

AGREEMENT

Between

TOWNSHIP OF SOUTH BRUNSWICK

And

SOUTH BRUNSWICK SUPERIOR OFFICERS ASSOCIATION
FOP LODGE 51

JANUARY 1, 1995 THROUGH DECEMBER 31, 1996

Law Offices of
RUDERMAN & GLICKMAN, P.C.
56 Park Place
Newark, New Jersey 07102-4302
(201) 624-7755

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	PREAMBLE AND RECOGNITION 1
ARTICLE II	MANAGEMENT RIGHTS 2
ARTICLE III	CONTINUANCE OF OPERATION 4
ARTICLE IV	GRIEVANCE PROCEDURE 6
ARTICLE V	LONGEVITY PLAN 13
ARTICLE VI	OVERTIME/SCHEDULING 15
ARTICLE VII	VACATIONS 18
ARTICLE VIII	SALARY AND SHIFT DIFFERENTIAL 20
ARTICLE IX	DEDUCTIONS FROM SALARY 22
ARTICLE X	FUNERAL LEAVE 24
ARTICLE XI	INSURANCE 25
ARTICLE XII	HOLIDAYS 27
ARTICLE XIII	MILITARY LEAVE 28
ARTICLE XIV	LEAVE OF ABSENCE 29
ARTICLE XV	PROBATIONARY PERIOD 30
ARTICLE XVI	SEPARABILITY AND SAVINGS 31
ARTICLE XVII	PERSONAL DAYS 32
ARTICLE XVIII	OUTSIDE EMPLOYMENT AND ACTIVITIES 34
ARTICLE XIX	UNIFORMS/CLEANING AND EQUIPMENT 35
ARTICLE XX	PERSONNEL FILE 37
ARTICLE XXI	SICK LEAVE 38
ARTICLE XXII	FULLY-BARGAINED AGREEMENT 43
ARTICLE XXIII	LEGAL REPRESENTATION AND LEGAL FEES 44
ARTICLE XXIV	EDUCATION AND TRAINING 46

	<u>PAGE</u>
ARTICLE XXV	TERMINAL LEAVE 49
ARTICLE XXVI	WORK-INCURRED INJURY 50
ARTICLE XXVII	COLLECTIVE NEGOTIATIONS/FOP BUSINESS 53
ARTICLE XXVIII	DISCIPLINE 55
ARTICLE XXIX	DISABILITY AND DEATH BENEFITS 56
ARTICLE XXX	SENIORITY 58
ARTICLE XXXI	BILL OF RIGHTS 60
ARTICLE XXXII	MISCELLANEOUS WORKING CONDITIONS 66
ARTICLE XXXIII	DURATION 69

ARTICLE I

PREAMBLE AND RECOGNITION

A. THIS AGREEMENT, entered into this _____ day of _____, 1995, by and between the TOWNSHIP OF SOUTH BRUNSWICK in the County of Middlesex, a municipal corporation of the State of New Jersey (hereafter the "Township"), and SOUTH BRUNSWICK SUPERIOR OFFICERS ASSOCIATION FOP LODGE 51, duly appointed representative of all full-time Lieutenants, Captains, Sergeants, and Corporals employed by the Township, excluding all other Patrol Officers, Administrative Captain, and the Chief of Police (hereafter the "FOP"), represents the complete and final understanding on all bargained issues between the Township and the FOP.

B. The Township hereby recognizes the FOP as the sole and exclusive representative of all employees in the bargaining unit for the purposes of collective negotiations with respect to the negotiable terms and conditions of employment.

ARTICLE II

MANAGEMENT RIGHTS

A. 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 FOP recognizes that the Township's rights, power, and authority include, but are not limited to:

1. The right to manage its operation;
2. 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;
3. The right to make all plans and decisions on matters involving its operation;
4. The extent to which any Department thereof shall be operated, the conditions thereto, and replacements, curtailments, or transfers thereof;
5. Removal of equipment;
6. Outside purchase of products or services;
7. Means and processes of operations;
8. Materials to be used and the right to introduce new and improved methods and facilities;

9. Maintain discipline and efficiency of employees and prescribe rules to that effect;

10. Establish and change standards of performance;

11. Determine qualifications of employees;

12. Regulate quality and quantity of performance;

13. Run the Department efficiently;

14. Require an employee to work overtime; however, the Township will follow and comply with the provisions of Article VI, Paragraph D, of this Agreement prior to designating and requiring a specifically selected officer to work overtime; and

15. The scheduling of operations.

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 FOP or its members of any rights, benefits or privileges that the FOP or its members may have under this Agreement or other authority.

The FOP 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.

16. 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 III

CONTINUANCE OF OPERATION

A. The FOP acknowledges that the need for continued and uninterrupted operations of 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 FOP will not call or sanction any strike or concerted stoppage or slowdown during the term of this Agreement or take part in or instigate any job action which has as its purpose to influence the Township with respect to 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 FOP reserves the right to engage in informational picketing.

2. Should a strike or concerted stoppage of work by employees occur during the term of this Agreement, the FOP 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 FOP; and

b. Post a copy of the following notice on the FOP 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 FOP, IF YOU ARE ENGAGED IN ANY SUCH STRIKE OR STOPPAGE OR JOB ACTION, YOU ARE HEREBY INSTRUCTED TO RETURN TO WORK IMMEDIATELY.

