

Agreement
Between
Township of Irvington
And
Irvington Superior Officers Association

January 1, 2018 through December 31, 2021

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PREAMBLE

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the TOWNSHIP OF IRVINGTON, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and the IRVINGTON SUPERIOR OFFICERS ASSOCIATION, hereinafter referred to as the "SOA".

WITNESSETH THAT:

WHEREAS, the Township and the SOA, as the exclusive majority representative of the Superior Officers hereinafter designated pursuant to the provisions of N.J.S.A. 34:13A-1 et. Seq., as amended, have an obligation to engage in collective negotiations.

NOW THEREFORE, and in consideration of the following mutual covenants

IT IS HEREBY EXPRESSLY UNDERSTOOD BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I

TERMS OF AGREEMENT

The term of this Agreement shall be for the period commencing January 1, 2018 through December 31, 2021.

ARTICLE II

RECOGNITION

1. Pursuant to N.J.S.A. 34:1 3A 1, as amended, the Township recognizes the SOA as the majority representative and thereby as the exclusive representative of collective negotiations concerning the terms and conditions of employment as permitted by law of all full- time regularly employed police officers holding the rank of Sergeant, Lieutenant, Captain, and Deputy Chief.

But excluded from this recognition are Police Officers, Chief of Police, Director of Police and all other employees (including in such exclusion confidential, craft and clerical employees).

2. Unless otherwise indicated, the terms "employee" or "employees", "superior officers", "officers", or "police officers" when used in this Agreement refer only to those persons represented by the SOA in the above-defined negotiating unit.

3. Except herein modified the terms and conditions set forth in the CBA that expired on December 31, 2010, the MOA adopted on July 15, 2014, and the MOA adopted on March 24, 2015 shall remain in full effect.

ARTICLE III

EMPLOYEE RIGHTS

The parties hereto agree that in order to ensure that individual rights of Police Officers are not violated; the following provision shall be applied:

1. A Superior Officer shall be entitled to SOA representation at each and every step of the grievance procedure set forth in this Agreement.
2. A Superior Officer shall be entitled to SOA representation at each stage of any disciplinary proceeding instituted by the Township.
3. No Superior Officer shall be requested to sign a guilty plea to a specific charge unless given the opportunity to consult with an SOA representative.
4. In the event that recording devices are utilized during a disciplinary proceeding, the person charged shall have notice of said recordation and shall receive a transcript if, in fact, a transcript is prepared at no expense to the SOA or individual member.
5. In the event of any critical incident, two (2) members of the executive board of the SOA shall be excused from duty to assist an officer or officers without loss of pay.

ARTICLE IV

UNION SECURITY

1. The Township agrees to continue to permit the exclusive lawful use by the SOA of the existing SOA Bulletin Board in the muster room. The SOA agrees that it will not post material, which may be profane or derogatory to any individual or constitute election campaign material. All bulletins or notices shall be signed by the SOA President or duly authorized SOA officers. Any material, which the Township alleges to have been posted in violation of this Agreement, shall be removed and promptly referred to the grievance procedure for resolution.

2. An SOA representative shall be permitted to meet and confer with employees for SOA business at reasonable times during working hours without any loss of pay, provided, however, that such shall not interfere with work duties or work performance, as determined by the Chief or that Officer designated to be responsible during the Chiefs absence.

3. The SOA President and three (3) delegates shall be released from duty without loss of pay to travel to and attend the State PBA annual convention, collective bargaining seminars, and other labor seminars. Additionally, leave without loss of pay shall be granted to the SOA President and one delegate for attendance at and travel to the State PBA annual mini-convention. If any of the foregoing time falls on an officer's day off, he shall not be paid for his attendance at the convention or seminar.

4. Not more than four (4) Officers of the SOA Negotiating Committee shall be granted employee organization leave, without loss of pay, for contract negotiation sessions.

5. Under special circumstances and upon advance request, additional employee organization leave for additional conferences may be approved and granted by the Chief at his discretion.

6. The SOA President or his designee shall be granted time off from duty and shall suffer no loss of pay for all meetings between the Township and the SOA for the purpose of processing grievances, when such meetings take place at a time during which such SOA representative is scheduled to be on duty. The SOA President

shall be allowed four (4) days off per month without loss of pay to attend to Union business.

7. The SOA agrees that every effort will be made to schedule meetings so as to minimize the number of employees granted time off from duty.

8. The Township agrees to deduct monthly SOA membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the Township and the SOA and consistent with applicable law. The amounts to be deducted shall be certified to the Township by the Treasurer of the SOA and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the SOA.

Any written designation by an employee covered by this Agreement to terminate dues deductions must be received in writing by the Township and the SOA, and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which such notice of withdrawal is filed.

9. Any employee who is not a member of the Union shall pay a representation fee in lieu of dues for services rendered by the Union. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law, and shall be paid in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members, less the cost of benefits financed through the dues, fees, and assessments and available to or benefitting only its members, but in no event shall such representation fee exceed eighty-five (85%) percent of the regular membership dues and assessments.

