

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2019 thru 12/31/2022.

Employer: Township of Galloway
County: Atlantic
Date: 10/15/2019
Name: Cheryl Prakash
Print Name
Title: Executive Secretary
Cheryl Prakash Digitally signed by Cheryl Prakash
DN: cn=Cheryl Prakash, o=TP, ou=Township of Galloway,
email=cheryl.prakash@twp.galloway.nj.us, c=US
Signature

A G R E E M E N T

between the

TOWNSHIP OF GALLOWAY

and

**NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION, INC.
MAINLAND LOCAL #77
(Superior Officers)**

January 1, 2019 through December 31, 2022

SCIARRA & CATRAMBONE, LLC

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE I:	PURPOSE.....	5
ARTICLE II:	EMPLOYEE REPRESENTATIVE.....	6
ARTICLE III:	GRIEVANCE PROCEDURE.....	7
ARTICLE IV:	NON DISCRIMINATION.....	10
ARTICLE V:	BULLETIN BOARD.....	11
ARTICLE VI:	MANAGEMENT RIGHTS.....	12
ARTICLE VII:	STRIKES.....	13
ARTICLE VIII:	POLICEMEN'S RIGHTS.....	14
ARTICLE IX:	VACATIONS.....	20
ARTICLE X:	PERSONAL DAYS.....	22
ARTICLE XI:	LEAVES.....	23
ARTICLE XII:	SALARY, OVERTIME, AND COMPENSATORY TIME.....	26
ARTICLE XIII:	ACTING OFFICER.....	31
ARTICLE XIV:	TWELVE (12) HOUR WORKS SHIFTS.....	32
ARTICLE XV	HOSPITALIZATION INSURANCE.....	35
ARTICLE XVI:	TERMINAL LEAVE PAY.....	37
ARTICLE XVII:	CLOTHING/REPLACEMENT ALLOWANCE.....	39
ARTICLE XVIII:	SENIORITY AND REDUCTION IN FORCE.....	40

TABLE OF CONTENTS (Con't.)

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE XIX:	CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT.....	43
ARTICLE XX:	SAVINGS CLAUSE.....	44
ARTICLE XXI:	FULLY BARGAINED PROVISION.....	45
ARTICLE XXII:	DURATION OF AGREEMENT.....	46

AGREEMENT

This Agreement, dated the 1st day of January, 2019, by and between the Township of Galloway, County of Atlantic and State of New Jersey, hereinafter referred to as "Township" and the Policemen's Benevolent Association, Mainland Local #77, (Galloway Superior Officers) hereinafter referred to as "the PBA."

ARTICLE I
PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Law of 1968 (N.J. Revised Statute 34:13A-5.1, et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation and understanding between the Township and its employees, to provide for the resolution of legitimate grievances and to prescribe the rights and duties of the Township and its employees, all in order that the public service shall be expedited and effectuated in the best interest of the citizens of the Township of Galloway.

ARTICLE II
EMPLOYEE REPRESENTATIVE

A. Majority Representative

The Township recognizes PBA #77 as the majority representative and exclusive bargaining agent for all regularly employed, full time police personnel including the rank of Sergeant and above employed by the Township, hereinafter referred to as "employees". Specifically excluded from this bargaining unit are all officers below the rank of Sergeant and the Chief of Police.

B. Steward

The PBA shall appoint a SOA Shop Steward of the Galloway Township Police Department as the PBA steward for the duration of this Agreement and, in his absence, another Superior Officer as the alternate steward and they shall be granted all of the rights and privileges of that position.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

A grievance is any dispute between the parties concerning the application of/or interpretation of the Agreement or any complaint by any employee as to any action or non-action that violates any right arising from his or their employment.

B. Grievance Steps

1. **Step One:** Any and all grievances by an employee and responses thereto by the Township shall be submitted to the steward of the PBA in writing within twenty (20) days of its occurrence. The steward shall screen and process all grievances with the Chief within fifteen (15) days of written receipt.
2. **Step Two:** If the grievance is not resolved within ten (10) days after presentation to the Chief, the grievance shall be submitted to the Township Manager within ten (10) days of the Chief's written decision or the tenth (10th) day following the Chief's receipt of the grievance, whichever is later.
3. **Step Three:** The Township Manager or his/her designee must render a written decision regarding the grievance within fifteen (15) days of receipt of the recommendation to the Chief of Police.
4. **Step Four:** In the event that a grievance is not resolved at Step Three, and the PBA finds the grievance to be meritorious, the PBA may refer the matter for impartial binding arbitration. The PBA shall notify the New Jersey Public Employee Relations Commission within fifteen (15) days of receipt of the decision in Step Three that they are moving a grievance to arbitration and shall request that a list of arbitrators be furnished to the Township and the PBA.

