

**AGREEMENT**

**between**

**TOWNSHIP OF OCEAN  
COUNTY OF MONMOUTH**

**and the**

**P.B.A. LOCAL NO. 57  
of the  
OCEAN TOWNSHIP POLICE DEPARTMENT SECTION**

**for the period**

**JANUARY 1, 2020 through DECEMBER 31, 2023**

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**PREAMBLE**

**THIS AGREEMENT**, by and between the **TOWNSHIP OF OCEAN**, Monmouth County, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "**Township**" or "**Employer**", and **OCEAN TOWNSHIP POLICE DEPARTMENT P.B.A. LOCAL NO. 57**, hereinafter referred to as the "**Association**" or "**Employee**", represents the complete and final understanding on all bargainable issues between the Township and the Association.

**ARTICLE 1**  
**RECOGNITION**

**Section 1.** The Township recognizes the Association for the purposes of collective negotiations as the exclusive representative of all probationary and regular full-time police officers of the Township's Police Department of the patrol officer rank including those assigned as detectives or other duty.

**Section 2.** This Agreement shall be binding upon the parties hereto.

**ARTICLE 2**  
**COLLECTIVE BARGAINING PROCEDURE**

**Section 1.** Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties. The authorized bargaining agent for the Township shall be determined by the Township Manager. The authorized bargaining agent for the Association shall be the President of the Association, if the President is employed by the Township, and any number of other employees as designated by the Association.

**Section 2.** The number of employees representing the Association shall not exceed five (5) excluding the Association's attorney and/or labor relations consultant(s).

**Section 3.** Not more than two (2) employees of the Township designated by the Association shall be excused from their work assignments without loss of pay each for a period of not more than six (6) meetings to participate in collective bargaining meetings.

**ARTICLE 3**  
**CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME**

**Section 1.** Grievance Committee - The Association Grievance Committee shall conduct business of the Committee which consists of conferring with employees and management on specific grievances in accordance with the grievance procedures set forth herein on the Committee member's own time except that one (1) Committee member may participate in grievance procedures set forth herein, during the duty hours of the members, without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Department or require the recall of off-duty employee( s) to maintain the effective operation of the Department. Determinations as to whether the effectiveness or effective operation of the Department would be diminished as aforesaid, are retained and reserved by the Township.

**Section 2.** Every patrol officer who is a duly authorized representative of the New Jersey State Patrolman's Benevolent Association, Inc. ("State P.B.A.") shall be given leave of absence with pay to attend any state or national convention of the State P.B.A. A certificate of attendance to the state convention shall, upon request, be submitted by the representative so attending.

**Section 3.** The State delegate of Association, if employed by Township, shall be permitted to attend the monthly State P.B.A. meetings, and shall be excused from all duties for said purpose, and shall receive full pay, and, if the date of attendance at the State P.B.A. meeting occurs on the day off of said delegate, he shall receive an additional day off, with pay, during the contract year.

**Section 4.** The Township agrees to grant an unlimited leave of absence to any employee covered by this agreement who serves as either the State P.B.A. President or Executive Vice President providing the State P.B.A. reimburses the Township for the direct and indirect cost of all salary and benefits that would otherwise be due that employee. If the State P.B.A. by-law provisions do not provide for full reimbursement for the cost of all salary and benefits, the Township Council at its sole discretion may agree to enter into an agreement with the State P.B.A. outlining a lesser degree of reimbursement as well as the procedure for making said reimbursements.

**ARTICLE 4**  
**DISCRIMINATION AND COERCION**

There shall be no discrimination, interference or coercion by the Township or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Township nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin, political affiliation or any other legally protected classification.

**ARTICLE 5**  
**REPRESENTATION FEE**

The requirements regarding the Representation Fee shall be applied consistent with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act.

**Section 1. Representation Fee.**

If a permanent employee does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole

or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be pro-rated with respect to those dues, fees and assessments that are normally pro-rated for members of the Association. The representation fee shall be in an amount equal to no more than eighty five (85%) percent of the regular Association membership dues, fees and assessments as certified to the Township by the Association, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of a representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

**Section 2. Procedure.**

A. Notification: Prior to March 1 of each year, the Association will submit to the Township a list of those employees who have not become members of the Association for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with Sections B and C below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

B. Payroll deduction schedule: The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the Township; or (b) thirty days after the employee begins his or her permanent employment in a bargaining unit position.

C. Mechanics of deduction and transmission of fees: Except as otherwise provided in

this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will be the same as those used for the deduction and transmission of regular membership dues to the Association.

D. Changes: The Association will notify the Township in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten days after the Township receives said notice.

**Section 3. Indemnification.**

With respect to dues deduction, representation fee deductions, and the Association's demand return system established pursuant to law, the Association shall indemnify, defend, and hold the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Township pursuant to the above provisions concerning dues deduction and representation fee. It is furthermore expressly understood that the representation fee provisions set forth above shall not be effective unless and until the Association shall have notified the Township in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

**Section 1. Purpose**

A. The purpose of this Article is to set forth a grievance procedure by means of which employees governed by this Agreement, or the Association as representative of such employees, may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

B. It is agreed that the procedure set forth herein will be kept as informal as may be



appropriate. Furthermore, nothing herein contained shall be construed as limiting the right of an aggrieved employee to discuss his grievance informally with any appropriate member of the departmental supervisory staff and to have the grievance adjusted, without the intervention of the Association.

C. Disputes concerning terms and conditions of employment governed by state or federal statute or state or federal administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not proceed beyond Step Three below.

D. The grievance procedure cannot be invoked to obtain any matter which the Association sought but did not obtain at the bargaining table.

E. Any penalties or suspensions except termination may be appealed through the grievance procedure. It is understood and agreed that should an employee elect to use the grievance procedure he will waive his rights to institute an action directly to the courts. This procedure will begin with Step Three.

