

AGREEMENT

between

TOWNSHIP OF NEPTUNE

MONMOUTH COUNTY, NEW JERSEY

and

**LOCAL NO. 74, NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION, INC.**

January 1, 2021 through December 31, 2024

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PREAMBLE

This Agreement entered into the 24 day of January 2022, by and between the TOWNSHIP OF NEPTUNE, in the County of Monmouth, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township") and LOCAL NO. 74, NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., (hereinafter called the "P.B.A."), represents the complete and final understanding on all bargainable issues between the Township and the P.B.A. on behalf of the Patrolmen and Detectives.

NOW THEREFORE, the parties in consideration of the mutual promises, covenants, and conditions herein contained, agree as follows:

ARTICLE I: RECOGNITION

A. The Township hereby recognizes Local No. 74, New Jersey State Policemen's Benevolent Association, Inc., as the duly authorized collective negotiations representative for all Patrol Officers and Detectives in the Police Department of the Township.

B. The title of Patrolmen and Detectives shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II: MANAGEMENT RIGHTS

A. 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 power, authority and rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine the qualifications and conditions for continued employment; the assignment, promotion and transfer and the discipline and demotion for good and just cause of its employees.
3. To take any permissible disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in 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 thereof are in conformance with the Constitution and Laws of New Jersey, including the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. and of the United States.

C. Any employee covered under this Agreement seeking to engage in private or outside police or security work for any entity other than Neptune Township Police Department must, prior to engaging in such work, secure written approval in advance from the Chief of Police, whose approval shall not be unreasonably denied. Such secondary employment shall not create a situation

whereby the employee is not provided with reasonable time to rest before and after work as a Patrol Officer for the Township or interfere with and/or jeopardize his/her position as a Patrol Officer for the Township or the Department as a whole.

ARTICLE III: GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and to adjust the grievance without the intervention of the P.B.A.

B. Definition

The term "grievance", as herein defined, means the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment covered under this Agreement.

The term "days" as defined in connection with grievance procedures is defined as calendar days.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

a. An aggrieved employee shall institute action under the provisions hereof within thirty (30) days of the date of the occurrence. Failure to act within said thirty (30) days shall be deemed

to constitute an abandonment of the grievance. An earnest effort shall be made to settle the grievance informally by the Chief of the Department, or his designee.

b. The Chief of the Department, or his designee, shall render a decision within ten (10) days after his receipt of notice of the grievance.

Step Two:

a. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the P.B.A. and signed by the aggrieved and filed with the Township Administrator within ten (10) days following a decision of the Chief of the Department.

b. The Township Administrator (or the representative) shall render a decision in writing within ten (10) days from the receipt of the notice of the grievance, with an additional copy of said decision being filed with the Director of Human Resources (electronic version is acceptable).

Step Three:

a. In the event the grievance has not been resolved through Step Two, then within ten (10) days following the decision of the Township Administrator, the matter may be submitted to the Township Committee.

b. The Township Committee shall review the matter and render a decision within ten (10) days of the Township Committee meeting subsequent to receipt of the grievance at this level, so long as the Step Three Grievance is received by the Township Administrator for distribution to the Township Committee at least five (5) days prior to a scheduled Township Committee meeting. If a grievance is received by the Township Administrator less than five (5) days prior to a Township Committee meeting, the grievance shall be heard at the next regularly scheduled Township Committee meeting.

c. When submitting to the Township Committee, the P.B.A. shall simultaneously provide electronic copies of the Step Three grievance to the Police Committee and the Director of Human Resources.

Step Four:

a. If the grievance is not settled through Steps One, Two or Three as provided herein, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the decision by the Township Committee. An Arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission.

b. However, no Arbitration Hearing shall be scheduled sooner than thirty (30) days after the final decision of the Township Committee. In the event the aggrieved party elects to pursue his/her Appellate rights in accordance with N.J.S.A. 40A:14-150, the Arbitration Hearing shall be canceled and the matter withdrawn from Arbitration. The P.B.A. shall pay whatever costs may have been incurred in processing the case to Arbitration.

c. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add, modify, detract from or to alter in any way the provisions of this Agreement or any amendment or supplement thereto. The Arbitrator shall be bound by the laws and cases of the State of New Jersey. The Arbitrator shall set forth his/her findings and conclusions in a written opinion. The decision of the Arbitrator shall be final and binding, subject to applicable law.

d. The costs for the services of the Arbitrator shall be borne equally between the Township and the P.B.A. Any other expenses, including but not limited to the presentation of witnesses, or late cancellation fees shall be paid by the party incurring same.

e. If the Township fails to respond to a grievance within the time frame above, the grievance shall be deemed to be denied.

ARTICLE IV: DISCIPLINARY ACTIONS.

- A. All disciplinary actions shall be taken in accordance with New Jersey State Statutes.
- B. All disciplinary charges shall be filed, and disciplinary hearings held, in accordance with N.J.S.A. 40A:14-147 and 148.
- C. Any disciplinary suspensions pending disciplinary hearings shall be in accordance with N.J.S.A. 40A:14-149, 149.1, 149.2 and 149.3.
- D. Appeals of disciplinary convictions at the Township level shall be processed in accordance with N.J.S.A. 40A:14-150 and 151.
- E. All papers in connection with a disciplinary action shall be placed in the employee's personnel file.

ARTICLE V: P.B.A. REPRESENTATIVES

A. Should the P.B.A. representatives described below be scheduled to work on a day when P.B.A. business has been scheduled as described herein, the Township agrees to grant time off to P.B.A. representatives for Association business in accordance with and not to exceed the following schedule, subject to the operational needs of the Department as determined by the Chief. Such leave shall not be unreasonably denied:

1. Up to a total of sixteen (16) hours per month to the delegate designated by the P.B.A. as a delegate to attend the regular monthly meetings of the State Board of Delegates of the New Jersey State P.B.A. and the regular monthly meetings of the County Board of Delegates of the Monmouth County P.B.A..

2. The Chief will provide reasonable time, as described in paragraph A1 above, to a P.B.A. delegate assigned to the midnight shift. In addition, the Chief shall work with the P.B.A. to adjust work schedules to allow a P.B.A. delegate to attend meetings as described herein so long as the schedule adjustment does not create overtime. Any schedule changes necessary to accommodate attendance pursuant to this Section shall be exempt from the seventy-two (72) hour notice required under Article VIII, §D.

3. No more than three (3) employees (the P.B.A. President and two (2) delegates) shall be granted time off with pay to attend the annual State P.B.A. conventions, in accordance with N.J.S.A. 40A:14-177. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention, provided that such leave shall be for no more than seven (7) days (not seven (7) working days). The P.B.A. President shall provide the Chief with four (4) weeks' notice prior to the conventions of the need for such leave and the identity of the delegates attending.

4. No more than three (3) employees (the P.B.A. President and two (2) delegates) shall be granted time off with pay to attend the mini-convention for the duration of the convention and any reasonable travel time. So long as the mini-convention is in Atlantic City or another location within two (2) hours of Neptune Township, the parties agree that travel time is included within the first (1st) day and the last day of the convention [commonly a Monday and a Friday]. Convention attendees shall have their duty schedules adjusted so that their shift ends early enough on the first (1st) day of the convention to ensure that travel time takes place within reasonable hours. Convention attendees shall also have their duty hour schedule adjusted so that their next shift begins late enough to ensure reasonable travel time on the last day of the convention. In the event that the mini-convention takes place at a location more than two (2) hours from Neptune Township, the convention attendees shall be granted a reasonable time from travel to and from the mini-convention. Notice of who shall be attending the mini-convention shall be provided to the Chief of Police a minimum of four (4) weeks prior to the first (1st) day of the mini-convention to allow for proper scheduling.

