

AGREEMENT

BETWEEN

TOWNSHIP OF PEQUANNOCK.

AND

PEQUANNOCK PBA LOCAL NO. 172

SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 2019 THROUGH DECEMBER 31, 2023

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WHEREAS, the Township of Pequannock and the Pequannock Township PBA Local #172 has been negotiating certain bargaining issues including but not limited to salary and other benefits, and,

WHEREAS, said bargaining has resulted in agreement, and,

WHEREAS, said agreement has now been reduced to writing and said writing reflects the issues between the Township and the PBA local,

NOW, THEREFORE, the parties do hereby agree as follows:

ARTICLE I

SOA AND MANAGEMENT RIGHTS

SOA RIGHTS:

A. The Township agrees to grant time off, as provided by State Statute, to one officially designated member of the SOA to attend the official State Convention, provided that 30 days written notice is given to the Chief of Police by the SOA. In addition, the Township shall pay up to \$200.00 to each of 2 official representatives of Local # 172 for documented expenses associated with attendance at the New Jersey PBA Convention. It is understood that said payments are subject to all regulations applicable to other full time employees and that said payments shall be made only on the condition that the township manager, mayor or top management personnel are authorized equal or greater amounts for attending conventions in the same calendar year.

B. During negotiations between the Township and the PBA, the official committee of the SOA shall be excused from their work duties to participate in the negotiating sessions and shall suffer no loss of regular pay.

C. The Township agrees that the SOA shall have the right to make written recommendations and suggestions to the chief of police and the township manager in connection with the departmental rules and regulations.

D. The Township hereby recognizes the Pequannock Township SOA as the exclusive and sole representative for the collective bargaining negotiations concerning the terms and conditions of employment for the superior officers of the Pequannock Township Police Department.

E. The parties agree to enter into collective negotiations over a successor

agreement in accordance with Chapter 123, Public Laws of 1974, and its amendments and supplements in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment.

F. All provisions of this Agreement will continue in effect until a successor agreement is negotiated. All terms and conditions of employment, including any past or present benefits, practices or privileges which are enjoyed by the employees covered by this Agreement that have not been included in this Agreement shall not be reduced or eliminated and shall continue in full force and effect.

MANAGEMENT RIGHTS:

G. Except to the extent expressly modified by a specific provision of this agreement and as modified by the law, the township hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and constitution of the United States including but without limiting the generality of the foregoing rights:

1. To the executive management and administrative control of the township government and its properties and facilities and the activities of its employees, including those covered by this agreement.
2. To hire all employees subject to the provisions of law; to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees, pursuant to law.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

H. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the township, the adoption of policies, rules and practices which are not terms and conditions of employment and furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

I. Nothing contained herein shall be construed to deny or restrict the township of its rights, responsibilities and authority under any national, state, county or local law.

J. Nothing contained herein shall be construed to deny or restrict the township of its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity or injunction or damages, or both, in the event of breach of the SOA or its members. Nothing contained herein shall be construed as to deny or restrict the SOA members the right to the grievance procedures as outlined within this Agreement.

K. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representatives before they are established.

ARTICLE II

TOUR OF DUTY, OVERTIME, PAID TIME OFF

A. The regular tour of duty for the superior officers shall be eight (8) hours per day. All work assignments shall be established by the chief of police.

B. Superior officers shall be compensated at the current IRS standard mileage rate per mile for the use of his personal vehicle while conducting any official business outside of the Township, excluding court time.

C. All Benefit time including holidays, vacations, sick leave and personal days, will be converted annually to paid time off (referred to as "PTO" for the remainder of this contract), for the administration of accumulation and use of superior officers accrued time. Upon conversion to PTO, there will be no designation for the individual benefit time.

D. It is agreed upon that Superior Officers shall be compensated with 10 hours of PTO each year, in lieu of any buyback of accrued PTO at retirement.

