
AGREEMENT BETWEEN

THE TOWNSHIP OF WALL

AND

THE SUPERIOR OFFICERS ASSOCIATION

ON BEHALF OF

THE SUPERIOR OFFICERS OF WALL TOWNSHIP

JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

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ARTICLE I

PREAMBLE

THIS AGREEMENT is made and entered into in Wall Township, New Jersey, this ____ day of August 2023 between the TOWNSHIP OF WALL, a Municipality in the County of Monmouth and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Superior Officers Association, hereinafter referred to as the "S.O.A.".

WHEREAS, the Township and the S.O.A. recognize and declare that providing quality Police Protection for the Township is their mutual aim; and

WHEREAS, the Township has an obligation pursuant to Chapter 303, Public Laws of 1968, to negotiate with the S.O.A., as the representative of Employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II
DEFINITIONS

- A. **AGGRIEVED**: Shall mean any Member, Officer or Employee, or group of Members, Officers, or Employees whereupon an alleged injustice has been perpetrated against, or filed.
- B. **CHIEF**: Shall mean the Chief of Police, the head of the Police Department, Police Department of the Township of Wall, in the County of Monmouth, State of New Jersey.
- C. **CIVILIAN**: Shall mean any person or persons not certified and sworn as Police Officers in the State of New Jersey.
- D. **DEPARTMENT**: Shall mean the Police Department of the Township of Wall, in the County of Monmouth, State of New Jersey.
- E. **EMPLOYEE**: Shall mean any salaried Superior Officers of the Township of Wall Police Department as specifically defined in Article III.
- F. **EMPLOYER**: Shall mean the Township of Wall, a Municipality in the County of Monmouth, State of New Jersey.
- G. **MEMBER**: Shall mean the participants and Members of the Superior Officers Association of the Township of Wall Police Department.
- H. **OFFICER or POLICE OFFICER**: Shall mean sworn and certified law enforcement personnel of the Township of Wall Police Department and recognized as such by the Statutes of the State of New Jersey.
- I. **SOA or SOA LOCAL**: Shall mean Local 234 of the New Jersey State Policemen's Benevolent Association, of the Township of Wall Police Department.
- J. **TOWNSHIP**: Shall mean the Township of Wall, a Municipality in the County of Monmouth, State of New Jersey.
- K. **MAY**: is permissive.
- L. **SHALL**: is mandatory.
- M. **S.O.A.**: Shall mean all members of the Superior Officers' Association of the Wall Township Police Department who hold the rank of Sergeant, Lieutenant or Captain.

ARTICLE III
RECOGNITION

The Township hereby recognizes the S.O.A. as the sole and exclusive representative and bargaining agent for all Superior Officers of the Police Department, for the purpose of collective negotiations with respect to salaries, claiming benefits, working conditions, procedures for adjustments of disputes and grievance and other related matters.

The bargaining unit shall consist of all Superior Officers of the Police Department of the Township of Wall, New Jersey, to include Sergeants, Lieutenants and Captains, now employed, formerly employed and hereinafter employed. For the purposes of this agreement, the terms Police Officer, Employee or Employees, shall refer to all members of the bargaining unit as defined herein. This agreement shall be binding upon parties hereto.

ARTICLE IV
EMPLOYEE RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, the Township hereby agrees that every Superior Officer shall have the Right to freely organize, join, and support the SOA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

B. As a body exercising governmental power under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly and indirectly discourage or deprive or coerce any Policeman in enjoyment of any Rights conferred by Chapter 303, of the Public Laws of 1968, or other laws of New Jersey, or the Constitution of New Jersey and the United States.

C. That it shall not discriminate against any Policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the SOA and its affiliates, provided such activities are lawful and proper, collective negotiations with the Township, or his institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

D. No Employee who is a Member of the SOA and acting against for his acts as such official of the SOA, nor shall the Township discriminate against any Employee because of SOA Membership or activities, provided such activities are lawful and proper.

E. Any change in Department Procedures and Regulations that is promulgated by the Chief of Police shall be served upon the President of the SOA immediately except that in the event of an emergency, no notification is necessary.

ARTICLE V
ASSOCIATION RIGHTS

- A. **GRIEVANCE COMMITTEE:** There shall be four (4) Members of the SOA Grievance Committee, Members as defined by this Section, no more than three (3) of whom shall be granted leave from duty without loss of pay for all meetings between the Township and the SOA Local for the purpose of processing grievances. When such meetings take place at a time during which such Members are scheduled to be on duty, leave shall be granted only upon twenty-four (24) hours prior notice to the Chief of Police, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Policemen to bring the Department to its proper effectiveness as determined by the Chief of Police or his designee.
1. Members of the SOA Grievance Committee shall be the President or Vice President, and three (3) additional Members as appointed by the President of the SOA.
- B. **COLLECTIVE BARGAINING COMMITTEE:** There shall be three (3) Members of the SOA Collective Bargaining Committee, Members as defined by this section, no more than three (3) of whom shall be granted leave from duty without loss of pay for all meetings between the Township and the SOA for the purpose of conducting collective bargaining between the parties. When such meetings take place at a time during which Members are scheduled to be on duty, leave shall be granted only upon twenty-four (24) hours prior notice to the Chief of Police, provided the conduct of said business shall not diminish the effectiveness of the Police Department or shall require the recall of off-duty Policemen to bring the Department to its proper effectiveness, as determined by the Chief of Police or his designate.
1. Members of the SOA Collective Bargaining Committee shall be the President or Vice President and two (2) additional Members as elected by the Membership of the SOA.

C. INDIVIDUAL SOA OFFICIALS: There shall be four (4) Members of the SOA, Members as defined by this Section, to be granted leave from duty without loss of pay, for the purpose of attending the SOA regular monthly meetings. When such meetings take place at a time during which such Members are scheduled to be on duty, leave shall be granted only upon twenty-four (24) hours prior notice to the Chief of Police, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Policemen to bring the Department to its proper effectiveness, as determined by the Chief of Police or his designate.

1. Officials of the SOA shall be the President or Vice President, Secretary and Treasurer as elected by the Membership of the SOA.

ARTICLE VI
NEGOTIATIONS PROCEDURE

- A. Collective bargaining with respect to rates of pay, or other conditions of employment shall be conducted by the duly authorized bargaining representatives of the parties. Unless otherwise designated, the Township Administrator or his designate, and the President of the SOA or his designate, shall be the respective negotiations representatives for the parties.
- B. Collective Bargaining Meeting shall be held at times and places that are mutually convenient, at the request of either party.
- C. No more than three (3) additional representatives and two (2) professional counsel of each party shall participate in Collective Bargaining Meetings.
- D. The Township and the SOA agree to meet no later than the tenth (10th) day of September immediately prior to the expiration of this Agreement for the purposes of negotiations and discussions relative to an Agreement or continuance of the present Agreement.
- E. In the event that changes, additions, corrections, or deletions of the present Agreement are desired by either party, the parties agree to meet and discuss the proposed changes on a minimum of once weekly until such time as all parties have agreed to the proposed Agreement or the proposed Agreement has been submitted to Arbitration. Such time limitations may be waived by mutual agreement.

ARTICLE VII
GRIEVANCE PROCEDURES

A. A Grievance is hereby defined as any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement, and may be raised by an Employee, the SOA on behalf of an Employee or a group of Employees.

1. If an Employee is disciplined and in the judgment of such Employee, the action taken by the Township or the Department is without just cause, or if an Employee or group of Employees feel aggrieved concerning any specific provision or provisions of this Agreement or which are provided for in any Statute, Charter, Provision, Ordinance, Rule, Regulation, or Policy which is not in conflict with this Agreement, including any claim of unjust discrimination, and any other matter or condition affecting his/their health or safety, may grieve such situation or circumstances in accordance with this Article.

B. ALL Grievances shall be in writing and shall contain a clear and concise statement of the Grievance and indicate the following:

1. The issue/issues involved
2. The relief sought
3. The date the incident or violation took place
4. The specific Section or Sections of the Agreement involved.
5. The steps taken by the aggrieved to try and resolve the Grievance.

C. The adjustment of a Grievance shall be sought as follows:

1. The aggrieved shall take up the matter with his DIVISION COMMANDER within fourteen (14) calendar days of being advised of the incident giving rise to the Grievance in an effort to adjust the Grievance satisfactorily between the aggrieved and the person responsible for this incident as a Grievance.

2. The DIVISION COMMANDER within fourteen (14) calendar days of a request for such a meeting, the aggrieved shall take up the matter, in writing, to the Chief of Police.

3. If the Grievance is NOT adjusted to the satisfaction of the aggrieved by the Chief of Police within fourteen (14) calendar days of such a meeting, or if the Chief of Police fails to meet with the aggrieved within fourteen (14) calendar days of such a request for a

meeting, the aggrieved shall submit a complaint, in writing, to the President of the SOA as well as each member of the appointed Grievance Committee shall study and investigate ALL grievances submitted by the aggrieved and submit a written report to the President of the SOA indicating the facts and setting forth recommendations. Such a report shall be submitted to the President of the SOA within ten (10) days of receiving the written complaints from the aggrieved.

4. Upon receipt of the written report by the Grievance Committee, the President of the SOA shall inform the membership of the facts at the first regular monthly meeting. The SOA Membership shall then vote and dispose of the matter by dismissal, or proceed with the matter, as set forth by this Article and Section.

5. If the grievance has been determined, by vote, to be "valid" by the SOA Membership, the President of the SOA and Grievance Committee shall take up the matter with the Township Administrator, by requesting, in writing, a Hearing within five (5) days of said regular monthly meeting.

6. Within thirty (30) days of such a request for a hearing by the Grievance Committee, the Township Administrator shall hold a hearing, at which time all parties of interest shall be heard. If the Grievance is not adjusted to the satisfaction of the Grievance Committee and/or the Township Administrator fails to conduct a hearing within thirty (30) days of such a request for a hearing, the matter shall be submitted to binding arbitration.

7. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. The party demanding arbitration shall request the New Jersey Public Employment Relations Committee or the American Arbitration Association to appoint an arbitrator to hear the arbitration in the manner set forth in Rules or Regulations of either such agency.

8. The decisions of the Arbitrator shall be final and binding on the Association, grievant and the Employer. The arbitrator shall be bound by the provision of this Agreement, and shall be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement in writing with reasons for his decision. The arbitrator may prescribe an

appropriate back- pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

D. In the event that a Grievance arises in which two (2) or more members are affected by it, the matter shall be brought to the attention of the SOA Membership. Upon presentation of the facts, a vote shall be taken to determine if the matter is in fact a Grievance and that the matter does in fact affect two (2) or more Members. If such a matter has been determined by VOTE, to be "Valid", the President of the SOA shall then represent the aggrieved Members, and proceed with the Grievance as set forth in this Article.

E. The TIME LIMITS specified in this Article shall NOT include Saturdays, Sundays or Holidays. Such TIME LIMITS may be extended, shortened, or waived by mutual agreement by ALL parties.

