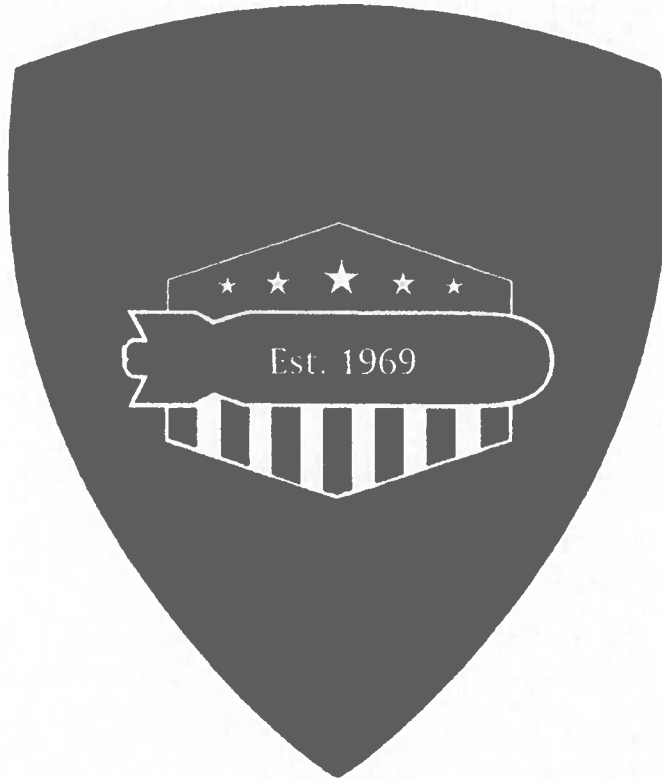




COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF SOUTH TOMS RIVER

And

THE SOUTH TOMS RIVER POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL #368

Effective - January 1, 2021 through December 31, 2026

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PURPOSE

The purpose of this agreement shall be set forth, herein, the negotiable terms and conditions of employment to be observe between the parties hereto and improve the harmonious relations between the Borough of South Toms River and the South Toms River Policemen's Benevolent Association, Local 368, and to formally set forth the relative rates of pay, hours of work, and other conditions of employment consistent with the law and the established practices not modified by this agreement.

RECOGNITION OF THE P.B.A.

- A. The Borough of South Toms River recognizes the South Toms River Policemen's Benevolent Association, Local 368, as the exclusive representative of all employees of the bargaining unit as defined in the following section B for the purpose of collective bargaining and all activities and processes relative thereto. Said South Toms River Policemen's Benevolent Association, Local 368, is permitted to negotiate with the Borough of South Toms River for the purpose provided in Chapter 303.L. 1968 IN.J.S.A. 34-13-1 et. seq.) with respect to salary, hours and those terms and conditions of employment permitted by state statute.
- B. The bargaining unit shall consist of all full-time police officers of the Borough of South Toms River Police Department, now employed to hereinafter employed with the exception of the Chief of Police.
- C. For the purpose of this contract, any reference to the Borough of South Toms River shall be stated as the "Borough" or "Employed" and shall stand for one in the same. Any reference throughout this contract to the South Toms River Policemen's Benevolent Association, Local 368, or its members, shall read "Association" or "Employee"

MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitutions of the State of New Jersey and the United States.

B. All the terms and conditions of employment not specifically set forth herein, or not specifically "determined" by existing statutes, are hereby reserved by the Borough as its management prerogatives and rights.

RIGHTS AND PRIVILEGES OF THE ASSOCIATION

A. The Borough agrees to make available to the Association all public information concerning negotiable matters between the Borough and the Association to process any complaints. All requests shall be made through the "Police Committee".

B. Negotiation sessions will be set during off duty hours. Such participation shall be limited to three (3) members.

C. The Association shall have the use of the bulletin board and pigeonholes to contact members of the Association.

D. The Borough agrees to grant the necessary time off without loss of pay to the President, Delegate, and such other members three (3) days to attend the State Convention, and five (5) days to attend the National Conventions of the NJ Policemen's Benevolent Association, Inc. Said delegation shall consist of up to three (3) members of the Association, maximum.

In addition, the employer agrees to grant the delegate of the Association one (1) day off per month to attend the State and County meeting of the NJ State Policemen's Benevolent Association, Inc. and to attend other Association business. Said time off shall be without loss of pay and shall consist of the delegate's scheduled shift on the day of required business.

BULLETIN BOARD

The Borough will provide a bulletin board in an inconspicuous location in the Police Headquarters for the use of the Association in posting notices concerning Association business and activities. Said bulletin board shall be under the control of the Association and the officer in charge shall approve all notices.

