

**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF UNION**

**AND**

**LOCAL NO. 69  
POLICEMEN'S BENEVOLENT ASSOCIATION  
OF THE TOWNSHIP OF UNION**

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**JANUARY 1, 2009 THROUGH DECEMBER 31, 2012**

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## PREAMBLE

THIS AGREEMENT, effective as of the 1<sup>st</sup> day of January, 2009 by and between the Township of Union in the County of Union, a municipal corporation of the State of New Jersey, hereafter referred to as the "Township" and Policemen's Benevolent Association, Local No. 69, hereafter referred to as the "PBA" is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are within the provisions of this Agreement, through collective negotiations in order that more efficient and progressive public service may be rendered.

## ARTICLE I

### RECOGNITION

A. The Township hereby recognizes the PBA as the exclusive and sole representative for the members of the Police Department holding the ranks of Police Officer and Detective. Excluded from the bargaining unit are the following:

1. Chief of Police
2. Deputy Chief of Police
3. All Police Officers above the rank of policeman and detective
4. Parking Violation Officers
5. School Crossing Guard
6. Police Matrons
7. Civilian Employees of the Police Department
8. Civilian Communications Officers

B. Unless otherwise indicated, the Terms "Police Officer," "Employee," "Employees," or "member" when used in this Agreement refer to all persons represented by the PBA in the above-defined unit.

## ARTICLE II

### UNIFORMS

A. Each Police Officer shall maintain his or her work uniform in a clean and presentable condition at all times. If any part of an officer's uniform is damaged or destroyed in the line of duty, the Township shall pay for the replacement or repair thereof upon voucher submitted therefor and approved by the Chief of Police. If an officer's personal property, other than his or her uniform, is damaged or destroyed in the line of duty, the Township, subject to the approval of the Chief of Police shall pay for the replacement or repair thereof upon voucher submitted therefore in an amount not to exceed \$200 per incident, provided that under extraordinary circumstances this amount may be exceeded upon recommendation of the Chief of Police and approval by the Township Committee.

B. In addition to the foregoing, hardware items such as service handguns, holsters and belts, handcuffs and cases, night sticks, individual safety helmets and face shield, badges and mace, flashlights, flashlight batteries, whistles and one ballpoint pen per month shall be supplied by the Township and replaced when necessary.

C. Police uniforms shall be worn only while commuting to work, during official duty tours, or while on official departmental business.

D. The Township agrees to replace bullet proof vests for up to 20% of the employees represented by the PBA per year on an as per request basis. Officers supplied with vests shall be required to wear same.

**ARTICLE III**

**LEGAL REPRESENTATION**

Whenever a member or officer of the Department is a defendant in any action or legal proceeding arising out of or incidental to the performance of his or her duties, the Township shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his or her defense in disciplinary proceeding instituted against him or her by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on behalf of the Township shall be dismissed or finally determined in favor of the member or officer, he or she shall be reimbursed for the expense of his or her defense.

**ARTICLE IV**

**INSURANCE**

A. Except as provided in Paragraphs B and H herein, the Township shall provide the following group Health Insurance coverage for all active and retired officers (after 25 years of service) and the eligible dependents as defined in the policies of insurance:

1. Basic medical with coverage at least equal to that which has heretofore been in effect.
2. Major medical with coverage at least equal to that which has heretofore been in effect.
3. Dental with coverage at least equal to that which has heretofore been in effect with the limit increased from \$1,000 to \$1,500.00.
4. Effective November 26, 2007, or as soon as is administratively feasible, prescription with coverage at least equal to that which has heretofore been in effect, subject to a

twenty (\$20.00) dollar co-pay for non-generic drugs; a five (\$5.00) dollar co-pay for generic drugs; mail order drugs (three month dosage) with a ten (\$10.00) dollar co-pay for generic drugs and a forty (\$40.00) dollar co-pay for non-generic drugs.

5. Effective as soon as possible after ratification of the 2009-2012 collective negotiations agreement, the health insurance plan provided by the Township, including the prescription plan will change to the New Jersey State Health Benefits Direct 10 Plan. A copy of the benefits provided by this Plan and co-pays is annexed hereto as Addendum A. The prescription plan shall be the Prescription Drug Plan for Local Government Employees which includes out-of-pocket prescription co-pays as follows:

<b>RETAIL PHARMACY PRESCRIPTIONS</b>		
Number of Days	Generic Co-Pays	Name Brand Co-Pays
1-30	\$3.00	\$10.00
31-60	\$6.00	\$20.00
61-90	\$9.00	\$30.00
<b>MAIL ORDER</b>		
1 - 90	\$5.00	\$15.00

If there are any future changes to health benefits, the standard shall be that the new plan must be equal to or better than the State Health Benefits Plan Direct 10 Plan for year 2010. Therefore, any change from the current benefits which are in effect when the Plan commences must be equal to or better than those previously provided by the State Health Benefits Plan Direct 10, as of 2010.

B. Except as provided in sub-paragraph 1, below, in the event an employee elects to take a deferred pension, early retirement or resigns or retires for disability occurring other than in the line of duty, the employee shall not be entitled to continuance of the aforesaid insurance at the expense of the Township. The Township agrees, however, that the employee may continue coverage under the Township Group at the employee's own cost and expense.

1. If a member retires because of a disability resulting from an injury incurred in the line of duty, whether traumatic or not, or in the event a member of the Department elects to take a deferred pension, early retirement, or resigns, or retires with a disability occurring other than in the line of duty, and at the time of said retirement or resignation has twenty (20) or more years of service, either with the Department or in the Police and Firemen's Retirement System, he or she shall be entitled to the continuance by the Township in his or her favor of the full insurance package provided for in this contract.

C. If an employee's retirement is occasioned by a disability occurring in the line of duty, traumatic or not, he or she shall be entitled to continuance of all insurance provided for in this contract.

D. The Township shall continue to pay the premium required to provide full benefits for the surviving spouse and dependents of any member who expires either before or after retiring after twenty (20) years of service. In addition, the Township shall continue to pay the premium required to provide full benefits for all dependents of members who retire because of injuries incurred in the line of duty, and who subsequently expires, until the surviving spouse or said member either dies or remarries.

E. The Township shall meet the requirements of the New Jersey Worker's Compensation Law for all members.



F. The Township shall provide automobile liability coverage for all vehicles used by the Department in an amount of at least \$500,000 for each person and each occurrence for bodily injury, and \$100,000 for each occurrence of property damage with a \$1,000,000 umbrella liability through an insurance company licensed in New Jersey or self-insurance.