F. The steps specified in this Article may be waived by mutual agreement by ALL parties involved.

G. Nothing herein is intended to deny an employee his rights of appeal as granted by statute or case law.

ARTICLE VIII
DUES DEDUCTION

A. The Township shall withhold from the Employee's paycheck, twice monthly, an amount of money to be forwarded to the SOA Treasurer. Such deduction shall be known as "PBA/SOA Membership Dues Deductions".

1. Each Employee who desires to have deductions made shall submit a written request to the Township Finance Officer indicating such a desire to have the deductions made automatically.

2. Such a request shall be maintained by the Township Finance Officer until such time as the Employee indicates, in writing, to alter such a request. The Employee in no event shall submit such a request for alteration more than once yearly.

3. Such request form shall be of such desire and format as the Township Finance Officer may deem proper and correct.

4. The Township shall not require Employees to submit written requests more than once yearly with the Township Finance Officer; further, the Township shall not require weekly, monthly, or other time period submission of the written request if such Employee has no desire to alter the request.

B. The SOA Treasurer shall notify, in writing, the Township Finance Officer, once yearly, the amount of monthly dues the PBA/SOA Membership has decided, by vote, to withhold from the regular paychecks.

1. Notification, in writing, shall be submitted no later than December 1st of each year as to the amount to be deducted commencing on January 1st of the following year.

2. Notification, in addition to the annual notification, may be submitted at any time in the event the SOA had decided by vote to alter the amount of dues to be deducted. Such notification shall be in writing and shall indicate clearly on what date such change will take effect.

C. The Township Finance Officer shall forward a single check for all Employees' dues deductions made during the preceding month to the PBA Treasurer no later than the fifteenth (15th) day of the following month, each month.

D. The Township and the SOA shall adhere to the provisions of N.J.S.A. 52:14-15.9e in regards to Employer Payroll Deductions.

ARTICLE IX

ASSOCIATION USE OF FACILITIES

- A. The Township shall provide space for a bulletin board in a conspicuous location within the Police Department Building for the use of the SOA for posting notices concerning SOA business and activities, at no cost to the Township.
1. All notices shall be posted only upon the authority of officially designated SOA representatives and shall not contain inflammatory, annoying or subversive literature, photographs, cartoons, or other printed materials. The posted materials shall be neat and orderly thereon.
 2. The Secretary of the SOA shall be responsible for the neatness and orderly appearance of the bulletin board.
- B. The Township shall provide space within the Police Department Building for a file cabinet or cabinets for the purpose of storing SOA items and materials at no cost to the Township.
1. The SOA President, Vice President, Secretary, Treasurer and Trustees shall maintain the storage cabinet(s).
- C. The Township shall permit the SOA reasonable use of the following equipment and services as outlined in this Section, at no cost to the Township, and which use and services shall not interfere with the operations of the Police Department.
1. The Township shall permit the reasonable use of the Departmental photocopier, facsimile machines, print shop, and word processing computer facilities.
 2. Staff and equipment operations shall supervise the operation of equipment and services.
 3. The SOA shall not reproduce material and literature if containing inflammatory, annoying or subversive printed matter or reproduce materials protected by the Copyright Laws of this, or any other State.
 4. The cost of all materials used in the pursuit of SOA business shall be provided at no cost to the Township by the SOA.
- D. The Township shall permit the use of Departmental computers under the conditions as set forth in this Section at no cost to the Township and which use shall not interfere with the operations of the Police Department. The SOA shall not remove any computer from its designated place of assignment or use. The use of computers provided herein shall be only while off duty. No addition, deletion or altering of software is permitted.

E. The SOA recognizes that any damage sustained to any equipment as the result of abuse or negligence incurred while in the pursuit of SOA business shall be repaired or replaced as the case may warrant by and at the cost of the SOA.

ARTICLE X

RESIDENCE

A. The Township agrees that Employees, as defined by this Agreement shall not be required to reside or not reside in any specific place or places other than to require such Employees to reside within the State of New Jersey as a permanent place of residence.

B. Place of residence shall not be considered as a condition of employment or advancement in rank or grade, nor shall it be considered in any manner during the process of employment or advancement in rank or grade, except as provided by N.J.S.A. 40A:14-122.6.

ARTICLE XI
DISCIPLINE

A. No permanent Employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or grade or disciplined in any manner except for just cause. Disciplinary proceedings shall be conducted in accordance with the provisions of the Township Personnel Ordinance and N.J.S.A. 40A: 14-147.

B. Bill of Rights:

1. The Employer will provide the Association (SOA) with copies of all personnel orders as soon as the personnel orders are issued. As used in this section, "personnel orders" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.

2. Any Employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

(a) The Employee will be informed prior to the interview if the Employer believes the Employee is a suspect in the investigation.

(b) The Employee will be informed of the nature of the investigation and allegations, and afforded the opportunity to consult with an Association representative prior to an interview. The Employee shall be allowed the right to have an Association representative present during the interview. The opportunity to consult with the Association representative or to have the Association representative present at the interview shall not delay the interview more than two (2) hours, except for minor complaints (incidents for which discipline no greater than oral reprimand may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview, it appears as if a more serious disciplinary problem has developed, the Employee will be allowed up to two (2) hours to obtain a representative to assist him in the interview.

(c) With the exception of telephone interviews, interviews shall take place at Employer facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

(d) The Employer shall make a reasonable good faith effort to conduct these interviews during the Employee's regular working hours, except for emergencies or

where interviews can be conducted by telephone.

(e) The Employee will be required to answer any questions involving non--criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the laws of the State or the United States.

(f) Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion.

(g) The Employee shall be entitled to such reasonable intermissions as he shall request for personal necessities.

(h) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the Employee about information which is developed during the course of the interview.

(i) If the Employer tape records the interview, a copy of the complete interview of the Employee, noting all recess periods, shall be furnished, upon request, to the Employee. If the interviewed Employee is subsequently charged and any part of any recording is transcribed by the Employer, the Employee shall be given a complimentary copy thereof.

(j) Interviews and investigations shall be concluded with no unreasonable delay.

(k) The Employee shall be advised of the results of the investigation and any future action to be taken on the incident.

(l) When the investigation results in Departmental charges being filed against the Employee, the Employee, upon written request, will be furnished with a copy of the reports of the investigation which will contain all known material facts of the matter to include any tape recordings at no cost. The Employee will also be furnished with the names of all witnesses and complainants who will appear against him or her and/or whose statements will be used against him or her.

ARTICLE XII
TABLE OF ORGANIZATION

A. The Township shall, by Ordinance, which Ordinance may be amended from time to time by Resolution, set forth the authorized allowance of personnel in the following classifications:

1. Captains
2. Lieutenants
3. Sergeants
4. Detectives
5. Patrolmen

B. The Chief of Police shall, by written Order, which written Order may be amended from time to time by written Order, set forth the authorized allowance of personnel, not to exceed the total authorized Departmental allowance of personnel as set forth by the Township, in the following Departmental Assignments:

1. Traffic Investigations
2. Administration Assignments
3. Criminal Investigations
4. Juvenile Investigations
5. Forensic Investigations
6. Patrol Assignments

ARTICLE XIII

VACANCIES

- A. Existing Waiting Lists of promotion shall be valid for a period of eighteen (18) months. The Township reserves the right to amend the Table of Organization of the Department as it shall deem necessary for the best interests of the Township of Wall.
- B. Upon completion of the testing and issuance of the Waiting List, the said List shall be posted in a conspicuous location within the Police Department Building.
- C. The posted waiting list shall consist of the names of the participants and their overall scores. The individual scores of the participants on any written test, oral test or board review shall be maintained privately by the Chief of Police and shall be available for review and inspection by only those individuals who participated in the test.

ARTICLE XIV
ANNIVERSARY DATE

A. The Township agrees that the month, date, and year of employment shall be known as the "Anniversary Date", and the exact month and day of employment shall be the Anniversary Date each year thereafter.

ARTICLE XV
CLOTHING ALLOWANCE

A. The Township shall continue to provide Employees all equipment and uniforms necessary for the purpose of their employment.

B. The Township shall allocate the following clothing allowances for 2021, 2022, 2023, 2024 and 2025 affecting SOA Members Non-Detective Bureau positions which shall be credited to their individual clothing allowance accounts consistent with past practices.

2021	\$1,375
2022	\$1,375
2023	\$1,375
2024	\$1,375
2025	\$1,375

1. Such account may be drawn upon by each Employee during the year by obtaining the authorized approval for the purchase of uniforms at a place of business or businesses, designated by the Township. The Chief of Police, or his designee, shall make payment for such items through vouchers directly to the business provided the Employee has received advance approval of the purchase.

2. If an Employee exceeds the maximum allowance during the year without authorization by the Chief of Police, such excess should be borne by the Employee.

3. The Chief of Police, or his designee, shall issue a complete and definitive list of authorized uniforms and business places.

4. The Chief of Police or his designee shall issue an annual statement to each Police Officer showing the amount charged against the Officer's uniform allowance. This statement shall be issued following the first yearly purchase and/or thirty (30) days prior to the second yearly purchase.

5. Up to a maximum of \$470.00 may be used for purchase of conventional clothing in the form of reimbursement, for employees not assigned to the Detective Bureau. Should any employee not utilize the maximum allowance by October 15 in each year, the employee will be entitled to a payment of the balance in his uniform account up to a maximum of \$470.00.

6. The Township shall pay the cost for the cleaning of two (2) uniforms per Officer per week. In accordance with the Local Public Contracts Law, the Township shall

designate a local cleaning establishment that will clean the uniforms and payment will be made directly to that cleaning establishment by the Township. The Township will pay the cost for the cleaning of any combination of the following five items per week for each plain-clothes Officer: uniform shirt or pants, dress shirt or pants, suit jacket or sports coat or uniform jacket and tie.

7. The Township will prepare a listing of the uniforms and equipment considered to be included as "standard" purchases under this Agreement. In the event that any part of the present uniform and/or equipment is changed or added, then such changes shall be borne by the Township and shall not be considered part of the yearly clothing allowance.

C. Superior Officers in the Detective Bureau shall have the ability to utilize the Township vendor and be reimbursed for necessary and appropriate uniforms and conventional clothing, in accordance with Department policy up to a maximum of the following:

2021 \$2,700

2022 \$2,700

2023 \$2,700

2024 \$2,700

2025 \$2,700.

D. The uniform allowance for non-Detective Bureau employees in year twenty-three (23) will be reduced to \$650. Detectives' uniform allowance shall be reduced to \$2,025.00 in year twenty-three (23).

E. The purchasing and replacement of vests are not an item which will be considered to be purchased with the clothing allowance as set forth above. The Township shall pay for the purchase and replacement of protective vests as needed and required as determined by the manufacturer, subject to the grievance procedure, and the replacement and purchase of vests shall be liberally construed in favor of purchasing a new protective vest. The replacement or new vest shall be of at least a grade and quality of those issued to other members of the Wall Police Department, and the protective vest should be a Minimum Threat Level 3A. If a member chooses to be issued a level 2A vest, the member must submit a letter through the chain of command, to the Chief of Police, requesting to receive a level 2A vest in lieu of a level 3A vest. Only authorized vests that are pre-approved by the Chief of Police will be considered. All officers will continue to receive level 3A vests unless they request, and receive approval, from the Chief of Police.