COLLECTIVE BARGAINING PROCEDURES

A. Collective bargaining with respect to rates of pay, hours or work, or other conditions of employment, shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the governing body of the Borough of South Toms River, or its designee, and the President of the Association, or its designee, shall be the respective bargaining agents for the parties.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

C Employees of the Borough who may be designated by the Association to participate in the collective bargaining meetings called for the purpose of negotiation of a Collective Bargaining Agreement will be excused from their work assignment. This section shall be limited to three (3) members of the Association.

DISCRIMINATION

A. Neither the Borough nor the Association shall discriminate against any employee by reason of that employee's status within any class of individuals protected against discrimination by law.

B. Where the word "he" or "his" is used in this agreement, it shall refer to both the masculine and feminine gender.

PERSONNEL FILES

A. Employees have the right to inspect and review his own personnel file, after proper request to their supervisor or Borough Clerk and in the presence of said supervisor or Borough Clerk. The Borough recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to define, explain or object, in writing, to anything found in his personnel file.

B. The employee will receive copies of any written reprimands, performance evaluations or work commentaries placed in their file. The employee's signature, signifying knowledge of these documents, shall be required.

ADHERENCE TO CIVIL SERVICE COMMISSION RULES

The Borough and the Association both understand and agree that all rules promulgated by the New Jersey Civil Service Commission concerning any matter not specifically covered in the Agreement shall be binding.

GRIEVANCE PROCEDURE

A. That grievance within the meaning of this agreement shall be any dispute arising under and pertaining to the interpretation of this Agreement.

B. That an aggrieved employee shall present his grievance in the Association within three (3) working days of knowledge of its occurrence or such grievance shall be deemed waived. Working days shall include Monday through Friday, and shall not include Saturday and Sunday as set forth in this Agreement. The Association shall make the determination as to the validity of the alleged grievance within five (5) days of receipt. In the event the Association determines the alleged grievance is not valid the individual may continue with the grievance procedure on their own without the assistance of the Association. If the grievance is deemed valid, the Association shall take the following steps:

Step 1:

The President of the Association, or his duly authorized and designated representative shall present and discuss the grievance, or grievances, in writing with the Police Committee, and the Police Committee shall answer the grievance in writing, within five (5) days. If the Association is not satisfied with the result of Step 1, then the Association shall present the grievance in writing to the chairperson of the Police Committee. The Police Committee Chairperson shall have seven (7) working days in which to arrange a meeting to discuss the grievance; and in the event the grievance is not adjusted within three (3) additional working days, the Association shall present the grievance as provided by Step 2 hereof.

Step 2:

If the member and the Association are not satisfied with the results of Step 1, the Association and the governing body of the borough shall meet to discuss the grievance at the next meeting, including regular and caucus meetings. Any fact or issue not raised by the grievant in Step 2 of the process shall not be considered after that point as part of the grievance. A grievance that is not pursued to Arbitration will be deemed resolved in accordance with the response provided at Step 3 of the process.

Step 3: If the grievance is not settled through Step 3, then the grievance may go to mediation.

Step 4:

1. If the grievance is not settled through the preceding steps, either party may refer the matter to the Public Relations Commission within fourteen (14) calendar days after the determination of Step 4 proceeding. The Arbitrator shall be selected in accordance with the rules of the said Commission and the expense of the Arbitrator or Arbitrators shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence his presentation.
2. The Arbitrator or Arbitrators shall be bound by the provisions of this Agreement and restricted in the application of the facts presented to him and relevant to the grievance. The Arbitrator shall have no authority to modify or alter in any way the Provisions of this Agreement or any amendment or supplement thereto. However, if the Agreement does not contain specific terms, the Arbitrator may consider past practice of the parties. The decision of the Arbitrator shall be final and binding.
3. The time limits expressed herein shall be strictly adhered to, unless mutually waived verbally or expressly by both parties. Nothing herein shall prevent the parties from mutually agreeing to extend or constrict the time limits provided that the failure of the Borough to respond within the time limits shall be deemed a denial.

LEAVE: BEREAVEMENT, PERSONAL AND VACATION

A. Bereavement

1. Each Employee will be granted forty (40) hours of leave with pay upon the death of their spouse, child, parent, brother, sister, grandparent, or grandchild of the employee or his spouse. Said leave will include the death of mother-in-law, father-in-law, step-parents, step-brothers, and step-sisters. Said leave shall not be charged against sick leave, vacation or personal time. An officer may use up to an additional forty (40) hours of accrued sick leave for bereavement subject to the approval and discretion of the Police Chief provided it is necessary due to extraordinary travel or in the event of a spouse, parent or child.

