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COLLECTIVE BARGAINING AGREEMENT

JANUARY 1, 1991 THROUGH DECEMBER 31, 1992

BETWEEN

TOWNSHIP OF BRANCHBURG

AND

BRANCHBURG FOP LODGE NO. 14

REPRESENTATIVE OF THE TOWNSHIP:
WOOLSON, SUTPHEN, ANDERSON AND NERGAARD
11 EAST CLIFF STREET
SOMERVILLE, NEW JERSEY 08876
TEL. (908) 526-4050

REPRESENTATIVE OF THE FOP:
FRATERNAL ORDER OF POLICE
BRANCHBURG LODGE NO. 14
P. O. BOX 5203
NORTH BRANCH, NEW JERSEY 08876

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PREAMBLE

This AGREEMENT made this ____ day of May, 1991, by and between the Township of Branchburg in the County of Somerset, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and the Branchburg Fraternal Order of Police Lodge No. 14 (hereinafter referred to as "the FOP").

Whereas, the Township and the FOP recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties; and

Whereas, it is the mutual desire of the parties to adopt an agreement consistent with the accords reached during negotiations between the parties, which accords have been duly accepted by the Township and the FOP;

NOW, THEREFORE, it is agreed as follows:

I. Recognition. The Township recognizes the FOP as the sole and exclusive bargaining agent with respect to terms and conditions of employment for all sworn police officers of the Township below the rank of Sergeant. This recognition shall be pursuant to and in compliance with the New Jersey Employer-Employee Relations Act, NJS 34:13A-1 et seq.

II. Definitions. As used in this Agreement, the following terms have the following meanings:

"officer" -- a police officer of the Township of Branchburg who is a member of the group represented by the FOP.

"police administration" -- the Chief of Police or the

person designated by the Township Committee.

III. Officers' Rights. The Township recognizes that every officer shall have the right to freely organize, join, and support the FOP for the purpose of engaging in collective negotiations.

IV. Management Rights. Except as expressly modified by specific provisions of this Agreement, the Township reserves and retains sole and exclusive authority to manage the operation of the Police Department of the Township as such rights existed prior to the execution of any agreement with the FOP.

V. Preservation of Rights.

A. The Township agrees that all benefits, terms and conditions of employment relating to the status of the Township of Branchburg Police Officers, which benefits, terms and conditions of employment are specifically set forth in this Agreement, shall be maintained.

B. Unless a contrary intent is expressed in this Agreement, all of these existing benefits, rights, duties, obligations and conditions of employment applicable to any police officer shall not be limited, restricted, impaired removed or abolished.

VI. Compensation.

A. The base annual wage for officers covered by this Agreement shall, starting with the effective dates indicated, be as follows:

<u>Rank</u>	<u>Jan 1, 1991</u>	<u>Jan 1, 1992</u>
Probationary Officer	\$27,050.00	\$28,930.00
4th Grade Officer	\$30,294.00	\$32,399.00
3rd Grade Officer	\$33,813.00	\$36,163.00
2nd Grade Officer	\$36,516.00	\$39,054.00
1st Grade Officer	\$38,643.00	\$41,329.00

B. In addition to other compensation, each officer shall be paid longevity compensation in accordance with the following schedule, starting with the first pay period following the respective anniversary date:

1. after the completion of five (5) years of active Township service: two (2) percent of base salary;
2. after the completion of ten (10) years of active Township service: four (4) percent of base salary;
3. after the completion of fifteen (15) years of active Township service: seven (7) percent of base salary;
4. after the completion of twenty (20) years of active Township service: ten (10) percent of base salary.

VII. Hours of Work and Overtime.

- A. All officers shall be on a 28-day work cycle.
- B. The scheduled work day shall consist of eight (8) hours. Except for shift changes, the work schedule shall consist of five (5) days on and two (2) days off, consistently.
- C. Officers shall be compensated for overtime work as follows:

1. Officers shall receive the greater of forty-five dollars (\$45.00) per court appearance or 1 1/2 times straight hourly rate for court appearances (including Municipal Court, State, County and Municipal administrative hearings and County juvenile intake screenings) arising out of employment as a police officer outside the officer's regularly assigned duty hours.

2. An officer who works less than one hundred seventy-one (171) hours in a work cycle shall receive straight time compensatory time off for required training, schools, seminars and the like conducted outside the officer's regularly assigned duty hours, shall receive straight hourly rate for other time worked less than eight (8) hours per calendar day, and shall receive 1 1/2 times straight hourly rate for other time worked over eight (8) hours per calendar day.

3. An officer who works one hundred seventy-one (171) or more hours in a work cycle shall receive 1 1/2 times straight hourly rate for time worked over one hundred seventy-one (171) hours in the work cycle.