E. Paid time off shall be only utilized at the discretion of the Chief of Police, based on Department Policy.

F. When a Superior Officer works in the capacity of a higher rank for a period of thirty days or more, said officer shall receive compensation equivalent to 70% of the difference between the two ranks, in addition to current compensation.

ARTICLE III

HOLIDAYS

A. The Township agrees to provide ten (10) eight hour holidays to each Superior Officer.

B. The designated holidays for Superior Officers are:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Washington's Birthday	Columbus Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

C. Additional holidays may be designated at the discretion of the Township council.

D. Date of holiday will be the day on which it is observed by the Township of Pequannock, not the traditional date.

ARTICLE IV

PTO

A. Full time police officers shall be entitled to PTO leave accumulated from date of hire and accrued on a monthly basis, according to the following schedule.

Months of Continuous Service	Days of PTO Earned
1 - 48 months	0.83 days/month
49 - 108 months	1.25 days/month
109 - 192 months	1.67 days/month
193 - 228 months	1.75 days/month
229 - 240 months	1.83 days/month
241 - 252 months	1.92 days/month
253 - 264 months	2.0 days/month
265 - 276 months	2.08 days/month
277 + months	2.16 days/month

B. Each Superior Officer shall be compensated with 10 hours of PTO, each year, in lieu of any annual vacation buyback.

ARTICLE V

PTO LEAVE AND WORKMEN'S COMPENSATION

A. All permanent officers shall be entitled to cumulative PTO leave with pay on the basis of 15 days (120 hours) per year.

B. All officers shall accumulate an unlimited number of hours of unused PTO leave to be used as PTO.

C. For officers injured in the line of duty, the township will supplement the amount of insurance coverage to provide that each officer shall receive full salary for the first six month period of injury. After the first six month period, the township will continue to provide full salary until the officer can resume full duty or a final judgment is made by the State Workmen's Compensation Board. During this period, the officer's accumulated PTO will be applied at the rate of one-third (1/3) per day. If accumulated PTO expires during this period, the Township will continue full salary coverage.

E. Each officer may be granted four (4) PTO days, regardless of work assignment each year with pay at the discretion of the chief of police. Personal days may be used for bereavement purposes. The definition of bereavement is any death in the immediate family and the immediate family shall include, but not be limited to, the employee's husband, wife, child, stepchild, mother, father, brother or sister, father in law, mother in law, brother in law, sister in law, maternal or paternal grandparents.

ARTICLE VI

SALARIES

Lieutenant Years Completed	2019	2020	2021	2022	2023
0-16	\$154,910	\$160,332	\$165,943	\$170,092	\$174,344
16-22	\$160,610	\$166,231	\$172,049	\$176,350	\$180,759
22 to ret.	\$162,846	\$168,545	\$174,444	\$178,805	\$183,275

**Captain
Years
Completed**

0-16	\$163,935	\$169,673	\$175,611	\$180,001	\$184,502
16-22	\$169,841	\$175,786	\$181,938	\$186,487	\$191,149
22 to ret.	\$171,997	\$178,017	\$184,248	\$188,854	\$193,575

Lieutenant hired after 1/2/1999

	\$156,258	\$161,727	\$167,387	\$171,571	\$175,860
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Captain hired after 1/2/1999

	\$165,284	\$171,068	\$177,055	\$181,481	\$186,018
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ARTICLE VII
PERSONNEL FILES

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 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 actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his 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.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE VIII

UNIFORMS

- A. The Township will supply uniforms to all members of the police department upon their hiring.
- B. The Township will supply body armor vests, based on a rotating schedule, to be determined by the chief of police or at the replacement recommendation by the manufacturer, through available local, state and federal funding.
- C. The Township will replace uniforms, personal clothing, equipment or eyeglasses that are damaged while the officer is acting in the line of duty.

ARTICLE IX

HEALTH BENEFITS

A. The Township will continue to provide the same quality of health care as provided in the preceding contract to all employees within the bargaining unit and their dependents under a plan designated the Pequannock Township Self Insurance Plan, or amended to its equivalent under the terms of this section.

