RESOLUTION 2012-203

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING AND APPROVING THE CONTRACT WITH POLICEMEN'S BENEVOLENT ASSOCIATION PBA LOCAL 296

WHEREAS, the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township"), has negotiated a new Collective Bargaining Agreement (the "Agreement") with the Policemen's Benevolent Association PBA Local 296; and

WHEREAS, the Township and PBA Local 296 have negotiated the terms of this Agreement for three years; and

WHEREAS, the Township believes that the acceptance and approval of the Agreement is in the long-term best interests of the Township, its taxpayers and employees; and

WHEREAS, the Agreement has been reviewed by the Township and found to be generally acceptable as to form and content:

NOW, THEREFORE, BE IT RESOLVED, this 19th day of March, 2012 by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. The Township accepts and approves the Collective Bargaining Agreement agreed upon between the Township and the PBA Local 296 for a term of 3 years, from January 1, 2010 through December 31, 2012. A true copy of the Agreement is on file at the Township Clerk's office and can be reviewed during normal business hours.

2. The Township authorizes and directs the Mayor, Township Clerk and Township Administrator to execute any and all necessary documents in order to implement the intent of this resolution.
3. A certified copy of this resolution shall be forwarded by the Township Clerk to the following:

    (a) Honorable Jeffrey Melchiondo, Mayor;
    (b) David Breeden, Township Administrator;
    (c) Kathleen Janeski, CFO,
    (d) Policemen's Benevolent Association Representatives,
    (e) William Antonides, Township Auditor;
    (f) Jerry J. Dasti, Esq.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township Committee of the Township of Barnegat at a regular meeting held on March 19,, 2012, a quorum being present and voting in the majority.

Sharon L. Auer

Sharon L. Auer
Acting Municipal Clerk

3/30/12

AGREEMENT BETWEEN
TOWNSHIP OF BARNEGAT
AND
BARNEGAT TOWNSHIP POLICEMAN'S
BENEVOLENT ASSOCIATION

JANUARY 1, 2011 THROUGHT DECEMBER 31, 2013

TABLE OF CONTENTS

PREAMBLE

ARTICLE		PAGE
I	RECOGNITION AND SCOPE OF AGREEMENT	4
II	COLLECTIVE BARGAINING PROCEDURE	5
III	DISCRIMINATION AND COERCION	5
IV	SALARIES	6
V	LONGEVITY	8
VI	VACATION LEAVE	9
VII	HOLIDAYS	11
VIII	SICK LEAVE	12
IX	PERSONAL LEAVE DAYS	13
X	BEREAVEMENT	13
XI	EATING PERIOD	13
XII	EDUCATION INCENTIVE	14
XIII	HEALTH BENEFITS	16
XIV	OVERTIME	18
XV	UNIFORM AND CLOTHING ALLOWANCE	19
XVI	WORK SCHEDULE	21
XVII	LEGAL AID	22
XVIII	SAVINGS CLAUSE	22
XIX	MANAGEMENT RIGHTS	23
XX	PENSIONS	23

XXI SEVERENCE PAY 23

XXII DEATH BENEFITS 23

XXIII GRIEVANCE PROCEDURE 24

XXIV DURATION 27

XXV RETENTION OF BENEFITS 27

XXVI EXCHANGE OF SHIFTS 27

XXVII SHIFT DIFFERENTIAL 27

XXVIII SENIORITY 27

XXIX MATERNITY 28

XXX OUT OF TITLE PAY 29

XXXI OUTSIDE WORK 29

XXXII SPECIAL OFFICERS 30

XXXIII PBA TIME 30

XXXIV GPS 31

XXXV MANPOWER 31

XXXVI VEHICLES 31

XXXVII LAYOFFS OR FURLOUGHS 32

XXXVIII FIT FOR DUTY 32

XXXIV COMPLETENESS OF AGREEMENT 33

APPENDIX A 34

APPENDIX B 35

Preamble

THIS AGREEMENT made this _30th _ day of March, 2012 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 BENEVOLENT ASSOCIATION, LOCAL 296, hereafter referred to as "PBA" as bargaining agent and on behalf of the 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 works 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 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 purpose of collective bargaining and all activities and relative procedures thereto.

Section 2: The bargaining unit shall consist of all regular, full-time members of PBA Local 296 now employed of hereafter employed, except the Chief, Captains, Lieutenants and Sergeants.

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 at a public meeting.

Section 5: It is understood by both parties, that upon the separation from employment of the individual currently holding the position of "Police Clerk" under this agreement, this position and title will no longer be a part of this bargaining unit/majority representative and no new employee hired or promoted into the position of "Police Clerk" shall be governed by any terms or conditions of this agreement.

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 designated officer of the PBA or their designee together with members of their 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 agreement meetings, 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 by the "PBA." The "PBA" shall not intimidate or coerce Employees into membership. Neither the Employee nor the "PBA" shall discriminate against any Employee because of race, color, creed, sex, national origin or political affiliation.

