

A G R E E M E N T

BETWEEN

**TOWNSHIP OF ROBBINSVILLE
MERCER COUNTY**

AND

**SUPERIOR OFFICER'S ASSOCIATION
OF WASHINGTON TOWNSHIP
PBA LOCAL 344, INC.**

JANUARY 1, 2009 THROUGH DECEMBER 31, 2010

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AGREEMENT

AGREEMENT dated this _____day of _____, 20____ by and between **ROBBINSVILLE TOWNSHIP**, a municipal corporation of the State of New Jersey, hereinafter referred to as **“Employer”** and the **SUPERIOR OFFICER’S ASSOCIATION OF WASHINGTON TOWNSHIP PBA LOCAL 344, INC.**, herein referred to as the **“Local.”**

WHEREAS, the parties have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of uniformed superior officers, (hereinafter sometimes collectively referred to as **“Employee”** or **“Employees”**) of the Division of Police of Robbinsville Township;

NOW, THEREFORE, WITNESS:

In consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the Employees of the **“Township,”** as hereinafter defined, recognized as being represented by the Local, as follows:

ARTICLE I

INTERPRETATION AND RECOGNITION

A. RECOGNITION OF BARGAINING UNIT

1. The Employer hereby recognizes the Superior Officer's Association of Washington Township PBA Local 344, Inc. as the sole and exclusive negotiating agent and representative of all the Employees in the bargaining unit as defined immediately below, for the purposes of collective bargaining, settlement of grievances, rates of pay, hours of work, fringe benefits, working conditions, safety of equipment and all other related matters.

2. The bargaining unit shall consist of all sergeants and lieutenants in the Division of Police of the Township of Robbinsville.

ARTICLE II
SUCCESSOR AGREEMENT

A. MODIFICATION AND SUCCESSOR AGREEMENTS

The parties agree that negotiations for a successor agreement modifying, amending or altering the terms or provisions of this Agreement shall commence the first week of October, 2010. In the event no successor agreement is completed, ratified and executed before December 31, 2010, the present Agreement will continue in force until said successor agreement has been so ratified and executed.

ARTICLE III
RIGHTS OF THE PARTIES

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 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 their qualifications and conditions for continued employment or assignment and to promote and transfer employees within the Police Department;
3. To suspend, demote, discharge or take other disciplinary action for 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 provisions of this Agreement and only to the extent such provisions hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township its powers, rights, authority, duties and responsibilities under R.S. 40 and 40A or any other federal, state, county laws or local ordinances.

ARTICLE IV
COLLECTIVE BARGAINING PROCEDURE

A. SCHEDULING OF COLLECTIVE BARGAINING MEETINGS

Collective bargaining meetings shall be held at times and places mutually convenient, at the request of either party. Whenever members of the Local (whether agent or designee or designees) are mutually scheduled by the parties hereto to participate, during working hours, in conferences, meetings or in negotiations respecting the collective bargaining agreement, such member, agent or designee or designees will suffer no loss in pay.

ARTICLE V
NON-DISCRIMINATION

The Employer and the Local both recognize that there shall be no discrimination by reason of sex, creed, racial origin, sexual orientation or perceived sexual orientation or age as far as employment is concerned or as far as any opportunity for improvement of jobs or as a continuation of employment.

The Employer and the Local agree that they will not interfere with or discriminate against any Employee because of membership or non-membership or because of legitimate activity on behalf of the Local.

ARTICLE VI

SICK LEAVE AND WORKER'S COMPENSATION

Sick leave shall mean paid leave to Employees when they are unable to perform their work by reason of personal illness, accident, or to attend to a member of the immediate family who is seriously ill or requires their presence, or to keep doctor appointments which could not be scheduled after working hours.

Sick leave shall be available to full-time Employees and to part-time Employees on a pro-rated basis.

Paid sick leave shall accrue on the basis of eight (8) hours per full month worked during the remainder of the first calendar year of employment as a sergeant or lieutenant, as the case may be, after initial appointment, and one hundred twenty (120) hours earned at ten (10) hours per full month worked every calendar year thereafter. Any amount of paid sick leave not used in any calendar year shall accumulate to the Employee's credit from year to year, to be used if and when needed. Sick time will be credited to all Employees on January 1 of each calendar year. All used, but unearned, sick time must be repaid at time of termination.

All Employees having a balance of eighty (80) hours unused, earned sick hours of their allotted one hundred twenty (120) sick hours for that calendar year, will have the option during the middle of December to "buy back" forty (40) hours of those

hours for compensation from the Township. Those Employees not electing to buy back their days would then be permitted to accumulate sick days.

Upon retirement of an Employee in accordance with applicable State statutes and Township regulations, said Employee shall be entitled to a lump sum cash payment in an amount derived by multiplying his regular straight time per diem rate upon the effective retirement date by one hundred (100%) percent of his number of accumulated sick leave days which the Employee has at the time of retirement, provided however, that said payment shall in no event exceed the sum of twenty thousand (\$20,000.00) dollars (hereinafter "Accumulated Retirement Sick Leave Payment"), except however for any that Employee that is subject to the provisions of Public Law 2007, Chapter 92, C.40A:9-10.2, then the provisions of that law, if applicable, shall apply in regards to the amount of Accumulated Retirement Sick Leave that can be paid do said Employee.