5. **Arbitration**

- a. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.
- b. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.
- c. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from or in any way modify any of the terms of this Agreement.
- d. The decision of the arbitrator shall be in writing with the reasons therefore and shall be binding upon the parties; subject, however, to any applicable law.

C. **Presence of Individuals**

The Steward or his alternate, whose presence is required in the grievance procedure, shall be released from work without loss of pay for such purpose. Any individuals employed by the Township reasonably required as a witness in arbitration proceedings under this Agreement shall be made available during working hours without loss of any pay. The President of PBA #77 or his designee, if employed by the Township, shall be released from work without loss of pay to attend arbitration hearings involving employees covered under this Agreement.

D. **Time Limits**

The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. A failure of management to respond to a grievance within the time limits (without extension) shall be deemed a denial on the date the response was due. If any grievance is not processed to the succeeding step in the grievance procedure within the time limits prescribed, then disposition of

the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure. All such extensions shall be in writing and signed by a representative of the Township and of the Steward.

ARTICLE IV
NON-DISCRIMINATION

The Township and employees both recognize that there shall be no discrimination by reason of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy and sexual harassment) , marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information liability for military service, or mental or physical disability (including AIDS and HIV related illnesses) with respect to employment, employment conditions and/or promotions. The Township and PBA #77 agree that they will not interfere with nor discriminate against an employee because of membership or non-membership or legitimate activity on behalf of the PBA.

ARTICLE V
BULLETIN BOARD

The Township shall permit the use of a bulletin board located in the police department in an area accessible by all employees therein, to PBA #77 for the purpose of posting notices concerning PBA business and activities.

ARTICLE VI
MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. 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;
 3. To suspend, demote, discharge or take other disciplinary action for just cause.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoptions of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other national or state laws.

ARTICLE VII

STRIKES

- A. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a police officer from his duties of employment), work stoppage, slowdown, walk-out or any other method which would interfere with police service to the public. The PBA agrees that such action would constitute a material breach of this Agreement.

- B. In the event of a strike, slowdown, walk-out or job action as defined in Section A, it is covenanted and agreed that participation in any such activity by any PBA member shall be deemed grounds for disciplinary action which may include possible termination of employment of such employee or employees.

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

ARTICLE VIII
POLICEMEN'S RIGHTS

The Police Officers' Bill of Rights shall provide the following and nothing contained herein shall negate any rights granted by any State, Local or Constitutional Law or Decision. The rights contained herein shall include all rights consistent with and as per the Attorney General's Guidelines as well as any additional rights contained herein which are not prohibited by or violate the AG's Guidelines. Any guidelines established shall not supersede any existing contractual agreements.

A. Political Activity

Except when on duty or whenever acting in his official capacity, no police officer shall be prohibited from engaging in political activity.

B. Investigations of Police Officers

1. Whenever a police officer is to be investigated or is under investigation, the officer is to be made aware of the investigation upon its commencement except if such investigation is criminal in nature.
2. If a police officer is subjected to interrogation by his commanding officer and/or any other officer of the police department that could lead to disciplinary action or criminal action, such interrogation shall be conducted under the following conditions:
 - a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the officer is on duty with reasonable notice being given unless the seriousness of the investigation is of such a degree that an immediate interrogation is required, and if such interrogation does occur during the off duty time of the officer being interrogated, he shall be compensated for such off duty time in accordance with regular department procedures.

- b. The investigating officer shall designate the location at which the interrogation shall take place. Such location shall not be the residence of the officer unless that location was where the incident allegedly occurred. In no event shall the complainant be allowed to be present during said interrogation.
- c. The officer under investigation shall be informed prior to such interrogation of the rank, name and command of the officer in charge of the investigation. All questions directed to the officer under interrogation shall be asked by and through no more than two (2) interrogators.
- d. All complaints must be reduced to writing as soon as possible. The officer under interrogation shall be informed in writing of the nature of the investigation prior to any interrogation, and he shall be informed, in writing of the names and addresses of all complainants, provided, however, that the investigating officer of a complaint may be the complainant.
- e. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- f. The officer under interrogation shall not be subjected to offensive language or threatened with transfer or any disciplinary action. The Police Department shall not, without his express consent, give his home address, telephone number or photograph to the press or news media.
- g. The complete interrogation of the officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. At the request of the officer, a copy of the interrogation shall be furnished to him if transcribed, and if the police department or any

other agency contemplates further proceedings. If a tape recording is made of the interrogation, the officer shall have access to a copy of the tape if any further proceedings are contemplated.