5. Up to one hundred twenty (120) hours of paid time off per year shall be provided to the P.B.A. President, Vice President, and/or Delegate to attend bargaining sessions with management, prep meetings with P.B.A. counsel and scheduled labor/management meetings, so long as this leave does not cause overtime to occur.

B. Accredited representatives of the P.B.A. may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the P.B.A. decides to have its representatives enter the Township facilities or premises, it will request such permission from the Chief of Police, which will not be

unreasonably withheld, provided there shall be no interference with the normal operations of the business of Township Government or normal duties of employees.

C. Three (3) P.B.A. representatives may be appointed to represent the P.B.A. in grievances with the Township.

D. During collective negotiations, authorized P.B.A. representatives, not to exceed four (4), shall be excused from their normal work duties to participate in collective negotiations sessions that are reasonable and necessary and shall suffer no loss of regular pay, subject to the operational demands of the Department as determined by the Chief.

ARTICLE VI: DUES DEDUCTION

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the P.B.A. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52:14-15.9(e), as amended, excluding unpaid leave.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the P.B.A. and verified by the Township's Chief Financial Officer during the month following the filing of such card with the Township.

C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the P.B.A. shall furnish the Township written notice thirty (30) calendar days prior to the effective date of such change and shall furnish to the Township either new authorization forms from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A. advising of such changed deduction.

D. The P.B.A. will provide the necessary "check-off authorization" form and the P.B.A. will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. The authorization shall remain in full force and effect during the full term of an employee's employment unless properly withdrawn. To withdraw from a dues authorization, an employee must submit a written request and withdraw from the Association to the responsible payroll accountant for the Employer within ten (10) days following each anniversary date of his/her employment. Once the Employer's payroll accountant receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the thirtieth (30th) day after the employee's anniversary date of employment.

F. The P.B.A. shall indemnify, defend and save the Township harmless against any and all claims, demands, suits and/or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the P.B.A. to the Township, or in reliance upon the official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A. advising of such changed deduction.

ARTICLE VII: NO-STRIKE PLEDGE

A. The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A. nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for discipline including possible discharge of such employee or employees. Such discipline is subject to the grievance procedure of this Agreement.

C. The P.B.A. will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township.

D. If it is determined that a P.B.A. member participated in a strike, slow-down, walk-out, or job action, such activity may result in discipline.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may have in law or in equity for injunction or damages or both in the event of such breach by the P.B.A. or its members.

ARTICLE VIII: HOURS AND OVERTIME

A. The normal work week for Police Officers shall be an average of forty (40) hours per week.

B. An employee who is required to work longer than his/her regular tour of duty shall be paid for overtime at the rate of time and one-half ($1 \frac{1}{2}$) the hourly rate for that rank. In construing such overtime, payments shall be made on the following basis:

1. Up to the first sixteen (16) minutes - no pay
2. Sixteen (16) through thirty (30) minutes - Forty-five (45) minutes pay
3. Thirty-one (31) through sixty (60) minutes - Ninety (90) minutes pay
4. Thereafter, overtime shall be paid in thirty (30) minute segments for all time worked

beyond the regular tour of duty.

5. All overtime assignments shall be assigned in a fair and equitable manner amongst all members of the PBA bargaining unit by seniority. The PBA and the Township will agree upon a mutually acceptable overtime policy.

C. In lieu of cash payment, an employee may opt to receive compensatory time off on a time and one-half ($1 \frac{1}{2}$) basis. Such time may be taken only when scheduled by the Chief in a manner consistent with the Fair Labor Standards Act of 1938, 29 U.S. Code § 201, with the intent of granting such time off whenever possible, without creating an undue hardship on the Police Department. Compensatory time surrendered for cash by officers who earned said time prior to attaining the top salary step shall be paid at their rate of pay when cashed in up to a maximum of the 108-119 month rate of pay. Compensatory time earned while at the top salary step will be paid at the top step rate in effect when surrendered for cash.

D. If a Police Officer is recalled to duty, he shall be paid for all hours worked and shall receive a minimum of two (2) hours compensation at time and one-half (1 1/2), so long as said recall is not contiguous with the employee's work shift.

E. 1. Each member of the Police Department will be allowed to carry a maximum of eighty (80) hours of compensatory time. Such time off may be taken only when scheduled by the Chief of Police so as not to interfere with Departmental operations or surrendered for cash payment.

2. In addition to the eighty (80) hours compensatory time referred to in Section E(1) above, each member of the Police Department will be allowed to bank a maximum of forty (40) hours for which the police officer may make a request to the Chief of Police for a cash payment. Effective December 31, 2021, members of the Police Department shall no longer be permitted to bank the additional forty (40) hours of compensatory time.

3. Requests for payment of banked compensatory time must be submitted by the fifteenth (15th) of the month for payment with the salary check due on the last day of the month the request is submitted.

F. Regularly assigned shifts shall not be altered on less than seventy-two (72) hours notice, except in the event of an emergency as determined by the Chief of Police or his designee. Each Officer may be permitted to "swap" a shift with another officer, within the same pay period, so long as such "swap" does not create overtime nor bring the department below the minimum manpower assigned as determined by the Chief of Police. Officers who wish to "swap" a shift may do so by submitting the switch utilizing the process determined by the Chief of Police. A decision on granting a shift "swap" shall not be unreasonably withheld and shall be made within two (2)

business days of the receipt of the request. Shift swaps are limited to occasional use as approved by the Chief of Police.

G. The hourly rate for the purpose of ascertaining overtime pay is determined as follows:

1. To an employee's annual base salary (set forth in Article XXI), add the extra holiday compensation set forth in Article X, Section A and, where applicable, add the stipend for detective personnel and longevity.

2. Divide this resulting amount by 2080 hours (40 hours/week for 52 weeks) to yield the hourly rate.

The overtime pay will be the employee's hourly rate as calculated above, multiplied by one and one-half ($1\frac{1}{2}$), and further multiplied by the number of overtime hours worked. Overtime pay for a tour of duty is to be included with the paycheck for that period.

H. Any police personnel having received written permission to attend police oriented meetings on their own time will not receive any compensation or compensatory time off. However, the Chief of Police may grant permission to use a Township vehicle provided one is available and it will not interfere with the normal operations of the Police Department. However, police personnel directed to attend such meetings will either receive permission to use a Township vehicle or an appropriate mileage allowance.

I. Field Training Officer

Any officer designated as a Field Training Officer ("FTO") shall receive one-half ($1/2$) hour at the rate of time and one-half ($1.5\times$) of cash or compensatory time for any shift in which they are assigned to train another officer.

J. Work Schedule

1. It is agreed that the standard weekly work schedule for employees covered by this Agreement requires continuous service throughout the seven (7) day work week (Monday through Sunday). Members of the Police Department not working the Patrol Schedule shall work forty (40) hours per work week.

2. Patrol schedule employees will be scheduled to work a schedule of fixed twelve (12) hour shifts as described below:

- a. Patrol Schedule employees shall work the current Pitman schedule which consists of fixed twelve (12) hour shifts with a rotation of two (2) consecutive days on duty, followed by two (2) consecutive days off duty, three (3) consecutive days on duty, followed by two (2) consecutive days off duty and two (2) consecutive days on duty, followed by three (3) consecutive days off duty.