G. The Township shall pay an additional \$10,000 death benefit to the named beneficiary of the deceased member of his or her estate for accidental death, which said benefit is exclusive of any Worker's Compensation award or judgments resulting from a civil action or pension benefits. Said payment shall be funded by a group insurance policy to be maintained by the Township and payment therefrom shall be made by said insurance carrier upon the proper application being made thereto. The aforesaid death benefits shall only be afforded to members of the Department while they continue to be members thereof. It shall not continue in force upon the resignation, dismissal or retirement of a member from the Department.

H. The PBA agrees to appoint one (1) member to a Group Health Insurance Review Committee comprised of one (1) representative of each of the Township's Collective Bargaining Units and the Township Administrator or his designee. The purpose of the Review Committee shall be to review and recommend to the Township Committee appropriate modifications to group health coverage to either enhance benefit levels, reduce costs or both. Voting members of the Review Committee shall be the representatives of the PBA, SOA, FMBA, FOA, Council #8, Supervisors Unit and the Township Administrator or his designee. Recommendations of the Group Health Insurance Committee shall be by majority vote of the voting members present at a properly constituted meeting, which shall then be binding on the PBA, upon acceptance by the Township.

The Township agrees that any modification to the group's dental, prescription plan coverage, deductibles or copayment levels shall be upon recommendation of the review committee and subject to the acceptance of the Township.

I. Each employee covered under this agreement shall enjoy the right to elect not to be covered under the medical insurance provided by the Township. If an employee elects not to be covered under the Township's medical plan, the employee shall be paid a stipend in the amount of \$3000 for each year they elect not to be covered. This stipend shall be made in one payment on December 1. Any employee who exercises this option, shall, without exception, unilaterally retain the right to be reinstated into the Township's medical plan. Any employee electing to be reinstated may do so on January 1 or July 1 of any year, with the aforementioned stipend to be prorated.

## ARTICLE V

### HOURS OF WORK AND OVERTIME

#### A. WORK DAY AND WORK WEEK

1. 5/2 Work Schedule. The work day for the 5/2 work schedule shall consist of eight (8) consecutive hours on duty. The work week shall consist of five (5) consecutive days on duty followed by two (2) consecutive days off.
2. 4/3 Work Schedule. The work day for the 4/3 work schedule shall consist of ten (10) consecutive hours on duty. The work week shall consist of a four (4) consecutive days on duty followed by three (3) consecutive days off.
3. 4/4-4/3 Work Schedule. The work day for the 4/4-4/3 work schedule shall consist of eleven consecutive hours on duty. The work week shall consist of four (4) consecutive

days on duty followed by four (4) consecutive days off, followed by four (4) consecutive days on duty followed by three (3) consecutive days off.

4. 4/4 Work Schedule. This is the work schedule for Basic Patrol. The work day for a 4/4 work schedule shall consist of eleven and one-half (11-1/2) hours on duty. The work week shall consist of four (4) consecutive days on duty followed by four (4) consecutive days off.

5. For administrative and procedural purposes, the official work week shall commence at 12:01 AM on Saturday of each week.

B. TOURS OF DUTY & SHIFT. There shall be three (3) official tours of duty which shall commence at 12:01 AM (Tour 1), 8:00 AM (Tour 2) and 4:00 PM (Tour 3). Each tour of duty shall consist of shifts as established herein, which may be varied one hour in either direction at the discretion of the Chief of Police or his/her designee.

1. 5/2 Work Schedule. Shifts for the 5/2 work schedule shall commence at 12:01 AM for Tour 1, 8:00 AM for Tour 2 and 4:00 PM for Tour 3.

2. 4/3 Work Schedule. Shifts for the 4/3 work schedule shall commence at 10:00 PM for Tour 1, 8:00 AM for Tour 2 and 3:00 PM for Tour 3.

3. 4/4-4/3 Work Schedule. Shifts for the 4/4-4/3 work schedule shall commence at 8:30 PM for Tour 1, 7:00 AM for Tour 2 and 4:00 PM for Tour 3. Tours of duty for the 4/4-4/3 work schedule shall consist of "fixed" or steady shifts, where an officer works one tour of duty on a continuous basis.

4. 4/4 Work Schedule. Shifts for the 4/4 work schedule shall commence at 7:00 PM and 6:00 PM respectively for Tour 1 and 6:30 AM and 7:30 AM respectively for Tour

2. Tours of duty for the 4/4 work schedule shall consist of "fixed" or steady shifts, where an officer works one tour of duty on a continuous basis.

5. Except in the event of an emergency, no shift shall begin between the hours of 2:00 AM and 6:00 AM.

6. Upon mutual agreement by the employee and the Department any individual officer may commence and end any shift between various hours that do not coincide with the shift times provided for herein. It is understood that this provision is not in any way intended to repeal or nullify the provisions of this Article, but is intended to be used only by the mutual agreement of the individual and the Department. This mutual agreement may be rescinded by the individual or the Department at any time by giving fourteen (14) days' notice to the other party.

An officer shall be considered to be working during Tour 1 if he/she is scheduled to remain on duty beyond 9:00 PM.

C. DETECTIVE BUREAU 4/3 WORK SCHEDULE-

Four (4) Detectives will have Saturday, Sunday and Monday off.

Five (5) Detectives will have Friday, Saturday and Sunday off.

Tours of duty:

Tours will rotate every two (2) weeks and be the following:

T2-	Normal Hours	0800-1800
	2 Detectives	Sat, Sun and Mon off.
	3 Detectives	Fri, Sat and Sun off.
T3-	Normal Hours	1400-2400
	2 Detectives	Sat, Sun and Mon off.

2 Detectives Fri, Sat and Sun off.

Identification: Rolling 4x3 schedule (see example below)

Week 1 T2 Work Monday through Thursday (off Fri, Sat and Sun).

Week 2 T2 Work Monday through Thursday (off Fri, Sat, Sun and Mon).

Week 1 T3 Work Tuesday through Friday (off Sat, Sun and Mon).

Week 2 T3 Work Tuesday through Friday (off Sat and Sun).

Week 1 T2 Work Monday through Thursday (off Fri, Sat and Sun).

Week 2 T2 Work Monday through Thursday (off Fri, Sat, Sun and Mon).

Week 1 T3 Work Tuesday through Friday (off Sat, Sun and Mon).

Family Relations/Juvenile-

Four (4) Detectives Rotating Tours (hours same as main DB).

