked by any police officer within the Borough of Ocean Gate, said time, which shall be overtime, shall be offered first to the regular full time employees, according to seniority, as covered by this Agreement, who shall have the right of first refusal with regard to said time to be worked.

ARTICLE IV - VACATION LEAVE

A. Every full time member of the Police Department shall be entitled to an annual vacation period with pay in accordance with the provisions of this Agreement hereinafter stated.

1. The vacation period shall be from the Anniversary date of hire.

2. Except as herein expressly provided to the contrary, the following constitutes the vacation privileges of the full time members of the Police Department:

After 6 months completed One (1) working day per month.

1 year completed Twelve (12) working days

3 years completed Fifteen (15) working days


6 years completed Seventeen (17) working days

10 years completed Twenty (20) working days

15 years completed twenty- five (25) working days

20 years completed thirty (30) working days

3. The Employer agrees that an employee on sick leave due to line of duty injury shall not be put on the vacation roster if such Employee's sick leave and vacation period coincide, and this vacation shall be granted at a later date within the calendar year same has been earned.

4. In the event Employee fails to utilize the number of days of vacation he is entitled to as set forth herein, same shall accumulate to the following year. Vacation leave shall be accumulative throughout the term of employment of PBA _____ BORO .



not to exceed two annual vacations. In the event Employee leaves, he/ she shall be entitled to pay in full for any vacation leave so accumulated.

5. All employees are urged to schedule vacation as soon as possible. Priority for vacation scheduling submitted before march 31 of the calendar year will be done on a seniority basis. All vacation scheduling after march 31 of calendar year will be given priority on a time of request basis and seniority will no longer govern priority.

6. Officers will not be required to submit a minimum number of days off and will not be required to take time off in blocks of days.

PBA



BORO



MFA PBA

ARTICLE V - HOLIDAY PAY

BORO 30.1

A. Each full time employee shall be entitled to fifteen (15) paid holidays per annum. Holiday pay shall be paid annually on or before the fifteenth of December for the following holidays.

- 1 New Years
- 2 Martin Luther King Day
- 3 Lincoln's Birthday
- 4 Washington's Birthday
- 5 Good Friday
- 6 Easter
- 7 Memorial Day
- 8 Independence Day
- 9 Labor Day
- 10 Columbus Day
- 11 Veterans Day
- 12 Thanksgiving Day
- 13 Friday after thanksgiving
- 14 Christmas Eve
- 15 Christmas Day

B Employees whose employment terminates during the calendar year shall be paid only for those holidays which have fallen prior to their date of termination.


C. In the event that an employee works on a designated holiday he or she shall be entitled to receive credit for working on the holiday regardless of the day of the week on

which the holiday falls.

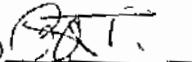
D. If an employee is required to work on any holiday as set forth in the Article above, he/she shall receive his/her regular pay, plus overtime pay for any time worked on said holiday.

E. All Employees shall be entitled to time and one-half pay on family holidays, defined as Thanksgiving and Christmas and if an Employee is scheduled to work on a family holiday, he/she shall receive the normal time and one half pay plus an additional day off as compensation therefor.

FBA

A handwritten signature in dark ink, appearing to be 'MF', written over a horizontal line.

BORO

A handwritten signature in dark ink, appearing to be 'S.A.T.', written over a horizontal line.

MPBA

BORO. (P.T.)

ARTICLE VI - SICK LEAVE

A. Sick leave shall mean paid leave that will be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him/her to perform the duties of his position, or who be quarantined by a physician because he/she has been exposed to a contagious disease.

B. Each member of the Department is entitled to fifteen (15) days of sick leave pay each year.

C. Any unused sick leave shall be accumulative from year to year for employee.

D. In the event any Employee having a minimum of five (5) years employment in the Department, terminates his/her employment under honorable conditions for any reason with the Borough, including retirement, he/she shall be entitled to Payment in full for any and all unused sick leave at the regular rate of pay at the time of termination up to a maximum of forty (40) days unused sick leave.