The start and end times of each shift shall continue pursuant to the current practice. The Chief may alter the start and end times in a declared emergency or upon agreement with the PBA. The Chief of Police may assign officers to the underlap of a shift. The underlap shall mean that officers will report one (1) hour prior to the start of their scheduled shift and shall go off-duty one (1) hour prior to the end of their regularly scheduled shift. Officers shall be provided at least seventy-two (72) hours' notice of their assignment to the underlap except in the event of a bona fide emergency, in which reasonable notice under the circumstances will be provided.

- b. Said Patrol Schedule employees shall be given an annual bank of one hundred four (104) hours ("Kelly Time") per year, on a pro-rata basis to reflect the time assigned to this schedule, to address the additional hours they would potentially work in any year. They will be permitted to use said "Kelly Time" during the calendar year with the written approval of the Chief or designee and the complete understanding that the use of such time will not cause overtime in order to allow for said time off. Use of "Kelly Time" as described herein shall not be unreasonably denied. Up to twenty-four (24) hours of "Kelly Time" may accumulate and roll over into the next year. Any "Kelly Time" in excess of twenty-four (24) hours not used by the end of the calendar year shall be forfeited. If an employee leaves before the end of the year and has exceeded their "Kelly Time" allotment on a pro-rata basis, said excess shall be deducted from their last pay check. Allotted "Kelly Time" shall be placed in the employees' "Kelly Time Bank" twice per year, fifty percent (50%) on January 1 and fifty percent (50%) July 1 and may be scheduled for use pursuant to typical request for the use of "Kelly Time" off.
- c. Officers on leave pursuant to Article XVIII, Leave of Absence, suspension or paid or unpaid administrative leave shall not earn Kelly Time during the period of leave.
- d. Officers assigned to roles other than the Patrol Schedule shall work a four (4) day, ten (10) hour shift. The days of work shall be consecutive. The actual days and hours shall be determined by the Chief on an annual basis.

e. Officers on extended leaves (beyond thirty (30) days) may be assigned to work a five (5) day, eight (8) hour shift. The days of work shall be Monday through Friday.

f. Officers assigned to another agency will work an eight (8), ten (10) or twelve (12) hour schedule as described above, as determined at the sole discretion of the Chief of Police.

3. Effective July 1, 2024, the Chief of Police may seek to change the currently utilized schedule with a minimum of sixty (60) calendar days written notice to the P.B.A. Prior to such a change, the Chief shall conduct a meeting with the P.B.A. and the Police Committee to evaluate and discuss the schedule. If the P.B.A. and the Chief fail to agree, the schedule change will be forwarded to the Township Committee for authorization prior to any such change. Such a schedule change would not become effective until January 1 of the year subsequent to the approval of the change.

4. A. Shift Bidding: P.B.A. members with more than three (3) years of experience as of January 1 of the year to be scheduled shall be entitled to bid for their shift. Shift assignments shall be made, where all qualifications are equal, pursuant to a seniority based bid system solely determining the shift to which the member will be assigned. Standard slips shall be developed and distributed to all affected personnel no later than the second (2nd) week of November of each year. The employee shall list his/her shift choices giving a first (1st), second (2nd) and third (3rd) preference. Assignments shall then be made based on seniority and posted no later than the first (1st) week of December. The Chief shall reserve an equal number of slots within each squad to be filled on a rotating basis by members having less than three (3) years' experience. This process is to be repeated annually. These assignments shall take effect on January 1st and remain in effect

until the procedure is repeated the following year. This shall not be interpreted to mean that duty assignments, such as Detective Bureau, Traffic Safety Services, etc. are to be put to bid. Those assignments remain the prerogative of the Chief of Police, which shall be in accordance with all controlling statutes, judicial decisions, and this Agreement. Further, in order to meet the needs of training and/or specialized qualifications, shift assignments may need to be altered in order to meet the bona-fide safety needs of the citizens of the Township. In these cases, the change shall be made with timely notice and written explanation. That change shall last until such time as the specific needs have been met, at which time the said Employee shall be returned to his/her bid shift. This Section cannot be used as subterfuge to avoid overtime. If, after bidding is completed an officer voluntarily transfers back to Patrol from a non-Patrol assignment, the officer shall be placed in a squad and shift at the Chief's discretion. An officer voluntarily transferring back to Patrol shall not displace an officer who was granted a bid for the year. If an officer is involuntarily returned to Patrol, he/she shall be allowed to bump the least senior officer assigned to Patrol, at the officer's option.

B. This Section shall not preclude Employees from voluntarily switching or swapping with one another prior to the rebid date. Such process shall be consistent with the provisions of Article XIV, Section A and Section B that addresses the exchange of hours, duties or the exchange of days off. The ultimate determination as to whether a voluntary switch or swap is approved remains the discretion of the Chief of Police, consistent with current practice; however, requested switches or swaps will not be unreasonably denied. The key factor in the Chief's determination of same shall be the appropriate operations of the police department as a whole.

K. Breaks

Officers working the Pitman schedule shall receive two (2) thirty (30) minute paid breaks per day. Officers working a schedule other than the Pitman schedule shall receive one (1) thirty (30) minute paid break per day. During these breaks, officers shall remain subject to call.

ARTICLE IX: VACATIONS

A. Full time employees shall receive vacation with pay in each calendar year according to the following schedule (it is expressly noted that vacation time does not accrue during the first (1st) year of employment and that vacation time is awarded on an annual basis as described herein.

Full time Employees hired on or before December 31, 2020 shall receive vacation pay as follows:

(1) From the beginning of the 2nd year of service through 5th year of service: eighty-four (84) hours;

(2) From the beginning of the 6th year of service through 10th year of service: one hundred twenty (120) hours;

(3) From the beginning of the 11th year of service through 15th year of service: one hundred eighty (180) hours;

(4) From the beginning of the 16th year of service through 20th year of service: one hundred ninety-two (192) hours; and,

(5) From the beginning of the 21st year of service and beyond: two hundred twenty-eight (228) hours.

B. Full time employees hired on or after January 1, 2021 shall receive vacation pay as follows:

(1) From the beginning of the 2nd year of service through 5th year of service: seventy-two (72) hours;

(2) From the beginning of the 6th year of service through 10th year of service: one hundred two (102) hours;

(3) From the beginning of the 11th year of service through 15th year of service: one hundred fifty (150) hours;

(4) From the beginning of the 16th year of service through 20th year of service: one hundred sixty-two (162) hours; and,

(5) From the beginning of the 21st year of service and beyond: one hundred ninety-two (192) hours.

C. Employees terminating their employment with the Township or having their employment with the Township terminated by the Township shall be entitled to be paid for all vacation time accrued but not used. (As an example an employee retiring January 1 will not be entitled to a new allotment of vacation time. An employee retiring on February 1 is entitled to one-twelfth (1/12th) of their annual vacation allotment; an employee retiring July 1st is entitled to six-twelfths (6/12ths) their annual vacation allotment for the year.)

D. Vacation time shall be taken in one-half (1/2) day and full day increments.

E. Employees may convert thirty-six (36) hours per year of vacation time to "Kelly Time" to be utilized and/or forfeited as described in Article VIII, Paragraph 1, Section 2 (Kelly Time Section).

ARTICLE X: HOLIDAYS AND PERSONAL DAYS

A. All Police Officers hired on or prior to December 31, 2020 shall receive ninety-six (96) hours of paid holidays at the rate of time and one-half ($1\frac{1}{2}$) of the Officer's regular rate of pay. The total amount due in holiday pay shall be divided by the number of pay periods and the resulting amount added to each paycheck. The conversion to hours is not intended to alter any other element of the current practices with regard to holiday pay and shall not result in a reduction of holiday pay.