2 Detectives Sat, Sun and Mon off.

2 Detectives Fri, Sat and Sun off.

Special Operations-

Four (4) Detectives Tour 3 steady (Sat, Sun and Mon off).

Vacation Coverage and Hours:

During the peak vacation periods (when all available slots are utilized), the following tours will take effect on Monday and Fridays only:

Tour 2	Monday and Friday	0900-1900
Tour 3	Monday and Friday	1200-2200

Vacation Selection (DB)-

Three (3) Detectives shall be permitted on vacation at one time per vacation period. No more than two (2) Detectives permitted on vacation per day off category. Schedules and hours may be adjusted to ensure coverage to the benefit of the Township.

Vacation Selection (ID)-

One (1) Detective permitted on vacation at a time. Scheduling and hours may be adjusted to ensure coverage to benefit the Township.

Vacation Selection (Family relations/juvenile)-

Two (2) Detectives permitted on vacation at a time. No more than one (1) Detective permitted on vacation per day off category.

Vacation Selection (Special Operations)-

No more than two (2) Detectives permitted on vacation per vacation week.

Training for Detectives – In order to ensure proper training in a cost effective manner, personnel on Tour 3 may be transferred to Tour 2.

D. WORK SCHEDULES.

1. POSTING. The work schedule shall be posted at least fourteen (14) days before the commencement thereof. No changes in the work schedule shall be made less than fourteen (14) days in advance unless the need for such change could not have been foreseen and/or is deemed necessary by the Chief of Police or his/her designee.

2. TRAINING. At the discretion of the Chief of Police or his/her designee, an officer working a schedule other than a 5/2 work schedule may be temporarily placed on a 5/2 schedule for training purposes when said training exceeds a four (4) day period.

3. SICK LEAVE. At the discretion of the Chief of Police or his/her designee, an officer may be placed on an administrative 5/2 work schedule for sick leave purposes when said sick leave exceeds a four (4) day period.

E. OVERTIME.

1. Overtime shall be defined as:

a. All work performed in excess of eight (8) hours per day or forty (40) hours per week for a 5/2 work schedule, or

b. All work performed in excess of ten (10) hours per day or forty (40) hours per week for a 4/3 work schedule, or

c. All work performed in excess of eleven (11) hours per day or eighty-eight (88) hours per fifteen (15) day work period for a 4/4-4/3 work schedule.

d. All work performed in excess of eleven and one-half (11-1/2) hours per day or forty-six (46) hours per eight (8) day work period for a 4/4 work schedule.

2. Overtime shall be payable as follows:

a. If an officer is required to remain on duty beyond his or her regular tour, he or she shall be compensated at the rate of time and one-half for two (2) hours or for all hours worked, whichever is greater.

b. If an officer is called back to duty after the conclusion of his or her regular tour, he or she shall be compensated at the rate of time and one-half for four (4) hours or for all hours worked, which ever is greater.

c. If an officer is called in to duty on his or her regularly scheduled day off, he or she shall be compensated at the rate of time and one-half for eight (8) hours or for all hours worked, whichever is greater.

d. Whenever an officer is required in connection with the performance of duty to appear in criminal matters or at administrative hearings, or in any other matter where his or her appearance is required by the Township, he or she shall be compensated at the rate of time and one-half for two (2) hours or for all hours worked, whichever is greater. All "ON CALL" time in connection with municipal court appearances shall be compensated in compensatory time at the rate of one hour for each two (2) hours of "ON CALL" time.

e. Whenever, in accordance with Sections a. through d. above, a minimum overtime payment is required, it is expressly understood that the officer may be required by the Department to remain on duty for the appropriate minimum number of hours.

f. If an officer is required to remain on duty for fifteen (15) minutes or less while awaiting a replacement, he or she shall be entitled to no overtime compensation. If he or she is required to remain on duty for more than fifteen (15) minutes while awaiting a replacement, he or she shall be paid overtime in accordance with this Article, and appropriate disciplinary action may be taken against the officer who failed to report on time.

g. ON CALL. Whenever an officer is placed on call during his or her off-duty time, he or she shall be compensated at the rate of one hour's pay for each two (2) hours of on call time. For purposes of this section, "on-call" shall be defined as that status of readiness for return to duty whereby the officer is prepared to respond within 30 minutes to an assigned duty location. In the event of a call out, if the overtime exceeds the on call overtime, then no on call overtime shall accrue.

Detective Bureau weekend on call- No compensation for being in the on call status unless the Detective is called in for duty. When the Detective is called he will be paid travel time. All



Detectives will be included in the on call scheduling except those assigned to the Identification Section.

No on call overtime shall be paid between the hours of 0100 and 0700 unless the officer is placed on call during these hours with specific authorization of the Chief of Police or his/her designee.

h. Necessary overtime shall be assigned and administered in accordance with existing practice. If an officer refuses an assignment to work overtime, he or she shall forfeit his or her place on the rotation schedule for two (2) cycles unless he or she submits an excuse, in writing, acceptable to the Chief of Police or his/her designee.

i. The Chief of Police or his/her designee, will attempt to minimize schedule inequities pertaining to time off between tours of duty and, if necessary and where practicable, overtime may be used to accomplish this end.

### 3. Training

a. Members of the Department called for training duty while in an off-duty status shall be compensated at the rate of time and one-half for four (4) hours of actual hours worked, whichever is greater. Officers assigned to any training/school on his or her regularly scheduled day off shall have the option to take a mutually agreed day off or to receive overtime pursuant to the terms and conditions of this Agreement.

b. 1. All mandatory training requiring a Police Officer to change his or her hours from night shift (Tour 1) to days (Tour 2) shall be scheduled on the first or last day of the Officer's tour, whenever possible. If such training is to be done on the second, third or fourth night of the tour, the Officer shall be permitted to leave work at 11:00 p.m. and not be required to report to work before 9:00 a.m. the next morning. Mandatory training refers to

training required by the Police Training Commission, the Attorney General or the Union County Prosecutor for each and every Police Officer in the Police Department as a condition of employment.

2. The Police Department shall adjust the Police Officer's starting time to take into account actual travel time from Police Headquarters to the destination for all Police Officers required to participate in out of town training.

F. SHIFT SELECTIONS – All Police Officers assigned to basic patrol shall be permitted to pick their start times and tours of duty based upon seniority.

## ARTICLE VI

### SENIORITY

A. Seniority shall be defined as an employee's accumulated length of continuous service with this Department computed from the last date of hire. An employee's length of service shall not be reduced by:

1. Time lost due to absence for active military service.
2. Absence due to a bona fide illness or injury certified by the Township Physician and arising in line of duty and extending for not more than one (1) year.