BY: _____
President, FOP

THIS NOTICE IS POSTED IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT BETWEEN THE TOWNSHIP AND THE FOP.

3. Nothing contained in this Agreement shall preclude the Township from taking disciplinary action against any employee 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 FOP or its members.

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

5. The obligation of the FOP shall be limited to the performance of the acts required by Paragraph A(2) of this Article. Upon compliance by the FOP with the provisions of Paragraph A(2) of this Article, the FOP and its officers, agents, and members shall have no further liability during the term of this Agreement, or thereafter, 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 IV
GRIEVANCE PROCEDURE

A. A grievance is defined as any dispute, controversy or issue involving the interpretation, application, or violation (alleged or otherwise) of any provision of this Agreement or the application of any rules, regulations, ordinances, and/or statutes which actually affect working conditions. Only grievances which involve interpretation, application, or violation of this Agreement may proceed to arbitration.

B. A grievant is defined as any individual or entity which has been, is being, or may be affected by any issue or controversy, dispute, or application as indicated in the definition of a grievance. The FOP may initiate or file a grievance on behalf of an injured or unavailable employee.

C. 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.

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

1. 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, rule, regulations, 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.

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

E. Step Procedure:

Step One: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he/she knew or should have known of its existence, the aggrieved employee shall discuss his/her complaint with his/her immediate supervisor. It shall be discussed verbally and, if resolved, no further action shall be taken. If not resolved on an informal discussion basis, within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved employee, and submitted to the Captain at Step One. In no event shall a grievance be initiated more than twenty (20) calendar days after its occurrence or more than twenty (20) calendar days after

the grievant first knew or should have known of its existence. The Captain shall investigate the grievance and provide a written answer to 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.

Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, the grievance shall then be submitted in writing by the grievant to the Chief of Police, with a copy to the Township Administrator. The Chief of Police shall submit his written answer to 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 grievant, then the grievance shall be submitted to the Township Administrator by the grievant. The Township Administrator shall investigate and report his/her findings and recommendations, in writing, within seven (7) calendar days to the grievant, the Chief of Police, and to the attorney or representative for the grievant, if any. In the event the Township Administrator fails to render his/her report, recommendations, and findings, in writing, within seven (7) days after his/her receipt of same - unless the parties agree, in writing, to extend such time - then the grievance shall automatically advance to Step Four.

1. Any employer grievance will be filed with the FOP president at Step Three. The FOP president shall respond, in

writing, within seven (7) calendar days to the Township Administrator. The times indicated may be extended by mutual agreement.

2. Following the submission of the Township Administrator's answer (or the FOP president, as indicated in Step Three for employer grievance), matters which are unresolved shall be discussed at a meeting between the parties, during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.

Step Four: In the event the grievance shall not have been resolved at Step Three, then the grievance will be transmitted and submitted by the Township Administrator to the Township Committee. The Township Committee shall schedule and hold a plenary hearing within fourteen (14) days of the receipt of the grievance from the Township Administrator. The Township Committee shall hear the matter and render its decision within fourteen (14) days of the completion of the hearing. The Township Committee shall, in advance of the plenary hearing, notify all parties of the date, time and place of the hearing within ten (10) days prior to the scheduled hearing date. All parties may be represented by an attorney during the plenary hearing. The times indicated may be waived or extended by mutual agreement. All decisions of the Township Committee shall be by a majority vote.

Step Five: Within twenty (20) days (exclusive of designated holidays and Saturdays and Sundays) of the Township Administrator's decision, the FOP may apply to the Public

Employment Relations Commission ("PERC") for binding arbitration. The selection of an arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously, with application to PERC, the FOP will notify, in writing, the Township of its arbitration petition.

1. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

2. The decision of the arbitrator shall be binding upon the Township, the FOP, and the employee.

3. The parties may direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

4. The costs for the services of the arbitrator shall be borne equally by the FOP and the Township. Any other expenses including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

5. The arbitrator shall be bound by the provisions of this Agreement and the Constitutions and Laws of the State of New Jersey and the United States of America, and shall be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not, in any way, have the authority to add to, modify, or detract from the provisions of this Agreement or any amendment or supplement thereof.

6. Upon prior notice of the authorization of the Chief of Police, the designated FOP representative shall be permitted as a member of the Grievance Committee to confer with employees on

specific grievances in accordance with the grievance procedure set forth herein during the work hours of employees.