The Union agrees to indemnify and save the Township harmless from any damages or expenses, including reasonable attorneys' fees, which may be incurred by the Township as the result of claims made by any employee relating to this paragraph and any payroll deductions made hereunder, provided that the Township gives the Union timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

10. The SOA shall be allowed to use an available room in Police Headquarters for committee meetings at no cost to the SOA, subject to the availability of said room.

11. Dues deductions and/or representation fees in lieu of dues shall be submitted to the SOA no later than the fifteenth (15th) day of the month following collection by the Township.

12. Effective upon execution of this agreement the Township will provide a telephone number for use exclusively by the PBA and SOA.

13. Two (2) members designated by the SOA shall be allowed to attend labor seminars yearly for up to four (4) days each without loss of pay or time.

ARTICLE V

WORK RULES

Any new rules or modifications of present rules affecting working conditions or terms of employment shall be negotiated with the SOA prior to establishment in accordance with NJ.S.A. 34:13A-1,

ARTICLE VI

NON-DISCRIMINATION

1. The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, or to political affiliation. Both the Township and the SOA shall bear the responsibility for complying with this provision of the Agreement.
2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees, where appropriate.
3. The Township and the SOA agree not to interfere with the rights of employees to become or refuse to become members of the SOA.

ARTICLE VII

GRIEVANCE PROCEDURE

1. Definition:

A "Grievance" within the meaning of the grievance procedure shall be defined as a claim by an employee or a group of employees covered by this Agreement that as to him there has been a misinterpretation, misapplication, or alleged violation of policies, administrative decisions affecting terms and conditions of employment or of any provision of this Agreement.

A grievance to be considered under this procedure must be initiated within thirty (30) days from the time the employee knew or should have known of its occurrence.

2. Procedure:

(a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at the step.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.

STEP ONE:

The grievance shall be taken up first with the immediate supervisor involved, in an attempt to resolve the matter informally at this level.

STEP TWO:

If, at Step One, the matter is not resolved within five (5) calendar days, it shall be discussed by the employee affected and a member of the SOA Grievance Committee with the unit/shift commander in an effort to resolve the matter informally at this level.

STEP THREE:

If, at Step Two, the matter is not resolved within ten (10) calendar days, it shall, within an additional ten (10) calendar days be set forth in writing to the Chief specifying in detail the nature of the grievance.

STEP FOUR:

If, at Step Three, the matter is not resolved within five (5) calendar days, it shall, within an additional seven (7) calendar days be set forth in writing to the Director specifying in detail the nature of the grievance.

STEP FIVE:

If, at Step Four, the matter is not resolved within seven (7) calendar days, the SOA shall, within an additional ten (10) calendar days, submit the written grievance to the Township Business Administrator specifying, in detail, the nature of the grievance. Should no acceptable agreement be reached within ten (10) calendar days after the receipt of the written grievance by the Business Administrator, the matter may be referred to arbitration as set forth below, by the Town, or the SOA only. If the aggrieved is a permanent employee he may, in lieu of arbitration, elect to pursue all remedies afforded by the provisions of the Civil Service Act.

STEP SIX:

In lieu of submitting the grievance to the Civil Service Commission, resort may be had to the remedies in this Step, provided, however, that such action must be initiated within thirty (30) calendar days of the time the answer was received or considered due on Step Five. The appeal must be made in writing reciting the matter submitted to the Director as specified above. Dismissal of or failure to continue the employment of a probationary employee shall not be deemed grievable or arbitrable, nor shall any matter be deemed grievable or arbitrable where the ultimate decision must be made by an agency having exclusive jurisdiction over the issue, as for example, a determination by the Board of Trustees of the New Jersey Police and Firemen's Retirement System as to disability. Only claims involving solely the misinterpretation, misapplication or violation of specific provision of this Agreement may be referred to arbitration.

The following procedure will be used to secure the services of an arbitrator:

(a) A request will be made to the Public Employment Relations Commission to submit to the parties a roster of persons qualified to function as an arbitrator in the dispute in question for the selection of an arbitrator in accordance with its rules and regulations;

(b) The arbitrator shall follow the rules and procedures of the Public Employment Relations Commission. The decision of the arbitrator shall be in writing and set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be binding. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement; and except as may be required in order to achieve a result consistent with relevant statutes, decision and regulations. He or she shall have no power to add to or subtract from or modify any of the terms of the Agreement, nor to establish a wage rate, nor shall he or she in any case have power to rule on any issue or dispute excepted from the definition of a grievance as contained in this Article or excepted from this grievance procedure by any other provision of this Agreement.

(c) The Township and the SOA shall assure the employee freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.

(d) Costs:

(i) Each party will bear the total cost incurred by themselves;

(ii) The fees and expenses of the arbitrator are the only costs, which shall be shared by the two parties, and such costs will be shared equally.

(e) The right to request arbitration shall be limited to the parties to this Agreement, and either party may demand arbitration.