## **Section 2. Steps of the Grievance Procedure**

The following constitutes the sole and exclusive method for resolving employee grievances (as that term is herein above described in Section A) and shall be followed in its entirety unless any step is waived by mutual consent. Steps One and Two will be done on an informal basis. Failure to respond by management within the allotted time shall constitute a negative response.

### **STEP ONE:**

The aggrieved shall institute action under the provisions hereof within twenty-five (25) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his Division

Commander for the purpose of resolving the matter informally. The Division Commander shall respond within ten (10) calendar days, and if he or she fails to respond, the aggrieved may proceed to Step Two.

**STEP TWO:**

If the grievance is not settled at Step One, the grievant may make request for a Second Step meeting within five (5) calendar days to the Chief of Police after the answer at the First Step. The Chief of Police shall set a meeting within five (5) calendar days after the request. Said Second Step meeting shall be between the Chief of Police and the grievant and with the Association representative, if requested by the grievant. The Chief's answer to the Step Two grievance shall be delivered to the grievant within five (5) calendar days after the meeting.

**STEP THREE:**

If the grievance is not settled at Step Two, the grievant may make written request for a Step Three meeting to the Township Manager within ten (10) calendar days after the answer at Step Two. The Township Manager shall set a meeting within ten (10) calendar days after the request. The Step Three meeting shall be between the Township Manager and the grievant and with the Association representative, if requested by the grievant. The Township Manager's answer to the Step Three grievance shall be delivered to the grievant with a copy to the Association within ten (10) calendar days after the meeting.

**ARTICLE 7**  
**ARBITRATION**

**Section 1.** If a grievance is not settled under Article 6, such grievance shall, at the request of either the Association or the Township, be referred to the Public Employment Relations Commission (PERC) within fifteen (15) days.

**Section 2.** After hearing the dispute, the Arbitrator shall render his decision within

thirty (30) days of the close of the record, which decision shall be final and binding upon the parties.

**Section 3.** All submissions to arbitration must be made as aforesaid.

**Section 4.** The Arbitrator appointed under the above procedure shall interpret the provisions of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

#### **ARTICLE 8 BULLETIN BOARD**

The Township will provide a bulletin board in a conspicuous location in the Patrol Division headquarters for the use of the Association for posting notices concerning Association business and activities. All such notices shall be posted only upon the authority of officially designated Association representatives and shall not contain salacious, inflammatory or annoying material.

#### **ARTICLE 9 BILL OF RIGHTS**

**Section 1.** As used in this Section:

A. "Law enforcement officer" means any person who is employed as a permanent and full-time active member of the Township Police Department whose primary duties and responsibilities are the enforcement of the laws and regulations of the State of New Jersey and the protection of the life, peace and property of its citizens.

B. "Law enforcement agency" means the Township Police Department.

**Section 2.** Unless otherwise prohibited by law, no law enforcement officer shall be prohibited by the law enforcement agency from engaging in political activity or be denied the right to refrain from engaging in such activity, and no law enforcement officer shall be denied

the right to hold public office. No law enforcement officer shall engage in political activity while in uniform or on duty.

**Section 3.** Whenever a law enforcement officer is the subject or target of an investigation by the law enforcement agency for any reason which could result in the law enforcement officer being charged, the following provisions shall apply:

A. Any interrogation of a law enforcement officer by the law enforcement agency shall take place whenever possible at the office of the law enforcement officer being investigated.

B. The law enforcement officer being interrogated shall be informed at the commencement of such interrogation of the nature of the investigation, the statute, rule or regulation allegedly violated, and the date and time period of any alleged violation. Further, at the commencement of an interrogation, the law enforcement officer shall be informed of the identity of all persons present during such interrogation.

C. The interrogation of the law enforcement officer by the law enforcement agency shall be conducted at a reasonable hour, whenever possible, in a non-coercive manner, without threat or promise of reward.

D. The law enforcement officer being interrogated by the law enforcement agency if he so requests shall be entitled to the presence of his counsel, if he so elects, or any other one person of his choice.

**Section 4.** If a law enforcement officer is placed under arrest or has become the target or subject of an investigation by the law enforcement agency because of an alleged criminal offense, he shall be afforded all rights under the United States and New Jersey constitutions, applicable statutes, department rules and regulations, and the provision of any

collective bargaining agreement which may be applicable under the circumstances.

**Section 5.** No law enforcement officer shall be required to disclose for the purpose of promotion or assignment, any information concerning his property, income, assets, debts, or expenditures, or those of any member of such officer's household.

**Section 6.** A law enforcement officer being investigated shall be promptly advised in writing, if he so requests, of any determination made after the conclusion of criminal investigation of him.

#### **ARTICLE 10** **PERSONNEL FILES**

No material or writings relating to an employee's conduct, service, character or personality shall be placed in the said employee member's personnel file unless it is first signed by the person submitting the information and the employee before it is incorporated into his file. The employee may, if in disagreement with the contents thereof and make an objection thereto in writing, together with supporting proofs. Any employee shall have the right, at reasonable times, to examine his personnel file.

#### **ARTICLE 11** **MANAGEMENT RIGHTS**

**Section 1:** The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including but without limiting, the generality of the foregoing, the following rights:

A. The executive management and administrative control of the Township government and its properties and its facilities, and the activities of its employees.

B. To establish reasonable work rules in written form, to be supplied to each member of the Association. In addition, the Chief of Police shall have the right to issue oral work rules.

C. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.

D. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.

E. To interview any employee with respect to any phase of his work without a representative being present. This subsection shall not apply where such interview involves considerations of matters where the employee reasonably believes the interview may lead to disciplinary action.

**Section 2.** In the exercise of the foregoing rights and powers, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of New Jersey and of the United States and the ordinances of the Township.

**Section 3.** Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 11, 40 and 40A, or any other national, State, County or local laws or ordinances.

