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A G R E E M E N T

BETWEEN

**TOWNSHIP OF HAZLET
MONMOUTH COUNTY, NEW JERSEY**

AND

**POLICKMEN'S BENEVOLENT ASSOCIATION OF HAZLET, NEW JERSEY
PBA LOCAL NO. 189**

JANUARY 1, 1995 THROUGH DECEMBER 31, 1997

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PREAMBLE

This Agreement, effective as of the first day of January, 1995, by and between the TOWNSHIP OF HAZLET, Monmouth County, New Jersey, hereinafter referred to as the "Township" and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 189, hereinafter referred to as the "Association" or "PBA" is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are within the provisions of this Agreement.

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all patrol officers, sergeants, lieutenants and captains of the Hazlet Township Police Department.

B. Unless otherwise indicated, the terms "police officers," "employee" or "employees" when used in this Agreement refer to all persons represented by the Association in the above defined negotiating unit and shall not refer to clerical or other employees of the Township. Whenever titles are used in this Agreement, they shall be understood to include the plural as well as the singular and to include males and females.

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ARTICLE II

POLICE OFFICERS' RIGHTS

A. Pursuant to Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974, the Township hereby recognizes that every employee covered by this Agreement shall have the right to freely organize, join and support the PBA for the purposes of engaging in collective negotiations and other concerted activities for mutual aid and protection.

B. There shall be no discrimination, interference, restraint, or coercion by the Township and the PBA or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association, or because of any lawful activities by such employees on behalf of the Association. The Township and the Association, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association. The PBA may solicit membership in the Association during working time, provide it does not interfere with normal department operations.

C. Elected representatives of the Association shall be permitted time off from duty assignments without loss of regular straight time pay to attend negotiations sessions, grievance and PERC sessions, and meetings of the joint PBA/Management Committee, as well as a reasonable period of time immediately

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before or after the scheduled session to confer with employees on grievances and to prepare for negotiations, provided it does not unreasonably interfere with the normal operation of the Police Department.

D. The employer agrees to grant the necessary time off without loss of pay for members of the Local to attend the State and National Conventions of the Policemen's Benevolent Association pursuant to Statute.

E. Unless inconsistent with the express terms of this Agreement, or specifically pre-empted by law, nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under New Jersey Laws or any other applicable Laws or Regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided by statute or regulations promulgated by the State.

F. No employee shall be removed, suspended or reduced in rank, office or employment therein, except in accordance with N.J.S.A. 40A:14-147.

G. Whenever any employee is required to appear in any disciplinary proceeding concerning any matter which could adversely affect the continuation of that employee in his duties to the Township, position or employment, or salary increments pertaining thereto, he or she shall be given prior written notice of the reasons for such proceeding and shall be entitled to have representatives of the PBA present to advise him and represent

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him during such proceeding. Any complaints received by the department concerning an officer shall be placed in writing and immediately brought to the officer's attention, along with a copy of the complaint, before any meeting is held. These procedures are not required for informal counseling or evaluation conferences not intended for disciplinary action.

ARTICLE III

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and/or of the United States, including without limiting the generality of the foregoing, the following rights:

1. Executive, management and administrative control of Township Government and its properties, facilities and activities of its employees who utilize personnel methods and means in the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to improve methods of equipment, to determine work schedule and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

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3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance of the employees is recognized.

4. To hire all employees, to promote, transfer, assign and/or retain employees in positions within the Township covered by this Agreement.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee covered by this Agreement for good and proper cause according to law.

6. To lay off employees covered by this Agreement in the event of lack of funds or under conditions where continuation of such work would be inefficient or non-productive.

7. The Township reserves the right with regard to all the conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township Police Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, codes of conduct, and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms hereof are in conformance with the Constitution or Laws of the State of New Jersey and/or of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq. or any of the other national, state, county or local laws or regulations.

ARTICLE IV

GRIEVANCE AND ARBITRATION PROCEDURE

A. General

In order to encourage the amicable resolution of all grievances, to develop a harmonious working relationship between the parties, to prevent job disruptions and to provide for the expeditious, satisfactory and impartial settlement of grievances, all that a more efficient public service may be rendered to the citizens of the Township, it is agreed that there will be no work stoppage by employees and it is further agreed that all grievances will be resolved as follows.