C. Advice of Rights

1. A police officer is a citizen of the United States and of the State of New Jersey and as such, is entitled to all the rights and privileges guaranteed by the Constitution and Laws of the United States and of the State of New Jersey.
2. The officer has the right not to incriminate himself by answering questions, oral or written, propounded to him in the course of a departmental or criminal investigation. Nor shall the officer be compelled to give a statement oral or written relating to said investigation without first being read and having waived his Miranda rights.
3. At any point during the investigation, the officer has the right to retain counsel of his choice at his own expense, and to have said counsel present to advise at all stages of the proceeding against and/or interrogation of the officer. At the request of the officer, the PBA representative will be present at any interview/interrogation of said officer.
4. In the event that the department chooses to proceed criminally against the officer for any violation of the law, no interrogation shall take place unless a PBA representative and/or counsel of the officer's choosing is present.
5. In the course of any interrogation, the officer shall have the right to name witnesses who shall be interviewed by the investigating officer.

6. Nothing in the foregoing shall abridge the right of the commanding officer to counsel with, advise, or admonish an officer under his command in private.
7. At the conclusion of any interrogation, the officer shall have the right to make an oral presentation for the record, or read a written statement into the record. The officer shall, if requested, have the right to a brief period prior to said oral presentation or said reading of a written statement.
8. Any complaint against an officer which has been exonerated or unfounded shall be expunged and removed from all departmental and Township personnel files and records. All investigative materials, records and notes shall be received, if desired, by the officer and/or his counsel. After review, the file shall be sealed and filed only under the custody and care of the Chief of Police. Said file shall not, in any way, be used against the officer in any personnel or administrative decisions. Said file shall not be opened nor information contained therein released without giving notification to the officer.

D. Civilian Complaint

No complaint by a civilian against an officer shall result in any disciplinary action unless the complaint be duly sworn to by the complainant before an official authorized to administer oaths.

E. Suspension

No officer shall suffer a suspension from duty, with or without pay unless the following circumstances are apparent:

1. Where the officer has been indicted, charged or alleged to have committed a criminal offense or violation of departmental regulations that constitutes a threat, hazard, or danger to the public or members of the department.
2. The officer shall be notified in writing of the suspension and reasons therefore, prior to the suspension if practical.
3. Any suspensions and all subsequent proceedings shall be handled in accordance with the guidelines as set forth in Title 40 and applicable case law.
4. In addition to any administrative procedures available to him regarding the filing of grievances, an officer may institute an action in a civil court to obtain redress of grievances, but he shall have first used the grievance procedure set forth herein.

F. Personnel Records

No officer shall have any comment or statement adverse to his interest entered into his personnel record by any person without the following:

1. The officer may sign the document indicating he is aware of and in agreement with what is contained therein.
2. The officer may refuse to sign said document and may permanently attach a statement correcting or clarifying his position relevant to the matter.

G. Polygraph Test

No disciplinary action or other recrimination whatsoever shall be taken against an officer refusing to submit to a polygraph examination, nor shall any comment be entered anywhere that the officer refused to take a polygraph examination, nor shall any

testimony or evidence be admissible in any police department proceeding, to the effect that the officer refused to take a polygraph examination.

H. **Secondary Employment**

No officer shall be denied the opportunity to participate in secondary employment subject to the department's right to restrict employment in such areas wherein a conflict of interest would exist.

I. **Employee Information**

No officer shall be required or requested for purposes of assignment or other personnel action, to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household), unless such information is obtained under proper legal procedure or tends to indicate a conflict of interest with respect to the performance of his official duties.

ARTICLE IX
VACATIONS

A. An employee shall be entitled to paid vacation in accordance with the following schedule:

During the first year of service, for each completed month of service.....1 working day

Upon completing one (1) year of service and until the completion of five (5) years.....13 working days

Upon completing five (5) years of service and until the completion of ten (10) years16 working days

Upon completing ten (10) years of service and until the completion of fifteen (15) years.....19 working days

Upon completing fifteen (15) years of service and until the completion of twenty (20) years.....22 working days

Upon completing twenty (20) years of service and thereafter.....25 working days

B. It is the intent of this Article to ensure that personnel covered by this Agreement shall receive the maximum amount of actual vacation time to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off shall not be computed as part of the vacation. It is further agreed by the Township that the vacation time to which the employees are entitled are not cumulative and will be

given off by the end of the calendar year in which they are earned. In the event that scheduled vacations during the last two calendar months of the year are interrupted or canceled due to emergency situations, and certified by the Township Manager and the Chief of Police, and such vacation time cannot be taken by the end of the calendar year, then all or part of such vacation time, as the case may be, shall be extended into the next calendar year, the scheduling of which shall be determined by the Chief of Police.