**Section 4.** If there is a conflict between any provision of this Agreement and any existing ordinance, resolution, rule or regulation of the Township, the provision of this

Agreement shall govern.

**ARTICLE 12**  
**WORKING HOURS/OVERTIME/COMPENSATORY TIME**

**Section 1.** The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employment services continuously throughout the seven (7) day week, and that the standard work week shall consist of forty (40) hours of work. Shifts will be scheduled with a minimum of one shift off between shifts worked.

**Section 2.** The work week shall consist of forty (40) hours on a shift basis on a schedule to be approved by the Chief of Police or his designee. If an established schedule consists of other than eight-hour shifts, all leave time shall be converted to hours and charged accordingly. The Chief of Police or his designee shall notify the bargaining unit by October 1 of each year if the following year's work schedule is to be amended.

**Section 3.** Overtime pay as hereinbefore or hereinafter referred to shall consist of payment at the rate of one and one-half (1.5) times the employee's base salary and longevity pay added thereto. The rate of the employee shall be computed by dividing the base salary and longevity by 2,080 and, for the purposes of calculating overtime, then multiplied by 1.5.

**Section 4.** The Chief of Police or his designee shall use his best efforts for the scheduling of initial qualification testing for the use of weapons so that the same shall not occur on the employee's day off. If weapons qualification takes place during off-duty hours, employees shall report directly to the qualifying site and shall receive three hours of overtime pay. Employees who must return, due to failure, for re-qualification will do so on their own time, without additional pay. Physical fitness testing of the employees for general police ability shall occur on a regular working day during working hours. None of the foregoing shall be classified as overtime. In times of emergency, all members of the Association are subject to call unless

they are on authorized sick or injury leave. Police officers who work overtime that has been approved by the Chief of Police or his designee shall be compensated for such overtime work, and the said compensation shall commence fifteen (15) minutes after the tour of duty of the employee has ended. If an employee is called back for emergency duty the Chief of Police or his designee, overtime pay shall be paid to said employee. Any unit member who shall be required to work after having completed his forty (40) hour work week shall be paid at the rate of time and one-half for such additional time exceeding forty (40) hours, as recited in Section 3 herein. If a member of this Association shall be called back for emergency duty, such employee member shall receive not less than two (2) hours overtime pay at the rate hereinbefore referred to. Tour of duty of each shift shall start upon the hour and end eight (8) hours later upon the hour. The parties understand and agree that a patrol officer will be duly relieved of duty immediately after securing his vehicle provided said officer has properly prepared all necessary reports related to the shift and has turned in all necessary equipment.

**Section 5.** The Association agrees to volunteer with the Township and without compensation the time required to successfully promote police week and open house in the furtherance of good community relations. The Police Chief may from time to time call general police meetings for purposes of instruction and/or procedural guidance and information. The Chief may call two departmental meetings each year on a mandatory basis with payment of overtime or compensatory time at the officer's option.

**Section 6.** Overtime compensation pay at the rate set forth in Section 3 of this Article will be paid to any member of the Association for the following: Required attendance as part of official duties at any Court or Administrative Body or Tribunal, excepting that time which shall constitute the usual and normal police officer's regular tour hours of duty. When required



attendance, as aforesaid, relates to county courts, there shall be a guaranteed minimum of two (2) hours overtime compensation. When required attendance, as aforesaid, relates to municipal courts, there shall be a guaranteed minimum of two (2) hours overtime compensation. Officers working Shift 1 shall have the option of remaining on duty when required to report for County Court at 9:00 a.m. and be paid for a four-hour minimum in this instance.

**Section 7.** When an officer appears in court as a defendant due to actions while on-duty, s/he shall have pay withheld pending the outcome of the litigation. If s/he is found not culpable, said officer shall be paid at the appropriate rate. If s/he is found culpable, then payment shall be at the discretion of the Township. Any payment under this Section shall be paid within thirty (30) days of when the case is fully adjudicated.

**Section 8.**

A. After the third incident of any change in schedule for which there is not at least 7 calendar days advance notice, the employee will qualify for time and one half pay for those hours worked outside the original schedule. This shall not apply to any shift changes initiated by employees which are approved by supervisory personnel. The word "incident" is hereby defined as any change from the employee's normal shift to any other shift for which he had not been previously scheduled.

B. An employee may voluntarily allow his shift or day off to be changed in return for a more favorable shift or day off or to satisfy an administrative scheduling problem. However, the employee will have the right to refuse this request to change. If then ordered to change his shift or day off, the criteria in Section 8, A. of this Article would apply. A voluntary switch shall not count as an incident in Section 8, A.

**Section 9.** Employees may initiate shift or day off changes between themselves,

subject to approval by supervisory personnel. Supervisory personnel shall not arbitrarily deny requested switches.

**Section 10.** All days off during the regular work week (00:00 hours Monday through 24:00 Sunday) shall be consecutive days off with the following exceptions:

- A. Persons regularly scheduled to have Mondays and Sundays off.
- B. Voluntary agreement by the officer to have the days off split.
- C. Changes due to in-service training not to exceed three per year.

**Section 11.** The Township may elect to grant compensatory time in lieu of overtime pay for duties and/or assignments specifically related to overseeing the Explorer Scout activities, instructing in the D.A.R.E. program or carrying out crime prevention activities. The compensatory time will be granted at a time and one-half rate when the hours worked by the employee exceed 40 during the work week. This section shall not apply to the individuals who are assigned the above duties when they are performing routine patrol or investigatory functions.

**Section 12.** An officer may elect to take compensatory time in lieu of overtime. Any compensatory time granted shall be at the time and one-half rate. Officers may not accumulate more than 48 hours of compensatory time. Any overtime hours earned once an employee has 48 hours of compensatory hours banked must be taken as overtime pay. The above limitation shall not apply to employees covered by the provisions of Section 11 above.