B. Definition

A grievance is a complaint concerning the interpretation, application or alleged violation of this Agreement or policies or administrative decisions affecting terms and conditions of employment.

C. Procedure

All grievances shall be submitted in writing to the immediate supervisor by either the individual employee or the PBA within thirty (30) calendar days of its occurrence. If it is not or cannot be resolved within ten (10) calendar days of submission, the following process shall be utilized:

Step 1: A grievance shall be first presented by an individual employee or the PBA to the shift leader. If the grievance is not adjusted at this stage within three (3) days, it shall be presented to the division officer. If the grievance is not adjusted at this stage within three (3) days, it may be processed to Step 2.

Step 2: The President of the PBA or his/her duly authorized representative may present and discuss the grievance or grievances with the Police Chief or his/her duly designated representatives. The Police Chief shall answer the grievance within five (5) days, in writing.

Step 3: If the grievance is not resolved at Step 2 or if no answer has been received by the PBA within the time set forth in Step 2, the PBA shall present the grievance within ten (10) days, in writing, to the Township Committee. This presentation shall set forth the position of the PBA and at the request of either party, discussions may ensue. The Township Committee shall answer the grievance in writing within fourteen (14) days after receipt of the grievance setting forth the position of the Township. If no Township Committee meeting is scheduled during that fourteen (14) day period, the Township Committee's time to answer shall be twenty (20) days.

Step 4: If the grievance has not been settled by the parties at Step 3 of the Grievance Procedure or if no answer in writing by the Township has been received by the PBA within the time provided in Step 3, the PBA may demand arbitration of the grievance by written request to the Public Employment Relations Commission, with a copy to the Township, no later than thirty (30) days after the Township's answer has been received or was due at Step 3.

Step 5: Either party may institute arbitration proceedings when the grievance procedure has been exhausted. The party demanding arbitration may request the Public Employment Relations Commission to appoint an arbitrator.

a. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

b. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from or in any way modify any of the terms of this Agreement.

c. The decision of the arbitrator shall be in writing with reasons therefor and shall be binding upon the parties, subject, however, to any applicable statutes and case law available to the parties.

d. Only the PBA or the Township shall have the right to submit a grievance to arbitration.

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ARTICLE V

MEDICAL EXAMINATION

A. The Township may provide for a complete physical/psychological/psychiatric examination of any or all officers on an annual or biannual basis. If the Township requests that an individual officer submit to an examination, the officer shall be given in writing the reasons for the request and shall have an opportunity to be heard on those reasons and the identity of the physician to be selected for the exam. A copy of the results of any such examination shall be furnished to the employee at the time that it is received by the Township.

B. The cost of such examination shall be borne by the Township.

ARTICLE VI

COLLECTIVE NEGOTIATION PROCEDURE

A. Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted under the duly authorized negotiating agent of each of the parties.

B. Collective negotiation meetings shall be held at the time and place mutually convenient at the request of either party.

C. Up to a maximum of five (5) designated representatives by each party may participate in collective negotiation meetings. A maximum of two (2) employees of the Hazlet Township Police Department may be designated as representatives by the PBA to participate in such negotiations and will be excused from their assignment without loss of regular straight time pay for the duration of such a negotiation meeting. Such individuals will be in uniform and available for duty in the event the need arises during the course of the negotiation meeting.

D. Negotiations shall begin with the first mutual bargaining session to be held between August 1 and October 1 of the calendar year in which this Agreement expires. Any agreement so negotiated shall be reduced to writing, signed by the authorized representative of the Township and the Association, ratified by the PBA and adopted by the Township.

E. This Agreement shall not be modified in whole or in part by the parties hereto except by an instrument in writing duly executed by both parties.

F. The Township shall bear the cost of printing not less than fifty (50) copies of this Agreement or one copy for each member of the Association, whichever is greater.

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ARTICLE VII

PBA DUES CHECK-OFF

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the PBA. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e), as amended. Said monies shall be transmitted to the PBA Treasurer as soon as practicable after the deductions have been made, together with a list of names showing the employees for whom deductions have been made.

B. If during the period of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Township Municipal Administrator written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each employee.