B. Seniority shall be lost, however, for any of the following reasons:

1. Voluntary continuing in the active military service beyond the time schedule for release therefrom.
2. Voluntarily re-enlisting in the active military service.
3. Discharge from employment as a member of the Department.
4. Resignation as a member of the Department.

5. Failure to return to duty when scheduled upon expiration of an authorized leave of absence.
6. Continued absence from duty for five (5) consecutive working days without leave or notice.

C. Prior service as a full time, sworn, paid Police Officer, with a municipal, county or state police agency, which requires successful completion of an accredited police academy shall not be considered in calculating seniority for the purposes of layoffs, promotions and vacation selections and vacation accrual; however, such prior service shall be considered for the purposes of determining placement on the salary guide, longevity schedule as listed in Article XII and pensions benefits. Newly hired Police Officers, with prior experience as a full-time employee with the Township, shall receive credit for that prior experience for the purposes of vacation accrual.

D. Senior Officers Status –

Any officer currently receiving senior officer pay, shall continue to receive senior officer pay in the amount of thirty nine hundred and twenty-four (\$3,924.00) dollars added to their salary. However, said thirty nine hundred and twenty-four (\$3,924.00) dollars, senior officer pay, shall not be included in base pay for the purpose of determining any negotiated across-the-board increases nor shall it be included for calculating any differential or longevity benefits.

Any officer not receiving senior officer status pay as of November 26, 2007, but hired before June 1, 2000, shall upon completion of fifteen (15) years of service, have nine hundred and eighty-one (\$981.00) dollars senior officer pay added to their salary. After completion of seventeen (17) years of service, an officer shall have an additional nine hundred and eighty-one (\$981.00) dollars added to their salary. After completion of nineteen (19) years of service, an

officer shall have an additional nine hundred and eighty-one (\$981.00) dollars added to their salary. After completion of twenty-one (21) years of service, an officer shall have an additional nine hundred and eighty-one (\$981.00) dollars added to their salary. However, said senior officer pay shall not be included in base pay for the purpose of determining any negotiated across the board increases nor shall it be included for calculating any differential or longevity benefits.

Any officer hired after June 1, 2000 shall not be eligible for any senior officer pay.

## ARTICLE VII

### VACATIONS

A. Vacation Accrual - All employees shall accrue vacation based upon a 5/2 eight (8) hour day work schedule in accordance with the following vacation accrual schedules:

1. New employees appointed before July 1 of the calendar year shall be entitled to fifteen (15) accrued vacation days in the following calendar year.
2. New employees appointed on or after July 1 of the calendar year shall accrue one (1) day of vacation for each month of service in the calendar year of appointment, to be taken during the following calendar year.
3. All other employees shall accrue vacation in accordance with the following schedule:

1 year – 4 years of service	15 working days
beginning of 5 <sup>th</sup> year – 9 years	20 working days
beginning of 10 <sup>th</sup> year – 14 years	25 working days
beginning of 15 <sup>th</sup> year – 19 years	30 working days
beginning of 20 <sup>th</sup> year – 24 years	35 working days
beginning of 25 <sup>th</sup> year and thereafter	40 working days

4. Vacations for employees newly appointed after July 1, 1996 shall be capped at 30 days after 15 years of service.

B. Vacation Utilization

1. Employees, who utilize vacation leave when working a 5/2 eight (8) hour day work schedule, shall be granted vacation leave in accordance with the vacation accrual schedule contained herein.

2. Employees, who utilize vacation leave when working a work schedule other than a 5/2 eight (8) hour day work schedule, shall have their accrued vacation days converted to units whereupon each five (5) 8-hour days of accrued vacation shall be converted to four (4) unit working days of vacation leave, to be granted in accordance with the following conversion schedule:

<u>Accrued Vacation Days</u>	<u>Unit Vacation Days</u>
15 working days	12 unit days
20 working days	16 unit days
25 working days	20 unit days
30 working days	24 unit days
35 working days	28 unit days
40 working days	32 unit days

3. The utilization of vacation days by an employee for any purpose or in any form other than actual vacation leave shall be reconverted and based upon a 5/2 eight (8) hour work day work schedule formula.

C. Scheduling Vacations - The Chief of Police, shall allot vacation periods in order to assure orderly operation and adequate continuous service but will grant vacations so far as possible in accordance with the desires of the officers in order of their seniority and rank.

1. During such period of that time that the Basic Patrol Force operates under a 4/4-4/3 work schedule, the number of vacation picks for officers attached to the Basic Patrol Force shall be limited to two (2) officers per 4/4-4/3 work week per tour of duty.

2. Should the Basic Patrol Force work schedule be reverted back to a 5/2 eight (8) hour work day work schedule, the number of vacation picks for officers attached to the Basic Patrol Force shall be increased to three (3) officers per 5/2 work week per tour of duty.

3. During such period of that time that the Basic Patrol Force operates under a 4/4 work schedule, the number of vacation picks for officers attached to the Basic Patrol Force shall be limited to four (4) officers per 4/4 work week per tour of duty.

D. Rescheduling Vacations - In the event that the selected period of time is not available, then it is agreed that officers should take their vacations at different periods mutually acceptable to the Chief and the officer.

E. Each member of the Department will receive his or her vacation pay in full prior to the commencement of each vacation period. All vacation pay shall be based upon a 5/2 eight (8) hour work day work schedule formula.

F. In the event an employee is out of work on sick leave or injury leave at a time when said leave falls within his or her vacation period, said vacation, or that part of it which the employee has not yet taken, will be postponed until the employee returns from sick leave or injury leave.

G. Vacation, in the discretion of the Chief, may accumulate for a period not to exceed two (2) years.

H. All employees covered under this Agreement shall be permitted to change one (1) week of a scheduled vacation, by seniority, without having to provide a reason. This will exclude any exigent circumstances in which the Chief of Police will determine on a case by case basis.

I. In the event of an involuntary transfer, requests for vacation will be handled as follows:

1. The request will be granted if it is in accordance with the provisions of Article VII, Section C, of the current Agreement.
2. The request will be granted if the transferred officer is able to arrange for coverage by a qualified officer without overtime.
3. The Township will continue its current practice of granting the request where, because of the significant financial commitments or other compelling circumstances, denial of the request would be demonstrably unreasonable.
4. The Township will grant the requested vacation even when the allotted number of officers are on vacation as cited in Section C, as long as it does not incur overtime.

