

**AGREEMENT**

**Between**

**TOWN OF NEWTON  
SUSSEX COUNTY, NEW JERSEY**

**And**

**POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 138 -SUPERIOR OFFICERS ASSOCIATION**

---

**January 1, 2012 through December 31, 2014**

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39 Trinity Street  
Newton, NJ 07860-1823

**LOCCKE • CORREIA  
LIMSKY • BUKOSKY**  
24 Salem Street  
Hackensack, New Jersey 07601  
(201) 488-0880

Town: \_\_\_\_\_



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**PREAMBLE**

This Agreement is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the Town of Newton, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Town", and the Policemen's Benevolent Association, Local No. 138 - Superior Officers Association, hereinafter referred to as the "Association".

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**ARTICLE 1**

**PURPOSE**

This Agreement is entered into to promote and ensure harmonious relations, cooperation and understanding between the Town and those members of the Association employed thereby.

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**ARTICLE 2**

**INTENT**

It is the intention of the parties involved that this Agreement be constructed in harmony with the rules and regulations of the Civil Service Commission, Public Employment Relations Commission rules and regulations, statutes of the State of New Jersey, ordinances of the Town, and rules and regulations of the Police Department, as they exist at the time of execution.

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**ARTICLE 3**  
**RECOGNITION**

The Town recognizes the Association as the exclusive negotiating agent and representative for all sworn Superior Officers employed by the Town within the Newton Police Department.

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**ARTICLE 4**  
**MANAGEMENT RIGHTS**

A. The Town retains unto itself without limitation the powers, rights, authority and responsibilities conferred upon it and vested in it prior to the signing of this Agreement by the laws and Constitution of the United States and the State of New Jersey, and of its Revised General Ordinances, including but not limited to, the right to:

1. Executive management and administrative control of the Town government and the activities of its Employees.
2. Determine qualifications for employment, hire all Employees according to applicable law, transfer, suspend, demote, promote or discharge Employees for good and just cause.
3. The exercise of the powers, rights, authority, and responsibilities of the Town shall be limited only by the specific and express terms of this Agreement, and then only to the extent consistent with the Constitution and Laws of the United States, the State of New Jersey, and the Ordinances of the Town.

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**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

- A. Definition: A grievance is any dispute between the parties concerning the application or interpretation of this Agreement and may be raised by a member of the Association or an official of the Town.
- B. The purpose of the grievance procedure is to gain at the lowest possible level, an expeditious and mutually satisfactory, equitable solution to a question or problem affecting terms or conditions of this Agreement. Nothing herein implies that any individual or Town official cannot attempt to informally resolve a question or problem without going into this formal procedure.
- C. The procedure for settlement of grievances shall be as follows:
1. Step One: In the event that any Employee covered under this Agreement has a grievance within ten (10) working days of the occurrence of the event being grieved, the Employee shall present the grievance in writing to the Chief of Police, or the Officer in charge of the Department in the event of the Chief's absence, who shall respond within twenty (20) working days.
  2. Step Two: If the Association wishes to appeal the decision of the Chief of Police (or the Officer in charge if the Chief is absent), it shall be presented in writing to the Town Manager or their designated representative, within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Town Manager, or his designated representative, may give the Association the opportunity to be heard, and will give his or her decision in writing within twenty (20) working days of receipt of the written grievance.
  3. Step Three: If no satisfactory resolution of the grievance is reached at Step 2, then within five (5) working days, the grievance shall be referred to the Grievance Procedure under the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
    - a. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Town or its representative on the grievance.

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- b. Employees covered by this Agreement shall have the right to process their own grievance without representation.
- c. The cost of the arbitrator shall be borne equally by the parties, but each party shall be responsible for such other costs as may be incurred by each.

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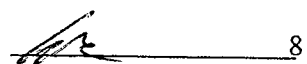
**ARTICLE 6**  
**DUTIES OF OFFICERS**

- A. Sergeants, and Senior Patrol Officers in the absence of Sergeants, will have patrol shift activities to include assignment of patrol responsibilities and areas of coverage, proper dress, roll call at the beginning of each shift, and proper relief of shift to the next shift supervisor.
  
- B. Officers are required to be in uniform and ready to assume patrol at the beginning of the duty shifts.
  
- C. Officers are required to remove the keys from the ignition of patrol vehicles when the vehicles are unattended, except in emergency situations.

Town: \_\_\_\_\_



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**ARTICLE 7**  
**EMPLOYEE RIGHTS**

- A. The Town will encourage the full security of all individual rights and privileges of its Employees as citizens in a democratic society consistent with their duties and responsibilities as Employees of the Town.
  