Article IV
Salaries

Effective January 1, 2011, a one point nine five percent (1.95%) increase shall be calculated each year for 2011, 2012 and 2013. Thus the salaries for the members of this majority representative shall be in accordance with the following salary schedule/guide. The PBA/SOA agree to take no retroactive salary pay prior to December 12th, 2011.

For 2008, the Shift Differential shall be incorporated into the base pay. An officer's salary shall be computed by then including Training/Certification Stipends, Senior Officer Status, then Longevity into the base pay and then calculating the holiday pay for that year to compute the daily rates that apply for benefits, excluding salary increases.

			2011	2012	2013
			1.95%	1.95%	1.95%
	Police Clerk	Police Clerk	$49,599.05		
	Non-Cert Patrolman	Non-Cert Patrolman	$42,267.28	$43091.49	$43,931.77
	Cert Patrolman	1st Increment	$45,337.50	$46,221.58	$47,122.90
Completion of	12 months	2nd Increment	$56,420.40	$57,520.60	$58,642.25
	24 months	3rd Increment	$61,296.40	$62,491.68	$63,710.27
	36 months	4th Increment	$74,424.72	$75,876.01	$77,355.59
	48 months	5th Increment	$80,787.85	$82,363.21	$83,969.30
	60 months	6th Increment	$88,889.44	$90,622.78	$92,389.93

A minimum of ten percent differential shall be maintained between the position of top grade Patrolman salary and detective. A Detective First Grade shall receive ten percent above the 6th increment/ completion of 60 months salary step in the PBA agreement.
For Detectives First Grade who have not reached the top step Patrolman salary (6th increment/ completion of 60 months), their salary shall be ten percent above the current step in the salary guide based upon the completed years of service as a police officer with the township.
An employee who completes two years of service as a Detective shall be compensated as described above according to the salary schedule.
As of January 1st 2012 there will be no further members eligible for the Detective First Grade compensation. All members who are currently at the position will not be affected and shall retain the current compensation plan.

Increments

- January Increment – If an employee is employed on the 1st day of January through the 30th day of June, then that employee's next and subsequent increments shall be determined as of January 1st of the following calendar year.

- July Increment – Any employee who is employed on or after the 1st day of July through the 31st day of December shall have their next and subsequent increments measured as of July 1st of the following calendar year.

As of 2009 if employed as a SLEOII for longer than 12 months then that employee will start at the 2nd increment when appointed full time.

The title of Police Clerk shall be removed from this agreement upon the retirement of that employee.

For employees hired after January 1st 2012, there shall be a new salary scale. Refer to Appendix A for that scale. The salary in Appendix A shall remain constant through the duration of this agreement.

Article V

Longevity

A. Each employee of the township shall be paid in addition to his/her current annual wages a longevity increment, based upon his/her years of employment with the employer, including all time employed including all positions within the police department, a percentage of his/her basic salary, in accordance with the following schedule:

Start of the 5th year of service = 5 percent
Start of the 8th year of service = 6 percent
Start of the 11th year of service = 7 percent
Start of the 14th year of service = 8 percent
Start of the 17th year of service = 9 percent
Start of the 20th year of service = 10 percent

B. Beginning with the start of the employee's eighth year of service with the Township, they shall receive $2,500 Senior Officer Status pay to be paid pursuant to Article IV paragraph 2.

C. Longevity payments will be included in the computation of the daily rates that apply for the calculation of benefits, excluding salary increases. Longevity increments shall be included in the salary based upon the January and July increments described in Article IV.

D. For employees hired after January 1st 2012 the following longevity scale shall apply.

Start of the 10th year of service = 5 percent
Start of the 14th year of service = 6 percent
Start of the 18th year of service = 7 percent

E. Employees hired after January 1st 2012, shall not be eligible to receive the senior officer status pay.

Article V
Longevity

A. Each employee of the township shall be paid in addition to his/her current annual wages a longevity increment, based upon his/her years of employment with the employer, including all time employed including all positions within the police department, a percentage of his/her basic salary, in accordance with the following schedule:

Start of the 5th year of service = 5 percent
Start of the 8th year of service = 6 percent
Start of the 11th year of service = 7 percent
Start of the 14th year of service = 8 percent
Start of the 17th year of service = 9 percent
Start of the 20th year of service = 10 percent

B. Beginning with the start of the employee's tenth year of service with the Township or the year following the completion of the 60 months of service step (6th Increment) whichever is first, employees shall receive $2,500 Senior Officer Status pay to be paid pursuant to Article IV paragraph 2.

C. Longevity payments will be included in the computation of the daily rates that apply for the calculation of benefits, excluding salary increases. Longevity increments shall be included in the salary based upon the January and July increments described in Article IV.

D. For employees hired after January 1st 2012 the following longevity scale shall apply.

Start of the 10th year of service = 5 percent
Start of the 14th year of service = 6 percent
Start of the 18th year of service = 7 percent

E. Employees hired after January 1st 2012, shall not be eligible to receive the senior officer status pay.

Article VI
Vacation Leave

Section 1: All Regular Full Time Employees shall receive an annual vacation leave from duty with pay, in anticipation of continued employment.