- C. It is expressly understood by the parties that the vacation time earned by the employee will be credited to the employee on January 1 of the calendar year in which they are earned and may be used within the calendar year in which they are earned.
- D. In the event an employee severs his employment with the Township prior to the end of the calendar year, his vacation time for that calendar year shall be prorated and if the employee has utilized more time than to which he would be entitled based upon the number of months of actual employment that year, the Township will deduct from the employee's last pay an amount equal to such time used in excess of the prorated entitlement.
- E. Any employee who was hired under a contract prior to January 1, 1986, which did not provide for a day per month of vacation leave during the first year of employment shall upon his severance of employment, be paid for one hundred thirty-six (136) hours or the balance of unused hours remaining at the employee's hourly rate of pay at the time of severance. Such one hundred thirty six (136) hours shall be in addition to any other accrued days paid for at the time of severance. Beginning an employee's 21st year of pensionable credit, and each year thereafter, he shall have the option to draw from his one hundred thirty six (136) hours credit and either be paid for such hour(s) or receive time off in lieu of such pay.

ARTICLE X
PERSONAL DAYS*

A. Each employee covered under this Agreement shall have four (4) personal days per year, which may be taken with the prior approval of the immediate supervisor. There shall be 48 hours prior notice given to the immediate supervisor.

*For employees working eight (8) hours per day.

ARTICLE XI

LEAVES

A. Sick Leave

1. Definition

Sick leave is hereby defined as absence from post of duty by an employee because of illness, accident, exposure to contagious disease or the requirement of the employee to attend to an ill family member. A certificate of a reputable physician in attendance shall be required in accordance with departmental policy. An employee securing such a certificate from a family physician in attendance shall be responsible for any costs incurred. An employee may elect to receive an examination by a Township panel physician at the Township's expense for purpose of determining his fitness for duty and to secure the required certificate as proof of need for sick leave. The employee, however, shall be responsible for any treatment prescribed or furnished by said physician beyond the initial examination.

2. Accumulation

Every employee covered by this Agreement shall, in addition to his or her paid vacation and holidays, be granted sick leave as defined above, with pay for not less than one (1) working day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such time not taken shall accumulate to his or her credit from year to year. Such employee shall be entitled to utilize any or all such accumulation leave if and when needed and shall be entitled to utilize such leave upon retirement as terminal leave with pay as per the provision in Article XVII Section B. The Township shall not require any

of its employees who may be disabled through injury or illnesses as a result of/or arising from his respective employment to utilize the sick leave accumulated under this section.

B. Severance Allowance

1. An employee of the Township covered under this Agreement who, after completing twelve (12) years of service, terminates his or her employment under honorable conditions, shall receive one-half (1/2) of all accumulated sick leave as a severance allowance.
2. The rate of pay for this allowance shall be computed on the employee's hourly rate of pay at the time of termination.
3. The method of pay shall be determined by the Township Treasurer but shall be made in a lump sum payment if practicable and requested by said employee. The maximum payment schedule permissible under this Agreement shall be six (6) equal monthly installments paid to the employee.

C. Funeral Leave

1. Special leave of absence with pay, up to a maximum of four (4) working days, shall be granted to any employee in case of death within his immediate family. Such leave may be taken only within fourteen (14) calendar days of the death.
2. The term "immediate family" shall include only father, mother, step-parent, mother-in-law, father-in-law, grandparent, sister or brother, spouse, child or foster-child of an employee, or any other member of the

immediate household who has established that household as their legal residence.

3. Special leave of absence with pay, up to a maximum of two (2) working days, shall be granted to any employee in case of death of a brother-in-law or sister-in-law.
4. The leave is for the sole purpose of arranging for and attending the funeral service. Such special leave may be extended without pay at the discretion of the Chief of Police. The extended special leave, if granted, shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

D. Injury Leave

1. Injury leave shall be granted with full pay to employees disabled through injury or illness as a result of or arising from their respective employment.
2. Any amount of salary or wages paid or payable to employees because of leave pursuant to this Section D.1. shall be reduced by the amount of workers' compensation awarded under Chapter 15 of Title 34 of the Revised Statutes made for disability because of the injury or illness requiring such leave.

E. Leave for PBA Meetings

The executive delegate, president, and shop steward (or their appointed alternates) of PBA #77 shall be granted leave from duty with full pay for all meetings of PBA when such meetings take place at a time when such officers are scheduled to be on duty, provided the affected officer gives reasonable written notice to the Chief of Police.