- B. When the Executive Delegate of the Association, if applicable, is a Town Employee, he shall be granted leave from duty with pay not to exceed one (1) day per month to attend to New Jersey State PBA business, provided he notifies the Scheduling Officer at least seven (7) days in advance of any said absence from duty; and further provided that he submits, in a timely manner, a written report each month to the Police Chief detailing activities of the Association which affect or might be of interest to the Police Chief, the Town Manager or the Town Council including, but not limited to, briefs of proposed legislation affecting Police and Police Departments.
  
- C. This Agreement shall not exclude any benefits to which Association members, by reason of their employment by the Town, are presently entitled.

Town: \_\_\_\_\_



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**ARTICLE 8**  
**WORK WEEK**

- A. The standard work week for all Employees covered by this Agreement shall be an average forty (40) hours per week in a fourteen (14) day work cycle, having tours of duty consisting of eight (8) ten (10) hour shifts, or as otherwise established by the Police Chief and approved by the Town Manager.

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**ARTICLE 9**  
**SCHEDULING**

The Town agrees to use its best efforts to ensure that two (2) regular Officers are on patrol at all times.

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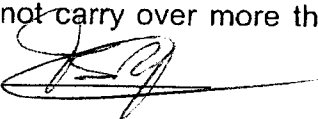


ARTICLE 10

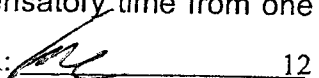
OVERTIME

- A. Overtime shall consist of all hours worked in excess of the regularly scheduled shift or work performed on a scheduled day off.
  
- B. For the purposes of this Agreement, a scheduled work day which is taken as a sick or vacation day shall be construed as a normal day worked, except that any Employee covered by this Agreement who takes a sick or vacation day and subsequently is called back to work as a shift replacement on the same calendar date shall be credited with a normal day worked and shall not receive overtime for such work.
  
- C. Employees, except those working in the capacity of Detective, shall receive time and one-half (1½) for all hours worked in excess of eighty (80) hours in a fourteen (14) day cycle, excepting those overtime hours worked in an administrative capacity such as, but not limited to, preparing special reports for the Chief, or attending special functions as a representative of the Department for which no extra payment will be made . Compensatory time at the rate of time and one-half (1½) will be earned for attendance at staff meetings. All hours worked fewer than eighty (80) hours in a fourteen (14) day cycle shall be paid on a straight time basis. The first fourteen (14) day cycle of the New Year shall begin with the first day of the first full pay period.
  
- D. All Employees will be fully compensated for valid overtime not later than the paycheck covering the final days of the fourteen (14) day work cycle. However, the Officer may opt to receive compensatory time, rather than overtime pay, but may not carry over more than forty-eight (48) hours of compensatory time from one

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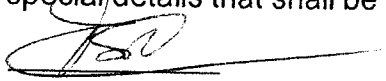
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calendar year to the next. The rate will be time and one-half (1½). Requests to use compensatory time must be approved by an Employee's supervisor. Any and all requests to use compensatory time will be denied if it would cause the Department to pay overtime.

- E. A Detective shall not receive overtime pay, but shall receive compensatory time off at the rate of one and one-half (1 ½) hours for all hours worked after the first thirty (30) hours of time worked in excess of the normal forty (40) hour work week. Additionally, a Detective shall receive proficiency pay in the amount of Thirty-Five Hundred Dollars (\$3,500.00) per year in the Employee's base pay.
- F. If more than fifty (50) hours of compensatory time are accrued by December 1st of each year, the Town shall have the option of buying back those compensatory hours up to a maximum of Five Thousand Dollars (\$5,000.00), if the Detective agrees to the buy back. The Town shall also have the option of buying back additional compensatory hours from the Administrative Detective if the Five Thousand Dollars (\$5,000.00) maximum to subordinate Detectives has not been fully expended.
- G. It is an acknowledged objective of the Newton Police Department to have a Sergeant on duty for each shift whenever feasible. Accordingly, Sergeants shall be given preference for overtime shift replacement in those instances when a Sergeant or higher level Police Officer is not on duty. In those instances where one or more Sergeants are on duty, it is understood that preference shall be given to Patrolmen for overtime shift replacement. Effective January 1, 2006 or upon execution of this Agreement, Lieutenants shall be eliminated from the overtime rotation list for Sergeants. Lieutenants shall earn overtime pay in cases of emergencies and/or special details that shall be determined at the discretion of the Chief of Police, and

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outside employment details.

- H. Officer shall not be eligible to earn overtime for a period of four (4) hours following the use of sick leave except in cases of emergency or required Court appearances.