The Employee, at the option of Employer, shall receive the Accumulated Retirement Sick Leave Payment in either one lump sum payment or deferring payment over a two (2) year period. Written notification to the Township Administrator, prior to budget submission, of intent to retire must be submitted one (1) year prior to retirement. No payment will be made to the retiree until the budget is adopted. If early resignation or retirement is required, sick time may not be paid until the budget permits.

An Employee is expected to notify his or her supervisor at the beginning of each workday of illness or injury. Exceptions to this include a serious accidental injury,

hospitalization, and when it is known in advance that the Employee will be absent for a certain period of time.

A Medical Release Statement is to be submitted to the Employee's supervisor for review before the Employee returns to work in the following situations:

1. Three or more consecutive workdays of absence due to illness or injury;
2. In all cases of work-related injury when the Employee has been unable to work after the time of the injury; or
3. When returning from medical or maternity leave of absence.

In the case of a work-related accident or injury, the Township will compensate an Employee for any lost work hours beginning on the date of the accident or injury. The Employee's sick leave is not to be used for this purpose.

Unused sick leave will be forfeited upon non-voluntary termination. No Employee will be allowed to overdraw sick leave. Employees on leave of absence are required to reimburse the municipality for any deductions for benefits.

Sick leave is not earned while an Employee is on a leave of absence.

A. QUARANTINE

1. If an Employee is exposed to a contagious or communicable disease or condition while on duty that can be transmitted to other Township Employees or to a citizen and results in his/her being quarantined for public health purposes the Employee is mandated to take sick leave which shall not be charged against the

individual Employee's sick time. The Employee shall return to duty only when certified upon medical examination and report. The Employee shall at the outset produce medical certification that he was exposed to such contagious or communicable disease or condition and such certification shall state that he/she should not appear at work and is quarantined.

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

B. INJURY OR ILLNESS IN THE LINE OF DUTY

1. Any Employee acquiring an injury or illness in the line of duty shall receive full pay, privileges and benefits to a maximum of three hundred sixty-five (365) days. Such sick leave shall not be chargeable against the Employee's sick time. At the expiration of ninety (90) days of continuous sick leave, from the date of initial injury, the Employee shall provide the Employer with certification from a licensed physician that the Employee still suffers a disability and cannot resume his/her full duty. The Employer reserves the option to have the Employee examined by a licensed physician of its choice in order to return to work. Such procedure shall or may be implemented at ninety (90) day intervals until the expiration of three hundred sixty-five (365) days.

2. With respect to injury or illness occurring in the line of duty after two (2) consecutive days of sick leave, the Employee shall be required to present a physician's certificate indicating the nature of the illness or injury and the extent of absence anticipated. The Director of Public Safety and/or Chief of Police may, at any time, require an independent medical, dental or psychiatric examination, as the case may be, in effort to verify the illness complained of.

3. In the event of a conflict between the Employee, his expert and the Employer and its expert, the Employee is entitled to a hearing in order to

determine his fitness to return to duty and his eligibility for retirement. The hearing shall be scheduled by the Director of Public Safety, or his designee, giving the parties a reasonable opportunity to prepare. The hearing shall be conducted fairly with a liberal interpretation of the Rules of Evidence. The Director of Public Safety, or his designee, shall render his decision within fifteen (15) days after the conclusion of the hearing. The decision of the of the Director of Public Safety, or his designee, shall be by memorialized in writing, and the Employee involved shall have the right to arbitrate a grievance pursuant to Article 21, Section D from any adverse decision of the Director of Public Safety, or his designee, within twenty (20) days of the date of delivery to the Employee as set forth below of the written decision.. A copy of the written decision shall be delivered to the individual Employee concerned, or his/her representative, by certified mail, return receipt requested, within ten (10) days of the date of aforesaid decision.

4. Any job related illness or injury which, in the opinion of medical experts, regardless of when determined, is improved to such an extent that the Employee may return to full duty, shall entitle the Employee to be reinstated to full duty with full pay, privileges, benefits and seniority, upon medical proof of fitness for duty being submitted.

5. When a full time Employee is injured in the line of duty, the governing body of the Township shall, pursuant to N.J.S.A. 40A:9-7, pass an ordinance giving the Employee up to one (1) year's leave of absence with pay. Such ordinance shall be consistent with the Agreement, in particular, Section B, 1, regarding medical certification every ninety (90) days.

6. Prior to the passage of an ordinance pursuant to N.J.S.A. 40A:9-7 and this Agreement, a written agreement shall be executed between the Employee and the Employer setting forth that the Employee shall reimburse the

Township for any moneys paid to him/her for temporary disability, pursuant to the Worker's Compensation Law, so long as the Employer continues to pay the Employee concerned his/her full regular pay as wages. In the event the Employee refuses to reimburse the Township for temporary disability benefits or enter into the agreement or endorse his/her compensation check for temporary disability benefits to the Township and the Township has been paying the Employee her/her full regular pay, then the Township may deduct such amount of compensation payment from the Employee's regular pay.

7. Any moneys received from Worker's Compensation by any Employee to compensate him/her for a permanent disability shall be the property of the Employee.

C. SERVICE OUTSIDE THE TOWNSHIP

1. Employees, while rendering aid to another community at the direction of their superiors, or while rendering aid in another community whether on or off duty, as long as such conduct was within the scope and duties of a law enforcement Employee, shall be fully covered by Worker's Compensation and Liability Insurance and Pension as provided by State Law.