ARTICLE XII

SALARY, OVERTIME AND COMPENSATORY TIME

A. Wages

1. Wages for employees covered by this Agreement shall be as set forth below:

	2019	2020	2021	2022
Sergeant	\$111,300.00	\$113,400.00	\$116,025.00	\$118,650.00
Sergeant First Class	\$116,865.00	\$119,070.00	\$121,826.25	\$124,582.50
Lieutenant	\$126,214.20	\$128,595.60	\$131,572.35	\$134,549.10

2. The Salary Guides for 2019-2022 attached hereto and made a part hereof are with the understanding by both parties that movement on the guides during the term of this Agreement shall be pursuant to the effective dates as shown above.

	2019	2020	2021	2022
Picardi, J.	\$126,214.20	\$128,595.60	\$131,572.35	\$134,549.10
Jones, G	\$126,214.20	\$128,595.60	\$131,572.35	\$134,549.10
McGinty, C	\$126,214.20	\$128,595.60	\$131,572.35	\$134,549.10
Hone, P	\$116,865.00	\$119,070.00	\$121,826.25	\$124,582.50
D'Esposito, M	\$116,865.00	\$119,070.00	\$121,826.25	\$124,582.50
Hendrickson, E	\$116,865.00	\$119,070.00	\$121,826.25	\$124,582.50
Kelly, J	\$116,865.00	\$119,070.00	\$121,826.25	\$124,582.50
Goehringer, R	\$116,865.00	\$119,070.00	\$121,826.25	\$124,582.50
Winneberger, S	\$114,639.00	\$116,802.00	\$119,505.75	\$122,209.50
Houck, J	\$111,300.00	\$113,400.00	\$116,025.00	\$118,650.00
Welsh, K	\$111,300.00	\$113,400.00	\$116,025.00	\$118,650.00
Cecl, V	\$111,300.00	\$113,400.00	\$116,025.00	\$118,650.00
Welgle, D	\$111,300.00	\$113,400.00	\$116,025.00	\$118,650.00
Kiamos, J	\$111,300.00	\$113,400.00	\$116,025.00	\$118,650.00

3. Effective January 1, 2019 all anniversary dates for all officers covered under this agreement shall be changed to January 1. All step movement and cost of living increases shall occur on January 1 each year.

3. It is expressly understood and agreed between the Township and the PBA that any wage or salary increase specified in this Agreement shall be retroactive to January 1, 2019 upon the ratification and signing of the Agreement by the PBA and the Township.

B. Overtime – 8 Hour Per Day Employees (Non-Patrol Units)

1. Overtime shall consist of all hours worked in excess of eight (8) hours per day, or forty (40) hours per week or 2080 hours per year.
2. All employees covered by this section shall, in addition to their base salaries, be paid one and one-half times their hourly rate of base pay computed on the basis of an eight (8) hour day, forty (40) hour work week for all overtime hours worked.
3. All overtime payments shall be paid in the pay period immediately following the period in which it was worked.

C. Training – 8 Hour Employees

Any training or instructing in addition to or outside of an employee's regularly scheduled work day shall be compensated at the overtime rate of pay.

D. Call Back Duty/Court Time – All Employees

All employees shall receive a minimum of two (2) hours of pay at the time and one-half rate for call back duty and/or court time outside of the employee's regular work schedule.

E. Previous Service

Credit on the Salary Guide for up to and including three (3) years of previous service as a police officer, may be given to those newly hired employees who have successfully completed the required course of study at an accredited police

academy. Documentation of previous service shall be determined by the Chief of Police.

F. **Compensatory Time Off**

Consistent with the provisions of the Federal Fair Labor Standards Act, an employee has the option of utilizing compensatory time in lieu of receiving overtime pay. Such compensatory time shall be provided at the same rate as overtime pay i.e., time and one-half, however shall not exceed the maximum allowable amount under FLSA at any one time. In the event an employee has accrued compensatory time in excess of the maximum allowable amount under FLSA, he shall receive overtime pay for any work hours in excess of such maximum allowable amount.

G. **Payment for Special Details**

Any special detail, including but not limited to traffic, security, athletic and community events, but not including events for which the Township is not reimbursed, will be paid at \$70.00 per hour if the assignment is voluntary. The rate for any special details that are for any functions/activities under the direction of the Galloway Township Board of Education or the Greater Egg Harbor Board of Education shall be at \$55.00 per hour for the duration of this Agreement. If an officer is ordered to work, he shall receive his regular overtime rate of pay. Full time regularly appointed police officers covered under this Agreement shall have the right to be notified of and first refusal of all such special details.

