

AGREEMENT
BETWEEN
THE TOWNSHIP OF SOUTH
BRUNSWICK
MIDDLESEX COUNTY,
NEW JERSEY
AND
PBA LOCAL 166

January 1, 2004 through December 31, 2007

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ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the TOWNSHIP OF SOUTH BRUNSWICK, hereinafter known and designated as the "Employer," or "Township, " and Local No. 166, THE SOUTH BRUNSWICK AFFILIATE of THE PATROLMEN'S BENEVOLENT ASSOCIATION, hereinafter known and designated as the "PBA" and its members, to insure sincere bargaining, establish proper standards of salaries, working conditions, hours and other conditions of employment. The continuous efficiency, excellence of the Police Department and safety of its members shall be considered foremost, at all times, by all parties to this Agreement.

ARTICLE II

RECOGNITION

The Township hereby recognizes the PBA as the sole and exclusive representative of all Patrolmen and Detectives of the Police Department for the purpose of collective negotiations with respect to terms and conditions of employment.

ARTICLE III

SALARY

1. The Township will pay each Officer every other week.

2. Upon completion of the Academy, all new Officers

shall be placed in Step B of the salary plan. Upon completion of the probationary period (1 year following completion of the Academy), the Officer shall be advanced to the next step of the salary plan. Following thereafter, the Officer shall be advanced one step on the salary plan on the anniversary date of the Officer's completion of the probationary period until the maximum Step F is achieved. All Officers who have completed the Academy prior to hire shall be placed at Step B of the salary plan. Such Officer thereafter on the anniversary of their hire shall be advanced one step on the salary plan until the maximum Step F is achieved.

3. Eligibility for senior position:

Any Officer who was not within the salary guide for two years and who did not receive an increment for two years and only received a general wage increase for two years. Any Officer who received an increment to Step F in a year shall not be counted towards the two year contractual criteria. Senior position shall be four and one-half percent (4-1/2 %) above Step F.

4. Officers hired prior to January 1, 1994 shall work under the following guide:

COMPENSATION PLAN

(Officers hired prior to 9-1-03)**

(Does not include holiday pay, longevity, stipends and PFC)

STEP	CURRENT	1-1-04	1-1-05	1-1-06	1-1-07
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A	31,338	NA	NA	NA	NA
B	37,515	38,828	40,187	41,594	43,049
C	43,693	45,222	46,805	48,443	50,139
D	49,867	51,612	53,418	55,288	57,223
E	56,042	58,003	60,033	62,134	64,309
F	62,222	64,400	66,654	68,987	71,401
SENIOR	68,397	70,900	73,488	76,244	79,218

** All wage increases are retroactive to January 1 of the relevant year.

5. Officers hired after September 1, 2003 shall enjoy the following pay schedule (does not include holiday pay, longevity, stipends and PFC)**:

STEP	CURRENT	1-1-04	1-1-05	1-1-06	1-1-07
A	31,388	31,388	32,435	33,570	34,745
B	NA	34,000	35,190	36,422	37,696
C	NA	38,000	39,330	40,707	42,131
D	NA	51,612	53,418	55,288	57,223
E	NA	58,003	60,033	62,134	64,309
F	NA	64,400	66,654	68,987	71,401
SENIOR	NA	70,900	73,488	76,244	79,218

** All wage increases are retroactive to January 1 of the relevant year.

6. Patrol Officer First Class: ~~Effective December 31, 2001, for calendar year 2002 and thereafter,~~ Patrol Officers First Class shall receive a base pay increase of \$1,500 per annum, to be paid in equal installments with the regular payroll checks of each eligible

officer. Eligibility for such designation requires 15 years of police service, consistent with the Township ordinance, ~~(annexed as Exhibit A) regarding Patrol Officer First Class; except that no~~ Officers shall not be eligible to decline the Patrol Officer First Class designation.

Effective January 1, 2006, Patrol Officers First Class shall receive a base pay increase of \$1,750 per annum, payable as described above. Effective January 1, 2007, Patrol Officers First Class shall receive a base pay increase of \$2,000, payable as described above.

The additional duties of Patrol Officer First Class include, but are not limited to:

a. The Patrol Officer First Class shall assume command and responsibility at an incident until the arrival of a ranking officer.

b. In the absence of a permanently assigned Station Officer, the Patrol Officer First Class will assume that duty for the shift.

c. The Patrol Officer First Class will conduct roll training. Subjects will include incident review, Police tactics, legal updates and other related topics coordinated through the Training Bureau.

d. Any other duties as assigned by a ranking officer.

A Patrol Officer First Class will be recognized by the display of two chevrons worn on the uniform sleeve.

7. Traffic Reconstructionist: An officer who is assigned to the Traffic Bureau and who has attained the credentials necessary for the position of Traffic Reconstructionist expert and is on call for seven (7) consecutive days or more shall receive an annual stipend of \$500.00 to be paid bi-weekly with the officer's regular

salary.

8. On-Call: Any officer on-call for seven (7) consecutive days shall receive one on-call day per month which cannot be accumulated beyond the end of the calendar year and which shall be prorated for actual time spent in “on-call status” during the calendar year..

ARTICLE IV

VACATIONS

1. Full time regular Officers shall be granted a vacation leave, with pay and benefits, each fiscal (calendar) year in accordance with the following schedule:

A. Officers with five (5) or less years of service shall earn 8.5 hours of vacation for each month of service to a maximum of 102 hours.

B. Officers with over five (5) years of service shall be entitled to working days of vacation leave with pay and benefits, each fiscal year in accordance with the following schedule:

Upon completion of five (5) years of service	153 hours
Upon completion of ten (10) years of service	170 hours
Upon completion of fifteen (15) years of service	187 hours
Upon completion of twenty (20) years of service	204 hours
Upon completion of twenty-five (25) years of service	221 hours

2. All vacations shall be chosen between January 1st and December 31st of each year according to seniority, regardless of rank. Vacations shall be selected and approved during the first 31 days of January. All vacation requested before January 31 shall be approved. Any vacation not selected by January 31 will be approved on a first-come-first serve basis, regardless of seniority. Ties shall be broken by seniority. .
After January 31st, an officer cannot be denied vacation time unless it brings the shift below minimum staffing levels or there is an emergency. Officers with less than six

(6) months service shall not be entitled to take their earned and accrued vacation leave until the expiration of six (6) months of employment with the Township

The parties agree that this new method of vacation selection shall be on a trial basis during the first 2 years of this contract and that the Township shall have the right to revert to the prior language and practice of vacation selection at the end of either the first year or second year of this Agreement.

3. Each Officer, subject to the approval of the Chief of Police, shall be entitled to carry over up to 95 hours earned and accumulated vacation days into the next calendar year. All carried over vacation time shall be utilized by the Officer in the calendar year in which the vacation entitlement was carried into. No carried over vacation time may be further carried over or accumulated unless the Officer is unable or prevented from taking any vacation due as a result of Township business, working conditions or job related injuries; his earned accumulated vacation shall be carried over into the next calendar year no matter the number of unused earned vacation days. All unused earned vacation days may be accumulated without limit so long as the conditions of this paragraph are met.

4. The last year's earned vacation time may be taken as terminal leave upon the Officer's retirement and shall be pro-rated for his last year of service. Arrangements will be made so that the Officer does not lose any benefits, rights or privileges to retirement and is allowed to work the remaining required time to become eligible for any benefits.

5. Partial vacation days shall only be permitted by the Chief of Police or his

designee in extreme emergencies. Changes in the scheduling of vacations will not be permitted without the prior approval of the Chief of Police or his designee. If, for any reason, an Officer's vacation is canceled or not taken as scheduled, the vacation shall be rescheduled.

6. During the first year of service, all time earned shall be pro-rated for actual time and service and past practice shall be continued with respect to the last year of service.

ARTICLE V

PERSONAL DAYS

1. Each Officer shall receive three (3) personal days each year which cannot be accumulated beyond December 31, except as provided herein. A “personal day” is equal to the number of hours in an officer’s regular workday.
2. Written notification, supplied twenty-four (24) hours in advance to the proper authority shall be required for only one (1) of the personal days allowed.
3. Oral notification supplied two (2) hours in advance, to the proper authority, shall be required for each of the remaining personal days allowed.
4. The arbitrary refusal to grant an Officer personal leave shall be considered a breach of this clause and liquidated damages of one (1) day's pay shall be awarded to the Officer if at the end of the calendar year he has any personal days left, which because of the refusal he was not able to use. The liquidated damages shall be paid to the Officer separate and apart from all other remuneration and benefits and shall be payable in a lump sum within thirty (30) days after the expiration of the calendar year. The Officer shall be paid one (1) day's pay as liquidated damages for each day he was unable to take personal leave according to the terms herein.
5. During the first year of service all time shall be pro-rated for actual time of service and past practice shall be continued with respect to the last year of service.
6. Officers hired after January 1, 1994 shall receive one (1) personal day their first year of employment; two (2) days during the second year of employment; and three (3) days the January following their third anniversary.

ARTICLE VI

HOURS OF WORK AND OVERTIME

1. **Hours of Work:**

A. **Work Schedule.** Effective September 1, 2001, officers shall work in accordance with the following schedule:

Patrol Division: (“Modified 3/3 Schedule”) The work schedule shall consist of a 10.5 hour workday on a 28 day rotation of 3 days on/3 days off, 3 days on/3 days off, 2 days on/3 days off, 3 days on/3 days off, and 3 days on/2 days off for the patrol division.