ARTICLE XVI

COMPENSATION FOR LOSS OF PERSONAL PROPERTY

- A. If an Employee in the line of duty suffers damage to any of his personal property, including but not limited to, clothing, jewelry, and glasses, the said Employee may apply to the Township for monetary restitution or replacement of the property.
- B. The Township shall not refuse such compensation benefit without just cause.
- C. The Township shall make restitution for such damaged items, to the extent that the item constituted a part of the usual and customary clothing, jewelry or glasses which would be worn by an employee in the line of duty. Compensation for items of a value greater than \$100.00 shall be based upon the presentation of a receipt and shall be subject to reduction for depreciation.

ARTICLE XVII
USE OF PERSONAL VEHICLE

A. The Township shall not require Employees to use their personal vehicles for the performance of Police business whenever possible. The Township shall provide departmental vehicles for, but not limited to, travel to and from any judicial proceeding in which the Employee is a witness; to and from the Division of Motor Vehicles proceedings in which the Employee is a witness; and criminal investigations or other directed investigations as determined by the Chief of Police, or his designates.

B. The Township shall reimburse all of the Employee's travel expenses when a departmental vehicle is not available and the Employee is required to use his personal vehicle. The Employee may, upon completion of such trip or trips, submit for payment mileage travelled on the authorized police business. The Township shall not deny such payment without just cause.

1. The monetary compensation for each mile travelled shall be the applicable IRS rate.

C. The Township shall in the event that mileage compensation is paid to other Township Employees if a greater amount than provided herein, the higher or greater amount shall be paid to the Employees as defined by this Agreement.

D. The Township shall pay to each Employee \$1.00 per year as additional compensation of the use of the Employee's vehicle.

ARTICLE XVIII

HOURS OF WORK AND OVERTIME FOR NON PATROL SUPERIOR OFFICERS

- A. The Township and the SOA understand and agree that a standard weekly work schedule for Employees covered by this Agreement requires Employee services continuous throughout a seven (7) day week, including a half-hour lunch break on each day of the seven (7) days per week, and the required amount of work hours per Employee per year shall not exceed Two Thousand Eighty (2,080) hours, nor be less than Two Thousand (2,000) hours.
1. The Township agrees that two (2) consecutive days, per seven (7) day week, shall be provided as time off minimum.
- B. The Township and the SOA further agree that changes in the existing daily or weekly work schedule which may be necessitated for efficient operation of the work force, prior to the implementation of such changes, the President of the SOA Local shall be notified in writing by the Chief of Police and the SOA President shall have the right to submit written recommendations and to discuss these changes with the Chief of Police.
1. The President of the SOA Local shall be notified of the changes by the Chief of Police at least thirty (30) days prior to the implementation of such changes, but in the event that such changes are the result of an emergent circumstance, same time provisions shall be waived by the SOA, the right of the President of the SOA to discuss the changes shall not be waived under emergent circumstances, but may be discussed after such changes have been effected.
- C. The Township agrees that overtime, consisting of time and one-half, shall be paid to all Employees covered by this Agreement for hours worked in excess of the normal workday. A normal workday is defined as one (1) of five (5) eight (8) hour days, or one (1) to four (4) ten (10) hour days; or one (1) day of any combination of days and hours consisting of forty (40) hours per week as scheduled by the Chief of Police.
- D. Employees shall not be paid overtime for hours of work in excess of normal workday unless such overtime is authorized by the Officer in Charge.
1. The need for overtime shall be at the discretion of the Officer in Charge on a need basis which successful completion of an assignment or investigation is deemed in the best interests and safety of the Township of Wall.
 2. Completion of an assignment will be transferred to an on-coming shift when feasible. When it is not feasible for such reasons as work load, or when the Employee is in

fresh pursuit, or hot pursuit of an investigation, it shall be deemed that this is of an emergent nature and overtime is authorized.

3. When a Shift Commander or Department Head feels the need for extra or additional manpower, he may authorize such overtime, as per the Rules and Regulations of the Department of the Chief of Police. It is further understood that such Shift Commander or Department Head is totally responsible for the authenticity of such need.

E. (Applies to both Patrol and non-Patrol Officers). An Employee shall be paid a minimum of four (4) hours at time and a half, irrespective of actual time worked for all call-in time, except Municipal Court, which overtime for municipal court shall continue as before with a two (2) hour minimum. All call-in time for judicial appearances as required above shall be paid at time and a half for a minimum of four (4) hours per day, except Municipal Court, which will have a two (2) hour minimum at time and a half (1 ½), irrespective of the actual time spent in Court, and time and a half (1 ½) for any appearances beyond the four (4) hours or two (2) hours set forth above.

F. This minimum four (4) hour provision does not apply to Officers called in before the start of a shift or held over after the end of their shift.

G. Off duty work for private contractors will always be paid at a four (4) hour minimum rate, including off duty work before the start of a shift or after the end of a shift.

H. (Applies to Patrol and non-Patrol Officers). In lieu of cash payment for overtime, an Employee may receive compensatory time off at the rate of time and one-half (1 ½), if he chooses. Employees shall have the option of electing to have time off at time and one-half instead of receiving compensation at time and a half of the hours worked in excess of a normal workday.

1. Such time may only be taken when approved and scheduled by the Chief of Police after receiving written request from the Employee.

2. Such written request shall be submitted to the Chief no later than one (1) day prior to the requested time off.

3. The reason or reasons for the Employee's request for any given time off shall not be considered by the Chief for reasons for approval or denial.

4. Effective January 1, 2017 a maximum of eighty (80) hours annually with a 40/40 (accrued/current year) split may be "cashed out" if mutually agreed to by the Officer and the Township.

5. Effective January 1, 2017 any employee promoted into the SOA shall be capped on

a total comp time bank in accordance with their respective caps under the PBA agreement. All members of the SOA as of December 31, 2016 shall continue to have their respective compensatory time capped in accordance with the Federal Fair Labor Standards Act, capped at 480 hours.

- I. (Applies to Patrol and non-Patrol Officers). The POSS system shall be continued for the reporting of overtime to the Township for the payment thereof.
 - 1. Each Employee working bona fide overtime shall present such claim in accordance with Department policy to the Superior Officer authorizing such overtime within twenty-four (24) hours when ordered by the Superior Officer, or whenever reasonable in the absence of such Superior Officer. Each claim shall be given to the Commander of the Division for authentication, submitted to the Office of the Chief of Police, and submitted thereafter to the Township on a bi-monthly basis.
 - 2. Overtime shall be paid on a bi-monthly basis pursuant to an annual schedule. In computing overtime pay which may become due to any such Employee of the Police Department an Officer's base pay and applicable longevity as well as that Officer's Holiday Pay (if applicable), supervisor mini steps, supervisory prep time, and credit time in rank shall be used.
- J. (Applies to Patrol and non-Patrol Officers). An Employee may switch (swap) shifts with another Employee, but the Employee shall notify the Chief of Police a minimum of one (1) day notice, which approval shall not be unreasonably denied. In no case will shift switch swap result in any additional expenses to the Township.
- K. In lieu of cash payment for overtime, an Employee may receive compensatory time off at the rate of time and one-half, if he chooses. Employees shall have the option of electing to have time off at time and one-half instead of receiving compensation at time and a half for the hours worked in excess of a normal workday.
 - 1. Such time may only be taken when approved and scheduled by the Chief of Police, after receiving written request from the Employee.
 - 2. Such written request shall be submitted to the Chief no later than one (1) day prior to the requested time off.
- L. SOA members shall be paid at the overtime rate for Sergeants for all off duty details.
- M. Effective upon the signing of this Agreement there shall be an off-duty rate established for work associated with the Wall Township Public Schools of \$75 per hour. This rate may be

returned to the applicable off duty rate at the request of the PBA upon sixty days' notice and after discussion between the PBA, the Chief and Wall Township School officials.

ARTICLE XIX
PATROL WORK SCHEDULE

A. **PITMAN SCHEDULE:** Effective January 1, 2008, a new twelve (12) hour work schedule shall be implemented (Pitman Schedule) which refers to a twelve (12) hour workday schedule which encompasses a fourteen (14) day cycle. The schedule will include a rotation of two (2) days on-duty, two (2) days off-duty, three (3) days on-duty, two (2) days off-duty, two (2) days on-duty, and three (3) days off-duty. The cycle will begin on a Sunday and end on a Saturday fourteen (14) days later, at which time it will repeat its cycle. The hours scheduled for duty during any given twenty-four (24) hour period will be from 7:00 a.m. EDT to 7:00 p.m. EDT and from 7:00 p.m. EDT to 7:00 a.m. EDT, respectively, 6:00 a.m. EDT to 6:00 p.m. EDT respectively to 6:00 p.m. EDT to 6:00 a.m. EDT as a scheduled early man. The Patrol Division manpower will be divided into four squads. Squads one (1) and two (2) will work the same time of day on opposing days. Squads three (3) and four (4) will work the same time of day on opposing days. The specific rotation is illustrated in Appendix "C" and shall be followed by all parties.

B. **KELLY HOURS:** Kelly hours will refer to the excess amount of hours that an officer working the Pitman Schedule will be assigned to work over the annum in excess of two-thousand and eighty (2080) hours. Hours accrue to a separate bank at the rate of four (4) hours per complete Pitman cycle worked. Each officer is responsible to schedule their own Kelly time without the creation of overtime. All Kelly time will be taken at the discretion of the Supervisor.

1. Effective January 1, 2017 Superior Officers may carry up to twelve (12) hours of Kelly Time from the preceding year to the subsequent year.

2. An employee who works a night shift and the subsequent day shift during a shift conversion period shall be credited with four (4) hours of Kelly Time only when he/she has actually worked both days before and after the conversion.

C. **PITMAN CYCLE:** A Pitman Cycle will refer to a fourteen (14) day period, which encompasses one complete rotation through the cycle as defined by a Pitman Schedule.

D. **HOURS OF WORK:** The workday shall consist of not more than twelve (12) consecutive hours in a twenty-four (24) hour period. The twelve (12) hour work schedule adheres to the Pitman rotation as defined in Article 19, Section A. Additionally, for purposes of adherence to Section 207(k) of the Fair Labor Standards Act (FLSA), the Township has adopted a working period or cycle of fourteen (14) days as defined in Article 19, Section C known as the "Pitman Cycle" which shall apply to all members assigned to the Patrol Division.

1. It is recognized that Employees will be required to report to duty in advance of the tour starting time. In accordance with this recognition, no overtime shall be paid for a 15-minute period prior to the commencement of a tour. In the event that the workload of the Department permits, Employees may secure their tour of duty 15 minutes prior to the completion of their tour providing that (1) officers from the on-coming tour of duty are in uniform and ready to work and (2) said employee is not assigned to any active investigation or emergent circumstance, as provided in Article 18, Paragraph D.