C. The PBA will provide the necessary "checkoff" authorization form and deliver the signed form to the Township Municipal Administrator. The PBA shall indemnify, defend and save harmless the Township against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the PBA to the Township.

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D. No deduction will be made for any month in which there is insufficient pay available to cover same after all such deductions required by law have been made. Deductions for a prior month's dues will not be made with respect to such dues except where the Township, through error or oversight, failed to make the deduction in any monthly period.

ARTICLE VIII

REPRESENTATION FEE

A. Representation Fee

If any employee does not become a member of the PBA during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year. This fee shall be the maximum allowed by law.

B. Procedure

1. Notification

Prior to March 1 of each year, the PBA will submit to the Township a list of those employees who have neither become members of the PBA for the then-current membership year nor paid directly to the PBA the full amount of the representation fee for that membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

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2. Payroll Deduction Schedule

The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

a. Ten (10) days after receipt of the aforesaid list by the Township; or

b. Thirty (30) days after the employee begins his employment in a bargaining unit position.

3. Termination

If an employee who is required to pay a representation fee terminates his employment with the Township before the PBA has received the full amount of the representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

5. Changes

The PBA will notify the Township in writing of any of the changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Township receives said notice.

6. Demand and Return System

The PBA shall establish within thirty (30) days after the signing of this Agreement a demand and return system under which a non-member may file a request for review of the amounts assessed by the PBA as the non-member's representation fee is lieu of dues. Such procedure shall be in accordance with and pursuant to N.J.S.A. 34:13A-55.6.

7. The PBA shall indemnify, defend and save harmless the Township against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason taken by the Township in reliance upon information furnished by the PBA to the Township under this provisions of this Article.

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ARTICLE IX

FALSE ARREST INSURANCE

A. It is mutually understood and agreed that the Township presently has and will continue in effect false arrest insurance for all employees covered by this Agreement.

B. In criminal matters arising out of the performance of his duties as a police officer in which an employee has been named a defendant, the employee may retain an attorney of his or her choice, which attorney shall be paid pursuant to N.J.S.A. 40A:14-155 at a rate not to exceed eighty-five dollars (\$85) per hour. In municipal court cases in which more than two (2) officers are charged as a defendant, the involved officers and the Township shall mutually consult as to engaging attorneys. Civil actions involving alleged negligent acts in the course of an officers duties shall be defended and indemnified by the Township. In all other civil matters, involving possible personal liability not indemnified by the Township, the Township reserves the right to authorize the engagement of appropriate counsel on a case by case basis, after consultation with the involved officers and the PBA, if appropriate.

ARTICLE X

JOB RELATED INJURY

A. Any police officer who is injured while acting in the performance of his duty shall receive full pay less the Workers Compensation temporary disability payments to which he is entitled during the period of his absence from employment for up to fifty-two (52) weeks for each injury. Such payment shall begin on the date of his injury or on the first day he is unable to work because of said injury, whichever is later, without having such absence charges against his sick leave or vacation leave. This provision shall apply to the obvious job-related injury.

B. If a claimed injury is questionable or disputed, i.e., it is suspected of having occurred at a time when the officer was not on duty, or where the lost time results from a heart attack, stroke, mental condition, etc. which is claimed to be job-related, the claim will first be reviewed by the Township's Police Physician, Workers Compensation carrier and/or psychiatrist. In addition, the Township reserves the right, at its own expense, to have specialists examine the patient in order to determine whether such injury is job related. The Township Committee may accept or reject the determinations of the specialist and shall be entitled to rely on the decision of its Workers Compensation carrier as to whether the police officers' injuries are job related.

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C. At any time that the Workers Compensation carrier or the Workers Compensation Division determines the injury is work related and commences the payment of temporary disability payments, the Township will likewise pay the full weekly pay for the period covered by said payments (up to a maximum of fifty-two (52) weeks) less the amount of Workers Compensation temporary disability payments. No employee covered under this Agreement shall receive more than what he normally would have received as a full-time employee during the period in which he is disabled.

D. In any instance where the Township's carrier denies work relationship, this provision will become operative only after a decision by the Division of Workers Compensation that the police officer's injury was sustained in the performance of his duty. Pending the outcome of this decision, the police officer may use sick or vacation leave accumulated by him and shall later be credited with any time so used by relinquishment of any payments received for the same period.