B. All police officers hired on or after January 1, 2021 shall receive seventy-two (72) hours paid holiday at a rate of time and one-half ($1\frac{1}{2}$) of the Officer's regular rate of pay. Upon reaching top pay status (120 months), these officers shall receive ninety-six (96) hours of paid holidays at the rate of time and one half ($1\frac{1}{2}$) of the Officer's regular rate of pay as described in §A above.

C. Effective January 1, 2021, all Police Department personnel upon completion of twelve (12) months service shall be granted thirty-six (36) hours of personal time off, provided seventy-two (72) hours written notice be submitted to the Chief of Police or his designee. However, a personal day may be granted by the Chief of Police or his designee in an emergency without notice. These personal hours shall not be accumulated from year to year. All requests for non-emergent Personal Days off will be granted within seventy-two (72) hours of receipt of the request. A Personal Day must be taken in full or one-half ($1/2$) day increments.

D. The PBA hereby waives any and all rights to seek additional compensation for members who work the Juneteenth holiday until negotiations for a successor CNA.

ARTICLE XI: SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service for non-work related causes.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, non-work related accident, or exposure to contagious disease which is non-work related. Sick leave benefits may also be utilized in order to attend a member of the employee's immediate family who is ill. Immediate family is defined as employee's spouse, child, stepchild and/or parent, brother, sister or spouse's mother, father, brother or sister and any family member who regularly resides with the employee.

B. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full-time employee on the basis of ten (10) hours per month. Sick time will not accrue during extended periods of leave in excess of thirty (30) calendar days, with the exception of employees who are receiving workers' compensation benefits.

2. 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.

3. An employee who takes sick leave after he/she has already worked a portion of the work day may use one-half (1/2) day of his/her sick leave benefits.

4. Effective July 1, 2022, an employee who uses accumulated sick time in excess of seven hundred twenty (720) hours in their final year (twelve (12) months) of employment shall have all subsequent sick time utilized deducted from their accumulated leave payout, or when such

leave exceeds the value of the payout, shall not be paid for sick time utilized in excess of seven hundred twenty (720) hours.

C. Reporting of Absence on Sick Leave

1. Where an employee is to be absent for reasons that entitle him to sick leave, his supervisor shall be notified a minimum of one-half (1/2) hour prior to the employee's starting time.

(a) Failure to so notify his/her supervisor prior to employee's starting time may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. The Township may require proof of illness of an employee on sick leave. Abuse of sick leave shall be cause for disciplinary action. Any absence on account of illness or disability of an employee or a member of the employee's immediate family of three (3) or more days must be certified by a written statement from the attending physician.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Neptune Township physician or public health officer shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

4. During protracted periods of illness or disability of an employee or a member of the employee's immediate family, the Township Committee may require interim reports on the condition of the patient, at weekly or bi-weekly periods, from the attending physician and/or a Township Medical Physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

5. The use of any sick leave after a retirement application has been submitted will require medical verification, at the expense of the employee. All such sick leaves in excess of one hundred sixty (160) hours may further require verification of a Township physician. Said verification may be required on an ongoing basis as determined appropriate in the sole discretion of the Township.

E. Bereavement Leave.

1. In the case of death in the immediate family, an employee shall be granted leave and suffer no loss of regular straight time pay from the day of death, up to and including the day of the funeral, for a maximum of twenty-four (24) hours.

2. Immediate family shall be defined as the employee's spouse, and the employee's or his/her spouse's child, stepchild, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, grandparents, and stepgrandparents.

3. Employees are permitted to utilize vacation, compensation, personal or Kelly time as bereavement leave, within reason, in addition to the time provided herein.

4. A member of the Police Department may make a request to the Chief of Police for time off to attend a funeral separate and distinct from bereavement leave. Such request, if

granted by the Chief of Police, shall be charged at the option of the employee as a personal day or against accumulated compensatory time off.

F. Sick Leave Incentive

1. Any police officer who does not incur any sick days in a calendar year will receive thirty-six (36) compensatory hours the following calendar year for a perfect attendance record. The police officer may elect to receive same either in pay or time off. Officers wishing to receive payment in lieu of compensatory time off must do so by submitting a memo to the Chief of Police no later than January 15. The incurring of job-related disability or job-related injury leave shall not impact upon the perfect attendance record. If an officer suffers a sustained suspension without pay or is placed on paid or unpaid administrative leave during the calendar year, he/she shall not be eligible for the perfect attendance incentive.

2. The use of eight (8) or more sick days by an employee within twelve (12) months of their intended retirement date is prohibited unless a physician verifies in writing the necessity of that medical leave. The Township may require the employee to submit to an examination conducted by a physician selected by the Township to verify medical necessity. If medical necessity is not verified, the employee will immediately return to work. If there is a dispute between the officer's physician and the Township's physician, the P.B.A. and the Township shall mutually agree on a third (3rd) physician, whose decision shall be final. During the pendency of the third (3rd) physician's review, the officer shall not be required to return to duty. This section shall not pre-empt the Township's Policy for use and abuse of Sick Time. Through June 30, 2022, all subsequent absences in violation of the terminal leave policy will result in the loss of three (3) days of accumulated unused sick leave for each day off. Effective July 1, 2022, this provision shall be eliminated and time off taken in the final year shall be subject to §B(4) above.

G. Family and Medical Leave Act of 1993 (FMLA) leaves are considered to be a form of sick leave, regardless of the type of time utilized. Employees utilizing FMLA shall not utilize such time for vacation or personal activities. The employee has the option of utilizing accrued sick leave of up to one hundred sixty-eight (168) hours per year for leave under the Family Medical Leave Act. An officer may not be compelled to take Family Medical Leave Act.

ARTICLE XII: JOB INCURRED INJURY

A. Whenever an employee is involved in an incident whereby the employee may be injured while working, whether slight or severe, the employee must make a report of the incident within eight (8) hours thereof to the Chief of Police, officer in charge and/or Director of Human Resources. Notification of an injury must be immediately made by the employee to the Chief of Police or officer in charge.

B. The Chief of Police or officer in charge shall be responsible to see that all information concerning the injury is given to the Township Administrator and the Director of Human Resources, who in turn shall be responsible to notify the insurance company. Any injury that must be reported to the Police and Firemen's Retirement System (PFRS) shall be reported to that system by the employee through the Certifying Agent.

C. Whenever an employee sustains an injury, it shall be the obligation of the Chief of Police and/or officer in charge or the Director of Human Resources to make immediate arrangements for examination and medical treatment if necessary or when requested by said employee. In cases of emergency, medical treatment shall be arranged at the nearest hospital facility. Any other examination and/or medical treatment shall be administered by the Township Physician or any other doctor as may be designated by the Township Administrator and the Director of Human Resources.

D. Any employee who sustains a work connected injury and is eligible for workers' compensation benefits shall be eligible to receive those benefits provided by said law and in addition shall receive from the Township the difference between his/her regular straight time pay and the benefits provided under workers compensation up to a maximum of twenty-six (26) weeks.

1. The P.B.A. and the Township shall consult with each other with respect to any individual cases of employees whose job incurred injury leave appears to be excessive or unwarranted.

2. The Township may challenge the duration of any such leave whenever it deems it appropriate and may require an employee to, at the Township's expense, undergo a physical examination by a Township appointed physician. If such physician's report indicates that the employee is fit to report for duty and the employee disagrees, he/she may undergo a physical examination at his/her own expense by his/her own physician. In the event of a disagreement between the reports of the two (2) physicians, a third (3rd) physician shall be agreed upon by the Township Physician and the employee's physician or in the event of their failure to reach such agreement, such third (3rd) physician shall be appointed by the Monmouth Ocean Medical Society. The report of the third (3rd) physician shall be dispositive of the matter.