Section 2: Selection of vacation shall be based upon seniority.

Section 3: All employees must use 40% of his/her yearly entitlement, rounded to the lower even number in the event of an odd number of vacation days. The Township will pay each employee for any unused vacation time from the previous year not required to be taken under this article. The time will be paid at the previous year's rate and will be paid no later than the first pay period in February of the current year.

Section 4: If an employee does not use 40% of his/her vacation time, he/she will lose that time unless a commanding officer denies the employee the right to use such vacation time. If an employee is denied the use of vacation time, that additional time will be paid to the employee no later than the first pay period in February of the following year, in accordance with the formula set forth in Section 3 of this article.

Section 5: An employee shall be entitled to vacation time according to the following schedule. Vacation leave shall be calculated based upon time employed within the police department. The following schedule will be the number of working days that are allotted for vacation leave per year.

Years of Service Completed	Terms of Step	Maximum Accumulation Per Year	
	0 – 3 Years	15 Days	150 hours
3	4 – 7 Years	18 Days	180 hours
7	8 – 11 Years	21 Days	210 hours
11	12 – 15 Years	26 Days	260 hours
15	16 – 20 Years	28 Days	280 hours
20	21 & Over	30 Days	300 hours

Section 6: Vacation time allotted for the year shall be calculated based upon the 10 hour work day. A vacation day shall be deducted depending on the hours scheduled for the shift.

Section 7: Vacation time for the forthcoming calendar year will be allotted as of January 1st. Vacation time is awarded in anticipation of continued employment. Vacation Leave shall be calculated at the January and July Increments described in Article V.

Section 8: All Department personnel will select their vacation leave prior to March 15th of the current year. The vacation schedule shall be posted for the members to select their vacation. Any four (4) Patrolman and two (2) Sergeants from the patrol division and a minimum of 1 member from each squad shall be permitted to take a vacation at the same time, in accordance with Section 2, Article VI. Any two (2) members of differing ranks, from each division other than patrol shall be permitted to take a vacation at the same time, division shall include investigative and administrative, in accordance with Section 2, Article VI. More members than the above minimums shall be permitted to take vacation leave as long as minimum shift coverage is maintained or upon the approval of the division commander. If all vacation leave has not been selected by March 15th, it may be done after this date providing 15 days prior notice is given and selection is made accordance with the provisions in this article. Shorter notice of Vacation Leave may be permitted after being reviewed by the division supervisor. Time may be taken in whole days or half days.

Section 9: Vacation time, once selected in accordance with Article VI, Sections 1 – 8 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 10: If unforeseen emergency circumstances on the part of the Employee prevent taking vacation as had been scheduled prior to March 15th, he may reschedule vacation leave in any available time period not already allotted to another officer, however, 15 days prior notice must be given or upon approval of the division commander.

Section 11: In the final year of employment, an employee may sell back his/her entire vacation entitlement for that year. If an employee retires in the middle of the year he/she will be allotted to sell back their prorated vacation entitlement for that year calculated to the next six month period (January or July). The employee should notify the Township Administrator in writing, prior to February 1st of the year in which the employee is going to retire, if the employee intends to sell back the entire entitlement.

Section 12: Upon termination for any reason, all accumulated vacation time will be paid to the employee at his/her current rate of pay, not later than one (1) month after termination of employment unless a mutual agreement is reached. Any unearned vacation time taken prior to termination will be deducted from the Employee's final compensation. Effective January 1, 2005, vacation time will not be accumulated from year to year. Accumulated vacation time prior to January 1, 2005 shall remain unless the time is utilized. A list of the officers with their remaining time prior to January 1, 2005 shall be attached to this agreement.

Article VII
Holidays

Section 1: Each employee shall receive 15 ½ paid holidays per year. As of January 1st 2008, the payment to the employee for these 15 ½ holidays shall be calculated annually at straight time and incorporated into the employee's base salary which shall be paid bi-weekly.
Section 2: These 15 ½ holidays are: New Year's Day, Lincoln's Birthday (Observed), President's Birthday (Observed), Good Friday, Easter Sunday, Martin Luther King's Birthday (Observed), Memorial Day (Observed), Independence Day (July 4th), Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving, The Friday after Thanksgiving, Christmas Eve (December 24th ½ day), Christmas Day (December 25th).

The day after Christmas shall also be a holiday when it falls on a Friday.

As of Jan 1, 2009 the holiday pay will be calculated based on a ten hour day and the total holiday incorporated into base pay is one hundred fifty five hours.