In the event an Employee is required to report earlier than the fifteen (15) minute period prior to the tour, the Employee shall be paid the overtime rate for all time worked in excess of the normal hours of work per day. Provided that an employee has reported at least fifteen (15) minutes prior to the commencement of a tour, overtime for work performed after his shift but contiguous therewith, shall commence fifteen (15) minutes prior to the scheduled end of his regular shift. If the employee has not reported at least fifteen (15) minutes in advance of his regular tour starting time, overtime shall commence at the end of the tour of a normal work day and not fifteen (15) minutes prior to the schedule end.

2. During the course of the Pitman Cycle, officers will work seven (7) twelve (12) hour tours totaling eighty-four (84) hours of work. The hours scheduled during the Pitman Cycle in excess of eighty (80) hours will be credited at straight-time to a Kelly Hours account. This calculation will not include hours accrued as a result of a voluntary "shift swap" with another officer.

3. Hours worked beyond the scheduled twelve (12) hour tour of duty will be credited as overtime to be paid or compensated at time and one-half. Hours worked in excess of the eighty-four (84) hours during the fourteen (14) day Pitman Cycle shall be paid or accrued at time and one-half the officer's hourly rate as required by the FLSA.

This calculation will not include hours accrued as a result of a voluntary "shift swap" with another officer. This calculation shall pertain to all officers assigned to the Patrol Division to include officers and supervisors. Nothing in this paragraph shall diminish the minimum compensation for officers who are ordered to duty while not regularly scheduled to work or assigned to Municipal or Superior Court assignments, in accordance with Article 18(E).

4. For pay purposes, the work week will remain a calendar work week of forty (40) hours.

5. Officers will continue to accrue "Kelly Hours" while on vacation, for an on duty injury, personal time, compensatory time, and bereavement leave. Kelly time will not be accumulated while on disability.

6. Time off will be deducted in accordance with the number of hours the officer was scheduled to work on a given tour of duty. "Kelly Hours" cannot be used with any more than an hourly combination of 2 of the following options: vacation, sick leave, personal time, compensatory time and bereavement leave.

7. Officers shall be entitled to sixty (60) minutes of meal time per regular twelve (12) hour shift worked. This meal time shall be permitted to be used by the officer in two (2) separate thirty (30) minute periods due to the length of the shift, subject to supervisor recall.

E. **SHIFT DEFINITION AND FUNCTION:** Day shift shall consist of 7:00 a.m. EDT to 7:00 p.m. EDT. Night shift shall consist of 7:00 p.m. EDT to 7:00 a.m. EDT. These shifts will be worked for a continual cycle of a minimum of two (2) months before officers are rotated to the opposite shift, with the option of an early man as defined in Article 19, Section A.

1. A thirty (30) day notice to the officer is required for any management-initiated schedule change unless some type of emergent circumstances exists as deemed by the Chief of Police.

2. Officers shall be permitted to swap shifts upon their mutual agreement. However, no swaps that require an officer to work in excess of sixteen (16) continuous hours will be permitted.

3. In the event of a shift(s) which are forecasted to fall below the minimum manpower requirements, said shift(s) will be offered as overtime. Officer(s) schedule/ shift(s) will be changed to fill said shortages only if necessary in accordance with prescribed manpower minimums.

F. **CONVERSION OF DAYS TO HOURS:** The following conversion will be applicable only to the members of the Patrol Division while working the Pitman schedule.

1. Vacations: Vacation time shall be converted from "weeks" to "hours" at the rate of forty (40) hours equivalent to one (1) week. Vacation time use shall adhere to the parameters outlined in Article 21.

2. Personal Days: Personal time shall be converted from "days" to "hours" at the rate of eight (8) hours equivalent to one (1) day. Personal time use shall adhere to the

parameters outlined in Article 22.

3. Funeral Leave: Funeral leave shall remain calculated as "days" in accordance with Article 25. With regard to the Pitman Schedule, one (1) day will be equivalent to twelve (12) hours.

4. Terminal Leave: Terminal leave time shall be converted from "days" to "hours" at the rate of eight (8) hours equivalent to one (1) day. Terminal leave use shall adhere to the parameters outlined in Article 31.

5. Sick Leave: Sick leave time shall be converted from "days" to "hours" at the rate of eight (8) hours equivalent to one (1) day. Sick leave use shall adhere to the parameters outlined in Article 34. Sick time will be accumulated at a rate of eight (8) hours per month.

G. USE OF "KELLY HOURS":

1. Only twelve (12) Kelly Hours may be carried over from one year to the following year. This is a result of the accrual of four (4) hours of Kelly time during the final Pitman Cycle of the year. All other Kelly Hours shall be utilized by officers during the year wherein they accrued with the following exceptions:

a. Officers who are unavailable to take accrued Kelly Hours as a result of workmen's compensation, military leave, will be permitted to carry Kelly Hours until their return to duty. Upon their return to duty, affected officers shall be required to use accrued Kelly Hours within the first ninety (90) days of their return, or the equivalent of the accrued hours as converted to days at the rate of twelve (12) hours per day, with regard to whichever is greater.

b. The Township retains the right to compensate employees who accrue in excess of eight (8) Kelly Hours in adherence to Section (a) at the officer's applicable overtime rate at the time that the hours were accrued.

2. It is incumbent upon officers to ensure their use of Kelly Hours within the annum during which the hours are accrued. Officers who maintain an excess of eighty (80) Kelly Hours that remain unscheduled for use may be directed to schedule use of the time by their supervisor(s) unless an emergent situation exists.

3. Use of Kelly Hours may be denied where the use thereof will create overtime, with the exception of its combination with other previously annotated types of leave.

4. Effective January 1, 2017 Superior Officers may carry up to twelve (12) hours of Kelly time from the preceding year to the subsequent year.

H **TEMPORARY ASSIGNMENTS:**

1. Officers regularly assigned to the Patrol Division who are assigned temporarily to specialized units or administrative detail in excess of two (2) weeks in duration, will not accrue any Kelly Hours during said period of assignment, unless assigned to work twelve (12) hour shifts.
2. Officers on special assignments shall be permitted use of accrued Kelly time.
3. Officers assigned to a training course less than two weeks in duration shall be excused from their regularly scheduled tour of duty to attend the training course(s). In the event that a training course is scheduled during days that the officer is not normally scheduled to work, the officer shall be given an equal number of days off of regular duty in compensation or compensated at one and one-half his normal rate.

I. **STANDBY OVERTIME AND STAFFING:**

1. **Standby List:** For the purpose of quickly filling shifts that may fall below minimum manpower, the Department will create a "standby" list. The standby list will be posted at the supervisor's desk and will annotate all shifts that have fallen to minimum manpower. Next to each shift, spaces will be provided for two officers to place their badge number. In the event that the shift falls below minimum manpower, officers on the standby list will be contacted, by seniority, to fill the shift for overtime. List to be put in POSS as a Standby List for overtime.
2. **Overtime Shift:** When it becomes necessary for officer(s) to work overtime to fill a shortage of manpower on a shift, and the standby list system referred to above in paragraph (a)(1) has not resolved the particular manpower shortage, the following procedures shall be followed:
 - a. On-duty officers will be notified of the shortage and permitted to attempt to make arrangements to split the shift with another officer(s).
 - b. In the instance that no officer can be located to fill the shift, an officer on the previous shift will be held a maximum of four (4) hours. Commensurately, an officer from the following shift shall not be ordered in to fill any more than four (4) consecutive hours of overtime immediately prior to his regularly scheduled shift.
3. **Staffing:**
 - a. Officers acknowledge that it is incumbent upon them to be available for overtime and will avail themselves as often as possible.

J. SCHEDULING REVIEW COMMITTEE:

1. The SOA President shall create a schedule committee of four (4) members, consisting of two (2) PBA members and two (2) SOA members assigned to the Patrol Division over which he or his Executive Board designee will preside as Chairman. The purpose of this committee will be to work with management to address any unforeseen problems created by the implementation of the Pitman schedule and to suggest solutions to said problems.

2. Mutually-agreeable solutions between the SOA may be implemented as an alteration, deletion or addition to this Article and will be considered binding.

3. The SOA scheduling committee shall meet with the Chief of Police after six (6) months from the date of implementation for the purpose of identifying and addressing any concerns and for the purpose of evaluating the Pitman schedule's effectiveness.

4. In the first year of the "12-hour Pitman Schedule" the SOA scheduling committee and the Chief of Police shall meet after the 4th month, the 8th month and after one (1) year to review and evaluate this schedule and after that as then needed by the Chief of Police.

5. Either party/side shall give notice no later than sixty (60) days prior to the end of the first year to cancel the Pitman twelve (12) hour schedule and make every effort to come up with a mutually agreed upon schedule.

6. If mutual agreement is not achieved the Township may revert to a schedule in accordance with the requirements of Article XVIII in the 2004-2006 Collective Bargaining Agreement.

ARTICLE XX

HOLIDAYS

A. Officers promoted to the SOA after January 1, 2017 shall have the following available holidays as described below:

New Year's Day	President's Day
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	General Election Day
Veteran's Day	Thanksgiving Day
Christmas Day	Martin Luther King's Birthday

A day in the week of each Individual Employee's Birthday

The equivalent of six (6) days or forty-two (42) hours of pay will be added to the base pay of the employee. The remaining seven (7) days or fifty-six (56) hours can be taken as time off throughout the year subject to the normal time-off protocols. The scheduling of such days shall be at the discretion of the Chief of Police or his/her designee.

B. Officers who were members of the SOA on or before January 1, 2017 shall be entitled to the following thirteen (13) holidays, paid at eight (8) hours (holiday pay shall be paid for 104 hours) straight time:

New Year's Day	President's Day
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	General Election Day
Veteran's Day	Thanksgiving Day
Christmas Day	Martin Luther King's Birthday

A day in the week of each Individual Employee's Birthday

C. Holiday pay shall be included into the employee's base salary for the purposes of pension contribution. The holiday pay shall be paid as part of the normal regular periodic paychecks. This holiday pay shall not, however, be used for the calculation of the following years base salary.

D. Overtime rates shall include holiday pay.

ARTICLE XXI

VACATIONS

A. Annual Allocation:

1. Employees covered by this Agreement hired on or before January 1, 2012 who have had the length of continuous employment specified in the Table of Anniversary Dates following, shall be entitled to the working time shown as a vacation with pay, at the Employee's regular rate of pay:

Second through fifth year	Two (2) Weeks
Sixth through tenth year	Three (3) Weeks
Eleventh through fifteenth year	Four (4) Weeks
Sixteenth year and over	Five (5) Weeks

2. Employees hired after January 1, 2012 shall be entitled to the following vacation days at the Employee's regular rate of pay:

Second through fifth year	Two (2) Weeks
Sixth through tenth year	Three (3) Weeks
Eleventh and over	Four (4) Weeks

B. All vacation time shall be taken during the calendar year and shall not be cumulative, deferrable, nor compensable in any other manner except in the two following situations and only to the extent stated therein:

1. Once an employee applies for retirement and such retirement is approved by the municipality and appropriate officials of the Police Fire Retirement System and/or Division of Pension and Benefits and an effective date for that retirement has been established by the employee and those other appropriate officials, the employee may, for the unused vacation time by the end of the calendar year preceding the effective date, carry over such days into the calendar year he will retire. However, any costs which the Township may occasion by the employee opting to do so, will be borne by the employee and will be deducted from his final pay.