ARTICLE VIII

SICK LEAVE, LEAVE OF ABSENCE

A. Sick Leave Accrual. All permanent or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service. Sick leave days shall accrue and accumulate as follows:

1 <sup>st</sup> year of service	1 day per month
2 <sup>nd</sup> through 5 <sup>th</sup> year	15 days per year
6 <sup>th</sup> through 10 <sup>th</sup> year	16 days per year
11 <sup>th</sup> year through 15 <sup>th</sup> year	17 days per year
16 <sup>th</sup> through 20 <sup>th</sup> year	18 days per year
21 <sup>st</sup> through 25 <sup>th</sup> year	19 days per year
26 year plus	20 days per year

B. Sick Leave Utilization

1. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or illness, accident or exposure to contagious disease on the part of the employee's spouse, children, parents or any other family member of the employee actually residing in his/her home.

2. The utilization of sick leave days in any form or any purpose other than actual sick leave shall be based upon a 5/2 eight (8) hour day work schedule formula.

C. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitled him or her to sick leave, his or her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.



1. Failure to so notify his or her supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

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

D. Service Connected Sickness, Injury or Disability Leave

1. Pursuant to N.J.S.A. 40A:9-7, employees covered under this Agreement will be paid their regular straight time rate of pay for a period not in excess of fifty-two (52) weeks for each new and separate service connected sickness, injury or disability, commencing on the first day of any such service connected injury or disability. Temporary disability benefits paid by Workers' Compensation Insurance to the employee will be paid over to the Township.

2. Intentional self-inflicted injuries or those service connected injuries or disabilities resulting from gross negligence shall not be covered by the provisions of this Section.

3. Any employee who accepts outside employment whose physical demands are equal to or greater than his or her normal police activities during the periods of service connected sickness, injury or disability leave shall be deemed physically fit to return to duty and shall be subject to loss of service connected sickness, injury or disability pay.

4. When such sickness, injury or disability leave is granted, the employee shall not be charged with any sick leave time for such time lost due to such sickness, injury or disability.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave may be required to submit acceptable medical evidence substantiating the illness. Abuse of sick leave shall be cause for disciplinary action.

a. If the Township is not satisfied with the medical evidence supplied by the employee, the Township may require the employee to be examined by the Township physician at Township expense.

b. In the case of an employee utilizing sick leave to attend a sick or injured relative, the employee may be required to supply acceptable medical evidence that:

1. The relative was sick or injured; and
2. The employee's presence was required.
3. If the Township is not satisfied with the medical evidence

supplied by the employee, the Township may require the employee's relative to be examined by a Township physician at Township expense.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

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

F. Sick Leave Incentive

1. Any employee not using sick leave for a full calendar year may receive compensation in the first payroll of the next year in an amount equal to forty (40) hours pay, such employee shall have forty (40) hours deducted from his or her sick leave for that year and may have the balance of his or her sick leave for the year accumulate.

2. Any employee utilizing the equivalent in hours of one or less of his or her sick days for a full calendar year may receive compensation in the first payroll of the next year in an amount equal to forty (40) hours pay less the time used, such employee shall have the number of hours paid deducted from his or her sick leave for the year, and may have the balance of his or her sick leave for the year accumulate.

### ARTICLE IX

#### BEREAVEMENT LEAVE

A. In the event of a death in the immediate family of the officer or his or her spouse, the officer will be allowed necessary time off with pay to make funeral arrangements and attend funeral services for a period not to exceed four (4) working days.

B. For the purpose of Section A, immediate family means father, mother, spouse, child, step-child, sister, brother, father-in-law, mother-in-law, grandchild, grandparent or any other relative who is a member of the household actually residing with the officer.

C. Three (3) working days leave shall be granted for the employee's brother-in-law, sister-in-law, daughter-in-law and son-in-law.

D. One (1) working day leave shall be granted for other relatives.

### ARTICLE X

#### PERSONAL LEAVE

A. With the prior approval of the Chief of Police, each full time employee covered by this Agreement shall receive three (3) personal days during each year of this Agreement.

B. During the calendar year, each employee may elect:

1. To utilize all three (3) personal days; or

2. To be paid for any unused personal days at the employee's regular rate of pay. All personal days will be paid at eight (8) hours per day.

C. Administrative Days

Each full time employee covered by this Agreement shall receive three (3) administrative days during each year of this Agreement, to be used in the calendar year earned, or lost. The aforementioned days shall not be used unless previously approved by the Chief of Police or his designee or if the days will create scheduled overtime. Said days shall be in addition to the three (3) personal days that all employees currently receive.

ARTICLE XI

OTHER LEAVE

A. Special Leave

Any employee may be granted special leave with pay for any days on which he or she is able to secure another employee to work in his or her place provided:

1. Such substitution does not impose additional cost to the Township;
2. Such substitute shall be of equal rank, (or as otherwise authorized), and
3. the Officer-in-Charge of the tour on which the substitution is to take place

is notified as soon as practicable by the Officer-in-Charge of the Department on the same tour.

B. Military Leave

Employees shall be entitled to Military and National Guard Leave in accordance with existing New Jersey Law.

C. Marriage Leave

1. Any member of the Department on the payroll as of January 1, 1986, planning marriage will be entitled to a special leave of three (3) days off duty without being

charged to any account, provided notice of same is given to the Chief of the Department twenty-one (21) days in advance.

2. Marriage leave may not be utilized more than once in an officer's career with the Township.

**ARTICLE XII**

**LONGEVITY**

A. In addition to his or her annual salary, each employee hired by the Township as a Police Officer before June 1, 2000 shall receive longevity pay in equal bi-weekly installments according to the following schedule:

<u>Years Completed</u>	<u>Percent of Base Pay</u>
Upon completion of 5 years	2% of base salary
Upon completion of 10 years	4% of base salary
Upon completion of 15 years	6% of base salary
Upon completion of 20 years	10% of base salary
Upon completion of 24 years	12% of base salary

B. In addition to his or her annual salary, each employee hired by the Township as a Police Officer after June 1, 2000 shall receive longevity pay in equal bi-weekly installments according to the following schedule:

<u>Years Completed</u>	<u>Percent of Base Pay</u>
Upon completion of 10 years	2% of base salary
Upon completion of 15 years	4% of base salary
Upon completion of 20 years	6% of base salary

Effective June 1, 2006, Article XII, Section B, shall be replaced by the following:

<u>Years Completed</u>	<u>Percent of Base Pay</u>
5 years	2%
10 years	4%
15 years	6%
20 years	8%

C. Longevity payments shall commence with the first pay period immediately following the employee's anniversary date, as indicated above and shall be paid in equal installments thereafter.