B. Personal Leave

1. All employees shall be granted thirty two (32) hours leave per year for personal reasons. This leave shall not be charged against annual leave or any other leave.
2. Unused personal leave shall not accumulate from year to year.
3. Non-emergent personal leave is subject to one week advance written notice and approved by the Chief of Police or his appointed designee. It is understood that personal leave shall not be granted due to requirements of a second job.

C. Annual Leave (Vacation)

1. Annual leave with pay shall be earned at the rate of eight (8) hours of leave for each full calendar month of service during the remainder of the first calendar year, as well as the second calendar year following the date of employment.
2. Vacation leave for employees in their third (3rd) year or more of service shall be defined as follows:
 - 3rd through 10th year – One hundred twenty eight (128) hours
 - 11th through 20th year – One hundred sixty eight (168) hours
 - After 20th year – An additional eight (8) hours per year

In an employee's last calendar year of service, vacation leave shall be prorated on the basis of the number of credited days of leave as set forth above, divided by the number of months the employee had in that last calendar year.

3. Vacation time shall be credited to the employee on January 1st of each calendar year.
4. Vacation allowance must be taken during the current calendar year, at such times permitted or directed by the Chief of Police and/or the governing body, unless the Chief of Police and/or the governing body determines that it cannot be taken because of pressure at work. Any unused vacation leave may be carried forward into the next succeeding year only.

5. Employees will, with due consideration of the needs of the Borough, be permitted to take their vacation at times their request. However, the Chief of Police, or his duly designated representative must approve all vacation dates.
6. Time off will be scheduled on the basis of seniority.
7. Seniority shall be defined as a privileged position earned by reason of longer service or higher rank.
8. The use of vacation, comp, and non-emergent personal leave requests, which result in the recall or forced overtime of another employee, must be submitted and approved seven (7) days prior to the requested leave, unless mutually agreed upon by the requesting officer and the officer subject to recall or forced overtime.
9. If an officer applied for vacation time that could not be used due to extraordinary circumstances, the officer will be paid subject to the discretion of the governing body.

LEAVE: SICK, ABSENCE WITHOUT PAY, OTHER LEAVE

- A. **Sick:** Sick leave is defined as an absence from duty, while in good standing, due to illness, accident, injury, disability, exposure to contagious disease, or the necessity to attend to and care for an ill member of the immediate family.
1. Sick leave with pay shall accrue to any full-time employee on the basis of eight (8) hours per month during the remainder of the first calendar year of employment after the initial appointment, and one hundred twenty (120) hours every calendar year thereafter.
 2. These one hundred and twenty (120) hours shall be credited to the employee on January 1st of each calendar year of service.
 3. In an Employee's last calendar year of service sick leave shall be prorated on the basis of eight (8) hours for each month the employee had worked in the last calendar year.
 4. Nothing in this section should prevent an employee from being able to use their accrued sick leave in compliance with the conditions set within the section labeled 'Bereavement.'
 5. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.
 6. If any employee is absent for any reason that entitles them to sick leave, their supervisor shall be notified promptly as of the employee's usual reporting time, except in those situations where notice must be made prior to the employee's starting time.
 7. Failure to notify their supervisor may cause a denial of the use of sick leave for that absence and constitute cause for disciplinary action.

8. Absence without notice for forty (40) consecutive hours shall constitute resignation under section 16.12 (Resignation) of the Department of Personnel.
9. An employee who is on sick leave for twenty four (24) or more consecutive hours shall be required to submit acceptable medical evidence substantiating the illness.
10. An employee who has been absent on sick leave for periods totaling one hundred twenty eight (128) hours in one calendar year, consisting of periods of less than three (24) hours, shall be required to submit acceptable medical evidence of any additional sick leave in that year, unless such illness is of a chronic or recurring nature requiring absence of one (1) day or less, in which case only one certificate shall be necessary for a period of six (6) months.
10. The Borough may require an employee who was absent on medical leave, as a condition of their return to duty, to be examined, at the expense of the Borough, by a physician designated by the governing body. Such examination shall be to establish whether the employee is capable of performing their normal duties and that their return will not jeopardize the health or safety of other employees.
11. Upon the retirement of an employee, the Borough shall pay the employee for half of their accumulated sick leave, which they have earned while in the Borough's Employment, not to exceed \$15,000.00. The Borough shall have the option of purchasing an annuity contract, which shall provide the retiring employee with the option of receiving either a lump sum or a two (2) or three (3) year payout.
12. An employee may, at their option, request and receive payment for up to eighty (80) hours of their accrued annual sick leave at the previous year's rate. This request will be made no later than January 31st and will be payable no later than the fourth pay period of the year. This request cannot cause the employees accumulated sick leave to drop below one hundred and twenty (120) hours for that previous year. Employees hired after 05/21/2010 are not eligible to receive this payment.