7. Only one (1) issue at a time may be submitted to a single arbitrator.

8. The FOP 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.

9. Grievance resolutions or decision 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 FOP.

F. Upon prior notice and authorization of the Chief of Police, one designated FOP representative shall be permitted as a member of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during the work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the

last preceding step shall be deemed to be conclusive. The decision on a grievance at any step shall rely on the material presented. Reasonable disclosure will not be withheld involving any correspondence from either party, providing it directly relates to the party or parties involved in the grievance and directly relates to the grievance itself. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

ARTICLE V
LONGEVITY PLAN

A. Employees hired prior to January 1, 1983 shall receive longevity as follows:

After completion of 3 years	2%
After completion of 5 years	4%
After completion of 8 years	6%
After completion of 11 years	8%
After completion of 15 years	10%
	up to a cap of \$5000

B. All employees hired after January 1, 1983 or have breaks in service under Paragraph E of this Article shall receive the following longevity:

After completion of 5 years of continuous service, an annual payment of	\$1250.00
After completion of 10 years of continuous service, an annual payment of	\$1500.00
After completion of 15 years of continuous service, an annual payment of	\$2000.00
After completion of 20 years of continuous service, an annual payment of	\$2500.00
After completion of 25 years of continuous service, an annual payment of	\$3000.00

C. Longevity, salary, or wage stability increases shall be considered part of the officer's regular pay for the purpose of retirement benefits.

D. "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 in active duty as a result of a pending or finally determined disciplinary action, layoffs, time off as may be particularly specified in this Agreement, and authorized leave of absence up to one (1) year. The period of a layoff shall not constitute a break in service, but the period of layoff shall not be credited to the officer's record for all related benefits.

E. Such payments shall be pro-rated in paychecks.

ARTICLE VI

OVERTIME/SCHEDULING

A. Overtime shall be paid to Corporals, Sergeants and Lieutenants only at an hourly rate of time and one-half. The hourly rate is to be determined by dividing the officer's established annual salary by 1920.

B. There is no guarantee of overtime hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Township demand such work. In administering the requirement to work overtime, the Township will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

C. Employees recalled for work which is not contiguous with the front or backside of the employee's work day shall be entitled to a minimum of three (3) hours' pay. The Township retains the right to keep the employee for the full time period except for court time.

D. When attending police courses on scheduled days off, the 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/her 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, if approved by the Chief of Police or designee.

E. All compensatory time may be accumulated or taken at the officer's leisure, subject to approval of the Chief of Police or designee, 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.

F. For purposes of overtime, all tours are considered eight (8) hour tours when applying overtime, vacation, sick, and personal days.

G. Appearances in any court or administrative agency in any proceedings, or in the Prosecutor's Office in connection with any investigation or criminal case, qualify as time spent for inclusion in the overtime category, so long as the appearances were on proper order.

H. Any officer engaged in legitimate off-duty police related activities pertaining to criminal, quasi-criminal, or disorderly person 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.

I. Employees will be entitled to a forty-five (45) minute meal break, taken during an eight (8) hour shift.

J. Scheduling of duty shall be uniform and consistent. Changes therein shall not unduly inconvenience any employee.

K. Each police officer shall be entitled to sixteen (16) hours of off-duty time between each regular eight (8) hour tour. This clause shall not apply where the officer agrees or is required to work overtime or where manpower is required in declared emergency situations.

L. The Township and the FOP agree to select a committee with equal participation from both sides to study schedules, including the "4/4" schedule, within thirty (30) days' signing of the collective bargaining agreement. Such committee shall submit written advisory recommendations to the Township within six (6) months from the formation of the committee. The parties agree to meet and confer about the possibility of the implementation of the recommendations.

ARTICLE VII

VACATIONS

A. Full-time officers hired prior to January 1, 1988 shall receive the following vacations:

1. Less than five (5) years of continuous service shall earn 1 working day for each month of service up to 12 days 7
2. From 5 years through 10 years of continuous service 18
3. From 10 years through 15 years of continuous service 20
4. From 15 years through 20 years of continuous service 22
5. From 20 years through 25 years of continuous service 24
6. From 25 or more years of continuous service 26

Continuous years of service shall be calculated.

B. When an employee requests permission to use an individual vacation day or partial vacations days (one-half (1/2) day being the smallest amount), such request may be granted at the discretion of the Chief of Police or designee, provided minimum manpower levels are maintained.

C. Any employee who is on an unpaid leave of absence shall have his/her vacation leave for the year pro-rated for the time absent.

D. Changes in the scheduling of vacations will not be permitted without the prior approval of the Chief of Police or designee.

E. If, for any reason, an employee's vacation is canceled or not taken as scheduled, the vacation shall be rescheduled.

F. Each officer, without restriction, shall be entitled to carry over up to ten (10) 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 municipal business, working conditions, or job related injuries; his/her earned accumulated vacation shall be carried over into the next calendar year no matter the number of unused earned vacation days. All unused vacation days may be accumulated without limit so long as the conditions of this paragraph are met.

G. 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/her last year of service. Arrangements will be made so that the officer does not lose any benefits, rights or privileges upon retirement and is allowed to work the remaining required time to become eligible for any benefits.

ARTICLE VIII

SALARY AND SHIFT DIFFERENTIAL

A. Each officer shall receive compensation for each hour of quasi-duty performed. Compensation for each hour of quasi-duty performed in a calendar year shall be \$37.50 to the employer, of which not less than \$30 shall be paid to the officer. The 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. If an officer refuses the opportunity to accept an assignment or is not home when called, it will be counted just as though he/she had worked.