Bureaus: The work schedule shall consist of a 9.25 hour work day with 4 days on followed by 3 days off. The days off shall be Saturday, Sunday and Monday or Friday, Saturday and Sunday, with scheduling to provide adequate coverage Monday through Friday. Selection of days off shall be by seniority within the Police Department.

Other Assignments: SRO’s: School Resource Officers will work a 4 and 3 schedule adjusted to provide adequate coverage within the hours of 6:00 a.m. to 6:00 p.m.

Other assignments, including modified duty shall be assigned to Patrol Division or Bureau schedules, determined by the Police Chief or his designee.

Either the PBA or the Township may seek to revert back to the 4 and 2 schedule that was in effect prior to September 1, 2001, only. The party seeking to revert back must prove that it has justification to do so and that the justification is caused by the schedule. Arbitrator James Mastriani is designated as Arbitrator to decide reversion justification. If Arbitrator James Mastriani is unable to hear the case, then a mutually agreed upon Arbitrator shall be selected to hear it.

B. **Hours of Work:** The hours of work shall be as follows:

1. Patrol Division
6:30 a.m. to 5:00 p.m.
2:00 p.m. to 12:30 a.m.
10:00 p.m. to 8:30 a.m.
2. Traffic Unit
6:00 a.m. to 3:15 p.m.
11:00 a.m. to 8:15 p.m.
3. Detective Bureau
8:00 a.m. to 5:15 p.m.
1:45 p.m. to 11:00 p.m.

C. **Training/Education Days:** Officers who are assigned to the “Modified 3/3 Schedule” and 4/3 schedule shall pay back to the Township a total of 2 days per year for training at no additional compensation. Training/Education shall be administered as follows:

1. Shall be scheduled with not less than 10 days notice to the officer.

2. The Township must excuse an officer from training if he has unchangeable plans.

3. Training may only be scheduled on a 3 day off cycle and the Township will make every reasonable effort to schedule training on the first or third day of the 3 day off cycle.

D. Meals. Each Officer shall be entitled to the full forty-five (45) minute paid meal time in each shift.

E. There will be an appropriate conversion of all forms of paid time off from days to hours based on an 8.5 hour workday. However, personal days shall remain on a day for a day basis (i.e., based on current workdays and hours). If the schedule reverts to the 4/2, paid time off shall also revert.

F. Modified Duty, which shall be granted at the discretion of the Township shall be one of the following schedules:

8:00 a.m. to 5:15 p.m.

11:00 a.m. to 8:15 p.m.

1:45 p.m. to 11:00 p.m.

2. When Overtime Occurs:

A. Overtime shall be paid to an Officer when he is required or requested to work in excess of a regularly scheduled and completed workday, or on a regular scheduled day off. Officers shall be paid compensation at the overtime rate when they are either requested or ordered to duty beyond their regular tour of duty by the Chief of Police, Lieutenant, Sergeant, or other Officer in charge of any given tour.

B. Overtime shall be paid to an Officer when he is recalled to duty,

not on his normal shift.

C. Any appearances in any Court or Administrative Agency in any proceedings, or in the Prosecutor's Office in connection with any investigation or criminal case, qualifies as time worked for inclusion in the overtime category, so long as the appearances were on proper order.

D. To the extent that any tour requires overtime services, each Officer shall be given an equal opportunity to work overtime as requested or required according to seniority on a rotation basis in accordance with the existing overtime call-up list. Seniority shall not prevail when the Township, the County or the State declares a state of emergency. The Township acknowledges that this clause shall not be used to defeat overtime.

An Officer who was available to work overtime but was skipped in error shall be given the option of the right of first refusal to select from one of the next 3 overtime dates or shall work the equivalent amount of hours for which he was scheduled and shall select the time and date, during a shift mutually agreeable between the officer and the Chief or his designee. If there is not agreement within 2 pay periods following "the next three overtime dates", then the officer may select the time.

E. Any Officer engaged in legitimate off-duty police related activities pertaining to criminal, quasi-criminal, or disorderly person's offense shall be compensated in compensatory time at the rate of time and one-half, not to exceed four and one-half (4-1/2) hours per incident.

F. This language is premised upon the schedule set forth in paragraph 1. Should the Township or PBA change that schedule, the overtime language

in this paragraph shall be negotiated prior to the implementation of any new schedule.

G. The taking of compensatory or vacation time shall not preclude the working of overtime or quasi-duty assignments, provided it does not short the shift that the officer is currently working.

3. Overtime Pay Rate:

A. Overtime shall be paid to all Officers at the rate of 1.5 times his hourly rate of pay. The hourly rate is to be determined by dividing the Officer's established annual salary by 1920.

B. An Officer recalled to duty or required to appear in Court, not on his normal shift shall be paid a minimum of three (3) hours overtime. Officers shall be released from duty upon completion of their Court appearances.

4. Standby for Civil Disorder or Threats:

Any Officer placed or called into a "standby" or "alert" status and who remains subject to a call or recall to duty and is mandated to remain at home or within a designated geographical area which area shall have been designated and approved by the Chief of Police, shall be compensated twenty-five (25%) percent of his regular base pay from the time of the standby, alert or state of readiness until such time as the alert or standby status is officially canceled and communicated to him.

ARTICLE VII

COMPENSATORY TIME

1. When attending Police courses on scheduled days off, an Officer, at his option, may elect to either be paid time and one-half overtime pay or to be compensated in compensatory time at the rate of time and one-half. In the alternative, the Officer may elect to take his regularly scheduled day off at a time prior to attending the first day of a course or subsequent to completion of the course in compensation for his regularly scheduled day off.

2. All compensatory time may be accumulated or taken at the Officer's leisure, subject to approval of the scheduling Officer, which approval shall not be unreasonably denied. Upon resignation, retirement or death, all compensatory time, to a maximum of twelve (12) days shall be paid in cash to the Officer, or his beneficiary, at the rate of pay then existing at the time of resignation, retirement or death.

ARTICLE VIII

SICK LEAVE

1. The Employer agrees that each Officer shall be allotted a sum total of 128 hours of sick time per year. After an Officer has been absent from work due to illness for a period of three (3) or more consecutive work days, the Township may request an Officer to submit to a medical examination, at Township expense, by a physician selected by the Township for the purpose of establishing Officer's ability to return to work. During the Officer's first and last year of service, an Officer shall earn sick leave pay pro rated for actual service.

2. A. Sick leave may be accumulated without limit to an Officer's length of service.

B. Upon separation of employment for reasons other than disciplinary actions, an Officer shall be entitled to receive a cash payment equivalent to twenty-five percent (25%) of the value of accumulated sick leave at the time of separation of employment. If the Officer has in excess of ten (10) years of service at the time of separation of employment, then he shall be compensated at the rate of thirty-three percent (33%) of the value of his accumulated sick leave.

C. Upon retirement within the meaning of PFRS or death, an Officer shall be entitled to receive a cash payment for accumulated sick leave. The Officer shall be paid the value of his accumulated sick leave remaining at the time of retirement to a maximum of forty-five (45) 8.5 hour days or fifty percent (50%) of accumulated sick leave, whichever is greater, with a maximum cash payment limited to Twenty Thousand Dollars (\$20,000.00).

D. An Officer using seven (7) or less sick days in the calendar year shall be compensated for the unused days at the rate of ten dollars (\$10.00) per day. If the Officer uses three (3) or less sick days, the Officer shall receive fifteen dollars (\$15.00) per day. Unused sick days will continue to accumulate. To be eligible for this benefit, the Officer must be in service as of January 1st of the year benefits are calculated.

E. An Officer who as of the first of the calendar year has accumulated fifty (50) or more sick days, shall have the option for that year of being paid Forty Dollars (\$40.00) for each of his fifteen (15) annual sick days not used with no accumulation for days for which payment is made or the Officer may decline payment and permit unused sick days to accumulate.

F. Payment of the benefits provided for in Subparagraphs 2D and 2E shall be no later than February 15 of the year following the determination of eligibility and sick time use.

G. An Officer who is discharged or who resigns because of pending disciplinary action shall not be entitled to the benefits enumerated in Subparagraphs 2D and 2E of this Article.

3. If an Officer excuses himself from his regular tour of duty due to a non-job related injury or illness, then there shall be a charge against the Officer's sick time for only those whole hours remaining on his regular shift which are not worked. For the purposes of all sick time, a "day" shall mean 10.5 hours.

Sick time shall not be considered to extend beyond the Officer's shift. An Officer shall be permitted to use only those hours necessary for sick time absence. The

Officer shall not be denied overtime or quasi-duty on the day that sick time was used if the Officer is fit for the overtime or quasi-duty assignment duty and the overtime or quasi-duty is not during the tour of duty for which sick time was taken.

4. No charge against an Officer's individual sick time is to be made for any job-related injury or illness.

5. If an Officer is exposed to a contagious or communicable disease or condition, while on duty, that can be transmitted to other Officers or to a citizen, then the Officer is mandated to take sick leave, which shall not be charged against the individual Officer's sick time, and the Officer shall return to duty only when certified upon medical examination and report. The Officer shall at the outset produce medical certification that he was exposed to such contagious or communicable disease or condition and such certification shall state he should not appear at work and is quarantined.