B. Leave of Absence Without Pay

1. Leave of absence without pay must be granted by the Borough provided it does not seriously disrupt operations.
2. A leave of absence without pay shall be presented to the Chief of Police in writing.
3. A leave of absence shall not exceed six (6) months per calendar year. It may be renewed not more than one (1) time for a like period.
4. An employee who fails to report for work the first day after the expiration of their leave shall be considered to have resigned.
5. Upon return from an officially approved leave of absence, all benefits achieved prior to such leave of absence shall be restored to the member of the bargaining unit; however, such absent time shall not count in any fashion toward accumulation of benefits, nor seniority.

C. Other Leaves

All other proper and authorized leaves, as provided in the rules of the Department of Personnel, shall be recognized and constitute part of this agreement. The Borough shall also allow employees to utilize leaves under the State and Federal Medical Leave Acts.

SICK LEAVE LOANS

Sick Leave Loans: Employees will be allowed to loan their accumulated sick leave to other employees who have exhausted their accumulated time off due to lengthy illness or injury, so the recipient may remain on the payroll of the Borough until such time as all leave is exhausted.

A. Employees who wish to loan their accumulated sick leave shall be reimbursed by the recipient. As the recipient is credited with new sick leave at the beginning of each year, they must use fifty (50) percent of time toward reimbursement of the loaner(s) until the loan is repaid in full.

B. If the recipient dies or resigns prior to the reimbursement, the loaning employee(s) forfeits the loaned time.

C. In no event shall an employee be allowed to loan more than one (1) week of their accumulated time or fifty (50%) percent of their accumulated sick leave balance, whichever is less during the calendar year.

HOLIDAYS

A. The Following are recognized as holidays

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Good Friday
5. Easter Sunday
6. Memorial Day
7. Juneteenth
8. July 4th (Independence Day)
9. Labor Day
10. Columbus Day
11. General Election Day
12. Veteran's Day
13. Thanksgiving Day
14. Thanksgiving Friday (Day after Thanksgiving)
15. Christmas Day

- B. Legal Holiday tours of duty shall be distributed equitably among the employees by the Chief of Police. If the employee works on the holiday, said employee shall be paid time and ½ for working that day.
- C. For an employee to qualify for time and ½ pay for the legal holiday, said employee must work their full scheduled shift before and after a holiday in order to receive holiday pay.
- D. Employees shall be paid fifteen (15) holidays on the second payday in November.

UNIFORMS

- A. The Borough shall supply police uniforms and all official accessories to police officers as authorized by the Chief of Police, and the Police Committee Chairman.
- B. Uniforms damaged while performing normal police duties, other than normal wear, shall be replaced by the Borough upon receipt of the damaged uniform or equipment. Corrective eye glasses shall be included if damaged in the line of duty.
- C. If an employee is hired after the first week in July, they shall forgo the clothing allowance for the following year. However, said employee shall be fully suited with an initial issue by the Borough in the year of hiring, subject to what is already in the Department and available to be used by said employee.
- D. Initial issue shall be defined as:

QUANTITY	ITEM
4	Uniform Pants
2	Long Sleeve Shirts
2	Short Sleeve Shirts
14	Department Uniform/Jacket Patches
1	Name Plate
1	Tie Bar
1	Breast Badge
1	Class A Hat Badge
1	Set of STR collar brass
1	Uniform Tie
1	Class A Hat
1	Class A Hat Cover
1	Baseball cap with patch

1	Peerless or equivalent handcuffs
1	O.C. Spray
1	ASP Expandable baton
1	Boots (BATES or equivalent)
1	Weapon Holster
1	Bianchi Accumold Elite Basketweave Belt
1	Bianchi Accumold Elite Basketweave Magazine Pouch
1	Bianchi Accumold Elite Basketweave Cuff Case
1	Bianchi Accumold Elite Basketweave O.C. Spray Case
1	Bianchi Accumold Elite Basketweave Radio Holder
1	Basketweave ASP Holder
1	Raincoat
1	Winter Jacket
1	Spring Jacket
1	Compact Patrol Flashlight
1	Puncture Resistant Gloves
1	Reflective Traffic Vest
1	Tactical Armor Vest-Richard Cowell brand or equivalent

- E. A uniform allowance will be paid as a check, to each full time employee who has reached their tenth (10th) anniversary. All other full time employees will receive vouchers.
1. This uniform allowance will remain at \$1,300.00 per year for the duration of this contract.
- F. Said clothing allowances shall be available as of the first pay period in July, subject to State approval of the Borough's budget.
- G. Upon any form of voluntary or involuntary termination of employment, an employee must return all equipment issued to an employee for an initial issue. An employee who fails to do so will be responsible for the costs of all such items and the Borough will be entitled to retain any compensation

due to the employee up to the total amount due to the Borough. The Borough retains the right to all legal remedies available to it. This equipment includes Borough owned property.