E. It is the obligation of the employee to notify the BOROUGH within a reasonable time should the employee desire to terminate his employment with the BOROUGH. If the Chief Financial Officer is able to certify that funds are available to pay unused sick leave, the employee shall be paid in full for all unused sick leave within (45) days of the termination of employment. If the Chief Financial Officer is unable to certify that funds are available for full payment, the employee will be paid for unused sick leave in the amount the Chief Financial Officer can certify. The remainder of the unused sick leave will be paid in full no later than February 15th of the next calendar year.

ARTICLE VII - CLOTHING ALLOWANCE

A. The Borough shall provide an annual cash clothing maintenance allowance to each uniformed employee of four hundred dollars (\$400.00) for 1995 , and four hundred fifty dollars (\$450.00) for 1996, to be paid in full to each employee by June 1st of each year.

B. The Borough shall provide each Employee with an appropriate number of uniforms; leather wear, jackets and necessary, equipment, i.e., flashlight, nightstick, to each employee.

C. In the event that an employee's uniform, clothing, accessories or equipment is damaged or destroyed in the line of duty, the Employer shall replace the item. Also, if the uniform wears out the Employer shall replace same.

PBA



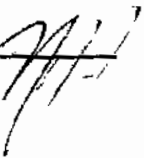
BORO



ARTICLE VIII - MILITARY LEAVE

A. Military leave shall be granted in accordance with the provisions of all applicable laws.

PBA



BORO



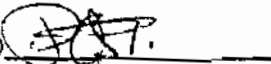
ARTICLE IX - RETENTION OF BENEFITS

A. Except as modified by this Agreement, all rights, privileges or benefits which were applicable to employees prior to the execution of this Agreement, shall remain in full force and affect during the term of this agreement.

PBA



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ARTICLE X - DEATH IN FAMILY LEAVE

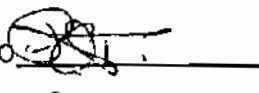
A. Employees shall be granted emergency leave without loss of pay or vacation time, for a death in the immediate family. Upon notification to the Chief of Police of the demise of any such member of the immediate family, a period of up to three (3) working days off will be granted. The term, immediate family "is defined as "spouse, children, parents, brother, sister, step child, step mother, step father, mother in law, father in law, grandparents and grandchildren".

B. In the event that a funeral is held out-of-state for a member of the immediate family, an employee has the right to make a request of the Department Head and one member of the Police Committee for up to an additional: two (2) days leave which the Department Head and one member of the Police Committee may, in its discretion, grant.

PBA



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ARTICLE XI - RETIREMENT

A. Employees shall retain all pension rights under the
New Jersey law.

PBA



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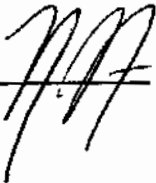
ARTICLE XII - PERSONAL DAYS

A. Each employee covered by the with in Agreement shall be entitled to three (3) personal days per annum. This shall be used by an employee for any personal purpose which he/she deems necessary.

B. Employee shall give a minimum of 48 hours notice to his immediate supervisor of his intention to utilized a personal day as set forth herein.

C. Personal days will not be cumulative from year to year.

PBA



BORO



ARTICLE XIII - HOSPITALIZATION

A. The Borough shall continue to provide all employees Covered by this Agreement with hospitalization coverage consisting of Blue Cross/Blue Shield with Rider J with full family coverage, or its equivalent,

PBA



BORO



ARTICLE XIV - NON-TERMINATION

A. No employee covered by this Agreement shall be terminated for any reason except for cause set forth in New Jersey Statutes and Case Law in the State of New Jersey and the Police Rules and Regulations of the Borough of ocean Gate and Borough Ordinances.