### **ARTICLE 13**

#### **SALARY/DIFFERENTIAL/COLLEGE CREDIT**

##### **Section 1.**

A. The following titles or positions shall be paid an annual salary in accordance with the following schedules attached hereto as Appendix A and Appendix B:

B. The Township reserves the right to start newly hired experienced officers at a salary level up to the level commensurate with their experience.

**Section 2. Police Officer First Class**

At all times, the four most senior PBA unit members (based on employment with the Township as a police officer) shall be designated "Police Officer First Class" and shall have their annual rate of pensionable compensation increased by a fixed sum of \$1,500.00 (not subject to contractual wage increases). This amount shall be part of an officer's pensionable base salary and paid in equal amounts in the regular payroll cycles. Ties in seniority shall be decided by badge number.

**Section 3. Associate and Baccalaureate Degree Program:**

Full-time, permanent employee shall be eligible for an additional pay of one hundred (\$100) dollars per annum for having obtained an Associate of Arts or Associate of Science degree, or two hundred (\$200) dollars per annum for having obtained a Bachelor of Arts or Bachelor of Science degree from an accredited college or university under the following conditions:

- A. Said degrees are granted with a major and/or minor course of study in Criminal Justice, Business Administration, Psychology, Sociology or Social Science.
- B. Proof of said degree is presented to the Chief of Police: and
- C. Following authorization by the Chief of Police the payment amount will become part of the officer's base salary and paid in bi-weekly installments in conjunction with the regular payroll schedule.

**ARTICLE 14**  
**LONGEVITY**

**Section 1.** Each employee shall be paid in addition to his/her current annual salary, a longevity increment based upon his/her years of employment as a sworn police officer for either the Township, the NJ State Police or any other New Jersey public entity which, as of January 1, 1996, required possession of a basic (regular) police officer Police Training commission certificate in accordance with the following schedule:

**LONGEVITY SCHEDULE FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 2012 <sup>1</sup>**

Upon Completion of Years of Service	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
6	\$3529	\$3617	\$3707	\$3800
9	\$4705	\$4823	\$4943	\$5067
12	\$5881	\$6028	\$6170	\$6334
15	\$7058	\$7234	\$7415	\$7600
18	\$8234	\$8440	\$8651	\$8867
21	\$9410	\$9645	\$9887	\$10134
24	\$10586	\$10851	\$11122	\$11400

**LONGEVITY SCHEDULE FOR EMPLOYEES HIRED AFTER DECEMBER 31, 2011  
AND PRIOR TO JANUARY 1, 2016 <sup>2</sup>**

Upon completion of Years of Service	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
11	\$3529	\$3617	\$3707	\$3800
14	\$4705	\$4823	\$4943	\$5067
17	\$5881	\$6028	\$6170	\$6334
20	\$7058	\$7234	\$7415	\$7600
23	\$8234	\$8440	\$8651	\$8867
26	\$9410	\$9645	\$9887	\$10134
29	\$10586	\$10851	\$11122	\$11400

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<sup>1</sup> The above is based on 3% of the maximum salary beginning upon the completion of the sixth year of service, with 1% increased for each additional three years of service capped at 9% upon completion of 24 years of service.

<sup>2</sup> The above is based on 3% of the maximum salary beginning upon the completion of the relevant year of service, with 1% increased for each additional three years of service capped at 9% upon completion of 29 years of service.

**LONGEVITY SCHEDULE FOR EMPLOYEES HIRED AFTER DECEMBER 31, 2015\***

Upon Completion of  
Years of Service

13	\$3150
16	\$4200
19	\$5250
22	\$6300
25	\$7350
28	\$8400

\*Longevity shall be a flat dollar amount not adjusted by an COLA increase.

**LONGEVITY SCHEDULE FOR EMPLOYEES HIRED AFTER DECEMBER 31, 2019\***

Upon Completion of  
Years of Service

14	\$3150
17	\$4200
20	\$5250
23	\$6300
26	\$7350
29	\$8400

\*Longevity shall be a flat dollar amount not adjusted by an COLA increase.

The Township may extend full or partial credit for prior service for any other in or out of State law enforcement service at the sole discretion of the Township Manager.

**Section 2.** In addition to the foregoing schedule of increments, the Township shall provide one hundred percent (100%) credit beginning 1992 for any officer's time of employment as a dispatcher for the Township which immediately preceded their employment as a Township police officer; this provision shall only apply to those personnel employed as police officers as of January 1, 1992.

**Section 3.** Each officer of the Police Department shall qualify for the longevity increment during the next regular pay period following said employee's anniversary date of

employment, and such increment shall be paid from and after such date.

**ARTICLE 15**  
**RETIREMENT/SEVERANCE**

**Section 1.** An employee member who retires in accordance with service, special, accidental, or ordinary disability retirement provisions pursuant to the statutes of the State of New Jersey shall be eligible to receive a payment equal to accumulated sick leave benefits in cash at his rate of pay at retirement, provided that no member be eligible to receive more than one hundred (100) such accumulated sick leave days. Said employee may elect an option of cash payment in full or early retirement or any combination of cash and early retirement of this benefit. This section shall not apply to deferred retirements.

**Section 2.** Any employee may also be eligible to receive payment equal to additional accumulated sick leave benefits at twenty-five (25%) percent of his rate of pay at retirement up to a maximum of one hundred and fifty (150) days. In no event shall an employee receive payment for more than two hundred and fifty (250) days under Section 1 and 2 (an equivalent pay-out of no more than one hundred and thirty-seven and one-half days [137.5]).