H. **Detective Stipends**

1. Any officer assigned to the Detective Unit of the police department shall receive an annual stipend of \$2,800.00 to be paid on the first day of June of the year of the contract. This shall cover on call time and detective clothing allowance.

2. The amount of the stipend for assignment to the Detective Unit shall be pro-rated if the assignment is less than a full year.
3. Such stipend shall be paid only for the period of time assigned to the detective Unit.

I. **Canine Allowance**

1. Upon successful completion of a certified K-9 Academy, K-9 officers will receive three percent (3%) of their base pay as part of their regular wage for the care, grooming and maintenance of the animal.
2. K-9 officers will be paid Two Hundred Fifty Dollars (\$250.00) for clothing allowance to be paid in the first pay check of the year.
3. K-9 officers shall be provided with all of the necessary equipment to maintain a clean and healthy atmosphere for their assigned police dog.
4. The Township will provided all necessary foodstuffs, medical supplies, and equipment for the maintenance and good health of the police dog.
5. The Township agrees that if a police dog is deemed by the Township veterinarian to be medically unfit for duty, the dog will be kept in the custody of the K-9 officer upon the signing of an appropriate release form provided by the Township.
6. The Township will provide medical care and supplies for the police dog for a period of one (1) year after the dog's retirement.

K. SNOW DAYS

4. The Township shall pay officers who are working during the period of time that the township building is closed one hour of compensatory time for each hour worked during the closure.

ARTICLE XIII
ACTING OFFICER

Any employee who shall have been appointed by the Chief of Police or his designee, to act for a senior officer and who shall have performed the duties thereof for a period of forty (40) work hours shall thereafter in that calendar year be granted compensation appropriate to such office for the time so held. This shall reset each calendar year.

ARTICLE XIV
TWELVE (12) HOUR WORK SHIFTS

A. Officers working twelve (12) hour shifts shall have the following terms and conditions of employment modified as stated herein:

1. **Overtime**

Overtime shall be paid for any time worked in excess of an employee's normal workday and/or work week and/or for any work on a scheduled day off.

2. **Work Year**

The work year for all employees shall consist of 2080 hours. Each employee whose work schedule results in him/her working in excess of the 2080 hours shall receive Kelly Time for all such excess hours at the straight-time rate for the excess time worked.

3. **Sick Leave**

Each patrol officer shall receive one hundred twenty (120) hours of Sick Leave per year.

4. **Personal Leave**

Each patrol officer shall receive thirty-six (36) hours of Personal Leave per year.

5. **Vacations**

Each patrol officer shall receive the following number of hours of vacation leave:

During the 1st year of employment
for each completed month of service.....8 hrs.

Upon completion of 1st year thru 5th year.....108 hrs.

Upon completion of 5th year thru 10th year.....132 hrs.

Upon completion of 10 th year thru 15 th year.....	156 hrs.
Upon completion of 15 th year thru 20 th year.....	180 hrs.
Upon completion of 20 th year and thereafter.....	204 hrs.

6. **Training**

Attempts will be made to have officers attend training sessions or instruct training sessions during their normal work day. If this is not possible and officers must attend or instruct training sessions on their scheduled day off, they will receive compensatory time 1.5 hours per hour of training or, at the officer's option, at the straight time rate for any such time spent training or instructing. Should an employee's total combined work and training hours exceed 171 hours in a 28 day cycle, then such employee shall be compensated at his overtime rate for all such hours in excess of the 171.

7. **Kelly Time**

- A. Shall not be applied to nor included with an employee's accrued compensatory time base and shall be recorded and maintained in a separate account.
- B. Employees must use their allotment of Kelly hours within the calendar year they are earned or such time will be forfeited.
- C. An employee's annual allotment shall be credited to his/her account and available for immediate use as of January 1 of each calendar year. Kelly Time will be prorated should the individual leave before the end of a year.
- D. Employees shall only be entitled to receive and utilize Kelly Time on a straight time basis. Kelly Time must be utilized within the calendar year it is earned unless permission to carry over said time to the following year is

granted by the Chief or his designee. Employees shall not be entitled to receive any monetary compensation for accrued Kelly Hours.

ARTICLE XV
HOSPITALIZATION INSURANCE

A. **Medical Insurance**

The Township agrees to continue to provide health insurance for all employees and their dependent at the Township's expense. Such plans shall provide equal or better benefits as the SHBP Direct 10.

B. **Prescription Drug Plan**

The Township agrees to continue to provide the Prescription Drug Plan for employees and their dependents where eligible, at the Township's expense. Such plan shall be a ten dollar (\$10.00) co-pay mandatory generic and shall provide for the mail order option.