Article VIII
Sick Leave

Section 1: All employees covered by this agreement shall be granted sick leave with pay for the purpose of leaving with pay from duty, in the event of any sickness and/or injury for themselves or any immediate family, at a rate of 15 working days per year in anticipation of continued employment. The time shall be calculated based upon the ten hour shift. 15 Days = 150 hrs

Section 2: For any sickness, illness or injury occurring or arising to an employee as a result of his/her employment, the employee shall be compensated in accordance with the terms and conditions of the current Worker's Compensation Insurance Policy, up to the employee's full pay.

Section 3: Each employee shall receive three (3) working days off for the purpose of caring for his/her immediate family in the event of sickness in the employee's immediate family. These (3) 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 section 1 of this article. This time may be taken as a 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 spouse.

Section 4: Upon termination of employment, the officer shall be entitled to a lump sum payment for earned and unused accumulated sick leave computed at the current employee's daily rate of pay. However, in no event shall any officer's payment exceed $20,000, unless the employee separation was due to a disability retirement or death.

Any employee who currently has accumulated and unused sick time that exceeds the $20,000 max value as of January 1, 2005 will be paid when the employee retired from the township, based upon his rate of pay as of January 1, 2006. A list of all employees whose accumulated and unused sick time exceeds the $20,000 maximum shall be attached to this agreement as Appendix A.

Section 5: Sick time may be taken in full days or half days.

Section 6: A: Each member of the unit may sell back twenty (20) sick days or 200 hrs, regardless of the number of days used. Unit members must maintain a minimum of 200 hrs accumulated after the sell back to be eligible except in the final year of employment. Members shall be compensated at the rate of pay for the current year.

B: Payment of this buy back shall be made by the first pay period in March of the following year. Eligible employees must select the buy back by February 15th.

Section 7: Any member may choose to confer sick time to another member. Members may also be permitted to pool sick time for the use of a member upon a review of the PBA Executive Board.

Article IX
Personal Leave Days

Each Employee shall be granted four (4) personal leave days off with pay during the course of any calendar year to be taken as full days or half days. Said leave days are not accumulative and will be lost if not utilized during the calendar year. Prior notice of taking personal days is recommended, but not required. No employee is required to explain the purpose of any personal leave days. These personal leave days will be utilized at the officer's discretion and cannot be denied under any circumstance without exception. Employees shall be permitted to utilize family illness days as personal days or visa versa.

Article X
Bereavement Leave

All regular full time employees covered by this agreement shall receive five (5) working days off with pay in the event of a death in the employee's immediate family. The term immediate family shall include parents, brothers, sisters, spouse's parents, brothers and sisters, grandparents and grandchildren of the employee or spouse, or any other dependent relative living within the employee's household.

For any family death other than that of the immediate family the employee shall be granted up to two (2) consecutive days to attend wake and funeral services provided the services fall on an employee's work day, otherwise they shall be granted one (1) day. Eight (8) working days shall be granted in the event of a death of an employee's spouse or children.

Article XI
Eating Period

Each employee shall receive a 60 minute eating period per eight hour shift worked. Employees shall after four hours of work be entitled to a (30 min break) if they work any period less than 8 hours or every four hours for shifts worked over 8 hours.

Article XII
Education Incentive

Section 1: The employer agrees to pay to each employee, in addition to his annual salary, an educational incentive based upon not only his/her college credits, but based also upon recognized police training other than the basic police academy training.

Section2: For each accumulative 40 hours of recognized police training accumulative by an employee, said employee shall receive three (3) education points. Each education point is worth, $16.

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 shall agree 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 related degree at the rate of 2008 $13.50, 2009 $15.00 and 2010 $16 per credit upon the accumulation of a minimum of 32 college credits and in accordance with the following schedule:

College Credits	Amount of Incentive
32 – 63	512
64 – 95	1024
96 – 127	1536
128 or more Bach Degree	2048
Masters Degree	2500

Section 5: The maximum amount of payment for college incentive in any one year is $2,500. Education and training incentive money earned shall be paid bi-annually on the first pay period in March and the first pay period in November 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 to the Chief of Police by February 15th and October 15th.

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 or Master's Degree.

Section 8: The employer agrees to reimburse the employee for the purchase of required books needed for any college course taken toward earning police or police related degree. Payment will be made to the employee upon submission of paid receipts for same. The employer agrees to reimburse the cost of two college courses per year, including any required enrollment, lab or college imposed fees attended at an accredited college institution upon successful completion of the course.

Section 9: The employer agrees to the payment for recognized specialized police training. This recognizes that certain specialized training is essential to the police department for providing training to other members and maintaining specialized units. The following is a list of the specialized training and compensation associated with the certification.

Emergency Medical Technician	$1,000
Field Training Officer	$500
SWAT/Sniper trained officer (separate from active)	$500
Active SWAT/Sniper trained officer attached to a team	$1,000
Accident Investigator	$1,000
Arson Investigator	$500
Firearms Instructor	$500
Other certified Instructor/Training	$500
Paramedic	$2,000
Matron	$1,500

The payment for these certifications shall be computed and incorporated into the member's base pay. Members shall be eligible for 3 of the above listed qualifications and the maximum compensation for an officer shall be $2,500.