E. In the event that the employee seeks to extend his/her work incurred injury leave beyond twenty-six (26) weeks, he/she must present to the Township a medical report indicating the reasons therefore. The Township may require the employee to undergo a physical examination by the Township Physician and in the event the Township Physician's report differs from that of the employee's physician, the matter shall be submitted to a third (3rd) doctor chosen by the two (2) physicians, or in the event they are unable to agree upon a physician, chosen by the Monmouth Ocean Medical Society. The report of the third (3rd) doctor shall be dispositive of the matter.

F. In the event that the compensation carrier determines that the work incurred injury benefits of the employee shall cease and the employee disagrees, he/she may undergo a physical examination by his/her own doctor at his/her own expense. In the event such examination report indicates that the employee is not fit to report for duty, a third (3rd) doctor shall be chosen by the

Township Physician and the employee's physician and in the event of failure to agree upon same, chosen by the Monmouth Ocean Medical Society. The report of the third (3rd) physician shall be dispositive of the matter.

G. Any employee of this bargaining unit, who is returned to light or modified duty in connection with a job incurred injury, requiring ongoing medical treatment at the direction of Township physicians, shall be assigned to a shift regularly scheduled to start no earlier than 7:00 AM and end no later than 11:00 PM. Shift schedule will be determined so as to allow the employee to receive continuing medical treatment from Township assigned medical personnel during regularly scheduled work hours

ARTICLE XIII: HEALTH AND WELFARE BENEFITS

A. The Township shall provide enrollment in the New Jersey State Health Benefits Program for Medical and Prescription coverage for all permanent employees who have been on the payroll for two (2) months, unless required by law to provide benefits earlier, at the beginning of the third (3rd) month of employment. If an employee received his/her permanent appointment after the fifth (5th) day of the month, such month shall not be counted as aforesaid. The Township shall pay the balance of the full cost, after application of the employee share of health benefits costs as delineated in A.1. below, of the foregoing program for the employee and his/her eligible dependents, and shall have the right to change insurance carriers so long as substantially similar benefits are provided to those available under the New Jersey State Health Benefits Program. Employees shall have the right to select any plan under the New Jersey State Health Benefits Program during initial enrollment or during an open enrollment period.

1. Members of the bargaining unit and all future retirees that did not have twenty (20) years of service in a State or local retirement system as of June 28, 2011 shall make health benefits premium sharing contributions pursuant to the regulations and scale set forth by P.L. 2011, c.78.

B. Eligible dependents are the employee's spouse (unless legally separated), domestic partner and children to the end of calendar year that they reach age twenty-six (26).

1. A child, who is incapable of self-sustaining employment by reason of intellectual disability or physical handicap, upon attaining age twenty-six (26) may be continued under the Program while remaining incapacitated, subject to the continuance of the employee's coverage under the Program. Proof of incapacity must be provided within thirty-one (31) days after coverage would otherwise terminate. Additional proof shall be required from time to time.

2. Stepchildren, foster children and legally adopted children may be included, provided they are wholly dependent upon the employee for support and maintenance and are reported for coverage.

3. In the case of divorce, or where the parentage is not clear, such children may be covered provided that the employee is required to provide for their support and maintenance pursuant to a court order.

4. A newborn or adopted child must be reported within sixty (60) days to the New Jersey State Health Benefits Program or other insurance provider. Failure to do so may result in the dependent not attaining coverage until the next renewal pursuant to New Jersey State Health Benefits Program rules.

5. No one will be eligible as a dependent under the Program while covered as an employee of a participating employer or while in military service.

C. The Township shall provide a paid-up drug prescription program to benefit the police officers and their eligible dependents who have been on the payroll for two (2) months, at the beginning of the third (3rd) month of employment. If an employee received his/her permanent appointment after the fifth (5th) day of the month, such month shall not be counted as aforesaid. The Township shall pay the full cost of the foregoing program for the employee and his/her eligible dependents and shall have the right to change insurance carriers so long as substantially similar benefits are provided to those available under the New Jersey State Health Benefits Program. The co-payment to be made by the employee for prescription coverage will be Five (\$5.00) Dollars for generic medications and Ten (\$10.00) Dollars for brand name medications for medications qualifying pursuant to the New Jersey State Health Benefits Program formulary.

1. Any employee who remains on the same prescription drug for ninety (90) days or

longer must utilize the mail order prescription drug benefit program to be entitled to prescription coverage for that medication.

D. The level of coverage, co-pays and all monetary benefits, as well as other aspects of coverage under the New Jersey State Health Benefits Program are established solely by the New Jersey State Health Benefits Commission ("Commission"). The Commission's decisions are solely within their discretion and not subject to Article III of this collective bargaining agreement. If there is a discrepancy or disagreement between the collective bargaining agreement and a decision of the Commission, the Commission's decision shall prevail.

E. Physical Examinations.

1. It shall be the obligation of the Chief of Police to establish a schedule of appointments for physical/medical examinations for members of the Neptune Police Department, taking into consideration age, prior examinations, accidents or injuries or any other factors or observations he feels important and to the extent of available funding within each current municipal budget year.

2. The Chief of Police shall notify each member of the Police Department in writing of the date and time of the appointment with the Township Physician.

3. The Township Physician shall examine those members of the Neptune Police Department in accordance with a schedule of appointments as established by the Neptune Chief of Police.

4. Upon completion of such examinations, the Township Physician shall prepare a complete report including such recommendations as he deems necessary in the best interests of each member. Four (4) copies of the report shall be submitted to be distributed as follows:

- a. Chief of Police
- b. Medical file

c. Township Administrator and Director of Human Resources.

d. Member of the Police Department, for his/her personal information or reviewing same with his/her personal physician, if recommended.

5. Should the report of the Township Physician contain any evidence of a physical condition requiring further evaluation or treatment, then the Neptune Township Chief of Police shall direct said employee to consult his/her personal physician. Further, he shall direct the employee to obtain from said personal physician a written outline of his/her recommendation or prescribed treatment, including if applicable a prescribed treatment timetable. (Example - An overweight condition may include a diet outline and a projected weight loss schedule as a guide for the employee to adhere to.)

6. It shall be the obligation of the employee to submit evidence of his/her examination by his/her personal Physician, including the prescribed treatment, to the Township Physician, who shall advise the Chief of Police whether or not a follow up examination is necessary to determine the progress of said employee in relation to the prescribed treatment.

7. In those cases where the Township Physician recommends in writing that the employee undergo medical treatment and/or observation, and where the employee is directed to do so by the Chief of Police, said employee shall be required to submit to treatment by his/her personal physician and undergo such further examination, treatment, or observation to which the personal physician and the Township Physician shall agree.

8. In that situation where the employee fails to consult his/her personal physician or disregards the prescribed treatment outlined by his/her personal physician or otherwise fails or refuses to follow the recommendations of either the Township Physician or his/her personal physician, then upon written complaint of the Chief of Police, the facts of this case shall be

presented to and be heard by the Township Committee for such action as may be warranted by the facts presented.

F. FALSE ARREST INSURANCE

The Township agrees to provide false arrest and liability insurance to cover each and every full-time permanent and probationary employee. The coverage shall be in the sum of, and not less than, \$2,000,000.00 per occurrence for each employee.

G. DENTAL PLAN

The Township agrees to provide the Horizon Dental Option dental plan for members of the P.B.A. and their families. The Township shall have the right to change insurance carriers so long as substantially similar benefits are provided to those available under the Horizon Dental Option dental plan.