6. A. Any Officer acquiring an injury or illness in the line of duty shall receive full pay, privileges and benefits to a maximum of one (1) year. Such sick leave shall not be chargeable against the individual Officer's sick time. At the expiration of ninety (90) days of continuous sick leave, from the date of initial injury, the Officer shall provide the Township with certification from a licensed physician that the Officer still suffers from a disability and cannot resume his full duty. The Township reserves the option to have the Officer examined by a licensed physician of its choice in order to determine the extent of disability and the individual Officer's fitness to return to work. Such procedure shall or may be implemented at ninety (90) day intervals until the expiration of one (1) year.

B. In the event of a conflict between the Officer's expert and the Township's expert, the Officer is entitled to a hearing to determine his fitness to return to duty and his eligibility for retirement. The hearing shall be scheduled by the Township Manager, giving each party a reasonable opportunity to prepare. The hearing shall be conducted fairly with a liberal interpretation of the Rules of Evidence. The Township Manager shall render his decision within fifteen (15) days after the conclusion of the hearing. The decision of the Township Manager shall be affirmed by Council resolution, adopted, and the Officer involved shall have the right to appeal to the Superior Court of the State of New Jersey from any adverse decision of the Township Council by filing with such Court within forty-five (45) days of the date of publication of the Township Council's Resolution in a legal publication. A copy of the Township's Resolution shall be delivered to the individual Officer concerned or his representative by Certified Mail, Return Receipt Requested within ten (10) days of the date of the Resolution.

C. Any job-related illness or injury which in the opinion of medical experts, at the time of the hearing, can be alleviated or improved to such an extent that the Officer may return to full duty within twenty-four (24) months from the onset of the injury or illness, shall entitle the Officer to be reinstated to full duty with all privileges, benefits and seniority, upon medical proof of fitness for duty.

D. When a full-time Officer is injured in the line of duty, the Township ~~Committee~~ Manager shall ~~pass a Resolution or enact enabling legislation giving~~ give the Officer up to one (1) year's leave of absence with pay. ~~Such resolution or legislation shall be consistent with this Agreement.~~

E. Prior to the passage of a Resolution pursuant to this Agreement, a

Contract shall be executed between the Officer and the Township, setting forth that the Officer shall reimburse the Township for any monies paid to him for lost wages, pursuant to the Worker's Compensation Law, so long as the Township continues to pay the Officer concerned his full regular pay, either as wages or as sick pay. In the event the Officer refuses to reimburse the Township temporary wage benefits, or enter into the Contract, or endorse his compensation check, for lost wages, to the Township, and the Township has been paying the Officer his full regular pay, then the Township may deduct such amount of compensation payment from the Officer's regular pay.

F. Any monies received from ~~Workmen's~~ Worker's Compensation by the Officer to compensate him for a permanent disability shall be the property of the Officer.

7. A. If an Officer is injured or becomes ill due to a non- job related incident or condition, the Officer, at the expiration of his accumulated sick time, shall be granted up to thirty (30) days advance sick leave upon medical proof that his illness or condition renders him unfit for duty. In the event an Officer has utilized in full the thirty (30) days of advanced sick leave and upon expiration of same, presents medical proof of his continuing disability, then and in that event, the Township ~~Committee~~ Manager may grant to the individual Officer an additional thirty (30) days advance sick leave.

B. All advance sick leave utilized by an Officer must be reimbursed by him to the Township. Such reimbursement by the Officer shall begin at anytime after his return to full duty, but in any event, no later than the next succeeding January 10th from the day he returned to full duty. The Officer concerned may return the time with

any combination of overtime, sick days, vacation days and compensatory time, but in no event more than six (6) earned sick days in a year. Reimbursement shall be at a minimum of one-third of the time taken per year if thirty (30) days or less of advance sick leave was utilized. If more than thirty (30) days of advance sick leave was utilized by the Officer, then he shall reimburse the Township at a rate of less than twenty-five percent (25%) per year.

C. Before receiving advance sick leave, the Officer will execute a Contract with the Township which shall incorporate the provisions of this Clause. In the event an Officer resigns, voluntarily, and terminates his employment with the Township prior to his having fully reimbursed the Township for advanced sick leave utilized, then, and in that event, the Officer shall pay to the Township an amount of money equivalent to one (1) day's pay for each day of time owed. The rate of pay shall be the rate of pay received or eligible for at the time the Officer took the advanced sick leave. The "first in, first out" rule shall apply.

D. At the expiration of one (1) year from the onset of the injury or illness, the parties are entitled to no less than three (3) independent, medical examinations and reports and a hearing in order to determine the Officer's fitness to return to duty or retirement. Any non-job related illness or injury which in the opinion of medical experts, at the time of the hearing, can be alleviated or improved to such an extent that the Officer may return to full duty within twenty-four (24) months of -the onset of the injury or illness shall entitle him to be reinstated with full privileges, benefits and seniority, upon medical proof of fitness for duty.

8. A. Officers, while rendering aid to another community at the direction

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

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

9. Sick leave may be utilized by Officers in the event of an injury or illness to himself or for any injury or illness to the members of his family. "Members of his family" shall mean wife or husband, son or daughter, father or mother, father-in-law or mother-in-law of the Officer. In the case of parents or mother-in-law or -father-in-law of the Officer, this Clause shall only apply when the illness or injury requires the presence, directly or indirectly, of the Officer.

10. If an Officer becomes sufficiently ill so as to require in-patient hospital care while he is on vacation, he may charge such period of illness and post-hospital recuperation against sick leave, at his option. The Officer must submit a doctor's certificate as to the need for in-hospital care and post-hospital recuperation.

ARTICLE IX

EXTENDED SICK LEAVE

Any Officer incurring an illness or injury in a non-job related incident or accident and is receiving compensation through accrued sick leave or advanced sick leave, shall remain on the payroll as an active employee whose compensation shall be considered wages until such employee exhausts his accrued and advanced sick leave.

This Article shall not affect any provisions in the South Brunswick Revised General Ordinances relating to sick pay and/or sick leave and any provisions in the Personnel Policy Procedures Manual derived from the South Brunswick Revised General Ordinances relating to sick pay and/or sick leave. To the extent this Article may be inconsistent with same, this Article shall have no effect.

ARTICLE X

BEREAVEMENT LEAVE

1. Each full-time Officer shall be granted time off with pay, not to exceed four (4) days in the event of a death in his immediate family. Notwithstanding anything contained herein, the Officer, at his option, may request an additional day of Bereavement Leave and shall receive same upon approval of the Chief of Police.

2. The term "immediate family," for the purposes of this Article, shall mean the grandparents, father or mother, wife or husband, brother or sister, son or daughter, mother-in-law or father--in-law of the Officer.

3. Any Officer, after the expiration of the fourth (4th) day of Bereavement Leave, or after the fifth (5th) day, if additional time was granted by the Chief of Police, has the option of using accumulated vacation and personal days in order to extend his time off due to extenuating circumstances resulting from the death of a spouse or child or parent. If an Officer has four (4) or less days remaining, he shall have the right to charge against next year's vacation and personal days, the difference between the number of days he has remaining and five (5) days. If an Officer has no vacation or personal days remaining, then he shall have the right to take up to five (5) days advance leave against the next year's vacation and personal days, entitlement as selected by the Officer, upon application.

4. Reasonable verification of death may be required by the Employer.

ARTICLE XI

OFF/DUTY WORK

1. All Officers shall receive the per hour for quasi-duty as set forth in the June 2002 side letter between the Township and the PBA.

2. The Police Department agrees to post all requests for off-duty work. A list shall be established and off-duty work will be assigned in order of seniority. Once an Officer works an off-duty job, he shall be charged with the number of hours worked on that job. The next job opportunity will be offered to the most senior officer with the least amount of accumulated hours. As of January 1 of each year, the seniority list shall be reposted with all of the Officers beginning again with zero charged hours.

3. Quasi-duty shall not be denied to an officer who has used vacation or compensatory time on that same day, so long as it does not short the shift; and quasi-duty shall also not be denied to an officer who has used sick time on that same day, provided that no quasi duty shall be given to an officer during the same hours for which such time is taken or if the officer is deemed unfit for quasi-duty.

ARTICLE XII

SECONDARY EMPLOYMENT

1. An Officer may accept and be employed in any occupation during his off-duty hours, provided such occupation is not in violation of any Federal, State or Local Law, and provided that such occupation does not cause a conflict of interest with his job as an Officer. The Officer shall be required to obtain the permission of the Township Manager ~~Employer~~ before he obtains other employment. Permission to engage in off-duty occupations or work shall not be arbitrarily or unreasonably denied, nor shall harsh or restrictive terms and conditions be set. An Officer is limited to a maximum of twenty-five (25) hours per week in any occupation or occupations during his off-duty hours. No Officer shall engage in outside employment for more than four (4) hours on any regularly scheduled work day.

2. Neither the nature of the work nor the number of hours performed as Quasi-Duty by an Officer shall affect an Officer's right under this Article nor limit the number of hours he may work in an off-duty occupation as provided in this Agreement. No Officer will be permitted to work at secondary outside employment in any hours for which sick time is claimed or within five (5) hours thereof, unless the Township Manager specifically approves it. This provision shall not include quasi-duty which is under the control of the Township.

3. It is understood that the full-time Officers will consider their position with the Township as their primary employment. Any outside employment or activity must not interfere with the Officer's efficiency in his position with the Township and

must not constitute any conflict of interest.

