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CAREY

AGREEMENT

Between

Barnegat Township

TOWNSHIP OF BARNEGAT, A MUNICIPAL CORPORATION OF THE  
(COUNTY OF OCEAN, STATE OF NEW JERSEY)

AND

BARNEGAT TOWNSHIP LOCAL 171 POLICEMEN'S BENEVOLENT ASSN.

Effective January 1, 1979 through December 31, 1980  
2 YEAR CONTRACT

THIS AGREEMENT, made this 17<sup>th</sup> day of Dec. 1979, by 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 BENEVOLENT ASSOCIATION, LOCAL NO. 171, HEREAFTER REFERRED TO AS THE "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."

WITNESSETH:

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

#### ARTICLE I

##### RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The employer hereby recognizes 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 purposes of collective bargaining, and all activities and processes relative thereto.

Section 2. The bargaining unit shall consist of all of the regular, full-time police officers of the Police Department of Barnegat Township now employed or hereafter employed, except the Police Chief, Captains, Lieutenants and Sergeants.

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

Section 4. The Agreement is made pursuant to the Ordinances of the Barnegat Township and pursuant to a resolution duly adopted by the Township Committee of the Township of Barnegat at a public meeting held the      day of      1979.

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 the 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:

Rank	1979	1980
Patrolman - starting, non-certified	\$11,280.00	\$12,502.76
Patrolman - Starting, certified	\$12,676.00	\$13,898.76
Patrolman - after 12 mos. w/dept.	\$14,217.00	\$15,439.76
Patrolman - after 24 mos. w/dept.	\$15,146.00	\$16,368.75
Patrolman - after 36 mos. w/dept.	\$16,307.00	\$17,529.76
Detective	\$17,468.00	\$18,690.76

1980 BASE Pay \$15,439.76  
Hour \$7.94  
Day \$63.54

16,839 Gross



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

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 schedule:

YEARS OF SERVICE COMPLETED	TERM OF STEP	MAXIMUM ACCUMULATION PER YEAR
	0-3 yrs.	14
3	4-8 yrs.	17
8	9-13 yrs.	20
13	14-18 yrs.	23
18	19 & Over	27

Section 4. Vacation time for the forthcoming calendar year will be allotted as of January 1, 1979. 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 their vacation leave prior to March 1st for the current year. Any two department 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 re-schedule 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, 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.

#### ARTICLE VII

##### HOLIDAYS

Section 1. Each employee shall receive 13 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, 1979 and six days to be paid during the first pay period of December, 1979.

#### 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 1½ 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-deductable sick leave time beyond the first 15 working days non-deductable 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 Section 2 or 3 of this Article VIII.

Immediate family in this article shall be defined as spouse, children, mother, father, grandparents, the employee or spouse, brother or sister of the employee, and spouse's parents.

#### 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. These 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 immediate family. For any death other than that of the immediate family one 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 8 working days off with full pay in the event of the death of his/her spouse, child or parent.

## ARTICLE XI

### Eating Period

Each employee shall receive a 45 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, and 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 \$10.00.

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 \$10.00 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	\$ 320.00
64-95	640.00
96-127	960.00
128 or more	\$1,280.00

Section 5. The maximum amount of payment for college incentive in any one year is \$1,280.00. Education and training incentive money earned shall be paid annually and included in the Employee's regular pay check during the year, and 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, 1979 to September 1, 1979.

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

#### ARTICLE XIII

##### Hospital and Medical Insurance

The Employer shall provide, at no charge, to the Employee and the Employee's family, the following hospital and medical benefits:

Major Medical, N.J. Blue Cross

N.J. Blue Shield

Rider J

#### ARTICLE XIV

##### Books for Police Courses

The Employer agrees to re-imburse 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 (1½times) to all Employees covered by this Agreement, for hours 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 at least 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.

## ARTICLE XVI

### Uniform and Clothing Maintenance 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 first year of service, the employee will receive a uniform allowance of \$300.00 per year for replacement of worn or damaged uniforms or equipment. One half of said payment is to be paid to each employee at the first pay period of January and one half of said payment to each employee at the first pay period in June.

Section 2. Each Employee shall receive, in addition to his basic salary, a uniform maintenance allowance in the amount of \$350.00 which is to be paid to each Employee. One-half of said payment is to be paid each Employee at the first pay period of January, and one-half of said payment is to be made to each Employee at the first pay period in 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 shirts
- 6 short sleeve shirts
- 1 jacket
- 2 hats
- 2 hat bands
- 2 ties
- 1 jump suit
- 1 Garrison belt (basket weave)
- 1 Sam Browne belt
- 5 pairs of pants
- 1 I.D. case
- 1 whistle set
- 2 name plates
- 1 key holder
- 1 mace holder
- 1 cuff case (open type)
- 1 night stick holder
- \* 1 night stick
- \* 1 can of mace
- \* 1 handcuffs
- \* 1 revolver - .357 cal. magnum
- 1 pair of shoes
- 1 set of rain gear
- 1 tie clasp
- \* 1 helmet
- 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 Captain or Chief of Police. Any such items not returned shall be charged against the employee's pay according to the cost indicated herein.

#### ARTICLE XVII

Section 1. The regular work schedule for department personnel will consist of four days on duty and followed by two days off.

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

#### ARTICLE XVIII

##### Severance Pay

The Employer agrees to pay the Employer, 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.

## 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

### Savings Clause

In the event that any Federal or State legislation, governmental regulation, including Internal Revenue Service determinations, or Court Decision 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 XXI

### 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 XXII

### 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 provisions of the Statutes and Laws of the State of New Jersey.

## ARTICLE XXIII

### 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 XXIV

### Duration

This Agreement shall be in effect as of, and applied retroactively to the first day of January, 1979, to and including the 31st day of December, 1980. In the event that a new written contract has not been entered into between the employer and the PBA on or before the first day of January, 1981, then all of the terms and conditions of this contract shall be in full force unless and until a Contract has been entered into subsequent of January, 1981.

## ARTICLE XXV

### 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 the Agreement.

ARTICLE XXVI

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 XXVII

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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 17<sup>th</sup> day of *December*, 1979.

Township of Barnegat

Lester W. Hotes

12/17/79

TOWNSHIP CLERK

BY:

Arlene K. Callahan

Deputy Mayor

BY:

BARNEGAT TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 171

BY:

Michael J. Duffey

Negotiating Committee PBA Local 171

BY:

Negotiating Committee PBA Local 171