H. CRITICAL INCIDENT STRESS MANAGEMENT

Officers involved in a critical incident, which shall be defined as any situation faced by an officer that causes them to experience unusually strong emotional reactions (stress) which have the potential to interfere with their ability to function either at the scene or later, shall be provided the opportunity to attain Critical Incident Stress Defusings and Debriefings from one of the volunteer CISD Teams located in New Jersey. Said debriefing and/or defusing may be provided at a Township facility, or on scene, and may be attended by any officer who feels they may be affected. The Chief of Police may develop a policy to initiate a debriefing or defusing.

I. SHORT TERM DISABILITY

The Township shall provide for all officers an opportunity to enroll in one (1) voluntary "short term" disability program, provided by a Township-approved vendor. The employee shall pay the full cost of the foregoing program through payroll deduction.

The Township shall provide a Disability Insurance program similar to the New Jersey Disability Insurance Program for all P.B.A. employees who opt-in upon initial hiring. The Township will bear one-half (1/2) the cost of said program, with the balance of costs paid by the employees as a payroll deduction.

ARTICLE XIV: EXCHANGE OF HOURS, DUTIES, OR DAYS OFF

A. The Chief of the Department, or designee, may grant the request of any permanent member of the Department to exchange hours, duties, or days off so long as said request does not cause overtime to occur in any manner.

B. Such request, if granted, shall be on a uniform basis with standard rules and regulations established by the Chief and applying to all permanent members of the Department who make such written request no less than seventy-two (72) hours prior to the assigned duty.

ARTICLE XV: UNIFORM ALLOWANCE

A. The Township shall provide One Thousand (\$1,000.00) Dollars per year uniform allowance to members of the Police Department, subject to all applicable deductions. The Officer is fully responsible for purchasing and maintaining all elements of their required uniform (including appropriate attire for Detectives) pursuant to the Police Department policies governing uniforms as prepared by the Chief of Police. Leather Gear and Badge will be provided by Neptune Township. Employees who have been suspended or placed on paid or unpaid administrative leave (with the exception of a job related injury) for thirty (30) or more calendar days shall have their uniform allowance pro-rated accordingly.

B. The uniform allowance is to be paid in one (1) lump sum in the first (1st) pay period in November.

C. Any uniforms, clothing or personal property of the employee actually damaged or destroyed in the course of the employee's duties shall be repaired or replaced at the Township's expense. This shall not be charged to an employee's clothing or maintenance allowance. This shall be subject to individual documenting the extent of clothing damage in the line of duty with the Shift Commander prior to the end of the tour of duty in which the damage takes place and subject to the written approval of the voucher by the Chief of Police who shall have the final discretion in such matters; however, the Chief's discretion is limited to a determination as to whether the information contained in said voucher is factual. Not applicable in incidents of carelessness.

E. Employees may be required to wear the Dress Blouse only during Funeral Guard detail, funerals of Neptune Township employees, parades and/or inspections.

F. Employees shall have the choice of wearing Corfam or one (1) other specific leather shoe, agreed upon in advance by the Chief of Police. This section shall not preclude the P.B.A. and the Chief of Police from agreeing upon other types or styles of footwear.

G. The term "in the course of the employee's duties", for the purposes of Section C of this Article only, shall mean police activity or action of an affirmative or defensive nature. Such action shall include, but not be limited to, situations such as searches, seizures, arrests, physical conflict, use of force, confrontations, result of third party actions, aid to distressed parties, accident scenes, administration of first aid, investigations, civil disputes and disturbances, riot control, civil defense emergencies, and the like. It shall not include a fall, the soiling or damage to the uniform or personal effects that did not occur as the result of or arise out of situations calling for affirmative or defensive action in the line of duty.

ARTICLE XVI: MILITARY LEAVE

A. Any employee called into the Armed Forces of the United States during national emergency shall receive the protection of all applicable laws.

B. Leaves requested by employees who are members of the New Jersey National Guard or a military reserve unit in order to make minimum attendance requirements, shall be governed by the applicable provisions of the New Jersey Revised Statutes.

ARTICLE XVII: RETENTION OF BENEFITS

Those provisions of Personnel Ordinance No. 1035 of the Township of Neptune, and such amendments thereto adopted prior to the execution of this Agreement, specifically Articles I, II, XIV, XV, XVI, XVII and XVIII, which are applicable to members of the bargaining unit shall remain in full force and effect, except as modified herein during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE XVIII: LEAVE OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any employee for a period up to six (6) months. Such leave shall be granted at the discretion of the Township Committee upon the recommendation of the Police Committee and the Chief of Police. The leave may be extended for an additional period up to six (6) months.

B. It shall be the obligation of the employee being granted such leave of absence without pay to arrange with the Township Chief Financial Officer for the payment of sufficient funds to cover full costs of the continuance of benefits for the period of such leave. Payment of the full cost of benefits shall only apply to leave taken pursuant to this Article (Article XVIII: Leave of Absence) and shall not apply to Family Medical Leave pursuant to the FMLA or NJFLA or any other type of leave.

ARTICLE XIX: RETIREMENT

A. Employees shall retain all pension rights under New Jersey Law and the Ordinance of the Township of Neptune.

B. Any employee who retires under the Police and Firemen's Retirement System (PFRS) based on the required years of service credited in such retirement system, excepting the employee who elected deferred retirement, but including the employee who retires on a disability pension based on fewer years of service credited in such retirement system, shall be provided with Paid up Hospitalization Benefits for the retired employee and those dependents covered under the municipal health insurance program with contributions as set forth by P.L. 2011 c. 78 for those retirees who did not have twenty (20) years of service in a State or local retirement system as of June 28, 2011.

If the Township leaves the Horizon Blue Cross / Blue Shield Direct Access program, the Township will provide substantially similar benefits as those provided under said program. The cost of Medicare/Medicaid or any other coverage required by the New Jersey State Health Benefits Program shall be borne by the employee/retiree for those employees hired after December 31, 2020. The Township shall pay the cost of Medicare/Medicaid or any other coverage required by the New Jersey State Health Benefits Program for all employees/retirees hired on or before December 31, 2020.

C. Payment for accumulated sick leave upon retirement shall be capped at \$15,000.00 or the amount (monetary value) equal to the officer's accrued sick leave time as of December 31, 2013 with a maximum calculated as described in C(1) and C(2) below. Officers with Accumulated Leave values of \$15,000.00 or more as of December 31, 2013 will not accrue any additional value of their sick time (for reimbursement purposes) after December 31, 2013. Officers hired after

January 1, 2017 must retire with twenty-five (25) years of pension credit (or retire on a disability pension) and a minimum of twenty (20) years with the Township of Neptune in order to receive payment pursuant to this Section.

(1) Any employee hired prior to January 1, 2004 who retires under the Police and Firemen's Retirement System shall be eligible to receive payment for accumulated sick leave benefits on the following basis. Employees with a minimum of ten (10) years of service to the Township of Neptune who shall have accumulated sick leave upon retirement shall be entitled to one half (1/2) day's pay at the rate of pay in effect at the time of retirement for each full day of unused accumulated sick leave up to a maximum of two hundred sixty (260) days, which is the equivalent of a maximum of one hundred thirty (130) day's pay.

(2) Employees hired on or after January 1, 2004 who shall have accumulated sick leave upon retirement shall be entitled to one half (1/2) day's pay at the rate of pay in effect at the time of retirement for each full day of unused accumulated sick leave up to a maximum of two hundred (200) days, which is the equivalent of a maximum of one hundred (100) day's pay.

(3) Pursuant to P.L. 2010, c. 3, employees hired after May 21, 2010 who have accumulated sick leave upon retirement shall have, pursuant to State Statute, a cap of \$15,000.00 on any reimbursement for accumulated sick leave as calculated under Section (C)(1) and (C)(2) above.