2. The determination as to whether or not an injury or illness was sustained in the performance of duty shall be in accordance with the findings of the Division of Worker's Compensation or in the event that such finds are appealed to the Courts, upon the findings of the Courts of the State of New Jersey.

D. ILLNESS DURING VACATION

If an Employee becomes sufficiently ill so as to require in-patient hospital care while he/she is on vacation, he/she may charge such period of illness and post-hospital recuperation against sick leave, at his/her option. The Employee

must submit a doctor's certificate as to the need for in-hospital care and post-hospital recuperation.

E. NON-DUTY ACCIDENT OR ILLNESS

Any Employee who is sick or disabled as a result of a non-duty related accident and who, by virtue of such illness or disability, uses all of his sick days which had been accumulated at the onset of such illness or disability shall be eligible to file for State Disability Benefits after exhausting all sick, personal and vacation days. No sick days will accumulate during such time as the Employee is on disability or sick leave; sick leave will accumulate only during months actually worked or while any Employee is on disability due to injury received in the line of duty. The Township will supplement the Employee's salary while on disability by matching the amount paid as a State Disability Benefit. The makeup pay will be paid according to the following schedule:

0-1 year employment	-	0 weeks makeup
1-3 years employment	-	4 weeks makeup
3-5 years employment	-	8 weeks makeup
5-8 years employment	-	12 weeks makeup
8 years or over	-	26 weeks makeup

F. REQUIREMENT FOR DOCTOR'S NOTE

1. When an Employee has been absent for twenty-four (24) consecutive hours, said Employee shall be required to provide to Employer a doctor's note indicating the nature of illness and noting days that the Employee was not able to work. The Chief of Police will not authorize an Employee's return without the doctor's note. Failure to provide this documentation shall constitute grounds for disciplinary action.

2. After a total of forty-eight (48) hours sick time has been used, which have not been documented by a physician, the Employee shall be required to present a doctor's certification for illness or injury for each and every subsequent sick time taken before being allowed to return to work. Absent such doctor's certification, the Employee will not be paid for the sick time taken and shall constitute grounds for disciplinary action. The cost of obtaining the physician's certificate will be borne by the Employee.

ARTICLE VII

MISCELLANEOUS LEAVES

Employees shall be entitled to the following temporary non-accumulative leave of absence with full pay each year:

A. FUNERAL LEAVE

1. Up to thirty-six (36) working hours at any time in the event of death of an Employee's spouse, child, parent, grandparent, father-in-law, mother-in-law, brother, sister, domestic partner and any other member of the immediate household.

The aforementioned days must be used within seven calendar days of the day of death.

2. The day of funeral only in the event of death of an aunt, uncle, brother-in-law or sister-in-law.

B. LOCAL-RELATED ACTIVITY LEAVE

Leave from duty with full appropriate pay shall be granted the members of the Local Negotiations Committee who attend meetings between the Employer and the Local for the purpose of negotiating the terms of the contract, provided said Employee is scheduled to duty at the time set for any such meeting.

C. IN ADDITION TO SICK LEAVE

Leaves taken pursuant to Sections A and B above shall be in addition to any sick leave to which the Employee is entitled.

D. LEAVE OF ABSENCE

A leave of absence without pay may be granted for good cause to any Employee for a period of up to one (1) year. During any leave in excess of one

(1) month, no service time shall accrue. Such leave shall be granted at the discretion of the Employer after recommendation from the Chief of Police.

E. PERSONAL TIME

1. Each Employee shall receive 24 hours personal time each year.

2. No personal hours are permitted to be taken on Christmas Eve; Christmas Day; between 4:00 P.M. on December 31st and 8:00 A.M. on January 1st; Labor Day; July Fourth; or Thanksgiving Day.

3. Forty-eight (48) hours notice shall be required for personal day use.

4. Personal time shall be credited on the assumption that the Employee will be employed the full year. In the event the Employee resigns or is terminated, he/she shall be entitled to personal time based on eight (8) hours for each four (4) months worked during the calendar year. Any excessive use of personal days at time of termination will be deducted from the Employee's last pay check.

ARTICLE VIII

INSURANCE PROTECTION

A. FULL HEALTH CARE COVERAGE

Effective January 1, 2009, the Employer shall provide to all Employees, and in cases where it is appropriate, their families, the health care protection designated below.

1. **Provisions of Coverage** – Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Employer and the Local and shall include:

- a. Hospital room and board & miscellaneous costs
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses and treatments
- d. Maternity costs
- e. Surgical costs (including prevailing fee schedule basis)
- f. Major medical coverage
- g. Prescription Drugs

2. **Carriers** – The hospital carrier shall be such carrier under the existing plan which may be selected by the Employer.

Insurance Services shall be provided by carriers selected by the Township. Prior to changing carriers, the Township will discuss said change with the Local and agree to provide coverage that is equivalent or better than existing coverage.

3. **Premium Sharing** – (a) Effective January 1, 2009, all participating Employees shall pay at the rate of one percent (1%) of gross salary towards the

Employer's cost of health care coverage for such Employee. Deductions will be made from the Employee's paycheck on a biweekly basis. This provision is not intended to include those Employee's who waive their health care coverage by the Township.