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ARTICLE 11

CALL-BACK

In the event of a call-back to duty for emergency, school crossing, Breathalyzer operation, or any other similar duty, such Employee shall be credited with a minimum of two (2) hours overtime.

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ARTICLE 12

WAGES

- A. The Salary Guide in Schedule A shall reflect the wages for all Superior Officers.

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**ARTICLE 13**

**LONGEVITY**

- A. There shall be added to and made a part of the remuneration of each Employee covered by this Agreement, an amount equal to a certain percent of the salaries and wages fixed for each said person based on the completion of a certain number of years of cumulative service in and for the Town as follows:

<u>Amount Equal To</u>	<u>Years of Cumulative Service</u>
2%	5
4%	10
6%	15
8%	20
10%	24

- B. Such additional compensation shall be paid notwithstanding the maximum salaries or wages, and shall be paid at the same time and in the same manner as regular salaries and wages.
- C. Such longevity pay shall be based on the earnings of the normal work week and longevity shall not be added to overtime remuneration.
- D. For any Employee whose anniversary date of cumulative period of five (5) years service falls between July 1 and December 31, his longevity payment will take effect on the next January 1. For any Employee whose anniversary date of cumulative period of five (5) years service falls between January 1 and June 30, his longevity payment will take effect on the next July 1.

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E. Employees hired after January 1, 2012 shall receive the following longevity benefits:

<u>Amount Equal To</u>	<u>Years of Cumulative Service</u>
1%	7
2%	12
4%	15
6%	20
8%	27

This new guide is effective only for Employees hired after January 1, 2012.

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**ARTICLE 14**

**HOLIDAYS**

- A. The Employees covered by this Agreement shall receive credit for a day off for the following thirteen (13) holidays, although they may be required to actually work on the holiday itself because of shift duties:

New Year's Day	Martin L. King's Birthday
Washington's Birthday	Good Friday Afternoon (½)
Memorial Day	Independence Day
Labor Day	Columbus Day
Election Day	Veterans' Day
Thanksgiving Day	Day After Thanksgiving
December 24th pm (½) (provided such day does not fall on a Saturday or Sunday)	Christmas Day

- B. All tours of duty taken as a holiday shall be calculated day for day.
- C. Effective upon execution of the Agreement or as soon thereafter as possible, the Town shall offer Employees the opportunity to sell back no more than six (6) Holidays per contract calendar year at the rate of one (1) day's pay for every two (2) Holidays. One day is considered to be a ten (10) hour shift.

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**ARTICLE 15**

**VACATION**

A. Annual vacation leave with pay is earned as follows:

<b><u>Years of Service</u></b>	<b><u>Vacation Leave</u></b>
One month through Five Years	Twelve 10-hour days or 120 hours
Sixth Year through Ten Years	Fourteen 10-hour days or 140 hours
Eleventh Year through Fifteen Years	Sixteen 10-hour days or 160 hours
Sixteenth Year through Twentieth Year	Nineteen 10-hour days or 190 hours
Over Twentieth Year	Twenty-One 10-hour days or 210 hours

B. All vacations shall be taken during the current year, where possible, and vacation time shall not be accumulated beyond the current and the immediately preceding calendar years. Vacation days may be taken any time during the calendar year even if not yet earned for the calendar year, provided they are scheduled in advance.

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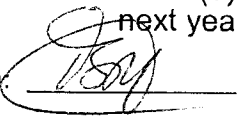
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**ARTICLE 16**

**SICK LEAVE, PERSONAL LEAVE AND DONATED LEAVE**

- A. Superior Officers shall earn sick leave at the rate of fifteen (15) days per year, on a day-for-day basis. Three (3) of those days may be utilized as personal days each year. Sick leave may be accumulated from year to year.
  
- B. The Employer may require proof of illness or injury when there is reason to believe that an Employee is abusing sick leave; or an Employee has been absent on sick leave for an aggregate of more than fifteen (15) days in a twelve (12) month period.
  
- C. For all illnesses which exceed three (3) consecutive work days, the deduction from sick leave shall be considered on a day for day basis, starting with day one. Illnesses of a lesser duration shall be calculated on the basis of day for day off for each tour of duty taken as sick leave.
  
- D. Upon presentation of a valid injury incident report within the Police Department and a physician's certificate, any absence resulting from an injury sustained in the line of duty shall not reduce the Employee's sick leave.
  
- E. With regard to the use of Personal Leave:
  - 1. Each Employee covered by this Agreement may utilize three (3) days *per annum* as personal days, which days shall be deductible from his sick leave on a day for day basis. These days are non-cumulative and, if unused at the end of the calendar year, the remaining days shall revert back to sick leave and be placed in the Employee's accumulated sick leave bank.
  - 2. In order to be eligible to receive said personal days, the Employee must give reasonable notice of his request to utilize the personal days.
  - 3. If at the end of the calendar year only three (3) personal days were charged against the Employee's sick time account and no sick days were taken, the three (3) days will automatically be credited to the sick time account for the next year.