B. The Township shall implement the provisions of P.L. 2011, Chapter 78, which requires employee contributions towards health benefit costs. The associated phase in of contributions and percentage of premiums are hereby established in accordance with state law and will be implemented upon the effective date of this agreement.

C. The Township will establish alternative health coverage options and will provide a minimum of 3 health plan options for the term of this agreement. Members will be permitted to annually select a plan of coverage during an enrollment period preceding the plan year. Coverage selections may also be changed at other times based on the qualifying events established under COBRA. The existing plan of benefits will remain one of the plan alternatives through this contract period.

D. Members shall be permitted to opt out of group health coverage during the enrollment period. Any member who opts out shall receive \$1,200 per year paid in bi-monthly installments of \$50 per pay. Members may opt back into coverage based on a qualifying event under COBRA at the rate established had they not opted out.

E. Members will be allowed to buy back into paid time off (PTO) at the individual's current rate to offset required health plan contributions under the following

conditions:

1) The Township will provide the cost for each employee after the close of the enrollment period.

2) Members may elect to use PTO as payment on an annual basis and PTO will be charged quarterly through the year.

3) Members may elect to use six (6) months of PTO as payment along with six (6) months of salary deductions as payment for health care coverage. The six (6) months of salary deductions will be deducted throughout a 12 month period.

4) Members must maintain a minimum of 45 days (360 hours) of PTO and if the amount of PTO credited to a member falls below 45 days (360 hours), regular payroll deductions will resume for the next quarter.

5) Members may elect to use PTO as payment for health coverage for the calendar year of their retirement.

F. The Township shall provide continued health coverage to members who retire with a minimum of 25 years of service to the township under the following provisions:

1) All other members shall pay a share of the premium in accordance with the requirements of P.L. 2011, Chapter 78.

2) Retired employees shall enroll in Medicare/Medicaid when they become eligible and shall maintain that enrollment, including enrollment in Part B and Part D. Medicare/Medicaid shall become the retiree's primary coverage.

G. Employees who qualify for retiree health benefits may elect to maintain health coverage for their spouse under the following provisions:

1) The same plan of coverage must be elected for the spouse as for the retiree.

2) Members shall pay \$350 per month towards the premium of the plan.

This monthly premium shall increase by \$10 per month each year thereafter.

3) The retired employee's spouse shall enroll in Medicare/Medicaid when he/she becomes eligible and shall maintain that enrollment, including enrollment in Part B and Part D. Medicare/Medicaid shall become the spouse's primary coverage.

4) Retired employees shall be eligible to re-enroll in the Pequannock Township health benefits plan during either an open enrollment period or a qualifying event set by COBRA.

H. Employees who qualify for retiree health benefits may elect to maintain health coverage for their dependents who would otherwise qualify for coverage if they had remained employed under the following provisions:

1) The same plan of coverage must be elected for the dependent as for the retiree.

2) The retiree shall pay the full added cost of dependent coverage so the Township incurs no cost.

I. Employees hired after the effective date of this contract (1/1/2019) must enroll in Medicare at the age when they become eligible. Medicare will become the primary coverage and the Township will no longer provide health coverage after the employee reaches Medicare eligibility.

ARTICLE X

TRAINING

A. Police officers may be required to attend police training schools and seminars at the discretion of the chief of police.

B. Voluntary or employee requested attendance at a training session shall substitute for an officer's assigned tour of duty. The township shall not incur additional compensation for the officer's attendance or travel.

ARTICLE XI

COLLEGE CREDITS

- A. Superior Officers shall receive payments amounting to \$750.00 upon completion and award of an Associate's Degree.
- B. Superior Officers shall receive payments for completion and award of a bachelor's degree amounting to \$3500 each year.
- C. Superior Officers shall receive payments for completion and award of a master's degree amounting to \$4000 each year.
- D. All college credit shall be authorized provided that the degree is awarded by accredited college and/or university. Said payments shall be added to the officer's annual salary, effective upon receipt of the degree and verification by the Chief of Police and is considered pensionable base salary.