GUNS AND CLOTHING MAINTENANCE

- A. The Borough agrees to pay an allowance for cleaning and/or maintenance of both guns and clothes.
- B. This allowance is only for full time employees of the Borough.
- C. Each full time employee will receive a check for their maintenance no later than the first pay period of July in each year, subject to State approval of the Borough's budget.
- D. The maintenance allowance will remain at four hundred (\$400.00) per year for the duration of this contract.

PAY PROCEDURE WITH WORKERS' COMPENSATION

- A. Any employee injured in the performance of their work will receive Workers' Compensation Insurance according to regulations.
- B. The Borough will continue to pay compensation in the amount of the employee's regular salary, while the Worker's Compensation checks to the employee will be handed into the Borough Chief Financial Officer, upon receipt of them by the employee.

INSURANCE

The Borough shall provide to all employees covered by this agreement and their families, an insurance and prescription plan equal to or better than coverage provided under the New Jersey State Health Benefits Plan. The premiums of said insurance shall be paid by the Borough, subject to employee contributions as required by law.

In the event an employee elects to waive coverage under the Borough's health insurance plan as a result of having coverage through another family member, then, that employee shall be entitled to receive waive-out benefits in the amount of 25% of the actual cost savings to the Borough, or \$5,000.00 annually, whichever is less. This waive-out provision shall not be applicable to any employee whose alternate coverage is also available through the New Jersey State Health Benefits Plan. The actual cost savings shall be determined by the cost to the Borough of the employee's current health insurance plan at the time of the opt-out, less any Employee contributions required by law. The employee seeking to obtain waiver of benefits shall be required to annually furnish the Borough CFO with documentation showing the coverage and type of the health insurance available to the employee through the other household member. This payment shall be made by the first pay period in December of each year of non-participation in the provided insurance plan.

It is agreed between the parties that if the PBA comes up with a dental plan for its members, the parties will re-open negotiations for such a plan. It is further agreed by the parties that if the Borough enrolls in a dental plan, the PBA will be allowed to join the plan.

The Borough will reimburse 50% (fifty percent) of net savings defined as the difference in premiums less the reduction in Chapter 78 contributions to any employee covered by this agreement for election of a New Jersey State Health Benefit Plan of lower premium cost than Direct 10 with the exception of HD4000. Election of the HD4000 plan will be reimbursed at a rate specified according to the plan proposed by the CFO and deposited into a Health Savings Account in January of each plan year.

RETIREMENT – INSURANCE COVERAGE

The Borough agrees that any police officer hired to full time permanent status before January 1, 2019 and retiring after January 1, 2019 and completing 25 years of continuous service with the Borough will have chapter 78 contributions waived and will be capped at Direct 20/30 as the highest level plan. Retirement health care benefits will not be offered to any employee covered by this agreement hired to full time permanent status on or after January 1, 2019.

Such coverage shall not apply to any retiree who is covered by a substantially similar health insurance program from their spouse or any other source.

Once a retiree becomes eligible for Medicare, the coverage provided by the Borough becomes the secondary insurance coverage as Medicare becomes the primary insurance coverage.

WORK HOURS – OVERTIME COMPENSATION

- A. A member of the Association shall be paid overtime compensation at the rate of one and one half (1-1/2) times his/her regular pay if the Department implements 8 hour shifts or a particular assignment warrants, in the sole discretion of the Chief of Police, or in his/her absence the Officer in Charge, a regular eight (8) hour schedule:
 - 1. Work performed in any day in excess of the greater of eight (8) hours or the employee's scheduled shift.
 - 1A. A day shall be defined as starting at 2200 hours and ending at 2200 hours.
 - 2. Work performed after or other than forty (40) hours contained in the normal work week.
 - 2A. A week shall be defined as 2200 hours Friday to 2200 hours the following Friday.
 - 3. If the Department implements 12 hour shifts, then pursuant to section 207(k) of the Fair Labor Standards Act all other members of the association will work 86 hours during a 14 day work period before overtime applies.
 - 3A. Officers will be assigned to one of the following 12 hour shifts until annual shift rotation: 06:00 hours to 18:00 hours or 18:00 hours to 06:00 hours. This work period shall begin on a Friday and run a 14 day cycle commensurate with that officer's assigned shift and schedule.