(b) Effective January 1, 2009 and during the term of this Agreement, each Employee shall have increased co-payments for primary care doctor visits; specialist doctor visits; and emergency room visits at the rates negotiated and established by the Township's insurance carrier. At this time it is anticipated to be \$20/\$30/\$50. Additionally, if during the term of this Agreement the cost of the co-payments to the Employer are increased then each Employee shall be required to pay the increased co-payment amounts which shall not exceed \$25/\$35/\$55.

4. Health Care Coverage at the Time of Retirement. This section applies to all Employees retiring under the requirements of Chapter 88, or who have completed 25 years of service in the Township in the event the provisions of Chapter 88 are not applicable and who are covered by this contract during the contract period (hereinafter "Retired Employee").

(a) Until the Retired Employee becomes eligible for Medicare, the Employer shall provide paid health care coverage as outlined in sections A (1) – (3) above. Once a Retired Employee and his or her spouse becomes eligible for Medicare, the Employee and his or her spouse shall enroll in Medicare and in addition, as a means of supplemental health care coverage to Medicare, the Retired Employee and his or her spouse shall be covered under the Horizon Blue Cross Blue Shield of New Jersey 80% Indemnity Plan aka Network Comprehensive Plan, as identified in Exhibit A attached hereto and made a part hereof as though more fully set forth at length, that is being provided by the Township for Medicare eligible retirees or an equivalent plan, the cost of which shall be paid by the

Township. It shall be the Retired Employee's and his or her spouse responsibility to meet Medicare enrollment requirements and to enroll in Medicare, parts A and B that is being provided by the Township for Medicare eligible retirees or equivalent plan the cost of which shall be paid by the Township. The Township will not pay for the health care premium due to the Retired Employee's and his or her spouse failure to fulfill Medicare enrollment requirements, including Medicare Parts A and B. In the event that Medicare Parts A and B ceases to exist then the Township shall provide the Employee and his or her spouse with an equivalent plan, the cost of which shall be paid by the Township. In the event a Retired Employee gains employment with another employer who provides for the same or better health care coverage, the coverage provided for in this clause will be discontinued for so long as the Retired Employee is covered by his or her other employer. In the event said Retired Employee subsequently loses coverage, for any reason at any time, from his subsequent employer, said Employee shall be reinstated by the Township for coverage equal to or better than to which he or she was eligible for at the time of retirement, except that if the Retired Employee has reached the age of Medicare Eligibility, he or she shall only be eligible for the medical coverage outlined above.

(b) In addition to being provided the health insurance coverage outlined in subparagraph (a) above, the Retired Employee and his or her spouse shall also be provided prescription drug coverage, equal to or better than the prescription coverage that is currently being provided by the Township to Medicare eligible retirees as outlined in Exhibit A, the cost of which shall be paid by the Township. .

(c) Any employee who is not eligible for post-retirement health care coverage under another Township contract or another employer contract at the beginning of this contract term who then becomes covered by this contract

during the term of this contract period shall not gain the right to receive post-retirement health coverage outlined in section 4 (a) and (b) above.

B. DENTAL INSURANCE

Employees shall be included in the Township's Dental Care Program. The Employer shall pay the full premium for each Employee and, in cases where appropriate, for family plan insurance coverage. Dental coverage shall be 80% preventive and diagnostic, 50% remaining basic, 50% major work, 0 deductible, not to exceed \$1,000 maximum per year, no Orthodontics.

D. VISION CARE

Each Employee will be eligible for vision care reimbursement in an amount not to exceed \$200 every two years, commencing 90 days after full-time employment. Reimbursement will be for amounts not previously covered under the employee's Health Plan.

ARTICLE IX

This Section Intentionally Omitted.

ARTICLE X
VACATION AND VACATION PAY

A. QUALIFICATION FOR THE EXTENT OF VACATION

1. Employees employed by the Township for four (4) years or more but less than ten (10) years, shall be entitled to an additional forty (40) hours of paid vacation per year for a total of one hundred twenty-eight (128) hours of paid vacation per year for such Employees.

2. Employees employed by the Township for ten (10) years through fourteen (14) years shall be entitled to one hundred sixty-eight (168) hours of paid vacation per year for such Employees.

3. Employees employed by the Township for fifteen (15) years or more shall be entitled to two hundred eight (208) hours of paid vacation per year for such Employees.

4. Employees employed by the Township for twenty (20) years or more shall be entitled to two hundred forty eight (248) hours of paid vacation per year for such Employee.

5. If an Employee should complete the requisite years of service as set forth in subparagraphs (1), (2), (3) and (4) immediately above during the term of this Agreement and thus be eligible to receive the benefits in said subparagraphs, that Employee shall receive a proportional amount of additional vacation for that year or years.

6. Employees who terminate service voluntarily will be paid accumulated vacation benefits on the last day of employment, prorated to date of termination, except that any employee shall not be permitted to be paid accumulated vacation benefits in excess of two hundred eight (208) hours.

6. Each Employee without restriction shall be entitled to carry over up to forty (40) earned and accumulated vacation hours into the next calendar year. All carried-over vacation time shall be utilized by the Employee in the calendar year into which the vacation entitlement was carried. No carried-over vacation time may be further carried over or accumulated unless the Employee is unable or prevented from taking any vacation as a result of municipal business, working conditions or job related illness or injury; then his/her earned accumulated and unused vacation shall be carried over to the next calendar year no matter the number of unused vacation days lost for that year. All unused earned vacation time may be accumulated without limit to the next year so long as conditions of this paragraph are met.