ARTICLE XII

LEGAL DEFENSE

A. The Township shall provide officers of the Pequannock Township Police Department, police professional liability coverage.

B. Under this police professional policy, an attorney will be provided for defense of any officer charged by a third party arising from performance of his or her duties. The attorney shall be of the insurance company's choosing. Requests by officers for a specific attorney for his or her defense may be made to the township manager, who will forward that request to the insurance liability carrier.

C. These provisions will not apply to departmental hearings.

ARTICLE XIII

NO STRIKE

The SOA recognizes that the performance of police services is an essential function of the Township government. Accordingly, it recognizes and accepts its responsibility to provide uninterrupted, continuous police services. The SOA agrees that it will not participate in or condone a strike, work slow down, or engage in any extraordinary police activity, so as to be in accordance with state law. This is not to be construed in any way to limit or restrict the PBA from engaging in non-disruptive grievance procedures.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1. Any differences or disputes between the Township and the PBA relating to the terms and provisions of this Agreement or its interpretation or application or the enforcement thereof, shall be subject to the following procedure which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall hereafter be referred to as a "grievance".

STEP 1.

- a. The grievance shall be discussed orally between the employee and his immediate supervisor.
- b. If no satisfactory settlement is reached during the first conference, then such grievance shall be reduced to writing by the employee and the supervisor shall serve same upon the chief of police.

STEP 2.

Within three (3) working days thereafter, the grievance shall be discussed between the chief of police and the employee. In the event the grievance is not satisfactorily settled by the discussion, the moving party may appeal the grievance in writing to the Township Manager. Upon receipt of an appeal, a meeting shall be scheduled to discuss the grievance within ten (10) days of receipt of the appeal unless extended by mutual agreement. The decision of the township manager shall be made not later than five (5) working days after the meeting is held.

STEP 3.

In the event the grievance is not satisfactorily resolved in STEP 2, then both parties agree that within ten (10) calendar days either party may request the New Jersey State Public Employment Relations Commission to aid them in the selection of an Arbitrator, according to the rules and regulations of that commission, who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

Section 2. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this agreement. No dispute arising

out of any questions pertaining to the renewal of this agreement shall be subject to the arbitration provisions of this Agreement.

Section 3. The cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally between the association and the township.

Section 4. The employee shall be entitled to be represented at all stages of the grievance procedure after STEP 1, by the association's grievance committee and/or attorney at law.

ARTICLE XV

OTHER ISSUES

It is further agreed that any increased benefits relating to dental or prescription drug plans, holidays or vacations granted to all other full time township employee shall also automatically provided to the members of the SOA, effective upon the same date as provided to all other employees.

ARTICLE XVI

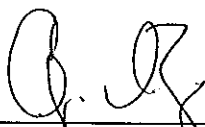
TERMS OF AGREEMENT

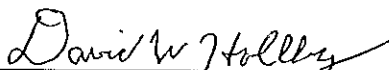
This contract shall take effect from January 1, 2019, and shall remain in full force and effect through December 31, 2023, subject to the PBA's right to negotiate over a successor agreement as provided herein. During the term of this contract, no item may be changed, altered or modified except with the mutual concurrence of both the township and the PBA.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Pequannock Township, County of Morris, State of New Jersey on the day of May 23rd, 2018.

PEQUANNOCK TOWNSHIP SOA

TOWNSHIP OF PEQUANNOCK
MORRIS COUNTY, NEW JERSEY

By: 
Captain Christopher DePuyt

By: 
David Hollberg
Township Manager

By: 
Lieutenant Michael Fairweather

By: 
Carol Marsh
Township Clerk

By: 
Lieutenant Daniel Comune