2. If an employee is on an approved leave due to work related injury and because of this cannot use vacation time in a calendar year, then the time not utilized may be carried to the following year as compensatory time and the employee will have 90 days in which to use such. If such days are not used in that time period, they will not be deferrable or compensable in any manner.

3. Effective January 1, 2017 employees will be permitted to carryover up to five (5) vacation days from the prior year. The days carried over must be used in the next calendar year or they will be forfeited. For employees hired on or after May 21, 2010, those employees shall only be permitted to carryover subject to the applicable law (See the reasons set forth in N.J.S.A. 40A:9-10.5).

C. Effective January 1, 2017 Officers who retire prior to July 1st in their retirement year shall only receive fifty (50%) percent of their vacation time allotment for the year. Officers retiring after July 1st in their retirement year shall receive all of their allotment of vacation time for the year. Officers hired after the effective date of this Agreement shall receive prorated vacation time for the year of their retirement based on the date they retire.

ARTICLE XXII
PERSONAL DAYS

A. Employees covered by this Agreement hired on or before January 1, 2012 shall be entitled to take up to five (5) days off per year, with pay, so as to conduct those personal matters which can only be conducted on regular business days. Only one (1) of the five (5) personal days shall be charged against the Employee's accumulated sick leave. Employees hired after January 1, 2012 shall be entitled to four (4) personal days. Only one (1) of the four (4) personal days shall be charged against the Employee's accumulated sick leave.

1. The election of days to be taken shall be subject to the advanced approval of the Chief of Police.

B. All requests for personal days shall be submitted, in writing, to the Chief of Police through the normal chain of command no less than one (1) working day prior to the requested time off.

1. The Chief of Police may waive the one (1) day requirement, at his discretion, in an emergent situation.

C. Personal days are to be converted to hours at the rate of 8 hours per day and may be taken as one (1) day up to the maximum allotment. Personal days may also be taken in 1 hour increments upon the approval of the Chief of Police or his/her designee.

D. Personal days shall not accumulate from year to year, except if an Employee is out of work on a work-related injury and/or workmen's compensation, and is unable to use his allotted vacation and personal days, then the personal days will be carried over and the employee will have 90 days in which to use such. If such days are not used in that time period, they will not be deferrable or compensable in any manner.

ARTICLE XXIII

JURY DUTY

A. It is the public policy of this Township to encourage Township Employees to perform all their duties and responsibilities of citizenship and accordingly, if any Township Employee is legally selected for Jury Duty, every effort shall be made to enable such Employee to serve as a juror.

B. To the end that Department Heads and the Township Government shall use every reasonable endeavor to aid such Employee in performing Jury Duty, each Employee shall be paid for time served as a Juror in such amount as will compensate the Employee for any loss sustained by the Employee, being the difference between the amount of salary and Juror's compensation for the days required in service as a Juror.

ARTICLE XXIV
LEAVES OF ABSENCE

Leaves of absence, without pay, may be requested by any Employee who shall submit, in writing, all facts bearing on the request to the Chief of Police through the normal chain of command, who will append his recommendation and forward the request to the Township Administrator. Each case shall be considered on its merit and without establishing a precedent.

ARTICLE XXV

FUNERAL LEAVE

A. Every Employee shall be granted leave, with pay, upon the death of a member of his family. Such leave shall be from the day of death up to and including the day of burial, but not to exceed three (3) days. If extenuating circumstances exists, such as travel, additional time can be provided up to five (5) additional days, to be deducted from the employee's sick leave bank. This is subject to the prior approval of the Chief of Police.

B. Family shall include: spouse, children, parents, brothers, sisters, and grandparents; spouse's parents, grandparents, brothers or sisters; or the death of a relative who resides with the Employee or with whom the Employee resides.

C. In the event of the death of an uncle, aunt, niece or nephew, an employee shall be granted one day's leave with pay.

ARTICLE XXVI

SALARIES

A. Supervisor Mini Steps:

1. SOA Members Hired on or Before September 28, 2016:

Effective and retroactive to January 1, 2021, upon completion of fifteen (15) years of employment, and reaching the 8% longevity step, employees shall receive a 0.25% increase added to salary for each year they have served in their current rank, with a maximum increase of 2%. Any time spent in the rank in a given year will entitle the SOA member to the 0.25% increase for that year. The 0.25% increase shall be credited for each year the employee has served in their current rank and will be added to base salary on the date the employee reaches 8% longevity. Additional increases of 0.25% shall become part of the base salary on each January 1 after the employee reaches 8% longevity, subject to the maximum of 2%. If an employee is promoted to a higher rank after obtaining 8% longevity, they will begin to accumulate 0.25% added to the base salary on every January 1 after promotion, subject to the maximum of 2%. Mini steps will be calculated in the same manner as longevity.

2. SOA Members Hired After September 28, 2016:

Upon the completion of nineteen (19) years of employment, and reaching the 8% longevity step, employees shall receive a 0.25% increase added to salary for each year they have served in their current rank, with a maximum increase of 2%. Any time spent in the rank in a given year will entitle the SOA member to the 0.25% increase for that year. The 0.25% increase shall be credited for each year the employee has served in their current rank and will be added to base salary on the date the employee reaches 8% longevity. Additional increases of 0.25% shall become part of the base salary on each January 1 after the employee reaches 8% longevity, subject to the maximum of 2%. If an employee is promoted to a higher rank after obtaining 8% longevity, they will begin to accumulate 0.25% added to the base salary on every January 1 after promotion, subject to the 2% maximum. Mini steps will be calculated in the same manner as longevity.

*Employees who are not part of the SOA bargaining unit on or after December 31, 2025 shall not be eligible for the receipt of Supervisor Mini Steps. Supervisor Mini Steps are only afforded to employees promoted and within the SOA bargaining unit prior to December 31, 2025.

B. Credit Time in Rank:

1. Employees with five (5) years in the SOA shall have \$1,000.00 added to base salary. This will be retroactive to January 1, 2021.
2. Employees with ten (10) years in the SOA shall have an additional \$1,000.00 added to base salary for a maximum of \$2,000.00. This will be retroactive to January 1, 2021.

*Employees who are not part of the SOA bargaining unit on or after December 31, 2025 shall not be eligible for Credit Time in Rank. Credit Time in Rank is only afforded to employees promoted and within the SOA bargaining unit prior to December 31, 2025.

C. Salary increases during the term of this Agreement shall be as follows:

1. July 1, 2021 – 2.0%, retroactive to July 1, 2021
2. January 1, 2022 – 1.0%
July 1, 2022 – 1.75%
3. January 1, 2023 – 1.25%
July 1, 2023 – 1.25%
4. January 1, 2024 – 1.25%
July 1, 2024 – 1.0%
5. January 1, 2025 – 1.25%
July 1, 2025 – 1.0%

D. No SOA member shall suffer a reduction in current compensation as a result of this Agreement.

E. The annual base salary for each of the classifications shown shall be as set forth in this Article. All permanent full-time Employees, as defined in this Agreement, shall be paid on the basis of an annual salary. For the purposes of computing overtime, holiday pay, longevity, supervisor prep time, supervisor mini steps, credit time in rank and any other benefits determined and based upon an hourly rate, the hourly rate set forth in this Article shall be used for such computations.

In the computation of retirement contributions, those amounts paid to the individual employee for longevity under Article XXVIII, for college credits under Article XXXII, supervisor prep time under Article XXXVIII, holiday pay under Article XX, credit time in rank, and supervisor mini steps should be included in the base pay of each Employee.

F. The following salary differentials will be established and maintained for the years 2021, 2022, 2023, 2024 and 2025 and as listed in the table provided as Appendix A.

7.50% between Captain and Lieutenant

15.0% between Lieutenant and Sergeant

7.50% between Sergeant and Detective 13th Grade

G. Effective January 1, 2017 employees shall receive twenty-four (24) pays per year with said pay days on the fifteenth (15th) and the last day of the month. When the fifteenth (15th) or the last day of the month falls on a weekend or holiday, employees shall be paid on the closest preceding business day.

H. Effective January 1, 2017 all employees shall be required to utilize direct deposit for payroll purposes.

ARTICLE XXVII

TEMPORARY PROMOTIONS

A. Whenever a SOA Member is assigned, in writing, under the authority of the Chief of Police to a higher classification involving and performing higher responsibilities, said SOA Member shall be paid at the hourly rate of said classification.

ARTICLE XXVIII
LONGEVITY

A. Each employee shall be paid, in addition to his current annual base salary, a longevity increment based upon his years of continuing employment in the Police Department of Wall Township, in accordance with the following table of anniversary dates:

1. For those employees hired on or after September 1, 1998, the following longevity schedule will apply:

a.	After six (6) years of employment	2%
b.	After eight (8) years of employment	4%
c.	After ten (10) years of employment	6%
d.	After fifteen (15) years of employment	8%

2. The longevity schedule for employees hired after September 28, 2016 shall be as follows:

a.	Upon completion of ten (10) years	3%
b.	Upon completion of fifteen (15) years	5%
c.	Upon completion of seventeen (17) years	7%
d.	Upon completion of nineteen (19) years	8%

B. Each employee shall be paid, in addition to his current annual wage, longevity increments which shall be added into the employee's base salary, based upon his years of continuous employment with the Wall Township Police Department in accordance with the schedule herein provided. An employee's salary inclusive of holidays, and supervisor prep time shall be included in the calculation of longevity. Those promoted in or prior to December 31, 2016 shall receive 128 hours of paid holidays and paid supervisor prep time and those promoted after January 1, 2017 shall receive 72 hours of paid holidays and paid supervisor prep time.

Each Officer shall qualify for his longevity increment on the date of the anniversary of his employment, and such increment shall be paid from, and after such date, and become part of the regular base pay.

C. Employees who were afforded a 10% longevity payment in calendar year 2021 shall be required to provide the Township a two percent (2%) credit for the monies owed back to the

Township. This credit will ultimately be offset by the Supervisor Mini Steps afforded retroactively in 2021. No SOA member shall be required to make any monetary payment to the Township, but may be required to reimburse supervisory prep time used in 2021.

D. No SOA unit member shall suffer a reduction in current compensation as a result of this Agreement.

ARTICLE XXIX

PENSIONS

A. The Township shall continue to make contributions as heretofore to provide pension and retirement benefits to Employees covered by this Agreement under the Police and Firemen's Retirement System pursuant to the provisions of the Statutes and Laws of the State of New Jersey.