B. The following salary guide shall be implemented:

	<u>1994</u>	<u>1995</u>	<u>1996</u>
1. Corporal	55,557	57,919	60,236
2. Sergeant		05% more than Corporal annual base salary	
3. Sergeant to Lieutenant		10% more than Sergeant annual base salary	
4. Lieutenant to Captain		11% more than Lieutenant annual base salary	

The increase in Corporal differential is in lieu of 5% differential for on-call status for all ranks.

C. Officers on duty on the "3" shift between the hours of 2:45 p.m. and 11:15 p.m. shall be entitled to a rate differential increase in pay of three percent (3%) of their individual base salary (convertible to hours) for each hour actually on duty.

D. Officers on duty for the "1" shift between the hours of 10:45 p.m. and 7:15 a.m. shall be entitled to a rate differential increase in pay of five percent (5%) of their individual base salary (convertible to hours) for each hour actually on duty.

E. The hourly rate for purposes of determining shift differential pay, only, shall be determined by first dividing the individual officer's established annual salary by 2080; the resulting figure shall then be increased by three percent (3%) or five percent (5%) of its own value, as the case may be.

F. Any employee in the sole opinion of the Chief of Police who has attained the credentials necessary for the position of traffic reconstruction expert and is on call for seven (7) consecutive days or more shall receive an annual stipend of \$1000 to be paid in money bi-weekly, or compensatory time, at the employee's option. If multiple employees attain this status and are on call, then such monies shall be shared accordingly.

G. The following seven titles who are on call shall receive one day per month on-call days for time served on call in lieu of five (5) hours' comp time as specified in the PBA contract.

- | | |
|-----------------------|-----------------------------|
| 1. Traffic Corporal | 5. Detective Sergeant |
| 2. Traffic Sergeant | 6. Investigation Lieutenant |
| 3. Juvenile Sergeant | 7. Captains |
| 4. Narcotics Sergeant | |

ARTICLE IX

DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues from the FOP. Such deductions shall be made in compliance with Chapter 123, Public Law of 1974, N.J.S.A. (R.S.) 52:14-15.9e as amended.

B. A check-off shall commence for each prospectively promoted employee who signs a properly dated authorization card, supplied by the FOP and verified by the Township treasurer, during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the FOP shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the FOP, signed by the president of the FOP, advising of such changed deduction.

D. The FOP will provide the necessary "check-off authorization" form and the FOP will secure the signatures of its members on the forms and deliver the signed forms to the Township Administrator.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Administrator. The filing of a notice of withdrawal shall be

effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. The FOP 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 salary deduction authorization cards, as furnished by the FOP to the Township, or in reliance upon the official notification on the letterhead of the FOP and signed by the president of the FOP advising of such changed deduction.

ARTICLE X

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay either from the day of death or the day of the funeral at the employee's option, but in no event shall said leave exceed four (4) days. Should the officer request a fifth (5th) day, such day may be granted in the sole discretion of the Chief of Police.

B. The "immediate family" shall include only spouse, child, brother, sister, parent, grandparent, father-in-law, or mother-in-law of the employee.

C. Reasonable verification of the event may be required by the Township.

D. Any police officer wishing to utilize additional time beyond that which is granted in Paragraph A of this Article has the option of using accumulated vacation and personal days in order to extend his/her time off due to extenuating circumstances resulting from the death of a spouse, child, or parent. If an officer has four (4) or fewer 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.

ARTICLE XI

INSURANCE

A. The Township shall provide a dental plan, optical plan, prescription plan, hospitalization insurance coverage, and major medical insurance in effect at the end of 1994. Any difference in cost between an HMO and Township insurance coverage shall be borne by the individual employee. Effective as soon as possible after the signing of this Agreement, the co-pay on the Township prescription plan shall be increased from \$3 to \$5 and the deductible for medical insurance shall increase to \$200/\$400.

B. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided and no costs are assessed against the FOP. The Township agrees to give notice of such change. The Township will provide a comparison analysis of benefits prior to any contemplated change.

C. The Township shall provide retiree medical benefits for the retiree and family after twenty-five (25) years of service within PFRS with at least fifteen (15) years of service with the Township and/or ordinary and accidental disability retirement until the employee is eligible for Medicare. If the employee retires with thirty (30) years' service within PFRS with a minimum of fifteen (15) years' service with the Township, the employee shall receive prescription and dental insurance also until eligible for Medicare. If an employee dies "off the job," the family shall

receive medical insurance coverage for a period of five (5) years or until the spouse remarries or obtains employment which provides medical insurance coverage. If the employee dies on the job, the family shall receive ten (10) years' medical insurance until the spouse remarries or obtains other employment which provides medical insurance coverage. Upon eligibility for Medicare, the Township will pay for a supplemental Medicare policy only.

D. In the event of the death of a retiree, the Township agrees to continue to pay the premium for the health plan for a period of two (2) years or until the spouse remarries, whichever occurs first.

ARTICLE XII

HOLIDAYS

A. All employees shall receive fourteen (14) paid holidays. The holidays shall be designated by the Township Committee annually.

B. Any employee who is on an unpaid leave of absence shall not be eligible for paid holidays which fall during the employee's leave of absence.

C. Employees who leave the employ of the Township during a calendar year shall have their holiday pay pro-rated during their last year of service, depending upon when the holidays fall.