**Section 3.** As an alternate to post-retirement payment of the severance benefit outlined in Sections A and B above, an employee who has completed 22 years or more of pensionable service may elect to take a portion of his/her sick leave severance benefit prior to retirement. Any employee electing this option shall make a one-time election for how this payment is to be made once they have completed 22 years or more of pensionable service. At the time of this election, the number of days that the employee will be eligible to receive as an early sick leave severance benefit shall be equal to 40% of the days in the employee's sick leave bank not to exceed 100 days of sick leave severance payment. The employee would then be able to elect to receive no more than one-third of this amount in each of the succeeding three calendar

years. The employee could elect to take a lesser percentage and/or spread these payments out over more than three years. Example: An employee who had completed 22 years of pensionable service and had 220 days of accumulated sick leave would be entitled to up to 88 days (40% of 220 days) of early sick leave severance payments. He/she could take up to 29 days of sick leave severance in year one, 29 days in year two and 30 days in year three. If he/she expected to work another four years, he/she could elect to take 22 days of sick leave severance in each of the next four years. These 88 days would count against the first 100 days of sick leave severance referenced in Section A above.

**Section 4.** In addition to the options of taking their sick leave severance benefit in full as referenced in Section 1 above, employees may elect to receive any balance or sick leave severance due at retirement in equal bi-weekly installments over a period not to exceed 36 months. This shall be a one-time election at the time of retirement and will not be able to be changed. The payment shall be made at the rate of pay in effect on the date of the retirement.

**Section 5.** If an employee should die prior to retirement, the employee's beneficiary, as designated by the New Jersey Police and Firemen's Retirement System, shall receive cash payment for accumulated sick leave utilizing the formula provided for under Sections A and B, above.

## **ARTICLE 16** **PENSIONS**

The Township shall continue to make contributions as heretofore to provide pension and retirement benefits to employees covered by this Agreement under the Police and Firemen's Retirement System pursuant to the provisions of the statutes and laws of the State of New Jersey.

**ARTICLE 17**  
**CLOTHING**

**Section 1.** Initial clothing requirements for probationary employees shall be provided by the Township.

**Section 2.** If all or any part of the present uniform is changed, then such changes shall be borne by the Township.

**Section 3.** The Township shall reimburse employees for watches or prescriptions eyewear damaged in the line of duty up to the value of the damage but not to exceed \$50 per item.

**ARTICLE 18**  
**OUTSIDE EMPLOYMENT**

**Section 1.** All requests for police related outside employment with or without uniform during the off-duty hours should originate through the Chief of Police or his designee, who shall have the right to reasonably approve or disapprove said request.

**Section 2.** It is understood by the parties that the employee's position on the force shall be considered their primary job. Nothing contained herein shall prevent an employee from engaging in any outside employment on his off-duty hours, providing the same shall not conflict with his duties nor interfere with his efficiency or performance as an employee of the Township. Final determination under this Section is retained and reserved by the Township.

**Section 3.** With respect to approved off-duty employment in uniform, the hourly rate shall be set by the Association. The party contracting for this service shall make the request through procedures established by the Chief of Police and shall make payment to the Township through a means established by the Township Council (i.e. escrow or billing). Officers shall receive payment for work during the next payroll processing cycle after the Township's receipt of the funds from the contracting party. The Township shall be entitled to set a reasonable fee for its



administration of this program.

**Section 4.** No employee shall engage in any outside employment on a day in which he or she is absent from work due to sickness or injury leave. The exception to this provision shall be if an employee is on terminal retirement leave pursuant to Article 15.A.

**ARTICLE 19**  
**HONOR GUARD/MILEAGE/WORKING CONDITIONS**

**Section 1.** Honor Guard - , As many Township officers who desire to attend the funeral of a slain police officer will be permitted to attend and will be permitted to use Township vehicle(s) provided that such attendance does not interfere with the minimum manpower requirements established by the Chief.

**Section 2.** Mileage payment - Employees will be provided with a Township vehicle if one is available or will be reimbursed at the rate of \$.21 per mile if they use their own motor vehicle for travel to and from required schooling, court appearances in a criminal matter or any administrative proceeding which is work-related. Such reimbursement for vehicle use shall not apply to civil court or non-work-related appearances such as grievance hearings, PERC proceedings or pension matters.

**Section 3.** Working conditions - The parties abide by the provisions of N.J.S.A. 34:13A-5.3 and 34:13A-5.4. Disputes arising under this section shall be processed pursuant to N.J.S.A. 34:13A- 5.4(c).

**ARTICLE 20**  
**VACATIONS**

**Section 1.** Each employee who has had the time of continuous employment recited in the following table shall be entitled to the working time shown as a vacation with pay at his regular compensation rate:

Year in Which  
Anniversary Reached

1 <sup>st</sup> – 5 <sup>th</sup>	12 days
6 <sup>th</sup> – 10 <sup>th</sup>	16 days
11 <sup>th</sup> – 15 <sup>th</sup>	18 days
16 <sup>th</sup> – 20 <sup>th</sup>	21 days
21 <sup>st</sup> – 25 <sup>th</sup>	23 days
26 <sup>th</sup> and beyond	26 days

The above days are to be considered working days.

**Section 2.** Vacation shall be credited as of January 1 of each calendar year and will be considered earned as of the anniversary date except for retiring employees in which case it will be considered earned as of January 1.

**Section 3.** In addition to the vacation schedule hereinabove referred to, each employee shall receive credit for one hundred percent (100%) of employment as a full-time employee for the Township or as a sworn police officer for either the Township, the NJ State Police or any other New Jersey public entity which, as of January 1, 1996, required possession of a basic (regular) police officer Police Training Commission certificate, for the purpose of calculating the employee's years of service to determine the amount of vacation time to which the employee shall be entitled. The Township may extend full or partial credit for prior service for any other in or out of State law enforcement service at the sole discretion of the Township Manager.

**Section 4.** Vacations shall be taken within the year of entitlement.

**Section 5.** To not hamper proper and efficient police operations, both parties agree that the schedule of vacations shall be left to the Chief of Police or his designee, but the selection of vacation time shall be based on seniority within divisions and squads.