ARTICLE VIII

SENIORITY

1. Seniority shall be determined according to the date of promotion to current rank in the Department. In the event the employment of more than one Superior Officer occurs on the same date, then the position on the Civil Service list from which the member was originally promoted will govern the order of seniority.
2. Seniority shall be lost if an employee is discharged or resigns. Seniority shall not be lost by reason of sick leave, military leave that does not exceed four (4) years, or other approved leaves of absence, which do not exceed one (1) year.
3. The Township agrees to provide the SOA with a seniority list and to update such list annually.
4. Annual Shift Bidding shall be instituted for one hundred percent (100%) of the Superior Officers assigned to the Patrol Division. Shift assignments instituted as part of shift bidding shall utilize only seniority to determine the ranking for every Superior Officer assigned to the Patrol Division. Any proposed modification to the procedure for shift bidding shall not be implemented without mutual agreement of the SOA and the Township.

ARTICLE IX

COURT TIME

Whenever an Officer is ordered or subpoenaed in connection with the performance of his duties to appear at any judicial or administrative proceeding, including civil court, on his off- duty time, the Township shall compensate the Officer for the greater of three (3) hours straight time or time and one-half for all hours worked in connection with the appearance at such proceeding.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 1

The existing practices governing the workday and workweek shall continue, except that a Superior Officer's tour of duty shall not be changed on less than five (5) days' notice. Except when the need for such a change could not reasonably have been foreseen. A Superior Officer cannot be assigned more than on tour of duty per week; the exceptions of this are: A Superior Officer who volunteers to waive his right under this clause, bona fide training or other events requiring change when the need for such change could not have been reasonably foreseen.

Section 2

The existing practices governing overtime and compensation therefore shall continue during the term of this Agreement except as follows:

(1) Payment at the rate of time and one-half (1 1/2) shall be made whenever a training officer is required to work beyond the normal tour of duty.

(2) Whenever an Officer is recalled to duty after having completed his regular tour, he shall receive the greater of three (3) hours straight time pay or time and one-half pay for all time worked. This provision as to call-in time shall not apply where an Officer is called to report early for his regular shift. Nor shall this provision as to call-in time apply to those instances where an Officer is called in to make or complete reports on his off-duty time, which should have been completed while he was on-duty. The Township, however, agrees to make every reasonable effort to provide forms in such manner as to minimize the occurrence of such instances.

(3) Not more than two (2) Departmental Meetings will be held each year. As heretofore, attendance shall be voluntary, and overtime shall be paid.

(4) Each employee shall be permitted to accumulate up to 300 hours of compensatory time on the books, exclusive of compensatory time provided by Article XV, Sections 2 and 4. Each employee with over seven (7) years of service as of January 1 of each year shall be entitled to one (1) additional non-cumulative compensatory day each year. This additional non-cumulative compensatory day

will be converted into a vacation day.

(5) Compensatory time granted under this Agreement shall be taken in accordance with the existing practices subject, however, to manpower requirements of the Department determined by the Chief and/or Director.

(6) In the event that an officer receives Emergency Time Due (ETD) and does not have sufficient accumulated time to cover the ETD he will have five (5) working days (his/hers) to notify administration how to adjust the deficit (vacation time, etc.) confirmed by signature. If the officer refuses to allow use of an accumulated source, the time out of work may be determined to be unpaid in the discretion of the Chief of Police.

All requests for the utilization of Emergency Time Due shall require the identification of the specific emergency and shall be immediately communicated to the appropriate Bureau Commander for approval or denial.

(7) The following general requirements shall apply to requests for use of Emergency Time Due (ETD):

(a) **Requests shall not be unreasonably denied.**

(b) The need for overtime shall not constitute an express reason for denial, unless significant staffing issues are present and documented.

(c) Requests shall be addressed and answered within two days of the request. To provide the requesting member sufficient opportunity to finalize personal plans.

Request Process:

Time Due: Officers requesting Time Due (TD) or Compensatory Time shall make the request no later than five days before the date of the Time Due. Time Due shall be granted based upon adequate staffing levels for the particular date, shift and the requesting officer having sufficient hours on the books.

Emergency Time Due: Emergency Time Due (ETD) is meant to provide officers with an alternative to the five-day advance request procedure only when a "true" emergency arises that is absolutely unforeseen. If any officer has prior knowledge of an upcoming event, even though it may be short notice, he/she must seek Time

Due through the regular Time Due system, explaining why they could not provide five days' notice.

Section 3

I. Work Schedules

(a) The Patrol Division schedule shall be a 4/4 schedule that amounts to 2080 hours worked per Patrol Superior Officers shall work four (4) consecutive days at eleven and one-quarter (11.25) hours on-duty, followed by four (4) consecutive days off-duty. In addition to the daily work schedule, Patrol Superior Officers will also be required to provide four (4) eight (8) hour training days per year. The training time shall be outside of the 4/4 schedule set forth above and shall be designated at the Police Director's discretion. Training time shall not be compensated as overtime or compensatory time. Training days shall only be used for training of Patrol Superior Officers and for no other purpose. Training days shall be used in full eight (8) hour blocks on a single day and may not be segmented. If training does not last for a full eight (8) hours during the assigned day the Superior officer shall be credited with the use of a full training day. Training time shall not be scheduled during a Patrol Superior Officer's vacation. Vacation period is defined as the first scheduled vacation day to the first scheduled day to return to work.