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F. Upon eligibility for full retirement or disability retirement, based on years of service with the Town of Newton, individuals covered by this Agreement will be reimbursed as follows:

<u>Years of Service with the Town</u>	<u>Percentage of Sick Time</u>
10 Years	5% of Accrued Sick Time
15 Years	10% of Accrued Sick Time
20 Years	15% of Accrued Sick Time
25 Years	35% of Accrued Sick Time

G. DONATED LEAVE PROGRAM

Effective January 1, 2005, all eligible Employees shall be entitled to the benefits of a Donated Leave Program as set forth in N.J.A.C. 4A:6-1.22 and as set down below:

All Town of Newton Employees shall be eligible to receive donated sick or vacation leave if the Employee:

1. Has completed at least one (1) year of continuous service with the Town of Newton;
2. Has exhausted all accrued sick, vacation and administrative leave, all sick leave injury benefits, if any, and all compensatory time off;
3. Has not, in the two (2) year period immediately preceding the Employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
4. Either:
  - i. Suffers from a catastrophic health condition or injury;
  - ii. Is needed to provide care to a member of the Employee's immediate family who is suffering from a catastrophic health condition or injury; or

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- iii. Requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow).

For purposes of this section, a "catastrophic health condition or injury" shall be defined as follows:

1. With respect to an Employee, a "catastrophic health condition or injury" is either:
  - i. A life-threatening condition or combination of conditions; or
  - ii. A period of disability required by his or her mental or physical health or the health of the Employee's fetus which requires the care of a physician who provides a medical verification of the need for the Employee's absence from work for sixty (60) or more work days.
2. With respect to an Employee's immediate family member, a "catastrophic health condition or injury" is either:
  - i. A life-threatening condition or combination of conditions;
  - ii. A period of disability required by his or her mental or physical health which requires the care of a physician who provides a medical verification of the need for the family member's care by the Employee for sixty (60) or more work days.

An Employee may request that the appointing authority approve his or her participation in the program, as a leave recipient or leave donor. The Employee's supervisor may make such a request on behalf of the Employee for his or her participation in the program as a leave recipient.

1. The Employee or supervisor requesting the Employee's acceptance as a leave recipient shall submit to the appointing authority medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be.
2. When the appointing authority has approved an Employee as a leave recipient, the appointing authority shall, with the Employee's consent, post or circulate the Employee's name along with those of other eligible Employees in a conspicuous manner to encourage the donation of leave

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time, and shall provide notice to all negotiations representatives in that appointing authority.

- i. If the Employee is unable to consent to this posting or circulation, the Employee's family may consent on his or her behalf.

A leave recipient must receive at least five (5) sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program. A leave donor shall donate only whole sick days or whole vacation days and may not donate more than ten (10) such days to any one (1) recipient.

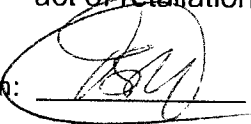
1. A leave recipient shall receive no more than one hundred eighty (180) sick days or vacation days, and shall not receive any such days on a retroactive basis.
2. A leave donor shall have remaining at least twenty (20) days of accrued sick leave if donating sick leave and at least twelve (12) days of accrued vacation leave if donating vacation leave.
3. A leave donor shall not revoke the leave donation.
4. If a leave donor is not in the same department or autonomous agency as the leave recipient, appropriate arrangements shall be made between the affected appointing authorities to verify donor eligibility and adjust leave records. However, the posting requirement set forth above is limited to the recipient's appointing authority.

While using donated leave time, the leave recipient shall accrue sick leave and vacation leave and be entitled to retain such leave upon his or her return to work.

1. Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one (1) day per donor to be returned, that leave time shall not be returned.
2. Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the leave donation program.

An Employee shall be prohibited from threatening or coercing or attempting to threaten or coerce another Employee for the purpose of interfering with rights involving donating, receiving or using donated leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an Employee.

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**ARTICLE 17**  
**TERMINAL LEAVE**

Immediately preceding retirement under the provisions of the Police and Firemen's Retirement System, Employees covered by this Agreement may use up to thirty-two (32) days of accumulated sick leave as "terminal leave" immediately prior to the Employee's actual retirement date.

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**ARTICLE 18**  
**CLOTHING ALLOWANCE**

- A. Employees will be reimbursed for uniforms and/or equipment, including eyeglasses that become damaged or unserviceable while in the line of duty. Requests for reimbursements must be submitted with adequate proof and approved by the Chief of Police.
  