**ARTICLE 21**  
**HOLIDAYS/PERSONAL DAYS**

**Section 1.** The following shall be recognized as holidays under this Agreement:

New Year's Day	Martin Luther King's birthday
Washington's birthday	Lincoln's birthday
Good Friday	Memorial Day
July 4th (Independence Day)	Labor Day
Veteran's Day	Columbus Day
Thanksgiving Day	Friday following Thanksgiving
Christmas Day	

**Section 2.** The holidays herein above referred to shall be given to the employees as compensatory time except that employees may be paid for up to five days' pay at straight time in return for forfeiting up to five days of compensatory holiday time. To be paid for compensatory holiday time employees must notify the Chief of Police on or before October 1 of the preceding year. Payment for holiday compensatory time will be made by the Township on or before July 1.

**Section 3.** Employees shall be entitled to two (2) personal days which must be taken during the calendar year granted unless an employee's inability to use said days during said calendar year was due to a scheduling decision of a superior officer. An employee request to use personal holidays shall be made not less than 24 hours in advance. A request for a personal day shall not be denied if the following conditions are met:

- A. There is at least twenty-four hours' notice provided to an appropriate supervisory/scheduling party.
- B. No other officer has already been granted a personal day for the shift that is the subject of the request.
- C. That the request is not on one of the designated holidays or on one of up to ten "blackout" dates set by the Chief of Police at least three months in advance.

D. In the first calendar year of employment one-half (1/2) personal day shall be granted for each full three calendar months worked. In the final calendar year of employment one-half (1/2) personal day shall be granted for each three calendar months or part thereof worked. The final date of employment shall be exclusive of benefits provided under Article 21, Retirement.

**Section 4.** Should the Township Council or Township Manager, because of a special holiday proclaimed by the President of the United States or the Governor of the State of New Jersey or the Township Council or Township Manager close the Township administrative offices, thereby giving time off to personnel employed there, the employees covered by this Agreement shall receive equal time off at such time that will not interfere with efficient police operations.

**Section 5.** Employees covered by this Agreement may on a voluntary basis donate up to one holiday per patrol officer per calendar year to be contributed to another patrol officer's holiday leave account in instances where a patrol officer has exhausted all available time off and continues to be unable to work as certified by a medical doctor.

**ARTICLE 22**  
**SICK LEAVE**

**Section 1.** Sick leave is defined as any absence from duty because of an illness or disability not arising out of an employee's course of employment.

A. Sick leave may be used for the following:

- i. personal illness,
- ii. when a member of the employee's family, defined below, is ill and requires the presence of the employee.
- iii. In the case of a male employee fathering a newborn child, that

employee is entitled to five consecutive days off taken as sick leave, inclusive of any scheduled days off. Any additional time off the employee seeks to utilize shall be in accordance with either other Township paid time off provisions (other than sick leave) or the Family and Medical Leave Act.

B. Sick leave may not be used for dental or medical treatment or office visits except when that treatment is incidental to a period of continuous personal illness or an acute emergency or the employee has satisfied the superior officer on duty that no other arrangements were practical.

C. Immediate family, for the purposes of this Article, is defined as mother, father, spouse, and child, and sister, brother, or child of a sister or brother when the employee is the sole support of the sister, brother or child and if said child is under twenty-two (22) years of age.

**Section 2.** Permanent full-time employees shall be granted sick leave, as herein before defined, with pay to which he is eligible, as follows:

A. During the entire or any portion of the first calendar year of employment (until December 31) one (1) working day for each month of service completed will be accrued. Thereafter, fifteen (15) days paid sick leave will be posted to every eligible employee on January 1 of each subsequent year of employment with the provision that, if at the time of separation from service the employee has used sick leave days in excess of an accrual of one and one quarter (1 1/4) days for each full month of service completed, said excess days shall be deducted from the employee's last pay check.

B. For employees hired after January 1, 1988, twelve (12) days paid sick leave will be posted to every eligible employee on January 1 of each subsequent year of

employment with the provision that, if at the time of separation from service the employee has used sick leave days in excess of an accrual of one (1) day for each full month of service completed, said excess days shall be deducted from the employee's last pay check.

C. Any amount of sick leave, as provided for above, not used in any calendar year, shall accumulate to the employee's credit from year to year to be used if any when needed in accordance with the aforementioned.

**Section 3.** Any employee must promptly notify the superior officer on duty of his intended absence from work. Notification shall be made before the employee's usual starting time, except in such case where because of the emergent nature of the illness, notification cannot be made as herein set forth.

**Section 4.** The Township Manager, Police Chief or his designee may require:

A. A certificate from a license physician as proof of illness.

B. In the case of leave due to exposure to contagious disease, a certificate from the Department of Health or any person licensed by the State of New Jersey to practice medical arts.

C. An employee who is absent because of personal illness to be examined, to verify said illness, at the expense of the Township by the Township Physician or at the employee's expense by any person licensed by the State of New Jersey to practice medical arts.

D. An employee who has been absent because of personal illness may be examined, at the expense of the Township, by the Township Physician or any person licensed to practice the medical arts in the State of New Jersey as a condition of his return to duty. Such examination shall establish whether the employee can perform his normal duties and that his return will not jeopardize the health of other employees. Final determination as to whether an

employee can perform his normal duties is retained and reserved by the Township.

**Section 5.** Employees who use no sick time during the calendar year beginning in 2016 shall receive 24 hours straight compensatory time which shall be taken the following calendar year or be forfeited.

**ARTICLE 23**  
**MATERNITY LEAVE**

**Section 1.** Female police officers shall advise their employer of a pregnancy. The rights of a police officer shall include but not be limited to the following provisions:

A. The female police officer shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. The doctor shall be a physician of the female police officer's own choosing.

B. In addition to the other provisions of this Article, the female Police Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the time period of her pregnancy and the period following childbirth.