(b) Non-patrol Superior Officers shall be assigned to a schedule of steady shifts consisting of four consecutive ten (10) hour days on-duty followed by three consecutive days off-duty. Officers on the 4/3 schedule shall not owe the Township any training days. All training for officers on this 4/3 schedule shall be conducted while on-duty or on overtime.

An Officer's tour shall not be changed on less than five (5) days' notice except when the need for such change could not reasonably have been foreseen. An officer cannot be assigned to more than one tour per week; the exceptions to this are: An Officer who volunteers to waive the right under this clause, for bona fide training or other events requiring change when the need for such change could not have been reasonably foreseen.

(c) All accrued time, which shall include vacation time, compensatory time, personal time, and any other time applicable under the collective bargaining

agreement, shall be converted to hours and then modified as per the 4/3 and 4/4 schedules .

(d) The current work schedule shall remain in effect until either the negotiations of a new work schedule or issuance of an interest arbitration award modifying the schedules. The work schedules shall be implemented consistent with current PERC and judicial case law.

2. No Superior Officer shall work any "Jobs in Blue" assignment that will consume more than eight (8) hours on a day on which he/she is assigned to a regularly scheduled police assignment or shift. All Superior Officers shall be allowed to work "Jobs in Blue" prior to or after his/her regularly scheduled police assignment or shift, as long as he/she does not exceed a total of sixteen (16) hours of work in a twenty-four (24) hour period.

3. Conversion of Contractual Days and other Leave Bank Time

(a) **Vacation Days:** All vacation days shall be converted to hours based on an 11.25-hour day. For example, a Superior Officer who has 29 eight and one-half (8.5) hour working days' vacation shall have those days converted to 21.9 days ($29 \times 8.5 = 246.5$ hours / $11.25 = 21.9$ days)

(b) All compensatory time set forth in this agreement shall be converted to 11.25 hours per day.

(c) All current leave bank accumulation shall remain unchanged. Upon implementation of the 4/3 and 4/4 schedules, all leave bank accumulation shall be based on 11.25 hours per day.

ARTICLE XI

SALARIES

1. The annual salaries for Superior Officers shall be as set forth in Appendix A
 - (a) Effective and retroactive to January 1, 2018 increase all salary rates by 2%
 - (b) Effective to January 1, 2019 increase all salary rates by 1.8%
 - (c) Effective to January 1, 2020 increase all salary rates by 1.8%
 - (d) Effective to January 1, 2021 increase all salary rates by 1.7%
2. In addition to the Annual Salary set forth above, longevity pay and the detective allowance (if applicable) shall be included in the Gross Annual Salary of Superior Officers.
3. Salaries shall be paid in in approximately equal payments at fourteen (14) day intervals (pay periods).
 - (a) The bi-weekly pay shall be determined by dividing the Gross Annual Salary by twenty-six (26).
 - (b) The daily pay shall be determined by dividing the bi-weekly salary by ten (10).
 - (c) The hourly rate shall be determined by dividing the daily salary by eight (8).
4. In addition to regular base salary, Superior Officers serving as Detective shall receive an additional \$1300.00 per annum.
5. Superior Officers assigned to the Canine Squad shall receive \$150.00 monthly as reimbursement for the expenses incurred in the maintenance of the canines.
6. **Retroactive Pay:** Pursuant to past practice, the payment of retroactive increases as set forth above shall include payments to employees who have retired since January 1, 2018.

ARTICLE XII

LONGEVITY

1. As heretofore, all Superior Officers shall receive, in addition to base pay scale, a payment for years of faithful service rendered an amount equal to the following:

(a) Over five (5) years of service but less than ten (10) years of service, an amount equal to two (2%) percent of the yearly base pay.

(b) Over ten (10) years of service but less than fifteen (15) years of service, an amount equal to four (4%) percent of the yearly base pay.

(c) Over fifteen (15) years of service by less than twenty (20) years of service, an amount equal to six (6%) percent of the yearly base pay.

(d) Over twenty (20) years of service but less than twenty-four (24) years of service, an amount equal to eight (8%) percent of the yearly base pay.

(e) Over twenty-four (24) years of service an amount equal to ten (10%) percent of the yearly base pay.

ARTICLE XIII

UNIFORMS AND EQUIPMENT

Section 1

If the Township institutes or mandates any changes in uniform or equipment, the Township shall bear the initial cost of such change(s) for the Officers affected thereby.

Section 2

Subject to approval of the Chief, officers shall be allowed to carry an off-duty weapon other than a service weapon. The officer must qualify with the weapon regularly in accordance with the Department rules and regulations for service weapons. The individual Officer shall pay for ammunition for that weapon if the weapon is not a .40 caliber handgun.

ARTICLE XIV

VACATIONS

1. Superior Officers covered by this Agreement shall be entitled to annual vacation leave with pay according to the following schedules based on an 8.5-hour workday:

(a) Less than one (1) full year of service shall be entitled to one (1) day per month to December 31, for the following year.

(b) Upon completion of the second full year of service, shall be entitled to twenty (20) working days.