D. Any officer in patrol or 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.

ARTICLE XIII
MILITARY LEAVE

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

1. An employee of the Police Department who is a member of the Organized Reserve of the Army, U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Army, U.S. Coast Guard, U.S. Marine Corps Reserves, or National Guard, or any other organization affiliated therewith, shall be entitled to a leave of absence from his/her respective duties without loss of pay or time on all days on which he/she 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 each employee.

2. A member 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 Law.

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

ARTICLE XIV

LEAVE OF ABSENCE

Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to his/her supervisor, who will append his/her recommendations and forward the request to the Township Administrator. The Township Administrator will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for an extension of time shall be at the discretion of the Township Administrator. Such leave of absence shall not be deemed to be part of the term of employment.

ARTICLE XV

PROBATIONARY PERIOD

All employees promoted during the term of this Agreement shall serve a probationary period of one (1) year from the date of promotion. The probationary period may be extended at the discretion of the Chief of Police, up to an additional ninety (90) days.

ARTICLE XVI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII

PERSONAL DAYS

A. Each police officer shall receive three (3) personal days each year which cannot be accumulated beyond December 31st, except as provided herein. During the last year of service, such time shall be pro-rated.

B. 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.

C. Oral notification supplied two (2) hours in advance, to the proper authority, shall be required for each of the remaining personal days allowed.

D. 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 utilize or take advantage of. 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 liquidated damages for each day he was unable to take personal leave according to the terms herein.

E. Employees hired after January 1, 1994 shall receive one (1) personal day their first year of employment; one (1) day during

their second year of employment; and three (3) days the January following their third anniversary.

ARTICLE XVIII

OUTSIDE EMPLOYMENT AND ACTIVITIES

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off duty, subject to the limitations of this Agreement, up to twenty-five (25) hours per week, excluding quasi-duty.

B. It is understood that full-time employees will consider their position with the Township as their primary employment. Any outside employment or activity must not interfere with the employee's efficiency in his/her position with the Township and must not constitute any conflict of interest.

C. All outside employment shall be listed with the Chief of Police. The information provided to the Chief of Police shall include the outside employee's name and address, and the employer's name, address, and the employee work schedule. This list must be updated with changes annually. Employees must fill out forms whether employed outside or not.

ARTICLE XIX

UNIFORMS/CLEANING AND EQUIPMENT

A. The Township shall provide a clothing/cleaning allowance of \$1050 per annum payable February 15th and July 15th. (If said days fall on a weekend or holiday, then the next business day.)

B. If at any time the Township makes any uniform change, the initial cost of requiring each officer to change his/her uniform shall be borne by the Township and shall not be borne out of any part of the officer's uniform or cleaning allowance.

C. 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. Any item of personal property, belonging to an officer, which is damaged in the line of duty, shall be reimbursed up to a maximum of \$80 per incident.

D. The term "in the line of duty," for the purposes of Paragraph C 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, 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.

E. The officer must make a full report for items damaged and how it occurred, plus turn in damaged equipment

F. The allowance/maintenance specified in Paragraph A of this Article shall be pro-rated during the employee's last year of service.

ARTICLE XX
PERSONNEL FILE

A. Derogatory Material

No derogatory material concerning an officer's conduct, service or character shall be placed in his/her personnel file unless the officer has been given an opportunity to review the material. The officer shall acknowledge that he/she has been given the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The officer shall also have the right within five (5) calendar days of such opportunity to submit a written response to such material for attachment to the file copies as part of the permanent record, or he shall waive such right.

B. Personnel File

Each officer shall have the right, upon request to the Chief of Police, to review the contents of his/her personnel file. Each officer shall be entitled to have a representative of the FOP accompany him/her during such review.

ARTICLE XXI

SICK LEAVE

A. Each member of the Police Department shall be allotted fifteen (15) days of sick leave for the calendar year. Sick days shall be granted to each full-time employee who, through bona fide sickness or injury, becomes incapacitated to a degree that makes it impossible for him/her to perform the duties of his/her position or who is quarantined by a physician because he/she has been exposed to a contagious disease.

B. A certificate from a physician designated by the Township and/or the employee's own physician may be required as sufficient proof of the need for sick leave. When the Township designates its physician, the Township shall pay the costs for the doctor. When the certificate is supplied by the employee's physician or if the employee's doctor is the Township physician, the employee shall bear the cost of the doctor visit. In cases of sick leave due to a contagious disease or exposure to same, a certificate from the Township physician or other doctor is required before the employee is permitted to work. If the employee does not comply with a request for the above outlined certificate, the employee involved shall suffer loss of pay for the period of time involved in unsubstantiated sick leave and be subject to disciplinary action as outlined in Township ordinances pertaining to police rules, regulations, and disciplinary action.

C. No employee shall be allowed to work and endanger the health and well-being of other employees and, if the employee's condition warrants, the employee may be directed to take sick leave. The Chief of Police may direct the employee to the Township physician for an opinion as to the eligibility of the employee to be absent from work.

D. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care, fails to carry out the orders of the attending physician.