C. Upon returning from maternity leave, the officer shall be returned to work without loss of seniority or benefits.

**Section 2.** Both male and female police officers shall be permitted such time and such terms and conditions as are provided under the Federal Family Leave Act and the New Jersey Temporary Disability Benefits Law.

**ARTICLE 24**  
**INJURY LEAVE/WORKER'S COMPENSATION**

**Section 1.a.** Whenever an employee is incapacitated from duty because of a physical injury sustained in the performance of his/her duty, s/he shall be paid his/her salary less such

amounts as shall accrue or be paid to said injured member by worker's compensation benefits. This said salary shall continue during the term and period of temporary compensation benefits as authorized by the worker's compensation statutes of the State of New Jersey. However, any permanent or partial permanent award made to said employee by a worker's compensation court or any other court of competent jurisdiction shall be and remain the property of said employee and shall not be reimbursed to the Township.

**1.b.** Beginning July 1, 1996, the Township shall utilize the following formula in calculating employee payroll checks during such periods of time that they are receiving Worker's Compensation Temporary Disability Payments ("W.C.T.D.P.") processed per N.J.S. 34:15-12(a):

Gross wages, less:

Worker's Compensation check (to be signed over to Township of Ocean worker's compensation reserve account).

Adjusted gross less:

Taxes and deductions on adjusted gross

Adjusted net

Normal net

less: Adjusted net

Balance due employee from Township of Ocean worker's compensation reserve account

This formula shall continue to be used while W.C.T.D.P. is in whole or in part tax-free.

Pursuant to N.J.S.A. 43:16A-15.2, the Township shall continue paying the employee's full pension contribution based on the salary the employee was receiving just prior to the receipt



of the W.C.T.D.P. The employee's pension shall not be decreased or affected in any amount because of this section, and the employee's "Compensation". "Final Compensation", "Average final Compensation", etc., as described in N.J.S.A. 43:16A-1, et. seq. shall not be decreased any amount because of this section.

Additionally, no other provision of this contract, including longevity, overtime, holiday pay, etc., shall be decreased in any amount because of this section.

**Section 2.** Employee shall, as soon as practicable after a physical injury has occurred, file a worker's compensation petition, and failure to do so shall render this said provision for payment of salary void, and said salary shall cease forthwith.

**Section 3.** The provisions regarding a physical injury to an employee shall not exceed the term of one (1) year from the onset of said physical injury. The time wherein said employee is not permitted or is unable, by reason of certification by a Township Physician, to perform such duties as shall be directed by the Chief of Police, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said employee.

**Section 4.** If a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined according to the provisions of state law.

**Section 5.** An employee while on injury leave may not engage in outside employment.

**ARTICLE 25**  
**DEATH IN FAMILY/FUNERAL LEAVE**

**Section 1.** Permanent employees shall be granted five (5) working days off without loss of regular straight time pay for death in the immediate family. Notice of such absence shall be given to the Superior Officer as soon as possible, for the first day of the intended absence. For purposes of definition of this Section, "immediate family" shall consist of father, mother, spouse,

children, brothers and sisters.

**Section 2.** If an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent or grandchild dies, said employee member shall be granted time off without loss of regular straight time pay for three (3) working days.

**Section 3.** An employee shall be granted the day of the funeral for the purpose of attending the funeral without loss of regular straight time pay for the death of an aunt or uncle of the employee member or his spouse, or spouse's grandparents.

**Section 4.** The Township may require reasonable proof of such death. Under extenuating circumstances, such as the death of a relative, not part of the employee's immediate family, living in the home of the employee, the Township Manager may extend the death leave of an employee.

**ARTICLE 26**  
**HEALTH, DENTAL AND LIFE INSURANCE**

**Section 1.** The Township shall continue to provide enrollment in the New Jersey State Health Benefits Program for all employees and their families as defined by the insurance carrier.

Employees will have as their base level of coverage the State Health Benefits Program's NJ Direct 2030 plan ("base level plan"). If the employee selects a plan more costly than the base level plan, then the employee shall pay the difference between the base level plan and the plan selected. Additionally, all employees will be required to comply with the contribution requirements set forth in Chapter 78, P.L. 2011.

**Section 2.** The Township shall continue to provide for each employee member of the Police Department the current group life insurance coverage of six thousand dollars (\$6,000).

**Section 3.** The Employer shall provide dental insurance for each employee. The

premium to be paid by the Township for dental insurance shall not exceed \$43. Any excess will be paid by the insured employee.

**Section 4.** Health, dental and life insurance coverages shall become effective in accordance with the respective plan program, but in no event later than two full calendar months after the starting date of employment providing the employee has completed and submitted the necessary application and enrollment forms in a timely manner.

**Section 5.** The Township may, at its option, change any of the foregoing plans or carriers so long as substantially the same benefits are provided.

#### **ARTICLE 27**

#### **FALSE ARREST AND LIABILITY INSURANCE**

**Section 1.** The Township shall at its cost and expense provide false arrest and liability insurance to cover all full-time permanent and probationary employee. Coverage shall be in the sum of not less than one million (\$1,000,000) dollars per incident for each employee.

**Section 2.** Whenever a member of the Police Department is made a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the Township shall provide said member with necessary means for the defense of such action or proceeding, and in such event, the Township shall satisfy its obligation hereunder by providing services of the Township Attorney, Assistant Township Attorney or outside counsel retained by the municipality, who would owe exclusive allegiance to the member. The member may also submit to Township the name of an attorney of his own choice licensed to practice in the State of New Jersey. However, prior to utilizing the services of an outside attorney, an agreement must be reached by the parties as to the services to be rendered and fees and costs thereof which must be reasonable to the Township. Nothing herein shall be construed to preclude a member from selecting his own attorney either to assume sole control of the defense or to cooperate with the

attorney selected by Township without the consent of Township. In either case, however, the member's selection of counsel without Township concurrence carries with it the member's personal obligation to pay legal fees.