The 8% K-9 stipend shall be eliminated.

Article XIII
Health Benefits

A. Medical Care

1. The township shall provide to each full time employee and the employee's immediate family (spouse and children), with a hospital and medical benefit plan. As of June 1, 2011, the employees agree that the township will provide a hospital and medical benefit plan through the State of NJ Health Benefit Plan Direct 10.
2. Health Benefits shall be paid in accordance with the current Health Benefits Contract.
3. 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.
4. In the event that the Direct 10 plan is eliminated or otherwise unavailable, the township agrees to provide the employee and the employee's immediate family (spouse and children) with a hospital and medical benefit plan in which the benefits are no less than those of the Direct 10 plan as of June 1, 2011.
5. In the event that the Direct 10 plan is amended, altered, changed, eliminated, or otherwise unavailable, the employee shall not be responsible for any additional out of pocket expenses in excess of those required by the Direct 10 plan as of June 1, 2011.
6. In the event that the Direct 10 plan is amended, altered, changed, eliminated, or otherwise unavailable, the township shall be responsible for any additional out of pocket expenses in excess of those required by the Direct 10 plan as of June 1, 2011.
7. All employees are required to pay 20% of all out of network costs on a maximum of $3,000 ($600 + $100 deductible for single and $600 + $200 deductible for a family). No employee shall be required to pay more than $600 per year in out of network costs. Any out of network costs in excess of $600 will be paid by the township.
8. The township shall cover the cost of fertility medications. The township shall also reimburse 50% of fertility related treatments and procedures up to a maximum of $15,000 per year for fertility.
9. A complete copy of the benefit coverage shall be provided to the employees upon request.
10. The township shall reimburse all employees who voluntarily do not take the health care benefits 50% the value of what the health care would cost the employer. If the employee is enrolled into the SHBP then reimbursement shall conform to those guidelines.
11. The health care contribution mandated by state law shall be based upon the value of the prescription and medical coverage.

Vision Care

The township shall provide for the costs of vision care for employees up to a maximum amount of $250 per calendar year. The employees may use this benefit for any member of his/her immediate family. Family means a member of the employee's family residing within his/her home and included up to the age 23 years old.

The township and bargaining unit shall agree upon a vision plan which shall replace the current vision care.

Dental Care

The township shall provide to all full time employees and the employee's family group dental coverage through the State of New Jersey Health Benefits Plan. Said benefits will be no less than those offered as of June 1, 2011.

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.

Prescription Plan

The township shall provide a prescription plan through a carrier that provides a prescription card service with the following coverage: Employees shall pay a prescription co-pay in accordance with the following:

No more than $3.00 for generic drugs and

No more than $10 for brand named drugs

Other limits to match the current level of coverage at the date of this agreement.

Article XIV
Overtime

Section 1: The employer shall pay overtime, consisting of time and one-half (1 ½ times) to all employees covered by this agreement, for hours worked in excess of the normal regular work week in 1 hour increments.

Section 2: Call Out – An employee called out during his off-duty time will be given a minimum of four (4) hours pay at time and one-half regardless of work schedule. This shall include mandatory court appearances. An employee called out shall only be required to remain on duty until his assignment is completed and is not mandated to remain on duty any longer than that time.

Section 3: On Call – Any employee placed on-call status during a holiday shall be paid one half (1/2) of his straight time hourly rate for hours on on-call status. If an employee is called out while on-call status, he will be compensated according to Section 2 of this article. For days other than holidays, members placed on-call shall receive $10 per shift or $20 per day on a day which that member works and $30 per day on a day that member is scheduled off. This does not include any member not required to respond when called onto duty from an on-call status. Any member placed on standby status shall be compensated at straight time.

Section 4: Members shall have the option of taking overtime as compensatory time instead of overtime pay at a rate of 1 ½ times the hours worked. No member shall be forced to take overtime worked as compensatory time instead of pay. Members shall be permitted to accumulate compensatory time to the current approved statutory amount which is 480 hours. No member shall be force to utilize compensatory time unless the employee exceeds the statutory approved amount.

Employees that receive weekly compensatory time due to their work schedule exceeding 37.5 hours shall receive 2.5 hours a week in compensatory time. The time shall be allotted annually or semi-annually (65 hrs) for that time period starting in January and July.

Article XV
Uniforms 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, employee will receive a uniform allowance of $750 for the replacement of worn or damaged uniforms or equipment. Uniform allowance will be prorated upon completion of the probationary first year of service. Said payment to each employee shall be made with the first pay period in January.