2. When an employee does not report to the Township physician as ordered by the Chief of Police.

E. The recommendations of the Township medical physician, as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty, shall be considered by the Chief of Police. The Chief of Police reserves the right in such cases where there is a difference of professional opinion between the Township physician and the personal physician to require the employee to submit to an examination by a third doctor.

F. In charging an employee with sick leave, the smallest unit to be considered is two (2) hours.

G. If an employee is absent from work for reasons that entitle him/her to sick leave, the Chief of Police or designee shall be notified as early as possible, but not later than one hour prior to the start of the scheduled work shift from which he/she is

absent. Failure to so notify the Chief of Police or designee may be cause for denial of the use of sick leave for the absence and constitutes cause for disciplinary action. An employee who is absent for three (3) consecutive days or more and who does not notify the Chief of Police or some other responsible representative of the Township on any of the first five (5) days may be subject to dismissal, barring extenuating circumstances.

H. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

I. Any employee who calls in sick to engage in outside employment shall be subject to disciplinary action.

J. In cases of reported illness or disability which does not require hospitalization, the employee shall remain at his/her residence unless authorized in writing by the attending physician. Should it become necessary for the employee to visit a doctor or drug store, he/she shall notify the Chief of Police or designee in advance. Absence from his/her residence without prior notification shall be cause for disciplinary action.

K. An officer using seven (7) or fewer sick days in the calendar year shall be compensated for the unused days at the rate of Five Dollars (\$5) per day. Any officer using three (3) or fewer sick days shall be compensated at the rate of Ten Dollars (\$10) per day. Unused sick days will continue to accumulate. Employees must be in service as of January 1st of the year benefits are calculated.

L. An officer who, as of the first day 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) for each of his/her 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. The fifty (50) day sick leave bank must be accumulated by December 31st of the calendar year the officer wishes to sell bank days.

M. Payment of the benefits provided in Paragraphs K and L of this Article shall be no later than February 15th of the year following the determination of eligibility and sick time use.

N. An employee who is discharged or who resigns because of pending disciplinary action shall not be entitled to the benefits enumerated in Paragraphs K and L of this Article.

O. All advance sick leave utilized by an officer must be reimbursed by him/her to the Township. Such reimbursement by the officer shall begin anytime after his/her return to full duty, but in any event no later than the next succeeding January 10th from the day he/she 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 (1/3) of the time taken per year if thirty (30) days or fewer of advance sick leave were utilized. If more than thirty (30) days of advance sick leave were utilized by the officer, then he shall reimburse the Township at a rate of less

than twenty-five percent (25%) per year.

P. 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/her employment with the Township prior to his/her having fully reimbursed the Township for advance sick leave utilized then, and in that event, the officer shall pay to the Township an amount of money equivalent to one (1) days' 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 advance sick leave. The "first in, first out" rule shall apply.

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

R. Sick leave may be utilized by employees in the event of an injury or illness to themselves or for any injury or illness within the members of their family. "Members of their family" shall mean wife or husband, son or daughter, father or mother, or father-in-law or mother-in-law of the employee.

S. A physical examination shall be given to all members of the FOP yearly, the cost of which shall be borne by the Township.

T. During the employee's last year of service, sick days shall be pro-rated to actual service during the calendar year.

ARTICLE XXII

FULLY-BARGAINED AGREEMENT

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

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

ARTICLE XXIII

LEGAL REPRESENTATION AND LEGAL FEES

A. 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/her/their choice unless Township insurance mandates otherwise, 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. The defense of actions pursuant to the Statute may include the reasonable cost of services for experts and/or investigators.

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

C. The Township will provide false arrest insurance, including indemnification against compensatory damages awarded to any person in any such proceeding, up to a maximum of Five Million

Dollars (\$5,000,000).

ARTICLE XXIV

EDUCATION AND TRAINING

A. All employees earning college credits in courses related to Police Science degrees from a recognized or accredited school shall be compensated at the rate of Sixty Dollars (\$60) per year per credit, except when sent for training which is paid for by the Department. All employees non-matriculating at a recognized or accredited school and earning college credits or passing courses in Police Science shall be compensated at the rate of Sixty Dollars (\$60) per year per credit (or per credit value). Officers shall be compensated upon submission to the Township of proof of said completion of the course or courses undertaken; reimbursement shall constitute total payment for the credits.

1. Employees qualifying for a new degree level shall notify the Township in writing by October 1st of each calendar year of their attainment of such new degree. Additionally, employees who 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.

B. Any officer attending the Police Academy and/or other police training academy recognized by the New Jersey Police Training Commission, with the consent or approval of the Chief of

Police, 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/she is ordered or authorized to attend by the Chief of Police or designee. Overtime compensation when attending education and training as provided in this Paragraph shall apply when the officer is attending such course on his/her regularly scheduled day off and then in accordance with Article VI, Paragraph F.

C. 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 in this Article and Article VI, Paragraph F.

D. In the event 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/her lodging and meal expenses for meals and accommodations not provided by the training institution or the FOP. 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.

E. When the Chief of Police or designee 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 members.

F. Employees with fewer than fifteen (15) years' service who leave the employ of the Township within five (5) years of receipt of the monies shall remit all monies received back to the Township, except in cases of death or disability.