(c) Upon the completion of the fourth full year of service, shall be entitled to twenty-five (25) working days.

(d) Upon completion of the ninth full year of service, shall be entitled to twenty-seven (27) working days.

(e) Upon completion of the fourteenth full year of service, shall be entitled to twenty-eight (28) working days.

(f) Upon completion of the seventeenth full year of service, shall be entitled to twenty-nine (29) working days.

2. For officers hired after July 1, 2014, vacation leave shall be as follows:

1-10 years: 13 days

11-15 years: 18 days

16+ years: 23 days

2. The vacation period shall be the calendar year from the 1st day of January through the 31st day of December. Vacation time shall be earned according to the employee's years of service completed as of December 31st, and such vacation must be taken within the succeeding calendar year.

Effective with vacation time earned on or after January 1, 2014, any unused vacation time may be carried forward into the next succeeding year only.

Officers will be permitted to keep their current banks of vacation leave time current.

3. Vacations shall be scheduled by the Chief on the same basis as heretofore, in his discretion. Giving preference to employee choice according to seniority where practicable and where consistent with continued orderly and efficient operation of the Department.

4. In the event a regular payday should fall within an employee's scheduled vacation period, the Township agrees to make every reasonable effort to issue the payroll check for such pay period prior to the commencement of the Employee's scheduled vacation period. The Employee must make such request in writing to the Chief at least two weeks prior to that regular payday.

5. In the event an Employee is otherwise entitled to vacation leave at the time of his retirement, resignation, termination (other than for cause), or death, the employee or his widow or his estate shall receive one (1) day's pay for each earned but unutilized vacation day.

6. If an Officer is transferred from one work schedule to another, any unused vacation days will be prorated to the Officers new work schedule. Proration of vacation days will be determined by (a) multiplying the number of unused days times the hours per working day of the Officers former work schedule and (b) dividing the total number of hours per working day in the Officer's new work schedule.

7. Upon implementation of the 5/2, 4/3, or 4/4-work schedule, all vacation days shall be converted to hours based on an 8-hour workday, 10-hour workday, or 11.25-hour workday respectively.

8. Any unused vacation time may be carried forward (deferred) into the next succeeding year only. Superior Officers will be permitted to keep their current banks of vacation leave time intact.

ARTICLE XV

SICK LEAVE

Sick leave shall be administered in accordance with Standard Operation Procedure No. 1:13 enacted on February 20, 1997 after negotiations between the Police Department and the SOA conducted on several occasions and concluded on November 5, 1996. With the exception that an Officer who is on sick leave for three (3) or less scheduled working days may return to duty pursuant to prior written authorization by his personal physician licensed to practice in the State of New Jersey, subject to book-back procedures in accordance with the Department Manual of Rules and Regulations.

Any Superior Officer who does not use any sick leave the first six (6) months of the year shall earn one (1) day of additional vacation. An additional one (1) day of vacation shall be earned by not using any sick leave during the second six months of the year.

The restated sick leave procedure only applies to the administration of sick leave and does not affect an officer's contractual right to unlimited sick leave.

ARTICLE XVI

HOLIDAYS

1. Each employee, after completing his probationary period of service for the Township shall receive pay for the following eleven (11) holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day. Holiday pay will be computed by multiplying the regular hourly rate by eight (8) hours for each holiday. Holiday pay shall be issued in accordance with existing practice.

2. Effective July 1, 2001, holiday pay shall be included in the base pay of all Superior Officers and paid as part of a Superior Officer's base salary.

3. Each employee, after completing his probationary period of service for the Township shall receive one (1) 11.25-hour day of compensatory time for each of the following regular holidays: Election Day, Veteran's Day, and the Day After Thanksgiving for a total of three (3) 11.25-hour days. The total amount of compensatory time each Superior Officer shall receive for the above listed holidays is 33.75 hours.

4. If an unscheduled holiday or other day in the nature of a holiday is declared by order of the Mayor and/or Council for other Township employees, the holiday will be credited to all Superior Officers and placed on the books at a 11.25-hour value.

ARTICLE XVII

BEREAVEMENT LEAVE

1. In the event of death in the immediate family of the Employee, the Employee shall be entitled to three (3) working days of leave to be taken in close proximity to the date of death.
2. Immediate family shall be defined as spouse, partner, child, stepchild, parents, parent-in-law, grandparents, sister, brother, grandchild, childhood stepmother, childhood stepfather or relative regularly residing in the Employee's household.
3. In the event of the death of a grandparent-in-law, sister-in-law, brother-in-law, niece or nephew, aunt, or uncle of the Employee, the Employee shall be entitled to one (1) day's leave.
4. The Township may require proof of death and/or proof of relationship to Employee.
5. In the event of death in the family which occurs during an Employee's period of vacation or other extended leave, the bereavement leave to which the Employee is entitled for such death shall be added to, and taken with, the Employee's scheduled period of vacation or extended leave.

ARTICLE XVIII

INSURANCE COVERAGE

1. The Township agrees to continue to provide, at its expense, the health insurance and Delta dental insurance coverage presently in effect for each Employee and his dependents in accordance with applicable resolution and ordinances. The Township reserves the right to provide an alternative HMO plan equal to or better than the current Horizon HMO Blue Cross/Blue Shield. Benefits under any alternative HMO plan shall be equal to or better than those of the current HMO plan.