7. The current year's earned vacation time and any accrued vacation time may be taken by an Employee as termination leave upon the Employee's retirement and shall be pro-rated if the circumstances require as a result of the Employee's actual retirement date. During such leave period the Employee shall not lose any benefits, rights or privileges her/she would otherwise be entitled to. The Employee, at his/her option, may elect not to take his/her current year's earned vacation time and any accrued vacation time carried over into that year and instead receive cash payment for all accumulated vacation time, which moneys shall be paid within two (2) weeks of the Employee's last working day.

8. In the event of an Employee's death, all accumulated or accrued sick time shall be paid in accordance with this Agreement and, in addition, vacation time, holiday pay, compensatory time and all other payments convertible to cash, less any amounts owing to the Township, shall be provided to Employee's beneficiary in accordance with the Employee's Last Will and Testament. In the

event that an Employee dies intestate, then all benefits payable shall be distributed to his survivors in accordance with the Laws of Intestacy in the State of New Jersey (Title 3A:2A-33) unless the Employee has designated the beneficiaries of the benefits hereunder by filing a certificate naming them on a form to be provided by the Employer and made part of the Employee's personnel file. Certificate changes re-designating the beneficiaries of the benefits hereunder may be made by the Employee at any time. All accumulated or accrued sick leave time, vacation time, holiday pay and compensatory time shall be calculated, determined and prorated to the time of death as if the deceased Employee had, on that date retired. All payments due under this paragraph shall be paid within thirty (30) days of the Township's receipt of a death certificate.

B. VACATION PERIOD

The parties recognize that the scheduling of vacation is a management prerogative. In accordance with such recognition, vacation period shall be taken in blocks of eight (8) or more hours at the Employee's sole option. All Employees shall have forty (40) hours which can be split as a matter of right. If an Employee has one hundred sixty (160) hours of vacation entitlement then eighty (80) hours can be split as a matter of right. Beyond these entitled forty (40) hours of eighty (80) hours amounts or vacation which can be split into blocks as a matter of right, the Chief of Police shall have the discretion to grant or deny additional split time.

If a conflict should arise with respect to the scheduling of vacation periods among the various Employees, such matters shall be resolved on the basis of seniority and with the consent of the Chief of Police.

C. PAYMENT OF VACATION PAY

1. The amount of vacation pay to be received by an Employee in accordance with the benefits noted herein shall be determined by the per diem salary of the Employee at the time the vacation benefits are utilized. (Such per diem salary shall not include any overtime pay or other monetary benefits but shall be calculated on the salary schedule of such Employee at the time.)

2. Vacation pay shall be paid to the Employee (in addition to his/her regular earnings) during the pay period prior to the beginning of his/her declared vacation period.

3. If an Employee should die without utilizing the vacation benefits to which he/she would have been fully entitled, his personal representative shall receive the vacation pay amount representing such unused benefits.

ARTICLE XI

SALARIES

Salaries for employees covered by this Contract shall be as set forth on **Appendix A, "Salary Schedule"** annexed hereto.

ARTICLE XII

OVERTIME

A, DEFINITION OF OVERTIME

Overtime is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after the regular daily work hours or any day other than provided for in the regular work year. Overtime compensation shall be paid for all work over eight (8) hours in a day, or (12) twelve hours during a regularly scheduled (12) twelve hour shift.

B. QUALIFICATION FOR OVERTIME AND RATE OF COMPENSATION

1. All Employees covered by this Agreement shall be paid one and one-half times their respective straight time hourly rate (at whatever said straight time hourly rate would be for the work week during which such overtime is worked) for any and all overtime work as defined immediately above in Section A.

2. Overtime shall be calculated as beginning after the completion of the normal working shift in the event that the Employee should be required to remain at his/her duties beyond the completion of said shift.

3. In the event that there is a call-back to duty during a period when the Employee is not scheduled to work, said Employee shall receive a 2 (two) hour minimum call back pay at an overtime rate for the period of said call-back. Employee may be required to remain at work for the said two hours and can be assigned to other duties.

4. In further accordance with Section A above, if an Employee should be required to appear before any Grand Jury, Municipal Court, County Court, State Superior Court, State Supreme Court or in any Civil Action, such time during which he/she is so engaged shall be considered a time of assignment to and performance of his/her regular duty and when such appearance occurs outside of

his/her normal working shift, said Employee shall receive overtime compensation at an overtime rate for the period of said court appearance.

5. Compensation for overtime worked shall be made as follows:

a. For Employees of rank lower than Lieutenant, overtime benefits under this article shall be paid at time and one half or by compensatory time, if Employee so elects.

b. For Employees of the rank of Lieutenant or above, overtime will be compensated for by the granting of compensatory time at the rate of one and one-half hours for each hour of overtime worked. Any Employee of the rank of Lieutenant or above who cannot complete compensatory time as a result of scheduling difficulties as determined by the Chief of Police shall be paid for said unused compensatory time at a straight time rate.

6. Distribution of overtime will be done on a rotating basis in order of seniority to the extent practicable.

7. A twenty-eight (28) day work schedule consisting of one hundred sixty (160) hours shall be established. Any hours in excess of one hundred sixty (160) shall be considered overtime.