ARTICLE XXX
INSURANCE BENEFITS

A. Retiree Health Benefits

1. Employees Hired before January 1, 2012:

- Employees hired before January 1, 2012 who retire after twenty-five (25) years of pensionable service and are eligible for retirement under the PFRS, shall be provided retiree health insurance for themselves and their dependents, which shall include hospital, surgical, medical, and prescription. Upon retirement, employees will be afforded Plan 1 hospital, surgical, medical at their option and retiree prescription coverage set forth in subsection N. The Plan 1 afforded to retirees shall be as set forth in Appendix B.
- Employees hired before January 1, 2012 shall be entitled to retiree medical coverage (Plan 1, including dependents), at no cost to the retiree, if awarded an accidental disability retirement from the PFRS if disabled as a result of being injured in the line of duty. Upon retirement, retirees will be afforded Plan 1 hospital, surgical, and medical at their option and retiree prescription coverage set forth in subsection N. The Plan 1 afforded to retirees shall be as set forth in Appendix B.
- Employees who did not attain twenty (20) years of pensionable service on or before June 28, 2011 shall contribute towards their retiree health benefits (which will include hospital, surgical, medical, and prescription) as follows:
 - a. SOA members who retire in 2021 shall be required to pay a contribution of 3.5% of the total cost of the retiree health benefits coverage. The cost of retiree health benefits coverage shall be frozen upon the retiree's 55th birthday and the contribution by the retiree shall not increase, however if the cost of retiree health benefits coverage decreases, the contribution will decrease accordingly.
 - b. SOA members who retire in 2022 shall be required to pay a

contribution of 7.0% of the total cost of the retiree health benefits coverage. The cost of retiree health benefits coverage shall be frozen upon the retiree's 55th birthday and the contribution by the retiree shall not increase, however if the cost of retiree health benefits coverage decreases, the contribution will decrease accordingly.

- c. SOA members who retire in 2023 shall be required to pay a contribution of 10.5% of the total cost of the retiree health benefits coverage. The cost of retiree health benefits coverage shall be frozen upon the retiree's 55th birthday and the contribution by the retiree shall not increase, however if the cost of retiree health benefits coverage decreases, the contribution will decrease accordingly.
- d. SOA members who retire in 2024 shall be required to pay a contribution of 14% of the total cost of the retiree health benefits coverage. The cost of retiree health benefits coverage shall be frozen upon the retiree's 55th birthday and the contribution by the retiree shall not increase, however if the cost of retiree health benefits coverage decreases, the contribution will decrease accordingly.
- e. SOA members who retire in 2025 and thereafter shall be required to pay a contribution of 17.5% of the total cost of the retiree health benefits coverage. The cost of retiree health benefits coverage shall be frozen upon the retiree's 55th birthday and the contribution by the retiree shall not increase, however if the cost of retiree health benefits coverage decreases, the contribution will decrease accordingly.

2. Employees Hired on or after January 1, 2012:

- Employees hired on or after January 1, 2012 who retire with twenty-five (25) years of pensionable service and are eligible for retirement under the PFRS shall be provided single coverage medical benefits, but afforded the ability to buy up to Retiree/Spouse or Retiree/Child

until their 55th birthday at their sole cost. Upon their 55th birthday, the retiree shall not have to pay any additional cost to have Retiree/Spouse or Retiree/Child. Upon retirement, retirees will be afforded Plan 1 hospital, surgical, and medical at their option and retiree prescription coverage set forth in subsection N. The Plan 1 afforded to retirees shall be as set forth in Appendix B.

- Employees hired on or after January 1, 2012 shall be entitled to retiree medical coverage (Plan 1, including dependents), at no cost to the retiree, if awarded an accidental disability retirement from the PFRS if disabled as a result of being injured in the line of duty. Upon retirement, retirees will be afforded Plan 1 hospital, surgical, and medical at their option and retiree prescription coverage set forth in subsection N. The Plan 1 afforded to retirees shall be as set forth in Appendix B.
- Employees who did not attain twenty (20) years of pensionable service on or before June 28, 2011 shall contribute towards their retiree health benefits (which will include hospital, surgical, medical, and prescription) as follows:
 - a. SOA members who retire in 2021 shall be required to pay a contribution of 3.5% of the total cost of the retiree health benefits coverage. The cost of retiree health benefits coverage shall be frozen upon the retiree's 55th birthday and the contribution by the retiree shall not increase, however if the cost of retiree health benefits coverage decreases, the contribution will decrease accordingly.
 - b. SOA members who retire in 2022 shall be required to pay a contribution of 7.0% of the total cost of the retiree health benefits coverage. The cost of retiree health benefits coverage shall be frozen upon the retiree's 55th birthday and the contribution by the retiree shall not increase, however if the cost of retiree health benefits coverage decreases, the contribution will decrease accordingly.

- c. SOA members who retire in 2023 shall be required to pay a contribution of 10.5% of the total cost of the retiree health benefits coverage. The cost of retiree health benefits coverage shall be frozen upon the retiree's 55th birthday and the contribution by the retiree shall not increase, however if the cost of retiree health benefits coverage decreases, the contribution will decrease accordingly.
 - d. SOA members who retire in 2024 shall be required to pay a contribution of 14% of the total cost of the retiree health benefits coverage. The cost of retiree health benefits coverage shall be frozen upon the retiree's 55th birthday and the contribution by the retiree shall not increase, however if the cost of retiree health benefits coverage decreases, the contribution will decrease accordingly.
 - e. SOA members who retire in 2025 and thereafter shall be required to pay a contribution of 17.5% of the total cost of the retiree health benefits coverage. The cost of retiree health benefits coverage shall be frozen upon the retiree's 55th birthday and the contribution by the retiree shall not increase, however if the cost of retiree health benefits coverage decreases, the contribution will decrease accordingly.
3. Employees Promoted into the SOA Bargaining Unit on or after December 15, 2021:
- Employees promoted into the SOA bargaining unit on or after December 15, 2021 who retire after twenty-five (25) years of pensionable service and are eligible for retirement under the PFRS shall be provided single coverage only, or coverage aligned with the level (single, parent/child, employee/spouse, family, etc.) of coverage afforded to PBA unit members in retirement.¹ Upon retirement, retirees will be afforded Plan 1 hospital, surgical, medical at their

¹ Any employee who is promoted into the SOA bargaining unit on or after December 15, 2021 but is hired prior to January 1, 2012 shall be afforded family coverage in retirement. However, the employee shall still be subject to retiree health benefit contributions at the Year 4 rates set forth in Chapter 78, P.L. 2011, or an amount that shall not exceed the contribution negotiated by the PBA.

option and retiree prescription coverage set forth in subsection N. The Plan 1 afforded to retirees shall be as set forth in Appendix B.

- Employees promoted into the SOA bargaining unit on or after December 15, 2021 shall be entitled to retiree medical coverage (Plan 1, including dependents), at no cost to the retiree, if awarded an accidental disability retirement from the PFRS if disabled as a result of being injured in the line of duty. Upon retirement, retirees will be afforded Plan 1 hospital, surgical, and medical at their option and retiree prescription coverage set forth in subsection N. The Plan 1 afforded to retirees shall be as set forth in Appendix B.
- Employees who did not attain twenty (20) years of pensionable service on or before June 28, 2011 shall contribute towards their retiree health benefits at the Year 4 rates set forth in Chapter 78, P.L. 2011, or an amount that shall not exceed the contribution negotiated by the PBA.

B. The benefits provided in this Article shall not terminate upon the employment by any other organization or person after the Employee is retired from the Township of Wall Police Department, unless that Employee is covered with the same or similar insurance by a future employer, but they shall terminate upon reaching the age of eligibility for Medicare or Medicaid whichever occurs first.

1. If an Employee is retired for a disability incurred while in the line of duty, such benefits shall not terminate upon attaining the age of eligibility for Medicare and/or Medicaid.

C. The cost of Medicaid and/or Medicare shall be borne by the retired Employee.

D. The Township will continue to provide to the Employee hospitalization, surgical and major medical insurance coverage with benefit levels at least equal to those presently in existence, including the spouse and dependent children up to twenty-six (26) years of age (children are removed December 31 of year they turn 26). All active employees shall contribute towards their health benefits at the Year 4 rates set forth in Chapter 78, P.L. 2011.

On January 1, 2022, or when available as determined by the Township, active employees will be placed on Plan 2 health benefits. Active employees will be afforded the option to buy up to

Plan 1 at their sole cost. Buy up payment is the difference between the overall cost of Plan 1 and Plan 2. In the event an active employee buys up, the active employee shall pay for the difference in overall cost between Plan 1 and Plan 2 and in addition to the health benefits contributions associated with Plan 2. Benefit provisions, co-pays, deductibles, coinsurance, maximums, and other benefits are set forth in Appendix B.

E. Retirees shall be subject to the Plan 1 copayments, deductibles, out-of-pocket expenses and etc. as outlined in Appendix B.

F. The Township reserves the right to select the insurance carrier and/or networks for said Plan, provided the benefits package and benefits are equivalent or are better than those in existence in the current plan. Any modifications to active employees, current retirees, and future retirees health benefits and their levels remain negotiable during negotiations for a successor agreement.

G. Each full-time Employee with ninety (90) days service shall be enrolled in the Temporary Disability Insurance Plan maintained and paid on a non-contributory basis by the Township. The benefit shall terminate upon the Employee's separation from Township service.

1. Any Employee on sick leave and receiving his normal compensation who, in addition qualifies for disability insurance payments shall be entitled during the period he is receiving disability payments to only that portion of his regular salary which, with the disability payments, equals his regular weekly salary.
2. Absence from work resulting from disability not incurred in the course of employment with the Township shall be charged against the Employee's accumulated sick leave, but only to that portion of his regular salary not paid by the disability insurance.

H. The Township shall provide an auxiliary package of insurance coverage including dental insurance, prescription eyeglass insurance and prescription drug coverage. Auxiliary coverage is subject to Chapter 78 contributions.

I. In the event that the Township shall provide in 1992, or make available thereafter, auxiliary insurance coverage to other Township Employees with increased or more comprehensive benefits than those provided herein, the increased or more comprehensive benefits shall also be made available to the Employees covered by this Agreement.

J. The Township will allow all future retired Employees to purchase prescription coverage in accordance with Article XXX, at the Group Rate cost to the Township. All employees who retire on or after July 1, 2022 (or employees that retired prior to that date at their choosing) shall be provided a retiree prescription plan, at no additional cost, other than the required retiree health

benefit contributions set forth above, if applicable. In addition, any retiree who chooses to move to the retiree prescription plan and has retired prior to July 1, 2022, shall not be afforded the 80-20 prescription once they enter the retiree prescription plan nor the ability to go back into the 80-20 plan. The co-pays shall be as follows:

- RX Drug – Retail \$10/\$25/\$50
- Mail Order 2X Co-pay (up to 90 days) \$10/\$25/\$50

Further, employees who retire on or after July 1, 2022 shall not have any prescription coverage through Major Medical – 80/20 Plan.