- B. The Town agrees to supply all Employees with a second badge and identification card.

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ARTICLE 19

UNIFORM CLEANING

The Town feels that furnishing a uniform and maintenance expense allowance does not include responsibility for cleaning, as personal cleanliness is an individual responsibility. However, the Town does agree to use its best efforts to deduct an agreed upon amount from Employees' paychecks to enable the Association to contract with a cleaning establishment.

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ARTICLE 20

COLLEGE CREDITS, TEXTBOOK REIMBURSEMENT,  
TUITION REIMBURSEMENT AND IN-SERVICE TRAINING

- A. The Town agrees to recognize those Employees who can show to the satisfaction of the Town, satisfactory evidence of completion of Police-related credits toward a college degree by paying an annual sum of money according to the following scale:

<u>Credits Toward College Degree</u>	<u>Dollars</u>
15 credits	\$300.00
30 credits	\$500.00
60 credits	\$800.00
90 credits	\$1,000.00
120credits/Bachelor's Degree	\$1,500.00

- B. An Employee reaching a new position on the scale as certified by the Chief of Police to the Treasurer will be compensated proportionately effective on the next July 1 or January 1, whichever date most closely follows the date of certification.
- C. The Town agrees to reimburse any Officer for costs incurred to purchase accredited Police training course textbooks or required textbooks for college courses in the pursuit of an accredited degree in criminology, sociology, criminal psychology, or other program related specifically to Police work; provided that the following conditions are met:
1. The Chief is satisfied with the condition of the textbook;
  2. The course was satisfactorily completed with a "C" or better grade;
  3. The textbook becomes a permanent part of the Newton Police library;
  4. There are no other books of the same title or content in the library.

- D. The Town agrees to reimburse Employees covered by this Agreement one hundred

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percent (100%) of the tuition costs for two (2) college courses per man per year.

Such college courses must meet the following criteria:

1. Prior approval for the course must be granted by the Police Chief;
  2. The course must be satisfactorily completed with a "C" or better grade;
  3. The course must be related to a degree in a Police-related program.
- E. The Town may provide up to twenty-four (24) hours of Police training for all Officers. Such training is to be structured and conducted by the Chief in training sessions that are most conducive to continuing education for members of the Newton Police Department. Officers will be compensated at their overtime rate when they are required to attend training scheduled outside regular duty hours.

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**ARTICLE 21**

**GROUP INSURANCE AND DENTAL PLAN**

A. After two (2) months of full-time employment, a new Employee becomes eligible for the following coverage through the North Jersey Municipal Employee Benefits Fund (NJMEBF):

1. Hospitalization
2. Medical-Surgical
3. Major Medical

The Town shall continue to maintain and provide all insurance benefits, coverage and administration as provided in the North Jersey Municipal Employee Benefits Fund. Notwithstanding other provisions of this Article, the Town shall continue its health benefits program, including all benefit and coverage levels, usual and customary rates and deductible charges for its Employees, their spouses and dependents. However, should an Employee choose to enroll with another health benefits carrier, the Town will pay no more than the amount it currently pays with its own carrier. This coverage includes single, family, and family with maternity memberships.

B. The Town reserves the right to change insurance carriers, or to self insure any or all portions of the insurance benefits, as long as no less benefit, coverage and administrative level is provided and that the Town agrees to notify the Association of its intent to change carriers or self insure at least sixty (60) days prior to the anticipated date of implementation, along with the Master Plan documents for both the current and proposed plans, for the purpose of review and comparison of all benefits, coverage and administrative levels, usual and customary rates and deductible charges. The Town agrees to schedule a meeting with the Association to discuss the proposed change as soon as mutually possible.

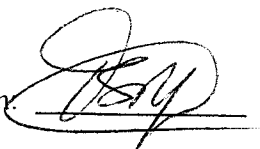
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- C. The full cost of the insurance provided by the Town's insurance carrier shall be covered by the Town for the Employee. However, should an Employee choose to enroll with another carrier, the Town will pay no more than the amount it currently pays with its own carrier.
- D. The parties agree to comply with statutory requirements for health care contributions.
1. No qualified retired Employees or their dependents shall be required to make any contributions towards health care, as noted in Article 23, Section 3.
  2. All Employees contributing to their health care may participate in the Town's Section 125 Plan.
- E. The Town and the Association recognize the need for dental health and the desirability of a dental plan for members of the bargaining unit. Accordingly, the Town agrees to pay the premium for each Employee with one (1) year of continuous sworn service with the Newton Police Department toward an acceptable dental plan with no co-payment by Employees. The Town further agrees to contract with an acceptable carrier to provide for the terms and conditions of the dental plan.
- F. The Town agrees to pay the premium for an acceptable Vision Plan for each Employee covered by this Agreement.