E. In the event Workers Compensation payments have commenced and are subsequently discontinued by the Workers Compensation insurance company, the Township Committee, prior to discontinuing its payments, will serve written notice on the officer of its intended action in sufficient time to allow the officer to meet and discuss the reversal with the Township Committee before the proposed action is taken.

F. In the event that a claim is found not to be job related, it is understood that the officer has the option to use any and all of his accumulated sick leave and vacation leave before receiving any other disability payments available to him.

G. The Township has the right to receive reimbursement from the police officer for any monies expended by it as the result of any fraudulent or misleading claim by taking away any or all sick or vacation leave accumulated by the officer up to the amount owed. Such intention of proposed action must be served on the officer in writing in sufficient time to allow a meeting with the Township Committee to discuss the action before it is taken.

ARTICLE XI

PERSONNEL FILES

A. Each employee covered by this Agreement shall have the right to inspect his official personnel file, and to make an inventory and copies of its content. The officer shall give the Department a minimum of twenty-four (24) business hours notice, exclusive of holidays and weekends.

B. Subject to the Right-to-Know Law, the content of an employee's personnel file shall not be made public by the Township or Department unless required by a judicial or disciplinary proceeding. Nothing shall be placed in an employee's personnel file unless and until he has been given a

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copy of same and has been afforded as opportunity to place his initials on the document. There shall be only one official personnel file, which shall be maintained by the Township certifying agent for the New Jersey Department of Personnel.

ARTICLE XII

MAINTENANCE OF STANDARDS

In order to avoid the necessity for restating all the terms and conditions of employment in this Agreement, it is agreed that all benefits, rights, terms and conditions of employment in effect at the effective date of this Agreement shall remain in effect unless otherwise modified by this Agreement.

ARTICLE XIII

SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or court of competent jurisdiction or through governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XIV

SALARIES

The salaries shall be as set forth in Appendix A attached hereto. Said salaries shall be retroactive to January 1, 1995.

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ARTICLE XV

OVERTIME

A. The Township shall pay overtime at a rate of one and one-half (1-1/2) times the regular straight time rate for all hours worked by officers up to and including the rank of Captain, in excess of their normal daily or weekly tour of duty. Said officers shall not be paid overtime for hours of work in excess of the normal work day unless such overtime is authorized by the Chief of Police or the officer in charge of the shift. Any officer working unauthorized overtime shall, in addition, be subject to discipline.

B. Whenever any officer is called in to work outside of his normal tour of duty other than for court attendance, he shall receive a minimum of four (4) hours pay at the overtime rate. If an officer is called in to work for court attendance, he shall receive the minimum of four (4) hours overtime, however, if the Chief of Police or his designee determines that the officer is needed to work beyond his court responsibilities, the officer will be required to work the entire four (4) hours.

C. The overtime rate of pay shall not apply to the time involved in brass meetings periodically called by the Chief of Police or his designee up to one (1) such meeting each month.

ARTICLE XVI

HOLIDAYS

A. All employees shall receive the following holidays off will full pay:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Presidential Day (Washington's Birthday)
- Good Friday
- Memorial Day
- Primary Election Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas

B. In addition to the above, if as a result of the proclamation by the Governor of New Jersey or Mayor of the Township of Hazlet which declares a holiday, other municipal employees will receive an additional paid holiday, then the employees covered by this Agreement shall likewise receive such additional paid holiday.

C. All employees who are working on a straight five (5) day week, Monday to Friday, shall receive all the aforementioned holidays off with pay. Additionally, those employees assigned a straight five (5) day week other than Monday to Friday, shall receive an equal amount of holidays off with pay as those who are working on a straight five (5) day week, Monday to Friday. All employees working on a rotating shift shall receive a day's pay

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for each of the above holidays and in addition thereto, regular hourly pay for any hours actually worked on any holiday. Payment of such holiday pay shall be made in the last pay period in November of each year of this Agreement and shall cover all holidays occurring during the previous period from January 1 through November 30, inclusive. Any holidays set forth in this Agreement which occur during the period from December 1 through December 31 shall be paid in the same manner as the regular work time is paid. In the event that any employee severs his employment relationship with the Township for any reason, he shall receive in his final paycheck an amount inclusive of any accrued holiday pay. Employees shall not accrue holidays while on leave of absence or while off from duty due to non-Hazlet Township work related injuries.