K. The Township retains the right to change Auxiliary Insurance Carriers provided the insurance coverage and benefits are equivalent or are better.

L. The Township agrees to provide reasonable advance notification to the Employees of any change in insurance carriers.

M. For each member of the insured's family, each family member shall have dental coverage of \$1,400.00.

N. Effective July 1, 2017, the Township shall institute a reimbursement program (or another mutually agreed upon mechanism) for employees and shall deposit or provide the following amounts:

- a. Effective July 1, 2017 - individuals \$50.00, 2 or more persons \$100.00 per year.
- b. Effective January 1, 2019- individuals \$125.00, 2 or more persons \$250.00 per year.

O. The funds provided through the Flexible Spending Account or reimbursement program can be used to cover out of pocket co-pays for doctor's visits that exceed the co-pay amounts that were in effect prior to July 1, 2017. There will be no carryover funds in this account from year to year.

P. While this Agreement establishes a maximum benefit level (Plan 2) that the Township must provide to its active employees, with the option to buy up to Plan 1, the SOA also recognizes that the Township has developed two cost-effective plans (Plans 3 and 4) that may be utilized at the employee's option. All four (4) plans for active employees are outlined in Appendix B. The SOA endorses these plans as a proactive step to minimize the cost of health benefits to the employee and the Township. Any savings realized by the Township from the preceding year for all Officers (PBA and SOA) choosing (Plan 4) will be evenly split with all current employees in the subsequent year. Half (50 %) of the savings that is realized by the Township shall be deposited by the Township into a flexible Spending Account for each Officer, for use at their discretion for qualified expenses as prescribed by law. Employees may elect to add funds to their respective FSA(s), up to the statutory

maximum. If the employee elects to deposit funds, the Township deposited funds will be used prior to the individual employee's contributions for all health care costs.

ARTICLE XXXI
TERMINAL LEAVE

- A. An Employee of the Department who retires or is disabled and is eligible for pension under the New Jersey Police and Firemen's Pension System shall be entitled to elect a terminal leave as set forth in Section Two (2) below.
- B. Terminal leave shall be leave with full pay taken immediately preceding an expected date of retirement, whether due to disability or not. The maximum number of paid leave days shall not exceed one hundred twenty-five (125) days and shall be calculated at the rate of one-half (1/2) a day's pay, at the rate of pay in effect at the time when the leave begins, for each full day of unused accumulated sick leave up to a maximum of two hundred fifty (250) unused accumulated sick leave days.
- C. An Employee who shall take a terminal leave pursuant to the provisions of this Article shall not be entitled to collect a lump sum payment for unused accumulated sick leave as provided in this Article; it being the intention of the parties that the benefit of terminal leave is in lieu of any lump sum payment for unused accumulated sick leave and not in addition thereto. For employees hired on or after May 21, 2010, the Township and the SOA agree to comply with N.J.S.A. 40A:9-10.4.
- D. Lump Sum Payment for Accumulated Sick Days - Under separation in good standing from service, or upon death in the line of duty or upon retirement if no terminal leave is taken, each permanent, full-time Employee, or his widow, or his next of kin as the case may be, shall be entitled to one-half (1/2) day's pay, at the rate of pay in effect at the time of separation, death or retirement, for each full day of unused accumulated sick leave, up to a maximum of two hundred fifty (250) days for unused accumulated sick leave in a lump sum payment payable at the time of separation, death, or retirement. Payment is to be made to either the employee, or his widow, or next of kin as whatever the case may be. Employees hired on or after May 21, 2010 shall be subject to applicable law (currently \$15,000 upon retirement). In the event of an in-the-line-of-duty death, payment for unused sick time shall be paid day for day for the pay rate in effect at the time of death. Payment will be directed to beneficiaries as listed with PFRS.
- E. Once an employee begins the terminal leave process he or she will not earn or accrue any additional vacation/personal/sick leave or benefit time.

F. Any payment, including the total sum, shall be in accordance with applicable New Jersey statutes and regulations.

ARTICLE XXXII

EDUCATION INCENTIVE PAY

A. Superior Officers shall be granted time off with pay to complete course work towards obtaining a Master's Degree. Officers shall be granted up to fifty (50) hours per semester for the purpose of attending courses taken towards a Master's Degree. Such coursework must be approved in advance. Further, the Township will have the right to verify attendance at all courses for which paid time off is sought. All course work must be completed no later than an officer's twentieth (20th) year of employment in order to qualify for this benefit.

ARTICLE XXXIII

IN-SERVICE TRAINING

- A. The Chief of Police may, at his discretion and upon the approval of the Township Administrator, permit time off without loss of pay for Employee to attend courses of instruction and training with necessary tuition and costs to be paid by the Township at institutions of learning as may be recommended by the Chief of Police and approved by the Township Administrator.
- B. Pursuant to procedures in Paragraph A, if a member goes to school overnight, the Township will pay up to \$50.00 per day for food and also pay for lodging. Receipts will be submitted to the Township and are a prerequisite for reimbursement.
- C. Three (3) one (1) hour periods during each week are permitted to be devoted by the employee to physical fitness training. Each of these one (1) hour periods shall occur during the normal course of the employee working day, subject to regulations and/or procedures to be established by the Chief of Police.

ARTICLE XXXIV

SICK LEAVE

- A. Sick Leave, with pay, shall be credited to each permanent, full-time Employee on the basis of one (1) day per month of continuous service with no maximum limit and commencing from January 1, 1969 or date of employment, whichever is later. Any Employee shall be permitted to use sick leave for their own illness or injury or illness or injury of any household member.
- B. In all cases of reported illness or disability, the Township reserves the right to have a physician, designated by the Township, examine and report on the condition of the patient- employee to the Chief of Police and the Township Administrator.
- C. When the absence on account of illness or disability does not exceed three (3) days, normally, the Employee's statement of the cause will be accepted without supporting statement from his attending physician, although the Township may have an Employee examined by a licensed physician at any time if it elects to do so. The Township also reserves the right to waive this requirement or to require the Employee to be examined by a physician designated by the Township and to have the Employee certified as fit for duty before the Employee returns to work.
- D. During the protracted period of illness or disability, the Township may require interim reports on the condition of the patient-employee at weekly or biweekly period from the attending physician and/or a physician designated by the Township. When under medical care, Employees are expected to conform to the instruction of the attending physician if they wish to qualify for salary payment during such period of illness or disability.
- E. The Township Clerk will receive record cards for each Employee upon which he/she will record the total Sick Leave. All absences will be maintained upon these cards and all Sick Leave earned and consumed or used for each completed continuous service year will be shown on this record. Employees having exhausted all their Sick Leave will not receive any further Sick Leave or compensation in lieu thereof until same has been accumulated and earned by the Employee's subsequent service.
- F. Where Employees have left the Township's employ and subsequently are re- employed, the date of re-employment is to be used as the Employee's service date with the Township for the purposes of crediting Sick Leave.
- G. Sick Leave may be allowed for ordinary dental care and for the services of an oculist for normal eye care when such professional services are not readily available outside of work hours.
- H. An Employee who is certified as absent on account of a disability or accident caused in the

usual hours of his employment and directly in the line of duty, shall not have such absence charged against his Sick Leave.

I. An employee who is out of work due to an injury which occurred while the employee was on duty, shall accumulate sick leave in the manner described in Section A herein.

J. Nothing contained herein shall be considered to be in derogation of, or restrictive of any Statute now in effect limiting the period during which Municipal Employees may be compensated for leave on account of disability or of illness; such as R.S. 40:11-8 and 40: 11-9 pertaining to the police Department, but these provisions are to be construed and administered in conjunction therewith.

K. If an Employee has a non-work related injury (i.e. not covered by workers' compensation), and if the Employee is totally absent from work, after using all of his or her sick days, personal days, vacation days, and compensatory time, for twelve (12) consecutive months, then the Employee may be terminated. (Example: If an Employee has a non-work related injury, and uses all the accumulated leave time for the Employee, and then the Employee is absent from work for twelve (12) consecutive months, then the Employee may be terminated.)

1. Maternity Leave - The provisions given in the Wall Township PBA Local 234 Contract, Article XXXIII, paragraphs J(1) through 7(b) shall be adhered to.

L. Effective January 1, 2017, Superior Officers will be eligible for an attendance incentive program. Superior Officers who utilize no sick days for a six (6) month period (January 1 through June 30th and July 1 through Dec. 31st) shall receive an additional eight (8) hours of personal time to be scheduled and used subject to the approval of the Chief of Police or his/her designee. Such additional personal time may carry over into the next year only. Such earned incentive time shall be utilized in time off only. There shall be no monetary value to any earned incentive time that has gone unused at the time of separation (retirement, resignation, etc.). Effective January 1, 2021, attendance incentive time shall be increased to twelve (12) hours of personal time for each six (6) month period where no sick time is utilized. If an SOA member uses no sick time for the year, he or she will be afforded an additional eight (8) hours of personal time.

ARTICLE XXXV

PHYSICAL EXAMINATIONS

A. The Township agrees to provide physical examinations at no cost to the Employee for every member that is thirty-five (35) years or older. All physicals will be conducted during the months of September or October of each year.

B. The Chief, or his designate, shall notify all such employees in writing of the requirement for a physical examination and shall provide the employee with the name of the Township physician and two other approved medical practitioners. The employee shall choose which physician of the three he prefers for the examination and shall make an appointment for such examination within 30 days. Should the employee fail to do so, he will be scheduled for an appointment with the Township physician and shall attend such appointment.

1. The appointment for physical examinations shall be scheduled while the Employee is on duty.

C. The Township Physician shall examine those Employees of the Police Department in accordance with the Schedule of appointment as established by the Chief of Police. The Township may fund, pay for, or through the Township insurance provide for these medical examinations.

D. Upon completion of such examinations, the Township Physician shall prepare and submit a report, in writing, including such recommendations as he deems appropriate in the best interests of each Employee. The original and two copies of the report shall be distributed as follows:

1. Original: Chief of Police - Employee's Personnel File
2. Copy: Employee's Personnel File
3. Copy: Employees Personal Physician

ARTICLE XXXVI
LIFE INSURANCE

DELETED

ARTICLE XXXVII

FALSE ARREST AND LIABILITY INSURANCE

A. The Township shall procure, maintain, and provide for all full-time, permanent Employees of the Police Department professional liability insurance coverage, at no expense to the Employee, to include libel, slander, defamation, or violation of right of privacy, occupancy, or false arrest, detention or imprisonment, or malicious prosecution and assault and battery.

1. Such insurance limits shall be One Hundred Thousand Dollars (\$100,000.00) per person; Three Hundred Thousand Dollars (\$300,000.00) per occurrence; and Five Hundred Thousand Dollars (\$500,000.00) aggregate.

B. That since it is against public policy, insurance cannot be obtained for punitive damages, the Township shall not be obligated to provide insurance coverage for punitive claims, nor shall the Township be obligated to pay or indemnify any Employee for any judgment rendered against the Employee for punitive damages.