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**ARTICLE 22**


**HEALTH EXAMINATION AND FLU SHOT**

- A. Each Employee who is subject to this Agreement shall have a health check up conducted once every two (2) years at the Town's expense. Arrangements for this examination will be made through the Town Manager's office and Employees will be required to be examined by the doctor designated. The Town will assume the net costs remaining after Employees covered by this Agreement have submitted all invoices for physical examinations to their insurance carrier for payment.
  
- B. In the event the results of a physical examination indicate a health problem, the Employee will be required at his expense to be treated by a doctor of his choice to correct the health problem within ninety (90) days of notification.
  
- C. The Town will make arrangements for a flu shot to be administered to all Employees, provided that all Employees agree to receive the shot, unless advised by their personal physicians in writing not to receive the shot. The Town will assume the net costs remaining after Employees covered by this Agreement have submitted all invoices for flu shots to their insurance carrier for payment.
  
- D. The only intent of this Article is to ensure the good health and well being of the Employees.

Town:



SOA:



**ARTICLE 23**

**MEDICAL BENEFITS UPON RETIREMENT**

1. The Town, during 1980, did adopt by Resolution #111-80, the provisions of Chapter 88, Public Laws of 1974, which provides for medical benefits upon retirement for Employees with at least twenty-five (25) years of service in a State administered pension plan.
  
2. All Officers hired after January 1, 2006, in addition to the requirements stated in Paragraph 1 above, the Employee must:
  - a. Have twenty (20) years of service with the Town of Newton.
  
3. A retiring Employee with family coverage shall thereafter be limited to the least expensive coverage then in effect at the time of retirement for said family coverage plan or pay the difference. A retiree with spouse only coverage may choose any plan. Retirees shall be limited in coverage to those named dependents who are identified at the time of retirement.

Town: \_\_\_\_\_



SOA: \_\_\_\_\_



**ARTICLE 24**  
**WEAPONS QUALIFICATION**

- A. The Town agrees to supply a sufficient amount of ammunition per Employee per year. Additionally, the Town shall replace rounds of ammunition that have become unserviceable at least once a year, and rounds that have been expended in the line of Police duty.
  
- B. The Town further agrees to allow the Range Officer sufficient overtime to qualify the entire Department in excess of that overtime granted to said Range Officer to qualify himself.

Town: 

SOA:  34

**ARTICLE 25**

**POLICE VEHICLES AND EQUIPMENT**

- A. If an Employee of the Department alleges that a motor vehicle he is assigned to use is unsafe to operate, then the vehicle shall be inspected by a mechanic designated by the Town before such vehicle is used. If a mechanic is not available to inspect the vehicle, then another vehicle shall be assigned to the Employee.
  
- B. If no vehicle is available, then the Superior Officer shall call in a mechanic designated by the Town to inspect the vehicle and the decision of the mechanic designated by the Town shall be final.
  
- C. All regular marked Police vehicles purchased after the execution of this Agreement shall be a standard size vehicle with a standard Police package.
  
- D. The equipment in said vehicles shall include, but not be limited to, the following items: automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic trunk release, roof rack with electronic siren and lights, oxygen, first aid kit, and flares.
  
- E. At least two (2) marked vehicles shall be equipped with twelve (12) gauge shotguns and cages.

Town: \_\_\_\_\_



SOA: \_\_\_\_\_



**ARTICLE 26**

**MEAL AND MILEAGE ALLOWANCE**

- A. Reasonable meal expenses for other than duty-related requirements shall be reimbursed upon presentation of proper receipts. Reimbursement shall only be provided when an Employee is required by the Town to attend a law enforcement school and is required to leave the Town on official business.
  
- B. When an Employee is required to leave the Town on official business, the Town of Newton shall attempt to provide a Town vehicle. In the event the Town is unable to provide a vehicle and the Employee is required to use his/her personal vehicle in any job-related capacity, the Employee shall be entitled to an allowance to be paid at Internal Revenue Service business rate in effect at the time of travel.

Town:



SOA:



**ARTICLE 27**  
**CEREMONIAL ACTIVITIES**

- A. In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Town will permit at least one (1) uniformed Police Officer of the Town to participate in the funeral service for said deceased Officer.
  
- B. Subject to availability, the Town will permit a Town police vehicle to be utilized by the employee(s) participating in such funeral service.
  
- C. Employees participating in such funeral services shall not be entitled to any compensation during the time in which they are participating in said funeral services, unless otherwise agreed to by the Town Manager.