G. Degree compensation payable in November shall be as follows:

A.A. and A.S.	\$ 450
B.A. and B.S.	\$1000
M.A. and M.S.	\$1500

ARTICLE XXV
TERMINAL LEAVE

A. Upon separation of employment with fewer than five (5) years' service 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 from employment. If the individual officer has in excess of five (5) years but fewer than ten (10) years of service at the time of separation from employment, then he/she shall be compensated at the rate of thirty-three percent (33%) of the value of his accumulated sick leave.

B. Upon retirement 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) days or fifty percent (50%) of accumulated sick leave, whichever is greater, with a maximum cash payment limited to Twenty Thousand Dollars (\$20,000).

ARTICLE XXVI

WORK-INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours thereof to the Chief of Police or designee.

B. Employees may not return to work without a certification from the attending physician that they are capable of returning to work.

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. The employee agrees to reimburse the Township for any monies paid to him/her for lost wages, pursuant to the Workers' Compensation Law, so long as the Township continues to pay the officer concerned his/her 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 in the contract, or endorse his/her compensation check for lost wages to the Township, and the Township has been paying the officer his/her full regular pay, then the Township may deduct such amount of compensation payment from the officer's regular pay.

E. Any monies received from Workers' Compensation by the officer to compensate him/her for a permanent disability shall be the property of the officer.

F. Any police officer acquiring an injury in the line of duty shall receive full pay, privileges, and benefits to a maximum of three hundred sixty-five (365) days. 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 a certification from a licensed physician that the officer still suffers a disability and cannot resume his/her 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) days intervals until the expiration of three hundred sixty-five (365) days.

G. In the event of a conflict between the officer, his expert and the Township and its expert, the officer is entitled to a hearing in order to determine his/her fitness to return to duty and his/her eligibility for retirement. The hearing shall be scheduled by the Township Administrator, giving the parties a reasonable opportunity to prepare. The hearing shall be conducted with a liberal interpretation of the Rules of Evidence. The Township Administrator shall render his/her decision by vote within fifteen (15) days after the conclusion of the hearing.

H. Employees, 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 and duties of a law enforcement officer, shall be fully covered by Workers' Compensation and Liability Insurance and Pension as provided by State Law.

I. 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 Workers' 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.

J. No charge against an officer's sick time is to be made for any job related injury or verifiable job related sickness.

K. At the expiration of one (1) year from the onset of the injury or illness, the parties are entitled to not 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 the 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.

ARTICLE XXVII

COLLECTIVE NEGOTIATIONS/FOP BUSINESS

A. During collective negotiations, when negotiation meetings are scheduled during an employee's regular work time, authorized FOP representatives, not to exceed two (2), shall be excused from their normal work duties to participate in such sessions, and shall suffer no loss of regular pay thereby, provided no emergency exists or the recall of off-duty employees is not required.

B. Neither party shall discriminate against the other party with respect to selection of bargaining representatives.

C. The Township agrees to furnish to the FOP all public information concerning the financial resources and assets of the Township. Further, the FOP shall have the right to review the Township's annual budget, including public 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 FOP, during regular business hours, for examination and reproduction. Reproduction costs shall be borne by the FOP.

D. The FOP president and FOP lodge secretary shall be granted the necessary time off, without discrimination, and with full pay, benefits and privileges, in accordance with the Laws of the State of New Jersey, to attend local or state meetings, labor conventions, or serve in any other capacity on official FOP business, except collective bargaining negotiations which are

separately provided for, provided twenty-four (24) hours' written notice is given to the proper authority in advance.

E. Authorized representatives of the FOP, and/or its attorney, shall be permitted to visit Police Headquarters and have reasonable access to the Township Administrator and the Chief of Police for the purpose of ascertaining whether or not this agreement is being observed. This right shall be exercised reasonably.

F. The Township agrees to recognize and support a uniform "Police Funeral Detail" consisting of one (1) FOP member, representing the local Department (the Detail to be selected by the FOP in its official capacity) to attend funerals in the state of law enforcement officers who have given their lives in the line of duty. This member of the FOP shall be allowed off from an assigned shift, with pay, unless a scheduling conflict exists. The Township shall supply the officer, for his/her transportation in attendance of the funeral, with a marked patrol car.

ARTICLE XXVIII

DISCIPLINE

When disciplinary charges are filed against any officer, the officer shall be entitled to a hearing pursuant to N.J.S.A. 40A:14-147. Such charges will be in writing stating the facts which led to the recommended disciplinary action.

ARTICLE XXIX

DISABILITY AND DEATH BENEFITS

A. The Township shall continue in full force and effect a "Special Risk Accident Policy" covering each member of the Police Department. 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) and, at a minimum, a maximum accidental dismemberment benefit in the amount of Ten Thousand Dollars (\$10,000), 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.

B. In the event of an officer's death, all accumulated or accrued sick time shall be paid in accordance with Article XXV and, in addition, all vacation time, holiday pay, compensatory time, and all other payments 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/her survivors in accordance with the Laws of Intestacy in the State of New Jersey (Title 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 any time. 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 through the officer had on that date retired.