The Township shall not provide a member with the necessary means for his defense in a disciplinary proceeding instituted against him by Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on complaint of the Township shall be dismissed or finally determined in favor of the member, he shall be reimbursed for the expense of his defense.

**ARTICLE 28**  
**DURATION**

This AGREEMENT shall be in full force and effect as of January 1, 2020 and shall remain in effect to and including December 31, 2023, with the express proviso that retroactivity prior to the date of the execution of this Agreement shall extend solely to any increases set forth herein concerning salary, longevity, and clothing allowance. Thereafter, this Agreement shall continue in full force and effect from year to year, unless one party or the other gives notice, in writing, no more than one hundred and eighty (180) days or less than one hundred and fifty (150) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Retroactivity shall extend only to those persons in the Township's employ on the date of the execution of this Agreement, or who have retired in accordance with the provision of Article 15.

**ARTICLE 29**  
**SAVINGS CLAUSE**

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this

Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

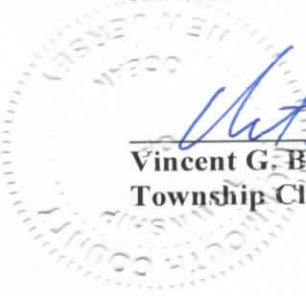
**ARTICLE 30**  
**COMPLETENESS OF AGREEMENT**


This **AGREEMENT** constitutes the entire collective negotiating agreement between the parties, and contains all the benefits to which employees covered by this Agreement are entitled, notwithstanding the established past practices in existence prior to this contract, and includes and settles for the term of this Agreement all matters which were, or might have been, raised in all collective negotiations leading to the signing of this Agreement.

**IN WITNESS THEREOF**, the parties hereto have hereunto set their hands and seals this 13<sup>th</sup> day of MAY, 2020.

**ATTEST**


**TOWNSHIP OF OCEAN**

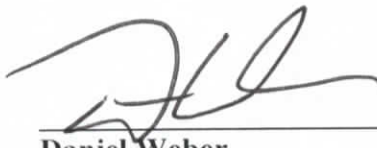


  
\_\_\_\_\_  
**Vincent G. Buttiglieri,**  
**Township Clerk**

  
\_\_\_\_\_  
**Christopher P. Siciliano,**  
**Mayor**

**PBA LOCAL 57, OCEAN TOWNSHIP**

  
\_\_\_\_\_  
**Luke Sciallo,**  
**State Delegate**

  
\_\_\_\_\_  
**Daniel Weber,**  
**President**

**PBA 57 SALARY SCALES  
APPENDIX A**

041020

<b>Officers hired prior to 1/1/16</b>						
STEP	CURRENT	1/1/2020	1/1/2021	1/1/2022	1/1/2023	
49-60	\$60,814	\$61,914	\$61,914	\$61,914	\$61,914	
61-72	\$66,348	\$67,448	\$67,448	\$67,448	\$67,448	
73-84	\$71,882	\$72,982	\$72,982	\$72,982	\$72,982	
85-96	\$77,416	\$78,516	\$78,516	\$78,516	\$78,516	
97-108	\$82,950	\$84,050	\$84,050	\$84,050	\$84,050	
109-120	\$88,484	\$89,584	\$89,584	\$89,584	\$89,584	
121 +	\$113,658	\$117,627	\$120,568	\$123,582	\$126,671	

<b>Officers hired on or after 1/1/16 but before 1/1/20</b>						
STEP	CURRENT	1/1/2020	1/1/2021	1/1/2022	1/1/2023	
0-12 Mos.	\$38,678	\$39,778	\$39,778	\$39,778	\$39,778	
13-24	\$44,898	\$46,573	\$46,573	\$46,573	\$46,573	
25-36	\$51,118	\$52,871	\$52,871	\$52,871	\$52,871	
37-48	\$57,338	\$59,168	\$59,168	\$59,168	\$59,168	
49-60	\$63,558	\$65,466	\$65,466	\$65,466	\$65,466	
61-72	\$69,778	\$71,764	\$71,764	\$71,764	\$71,764	
73-84	\$75,998	\$78,062	\$78,062	\$78,062	\$78,062	
85-96	\$82,218	\$84,359	\$84,359	\$84,359	\$84,359	
97-108	\$88,438	\$90,657	\$90,657	\$90,657	\$90,657	
109-120	\$94,658	\$96,955	\$96,955	\$96,955	\$96,955	
121-132	\$100,878	\$104,018	\$106,098	\$108,220	\$110,384	
133 +	\$113,658	\$117,627	\$120,568	\$123,582	\$126,671	

**PBA 57 SALARY SCALES  
APPENDIX B**

041020

<b>Officers hired on or after 1/1/20</b>						
STEP	1/1/2020	1/1/2021	1/1/2022	1/1/2023		
0-12 Mos.	\$45,000	\$45,000	\$45,000	\$45,000		
13-24	\$46,573	\$46,573	\$46,573	\$46,573		
25-36	\$52,871	\$52,871	\$52,871	\$52,871		
37-48	\$59,168	\$59,168	\$59,168	\$59,168		
49-60	\$65,466	\$65,466	\$65,466	\$65,466		
61-72	\$71,764	\$71,764	\$71,764	\$71,764		
73-84	\$78,062	\$78,062	\$78,062	\$78,062		
85-96	\$84,359	\$84,359	\$84,359	\$84,359		
97-108	\$90,657	\$90,657	\$90,657	\$90,657		
109-120	\$96,955	\$96,955	\$96,955	\$96,955		
121-132	\$102,896	\$102,896	\$102,896	\$102,896		
133 - 144	\$110,262	\$110,262	\$110,262	\$110,262		
145 +	\$117,627	\$120,568	\$123,582	\$126,671		