### ARTICLE XIII

#### GRIEVANCE PROCEDURE

##### A. Grievance Committee

Five (5) members of the PBA selected by the PBA shall constitute its Grievance Committee. These employees shall be granted leave from duty with pay to attend grievance meetings between the Committee and the Police Chief (Step 1) and between the Committee and the Township Administrator or his designee (Step 2). The names of the members of the Grievance Committee shall be filed with the Chief of Police, within forty-eight (48) hours after their appointment.

##### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

C. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of any of the provisions of this Agreement, and may be raised by an individual or the PBA on behalf of and at the request of an individual or group of individuals.

D. Steps of the Grievance Procedure

The procedure hereby established, unless by mutual consent is changed or waived, in part or entirely, shall be as follows:

Step 1

The grievance shall be presented in writing to the Chief of Police or his designee within ten (10) working days from the time the grievance arose. The Chief of Police or his designee shall respond to the grievance within five (5) working days. Failure of the Chief of Police or his designee to respond within five (5) working days shall be deemed a denial of the grievance.

Step 2

If the grievance is denied at Step 1 or if the response of the Chief of Police or his designee is not satisfactory to the grievant or the PBA, the grievance may be presented to the Township Administrator or his designee within five (5) working days of the denial or other disposition of the grievance at Step 1. The Administrator or his designee shall respond to the grievance within five (5) working days. Failure of the Administrator or his designee to respond to the grievance within five (5) working days shall be deemed a denial of the grievance.

### Step 3

In the event the grievance is not satisfactorily resolved at Step 2, the PBA may present the grievance in writing within seven (7) days thereafter to the New Jersey Public Employment Relations Commission for the appointment of an arbitrator. The fees and costs of the arbitrator shall be shared equally by the PBA and the Township. The arbitrator shall have no authority to add to, subtract from or otherwise change or modify the Agreement between the parties. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding. The arbitrator shall be without power to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.

## ARTICLE XIV

### MEALS AND MILEAGE

A. Whenever an employee is out of town on official police business, whether for attendance at police schools, training sessions, court appearances, or other assignments, he or she shall receive a meal allowance where the time involved extends through a meal period. Employees shall be compensated for meals at the rate of \$9.00 per day during the life of this contract. In the event of a snow emergency or other natural disaster which precludes personnel from leaving headquarters for meals, the Township shall provide meals at its own cost and expense.

B. Employees shall be reimbursed for required or authorized use of personal vehicles at the rate of \$.35 per mile. Mileage shall be computed from police headquarters to the point of destination. Whenever possible, employees traveling to the same destination at the same time shall travel in one vehicle.



C. Toll – Parking Expense

All tolls and parking expenses incurred on official police business or in connection with authorized or required travel shall be reimbursed upon presentation of valid receipts therefor.

**ARTICLE XV**

**PERSONNEL FILES**

A. One master personnel file will be maintained on each member of the Department.

B. Each officer shall be evaluated by his or her immediate supervisor and/or supervisors at least once a year.

C. No document or report shall be placed in an officer's personnel file without a true copy being served upon the officer. In the case of derogatory material, the officer shall have the opportunity to affix his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

D. The contents of the personnel file shall be confidential. However, on the anniversary date of the appointment of each officer, each such officer shall be entitled to personally review the contents of his or her file upon reasonable notice to the Chief of Police.

E. In the event charges are preferred against an officer, such officer or his or her counsel, or, at the appointment of the officer, a representative of the PBA, may have access to the contents of the file of the officer against whom charges are pending so that said officer may properly prepare his or her defense to such charges.

**ARTICLE XVI**

**ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Township agrees to make available to the PBA at the expense of said PBA any and all public documents on the same basis that such public documents are available to the general public.
- B. The elected officers of the PBA, at the discretion of the Chief of Police, shall be permitted to attend PBA meetings.
- C. The Township agrees to provide the following room for use by the PBA: Room #L-26.
- D. Neither the Township nor the PBA shall discriminate against any officer because of PBA membership or non-membership, race, creed, color, age, sex or national origin.
- E. Nothing contained herein shall abridge the right of any duly authorized representative of the PBA to represent the views of the PBA to the citizens of the Township on issues which affect the welfare of its members. The PBA shall be allowed to continue the solicitation of contributions of the selling of dance tickets for the annual PBA Dance, in accordance with existing statutes and regulations.
- F. Such members of the Association who are selected to attend any State or National Convention of the New Jersey Policemen's Benevolent Association, not to exceed three (3) however, except in the instance of a retiring state delegate (one not re-elected), in which event the number shall not exceed four (4) shall be granted the necessary time off from duty with pay for the purpose of attending such conventions; provided that the Secretary of the Association having the convention or such other person in charge of the convention certifies to the attendance

of said member or members of said Local 69 at said convention. The number of such delegates shall not exceed four (4), but at the discretion of the Chief may be increased to six (6).

G. Subject to the approval of the Chief, the delegate to the New Jersey Policemen's Benevolent Association shall be authorized time off with pay to attend meetings of the State and County and Local Associations. The President of the PBA shall likewise, subject to the approval of the Chief, be granted time off without loss of pay to attend meetings of said Local Association and the State and County Association.

H. The President and State delegate of the PBA shall be granted time off without loss of pay to attend funerals of police officers killed in the line of duty, as representatives of Local 69.

I. There shall be not more than five (5) members of the PBA Negotiating Committee. These members shall be granted leave from duty with full pay for all meetings between the Township and the PBA for the purpose of negotiating an agreement when such meetings take place at a time during which such members are scheduled to be on duty. The names of the members of the Negotiating Committee shall be furnished to the Chief of the Department within forty-eight (48) hours after their appointment.

J. The Chairman and Co-Chairman of the Committee in charge of the Golf Outing, Picnic and Christmas Parties of the PBA shall be entitled to time off with pay for the purpose of attending each of said affairs.

K. Copies of all police department rules and regulations, police administrative policies and police general orders, and all revisions thereto, shall be given to the PBA President, or his designee, as soon as they are promulgated.

L. Up to three members of the PBA shall be allowed time off with pay to attend a convention or seminar pertaining to employer/employee relations or associated topics, or any meeting of a local or regional association of like purpose and scope, upon approval of the Chief of Police.