D. All employees who are working on a straight five (5) day week, Monday to Friday, shall receive up to six (6) floating holidays. The individual employee shall have the exclusive right to select his or her floating holiday(s), subject to the approval of the Chief of Police, which shall not be unreasonably withheld. These six (6) floating days are not additional holidays, but are part of the list of holidays in Section A above. For example, an employee may elect to work a regular day shift on regular Election Day (a Tuesday) and take off the Friday of that week if the Chief of Police approves, with no change in pay.

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ARTICLE XVII

SHIFT COMMAND DIFFERENTIAL

A. It is recognized that from time to time and due to the absence of the regular commanding officer on a shift, the senior officer on duty will act as shift leader.

B.1. In the event that an officer is given responsibility for command of his shift due to the absence of the shift leader, according to the Department Regulations and with notice given by the shift leader in accordance with Department Regulations, i.e., vacation, then the senior police officer on duty at the time shall be in charge of the shift during the absence of the shift leader and shall receive Sergeant's pay from the first day of such takeover until the last.

B.2. This rate will be paid only to that officer acting in the capacity of shift leader on a particular day, i.e., Sergeant off, next senior man on duty is paid for that day, etc.

C. Sections A and B above are modified as of January 1, 1993 so that a patrolman shall be paid a Sergeant's salary when the patrolman is in command for one entire shift, for any reason. A shift is now about eight (8) to nine (9) hours.

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ARTICLE XVIII

LONGEVITY

A. Each officer shall receive longevity pay on the following basis:

1. Completion of five (5) consecutive years of service	\$650
2. Completion of ten (10) consecutive years of service	2.50%
3. Completion of fifteen (15) consecutive years of service	3.25%
4. Completion of twenty (20) consecutive years of service	4.00%

B. Effective January 1, 1996 and thereafter, each officer shall receive longevity pay on the following basis:

1. Completion of five (5) consecutive years of service	\$750
2. Completion of ten (10) consecutive years of service	2.50%
3. Completion of fifteen (15) consecutive years of service	3.25%
4. Completion of twenty (20) consecutive years of service	4.00%

C. For the purpose of computing longevity, the years of service shall commence effective January 1, 1965. Subsequent to January 1, 1965, the officer's longevity shall be computed as of the January 1 of the year of employment.

D. Longevity will be paid pro-rata as follows. In the event an employee is absent from duty for any reason, except for valid work-related injury, for a period in excess of a total of

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three (3) months in a calendar year, exclusive of holidays, personal days, vacation time and up to fifteen (15) days sick time, said employee shall forfeit and/or return to the Township a pro-rated portion of the allowance under this Article.

Notwithstanding, in case of retirement, if an employee retires on or before the fifteenth (15th) day of a month, he will not receive longevity pay for any days of that month. If an employee retires after the fifteenth (15th) day of a month, he will be paid longevity pro-rata until the end of that month. In any event, if an employee has been employed by the Township for more than twenty (20) years at the time of retirement, he shall receive longevity pay through the end of the quarter of his retirement.

ARTICLE XIX

CLOTHING ALLOWANCE AND CLEANING ALLOWANCE

A. Each officer shall receive a clothing allowance and cleaning allowance in the sum of \$1,050.00 for the years 1995, 1996 and 1997. Payment thereof will be made upon adoption of the budget, or by June 1 of each year whichever is sooner. In addition to the foregoing allowance, any uniform change which results in a cost of more than \$100.00 per officer, the excess over such \$100.00 per officer shall be paid for by the municipality.

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B. Any employee who leaves the employ of the Township prior to the end of any calendar year or uses his entire sick and compensatory time or spends sixty (60) or more days on a voluntary leave of absence or is absent due to a non-work related injury or injuries a total of sixty (60) or more days will be entitled to a pro-rata clothing and cleaning allowance under this Article. In the event such employee has received a full payment, said employee shall forfeit and return to the Township a pro-rated portion of the allowance under this Article.

ARTICLE XX

EDUCATIONAL BENEFITS

A. The educational benefit will be paid annually to each officer who meets the criteria and who has his degree in Police Science, Criminal Justice, Public Administration or a related field.