Town:



SOA:



**ARTICLE 28**

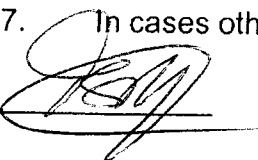
**INVESTIGATION OF POLICE OFFICERS**

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:


1. The interrogation of a member of the force shall be conducted at reasonable hours, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise;
2. The interrogation shall take place at a location designated by the Chief of Police. Usually, it will be at Police Headquarters or the location where the incident allegedly occurred;
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact;
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours;
5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer or other disciplinary action.
6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with his counsel, and/or his Association representative, before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his attorney. However, this paragraph shall not apply to routine day to day investigations.

7. In cases other than departmental investigations, if a member of the force is

Town:



SOA:






under arrest, or if he is a suspect or the target of a criminal investigation, he shall be given his rights, pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.

Town:

A handwritten signature in black ink, appearing to be 'J. S. J.', written over a horizontal line.

SOA:

A handwritten signature in black ink, appearing to be 'M.', written over a horizontal line.

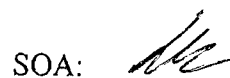
**ARTICLE 29**  
**AGENCY SHOP**

- A. Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall pay, as a condition of employment, a representation fee to the Association by automatic payroll deduction pursuant to N.J.S.A 34:13A-5.5. The representation fee shall be in an amount up to eighty-five percent (85%) of the regular Association membership dues, fees, and assessments as certified to the Town by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Association 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 Association and the Town.
- B. The Association agrees that it will indemnify and save harmless the Town against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Town at the request of the Association under this Article.

Town: \_\_\_\_\_




SOA: \_\_\_\_\_



**ARTICLE 30**  
**PRESERVATION OF RIGHTS**

- A. The Town agrees that all benefits, terms and conditions of employment related to the status of the Town of Newton Police Officers; which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.
  
- B. Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Employee pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

Town: 

SOA:  41

**ARTICLE 31**  
**SAVINGS CLAUSE**

In the event that any provisions of this Agreement shall be determined by a court of proper jurisdiction to be invalid, such determinations shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

Town: \_\_\_\_\_



SOA: \_\_\_\_\_



**ARTICLE 32**  
**TERM AND RENEWAL**

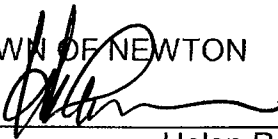
- A. This Agreement shall have a term from January 1, 2012 through December 31, 2014. If the parties have not executed a successor Agreement by December 31, 2014, then this Agreement shall continue in full force and effect until a successor Agreement is executed.
  
- B. Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

Town: 

SOA:  43

**ARTICLE 33**  
**FULLY BARGAINED PROVISION**

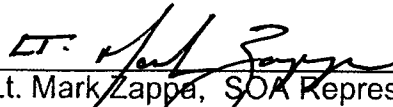
This Agreement represents and incorporates the complete and final understanding of the bargainable issues that were or could have been subject to negotiations. This Agreement can only be modified by a written agreement agreed to and executed by both parties, and remains in full force and effect from January 1, 2012 until midnight, December 31, 2014, or until such time as a new Agreement is executed, provided such extension does not exceed one hundred eighty (180) days.


TOWN OF NEWTON  
  
\_\_\_\_\_  
Helen R. Le Frois, Mayor


ATTEST:

  
\_\_\_\_\_  
Lorraine Read, Municipal Clerk

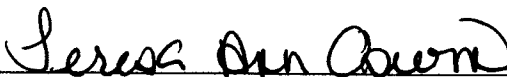
PBA LOCAL NO. 138  
Newton Superior Officers Association

  
\_\_\_\_\_  
Lt. Mark Zappa, SOA Representative

  
\_\_\_\_\_  
Sgt. Michael Monaco, SOA Representative

  
\_\_\_\_\_  
Sgt. Dean Coppola, SOA Representative

ATTEST:

  
\_\_\_\_\_  
Terese Ann Quinn

Town: 

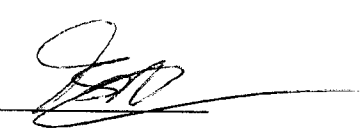
SOA:  44

**APPENDIX A**

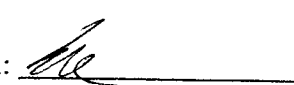
**WAGE GUIDE**

	Effective 01/01/2012	Effective 01/01/2013	Effective 01/01/2014
Sergeant	\$104,543	\$106,634	\$109,033
Lieutenant	\$111,235	\$113,460	\$116,013