4. For all work caused when an employee is called to duty on what is normally their off duty hours, said employee shall be paid overtime, at the rate of time and one half (1 ½) for a minimum of four (4) hours, regardless of the time they actually worked. However if said employee is called into work, and an overlap occurs with their regularly scheduled shift, said employee will receive a minimum of two (2) hours pay regardless of the time actually worked prior to their scheduled shift with no overlap, excluding court time. Provided further that in the event 12 hour shifts are implemented by the Department, an Association member must work their regular schedule during that officer's 14 day cycle in order to receive 1-½ times pay or minimum call in pay when called to duty on their normal off day and, if not, that officer will be paid at their regular straight-time rate only for the hours worked when called in.

5. In the event an employee is called to duty other than their normal assignment for either Municipal Court appearances, or appearance in any Court in the State of New Jersey, they shall be paid at the rate of one and one half (1 ½) times their regular salary, and shall receive a minimum of two (2) hours pay at the overtime rate.

6. A seventy-two (72) hour notice is required for any change in shift that is ordered by the Chief of Police or Officer in charge. If less than the required seventy-two (72) hour notice, then said period worked shall be paid at the rate of time and one-half. This provision may be waived by mutual agreement between the officer and the Chief of Police. Voluntary shift changes between officers are not subject to this provision.

B. Overtime will be worked only when necessary and when the employees are expected to work necessary overtime.

C. Overtime shall not be worked during any work period in which an employee is on vacation, except in an emergency with the authorization from the Chief of Police or officer in charge in case of their absence.

D. No overtime shall be paid unless said overtime was authorized by the Chief of Police or officer in charge in the case of his absence.

EMERGENCY CLOSURES

In the event that the Borough closes for a State of Emergency, all employees that report to work for their normally scheduled shift shall be compensated with eight (8) hours of Compensatory Time for that day.

COMPENSATORY TIME

A. Overtime duty shall be compensated in money payment at a rate of time and one half (1 ½). Provided, however, that the employee may elect to receive compensatory time off at the rate of time and one half (1 ½) in lieu of overtime

- B. The Borough shall not discriminate in the offering of assignments to any employee on account of any employee's willingness or unwillingness to accept compensatory time off or money payment, nor shall the Borough attempt to influence any employee's election to receive compensatory time off or money payment.
- C. Compensatory time off shall be administered, scheduled and made available in the same fashion as vacation time is administered.
- D. An employee shall be permitted to accumulate a total of three hundred and twenty (320) hours of compensatory time off. Any election to receive overtime payment in the form of compensators time off in excess of the said three hundred and twenty (320) hours shall be disregarded by the Borough and the employees shall be paid in money for such time.
- E. Should any employee accumulate over three hundred and twenty (320) hours of compensatory time for any reason, and the borough desires to reduce this amount by either payment or time off, any reduction shall first be discussed with the employee and a reasonable reduction timetable will be implemented.

ON-CALL SUPERVISORS

- 1. A supervisor and/or detective who is "on-call" shall receive 6 hours pay at their hourly rate per week that they are assigned to be on-call. The "on-call" status of the supervisors is maintained and scheduled by the Chief of Police.
- 2. If a supervisor who is assigned as the on-call supervisor is also assigned as the on-call detective during the same week, said on-call supervisor/detective should receive a maximum of six hours of pay for that specific week.
- 3. Should a supervisor who is scheduled to be on-call for their scheduled week be unavailable for any reason, another supervisor will assume the duties of being the on-call supervisor. This supervisor who assumes these duties should be compensated at a rate of one (1) hour per day, up to a maximum of six (6) hours per week, for coverage of the on-call duties. All switches are subject to approval by the Chief of Police or his designee.

PROVISIONAL OFFICER

- A. A provisional officer is a person hired for a period of 90 days or in accordance with Civil Service Commission Regulations. Any employee hired as a provisional officer remains at Step #1 salary pay rate set forth in this agreement, until such time they are hired as a permanent full time employee, has graduated the Police Academy, and has completed one (1) year of service as a full time permanent employee.

- B. Any provisional officer that is hired as a permanent full time employee will receive their step increase from the day that he is hired as permanent full time employee, not the day he was hired as a provisional officer.