ARTICLE XIII

LONGEVITY PLAN

1. All Officers hired prior to January 1, 1983, upon completion of three (3) years continuous employment service shall receive longevity increase computed at the rate of two (2%) percent of such Officer's base pay. Thereafter such Officer shall receive annual longevity increases computed as follows:

After completion of 5 years	4%
After completion of 8 years	6%
After completion of 11 years	8%
After completion of 15 years (up to \$5,000)	10%

Such longevity payments shall be payable with the officers regular payroll checks in equal installments.

2. All Officers hired after January 1, 1983 shall receive the following longevity benefits:

After completion of 5 years of continuous service, an annual payment of	\$1,250.00
After completion of 10 years of continuous service, an annual payment of	\$1,500.00
After completion of 15 years of continuous service, an annual payment of	\$2,000.00
After completion of 20 years of continuous service, an annual payment of	\$2,500.00
After completion of 25 years of continuous service, an annual payment of	\$3,000.00

Such longevity payments shall be payable with the officers regular payroll checks in equal installments.

~~3. All Policemen who were newly hired by the Township on or after January 1, 1979, and former Officers not meeting the definition and qualification of "continuous employment service" shall receive salary or wage stability increases in accordance with Paragraph 2 of this Article.~~

3. Longevity shall be considered part of the Officer's regular pay for the purpose of retirement benefits.

4. "Continuous employment service" shall mean continuous employment by the Township ~~and/or such other employment or position covered by N.J.S.A. 40A:9-5,~~ without breaks in service from year to year, except for annual vacation, earned sick leave, extended sick leave, service in the Armed Forces of the United States, any period the Officer was not engaged on active duty as a result of a pending or finally determined disciplinary action, lay- offs, time off as may be particularly specified in this Agreement and authorized leave of absence up to one (1) year. The period of a lay-off shall not constitute a break in service, but the period of lay-off shall not be credited to the Officer's record for all related benefits.

5. No payment under this Article shall exceed \$5,000.

ARTICLE XIV

UNIFORM CLOTHING /CLEANING ALLOWANCE

1. Each Officer shall receive from the Township an allowance, above all other remuneration, for the replacement of clothing and equipment. The uniform clothing/cleaning allowance to be paid to each Officer shall be \$1,050 per annum. Effective January 1, 2004, the uniform clothing/cleaning allowance shall be increased to \$1,100 per annum. Effective January 1, 2006, the uniform clothing/cleaning allowance shall be increased to \$1,150 per annum.
2. The uniform clothing/cleaning allowance shall be paid in two (2) equal installments payable February 15 and July 15; if said days fall on a holiday or weekend, then on the next business day.
3. In addition to the provisions of the foregoing paragraphs, the Township shall purchase and furnish to each newly employed Officer, one (1) handgun, not more than three (3) years old, which shall be in good working order. Said gun shall be returned to the Township upon the termination of the Officer's employment.
4. In the event the issued handgun of any Officer is determined to be defective in any manner, including sights, work barrels, then the Township shall replace said Officer's hand gun immediately.
5. If at any time the Township makes any uniform change, the initial cost of requiring each Officer to change his uniform shall be borne by the Township and shall not be paid out of any part of the Officer's uniform or cleaning allowance.
6. Any Officer who has had his uniform damaged in the line of duty shall have

that portion or all of his uniform completely replaced and the costs shall be borne by the Township. The Township retains the option to replace on an item for item basis. At the Officer's option, he maintains the ability to obtain current replacement value from the Township for the item he wishes to replace himself with a better grade or quality item. An Officer will be required to produce receipts showing that his replacement cost was more than the replacement value. Any type of personal property, belonging to an Officer which is damaged in the line of duty shall be reimbursed up to a maximum of \$80.00 per incident.

7. The term "in the line of duty" for the purposes of Paragraph 6 of this Article, only shall mean police activity or action of an affirmative or defensive nature. Such action shall include, but not be limited to situations such as: searches, seizures, arrests, physical conflict, use of force, confrontations, result of third party actions, aid to distressed parties, accident scenes, administration of first aid, investigations, civil disputes and disturbances, riot control, civil defense emergencies and the like. It shall not include a fall, contacts, the soiling or damage to the uniform or personal effects that did not occur as the result of or arise out of situations calling for affirmative or defensive action in the line of duty.

8. The Officer must make a full report, for items damaged and how it occurred plus turn in damaged equipment by the end of the shift when practicable.

9. The clothing allowance/maintenance specified in Paragraph 1 shall be pro-rated during the Officer's first and last years of service.

ARTICLE XV

HOLIDAYS

1. Fourteen (14) official holidays with pay shall be observed by the Township to be designated by the Township ~~Committee~~ Council each year.
2. Any Officer in patrol and traffic divisions shall receive one (1) compensatory day for each holiday he is required to work as part of his regular shift beyond seven (7) holidays.
3. Effective December 31, 2001, for calendar year 2002 and thereafter, Holiday pay shall be included with and considered to be part of an officer's base annual salary for all purposes and shall be paid with the regular payroll periods in equal installments. Holiday pay shall be calculated in accordance with present practice (pro-rated for length of service during the year).
4. **Formula:** For calendar year 2002 and thereafter, Holiday pay shall be calculated based on the following formula: Salary (Article III) + Stipend, if applicable (Article XVI) + Longevity (Article XIII) + PFC, if applicable (Article III) ÷ 261 x 14 Holidays = Holiday Pay. This formula is to be repeated each year to account for increases to compensation.
5. **Examples for January 1, 2002:**
 - A. 11 Year Senior Patrol Officer (non PFC, non Bureau): 66,084 + 1500.00 = 67,584 ÷ 261 = 259.00 x 3626.00.
 - B. 16 Year Senior Patrol Officer with PFC (non Bureau): 66,084 +

$$2000 + 1500 = 69,584 \div 261 = 267.00 \times 14 = 3738.00.$$

C. 16 Year Senior Patrol Officer with PFC and Bureau: 66,084 +

$$2000 + 3000 + 1500 = 72,584 \div 261 = 278.09 \times 14 = 3893.00.$$

ARTICLE XVI

ASSIGNMENTS

1. ~~Each Officer assigned to the Investigative Division, or Canine, Traffic or Juvenile Bureaus shall receive a five percent (5%) increase in pay over the salary he would be making as a Patrolman for the period of time that he is assigned to such position, inclusive of vacation time. Effective January 1, 2002, all Officers assigned to the Investigative Division or Canine, Traffic or Juvenile Bureaus, shall receive a \$3,000 increase to his base salary for all purposes for the period of time assigned to such position, inclusive of vacation time. The 5.0% increase shall be eliminated as of January 1, 2002.~~

2. Those Officers in the Juvenile, Detective and Traffic Bureaus who are on call on a regular basis (not rotating individuals) shall receive two (2) hours compensation time for every 40 hours on call. Compensatory time shall be straight time to be taken with the approval of the Chief of Police or designee.

3. The Township agrees to make patrol assignments only based upon seniority except under exigent circumstances in the opinion of the Chief of Police. The parties agree that this language shall be interpreted in a fashion which is consistent with PERC decisions regarding assignments which recognizes management's right to make assignments based on special qualifications, needs or training. Switches between A & B squads may be made only with documented cause or with the voluntary consent of the officers who are moved.

ARTICLE XVII

MEDICAL-HEALTH BENEFITS

1. The Employer agrees to assume the full cost of coverage for officers and dependants in the State Health Benefits Plan, or equivalent coverage. Insurance coverage shall include the expanded wellcare and dependant coverage for children of an officer as provided to other employees of the Township. In addition, the Employer agrees to pay the full cost of the dental service plan for basic and additional dental coverage and extended dental coverage under the plan presently provided by Blue Cross-Blue Shield. In addition to the benefits and levels contained herein, the Employer may, from time to time, offer enhanced options and/or additional optional benefits at the employee's expense.

2. The Township shall pay for and continue to provide each Officer with a prescription drug benefit plan and vision care plan, as is presently in effect, covering the member Officer, his spouse and dependent children. The prescription drug benefit plan shall be obtained through the State of New Jersey Health Benefits Plan. Said prescription drug benefit plan shall provide for full reimbursement of the cost of prescription drugs, less five (\$5.00) dollars co-payment. The Officer shall receive up to \$15 to defray cost of glaucoma test if not included as part of regular eye exam.

3. The Employer may change insurance carriers provided that the overall benefit level remains the same and that there are no costs assessed against the Officer. The Employer will provide a comparison analysis of benefits prior to any contemplated change.

4. Each Officer shall be given a booklet describing his health, death and disability benefits in detail. Each Officer shall receive copies of the respective insurance policies instructions on making claims, forms where available, and identification cards, where applicable.

5. The Township shall provide Retiree Medical Benefits, including prescription benefits, for the Retiree and family who retire with a minimum of 25 years of service within PFRS or other State or Local retirement plan and 15 years of service with the Township or on an ordinary or accidental disability retirement. If the Officer retires with 30 years service within PFRS with a minimum of 15 years service with the Township, the Officer shall receive dental insurance until eligible for medicare. If an Officer dies "off the job", the family shall receive medical insurance, including prescription coverage for a period of five (5) years or until the spouse remarries or obtains employment which provides medical insurance coverage. If the Officer dies on the job, the family shall receive ten (10) years medical insurance, including prescription, or until the spouse remarries or gets other employment which provides medical insurance coverage.

