

**RESOLUTION 2017 – 319A**

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING AND AUTHORIZING EXECUTION OF THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWNSHIP AND PBA LOCAL 296**

**WHEREAS**, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the “Township”) has been involved in extensive negotiations with representatives of the Barnegat PBA Local 296 (hereinafter referred to as the “PBA”) for an extended period of time; and

**WHEREAS**, the negotiations have been ongoing for a number of years, and have in part resulted in pending grievance procedures conducted by representatives of the New Jersey Public Employees Retirement Commission (“PERC”); and

**WHEREAS**, the Township and the PBA through their respective representatives have finalized negotiations which will extend the existing contract through December 31, 2021; and

**WHEREAS**, the Memorandum of Agreement which is to be adopted herein, a true copy of which is on file at the office of the Township Clerk and can be reviewed during normal business hours, has been negotiated by and between the parties over a number of months, thereby culminating in the resolution of negotiations which have been ongoing for years; and

**WHEREAS**, the Township recognizes the great work of its Police force, including each member of the PBA, and is gratified that the ongoing negotiations have been successfully completed, to the mutual satisfaction of both parties; and

**DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

620 WEST LACEY ROAD  
P.O. BOX 1057  
FORKED RIVER, N.J. 08731

**WHEREAS**, the Township is confident that the acceptance of the Memorandum of Agreement is in accordance with the Township's budgetary constraints.

**NOW, THEREFORE, BE IT RESOLVED**, this 3<sup>rd</sup> day of October, 2017, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. With gratitude and appreciation to the PBA, the Township accepts the Memorandum of Agreement thereby resolving all contractual matters with the PBA through December 31, 2021. A true copy of the Memorandum of Agreement is on file at the office of the Township Clerk 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 Albert Bille, Mayor;
- (b) Martin Lisella, Township Administrator;
- (c) Tom Lombarski, Township CFO;
- (d) Jerry J. Dasti, Esquire; and
- (e) Barnegat PBA Local 296.

#### **CERTIFICATION**

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on October 3, 2017, a quorum being present and voting in the majority.

  
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**MICHELE RIVERS, RMC, TOWNSHIP CLERK**

**DASTI, MURPHY  
McGUCKIN, ULAKY,  
KOUTSOURIS & CONNORS**

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**MEMORANDUM OF AGREEMENT BETWEEN  
BARNEGAT PBA LOCAL AND TOWNSHIP OF BARNEGAT**

The above parties have come to a mutual understanding to settle the outstanding Contract culminating in a resolution of the Collective Bargaining process.

Recited below within the contents of this document are the only items negotiated to a conclusion that will be reduced to writing and included into an Addendum to the existing Contract. To wit:

**Article IV - Salary**

There shall be a 1.95% salary/percentage increase for each year starting in 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021. There shall be complete and full step movement for all members and guide through to their proper step during the course of the Contract. In other words proper step movement shall be maintained. There shall be full retro pay due and owing to each member and shall be paid by October 31, 2018 for all outstanding years. Those Officers reaching Corporal status shall earn 10% percent above top Patrolman pay. See Article XVIII below.

**Article XXIV –Duration**

The duration of the Contract shall be from January 1, 2014 through December 31, 2021.

#### Article VIII – Health Benefits

Health benefit Chapter 78 contributions shall be reduced to Tier level 3 of the Chapter 78 schedule and any and all healthcare plan shall be equal to or better than the direct access plan presently in effect at the time of the signing of this Memorandum of Agreement.

#### Article XVIII – Seniority

Any and all members of the bargaining unit starting their 20<sup>th</sup> year of service with the Township shall be recognized as a Corporal and receive an additional ten percent increment above and beyond the top step Patrolman level of pay. This provision shall at least make the Corporal salary step at any given period of the Contract at least equivalent to the Detective First Grade that exists in the Supervisor's Contract.

#### Article XXX – Out of Title Pay

New – Officers that earn the Corporal compensation as stated in Article XXVIII Seniority shall not receive compensation as an Officer in charge in the absence of a Sergeant as long as the absence is temporary and only during the Sergeant's normal time off meaning vacation, regular days off etc. OIC pay shall only be applicable for Corporals who run a shift for times equal to or greater than a two week period.

The Corporal position shall also not be utilized in place of or to replace any duties currently performed by Sergeants.

#### Article VI – Vacations

Section 3 – The 40% number shall be reduced to 30%.

Section 8 - “Any four Patrolmen” shall be reduced to “any three Patrolman.”

Vacation leave shall be permitted in increments of one hour.

New – during the time of emergency when the Department is operating on 12 hour cycles, vacation time can be rescinded unless a member is out of state.

The town shall reimburse the employee for any costs incurred due to the cancellation of vacation or time off.

#### Article VIII – Sick Leave

Section 3 – Each employee hired after January 1, 2018 shall have one working day off to be used for family illness.

Sick leave can be utilized in increments of one hour.

#### Article V – Longevity

New-Each employee hired after January 1, 2018 shall not be eligible for longevity.

#### Article XVI – Work Schedule

The Chief and the PBA can meet during a Contract period to discuss issues in the work schedule. Any issues must have merit and be reasonably relevant for safety and/or financial concerns.

#### Article XXIV – GPS

The Article referencing GPS data shall remain in place unless there are any appreciable conflicts with the attorney generals guidelines.

#### Article XIX – Management Rights

If the gym is brought back into the police department/police building, management of the gym shall revert back to the police department.

#### Article XV – Uniforms and Clothing Allowance

The employer shall replace any uniforms, equipment or personal property damaged or destroyed while the employee is on duty. Uniform replacement shall be completed if said uniforms are damaged while in the performance of an Officer's duty.

The Grievance pending before Arbitrator Joseph Licata shall be withdrawn as part of this Agreement.

The above recitation completes the entire negotiation process between the aforementioned parties, resulting in a mutual and fruitful resolution resulting in this Memorandum of Agreement. All items not mentioned above remain unchanged. The

respective negotiation teams agree to recommend this Memorandum of Agreement and to affirmatively vote in favor of this Memorandum of Agreement and accept same.

The parties wish to announce and/or otherwise publish the Memorandum of Agreement and thank one another for their hard work insofar negotiating same.

  
James Purcell, President

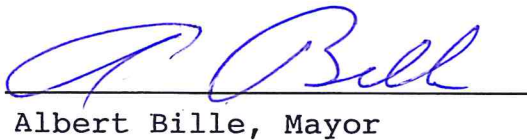
10/4/17  
Date

  
Michael Moore, Vice President

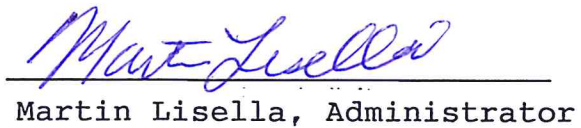
10/4/17  
Date

  
Chris Ebert, State Delegate

10/4/17  
Date

  
Albert Bille, Mayor

10/4/17  
Date

  
Martin Lisella, Administrator

10-4-17  
Date