The degree payments noted below are not cumulative.

Associate's Degree	\$1,000
Bachelor's Degree	\$2,000
Master's Degree and beyond	\$3,000

B. Payments shall be made upon adoption of the budget, or by June 1 of each year, whichever occurs sooner.

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ARTICLE XXI

HOSPITAL, MEDICAL AND DENTAL INSURANCE

A. The Township's Ocean and Monmouth Regional Employee Benefits Fund Group Medical Benefits and Life Insurance Coverage for all employees covered by this Agreement will be continued.

B. Each employee shall contribute a total of two hundred sixty dollars (\$260) toward medical coverage. Such payment will be made through a payroll deduction each pay period and shall be calculated by dividing the number of pay periods into two hundred sixty dollars (\$260). Upon retirement each employee will reimburse the Township on the first of each year, the then-current co-pay benefits for the entire year. In the event the co-pay increases, the retiree shall be responsible for the new co-pay amount and make such payment to the Township.

C. The Township's family dental plan through the Ocean and Monmouth Regional Employee Benefits Fund will continue to provide coverage or the Township will provide comparable coverage through a different dental insurance plan.

D. Eligible covered dental expenses currently reimbursed at up to seventy-five percent (75%) of UCR (usual, customary and reasonable).

E. There will be a prescription drug program for all eligible covered employees and eligible covered dependents subject to an unlimited three dollar (\$3.00) co-pay requirement for each covered prescription.

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F. The Township reserves the right to change insurance carriers and/or self-insure so long as substantially comparable benefits are provided. No such change will be made by the Township without affording the PBA forty-five (45) days to review, compare and question said benefits. In the event the PBA disputes that the proposed changes are not substantially comparable, it shall have the right to grieve within the said forty-five (45) days.

G. Retirees

1. The Township agrees that with respect to group health and dental benefits, any employee covered by this Agreement shall have the option to continue membership with the Township Group Medical and Dental Programs upon retirement and/or job related disability, with the Township paying the premium up to Medicare eligibility for the employee only.

2. For those employees retiring on or after January 1, 1996 through November 1, 1996, the Township will pay the premium to Medicare eligibility for the employee and spouse. The employee will have the option to pay for family coverage by paying the difference between the premium paid by the Township for the employee and spouse and the cost of family coverage.

3. For those employees retiring on or after November 2, 1996, the employee will have the option to pay for spouse coverage.

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4. In all cases regarding health benefit coverage for retirees, there will be no coverage for the officer or spouse if coverage is being provided by another employer and in no event shall the Township's obligation extend beyond the employees being covered under medicare. In the event the employee or spouse lose the coverage being provided by another employer, they may apply for coverage under the Township Group Medical and Dental Programs in accordance with the provisions of this Article and the requirements of the insurance program and will be covered provided they have been accepted by the insurance carrier.

H. Line of Duty

The Township shall provide health benefits coverage for the eligible dependents of any officer killed in the line of duty. Coverage shall begin the first day of the month following the death of the officer and ending midnight of the 365th day.

ARTICLE XXII

VACATION LEAVE

A. Annual vacation leave will continue under the terms and conditions of the Township Resolution of April 18, 1972 as may be amended subject to negotiations between the parties, as follows:

1. One (1) working day vacation for each month of service during the remainder of the calendar year following the date of appointment.

2. Twelve (12) working days vacation thereafter for every year and up to five (5) years of service.

3. Fifteen (15) working days vacation after the completion of five (5) years and up to ten (10) years of service.

4. Eighteen (18) working days vacation after the completion of ten (10) years and up to fifteen (15) years of service.

5. Twenty (20) working days vacation after the completion of fifteen (15) years and up to twenty (20) years of service.

6. One (1) working day vacation for each year of service after the completion of twenty (20) years and up to twenty-seven (27) years of service.

B. No employee shall utilize more than two (2) weeks vacation at any one time without approval of a department head.

C. If agreement cannot be reached, the matter shall be referred to the governing body by the department head.

ARTICLE XXIII

PERSONAL LEAVE

A. Each officer is entitled to personal leave as follows:

After four (4) months of employment	1 day
After eight (8) months of employment	2 days
After one (1) year of employment	3 days
and each year of employment thereafter	

B. Application for personal leave days shall be made not less than one (1) week prior to the date requested and such application shall be subject to approval by the shift commander.