ARTICLE XIII

This Section Intentionally Omitted

ARTICLE XIV
CLOTHING AND SHOE MAINTENANCE ALLOWANCE

The Employer will replace or repair up to the maximum of \$100 personal property of the Employee, commonly worn while working, which is damaged or lost while the Employee is on duty, unless such damage or loss is due to negligence of the employee, in which case the employee will bear the cost. The Chief of Police must certify the loss and absence of neglect.

ARTICLE XV
WORK PERIOD

The work period for all Employees covered by this Agreement shall consist of not more than one hundred sixty (160) hours in a twenty-eight (28) day work schedule. All other hours beyond one hundred sixty (160) shall be considered overtime and compensation shall be in accordance with the provisions of Article XII.

ARTICLE XVI
FALSE ARREST INSURANCE

The Employer shall purchase and maintain insurance coverage on behalf of each Employee against any expenses incurred in any proceeding and any liability asserted against any such Employee in his/her capacity as a member of the Division of Police for Robbinsville Township. Such insurance coverage shall include protection and indemnification concerning claims or actions in the nature of “false arrest” or “malfeasance” against any such Employee.

ARTICLE XVII

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement as established by the Township's Charter, Ordinances and Rules and Regulations of the Division of Police the Township of Robbinsville in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any Employee's benefits existing prior to its effective date and accordingly, such Employee's benefits shall be continued.

ARTICLE XVIII

CHECK-OFF

The Employer shall deduct dues and initiation fees from the wages of all Employees covered by this Agreement who have filed with the Township a proper dues deduction authorization clause as required by the laws of the State of New Jersey. The Local shall advise the Employer of the fixed and standard dues and initiation fees of those members and payments will be made to the Local on or before the first pay date of each month.

In the event any dues or initiation fees are inadvertently paid in error by the Township, the Employee shall not hold the Township liable for same.

The Local shall defend and hold harmless the employer with respect to any litigation resulting from the reliance by the employer on dues deduction forms furnished to the employer on behalf of the employees covered under this Agreement.

ARTICLE XIX
BULLETIN BOARD

The Employer shall permit the Local to have its own bulletin board located in Police Headquarters for the posting of notices concerning Local business and activities. All such notices which shall be placed on said bulletin board shall be signed by the President or other authorized Employee of the Local.

ARTICLE XX
POLICEMAN'S BENEVOLENT ASSOCIATION STATE MEETINGS

The Executive Director or President of the SOA Officers or their designee, shall be granted leave from duty with full pay for all meetings of the PBA State Association when such meetings take place at a time when such Employees are scheduled to be on duty, provided the said Employee gives reasonable notice to his/her superior Employee to secure another Employee to work in his/her place.

ARTICLE XXI
GRIEVANCE PROCEDURE

The term grievance means a complaint regarding alleged misinterpretation, misapplication or violation of the terms and conditions of this Agreement.

Minor discipline matters (less than forty-eight (48) hours of fine or suspension or equivalent thereof) shall be included in this Grievance Procedure.

A grievant is defined as any individual or entity which has been, is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance. The Local may initiate or file a grievance on behalf of an injured or unavailable Employee. The Township may be a grievant.

Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this Agreement shall be available to the subject Employee during the pendency of any disciplinary proceeding.

Grievances, disputes or controversies which may arise shall be resolved in the following manner:

A. CONTENTS OF GRIEVANCE

A written grievance shall meet the following specifications:

1. It shall be specific.
2. It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.

3. It shall specify the section of the contract or rule or regulation or statute or ordinance which has been allegedly violated, misapplied or as to which the dispute arises.

4. It shall state the relief requested.

5. It shall contain the date of the alleged dispute, controversy or issue.

6. It shall be signed by the grievant.

B. COUNTING OF TIME

Time limits, as indicated, exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

C. STEP PROCEDURE

1. **Step One** – Within thirty (30) calendar days after its occurrence, the aggrieved employee shall discuss his complaint with his immediate supervisor. It shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis with three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the Lieutenant. The Lieutenant shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement, but not to exceed ten (10) calendar days.

2. **Step Two** – In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, then the grievance shall be submitted in writing within seven (7) calendar days by the grievant to the Chief of Police. The Chief of Police shall submit his written answer to the grievant

within seven (7) calendar days. This time limit may be waived by mutual consent but not to exceed fourteen (14) calendar days.

3. **Step Three** – In the event the grievance is not resolved at Step Two, then the grievance shall be submitted in writing within seven (7) calendar days by the grievant to the Township Administrator. The Township Administrator, or his designee shall submit his written answer to the grievant within seven (7) calendar days. This time limit may be waived by mutual consent but no to exceed seven (7) calendar days.

4. **Step Four** – In the event the grievance is not resolved at Step Three, then the grievance shall be submitted in writing within seven (7) calendar days by the grievant to the Director or Public Safety, or his designee. The Director of Public Safety, or his designee, shall schedule and hold a plenary hearing within fourteen (14) calendar days after the receipt of all documents relating to the grievance, from the grievant, Chief of Police and Township Administrator or his designee. The Director of Public Safety, or his designee, shall, in advance of the plenary hearing, notify all parties of the date, time and place of the hearing within ten (10) calendar days prior to the scheduled hearing date. All parties may be represented by an attorney during the plenary hearing. The times indicated may be waived or extended by mutual agreement. 5.

Step Five – In the event the grievance shall not have been resolved at Step Four, then the grievant may seek relief at arbitration as herein specified, except that in all matters involving Federal or State constitutional issues or Civil Rights questions, the grievant shall have the right to seek a resolution of his grievance either at binding arbitration or in the Courts. In all respects, the initiation of binding arbitration or Court process shall begin within forty-five (45) days after receipt of written decision from the Director of Public Safety, or his designee.