(4) Employees hired on or after January 1, 2021 who have accumulated sick leave upon retirement shall be entitled to a maximum of Seven Thousand Five Hundred (\$7,500.00) Dollars for accumulated sick leave as calculated under Section (C)(1) and Section (C)(2) above.

(5) Employees should provide written notification to the Township Director of Human Resources and the Chief of Police of the intent to retire at least six (6) months prior to the intended

retirement date. Failure to provide at least six (6) months' notice may delay payment. Medical/Disability retirements are exempt from this notification requirement.

D. Said accumulated sick leave benefits will be paid in full to the employee upon his/her retirement provided that there are sufficient funds remaining from that individual employee's budgeted salary. In the event there are not sufficient funds from the individual employee's budgeted salary, then the Township, at its option, may pay the entire sum due or only so much of the sum due as remains from the employee's budgeted salary and the Township may pay the balance in the next fiscal year.

E. In the event an employee files for retirement or disability retirement (excluding early retirement) and passes away prior to his/her retirement, such accumulated sick leave benefit will be paid on the basis noted in Section C above to the employee's designated beneficiary or estate.

F. Retirees will be issued a retired officers identification and all other credentials within four (4) weeks of retirement.

ARTICLE XX: COURT TIME

A. Any member covered by this Agreement shall be paid at time and one-half (1 ½) rate of pay for court appearances that occur outside of their normally scheduled work period with a minimum of two (2) hours, except as indicated below and all other proceedings he/she is required to attend by subpoena in all matters related to the performance of his/her duties. In lieu of cash payment, a member may opt to receive compensatory time off at the rate of time and one-half (1 ½) so long as it does not cause them to exceed the limit of their compensatory time bank. Such time may be taken only when scheduled by the Chief so as not to interfere with Departmental operations.

B. There shall be a minimum of four (4) hours compensatory time for Superior and Federal Court appearances at time and one-half (1 ½) and a minimum of two (2) hours compensatory time for all other court appearances at time and one-half (1½).

C. Police vehicles will be provided for all matters in which a member is required to attend by subpoena. Court time shall be calculated from the time the member arrives at Headquarters to pick up the vehicle to the time he returns to the Police Headquarters, subject to the availability of vehicles at the discretion of the officer in charge.

ARTICLE XXI: SALARIES

A. Salary Guide for employees hired prior to January 1, 2017 for calendar year 2021 with a 1.5% increase at 91 or more months only (\$119,638.00), which shall be effective and retroactive to January 1, 2021 as follows:

0 to 6 months:	\$40,000.00
7 to 18 months:	\$49,897.00
19 to 30 months:	\$59,092.00
31 to 42 months:	\$66,861.00
43 to 54 months:	\$78,525.00
55 to 66 months:	\$85,938.00
67 to 78 months:	\$93,353.00
79 to 90 months:	\$100,594.00
91 or more months	\$119,638.00

B. Salary Guide for employees hired prior to January 1, 2017 for calendar year 2022 with a 1.75% increase at 91 or more months only (\$121,732.00) as follows:

0 to 6 months:	\$40,000.00
7 to 18 months:	\$49,897.00
19 to 30 months:	\$59,092.00
31 to 42 months:	\$66,861.00
43 to 54 months:	\$78,525.00
55 to 66 months:	\$85,938.00
67 to 78 months:	\$93,353.00
79 to 90 months:	\$100,594.00

91 or more months \$121,732.00

C. Salary Guide for employees hired prior to January 1, 2017 for calendar year 2023

with a 2.25% increase at 91 or more months only (\$124,471.00) as follows:

0 to 6 months:	\$40,000.00
7 to 18 months:	\$49,897.00
19 to 30 months:	\$59,092.00
31 to 42 months:	\$66,861.00
43 to 54 months:	\$78,525.00
55 to 66 months:	\$85,938.00
67 to 78 months:	\$93,353.00
79 to 90 months:	\$100,594.00
91 or more months	\$124,471.00

D. Salary Guide for employees hired prior to January 1, 2017 for calendar year 2024

with a 2.375% increase at 91 or more months only (\$127,427.00) as follows:

0 to 6 months:	\$40,000.00
7 to 18 months:	\$49,897.00
19 to 30 months:	\$59,092.00
31 to 42 months:	\$66,861.00
43 to 54 months:	\$78,525.00
55 to 66 months:	\$85,938.00
67 to 78 months:	\$93,353.00
79 to 90 months:	\$100,594.00
91 or more months	\$127,427.00

E. Salary Guide for employees hired on or after January 1, 2017 for calendar year 2021 with a 1.5% increase at 120 or more months only as follows, effective and retroactive to January 1, 2021:

0 to 6 months:	\$40,000.00
7 to 12 months:	\$47,000.00
13 to 24 months:	\$54,000.00
25 to 36 months:	\$61,000.00
37 to 48 months:	\$68,000.00
49 to 60 months:	\$75,000.00
61 to 72 months:	\$82,000.00
73 to 84 months:	\$89,000.00
85 to 96 months:	\$96,000.00
97 to 107 months:	\$103,000.00
108 to 119 months:	\$110,000.00
120 or more months:	\$119,638.00

F. Salary Guide for employees hired on or after January 1, 2017 for calendar year 2022 with a 1.75% increase at the top step of the salary guide as follows:

0 to 6 months:	\$40,000.00
7 to 12 months:	\$47,000.00
13 to 24 months:	\$54,000.00
25 to 36 months:	\$61,000.00
37 to 48 months:	\$68,000.00
49 to 60 months:	\$75,000.00

61 to 72 months:	\$82,000.00
73 to 84 months:	\$89,000.00
85 to 96 months:	\$96,000.00
97 to 107 months:	\$103,000.00
108 to 119 months:	\$110,000.00
120 or more months:	\$121,732.00

G. Salary Guide for employees hired on or after January 1, 2017 for calendar year 2023 with a 2.25% increase at 108 to 119 months and 120 or more months of the salary guide as follows:

0 to 6 months:	\$40,000.00
7 to 12 months:	\$47,000.00
13 to 24 months:	\$54,000.00
25 to 36 months:	\$61,000.00
37 to 48 months:	\$68,000.00
49 to 60 months:	\$75,000.00
61 to 72 months:	\$82,000.00
73 to 84 months:	\$89,000.00
85 to 96 months:	\$96,000.00
97 to 107 months:	\$103,000.00
108 to 119 months:	\$112,475.00
120 or more months:	\$124,471.00

H. Salary Guide for employees hired on or after January 1, 2017 for calendar year 2024 with a 2.375% increase at 120 or more months of the salary guide as follows:

0 to 6 months:	\$40,000.00
7 to 12 months:	\$47,000.00
13 to 24 months:	\$54,000.00
25 to 36 months:	\$61,000.00
37 to 48 months:	\$68,000.00
49 to 60 months:	\$75,000.00
61 to 72 months:	\$82,000.00
73 to 84 months:	\$89,000.00
85 to 96 months:	\$96,000.00
97 to 107 months:	\$103,000.00
108 to 119 months:	\$112,475.00
120 or more months:	\$127,427.00

I. All salary increases are effective and retroactive to January 1, 2021.

J. Personnel assigned as detectives, in addition to their base salary set forth above, are to be paid an extra stipend of Two Thousand Two Hundred Fifty Dollars (\$2,250.00).

ARTICLE XXII: LONGEVITY

Existing longevity payments will be rolled into base salary at the level paid as of December 31, 2016 and this Article is hereby deleted effective January 1, 2017. An additional Five Hundred (\$500.00) Dollars shall be added to the longevity phase out package as of January 1, 2017 for those who had received longevity payments as of December 31, 2016.