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ARTICLE XXIV

SICK LEAVE

A. During the first year of employment, each police officer shall earn one (1) day sick leave for every month of employment. Thereafter, each police officer shall earn fifteen (15) days of sick leave each year. Any sick leave taken shall be chargeable against the current year. Only after the exhaustion of the current year's sick leave may the officer charge absence against any sick leave accrued in any prior year of employment. Each police officer shall receive, at his option, in the first pay period during the month of January of the following year, payment for accrued but unused sick leave for the prior calendar year in accordance with the provisions noted below:

1. Payment shall be made at the salary rate in effect during the prior calendar year.

2. To be eligible to receive payment for accrued but unused sick leave, a police officer must have a bank of unused days not less than twenty-five (25) and may then receive payment for the accrued but unused sick leave in excess of the aforementioned twenty-five (25) days.

3. Any sick leave taken shall be chargeable against the current year. Only after exhaustion of the current year's sick leave may the police officer charge an absence against any sick leave accrued in prior years of employment.

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4. New employees hired on or after December 6, 1995 shall receive payment for accrued but unused sick leave up to a maximum of fifteen (15) days for the prior calendar year at the rate of fifty percent (50%) of the police officer's daily salary rate in effect during the prior calendar year.

B. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit valid medical evidence substantiating the illness.

a. An employee who has been absent on sick leave for an aggregate of fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days may be required by the Chief of Police or his designee to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

b. The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

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

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3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of the other employees.

ARTICLE XXV

BEREAVEMENT

A. When a full-time employee loses time from work because of the death of his spouse, his or his spouse's father, mother, sister, brother, child, stepchild, aunt, uncle, grandparent or grandchild, mother-in-law, father-in-law, any relative a resident in the employee's household at the time of death or a foster child a resident in the employee's household at the time of death, the employee will be paid by the Township at the employee's regular straight time rate of pay multiplied by the average number of hours in the employee's normal straight time work day for each day so lost for work up to the maximum of three (3) days.

B. The maximum benefit allowance in any case will be three (3) days pay, except for cases in which the funeral is outside of the State of New Jersey. In these instances, leave including

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travel time may be granted up to five (5) days pay upon the approval of the Chief of Police, which approval shall not be unreasonably withheld. In no case shall bereavement leave exceed five (5) days.

C. No payment shall be granted where the employee fails to furnish the Township with reasonable proof of death, when requested, and any request for such payment based on false statement shall subject the offending employee to immediate disciplinary action. All bereavement leave must be taken within fourteen (14) days of the associated demise.

ARTICLE XXVI

OFF-DUTY EMPLOYMENT

A. No one covered by this Agreement shall engage in outside employment without the express approval of the Chief of Police. Furthermore, no one covered by this Agreement shall participate in the active management of any business in which they may have an interest, or accept employment outside the Department, where such management or employment in any way reflects discredit on the officer or on the Department or where such activity affects the physical condition of his regular duties by reason of fatigue or other detrimental condition.

B. The application for outside employment must be in writing and submitted to the Chief of Police or his designee. Such application shall include the name and address, type of

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work, period of time and hours of work of the requested employment, type of duties performed and the reason for needing extra employment. The Chief or designee shall make the final determination regarding each application. The determination of the Chief may be the subject of a grievance procedure in accordance with this Agreement.

C. In accordance with the current procedure, off duty employment opportunities with respect to construction work, dances, weddings, sporting events, bank details, elections and any approved Township work details shall be distributed as follows:

1. Employees covered under this Agreement will be listed in two (2) ledger books (one (1) for Board of Education details and the second for other details), according to seniority. A list from the ledger book(s) shall be posted monthly in a conspicuous location.

2. The ledger books will be kept on a two (2) year basis and each two (2) years new ledger books will be started with each employee having a zero (0) balance. Thereafter, employees who receive a detail shall be credited with the actual number of hours paid and the subsequent totals during the two (2) year period shall reflect same.

3. The employee with the least number of detail hours shall be given first consideration for working details provided he is not working his regularly scheduled hours.

4. New employees hired during the year will be entered in the ledger and will receive the number of hours equal to the person having the highest entry.