#### **ARTICLE XVII**

#### **MANAGEMENT RESPONSIBILITY**

It is recognized that the management of the Township Government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, select and direct the working forces, including the right to hire, suspend or discharge for just cause in accordance with law, to assign, promote or transfer, to determine the amount of overtime to be worked, schedules of work and to make reasonable and binding rules which shall not be inconsistent with this Agreement or with applicable State and Federal law.

#### **ARTICLE XVIII**

#### **RETENTION OF BENEFITS**

It is the intention of the parties hereto that all conditions of employment and other benefits which are presently in existence between the parties to this contract but which are not specifically mentioned in this contract shall be continued at the same level as presently in existence until the execution of a new contractual agreement between the parties.

#### **ARTICLE XIX**

#### **EMBODIMENT OF 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 the subject

of negotiations. During the terms 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.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

#### ARTICLE XX

#### PROMOTIONS AND ASSIGNMENTS

A. Whenever possible, the Township will endeavor to maintain a valid certified promotion list for all ranks at all times. Equal standards and qualifications shall apply to all candidates for promotion.

B. Insofar as is practicable and subject to equal qualifications and ability in making internal assignments not subject to Civil Service, the Township will use as one of the factors in making such an assignment the seniority of those eligible for such assignment.

#### ARTICLE XXI

#### EDUCATION

A. Any employee, with the approval of the Township, may be granted leave of absence with pay, to attend an accredited college or university in which he/she is taking courses relating to Criminal Justice.

B. Any employee attending any Criminal Justice related course or courses, whether on his own time or with a leave from duty, shall, if the course is approved by the Township Administrator, be reimbursed by the Township for tuition, books, travel expenses and other necessary expenses in connection with said course or courses. Any member requesting

reimbursement must satisfactorily complete said course or courses and provide to the Township Administrator evidence of said satisfactory completion.

C. Said reimbursement shall be for the actual value of receipts or other proof of expenses submitted as authorized by the Township Administrator at the time of his authorization in paragraph B above.

D. All employees covered under this Agreement shall receive annual compensation for attaining the following college degrees:

Associate's Degree	-	\$500.00
Bachelor's Degree	-	\$1,000.00

These payments shall be made to each qualified employee covered under this Agreement in a lump sum the first day of December.

## ARTICLE XXII

### MISCELLANEOUS

A. The Township agrees that the existing "Work in Blue" program, as authorized by ordinance, shall be continued during the term of this Agreement.

The Township retains the right to set the Jobs in Blue rates by ordinance. In addition, the Township retains the right to add an administrative fee to the Jobs in Blue rate. Notwithstanding the forgoing, the Township agrees to meet with the PBA within 30 days of February 25, 2010, to agree upon an increase in the "jobs-in-blue" rate.

B. The Township agrees to maintain, at a level subject to the Chief's discretion, a system which will guarantee the safety of all moving and other equipment maintained by the Department.

C. All reasonable efforts shall be made to conduct negotiations, grievance proceedings and related conferences involving members of the PBA and the Chief of Police during non-working hours. However, when urgency demands that such matters be conducted during working hours, leave shall be granted for such authorized PBA members to attend such meetings during working hours without any loss of pay.

D. Rights of Employees in Disciplinary or Other Investigations.

1. When an employee is being interrogated in connection with an investigation, the Township will endeavor to conduct same during on-duty hours.
2. The Township will endeavor to inform the employee of the nature of the investigation before the interrogation commences.
3. Consistent with U.S. Supreme Court and New Jersey Supreme Court decisions, the employee will be given his or her rights if he or she is placed under arrest or if he or she is a suspect or a target of a criminal investigation.
4. If disciplinary or criminal charges are formally instituted against any employee, he or she will be afforded an opportunity to consult with counsel or a PBA representative before further questioning.
5. An employee's home telephone number and address will not be disclosed to any person who is not a member of the Township Police Department.
6. All departmental investigations shall be conducted consistent with the Attorney General Guidelines on Internal Affairs.

E. The Township recognizes that Police Officers when not on an assigned tour of duty may be required to perform police functions pursuant to rules and regulations and/or general or special orders. Whenever any such police function or functions are performed pursuant to and

within the scope of said rules and regulations and/or general or special orders, the Township hereby determines that such police officers so performing such functions are to be considered as performing police duty to the same extent and purpose as if he or she were on an assigned tour of duty.

### ARTICLE XXIII

#### AGENCY SHOP

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and the PBA and consistent with applicable law), the Township agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the PBA during the full term of this Agreement and any extension or renewal thereof. The Township shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the PBA.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the PBA shall furnish to the Township written notice thirty (30) days prior to the effective date of such change.

C. The PBA will provide the necessary "check-off authorization" form and the PBA will secure the signatures of its members on the forms and deliver the signed forms to the Employer. The PBA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization forms submitted by the PBA to the Township.



D. The Township will notify the Secretary-Treasurer of the PBA of the hiring of all employees, their addresses, birth date, classification, rate of pay and social security number; and of all removals of employees from the Township's payroll.

E. Any Employee in the bargaining unit on the effective date of this Agreement who does not join the PBA within ninety (90) days thereafter, any new employee who does not join within ninety (90) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall pay a representation fee to the PBA by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five (85%) percent of the regular PBA membership dues, fees and assessments as certified to the Township by the PBA. The PBA may revise its certification of the amount of the representation fee at any time to reflect changes in the PBA membership dues, fees and assessments. The PBA's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the PBA remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the PBA and the Township.

F. The PBA hereby certifies that it has established a demand and return system which provided pro rata returns and which otherwise meets the requirements of N.J.S.A. 34:13(A)-5.5 et. seq.

G. The PBA shall indemnify and hold the Township harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Township in conformance with this provision. The PBA shall intervene in, and defend, any administrative or court litigation concerning this provision. In any

such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the PBA in defending this provision.

#### ARTICLE XXIV

#### SEVERABILITY

If any of the provisions of this Agreement shall be held to be invalid or unenforceable by a Court or Administrative agency of competent and final jurisdiction, the remainder of the provisions of this Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable as above indicated, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

#### ARTICLE XXV

#### TERMINATION OF SERVICE

##### A. HONORABLE TERMINATION

1. Except as otherwise provided herein upon the retirement, death or other honorable termination of service of a member of the Department after twenty-five (25) years of service he or she shall be entitled to the following:

a. Money value of such vacation as may have been earned by his or her in the year prior to his or her retirement not taken by him or her, and the money value of the full term of vacation to which he or she would be entitled in the year of retirement, resignation or death based upon the formula heretofore established in this contract for vacation day utilization.

b. Upon retirement, each employee covered under this Agreement shall be paid severance pay in the amount equal to 78 hours pay, which shall be computed at the

hourly rate of pay that the employee is receiving the day immediately preceding his or her retirement.

c. The money value of the unused sick leave days based upon the formula heretofore established in this contract for sick leave day utilization and the salary in the year of the retirement in accordance with the following:

1. Employees shall be entitled to an honorable termination incentive bonus whereby any employee terminating his or her service with the Township after fifteen (15) years of honorable service, will be entitled to forty (40) percent of the monetary value at the time of termination of the accumulated unused sick days in the account of each of said employees. However, for employees hired after July 1, 1996, the compensation payment for unused sick time shall be capped at \$25,000.00.