C. **Employee Contributions**

The parties agree to implement the employee contribution rates from Chapter 78 year four.

D. **Dental Plan**

The Township agrees to continue to provide the Dental Plan in effect on 12/31/96 for employees and their dependents where eligible, at the Township's expense.

E. **Optical Plan**

The Township agrees to provide the Optical Plan in effect on 12/31/96 for employees and their dependents where eligible, at the Township's expense. The allowance for contact lenses shall be \$100.00 and be in lieu of any other optical benefit for that year.

F. **Change of Carriers**

The Township maintains the right in accordance with applicable law, to change the carrier of any or all of its insurance plans as long as under each plan, equal to or better benefits than the plan in existence are provided. It is understood by the parties that the Plan to be provided by the Township is the State Health Benefits Plan "Direct 10" or a

plan providing equal to or better benefits than the “Direct 10” Plan. The Township agrees to establish a Section 125 Plan including a flexible spending account thus allowing any employee contribution toward health insurance costs to be “pre-tax”.

ARTICLE XVI
RETIREES AND TERMINAL LEAVE/PAY

A. Definition

A retiree is defined, for purposes of this Agreement as one who retires under the New Jersey Police and Firemen's Retirement System.

B. Terminal Leave/Pay

1. Upon an eligible employee's declaration of his intent to retire, the employee shall select one of the two (2) following options:

a. Option One – Terminal Pay

1. An employee may select to actively work until the effective date of separation and receive a lump sum payment for all compensatory time and vacation time accrued to the date of separation. In addition, an employee who has 400 hours or more of accrued sick leave shall also be compensated at his hourly rate of pay for 50% of his accumulated sick leave for all hours in excess of the 400 to a maximum of \$25,000.
2. An employee's total salary shall consist of his base salary and include any wage increases granted under the provisions of this Agreement.

b. Option Two – Terminal Leave

1. An employee on terminal leave is not considered to be retired until the effective date of retirement which completely severs his employment relationship with the Township. Until that time, the employee on terminal leave is entitled to all rights and benefits afforded to all employees under this Agreement or any future Agreements subject to any limitations as specifically provided for in this section (Option Two – Terminal Leave).
2. An employee who has 400 or more hours of accrued sick leave may select to utilize 50% of his accrued sick leave above the 400 hours up to a value of \$25,000 plus any compensatory, vacation time and Kelly time earned up to the date that the Terminal Leave actually commences. No additional days of leave shall be earned by an employee during the period of such Terminal Leave.

3. Such Terminal Leave may not exceed a total of \$25,000 of accumulated sick leave plus any compensatory, vacation time and Kelly times up to a total maximum leave of 365 days. Any employee having more than 365 days of accrued leaves shall be paid for the remaining days at the employee's per diem rate at the time the Terminal Leave commenced.

C. Notification

Notification of possible intent to retire would be given by December 31 in year immediately preceding retirement. Such notification is not a binding notice of retirement, only a possible intent. If less notice is given, payment would not be until the beginning of the budget year following the year of actual retirement. This notice requirement would be waived in the event of an officer retiring due to any disability or injury.

ARTICLE XVII

CLOTHING MAINTENANCE/CLEANING/REPLACEMENT ALLOWANCE

- A. The Township shall provide new employees with the initial issue.
- B. The replacement of equipment damaged or destroyed in the line of duty shall be treated as follows:
1. A damaged or destroyed weapon and/or holster shall be replaced by the Township.
 2. All claims for damaged prescription eyewear, watches, and cellular phones shall be reviewed by a panel which will consist of the PBA shop steward, the Chief of Police and a member of the Township administration.
 3. If approved for replacement by said panel, these items shall be replaced as follows:
Prescription Eye Wear: Actual replacement cost of identical equipment.
Watches: Actual replacement up to \$75.00 in value.
Cellular Phones: Actual replacement up to \$100.00 in value.
 4. The Township agrees to replace clothing and equipment rendered unusable in a police situation in the line of duty.
- C. The Township shall provide a vendor and voucher system to provide for uniform and equipment replacement. Each officer shall be entitled to \$300 per year to purchase through the vendor through a voucher. The municipality will directly pay the vendor for all purchases.