ARTICLE XVIII

DISABILITY AND DEATH BENEFITS

1. The Township shall continue in full force and effect a "Special Risk Accident Policy" covering each Officer. Such Special Risk Policy shall be equivalent to the policy presently maintained and in existence with Hartford Accident and Indemnity Company Policy Number SR 331457. Such Special Risk Accident Policy now and in the future shall contain at a minimum, a maximum accidental death benefit of Ten Thousand Dollars (\$10,000.00) and at a minimum, a maximum accidental dismemberment benefit in the amount of Ten Thousand Dollars (\$10,000.00), provided such injury is sustained while actually on duty under the supervision of the policyholder (The Township) or while participating in fund raising drives, training classes, tests, drills or trial of a piece of apparatus connected directly with such duties. All riders to the present existing policy shall be required and maintained by the Township, unless same are involuntarily canceled. A copy of the Special Risk accident Policy is annexed hereto and made a part hereof.

2. In the event of an Officer's death, all accumulated or accrued sick time shall be paid in accordance with Article VIII, and in addition all vacation time, holiday pay, compensatory time and all other payment convertible to cash, less any amounts owing to the Township, payable in accordance with the terms of this Agreement and as otherwise provided by the Township, shall be provided to the Officer's beneficiary, in accordance with the Officer's Last Will and Testament. In the event that the Officer dies intestate, then all benefits payable shall be distributed to his survivors in accordance

with the Laws of Intestacy in the State of New Jersey (N.J.S.A. 3A:2A:33), unless the Officer has designated the beneficiaries of the benefits hereunder by filing a Certificate naming them on a form to be provided by the Township and made a part of the Officer's personnel file. Certificate changes re-designating the beneficiaries of the benefits hereunder may be made by the Officer at anytime. All accumulated or accrued sick time, vacation time, holiday pay and compensatory time payable shall be calculated, determined and pro-rated to the time of death as if the Officer had on that date retired.

ARTICLE XIX

EDUCATION AND TRAINING

1. All Officers earning college credits in courses related to Police Science or Criminal Justice Degrees, from a recognized or accredited school, shall be compensated at the rate of \$60.00 per year, per credit except when sent for training which is paid for by the Township. All Officers non-matriculating at a recognized or accredited school and earning college credits or passing/satisfactorily completing courses in Police Sciences or Criminal Justice shall be compensated at the rate of \$60.00 per year, per credit (or per credit value). Officers shall be compensated upon submission to the Township of proof of completion of the course or courses undertaken; reimbursement shall constitute total payment for the credits.

2. Any Officer attending the Police Academy or other police training academy recognized by the New Jersey Police Training Commission, with the consent or approval of the Chief of the Department, shall be compensated straight time to complete the course. An Officer shall be paid for meals and transportation, if not provided, while attending the Police Academy or any other institution that he is ordered or authorized to attend by the Chief of the Department or his designee. Overtime compensation when attending education and training shall apply when the Officer is attending such course on his regularly scheduled day off and then in accordance with the Article VII, "Compensatory Time."

3. Each Officer shall without discrimination and with an equal opportunity according to seniority, provided he has not previously attended the same school, be

permitted to attend certified police training schools for the purpose of job education and job training. All fees for ordered or authorized training, shall be borne by the Township. Officers attending ordered or authorized courses of training shall be compensated with full pay and benefits. When attending police courses on scheduled days off, compensation for other than meals, transportation and lodging shall be as provided for in this Article and as in Article VII, "Compensatory Time."

4. In the event that any school or academy requires overnight attendance, or if the location of such training institution is of such distance away from the Officer's home that overnight attendance is both desirable and convenient and facilities and means are not provided, the Township will reimburse each Officer his lodging and meal expenses for meals and accommodations not provided by the training institution or the PBA Local or the State Association. Effective upon the signing of this Agreement, reimbursement shall be made to the Officer pursuant to Section 8.3 of the PPPM. Where possible, the Township will make advance reservations for lodging.

5. Subject to availability and funding, all Patrolmen and Detectives shall receive education, training and experience in all areas of Police Science, including, but not limited to the following areas of criminal investigation and forensic sciences and police technology:

Homicide investigation;

Latent prints;

Breathalyzer operation;

High powered rifle marksmanship;

Automatic weapons marksmanship;
Crime scene detection and gathering of evidence;
Narcotics;
Riot control; and
Hostage negotiations.

6. When the Chief of Police or his designated representative or training Officer receives notice of the availability of state accredited police training courses, he shall immediately post all notices of same, conspicuously for all Officers.

7. Each Officer who was employed by the Township on or before December 31, 1996 who shall have received an Associates Degree from a recognized or accredited school shall be entitled to an annual increment of Four Hundred Fifty Dollars (\$450.00) which shall not, be considered part of his base salary. Each Officer who shall have received a Baccalaureate (Bachelor's) Degree from a recognized or accredited school shall be entitled to an annual increment of One Thousand Dollars (\$1,000.00) which shall not be considered part of his base salary. Each Officer who shall have received a Master's Degree from a recognized or accredited school shall be entitled to an annual increment of One Thousand ~~one~~ Five Hundred Dollars (~~1,100~~) (\$1,500) which shall not be considered part of his base salary. Regardless of the number of types of degrees to which the Officer may be a recipient, he shall be entitled to only the maximum permissible increment payment for the highest degree held. Increment payments are separate and apart and above the individual Officer's base salary. Increment payments to recipients of recognized degrees shall be made in lump

sum in the last pay period of November, in each calendar year.

8. Officers qualifying for a new degree level shall notify the Township in writing by October 1st of the calendar year of their attainment of such new degree. Additionally, Officers who will complete the requirements for a degree after October 1st of a calendar year shall notify the Township in writing by October 1st of expected degree completion and shall be eligible for that calendar year's payment upon submission of documentation of the completion of degree requirements, such requirements having been completed during that calendar year.

9. Officers hired after October 1st in any calendar year shall not be eligible for the degree incentive benefit in that calendar year.

10. The physical fitness program implemented by the Township unilaterally during the last contract term shall be optional at the sole discretion of the Township.

ARTICLE XX

SCHEDULING

1. Scheduling of duty shall be uniform and consistent. Changes therein shall not unduly inconvenience any Officer.

2. Officer shall be entitled to ~~sixteen (16)~~ twelve (12) hours of off-duty time between each regularly scheduled shift. This Article shall not apply where the Officer agrees or is required to work overtime or where ~~manpower~~ staffing is required in declared emergency situations .

ARTICLE XXI

SHIFT DIFFERENTIAL

Officers working during the “3” shift or the “1” shift shall be entitled to shift differential regardless of assignment in accordance with the following provisions:

a. Officers working the “3” shift who start their shifts between 11:00 a.m. and 2:00 p.m. shall be entitled to a rate differential increase in pay of three (3%) percent of base salary (convertible to hours) for each hour actually on duty.

b. Officers on duty for the “1” shift (10:00 p.m. to 8:30 a.m.) shall be entitled to a rate differential increase in pay of five (5%) percent of base salary convertible to hours for each hour actually on duty.

c. The hourly rate for purposes of determining shift differential pay only shall be determined by first dividing the officer’s established annual salary by 2,080. The resulting figure shall then be increased by three (3%) percent or five (5%) percent of its own value as the case may be .

ARTICLE XXII

LEAVE OF ABSENCE

A leave of absence without pay may be granted for good cause to any Officer for a period of up to one (1) year. Such leave shall be granted at the sole discretion of the Township after recommendation from the Chief of Police.

ARTICLE XXIII

MILITARY LEAVE

1. All Officers shall be granted a leave of absence for field training in accordance with the following provisions:

A. An Officer who is a member of the Organized Reserve of the Army, Navy, Air Force, Coast Guard, or Marine Corps, or of the National Guard, or any other organization affiliated therewith, shall be entitled to a leave of absence from his respective duties without loss of pay or time on all days on which he shall be engaged in field training, such period shall not exceed two (2) weeks in the calendar year. Such leave of absence shall be in addition to the regular annual vacation allowed such Officer. The Township shall pay the Officer the difference between his regular pay and his military pay.

B. An Officer called into any other extended service of the Armed Forces shall be placed on leave without pay for the period of such leave. Re-employment following such leave shall be in accordance with the provisions of Federal and State Laws.

C. In addition to the foregoing, Officers shall receive all military leave in accordance with State and Federal law.

2. The Township shall not reschedule any Officer's regular leave or scheduled day off in order to conform to the days in which the Officer must fulfill his military obligation.

ARTICLE XXIV

JURY DUTY

All Officers covered by this Agreement shall be entitled to jury duty leave pursuant to N.J.S.A. 2B:20-16.

ARTICLE XXV

PHYSICAL EXAMINATIONS

Physical Examination shall be given to all Officers, yearly, and the cost shall be borne by the Township.

ARTICLE XXVI

SENIORITY

1. All full-time Officers shall have seniority, for all purposes, over all part-time Officers. Seniority shall be determined from the first date of employment with the Township, provided service is continuous.

2. In the event of lay-offs, the Officer with the least seniority shall be laid off. All Officers who are laid off shall have first right to be re-employed and the Township shall not employ anyone as a member of the Police Department until all laid off members have been fully reinstated to duty with all pay and privileges.

3. Seniority shall be applied in cases off layoffs and rehires.

4. The right to re-hiring or reinstatement shall not be applicable to Officers who are dismissed or discharged during their probationary period.