2. Such payment shall be made at the time any such employee so terminating his or her service enters terminal leave.

3. In the instance of the death of any employee entitled to the payment herein authorized after the same has accrued, such payment shall be made to the estate of the decedent or to any person who may be designated by him or her, in writing, during his or her lifetime.

d. Salary to date of retirement.

e. Reimbursement for unused Compensatory Time.

B. Employees terminating their employment within the meaning of Section A(1) prior to July 1 shall receive the following: one-half (1/2) of the benefits listed in Section A(1)(a); the full benefits listed in Section A(1)(b), (d) and (e); and the full benefits listed in A(1)

(c) up to year of retirement, and 40% of ½ the number of sick days to which a member is entitled in the year of retirement.

C. Except as provided in paragraph D of this Article, any member of the Department retiring or dying or otherwise honorably terminating his or her service with the Department prior to twenty-five (25) years of service will be entitled to the following:

1. Money value of such vacation as may have been earned by him or her in the year prior to his or her retirement not taken by him or her and the money value of that part of the vacation earned by him or her in the year of his or her retirement.

2. The money value of the unused sick leave days based upon the salary in the year of the retirement in accordance with Section A(1) (c) above.

3. Salary to date of termination.

4. Reimbursement of unused compensatory time.

D. Any member of the Department resigning prior to fifteen (15) years of service will be entitled to the following:

1. Money value of such vacation as may have been earned by him or her in the year prior to his or her resignation and not taken by him or her and the money value of the full term of vacation to which he or she would be entitled in the year of his or her resignation based upon the formula established in this contract for vacation day utilization and in accordance with the past practice.

2. Reimbursement for unused Compensatory Time.

E. All monies due to the employee upon retirement of a member from active police service shall be payable as follows:

1. One-half (1/2) of the total amount due to the employee shall be paid upon the employee's date of retirement with the remainder to be paid during the first week of January in the year immediately following the employee's retirement.

2. An employee shall retain the option at the employee's discretion to extend the payout of monies upon retirement for a minimum of two (2) years beyond the year of the employee's retirement. If this option is exercised, all payments will be paid in equal installments no later than the first week of January of each subsequent year.

B. OTHER TERMINATION

1. Any member dismissed from the Department for any cause whatsoever shall forfeit any and all continuing medical benefits provided for in this contract.

2. An employee shall not be reimbursed for accrued sick leave at the time of termination of his or her employment for cause or resignation under less than honorable circumstances. Upon termination, the Township shall certify to the Department of Civil Service the employee's accumulated sick leave which shall be made part of the employee's permanent record.

**ARTICLE XXVI**

**NO-STRIKE PLEDGE**

The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike.

**ARTICLE XXVII**

**NON-DISCRIMINATION**

Neither the Township nor the PBA shall discriminate against any employee because of race, religion, sex, age, national origin, or PBA membership or non-membership, or PBA activity or non-activity.

**ARTICLE XXVIII**

**TERM AND RENEWAL**

A. This Agreement shall be effective as of January 1, 2009 and continue in effect until December 31, 2012, or until a new agreement is executed, whichever is later.

B. Negotiations for a successor agreement shall commence no later than September 1, 2012, and shall be governed by the rules and regulations of the New Jersey Public Employment Relations Commission.

C. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefits shall apply effective January 1, 2009, only for employees on the Township's payroll as of the date of the signing of this Agreement. This exclusion shall only apply to employees who are terminated for cause or who resign under less than honorable conditions.

**ARTICLE XXVIX**

**COMPENSATION**

A. The base salaries (excluding longevity and senior officers pay) for the years 2009, 2010, 2011, and 2012 or the following named officers shall be as hereinafter set forth.

Rank	2008	2009	2010	2011	2012
		2.50%	3.00%	2.75%	2.25%
Det 1 <sup>st</sup>	87,305	89,487.63	92,172.25	94,706.99	96,837.90
Det. 2 <sup>nd</sup>	87,736	89,929.40	92,627.28	95,174.53	97,315.96
Det. 3 <sup>rd</sup>	88,169	90,373.23	93,084.42	95,644.24	97,796.24
Ptl. 1 <sup>st</sup>	85,869	88,015.73	90,656.20	93,149.24	95,245.10

Ptl. 2 <sup>nd</sup>	79,825	81,820.63	84,275.24	86,592.81	88,541.15
Ptl. 3 <sup>rd</sup>	73,819	75,664.48	77,934.41	80,077.61	81,879.35
Ptl. 4 <sup>th</sup>	67,810	69,505.25	71,590.41	73,559.14	75,214.22
Ptl. 5 <sup>th</sup>	61,796	63,340.90	65,241.13	67,035.26	68,543.55
Pt. 6 <sup>th</sup>	55,787	57,181.68	58,897.13	60,516.80	61,878.42
Ptl. 7 <sup>th</sup>	47,735	48,928.38	50,396.23	51,782.12	52,947.22
Ptl. 8 <sup>th</sup>	40,689	41,706.23	42,957.41	44,138.74	45,131.86
Training	32,603	33,418.08	34,420.62	35,367.18	36,162.95

The salaries herein provided for shall take effect as of January 1, 2009, January 1, 2010, January 1, 2011, and January 1, 2012, respectively.

B. Any Police Officer assigned as a Detective shall begin receiving the above listed salary immediately upon assignment to the Investigation Division.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

\_\_\_\_\_ Day of \_\_\_\_\_, 2010.

FOR PBA LOCAL 69  
TOWNSHIP OF UNION

FOR TOWNSHIP OF UNION  
IN THE COUNTY OF UNION

BY: \_\_\_\_\_  
LEONARDO DIGENA,  
PRESIDENT

BY: \_\_\_\_\_  
ANTHONY TERREZZA,  
MAYOR

ATTEST:  
\_\_\_\_\_

ATTEST:  
\_\_\_\_\_