B. This Article shall not apply to probationary or temporary hourly - rate employees.

PBA



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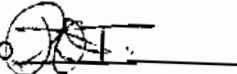
ARTICLE XV - LEAVE OF ABSENCE

A. The Borough may, consistent with N.J.S.A. 40:14-137, provide for the granting of leaves of absence with pay not exceeding one year to employees covered by this contract who shall be injured, ill or disabled from any cause while acting in the line of duty upon application to the Chief of Police and confirmation by an examining physician appointed by the Borough of such injury, illness or disability.

FBA



BORO



ARTICLE XVI - ACTIONS AGAINST EMPLOYEE

A. Except in disciplinary cases, whenever any action is brought against an employee covered by this Agreement for any act or omission arising out of or incidental to the performance of his or her duties, the Borough shall defray all cost of defending such action by virtue of and through any and all insurance policies providing insurance coverage therefor. In addition to normal negligence insurance coverage, the Borough shall continue to provide coverage for punitive and exemplary damages. To the maximum extent possible. The employee shall have the right to request counsel of his own choice. In the case of actions brought against any Employee which are not covered by existing insurance policies, the Employee shall make application to the Governing Body for the Borough to assume all costs of defending any such action and for appointment of the attorney selected by the Employee to defend any such action, where upon the governing Body shall consider such request and approval there of shall not be unreasonably withheld.

PBA



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ARTICLE XVII - SALARIES

The following salary schedule shall be effective for the period commencing January 1, 1995 through December 31, 1996.

A. The contract period for which all of the provisions of the within contract apply shall be from January 1, 1995 through December 31, 1996.

B-The salary schedule, which shall be retroactive from January 1, 1995, shall be as follows: From January 1, 1995 through December 31, 1995:


1st Step: NO ACADEMY TRAINING \$20,689.00
2nd Step: ACADEMY TRAINED \$25,966.73
3rd Step: SECOND YEAR \$28,854.44
4th Step: THIRD YEAR \$30,585.69
SERGEANT: \$31,303.30

C. From January, 1 1996 through December 31, 1996, the police officers shall be paid in accordance with the following:

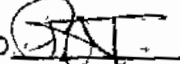
1st Step: NO ACADEMY TRAINING \$21,826.90
2nd Step: ACADEMY TRAINED \$27,394.90
3rd Step: SECOND YEAR \$30,441.43
4th Step: THIRD YEAR \$32,267.91
SERGEANT: \$33,024.98

D. Employees shall be paid retroactively from January 1, 1995 up until the date of the execution of this contract.

PBA



BORO

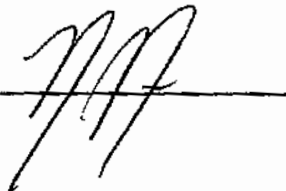


ARTICLE XVII - SALARIES

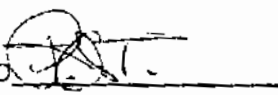
E. The following salary schedule shall apply for any new employee hired after December 31, 1995:

1st step: NO ACADEMY TRAINING	:	\$21,826.90
2nd step: ACADEMY TRAINED	:	\$23,500.00
3rd step: SECOND YEAR	:	\$27,394.90
4th step: THIRD YEAR	:	\$30,441.43
5th step: FORTH YEAR	:	\$32,267.91
SERGEANT::::::::::::::::::::	:	\$33,024.98

PBA



BORO



ARTICLE XVIII.

DURATION

This Agreement shall be in full force and effect as of January 1, 1995 and shall remain in full force and effect until a new Agreement is entered into between the parties.

MA
PBA

BORO
GOT.

ARTICLE XIX - CONTRACT EXECUTION

WHEREAS, the parties have hereunto set their hands and seals
the day, month and year written below their respective
signatures:

BOROUGH OF OCEAN GATE

Witness:

Margaret S. Boice
MARGARET S. BOICE, CLERK

BY Peter A. Terranova
Peter A Terranova, MAYOR

Dated Nov 13, 1995

P.B.A. LOCAL NO. 352

WITNESS:

Phyllis Ann McLean

BY Reece J. Fisher
PTL. REECE J. FISHER P.B.A.#352
REPRESENTATIVE, OCEAN GATE P.D.

Dated, 11/17/95