C. The Employee may pick the attorney of his choice at the discretion of the Township's Insurance Carrier.

ARTICLE XXXVIII
SUPERVISORY TIME

Superior Officer Prep Time

It is recognized that it is necessary for superior officers to be prepared for an effective and efficient transition between shifts. The time spent pre- and post- shift is commonly known as Supervisor Prep Time. In full compensation for such Supervisor Prep Time, each superior officer shall receive sixteen (16) hours of leave time per year. In addition, effective January 1, 2017, the equivalent of eight (8) hours of pay shall be added to the employee base salary and paid as part of the normal periodic pay checks, for the purpose of pension contributions. The calculation of (8) hours will be consistent with holiday pay calculations, including but not limited to overtime rate and pension contributions.

Effective January 1, 2021, the sixteen (16) hours of leave time for the supervisor prep will be added to base salary for a total of twenty-four (24) hours of paid supervisor prep time. Thereafter, there shall be zero (0) leave time afforded for supervisor prep time. The supervisor prep time added to base salary shall be consistent with holiday pay calculations, including but not limited to overtime rate and pension contributions and included in the calculation of longevity, effective January 1, 2021.

Any supervisor prep time utilized in 2021 by SOA members shall be reimbursed to the Township from each SOA unit member's accrued time banks, however it shall not be taken from sick time. The determination of which time bank, other than sick time, the reimbursement is made from shall be at the discretion of the SOA unit member.

ARTICLE XXXIX
SAVINGS CLAUSE

- A. It is understood and agreed that if any provisions of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.
- B. If any such provisions are so invalid, the Township and the SOA shall meet, forthwith, for the purpose of negotiating changes made by the application of the law.

ARTICLE XL

DURATION

A. If negotiations have not concluded prior to the termination of this Agreement, or if negotiations have not been conducted as set forth in the Collective Bargaining Procedure in this Agreement, this Agreement shall remain in effect during any negotiations until such time as a mutually accepted Agreement has been signed, or a ruling has been rendered by Binding Arbitration.

B. This Agreement shall be in effect as of, and retroactive to January 1, 2021, up to and including December 31, 2025, unless otherwise specifically provided in this Agreement.

ARTICLE XLI
GRADES AND RANKS

A. The Township shall issue a complete list of requirements necessary for the advancement of employees through Grades and Ranks of the Police Department. Such list shall show all prerequisites for advancement through Grades and Ranks and shall include references to present ordinances adopted regarding advancement in Grades and Ranks.

1. Such list shall contain the requirement of "merit" with an express definition thereof.

B. The Township agrees to issue such list of requirements within two (2) months after the signing of this Agreement, and agrees not to change, delete, or add requirements to the list within six (6) months prior to the promotional procedure to advance any Employee in Grade or Rank;

1. In the event that the Township, or its designee, changes, deletes, or adds requirements to the list, the Township shall notify the SOA President a minimum of sixty (60) days prior to the adoption of the changes, deletions, or additions, and the SOA President shall have the right to consult with the Township or its designee, in regard to the proposed changes.

C. The Township agrees that Grade and Rank lists shall not affect Employees in Grade or Rank at the time of adoption, and that any list issued or adopted in the future shall not affect Employees status in Grade or Rank at the time of adoption.

ARTICLE XLII
MANAGEMENT RIGHTS

A. The Township reserves to itself the sole jurisdiction over matters of policy and retains all rights conferred by applicable laws and regulations to do the following:

1. To direct Employees of the Township.
2. To hire promote, transfer, assign, and retain Employees in positions in the Township and to suspend, demote, discharge or take other disciplinary action against Employees in accordance with all applicable laws and decisions of the State of New Jersey or the Federal Government.
3. To maintain efficiency in the Township and in the operation entrusted to them.
4. To determine the methods, means and personnel by which operations are to be conducted.
5. To take whatever other actions may be necessary to carry out the matters of the Township; and to carry out without limitations, all the powers rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative decisions, or by appropriate Courts of competent jurisdiction.

B. In recognition of the aforementioned Section, the Township and the SOA agree that in the event that decision is made by the Township, or its designee, affects the employees as defined by this Agreement, and that such decisions alter conditions of employment at the time of such decision, and does not conflict with the provisions of this Agreement, the SOA President shall have the right to consult with the Township, or its designee, on such changes, prior to the implementation of the changes.

ARTICLE XLIII
NO STRIKE CLAUSE

A. The SOA will not cause, nor will the SOA sanction or support any Member who takes part in any strike, sit down, sickout, slowdown, in any operation or the Township, or any curtailment of the work or restriction of services or interference with the operation of the Township, or any picketing while in an on-duty status, during the term of this Agreement.

B. The Township shall have the right to discipline, up to and including, discharge of any employee who instigates or gives leadership to or participates in any strike, sickout, work slowdown, or curtailment of work during the term of this Agreement. Any disciplinary action meted out or imposed by the Township hereunder shall not be subject to the Grievance Procedure of this Agreement.

1. The Township agrees that any disciplinary action taken as a result of an act or actions by Employees, as defined by this Agreement shall be subject to prosecution, as set forth in Article XI (Discipline).

C. The provisions of this Article shall not be subject to Grievance for the purposes of assessing damages or securing specific performance or any other matter, such matters of law being determined and enforceable in the Court.

D. During the term of this Agreement, the Township agrees that there shall be no lockouts of any member of the SOA.

ARTICLE XLIV

FULLY BARGAINED CLAUSE

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

ATTEST:

TOWNSHIP OF WALL

By: Roberta M Lang

By: Jeffrey L. Bertrand

Date: 09/07/2023

Date: 9-7-23

ATTEST:

SUPERIOR OFFICERS' ASSOC.
OF THE TOWNSHIP OF WALL
POLICE DEPARTMENT

By: Roberta M Lang

By: MICHAEL K HURDEN JR.

Date: 09/07/2023

Date: 8/21/23

Appendix A

WALL TOWNSHIP SUPERIOR OFFICERS ASSOCIATION (SOA) SALARY GUIDE CONTRACT YEARS 2021-2025

	7/1/2021	1/1/2022	7/1/2022	1/1/2023	7/1/2023	1/1/2024	7/1/2024	1/1/2025	7/1/2025
	2.00%	1.00%	1.75%	1.25%	1.25%	1.25%	1.00%	1.25%	1.00%
Sergeant	\$ 142,622.90	\$ 144,049.13	\$ 146,569.99	\$ 148,402.11	\$ 150,257.14	\$ 152,135.35	\$ 153,656.71	\$ 155,577.41	\$ 157,133.19
Lieutenant	\$ 164,016.33	\$ 165,656.49	\$ 168,555.48	\$ 170,662.42	\$ 172,795.70	\$ 174,955.65	\$ 176,705.20	\$ 178,914.02	\$ 180,703.16
Captain	\$ 176,317.55	\$ 178,080.72	\$ 181,197.13	\$ 183,462.10	\$ 185,755.38	\$ 188,077.32	\$ 189,958.09	\$ 192,332.57	\$ 194,255.89

Appendix B

WALL TOWNSHIP:

Benefit Options

Benefit Options	Plan 1		Plan 2		Plan 3		Plan 4	
	Standard Chapter 78 Contributions		Standard Chapter 78 Contributions		Standard Chapter 78 Contributions		Standard Chapter 78 Contributions	
	Current Plan Offering		ADDITIONAL Plan Offering		ADDITIONAL Plan Offering		ADDITIONAL Plan Offering (HSA Compatible)	
Annual Deductions and Maximums	In-network	Out-of-network	In-network	Out-of-network	In-network	Out-of-network	In-network	Out-of-network
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited	
Primary Referral Required	No	n/a	No	n/a	YES	NO	No	n/a
Coinurance	100%	Plan Pays 80%	100%	Plan Pays 80%	100%	Plan Pays 50%	100% after deductible	Plan Pays 50%
Plan Year Plan Deductible	\$0	\$100 / \$200	\$0	\$800 / \$1,000	\$0	\$7,500 / \$15,000	\$2,500 / \$5,000	\$7,500 / \$15,000
• Individual / Family								
Coinurance Out-of-pocket Maximum	\$400 / \$800	\$400 / \$800	\$2,000 / \$4,000	\$2,000 / \$4,000	\$2,000 / \$4,000	\$30,000 / \$60,000	\$6,350 / \$12,700	\$30,000 / \$60,000
• Individual / Family								
Benefits	In-network	Out-of-network	In-network	Out-of-network	In-network	Out-of-network	In-network	Out-of-network
Physician Services								
Office Visit	\$30 / \$30 per visit	80% after deductible	\$30 / \$30 per visit	80% after deductible	\$30 / \$50 per visit	50% after deductible	100% after deductible	50% after deductible
• Primary / Specialist								
Physician Services	100%	80% after deductible	100%	80% after deductible	100%	50% after deductible	100% after deductible	50% after deductible
• In hospital visits								
Preventive Care								
Routine Preventive Care	100%	80% after deductible	100%	80% after deductible	100%	50% after deductible	100%	50% after deductible
Mammogram, PSA, Pap Smear & Menstrual Screening	100%	80% after deductible	100%	80% after deductible	100%	50% after deductible	100%	50% after deductible
Important Hospital Facility Services								
Semi-private room and board and other non-physician services	100%	80% after deductible	100%	80% after deductible	100% after \$250 Copay	80% after deductible	100% after deductible	50% after deductible
Important Professional Services								
Outpatient Services								
Outpatient Surgery (facility charges)	100%	80% after deductible	100%	80% after deductible	100%	50% after deductible	100% after deductible	50% after deductible
Outpatient Professional	100%	80% after deductible	100%	80% after deductible	100%	50% after deductible	100% after deductible	50% after deductible
Physical, Occupational, Cognitive & Speech Therapy	\$30 Copay	80% after deductible	\$30 Copay	80% after deductible	\$50 Copay	50% after deductible	100% after deductible	60% after deductible
Chiropractic Care	\$30 Copay	80% after deductible	\$30 Copay	80% after deductible	\$50 Copay	50% after deductible	100% after deductible	50% after deductible
Lab and X-ray	100%	80% after deductible	100%	80% after deductible	100%	50% after deductible	100% after deductible	50% after deductible
Emergency and Urgent Care								
Hospital Emergency Room		\$100 copay		\$100 copay		\$100 copay		100% after \$100 Copay, after deductible
Ambulance	100%	80% after deductible	100%	80% after deductible	100%	50% after deductible	100% after deductible	50% after deductible
Urgent Care Services		\$30 Copay		\$30 copay		\$50 copay		100% after \$100 Copay, after deductible
Prescription Coverage - All Plans								
Retail - 90 Day Supply	\$10 Generic - \$20 Preferred Brand - \$30 Brand		\$10 Generic - \$25 Preferred Brand - \$50 Brand		\$20 Generic - \$40 Preferred Brand - \$60 Brand		\$20 Generic - \$40 Preferred Brand - \$70 Brand after Deductible	
Mall Order - 90 Day Supply	1x Retail		2x Retail		2x Retail		2x Retail	

Monthly Rates: All Plans