D. ARBITRATION

1. Arbitration requests shall be directed to the Public Employment Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party on his request. The request shall specify the particulars of the grievance and the contract provision(s) allegedly violated.

2. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.

3. An arbitrator shall not have the power or authority to add to, subtract from, or modify the provisions of this Agreement or the laws of the State of New Jersey and shall confine his decisions solely to the interpretation and application of this Agreement. He shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall not submit observations or declarations of his opinions which are not relevant in reaching the determination. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of the Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement except if otherwise provided within this Agreement.

4. Neither the Local nor the Township may withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration proceedings, except with prejudice, unless the other party shall consent that such withdrawal or discontinuance be without prejudice.

5. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved subject to either party's right to appeal provided by statute and/or enter a judgment on the award in the Superior Court.

6. The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.

7. If the Public Employment Relations Commission is abolished or its mission substantially changed to the extent of it handling arbitrable matters, the parties shall meet to agree upon another method for choosing an arbitrator.

E. GENERAL PROVISIONS AND EXCEPTIONS TO GRIEVANCE PROCEDURE

1. No grievance settlement reached under the terms of the Agreement shall add to, subtract from or modify the terms of the Agreement.

2. Grievance resolutions or decisions at Step One through Step Four shall not constitute a precedent in any arbitration or other proceeding unless a specific Agreement to that effect is made by the Township and the "Local".

3. Where a grievance involves, exclusively, an alleged error in calculation of salary payment, the grievance may be timely filed within thirty (30) days of the time the individual should reasonably have known of its occurrence.

4. Where a grievance has been previously submitted in writing and the grievant requires time to investigate such grievance to achieve an understanding of the specific work problem due to working hours, the grievant or a representative of the Local will be granted permission and reasonable time to a limit of four (4) hours to investigate, without loss of pay. It is understood that the supervising personnel in the Division of Police shall schedule such time release.

Such time release shall not be unreasonably withheld and upon request, could be extended beyond a four (4) hour limit but not exceed eight (8) hours for specified reasons, if, in the opinion of the supervisor, the circumstances warrant an exception to this limit. Where circumstances require, the supervisor shall authorize additional time required for travel, not to exceed two (2) hours.

5. The aggrieved Employee and his designated Employee representative shall be allowed time off without loss of pay as follows:

a. As may be required for appearance at a hearing of the Employee's grievance scheduled during working hours.

b. Where the Employee or the Local requests Employee witnesses, permission for a reasonable number of witnesses required during a grievance proceeding will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance as required if during his normal scheduled working hours. The witnesses to appear for the grievant shall, when called to testify, be excused from duty with no loss of pay.

ARTICLE XXII

SAVINGS CLAUSE

In the event that any provision of this Agreement is declared unlawful or unenforceable under state or federal rule or regulation or administrative rules, such provision shall be deleted from this Agreement and the other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE XXIII

QUASI-DUTY OR EXTRA DUTY

A. In all cases where an outside party seeks to have police work performed through the Police Department then such service shall be considered as covered by this Article. For all purposes a Police Officer so employed shall be considered as in the employ of the public employer during such service. Said officer shall be subject to all of the rights, duties and limitations of office and shall be considered to be on duty by the department. All aspects of the employer-employee relationship between the officer and the department are applicable to such duty. The officer on such duty shall receive compensation from the public employer subject to all appropriate deductions. It is the specific intent of the parties that said officer while so engaged shall be considered for all purposes to be on duty and under the control and employ of Robbinsville Township.

Duty covered by this Article shall be compensated at the following rates:

- 1.** Effective January 1, 2009 the rate shall be equivalent to the rates paid to the non-superior officers employed by the Township, including those amounts to be retained by the Township for administrative fees to defray such costs as workers' compensation, liability insurance, social security deductions, pension contributions, etc.
- B.** Employees shall receive a rate of pay equal to that established for the non-superior officers for any quasi-duty work performed at the request of the Robbinsville Township Board of Education. The Township will receive no administration fee for this work.

C. Each Employee shall receive compensation for each hour of quasi-duty performed with a minimum of two (2) hours compensation per assignment. All moneys due and owing to the individual Employee by reason of his/her performance of quasi-duty shall be paid on the payroll date next succeeding the completion of the date of such quasi-duty assignment. An additional one dollar (\$1.00) per hour shall be added for the use of an Employee's personal automobile when required. All work over eight (8) hours shall be paid at the time and one half (1-1/2) hourly wage.

ARTICLE XXIV

SENIORITY

A. PREFERENCE

A full-time Employee shall have seniority, for all purposes. Seniority shall be determined from the first date of employment with the Township, provided service is continuous.

B. LAYOFFS

In the event of layoffs, the Employee with the least seniority shall be laid off first. All Employees who are laid off shall have the first right to be reemployed and the Township shall not employ anyone as a member of the Division of Police until all laid-off members have been fully reinstated to duty with all then current pay and privileges or have refused reinstatement.

C. REHIRING

Seniority shall be applied in cases of layoffs and re-hires.

D. PROBATIONARY DISCHARGE

The right to rehiring or reinstatement shall not be applicable to employees who are dismissed or discharged during their probationary period.