ARTICLE XXX

SENIORITY

A. All full-time police officers shall have seniority, for all purposes, over all part-time employees. Seniority shall be determined from the first date of employment with the Township, only for the purposes of longevity and vacation. All other seniority determinations shall be based upon continued service within the Police Department.

B. In the event of layoffs, the officer with the least seniority shall be laid off. All employees 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.

C. Seniority shall be applied in cases of layoffs and re-hirings.

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

E. 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, layoffs and time off as may be particularly specified in this Agreement. The period of layoff shall not constitute a break in service, but the period of layoff shall not be credited to the officer's record for all related benefits.

F. To determine seniority for shift selections and command seniority only when simultaneous promotions occur, the following calculations must be made:

1. Seniority will be determined by an officer's composite score consisting of a written test, oral board, seniority, and job performance.

2. After the calculations are complete and a tie exists at Step #1, the officer's written test score would determine seniority.

3. If a tie exists at Step #1 and Step #2, then the officer's date of hire will determine who is senior in that rank.

ARTICLE XXXI
BILL OF RIGHTS

A. Members of the Police Force 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 municipality

B. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Police Force. 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 a law enforcement 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.

1. The member shall be immediately informed of the nature of the investigation before any interrogation commences.

2. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to

reasonably apprise the member of the allegations must be provided.

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

4. All complaints against or concerning a law enforcement 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.

5. Interrogation sessions shall be for reasonable periods. The officer being interrogated shall be allowed telephone calls, refreshments, and meals.

a. In matters which are purely disciplinary in nature, the law enforcement 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 law enforcement officer may be represented by an attorney or an FOP 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/her knowledge of facts regarding the allegations. A written report may be obtained from the police officer only when the allegations arise out of his/her employment.

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

6. 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 the law enforcement officer that he is entitled to a hearing on the issues pursuant to N.J.S.A. 40A:14-147.

7. The officer or his/her 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 charge.

8. The hearing shall be conducted by the Township Administrator. If the Township Administrator 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 Committee. The officer or his/her representative must state the conflict and request the removal of the Township Administrator at least seven (7) days prior to the hearing provided the basis of such objection is within his/her knowledge at that time. The Hearing Officer shall not have participated in any state of the investigation or interrogation other than in a purely ministerial role.

9. The Hearing Officer shall render decisions within twenty-one (21) days after the close of a disciplinary hearing concerning an employee. In the event that a verbatim recording was made of the disciplinary hearing, and in the event a transcript was prepared, then the Hearing Officer shall render his/her decision within twenty-one (21) days after receipt of a transcript of such proceedings.

10. 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 law enforcement officer concerned and his/her attorney.

11. In the event of a grievance, an employee or police officer may represent him/herself or may be represented by the FOP, a fellow worker, or an attorney.

12. a. Upon prior notice and authorization by the Chief of Police or designee, all officers shall have access to their individual personnel file. Any such request shall not be unreasonably denied.

b. No law enforcement agency shall 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/her right to review his/her 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 document's legitimacy and timeliness.

13. When disciplinary charges are filed against any officer, the officer shall be entitled to a hearing pursuant to N.J.S.A. 40A:14-147. Such charges will be in writing stating the facts which led to the recommended disciplinary action.

14. The parties hereby acknowledge that the terms and conditions of 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 which, if covered, conflict with the statutory language.

ARTICLE XXXII

MISCELLANEOUS WORKING CONDITIONS

A. Any new rule or modification of present negotiable rules regarding the working conditions of police officers shall be submitted to the FOP no fewer than ten (10) days prior to its introduction before the governing body, except in emergency. All new rules and modification of present rules regarding the working conditions of police officers shall be negotiated with the majority representative of the FOP prior to their establishment.

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

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

D. The Township shall pay the cost of or provide each officer with equipment which shall be used by the officer in his/her daily work routine as follows:

1. Flashlights;
2. Flashlight batteries; and
3. Pens.

E. The Township and the FOP hereby agree and recognize that the safety of the members of the Police Force is paramount and of major concern. No police 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.

1. 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.

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

G. All police 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 employee shall be reimbursed for the cost of tolls, parking, and mileage per the policy set forth in the Personnel Policy and Procedures Manual for use of his/her own personal vehicle.

H. The Township agrees that it shall budget sufficient funds for and the replacement of the following equipment which shall be maintained in good working order in each police patrol vehicle:

1. One (1) helmet with detachable face shield;
2. Flares; and
3. Fire extinguishers.

I. The employer will provide a bulletin board, in a conspicuous location in Police Headquarters, for use by the FOP, for posting notices concerning FOP business and activities. All such notices shall be posted only upon the authority of the officially designated FOP representatives and shall not contain any salacious, inflammatory, or obscene material.

ARTICLE XXXIII

DURATION

This Agreement shall be in full force and effect as of January 1, 1995 and remain in effect to and including December 31, 1996 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at South Brunswick Township, New Jersey, the day and year first above written.

SOUTH BRUNSWICK SUPERIOR
OFFICERS ASSOCIATION
FOP LODGE 51

TOWNSHIP OF SOUTH BRUNSWICK

By:

Ray J. Luch

Douglas G. Hoffman MAYOR

Kathleen A. Lopez

Township Clerk
South Brunswick Township