ARTICLE XVIII

SENIORITY AND REDUCTION IN FORCE

A. In the event of a Reduction in Force/Layoff following the date of the signing of this Agreement, the Township shall implement and abide by the following procedures:

1. Seniority for purposes of a reduction in force/layoff is defined as total service by appointed police officers in the Township in any position (s) covered under either or both of the collective bargaining units (R&F and SOA). An appointed officer shall lose all accumulated seniority only if he/she resigns or is discharged for cause.
2. In the event of a reduction in force/layoff, officers shall be laid off in the reverse order of total seniority of all officers in the Police Department. Any employee laid off shall remain on a recall roster for a period of two (2) years from the date of lay-off. Recalls shall be based on total seniority in the Police Department.
3. In the event that, within two (2) years of an officer's layoff, a vacancy/opening occurs in the Police Department and is covered by either of the Agreements (R&F and SOA), a laid-off employee shall be entitled to a one-time recall thereto in order of total seniority and shall be reinstated and credited with all prior seniority.
4. The Township shall formally notify the PBA of its intention to possibly reduce force or institute layoffs no later than forty-five (45) days prior to the effective date of any such layoff.
5. Demotions to Achieve a Reduction in Force

In the event of a demotion in rank, the Township shall implement and abide by the following procedures:

- a. Seniority for purposes of a demotion in rank is defined as total service in a rank by appointed police officers in the Township in any position (s) covered under either or both of the collective bargaining units (R&F and SOA). An appointed

officer shall lose all accumulated seniority only if he/she resigns or is discharged for cause.

- b. In the event of a demotion in rank, officers shall be demoted in the reverse order of total seniority of all officers within that specific rank in the Police Department. Any employee demoted shall be placed on a recall roster in the event an opening in that officer's prior rank occurs. Recalls shall be based on total seniority by rank in the Police Department.
 - c. In the event that, a vacancy/opening occurs in the rank previously held by the demoted officer and is covered by either of the Agreements (R&F and SOA), a demoted officer shall be entitled to be re-assigned to that rank and position based on total seniority in that rank and shall be reinstated to that rank and credited with all prior seniority.
 - d. The Township shall formally notify the PBA of its intention to possibly demote any officers no later than forty-five (45) days prior to submission of the effective date of such demotion.
6. The Township agrees that upon notification as per Section 4 above, it shall discuss the matter fully with the PBA and its representatives. Such discussions shall commence no later than two (2) weeks following such notification, unless the Township and the PBA agree in writing to such later meeting.

B. Benefits

Should the Township effectuate a reduction in force or institute layoffs, it shall provide severance benefits as follows:

1. The Township shall pay all affected unit members (those to be laid off) full pay for any and all vacation and personal leave days, compensatory time and Kelly time

earned and credited to the employee's account at the employee's per diem rate of pay at time of severance. It is understood that in the year of said reduction/layoff, all such leaves for that year shall be pro-rated for the portion of that final year of service if the employee worked less than a full year. Any uniform allowance due shall be pro-rated for the last year of service if the employee worked less than a full year. Pay for accumulated sick leave shall be at 50% of the total number of days up to a maximum of \$10,000.

2. The Township shall continue to provide all health insurance benefits for the officer and his/her eligible dependents for a period of two (2) months following the effective date of separation or grace period allowed under the insurance plans, whichever is later.

C. Any dispute regarding the provisions of this Article shall be subject to the grievance procedure of this Agreement.

ARTICLE XIX

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All practices and conditions not covered by this agreement shall continue to be governed, controlled and interpreted by reference to the Township Charter, Ordinances, Rules and regulations of the Police Department and any present or past benefits which are enjoyed by employees, as well as any management rights or practices covered by the Agreement that have not been included in the Agreement and which are not inconsistent with the Agreement shall be continued provided, however, that this shall not pose any limitations upon the Township to negotiate any past benefits as part of the new contract.

ARTICLE XX
SAVINGS CLAUSE

- A. In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable law of the State of New Jersey, such determination shall not impair the validity and enforcement of the remaining provisions of this Agreement.

- B. In the event that any provision of this Agreement conflicts with any Township ordinance, the Township agrees that such ordinance shall be repealed or amended to conform to the terms of this Agreement.

ARTICLE XXI

FULLY BARGAINED PROVISION

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

ARTICLE XXII
DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect from January 1, 2019 until midnight, December 31, 2022.

B. The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than one hundred twenty (120) days prior to the date on which this collective bargaining Agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on this

13th day of February, 2019.

**FOR THE TOWNSHIP:
OF GALLOWAY:**



Anthony J. Coppola, Mayor



**Christopher Johansen
Township Manager**

CHRISTIAN

**FOR MAINLAND PBA
LOCAL #77:**



Christopher Rizzo, President



Mark D'Esposito, PBA Shop Steward

PBA SOA Negotiations Committee:

Kevin Welsh

Eric Hendrickson