2. Insurance coverage provided for above, including dental, shall be continued after retirement of an Employee for the Employee and his spouse only, the Township to pay the premiums for the employee and his spouse and, in accordance with past practices, eligible children under coverage in existence upon signing of this Agreement only on the following conditions:

(a) Such Employee must have retired on or after January 1, 1974 after twenty-five (25) or more years of service with the Township;

(b) The Employee is not covered under any other similar insurance programs. (In the event an Employee's coverage as a primary insured under such other similar insurance program should terminate, the Employee will be eligible for the insurance benefits provided under this Article XVII Insurance Coverage, subject to the other conditions set forth in this Article);

(c) Upon the employee attaining age sixty-five (65) such coverage and the obligation of the Township to pay therefore shall cease unless the Employee gives timely notice to the Township Department of Revenue and Finance that he is not eligible for Medicare. Notwithstanding the foregoing, the Township will pay the medical insurance premiums for the Employee covered by Medicare and for his spouse only but not the hospital insurance premiums. The Township will pay the hospital insurance premium or equivalent for any Employee not covered by Medicare in lieu of continuing the insurance coverage provided for in Paragraph 1 above.

(d) The Township agrees that if an officer is killed in the line of duty, effective

prospectively, full medical coverage shall be provided by the Township for the spouse and dependent(s) of the officer killed in the line of duty. Should the spouse remarry, his or her full medical coverage shall cease. However, the full medical coverage shall remain in effect for the dependent(s) consistent with dependent(s) coverage provided by the Township.

(e) Any employee hospitalized due to line of duty injuries shall be provided with private accommodations, if available. The Township will pay hospital and medical expenses of any Employee due to line of duty injuries as promptly as possible.

3. The Township shall pay medical bills for all bargaining unit members within seventy-five (75) days of submission. The Township agrees that it shall guarantee payment of all bills for insurance benefits under The Township Health Insurance Plan and/or HMO plans. The Township shall make payments timely and fully for all covered insurance benefits. The Township shall defend and indemnify officers from any collection actions instituted due to late payment or non-payment of bills for health benefits.

4. Prescription co-pays effective January 1, 2008:

Township Health Insurance Plan: Brand name drugs \$20.00 Generic drugs \$10.00

Horizon HMO Blue Cross/Blue Shield or equivalent: Brand name drugs \$20.00
Generic drugs \$10.00

The co-payments for mail order prescription drugs shall be increased to \$10.00 for generic drugs and to \$20.00 for name brand drugs. This shall be effective February 1, 2009.

No officer shall pay more per annum per plan for prescriptions as provided by the State Health Benefits Program, or HNA, whichever is lower.

5. Insurance co-pays for office visits effective January 1, 2008:

Township Health Insurance Plan: Co-pay for each office visit \$20.00
Horizon HMO Blue Cross/Blue Shield or equivalent: Co-pay for each office visit to primary care physician \$20.00

6. Deductibles:

Health Network of America (HNA) or equivalent: Out of network, employee: \$200.00. Out of Network, family: \$400.00

7. Healthcare Opt-Out

Each November, employees may voluntarily opt-out of the Township's health insurance coverage and shall receive payment in the amount of forty percent (40%) of the current COBRA rate premiums for the applicable health insurance coverage for the calendar year in which the employee chooses to opt out. The COBRA rate(s) shall be provided to the SOA by January 2 of each year. Payment shall be made within 30 days of the first day of the opt-out year. Employees may return to the Township's health insurance plan the next year following the opt-out. Employees may immediately return to the Township's health insurance if their alternative health insurance coverage is lost. Employees returning shall reimburse the Township a prorated amount of the 40% payment received by the employee.

8. Health care contributions shall be made by all current employees in accordance with New Jersey State law, N.J.S.A. 40A: 10-21.1.

ARTICLE XIX

PENSIONS

1. The Township will continue to provide pension coverage for the covered employee as required by applicable State laws relating to the New Jersey Police and Firemen's Retirement System or Police and Fire Pension Fund.
2. The Township shall continue payments to an employee's pension fund while the employee is on sick leave.

ARTICLE XX

MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, the Township possesses the sole right and responsibility to operate and manage its Police Department and all management rights repose it. These rights include but are not limited to the right:

- (a) To determine the existence or non-existence of facts which are the basis of the Township Police Department and/or Management decision;
- (b) To establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of the Township and, from time to time, to change or abolish such practices or procedures subject to the provisions of N.J.S.A. 34:1 3A-5.3, where applicable;
- (c) To determine and, from time to time, adjust the numbers, locations, and relocation and types of its facilities, operations and equipment and of its Officers and employees or to discontinue any performance by Officers or employees of the Township of Irvington;
- (d) To hire, select and determine the number and types of Officers required;
- (e) To assign work to Officers and to determine the overtime to be worked, if any;
- (f) To establish training programs and upgrading requirements for Officers within the Department
- (g) To establish and change work schedules and assignments;
- (h) To transfer or promote Officers;
- (i) To demote Officers for just cause;
- (j) To layoff, terminate or otherwise relieve Officers from duty for lack of work or other legitimate reasons;
- (k) To determine the facts of lack of work or other legitimate reasons;