5. Continuous employment services shall mean continuous employment by the Township ~~and/or such other employment or position covered by N.J.S.A. 40A: 9-5,~~ without breaks in service from year to year except for annual vacation, earned sick leave, extended sick leave, service in the Armed Forces of the United States, authorized leaves of absence up to one year and any period the Officer was not engaged on active duty as a result of pending or finally determined disciplinary action, lay-offs and time off as may be particularly specified in this Agreement. The period of lay-off shall not constitute a break in service, but the period of lay-off shall not be credited to the Officer's record for all related benefits.

ARTICLE XXVII

MISCELLANEOUS WORKING CONDITIONS

1. Any new rule or modification of present negotiable rules regarding the working conditions of Officers shall be submitted to the PBA no less than ten (10) days prior to its introduction before the governing body except in emergency. All new rules or modification of present rules regarding the working conditions of Officers shall be negotiated with the majority representative of the PBA prior to their establishment.

2. The authorized representative of the PBA shall be entitled to act for and to negotiate agreements covering all Officers in the unit and shall be responsible for representing the interest of all such Officers without discrimination and without regard to employee organization membership.

3. The Agreement shall supersede and prevail in all instances where the Agreement conflicts with other rules, procedures and ordinances of the Township. Where this Agreement is silent, then the rules, procedures and ordinances of the Township shall prevail.

4. The Township shall provide each Officer equipment which shall be used by the Officer in his daily work routine, as follows:

- A. Flashlights
- B. Flashlight batteries
- C. Pens

5. The Township and the PBA hereby agree and recognize that the safety of

the members of the Police Force is paramount and of major concern. The Township hereby agrees that it shall maintain all police vehicles in safe operating condition. No Officer may be required to use or operate a vehicle which is not in safe operating condition. No Officer shall be disciplined for his refusal to operate a police vehicle which is not in safe operating condition.

In the event the Township is unable to purchase a new police vehicle being designed by the manufacturer as a "police packaged vehicle" or with a similar designation or meaning, then the Township shall obtain a vehicle which is comparably equipped.

6. Each marked police vehicle shall be equipped with prisoner cage protection. While transporting prisoners, no Officer may be required to use nor shall he be disciplined for refusal to operate a vehicle without prisoner cage protection.

7. All Officers traveling outside the Township, on official business, shall be entitled to use a Township vehicle, if available. If no Township vehicle is available, the Officer shall be reimbursed tolls, parking, and mileage per policy set forth in the Personnel Policy and Procedures Manual for use of his own personal vehicle.

8. The Township shall provide the following equipment which shall be maintained in good working order in each police patrol vehicle:

- A. one (1) helmet with detachable face shield
- B. Flares
- C. Fire extinguishers

9. The Employer will provide a bulletin board, in a conspicuous location in

police headquarters, for use of the PBA, for posting notices concerning PBA business and activities. All such notices shall be posted only upon the authority of the officially designated PBA representatives and shall not contain any salacious, inflammatory or obscene material.

ARTICLE XXVIII

BILL OF RIGHTS

1. Officers hold the unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the Township.

2. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of officers of the Department. These questions may require investigations by superior Officers. These investigations are to be conducted in a manner which is conducive to good order and discipline. Any investigation shall follow a procedure which is in compliance with the Law, Statutes, Ordinances, case decisions and as outlined herein, giving just due to the rights of the parties involved and consistent with due process. Whenever an Officer is under investigation or subject, to interrogation by a law enforcement agency, for any reason which could lead to a disciplinary action under N.J.S.A. 40A:14-147, the interrogation shall be conducted under the following conditions:

A. The Officer shall be immediately informed of the nature of the investigation before any interrogation commences.

B. If the informant or complainant is anonymous, then the Officer shall be so advised. Sufficient information to reasonably appraise the Officer of the allegations must be provided.

C. If it is known that the Officer is being interrogated as a witness only, he shall be so informed at the initial contact. If the Officer is the subject of a disciplinary investigation, he shall have the opportunity to obtain representation by an attorney and/or by the PBA in accordance with this Article.

D. All complaints against or concerning an Officer shall be memorialized in writing. The written memorialization shall be in report form, serialized, marked with the date and time of receipt and forwarded to the Chief of Police. Unsubstantiated or unfounded complaints may be maintained provided they are noted as being without foundation. No such complaints shall be used in any evaluation or in any discipline of the Officer for any reason.

E. Interrogation sessions shall be for reasonable periods. The Officer being interrogated shall be allowed to make telephone calls and to obtain refreshments and meals.

F. In matters which are purely disciplinary in nature, the Officer may request a suspension of the interrogation for up to twenty-four (24) hours, which request shall be granted. At the time and place designated for continuance of the interrogation, the Officer may be represented by an attorney or a PBA representative and shall be prepared to respond to the interrogation. The Officer may be required, at the resumption of the interrogation, to submit a written or supplemental report, of the type ordinarily required under Department Rules and Regulations, detailing his

knowledge of facts regarding the allegations. A written report may be obtained from the Officer only when the allegations arise out of his employment.

G. Nothing herein shall be construed to prevent the investigating Officer from informing the Officer of the possible consequences of his act. If the refusal to answer questions in non-criminal matters may result in disciplinary action against the Officer, then he shall be so advised.

H. If the investigation or interrogation of a law enforcement Officer results in a recommendation of some action, such as demotion, dismissal, transfer, loss of pay, reassignment or other similar action which would be considered a punitive measure, then before taking such action, the law enforcement agency shall give notice to Officer that he is entitled to a hearing on the issues pursuant to N.J.S.A. 40A:14- 147.

I. The Officer or his attorney shall be provided with all reasonable discovery by the Township or the Department provided such demand is made within seven (7) days of the Officer's receipt of his charge(s).

J. The hearing shall be conducted by the Township Manager. If the Township Manager is in conflict, in any respect, or unavailable, then and in that event, the hearing shall be conducted by a person, impartial to the issues, who shall be appointed by the Township Manager. The Officer or his representative must state the conflict and request the removal of the Township Administrator at least seven days

prior to the hearing provided the basis of such objection is within his knowledge at that time. The Hearing Officer shall not have participated in any step of the investigation or interrogation other than in a purely ministerial role.

K. The Hearing Officer shall render a decision within 21 days after the close of a disciplinary hearing concerning an Officer. If a verbatim recording was made of the disciplinary hearing, in the event a transcript was prepared, then the Hearing Officer shall render his decision within twenty-one (21) days after receipt of a transcript of such proceedings.

L. Any decision, order or recommendation for action resulting from the hearing shall be in writing and shall be accompanied by findings of fact and a certification that the transcript, if one was ordered, was received by the Hearing Officer. A copy of the decision or order, accompanying findings and conclusions, along with any written recommendations for action, shall be delivered or mailed promptly to the Officer concerned and his attorney.

M. In the event of a grievance, an Officer may represent himself or may be represented by the PBA, a fellow worker, or an attorney.

3. Personnel Files

A. All official personnel files shall be kept in the Office of the Township Manager. Upon prior notice to and authorization by the Township Manager or his/her designee, Chief of Police or his designee, all Officers shall have

access to their individual personnel file. Upon prior notice to the Chief of Police or his designee, all Officers shall have access to any of their individual personnel files or duplicates of official personnel files which might be kept in the Office of the Chief of Police. Any such request shall not be unreasonably denied.

B. The Township and Department shall not insert any adverse material into any file of the Officer, unless the Officer has had an opportunity to review, sign, receive a copy of and comment in writing upon the adverse material, unless the Officer waives these rights.

C. The Officer shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the Officer's individual personnel file within ten (10) days of placement in file.

D. An Officer may exercise his right to review and copy his file and to initial and date each document contained therein. Should any document which predated the Officer's review of the file be entered or proposed to be entered in any hearing, which document does not contain the Officer's initials and date, all negative inference may be drawn by the Hearing Officer as to the documents legitimacy and timeliness.

4. The parties hereby acknowledge that the terms and conditions of the N.J.S.A. 40A:14-147 shall govern and control in any areas either not addressed within the preceding paragraphs of the Bill of Rights on which, if covered, conflict with the statutory language.

ARTICLE XXIX

PBA REPRESENTATIVES/COLLECTIVE NEGOTIATIONS

1. During collective negotiations, authorized PBA representatives, not to exceed two (2), shall be excused from their normal duties to participate in collective negotiations and shall suffer no loss of pay or privileges thereby. The Township recognizes that any violation of this clause is an unfair practice.

2. To maintain good order and to provide an atmosphere conducive to negotiations, representatives from all parties hereto shall be limited in the number of representatives seated on their respective collective bargaining committee.

3. The Township shall be limited to one (1) person per seat to a maximum of five (5) seats on their respective collective bargaining committee. Each member of the Township's collective bargaining committee shall have been authorized and designated by the Township Committee and shall submit credentials to the PBA upon request.

4. The collective bargaining committee for the PBA shall have one (1) person per seat to a maximum of five (5) seats, one of which may include a retained representative of the PBA, who is not a police Officer. The PBA's right to representation or seating of an attorney on their respective collective bargaining committee shall not be questioned. If any new class, designation or category of Officer is eventually included within the Police Department and the PBA then becomes the collective bargaining agent for such designated group, then the collective bargaining committee of the PBA shall increase by one (1) seat for each new category or group

included. It is understood, at the present time, that the PBA represents all patrolmen and detectives within the Police Department. In the event that any one of these groups is no longer represented by the PBA, in the future, the number of seats in their respective collective bargaining committee shall not be decreased below five (5).