Section 2: Each employee shall receive in addition to his basic salary, uniform maintenance in the amount of $750 which is to be paid to each employee with 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 limited to the following items:

5 Long Sleeve Shirts
6 Short Sleeve Shirts
5 Pairs of Pants
1 Class C Uniform
- 1 Long Sleeve Shirt
- 1 Short Sleeve Shirt
- 1 Pair of Pants
- 1 Baseball Hat

1 Hat
1 Hat Band
1 Pair of Shoes
1 Name Plate
1 Tie
1 ID Case
1 Hat Shield*
1 Body Armor Level IIIA*
1 40 caliber Pistol*
1 Badge*
1 Class A Uniform
- 1 Shirt
- 1 Hat
- 1 Dress Blouse

1 Belt Buckle
1 Garrison Belt (Basketweave)
1 Sam Brown Belt
1 Shoulder Strap w/breakaway (Basketweave)
1 Key Holder
1 Holster
1 OC Spray Holder
1 Handcuff Case
1 Set of Hinged Handcuffs
1 Magazine Case
4 Belt Keepers (Basketweave)
2 sets of insignias for shirts
1 Tie Tac
1 Set rain gear w/boots
1 Leather Winter Jacket
1 Rechargeable Flashlight
1 Monadnock Expandable Baton
1 OC Spray

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

All employees assigned to specialized units shall have their uniforms provided to them by the employer at no cost to the employee. The employee shall be reimbursed for all uniforms and equipment purchased for the specialized units.

A Class A uniform shall be issued to all officers hired prior to January 1, 2008 and shall be phased in every year of this contract until all officers have been issued the uniform. All officers hired after January 1, 2008 shall have the uniform issued with their initial uniform issue.

The employer shall replace any uniforms, equipment or personal property damaged or destroyed while the employee is on duty.

Section 4: Upon termination of employment and during periods 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 contained herein.

Section 5: Upon retirement an officer will receive an identification card with the word "Retired" on same, a Badge and Carrying Case.

Article XVI
Work Schedule

Section 1: All members working a "4 on 4 off" 10 hour shift schedule will be required to work one extra shift per month in addition to their normally scheduled shift. This extra shift will be used for training purposes provided the employee receives at least 30 days notice of the assignment. The training shift shall be no longer than 10 hours, but will conclude when the training for that session is complete.

Section 2: The regular work schedule for all members assigned to the Patrol Division shall consist of four days on duty, followed by four days off duty. Any employee covered by this agreement not working a 4 on 4 off schedule shall work a 4 on 3 off 10 hour shift schedule. School resource officers shall be an exception unless it is mutually agreed to change the SRO work schedule. Mutual agreement between the employer and employee is required prior to implementing a different schedule or a change in shift hours. In all cases, all employees covered by this agreement shall work 37.5 hours per week totaling no more than 1950 hours per year.

Section 3: The duty schedule for all department personnel will be posted by the fifteenth day of the preceding month for which the schedule is to be worked.

Section 4: The schedule described in section 1 and 2 has been agreed upon between this bargaining unit and the employer. The shifts and hours shall be as follows: 1 0600-1600, 2 1600-0200 and 3 2000-0600. Other recognized shifts shall include 1400-2400, 0800 – 1800 and 0700 – 1700. All other shift hours shall be agreed upon between the township and this unit prior to implementation.

Section 5: Members assigned to the patrol division shall be given the option of selecting their work shift (1, 2 or 3 Shift) at the start of each calendar year, based upon seniority. The patrol division commander will post notice for shift selection prior to December for the upcoming calendar year. Members may mutually agree to switch their work shift during the course of the year, providing the switch does not interfere with special assignments within the patrol division.

Article XVII
Legal Aid

Section 1: The employer shall provide and pay the reasonable attorney's fees for the defense of any lawsuit, including both civil and criminal charges, brought against an employee as a result of his employment, providing the employee is found by the court system to have acted reasonable and proper or a finding of not guilty to criminal charges. However, this provision does not apply to any disciplinary actions brought by the employer against the employee.

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 XVIII
Savings Clause

In the event that any Federal or State legislation, governmental regulation, including Internal Revenue Service determination, 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 XIX
Management Rights

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 XX
Pensions

The employer shall continue to make contributions as heretofore provided to insure pension and retirement benefits to employees covered by this agreement, under the Police and Fire Retirement System pursuant to the provisions of the statutes and laws of the State of New Jersey. Employees shall be immediately enrolled into PFRS up appointment as a full time officer.

Article XXI
Severance Pay

Upon termination, the employee shall receive one (1) day's pay for each year of service, at the employee's current rate of pay.

Article XXII
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 than current rate of pay.

The spouse and children of any employee who dies while on duty shall continue to receive the benefits currently in effect at the time of death consistent with the terms and conditions of the current health care plans of the township. The employer shall pay for funeral costs up to $15,000 for an employee who dies while on duty

Article XXIII
Grievance Procedure

A. Definitions

1. Grievance – A "grievance" is a claim by an officer or the Association based upon the interpretation, application or violation of this agreement as well as a dispute of any minor disciplinary action or administrative decision.
2. Aggrieved Person – An "aggrieved person" is the person or persons or the Association making the claim.
3. Party in Interest – A "party in interest" is the person or persons making the claim and any person including the Association, who might be required to take action or against who action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting officers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Level One – Immediate Superior.
   An Officer with a grievance shall first discuss it with the immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
3. Level Two – Chief
   If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) working days after the presentation of the grievance to the Chief, he/she may file the grievance in writing with the Township Committee within five (5) working days after the decision at Level Two or ten (10) working days after the grievance was presented, whichever is sooner. Within twenty-one (21) working days after receiving the written grievance, the Township Committee shall respond to the grievance.
4. Level Three - Committee

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he/she may file the grievance in writing with the Township Committee within five (5) working days after the decision at Level Two or ten (10) working days after the grievance was presented, whichever is sooner. Within twenty-one (21) working days after receiving the written grievance, the Township Committee shall respond to the grievance.