ARTICLE XXIII SEPARABILITY AND SAVINGS

A. The Township and the P.B.A. recognize the applicability of present or future Federal Executive Orders or Federal or State Legislation dealing with economic controls on wages, prices, salaries, etc. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

C. In the event any provision of this Agreement which provided economic benefits to employees is declared null and void or unenforceable, the parties may meet to renegotiate an economic benefit to replace the invalid provisions.

ARTICLE XXIV: FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. All Side Bar Agreements signed prior to January 1, 2021 are hereby null and void, except as incorporated herein.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXV: INTERNAL INVESTIGATION PROCEDURE

To ensure that department investigations are conducted in a manner that is fair and promotes good order and discipline, all administrative and internal affairs investigations will be conducted pursuant to the New Jersey Attorney General's Guidelines on Internal Affairs Policy & Procedures.

ARTICLE XXVI: MISCELLANEOUS

A. The Township of Neptune agrees to furnish the P.B.A. with a PDF version of this Agreement within sixty (60) days of the ratification of this Agreement.

B. The Township of Neptune agrees to allow any police officer who retires from the Neptune Police Department after a minimum of twenty years of service to keep his/her assigned badge. In addition, the Township will furnish the police officer with a proper identification card indicating the retired status of the police officer. This service shall also be provided to any member of the P.B.A. who must retire because of medical reasons.

C. Except in cases in which a conflict of interest exists which necessitates the assignment of separate counsel to the officer, the Township reserves the right to assign counsel to the officer(s) in question. Township will reimburse officers for legal fees incurred for personal counsel for lawsuits for punitive damages against officers at the rate equivalent to the rate set annually for the township general counsel, plus reasonable costs, with a maximum of \$2,500.00 per case. This authorization may be increased by resolution of the Governing Body, at the sole discretion of the Governing Body. Officer must receive approval of Township Committee prior to attaining counsel. Should an officer ever be held liable for punitive damages, the Township Committee reserves the right, in all cases, to not reimburse legal fees and costs. The provisions of this paragraph shall only occur if the provisions of N.J.S.A. 40A:14-155 shall initially apply before coverage for punitive damages are considered.

D. In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Township will permit at least one (1) uniformed Police Officer of the Township to participate in funeral services for the said deceased officer.

Subject to the availability of same, the Township will permit a Township police vehicle to be utilized by the members in the funeral service.

Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

E. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Department may at any time review his/her personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer of his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it in his/her file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

The Chief of Police or designee will be present for any personnel file review.

All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed therefrom except upon notice to the officer who shall be afforded the opportunity to copy the document upon its removal.

F. Unless excused by the Chief of Police for reasonable cause or is on approved vacation or other contractual leave time, all officers will attend an annual Departmental Meeting and an

annual Department Photograph, for a maximum of two (2) hours each, without additional compensation. Said meeting will be scheduled at least thirty (30) days in advance and will not be scheduled within seven (7) days of a Township recognized holiday.

G. (1) All PBA unit members shall receive compensatory time in the amounts set forth below to be added to their compensatory time banks and used or surrendered for payment pursuant to Article VIII of this Agreement pursuant to the December 17, 2021 Side Bar Agreement:

January 1, 2022 – 4 hours

January 1, 2023 – 6 hours

January 1, 2024 – 8 hours

(2) Unvaccinated PBA unit members shall be responsible for the costs of weekly COVID testing, if required.

ARTICLE XXVII: OFF DUTY COMPENSATION

A. This provision shall be effective if the off duty program has been or will be maintained.

B. The hourly rate for employees of this bargaining unit shall be;

Security Assignment	\$85.00 per hour
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Security assignment scheduled for more than five (5) days in a thirty (30) day period and two (2) or more Officers requested	\$65.00 per hour
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Daily Security Assignment anticipated to last more than one hundred eighty (180) days per year	\$50.00 per hour
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Traffic Assignment	\$85.00 per hour
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Neptune Township Board of Education, Non-Profit	\$50.00 per hour
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Effective January 1, 2023, the hourly rate shall be:

Security Assignment	\$90.00 per hour
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Security assignment scheduled for more than five (5) days in a thirty (30) day period and two (2) or more Officers requested	\$65.00 per hour
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Daily Security Assignment anticipated to last more than one hundred eighty (180) days per year	\$50.00 per hour
---	------------------

Traffic Assignment	\$90.00 per hour
--------------------	------------------

Neptune Township Board of Education, Non-Profit	\$50.00 per hour
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The Township Committee will adopt the necessary ordinances and/or resolutions to effectuate the off-duty rates set forth above. The Township Committee, at their discretion, may increase this rate during the term of this contract, through the adoption of the appropriate ordinance and/or resolution.

Assignments to grant funded details will be paid at the rate agreed upon between the Township and the granting entity.

Special Police Officers may work the above assignments only after all PBA and FOP unit members have been offered the job and the job remains unfilled.

When a new entity seeks off-duty police services, the Township shall determine the applicable rate, as set forth above, for off-duty work and advise the PBA and FOP of the new service and rate. If the PBA or FOP believe that a different rate should be applicable, they shall so advise the Township and the parties shall confer to determine if a change in the rate is appropriate. Any off-duty work performed while the parties are conferring on the rate shall be paid at the rate posted by the Township.

All PBA Local 74 unit members that worked the Wawa detail shall be compensated at Eighty-Five (\$85.00) Dollars for all hours worked. Payment shall be made in the next pay period following the ratification of the applicable Settlement and Side Bar Agreement by all parties.

C. The party contracting for this service shall make a request through procedures established by the Chief of Police and the Township Committee and shall make payment to the Township of Neptune through a means established by the Township Committee (i.e. escrow or billing). Officers shall receive payment for work during the next payroll processing cycle after the assignment. The Township shall be entitled to set a reasonable fee for its administration of this program.

D. Off-duty assignments shall be offered to full-time sworn officers. If assignments are not filled during the timeframe that has been posted, Special Law Enforcement Officers may be assigned such duties.

E. A system to promote timely notification and broad distribution of Off-Duty assignments shall be maintained by the Chief of Police.

ARTICLE XXVIII: TERM AND RENEWAL

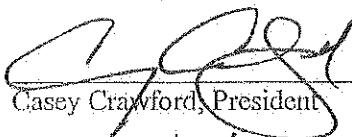
This Agreement shall have a term from January 1, 2021 through December 31, 2024. If the parties have not executed a successor agreement by December 31, 2024, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Employees will be limited to the advancement of one (1) step on the salary scale between the time that this Agreement expires and a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

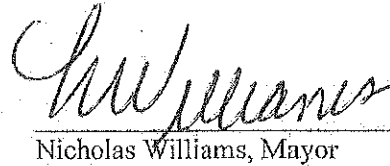
All terms are subject to final approval by the Township Committee.

LOCAL 74 P.B.A.


Casey Crawford, President

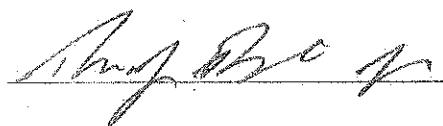
DATED: 1/24/2022

TOWNSHIP OF NEPTUNE

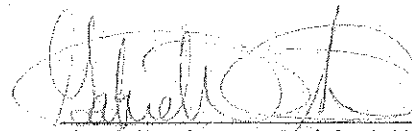

Nicholas Williams, Mayor

DATED: 1/24/2022

Attest:


Gabriella Siboni, Municipal Clerk

DATED: 1/24/2022


Gabriella Siboni, Municipal Clerk

DATED: 1/24/2022