Town: \_\_\_\_\_



SOA: \_\_\_\_\_





## TOWN OF NEWTON

### RESOLUTION #35-2012

February 27, 2012

**“Authorizing the Mayor and the Municipal Clerk to Execute Agreements with the Police Superior Officers’ Association and Policemen’s Benevolent Association – Local No. 138”**

**WHEREAS**, the Town Manager and representatives of the Police Superior Officers’ Association and the Policemen’s Benevolent Association - Local No. 138 of the Newton Police Department have negotiated three-year agreements covering calendar years 2012, 2013, and 2014 pursuant to mediation; and

**WHEREAS**, a copy of the Memorandum of Agreement, dated February 15, 2012, outlining the negotiated terms, is on file in the Municipal Clerk’s office of the Town of Newton, and attached to and made part of this resolution; and

**WHEREAS**, said agreements for calendar years 2012, 2013, and 2014 have been ratified by the Police Superior Officers’ Association and Policemen’s Benevolent Association - Local No. 138;

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Newton that it hereby approves the above agreements and authorizes the Mayor and the Municipal Clerk to execute said agreements, in duplicate, with the Police Superior Officers’ Association and Policemen’s Benevolent Association - Local No. 138, based on the terms outlined in the attached Memorandum of Agreement.

#### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a Resolution adopted by the Town Council of the Town of Newton at a regular meeting of said Governing Body conducted on Monday, February 27, 2012.

Lorraine A. Read, RMC  
Municipal Clerk



**MEMORANDUM OF AGREEMENT**

Town of Newton, PBA Local 138 and Newton SOA have agreed, subject to ratification, for successor contracts.

- 1) Accept as modified herein the prior agreements shall continue.
- 2) The term of the new contracts shall be January 1, 2012 through December 31, 2014.
- 3) The following across-the-board wage increases shall be applied on the dates indicated:

Effective 1/1/12	2%
Effective 1/1/13	2%
Effective 1/1/14	2.25%

- 4a) The longevity schedule for employees hired after January 1, 2012 shall be as follows:

7 years	- 1%
12 years	- 2%
15 years	- 4%
20 years	- 6%
27 years	- 8%

- b) Current employees shall be unaffected.

- 5) All items previously agreed upon between the parties shall be incorporated into the new contract (see attachment).

All negotiating committees agree to urge ratification of this agreement.

SOA Local 138 /S/ Mark Zappa

Town of Newton: /S/ Thomas Russo

PBA Local 138 /S/ Dan Finkle

February 15, 2012

Attachment to MOA of February 15, 2012

Article 26 - Meal and Mileage Allowance

- A. Reasonable meal expenses for other than duty-related requirements shall be reimbursed upon presentation of proper receipts. Reimbursement shall **only be provided** when an employee is required by the Town to attend a law enforcement school **and is required to leave the Town on official business.**
- B. **Allowance to be paid at IRS business rate in effect at the time of travel.**

Article 22(A) (PBA) and Article 21(A) (SOA):

Change name of carrier to No. Jersey Municipal Employees Benefit Fund (NJMEBF).

Delete Article 22(D) in PBA contract and Article 21(D) in SOA contract and replace with **"The parties agree to comply with statutory requirements for health care contributions."**

Article 22(D)(1) and (2) in PBA contract and 21D(1) and (2) in SOA contract shall remain.

Grievance Procedure - Equalize the number of days between SOA and PBA at the SOA terms. Remove Council steps from SOA grievance procedure.

Article X - Overtime. Change as follows:

"All employees will be fully compensated for valid overtime not later than the pay check covering the final days of the fourteen (14) day work cycle. However, the Officer may opt to receive compensatory time, rather than overtime pay, but may not carry over more than **forty-eight (48) hours** of compensatory time from one calendar year to the next. The rate will be time and one-half. **Requests to use compensatory time must be approved by an employee's supervisor. Any and all requests to use compensatory time will be denied if it would cause the department to pay overtime."**

Add new paragraph "H":

**"Officers shall not be eligible to earn overtime for a period of four (4) hours following the use of sick leave, except in cases of emergency or required court appearances."**

/S/ TR  
/S/ DF  
/S/ MZ

Attachment to MoA, page 2.

Article 10 - PBA Contract. Senior Officer Differential Compensation. Add:

**B: The Town agrees that the compensation earned in this Article will be paid in the employee's next regular pay.**

Article 14 - Holidays. Add new paragraph C:

"Effective upon execution of the agreement or as soon thereafter as possible, the Town shall offer employees the opportunity to sell back no more than six (6) Holidays per contract calendar year at the rate of one (1) day's pay for every two (2) Holidays. One (1) day is considered to be ten (10) hour shift."

/S/ TR  
/S/ DF  
/S/ MZ