5. The Township recognizes that the PBA has the sole and absolute right to designate authorized representatives filling the seats on their respective committee and the proper credentials shall be submitted to the Township upon their request.

6. The Township agrees to furnish to the PBA all public information concerning the financial resources and assets of the Township. Further, the PBA shall have the right to review the Township's annual budget, including worksheets, and the monthly summaries of all costs and expenditures showing encumbered and unencumbered monies. All of the foregoing records and information shall be made available to the PBA, during regular business hours, for examination and reproduction. Reproduction costs shall be borne by the PBA

7. Negotiations between the Township and the PBA for any successor agreements shall commence no later than one hundred and fifty (150) days prior to the Township mandatory budget submission date and in accordance with existing law.

8. PBA DELEGATE AND ALTERNATE LEAVE.

A. The PBA Delegate or Alternate will be entitled to ten (10) days leave without loss of pay per calendar year to attend various delegate meetings.

B. The ten (10) days are not cumulative.

- C. The Delegate or Alternate Delegate will give the Chief or his designee reasonable advance notice when he is taking PBA leave time for scheduling purposes.
- D. The PBA will provide the Chief or his designee with the names of the individual officers serving as the PBA Delegate and Alternate Delegate.
- E. The PBA delegate and one designee shall receive leave without loss of pay for all conventions of the State PBA.

9. PBA BUSINESS.

- A. The PBA President, Vice President and delegate shall be released from duty with pay to run the monthly meetings as scheduled, unless such release shorts the shift. If it shorts the shift, then only the PBA President can be released. Any officer released under this section is subject to recall in an emergency.
- B. The PBA President will be entitled to four (4) days leave without loss of pay per calendar year to attend to PBA business.
- C. The four (4) days are not cumulative.
- D. The PBA President will give the Chief or his designee reasonable advance notice when he is taking time off for PBA business for scheduling purposes.
- E. PBA Business leave may be taken in increments of one (1) hour or more.

ARTICLE XXX

SECURITY OF AGREEMENT

Authorized representatives of the PBA, and/or its attorney, shall be permitted to visit Police Headquarters and have reasonable access to the Township Manager and the Chief of Police for the purpose of ascertaining whether or not this Agreement is being observed. The right shall be exercised reasonably.

ARTICLE XXXI

PRO RATA BENEFITS

All benefits conferred under this collective bargaining agreement except degree compensation shall be pro rated during the Officer's first and last years of service to reflect actual time served during those years.

ARTICLE XXXII

PAYROLL SAVINGS PLAN

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

ARTICLE XXXIII

POLICE FUNERAL DETAIL

The Township agrees to recognize and support a uniform "Police Funeral Detail, consisting of four (4) PBA members, representing the local department, the detail to be selected by the PBA, in an official capacity, to attend the funerals, in the State, of law enforcement Officers who have given their lives in the line of duty. The detail shall be allowed off from an assigned shift, with pay. The Township shall supply the Officers, for their transportation in attendance of the funeral, a marked patrol car.

ARTICLE XXXIV

FALSE ARREST INSURANCE

The Employer will continue to provide the False Arrest Insurance in effect to date and shall, if not already provided, have such policy of insurance cover any and all expenses incurred in any proceeding against an Officer arising out of or incidental to the performance of his duties as a member of the Police Department of South Brunswick. Such insurance coverage shall include indemnification against compensatory damages awarded to any person in any such proceeding to a maximum of five million dollars (\$5,000,000.00).

ARTICLE XXXV

DISCIPLINE

1. Where the Township imposes discipline pursuant to law, written notice of such discipline shall be given to the Officer. Such notice shall contain a reasonable specification of the nature of the charge, a factual description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline.

2. Discipline means official written reprimand, fine, suspension without pay, reduction in grade or dismissal from service based upon the personal conduct or performance of the involved Officer.

ARTICLE XXXVI

LEGAL REPRESENTATION AND LEGAL FEES

1 . The Township agrees to provide for the defense of actions or proceedings in accordance with N.J.S.A. 40A:14-155. The Township further agrees that the Officer or Officers of the South Brunswick Police Department who are the defendant or defendants in such an action shall have the right to select the attorney of his/their choice, except that the Officer or Officers agree that the Township shall pay for such legal services only in accordance with the Statute, and further agree that such legal services shall be paid in accordance with the prevailing hourly rate in the Township Attorney's contract with the Township. In no event shall the hourly rate be less than \$50.00 per hour.

The defense of actions pursuant to the Statute may include the reasonable cost of services for experts and/or investigators.

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

ARTICLE XXXVII

GRIEVANCE PROCEDURE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

2. Nothing herein shall be construed as limiting the right of any Officer having a grievance to discuss the matter informally with any appropriate member of the Department.

3. With regard to Officers, the term "grievance" as used herein means an appeal by an individual Officer, the PBA or group of Officers, from the interpretation, application or violation of the terms and conditions of this Agreement. With regard to the Township, the term "grievance" as used herein means a complaint, or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

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

during the pendency of any disciplinary proceedings.

5. Grievances, disputes or controversies which may arise shall be resolved in the following matter:

A. A written grievance shall meet the following specifications:

- (a) It shall be specific.
- (b) It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
- (c) It shall specify the section of the Agreement or Rule or Regulation or statute or ordinance which has been allegedly violated, misapplied or as to which the dispute arises.
- (d) It shall state the relief requested.
- (e) It shall contain the date of the alleged dispute, controversy or issue.
- (f) It shall be signed by the grievant or PBA representative.

B. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

C. Step Procedure:

Step One: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he knew or should have known of its existence, the aggrieved or the PBA shall institute action in writing under the provisions hereof. Written acknowledgement of receipt of grievance shall be provided to the grievant or PBA. The Chief or designee shall investigate the grievance and provide a written answer to the PBA President or his designee and the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement. Failure to act within specified time limit shall be deemed to constitute an abandonment of the grievance.

If the grievance was addressed to and/or answered by the Police Chief or his designee at Step One, then the grievant or PBA can proceed directly to Step Three if the grievant or PBA wishes to continue the process.

Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the PBA and the grievant, then the grievance shall then be submitted in writing within ten (10) calendar days, by the grievant, to the Chief of Police. The Chief of Police shall submit his written answer, to the PBA President or his designee and the grievant, within seven (7) calendar days. This time limit may be waived by mutual agreement.

Step Three: In the event the grievance shall not have been resolved at Step Two, or if no written response from the Chief of Police is received by the PBA and the grievant, then, the grievance shall be submitted within ten (10) calendar days to the Township Manager by the grievant. The Township Manager shall investigate and report

his findings and recommendations, in writing, within twenty (20) calendar days to the PBA President or his designee, grievant, Chief of Police and to the attorney or representative for the grievant, if any.

Any employer grievance will be filed with the PBA President at Step Three. The PBA President shall respond, in writing, within seven (7) calendar days to the Township Manager. The times indicated may be extended by mutual agreement.

Step Four: In the event the grievance shall not have been resolved at Step Three, and in the instance of an employer grievance at Step Three, then the PBA or the Township grievant may seek relief at arbitration as herein specified. In all respects the initiation of binding arbitration shall begin within forty-five (45) days after receipt of a written resolution from the Township Manager.

B. Arbitration:

1. Arbitration requests shall be directed to the Public Employment Relations Commission subject to the rules then existing of such Agency. The aggrieved party shall send a copy of the arbitration request to the other party. The request shall specify the particulars of the grievance and the Agreement provision(s) allegedly violated.

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

3. The arbitrator shall hold the hearing at a time and place

convenient to the parties and no later than thirty (30) calendar days after his acceptance to act as arbitrator. The arbitrator shall issue his decision in writing with reasons within twenty-one (21) days after the close of the hearing. The decision of the arbitrator shall be served upon the Officer or Officers aggrieved, the Officer's representative, the Township and the PBA, in writing. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a preliminary determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

4. Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed as to limit the submission of proofs by the parties.

5. An arbitrator shall not have the power or authority to add to, subtract from, or modify the provisions of this Agreement or the Laws of the State of New Jersey, and shall confine his decisions solely to the interpretation and application of this Agreement. He shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall not submit observations or declarations of his opinions which are not relevant in reaching the determination. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement,

provided such remedy is permitted by law and is consistent with the terms of the Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement, except as provided within the Agreement. The arbitrator shall not have the authority to add to or subtract from or modify any of the terms of this Agreement or to limit or impair any right that is reserved to the Township or the PBA or Officer or to establish or change any wage or rate of pay that has been agreed to in this Agreement, except where the arbitrator finds that a clause in this Agreement is illegal or unconstitutional.

6. The PBA may not withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration proceedings except with prejudice, unless the Township shall consent that such withdrawal of discontinuance is without prejudice.

7. The decision of the arbitrator is final and binding upon both parties and the grievant(s) and the grievance shall be considered permanently resolved.

8. The expenses of the arbitrator shall be shared equally by both parties. Each, party shall make arrangements for and pay its witnesses.

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

6. General Provisions and Exceptions to Grievance Procedure:

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

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

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

D. Where a grievance has been previously submitted in writing and the grievant requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the grievant or a representative of the PBA will be granted permission and reasonable time, to a limit of four (4) hours to investigate, without loss of pay. It is understood that the supervising personnel in the Police Department shall schedule such release time. Such release time shall not be unreasonably withheld and upon request, could be extended beyond a four (4) hour limit for specified reasons, if to the supervisor, the circumstances warrant an exception to this limit. Where circumstances require, the supervisor shall authorize additional time required for travel.