(l) To continue, alter, make and enforce reasonable rules for the maintenance of discipline subject to the provisions of N.J.S.A. 34:13A-5.3, where applicable;

(m) To suspend, discharge or otherwise discipline Officers for just cause;

(n) To introduce new or improved methods or facilities, and to purchase services of others, contract or otherwise and otherwise to take such measures as the Township and/or Management may determine to be necessary for the orderly and efficient operation of the Police Department provided, however, nothing herein shall prevent an Superior Officer from presenting his grievance for the alleged violation of any Article or specific term of this Agreement.

(o) To require, at its option, each officer to verify his/her dependents for the purpose of health insurance coverage.

ARTICLE XXI

TERMINAL LEAVE

1. An employee retiring from service who has completed twenty-five (25) years of service with the Township and complies with the requirements for eligibility for retirement for age and length of service at the time of such retirement under the applicable New Jersey Police and Firemen's Retirement System or Pension Fund shall be granted terminal leave compensation amounting in the aggregate to payment for eight (8) biweekly pay periods. This terminal leave compensation shall be in addition to any other monies due to such employee at the time of retirement.

2. In addition to the terminal leave provided in paragraph 1, herein, in accordance with the Memorandum of Agreement covering 1996-1998, ten (10) days pay will be added to each employee's contractual accumulated time due book. The total to be taken in time due or pay when the employee separates from the Irvington Police Department for any reason. Payment at separation will be at the rate the employee is being paid at the time of separation. This payment shall be done in accordance with the terms of the Memorandum of Agreement providing for ten (10) days pay deferral in 1996.

Retiring employees will have an option of being paid their terminal leave benefit and cash-out of unused accumulated leave balances in either of the following methods:

(a) Lump-sum payment of all monies due within 30 days of the employee's final paycheck; or

(b) In two equal lump-sum payments, the first of which shall be payable within 30 days of the employee's final paycheck, and the second of which payable by January 30 of the year following retirement.

3. Employees hired on or after July 1, 2014 shall not be entitled to terminal leave.

ARTICLE XXII

MISCELLANEOUS

1. It is recognized that the need for continued and uninterrupted operation of the Townships departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation. It is agreed that there will not be and that the SOA, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest, strikes, slowdowns, or other action which would involve suspension of or interference with normal work performance.

The Township shall have the right to discipline or discharge any SOA Officer actively inciting or participating in a strike, slowdown, or other concerted action, which would involve suspension or interference with normal work performance and any employee who participates in such action.

Nothing herein above contained is intended in any way to limit any prohibition as to the right to strike or other lawful concerted activity, which may be applicable to the SOA and its members by law. It is expressly agreed that subject to the provisions of this Agreement, all lawful SOA activities are protected.

The Township agrees that it will not institute a lock out.

2. The Township and SOA understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision concerned, which shall be deemed of no force and effect, but shall not affect the remaining provision of this Agreement.

3. The Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations.

4. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. The Director or Chief and the SOA may execute written instruments, for the purpose of settling grievances arising hereunder, which do not modify the provisions of this Agreement.

5. In the event of a Superior Officer's death after the completion of twenty-five (25) years' service, the officer's family, or estate will, in addition to other benefits granted outlined in this contract be entitled to any and all terminal leave compensation which would otherwise be granted to the Officer. In the event a Superior Officer is killed in the line of duty, the Township shall provide full medical coverage for the spouse and dependent(s). Should the spouse remarry, his or her full medical coverage shall cease. However, the full medical coverage shall remain in effect for the dependent(s). Should the spouse remarry, his or her full medical coverage shall cease. However, the full medical coverage shall remain in effect for the dependent(s) consistent with dependent coverage provided by the Township.

6. Good and Welfare meetings shall be conducted between the Director and/or his designee(s) on behalf of the Township and SOA President and four (4) additional representatives of the SOA on an "as-needed" basis upon seven (7) days advance notice in writing of the topics to be discussed at the request of either party.

7. In the event that a Superior Officer is entitled by law to legal services, he shall select his attorney and notify the Township of his selection. The Township shall pay \$100.00 per hour for such services.

8. If a Superior Officer is scheduled to work during a Department of Personnel examination, he shall be given the necessary time off without loss of pay or benefits to attend the examination including travel time.

9. A Superior Officer who is denied a day off for his or her lack of sufficient compensatory time or for the Department's lack of coverage may submit to the Chief or his designee a request by way of a "To- From" Report for permission to swap work days with another of the same rank in the same division and within the same biweekly pay period. Such request must be signed by both Superior Officers involved in the requested swap and must be submitted ten (10) calendar days prior to the earliest effective date of the swap requested. If approved, the swap shall be

started and completed within fourteen (14) calendar days. No such request shall be unreasonably denied.