5. Level Four – Arbitration
    a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within twenty-one (21) working days after the grievance was delivered to the Township Committee, he/she may within five (5) working days after a decision by the Committee, or fifteen (15) working days after the grievance was delivered to the Committee, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it shall submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person, in accordance with PERC rules and regulations.
    b. The arbitrator's decision shall be in writing and shall be submitted to the Township and the Association and shall be final and binding on the parties.
    c. Any costs for services of the arbitrator, shall be allocated in accordance with PERC rules. Any other expenses incurred shall be paid by the party incurring same.
    d. Rights of Officers to Representation: Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by representative(s) selected or approved by the Association, not to exceed two (2). When an officer is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
    e. Miscellaneous
        1. Group Grievance: If in the judgment of the Association, a grievance affects a group or class of officers, the Association may submit such grievance in writing to the Chief of Police directly and the processing of such grievance

shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions: Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level --- Three and four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 4 of this article.
3. Forms: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Chief of Police and the Association and given appropriate distribution so as to facilitate the operation of the grievance procedure.
4. Meetings and Hearings: All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designates or selected representatives, heretofore referred to in this Article.

6. Implementation
    a. A decision at any level of this procedure supporting a grievance shall have that decision be implemented within fifteen (15) working days of that decision being placed in writing.
    b. If the time period where there is no decision made by Chief at level Two or the Committee at Level Three than the grievance shall be upheld and then implemented of the aggrieved person's grievance shall be implemented within fifteen (15) working days after the time for the written decision was to be provided.

Article XXIV
Duration

This agreement shall be in effect as of, and applied retroactively to the first day of January 2011, to and including the last day of December, 2013. In the event that a new written contract has not been entered into between the Employer and "PBA" on or before the last day of December, 2013, 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 XXV
Retention of Benefits

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

Article XXVI

Exchange of Shifts

Two (2) Employees shall have the right to exchange shifts or days off at their discretion. These exchanges do not require approval, however, one (1) day notice prior to said changes are required.

Article XXVII
Shift Differential

Employees shall have the shift differential permanently incorporated into the base salary for 2008 and the annual payment of shift differential shall be eliminated.

Article XXVIII
Seniority

Seniority shall be determined by the officer's length of service as a police officer in the police department, calculated from the first day of employment as a Full-Time patrolman. In determining preference for the purposes of selecting vacation assignment, shift selection, compensatory time off, holidays and personal days, seniority shall control.

Any overtime shall also be allocated according to seniority on a rotating basis within the majority representative unit. A refusal of an overtime opportunity shall be considered as time worked for the purposes of the rotating overtime list. The Chief of Police and the Township shall retain all prerogatives as granted by statute or rule.

Article XXIX

Maternity Leave

Female officers shall advise the employer of a pregnancy. The rights of a female officer shall include, but are not limited to the following provisions:

1. The female officer shall be permitted to work her normal duties so long as such work is permitted by a doctor. Upon recommendation of the female officer's personal physician, said officer shall be temporarily transferred to an administrative position within the Department, for which she is capable of performing.
2. In addition to the other provisions of this article, the female officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following her childbirth.
3. The female officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes, except in a case where the female officer has requested and been approved for an unpaid leave of absence which is not required by either the Federal FMLA or the State FLA. At all times covered by this article, the female officer shall be maintained in the pension system with the employer paying the appropriate contributions to said system.
4. Upon return to duty status, the female officer shall be placed in the same position which she held before being placed on administrative duty due to her pregnancy status.
5. Female Officers shall receive six weeks off and male officers shall receive two weeks off with pay for the birth of a child.

Article XXX

Out of Title Pay

Any officer assigned as the Officer in Charge (OIC) of a shift in the absence of a sergeant, will be compensated at a sergeants' rate of pay for the time worked in absence of a sergeant.

Any officer who is assigned the responsibility of a higher ranking position in their absence shall receive compensation at that position's rate of pay.

The rate of pay shall be no less than the percentage difference between the base pay of the employee's assigned rank and the base pay of the title of assigned responsibility.

Refer to Appendix B for the scale.

Article XXXI

Outside Work

A. When an officer works an "off-duty" employment assignment, the rate of compensation for his "off duty" employment shall be $88 provided it is accompanied by a reduction of the fee charged by the Township to $100, otherwise, the increase in compensation shall be the greater of 5% or the % the Township raises the rate each year unless a different agreement has been reached. The PBA upon agreement with the township shall freeze the rate as long as the township's rate is frozen.