E. The aggrieved Officer and his designated Employee Representative shall be allowed time off without loss of pay as may be required for appearance at a hearing of the Officer's grievance scheduled during working hours.

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

ARTICLE XXXVIII
MANAGEMENT RIGHTS

1. There are no provisions in this Agreement that shall be deemed to limit or curtail the Township in any way in the exercise of the rights, powers and authority which the Township had prior to the effective date of this Agreement unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers, and authority. The PBA recognizes that the Township's rights, power and authority include, but are not limited to:

- A. The right to manage its operation
- B. Direct, select, decrease and increase the work force including hiring, promotion, demotion, transfer, suspension, discharge or layoff. These rights, however, shall be exercised reasonably, in accordance with this Agreement and for good cause
- C. The right to make all plans and decisions on matters involving its operation
- D. The extent to which any Department thereof shall be operated, the conditions thereto and replacement, curtailments or transfers thereof
- E. Removal of equipment

- F. Outside purchase of products or services
- G. Means and processes of operations
- H. Materials to be used and the right to introduce new and improved methods and facilities
- I. To maintain discipline and efficiency of Officers and to prescribe rules to that effect
- J. To establish and change standards of Performance
- K. Determine qualifications of Officers
- L. Regulate quality and quantity of performance
- M. To run the Department efficiently
- N. To require an Officer to work overtime, however, the Township will follow and comply with the provision of Article VI, Paragraph D of this Agreement prior to designating and requiring a specifically selected Officer to work overtime;
- O. The scheduling of operation

2. The Township in the exercise of any of its management rights shall, however, be bound by the terms of this Agreement and abide by same. The Township shall exercise its management rights in accordance with Law and due process. The recognition of the management rights of the Township is not a waiver by the PBA or its members of any rights, benefits or privileges that the PBA or its members may have under this Agreement or other authority.

3. The PBA and its members shall have the right to grieve, under this Agreement, the unreasonable and/or arbitrary exercise of any of the foregoing management rights of the Township.

ARTICLE XXXIX

PERSONNEL FILES

1. A personnel file shall be established and maintained for each Officer covered by this Agreement. Such files are confidential records and shall be maintained in the Township Manager's Office, with a copy of pertinent records to also be kept in the Office of the Chief of Police and may be used for evaluation purposes by the Police Chief. ~~Mayor and/or Governing Body.~~

2. Upon advance notice and at reasonable times, any member of the PBA may at any time review his personnel file. However, this appointment for review must be made through the ~~Administrator~~ Township Manager or designee for files in the Township Manager's Office, or through the Chief of Police or designee for any files in the Chief of Police's Office.

3. Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the Officer is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Officer shall be furnished with all details of the complaint, including the identity of the complainant.

4. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the PBA shall subject that

member to appropriate disciplinary action.

5. Each Officer shall be supplied with a written certification from the Employer, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the Officer.

ARTICLE XL

CONTINUANCE OF OPERATION

The PBA acknowledges that the need for continued and uninterrupted operations of the Township business is a concern and that there should be no interference with such operation. In light of the foregoing and the fact that adequate procedures exist for the peaceful and orderly resolution of grievances under this Agreement:

1. The PBA will not call or sanction any strike or concerted stoppage or slowdown during the term of this Agreement nor take part in or instigate any job action which has as its purpose to influence the Employer with respect to the wages, benefits, working conditions or other incidents of employment, of its members, with the Township, except as may be otherwise permitted under this Agreement. The PBA reserves the right to engage in informational picketing.

2. Should a strike or concerted stoppage of work by Officers occur during the term of this Agreement, the PBA shall immediately and in any event no later than twenty-four (24) hours after receipt of written notice from the Township do the following things:

A. Advise the Township in writing that the strike or stoppage has not been called or sanctioned by the PBA

B. Post a copy of the following Notice on the PBA Bulletin Board:

"WE HAVE BEEN ADVISED BY THE TOWNSHIP
THAT A STRIKE, SLOWDOWN, STOPPAGE OR OTHER JOB ACTION HAS

OCCURRED WHICH IMPAIRS THE OPERATION OF THE DEPARTMENT. INASMUCH AS NO STRIKE OR STOPPAGE OR OTHER JOB ACTION HAS BEEN CALLED OR SANCTIONED BY THE PBA, IF YOU ARE ENGAGED IN ANY SUCH STRIKE OR STOPPAGE OR JOB ACTION, YOU ARE HEREBY INSTRUCTED TO RETURN TO WORK IMMEDIATELY."

BY: _____
President, PBA

"THIS NOTICE IS POSTED IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT BETWEEN THE TOWNSHIP AND THE PBA"

3. Nothing contained in this Agreement shall preclude the Township from taking disciplinary action against any Officer participating in such activities as described herein and such disciplinary action shall include possible discharge. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain judicial relief as it may be entitled to have in law or in equity in the event of such breach by the PBA or its members.

4. The Township agrees that no lockout against any or all Officers shall take place during the lifetime of this Agreement.

5. The obligation of the PBA shall be limited to the performance of the acts required by Paragraph 2. Upon compliance by the PBA with the provisions of Paragraph 2 of this Article, the PBA and its Officers, agents and members shall have no further liability during the term of this Agreement or there after, for any damage

suffered by the Township arising from or out of any stoppage, strike, slowdown, concerted work action or job action which impairs the operation of the Police Department.

ARTICLE XLI

GENERAL PROVISIONS

1. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in future enforcement of the terms and conditions thereof.

2. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Officers represented by the PBA because of membership or activity in the PBA. The PBA shall not intimidate or coerce Officers into membership. Neither the Employer nor the PBA shall discriminate against any Officer because of race, creed, color, sex, national origin or political affiliation.

3. In the event that any provision of this Agreement shall be deemed or declared invalid, illegal, unenforceable, unconstitutional or against the public policy of the State of New Jersey, same shall not invalidate the entire Agreement, but all other clauses and provisions remaining valid shall nevertheless continue in full force and effect.

4. It is agreed that in the event any provision of this Agreement is finally declared invalid or unenforceable, the parties may meet, within thirty (30) days of written notice by either party to the other, to negotiate concerning the modification or revision of such clause or clauses in this Agreement.

5. The parties may, by mutual agreement in writing, agree to meet at any time during the duration of this Agreement in order to make any modification, changes, additions or deletions to the Agreement as they deem just and proper.

6. Nothing contained in this Agreement shall be construed to deny, restrict or limit any Officer of his rights, benefits or privileges under any other applicable law or regulation.

7. Any violation of this Agreement which is deemed, alleged or otherwise considered as an unfair practice may be pursued either by the filing of charges with the Public Employment Relations Commission or by the filing of a grievance. The election of either procedure, so long as the procedure permits as determination and enforcement, shall not be changed. All decisions of the Public Employment Relations Commission are a final decision.

8. Where this Agreement is in conflict with the Revised Ordinances of the Township and the Personnel Policy and Procedures Manual, then the terms of this Agreement shall prevail. In all other regards and where this Agreement is silent, then the Revised Ordinances of the Township and the Personnel Policy and Procedures Manual shall prevail except as otherwise provided by Law. No Ordinances are hereby incorporated by reference, except as otherwise stated herein. No Ordinance which prevails shall be considered a bargained for part of this Agreement. The PBA and its members hereby waive no rights, benefits or privileges that they may have had, now have or will have under any Ordinance. It is recognized by the PBA that what was formerly Chapter III "Personnel" in the Revised General ordinances has been incorporated in a Personnel Policy Procedures Manual (PPPM). As such, the PPPM is applicable pursuant to this Article except where the PPPM has changed or altered the former provisions of Chapter III. The PBA shall have the right to negotiate the

provisions of the PPPM applicable to the PBA in those matters which changed or altered what was formerly Chapter III.

9. The PBA shall indemnify, defend and save the Township harmless 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 official written representations submitted by the PBA to the Township concerning representation fee and/or dues deduction.

10. All Officers, who after ninety (90) days of the execution date of this Agreement, are members of the PBA, and all Officers who become members after that date, are obligated to follow and comply with the terms and conditions of this Agreement.

11. The Township agrees not to enter into any contract or agreement with any Officer covered by this Agreement that in any way conflicts with the recognition clause of this Agreement.

ARTICLE XLII

TERM OF AGREEMENT - TERMINATION

1. This Agreement shall be effective as of January 1, 2004, except as herein provided, and shall be binding upon the Township, the PBA and its members, and shall remain in full force and effect through and including December 31, 2007.

2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the PBA, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, without mutual consent, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. However, the parties recognize that it is impossible to include in this Agreement all benefits currently enjoyed by Officers. The Township, however, agrees to continue those benefits that are well-known, long standing and uniformly applied to all Officers.

3. It is agreed that this Agreement shall expire on December 31, 2007, except as otherwise provided by Law. This Agreement shall remain in effect thereafter until a successor agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals:

FOR THE TOWNSHIP OF SOUTH BRUNSWICK:

Date: _____, Mayor

Date: _____, Township Administrator

Date: _____, Township Clerk

FOR SOUTH BRUNSWICK PBA LOCAL NO. 166:

MARTIN CONTE, PBA PRESIDENT
Date: _____

ROBERT CARINCI, STATE DELEGATE
Date: _____