SALARY GUIDE FOR EMPLOYEES

- A. The base salary for all officers covered under this agreement shall be as follows:

	2020	2021	2022	2023	2024	2025	2026
ACADEMY		\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000
1	\$35,637	\$37,062	\$38,545	\$40,087	\$41,690	\$43,358	\$45,092
2	\$39,331	\$40,904	\$42,540	\$44,242	\$46,012	\$47,852	\$49,766
3	\$43,025	\$44,746	\$46,536	\$48,397	\$50,333	\$52,346	\$54,440
4	\$46,719	\$48,588	\$50,531	\$52,553	\$54,655	\$56,841	\$59,114
5	\$50,413	\$52,430	\$54,527	\$56,708	\$58,976	\$61,335	\$63,789
6	\$54,107	\$56,271	\$58,522	\$60,863	\$63,298	\$65,829	\$68,463
7	\$57,801	\$60,113	\$62,518	\$65,018	\$67,619	\$70,324	\$73,137
8	\$61,495	\$63,955	\$66,513	\$69,174	\$71,940	\$74,818	\$77,811
9	\$65,189	\$67,797	\$70,508	\$73,329	\$76,262	\$79,312	\$82,485
10	\$68,883	\$71,638	\$74,504	\$77,484	\$80,583	\$83,807	\$87,159
11	\$72,577	\$75,480	\$78,499	\$81,639	\$84,905	\$88,301	\$91,833
12	\$76,271	\$79,322	\$82,495	\$85,795	\$89,226	\$92,795	\$96,507
OFF GUIDE	\$85,463	\$88,882	\$92,437	\$96,134	\$99,980	\$103,979	\$108,138
SGT	\$91,445	\$95,103	\$98,907	\$102,863	\$106,978	\$111,257	\$115,707
LT	\$97,847	\$101,761	\$105,831	\$110,065	\$114,467	\$119,046	\$123,808

- A. An employee who is enrolled at a Police Academy shall be compensated at the "Academy," rate. Upon the successful completion of the Police Academy, the employee shall proceed to "Step 1."
- B. All employees shall receive their step increase on their anniversary date of hire.
- C. Officers in the rank of patrol who have reached step twelve (12) shall move to the Off Guide pay scale.

LONGEVITY

A. Each employee hired prior to January 1, 2011 shall be paid, as part of his annual wage, a longevity increment based upon their years of continuing employment in the Police Department in accordance with the following schedule:

Completion of 6 years	.02 (2%)
Completion of 12 years	.04 (4%)
Completion of 18 years	.06 (6%)
Completion of 22 years	.08 (8%)

B. Each officer of the Police Department shall qualify for longevity increment on the anniversary date of their employment as full time officer as agreed above.

C. Officers hired after January 1, 2011 will not receive longevity increments.

PROMOTIONS

Employee's salary shall be increased from the base pay in the amount of the .03 (3%) for the promotion made by the governing body of the Borough, and pursuant to Ordinance, in rank including but not limited to Detective.

SUSPENSION

It is agreed between the Borough and the Association that if an officer is suspended for any action other than a disciplinary violation, they shall continue to receive their pay, and perform those duties prescribed by the Chief of Police or their designee, until such time as there is a disposition of the matter. There shall be no non-disciplinary suspension without a hearing.

COOPERATION

A. The parties of this Agreement recognize that the welfare of the residents of the Municipality as well as the harmonious employer-employee relationship requires that the full intent of this Agreement be reached. It is the intent of both the Borough and the Association that this is achieved and that the Police Department shall operate harmoniously.

B. Both parties, however, recognize that in carrying out the full intent of this agreement certain questions, both of technical nature and otherwise, may arise, which are unforeseen. Accordingly. Both parties commit themselves to the orderly and peaceful settlement of any questions which arise under this Agreement, and further agree that it is their intention and desire that no strike or other interruption of normal employment or production shall occur during the life of this agreement.

PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

- A. It is their belief that it is in the best interest of the Borough to encourage further their formal higher education in Police Science and/or Criminal Justice and subjects related to improving their ability to better serve the community efficiently and competently. To that end, the Borough shall reimburse employees who successfully complete courses in such fields of study in pursuit of an Associate's Degree.
- B. Except as provided in paragraph 3 hereof, it shall be the obligation of each Association member to notify the governing body in writing of any course of study toward an Associate Degree.
- C. If an employee desires to further their formal education beyond an Associate's Degree, they must receive written approval for each subject course prior to enrollment therein. Said approval shall come from the governing body of the Borough.
- D. Reimbursements for tuition of one hundred (100%) shall be made by the Borough to the employee after the employee has furnished the Borough with proof that they satisfactorily completed the course of study.
- E. Satisfactory completion of an approved course shall be defined as one in which a grade of "C" or better was achieved.
- F. The Borough shall pay for all books required by the course of study. The books will then become property of the Borough.
- G. For an employee to be eligible to receive reimbursement for college credit, they must have completed two (2) years of service as a full-time employee. Said employee is only eligible to collect reimbursement for college credits earned after they have been a full-time employee.
- H. The officer designated as the D.A.R.E. or G.R.E.A.T. or equivalent officer for the Borough of South Toms River shall receive an additional one percent (1%) added to their base salary. The D.A.R.E. officer will be designated by the Borough, from the entire P.B.A. membership on a non-rotating basis as the governing body sees fit.