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ARTICLE XXVII

MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that for the duration of this Agreement, neither the Association nor any person acting in its behalf or cause shall authorize or support any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duty of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Association agrees that such action will constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activities by any Association member shall entitle the Township to deem such activity grounds for disciplinary action including termination of employment of such employee(s).

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township, and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association.

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

ARTICLE XXVIII

SICK LEAVE ON RETIREMENT

Upon retirement under Police and Fire Retirement System ("PFRS"), an employee shall be reimbursed at his then-current rate of pay his accumulated, unused sick days up to \$10,000.

ARTICLE XXIX

PRESCRIPTION DRUG PLAN AFTER RETIREMENT

The Township will provide a prescription drug plan to any employee retiring after January 1, 1993, for employees only, with a ten dollar (\$10) co-pay, for any employee who qualifies pursuant to N.J.S.A. 40A:10-23, which requires an employee retire on a disability pension or after twenty-five (25) years or more of service with the employer, or have retired and reached the age of sixty-two (62) or older with at least fifteen (15) years of service with the employer.

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ARTICLE XXX

DETECTIVE STIPEND

There shall be a detective stipend of five hundred dollars (\$500). This stipend is for all detectives of all ranks and two (2) traffic safety officers, and shall not be included in base salary.

ARTICLE XXXI

HEALTH PLAN ALTERNATIVE

An employee who declines family or individual health insurance coverage shall be paid one third of the premium dollar savings. For example, if the family plan costs \$6,600 and an employee declines the family coverage, the Township shall pay the employee \$2,200 and provide no medical coverage to that employee for one (1) year. Any employee who selects this option must remain out of the plan for one year. However, at the end of the one year period and each subsequent year thereafter, the employee may opt to return back to the medical plan of the Township. The employee shall notify the Township in writing of his or her decision to decline medical coverage or to return to the Township medical plan.

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ARTICLE XXXII

DAMAGED EQUIPMENT

The Township shall pay an employee for any and all repairs or replacement of any watches, glasses, or other personal effects other than jewelry damaged or lost in the line of duty, subject to a maximum of seventy-five dollars (\$75) per year, not to exceed two (2) claims per year per employee. The employee shall submit a report identifying the lost or damaged equipment, which shall be reviewed by the Chief of Police prior to approval, which approval shall not be unreasonably withheld.

ARTICLE XXXIII

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and full understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term 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 parties at the time they negotiated or signed this Agreement.

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ARTICLE XXXIV

DURATION

This Agreement shall be effective as of January 1, 1995 and shall remain in full force and effect until December 31, 1997. On or after August 1, 1997, either party may serve notice upon the other party of an intent to commence negotiations for a new Agreement. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations continue after December 31, 1997, the terms and conditions of this Agreement shall continue in full force and effect until a new Agreement is executed.

PBA LOCAL NO. 189

TOWNSHIP OF HAZLET

Robert J. Gynch
Penell P. Lusk

Ron Walsh
Margaret J. Margotta

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APPENDIX A

SALARY GUIDE¹

	<u>12/31/94</u>	<u>01/01/95</u>	<u>01/01/96</u>	<u>01/01/97</u>
Police Academy Enrollee	\$27,168	\$28,458	\$29,810	\$31,151
Police Academy Graduate ²	29,262	30,652	32,108	33,553
1-2 Yrs. Continuous Svc	38,062	39,870	41,764	43,643
2-3 Yrs. Continuous Svc	41,303	43,265	45,320	47,359
3-4 Yrs. Continuous Svc ³	46,894	49,121	51,454	53,769
Sergeant	50,777	53,189	55,715	58,222
Lieutenant	53,849	56,407	59,086	61,745
Captain	56,902	59,605	62,436	65,246

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¹ Effective April 1, 1996, there will be twenty-six (26) pay periods per year.

² Upon graduation from the Police Academy, on the first of January of the succeeding year, a patrolman will be compensated according to his years of continuous service.

³ Upon completion of twenty-three (23) years of continuous full-time employment as a Hazlet Township police officer, an employee may elect to include payments for college credits, longevity and clothing allowance in that employee's base pay for the purpose of pension calculations. Said election must be made by January 15 of that calendar year. Failure to do so will foreclose any election opportunity until January 15 of the succeeding year.