2010	2011	2012	2013
$88.00	$92.40	$97.02	$101.87

B. There shall be four (4) hours minimum compensation for any "off-duty" employment assignment not cancelled at least four (4) hours prior to the start time of the assignment. There shall also be a four (4) hour minimum compensation for any "off-duty" assignment regardless of the hours worked less than the four (4) hours. Officers shall also be compensated on an hourly basis when calculating payment for time worked.

C. The compensation for "off-duty" employment assignments of officers as herein set forth shall not be added to the officer's base pay for the purpose of calculating longevity benefits.

Article XXXII

Special Officers

The employer shall conform to all state (Title 40) laws regarding the hiring and proper utilization of special officers. Special Officers shall not be utilized to offset overtime and shall not be counted towards minimum manpower for a shift. Special Officers shall not perform or replace the duties that would be performed by a regular full time officer and shall only be utilized to supplement the duties that full time officers perform.

Article XXXIII

PBA

The PBA President or his designee and Delegate(s) shall be excused from duty assignments to attend PBA meetings, conferences, seminars, ceremonies and special events related to PBA business and shall be allotted time to represent its members and conduct PBA business.

The PBA President shall be excused from one shift per month to attend a county conference meeting or state meeting when the event falls on a work day. The State Delegate shall be excused from two shifts per month to attend a State meeting and county conference meeting when the event falls on a scheduled work day. Should the president or delegate work a night shift, they have the option to utilize the excused shift on the eve of the event. The days listed in this section are separate from and do not pertain to the NJSPBA annual mini convention, annual state convention or the annual collective bargaining seminar.

The PBA President, Vice President and Delegate shall be excused from duty during the time of the local meeting held within Barnegat Twp for the purposes of conducting the meeting.

Members of the local executive board and local members are permitted to use township equipment and/or computers to conduct business on behalf of the PBA. In order to protect representatives of the PBA Local 296, the content of such usage shall not be subject to review or subject to the same disclosure and scrutiny as regular department usage. It shall not be permitted to be used against any member of the local.

The current agreement with the town for the facility supplied for members as a gym shall remain in place. The PBA shall continue to supervise the administration of the gym as it has done in previous years. The PBA shall not exclude members of the police department from the gym based upon union affiliation.

Article XXXIV

GPS

Civilians shall not have access to view GPS data. Civilian Police Personnel shall only have access to the data in the performance of their duties. No GPS data shall be viewed or utilized for any criminal or disciplinary action unless there was reasonable suspicion to view the data. The PBA shall be given written notice prior to the access of the GPS information in reference to any investigation into any member or for any other purpose.

Article XXXV

Manpower

As of 2010 the minimum manpower shall be 5 patrol officers between the hours of 0600 and 0200. Between the hours of 0200 and 0600 the minimum manpower shall be 4 patrol officers. The PBA shall have the ability to meet with the Chief or the Twp Administrator in reference to minimum manpower issues regarding safety. The Chief or Twp Administrator shall have the ability to increase the minimum manpower as needed.

Article XXXVI
Vehicles

Vehicles shall undergo a complete safety inspection at 80,000 miles and every 20,000 miles thereafter and a written report on the status of the vehicles shall be retained. Vehicles shall be inspected by the township mechanic unless there is a specific reason it is required to be inspected by an outside authority. Vehicles can be requested to be inspected for safety concerns by the PBA based upon information from its members.

Article XXXVII
Layoff or Furloughs

The township shall negotiate with the PBA/SOA in prior to the implantation of any layoffs and/or furloughs. The township agrees not to utilize the threat of layoffs and/or furloughs as a tactic solely to reduce benefits when there is no financial hardship. The PBA/SOA

shall be permitted to have a representative review the finances to attempt to verify and assist in locating resources to avert the layoffs and/or furloughs. In the event there are layoffs, they shall be conducted in reverse seniority with the members with the fewest time being laid off first. No other employees shall be promoted or hired during this period until any employee that has been laid off gets rehired first.

Article XXXIII

Fit For Duty

There may be an event where a member is sent for a mental or physical evaluation by a township selected physician, psychiatrist or psychologist to determine the member's fitness for duty. In this event, the member will have the option to have a second test by a physician, psychiatrist or psychologist of the PBA's choice within 24 hours of the department ordered test, at the employer's expense. The department physician, psychiatrist or psychologist shall supply all information from the employer and from the test to the member's attorney and PBA selected physician, psychiatrist or psychologist for review.

Article XXXIV
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 have hereunto set their hands and seals this 30th day of March 2012.

Township of Barnegat

Alfonso Cirulli,
Mayor

David Breeden,
Township Administrator

Policeman's Benevolent Association, Local 296

Michael Moore,
PBA President

Christopher Ebert,
PBA Delegate