K9 OFFICER

- A. An officer assigned as a K9 Handler shall receive in addition to their base salary . one thousand (\$1,000.00) dollars.
- B. This stipend should not be incorporated into the base salary of the K9 Officer as a pensionable wage , but should instead be paid in a separate paycheck to the K9 Officer no later than the fourth pay period of the calendar year.

SEVERABILITY

A. If any part, portion or article of this Agreement shall be subsequently deemed by a court or competent jurisdiction to be illegal, such clause, portion, or article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect, absent the illegal clause.

B. Should any legislative act or government regulation or order affect any particular provision of this Agreement, it shall only apply to that specific portion of this Agreement affected thereby.

C. If any such provisions are so determined to be invalid, the Borough and the Association will meet for the purpose of negotiating changes made necessary by the applicable law.

MISCELLANEOUS

A. Copies of this agreement shall be printed at the expense of the Borough after the Agreement of the Association, and such printing shall be completed, if possible within thirty (30) calendar days after the Agreement is signed. This Agreement shall be presented to all the members of the Collective Bargaining Unit.

B. Whenever any notice is required to be given by either of the two parties to this Agreement, either party shall do so by telegram or registered letter to the following address:

1. If by the Association: to the governing body at the Municipal Building

19 Double Trouble Rd.

South Toms River, NJ 08757

2. If by the governing body

To the Association

P.O. Box #265

Beachwood, NJ 08722

C. The Association and its representative may have the right to use the Municipal buildings at all reasonable hours for meetings. However, approval is required, and such approval shall not be unreasonably withheld. The Borough shall be notified in advance of the time and place of all such meetings.

D. The Association shall have the right to use the copier machine upon reasonable notice and providing it is not in use. The Association shall pay the Borough for the actual cost of materials used.

E. An Association representative may speak to the members of the bargaining unit at the end of any meeting, providing no interference occurs with the normal operation of the Department.

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The duration of this contract is January 1, 2021 through December 31, 2026.

B. Both parties agree to commence negotiations for the year or years starting 2026, no later than November 18, 2025, unless this date is mutually extended. The parties agree after negotiations commence, to meet at least once a week, unless mutually agreed otherwise.

C. In the event that the negotiations are not completed for a new Agreement on or before the expiration of this Agreement, all parties agree that this Agreement shall remain in full force and effect until such a time as a new Agreement is reached.

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations whether or not discussed by either party.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and agreements arrived at by the parties after that right and opportunity are set forth in this Agreement.

C. The Borough and the Union, for the life of this Agreements, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred or covered in this Agreement, or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

PAYMENT OF RETROACTIVE BENEFITS

The retroactive check (for all monetary benefits) for calendar year 2021 shall be paid on or before January 1, 2023 to each and every employee.. The retroactive check (for all monetary benefits) for calendar year 2022 shall be paid on or before April 1, 2023 to each and every employee.

SIGNATURES OF AGREEMENT

This Agreement constitutes the entire collective negotiation agreement between the parties and contains all the benefits to which Employees covered by this Agreement are entitled. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates set forth below each signature.

BY: SOUTH TOMS RIVER
P.B.A. LOCAL #368



* Timothy Meier, President, PBA 368

Timothy Meier, President, PBA 368

BY: BOROUGH OF
SOUTH TOMS RIVER



Gidally G. Esparza
Mayor

Gidally G. Esparza
Mayor



* Supervisor's Representative. Local 368

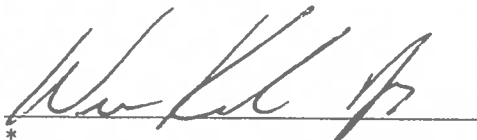
Supervisor's Representative. Local 368



Oscar Cradle
Police Negotiation
Committee Chairperson

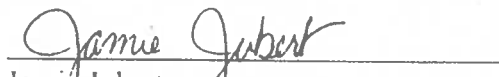
Oscar Cradle
Police Negotiation
Committee Chairperson

Attest:



* William Kosh Jr., State Delegate
PBA 368

William Kosh Jr., State Delegate
PBA 368



Jamie Jubert
Acting Borough Clerk

Jamie Jubert
Acting Borough Clerk

SIGNED THIS 27th DAY OF September, IN THE YEAR 2022.