ARTICLE XXV

PAYROLL SAVINGS PLAN

A. SAVINGS BOND PLAN

The Township shall implement a United States Savings Bond payroll savings plan for each Employee. Upon application by the Employee and delivery to the Township of the appropriate payroll deduction authorization, the Township shall make deductions from the Employee's salary in each payroll period in authorized amounts, to fund the bond purchase. All bonds are the property of and shall be delivered to the Employee. This plan shall be implemented and placed into effect without service or administrative cost to the Employee.

B. SALARY AND WAGE DEFERMENT PLAN

The Employer shall continue to provide a money market/payroll deferment plan to the Employees. Upon application by the Employee and delivery to the Township of the appropriate payroll deduction authorization, the Township shall make deductions from the Employee's salary in each payroll period in authorized amounts. The Employer shall bear all reasonable costs incurred in the establishment of the Plan implemented pursuant hereto.

ARTICLE XXVI

LEGAL REPRESENTATION AND LEGAL FEES

A. PROVISION OF DEFENSE

The Township agrees to provide for the defense of actions or proceedings in accordance with N.J.S.A. 40A:14-155. The Township further agrees that the Employee or Employees of the Robbinsville Township Division of Police who are the defendant or defendants in such action shall have the right to select the attorney of his/their choice, except that the Employee or Employees agree that the Township shall pay for such legal services at a reasonable rate.

The defense of actions pursuant to the statute may include the reasonable costs of services for expert and/or investigators.

B. LEGAL ADVICE AND COUNSEL

The Township shall supply to each Employee all necessary legal advice and counsel in the defense of or settlement of claims for personal injuries, death or property damages, arising out of or in the course of his employment and the Township shall pay and satisfy all judgments against the Employee arising out of such claims, except punitive damages.

Page intentionally left blank for possible future addendums.

ARTICLE XXVII

INSURANCE

The Employer will indemnify all Employees covered by this Agreement from civil suits arising out of the performance of their duties including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, privileged occupancy and the invasion of civil rights.

Employees covered by this Agreement shall be fully indemnified and defended by the Employer for all circumstances in which the Employee renders first aid, whether on duty or off duty.

ARTICLE XXVIII
PERSONNEL FILES

A. 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 by the Police Chief, Mayor and/or Governing Body.

B. Upon advance notice and at reasonable times, any member of the Division of Police 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.

C. Whenever a written complaint concerning an officer or 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 within 20 working days after receipt of the material. The rebuttal will be placed in the Officer's personnel 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.

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

E. Each Employee shall be supplied with a written certification from the Employer, during the month of November of each year, which shall state the

number of accumulated vacation time, holidays taken, sick time, personal time and any other time which is available to the Officer.

ARTICLE XXIX
NO STRIKE CLAUSE

It is agreed that during the term of the Agreement, neither the Local nor its Employees or members, shall sanction, condone, or participate in any strike, stoppage of work, boycott, illegal or unlawful picketing, against or within the Township of Robbinsville and that there shall be no lock out of Employees by the Employer.

In the event that any of the Employees violate the provisions of the above paragraph, the Local shall take the necessary steps to have the Employees who participated in such action return to their jobs and forward a copy of such order to the Employer. The Local shall use every means at its disposal to influence Employees to return to work.

ARTICLE XXX

FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall 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, executed and ratified this Agreement.

ARTICLE XXXI

TERM OF AGREEMENT

A. This agreement shall be effective January 1, 2009 and shall remain in full force and effect until December 31, 2010. If the parties have not executed a successor agreement by December 31, 2010, then this Agreement shall continue in full force and effect until a successor agreement is executed.

B. Both parties will advise in writing a desire to negotiate the terms of a new Agreement. Negotiations may begin no less than 90 days nor more than 120 days before the expiration of this Agreement.

In witness whereof, the parties have hereunto set their hands and seals this day of 2009.

ATTEST:

Township of Robbinsville

By: _____
Michele Seigfried, Municipal Clerk

By: _____
David Fried, Mayor

Attest:

**Superior Officer's Association
of Washington Township
PBA Local 344, Inc.**

By: _____
Sandra Bainbridge

By: _____
Vincent Estelle

APPENDIX A – SALARY SCHEDULE

Starting Salaries of Newly Hired Sergeants (< 1 year of service)*

2009	2010
\$102,263	\$102,263

* A first year Sergeant promoted after January 1 will receive 3.45% salary increase on January 1 on the succeeding year until his/her Anniversary date of promotion when he/she will be moved into the salary slots below upon exceeding one year of service. By way of example, an officer promoted for first time as Sergeant on April 1, 2009 will have a starting salary of \$102,263.00. On January 1, 2010, the Sergeant's salary will be \$102,263.00. On the one year anniversary date of the Sergeant's promotion, that being April 1, 2010, the Sergeant's salary will be increased to \$109,574.00 (see below) and the Sergeant will then continue on the salary schedule below for those Sergeant's having greater than 1 year of service.

Salary of Sergeants having at least 1 or more years of service) **

2009	2010
\$109,574	\$109,574

** All Sergeants currently employed by the Township will be paid at the scale listed above. Any Sergeant currently employed by the Township and having less than one year of service as of January 1, 2009 will his/her salary set at \$102,263.00 and then on his/her anniversary date of promotion, the salary will be increased to \$109,574.

Lieutenants Salary ***

2009	2010
\$117,244	\$117,244