10. The SOA president shall be granted leave without loss of pay for attendance to SOA presidential duties up to four (4) work days each month upon written request.

11. A Superior Officer who volunteers as an instructor may have his or her days off adjusted at the discretion of the Department with no additional compensation for such adjustment in order to accommodate the schedule of training for which he or she serves as an instructor. A Superior Officer, who is assigned as an instructor, shall be entitled to the five-day notice provisions of ARTICLE IX. Hours of Work and Overtime.

12. When a Superior Officer is involved in a shooting, said officer shall not be required to respond to any questions or supply any statement or written reports until he is released by the evaluating physician or other medical professional. Such delay shall not exceed two (2) business days (defined as Monday through Friday, excluding holidays) unless the officer is physically or mentally incapacitated. Nothing in this provision shall prevent an officer from voluntarily answering questions or making a statement to the Township's Internal Affairs investigators.

13. **Voluntary Health and Fitness Incentive**- All members who pass a voluntary physical fitness test will receive one (1) additional vacation day for the year in which the test was administered; however, the member shall have no less than 9 months in which to use that additional vacation day. An officer cannot be ordered to perform the physical fitness test by the Department for any reason. The officer shall re-qualify, if he/she volunteers to do so, annually and receive the additional vacation days for each year of requalifying. The test to be administered will be the same as the Police Training Commission's Physical Training Assessment, unless another test is agreed to by the parties. The test will have considerations and qualifying adjustments based on the age and gender of the member.

ARTICLE XXIII

PERSONNEL FILES

1. The personnel files of Superior Officers shall be kept confidential by the Department at all times. The Township agrees to allow each employee to inspect his personnel file at reasonable times upon written request by the employee. Employment references may be excluded from such inspection at the discretion of the Director. The employee shall be permitted to copy all documents contained in his personnel file. Personnel files are defined as the files, which are maintained by the Director's office.

2. All written reprimands and commendations inserted in an employee's personnel file will be initialed and dated. Copies thereof shall be furnished to each employee at the time of such insertion.

3. An employee may file a written comment or response concerning any document placed in his file within thirty (30) calendar days after his inspection of the file.

ARTICLE XXIV

MINOR DISCIPLINE

1. Disciplinary suspensions shall be calculated in hours, not days. Consistent with Civil Service rules and regulations and applicable case law, the provisions set forth herein shall apply when based upon disciplinary charges, a Superior Officer is exposed to possible suspension of 40 hours in length or less; a possible fine amounting in the equivalent of 40 hours pay or less; or a written or oral reprimand (minor discipline).

2. An accused Superior Officer is entitled to the following regarding an minor discipline:

(a) Written notice of charges;

(b) Disclosure of all evidence supporting the charges;

(c) An opportunity to respond in writing to the charges;

(d) If a review of the evidence supporting the charges and the Superior Officer's written response discloses that there is no material fact in dispute, an independent hearing officer may resolve the case on the basis of the written record.

(e) If there is material fact in dispute, the Superior Officer is entitled to representation, to cross-examine any witnesses who may be called to testify against him or her and to present any witnesses on his behalf.

3. All disciplinary action shall be subject to the provisions of N.J.S.A. 40A:14-147.

4. An accused Superior Officer shall retain the right, consistent with past practice, to grieve any minor disciplinary action in accordance with the terms of this contract.

ARTICLE XXV

JOBS IN BLUE

1. For the term of this agreement, the existing rates shall remain unchanged unless the Union, in writing, seeks to reopen this issue.
2. No Superior Officer shall work any "Jobs in Blue" assignment that will consume more than eight (8) hours on a day on which he/she is assigned to a regularly scheduled police assignment or shift. All Superior Officers shall be allowed to work "Jobs in Blue" prior to or after his/her regularly scheduled police assignment or shift, as long as he/she does not exceed a total of sixteen (16) hours of work in a twenty-four (24) hour period.
3. No Superior Officer shall be suspended from working "Jobs in Blue" assignments except upon the adjudication of disciplinary proceedings which shall be subject to the provisions of N.J.S.A. 40A:14-147.

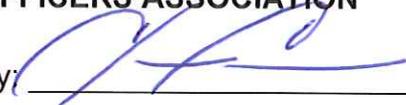
ARTICLE XXVI

TERM OF AGREEMENT

The Term of this Agreement shall be from January 1, 2018 until December 31, 2021.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representative and officers executed this Agreement on this ____, day of _____, 20__

IRVINGTON POLICE SUPERIOR OFFICERS ASSOCIATION

By:  _____

President

Dated: _____

Witness: _____

Dated: _____

TOWNSHIP OF IRVINGTON, NEW JERSEY

By:  _____

Mayor

Dated: _____

ATTEST: _____

Dated: _____

APPENDIX A

SALARY GUIDE

	2018	2019	2020	2021
	2%	1.8%	1.8%	1.7%
Sergeant	\$116,496	\$118,593	\$120,728	\$122,780
Lieutenant	\$126,800	\$129,083	\$131,406	\$133,640
Captain	\$137,100	\$139,568	\$142,080	\$144,496
D. Chief	\$151,564	\$154,292	\$157,069	\$159,739