4. An officer may request the substitution of straight time compensatory time off for straight hourly rate overtime or 1 1/2 times compensatory time off for 1 1/2 times hourly rate overtime. The final choice as to such substitution shall be that of the police administration. No officer shall accumulate more than eighty-five (85) compensatory time hours without notifying the police administration of the excess over eighty-five (85) hours and receiving specific permission. Once

an officer has requested compensatory time off, the officer may not change this request to a request for payment.

5. An officer who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at the greater of (a) the average regular rate received by the officer during the last three years of the officer's employment, or (b) the final regular rate received by the officer.

D. When an officer is called in to work overtime (i. e., the overtime is not an expansion of the officer's regular duty hours) then the officer is guaranteed two hours work. If the initial assignment does not require two hours, the officer shall be assigned other work by the police administration.

E. During contract negotiations and the hearing of grievances, the police administration will cooperate with the FOP in scheduling time off, including exchange of duty with other officers, for officers needed for negotiation or hearing.

F. Two (2) on-duty officers may attend an FOP union meeting once per month for a period of up to two (2) hours per meeting, without loss of pay or time off, up to an aggregate maximum of twenty (20) hours per year for all officers. Such attendance shall be permitted only on Monday through Saturday upon twenty-four (24) hours notice to the police administration. Meetings may be held in such space as may be made available by the police administration at police headquarters, but in all instances on-duty officers must remain within a one (1) mile radius of police headquarters, must monitor the police radio and

must respond to any emergencies. Further, the police administration may order all on-duty officers to duty if there is an emergency requiring additional manpower or if there is a manpower shortage. Exceptions to the rules of this paragraph may be permitted by the police administration upon explanation by a union officer of the reasons why an exception is justified.

VIII. Medical and Health Insurance

A. The Township shall continue to provide the following existing medical insurance or its reasonable equivalent:

1. Blue-Cross "500" Series.
2. Provident Mutual Major Medical Insurance, Policy number 20668LDXZ.
3. Insurance Company of North America Long-Term Disability Insurance, Policy number GL9772.
4. Blue Cross of New Jersey Dental Program, Policy number 00-82700.

B. The Township shall provide for the benefits of the Blue Cross of New Jersey Dental Program, Policy number 00-82700, or its reasonable equivalent, except that the benefits shall be extended to officers and their dependents. The Township's cost for dental coverage shall be limited to three hundred dollars (\$300.00) per officer per year. Any cost in excess of three hundred dollars (\$300.00) per officer per year shall be paid by payroll deduction.

C. The Township policy of providing health insurance to retired employees, applicable to other Township employees as

of the execution of this Agreement, shall apply to officers.

D. The completion of all claim forms for medical or dental coverage shall be the responsibility of the officer. The Township shall upon request provide claim forms endorsed by the designated Township representative with any information requested in the form which is known to the Township.

E. The Township agrees to comply with the law regarding requirements to offer HMO alternative health plans to the officers.

F. The Township may at its option at any time substitute for the Blue Cross "500" Series and the Provident Mutual Major Medical Insurance the New Jersey State Health Benefits Program, or its reasonable equivalent.

VIX. Sick and Disability Leave.

A. Sick Leave.

1. Each officer shall be permitted paid sick leave of one (1) working day per month of employment during the first year of employment and twelve (12) days annually thereafter. No officer may carry over more than sixty (60) days accumulated sick leave from one calendar year to the next.

2. Each officer who has accumulated more than sixty (60) sick days as of December 31, 1991, and as of any December 31 thereafter, shall be paid one-third (1/3) of the value of those unused sick days in excess of sixty (60). The "value" of unused sick days shall be based upon the officer's salary, including longevity, as of the same December 31. The first payment shall be made on or before January 31, 1992, with

any subsequent payments made on or before the following January 31, if budgetary or other governmental restrictions permit, but in any event payment shall be made on or before the following March 31, with the first payment made no later March 31, 1992.

B. Disability Leave. During such time as an officer may be entitled to long-term disability payments under the Insurance Company of North America Long-Term Disability policy, and after the officer has been disabled for eighty (80) consecutive work hours, the Township shall compensate the officer for the difference between the insurance company payment and the officer's regular straight-time earnings.

X. Pension Plan.

The Township is presently participating in the New Jersey Police and Fire Pension Plan, and will continue to do so. The Township shall make such contributions to the Plan for each officer as the Plan requires.

XI. Uniforms.

The Township shall issue a voucher to each police officer for the cost of replacement, repair, cleaning and maintenance of all uniforms and equipment which are required by the Township in the course of each officer's duty. Such voucher shall be issued up to the sum of eight-hundred and fifty dollars (\$850.00) in calendar year 1991, and nine-hundred and fifty dollars (\$950.00) in calendar year 1992. The cost of uniforms and equipment that are torn or damaged in the line of duty shall not be deducted from the uniform allowance, except uniforms and equipment which are damaged or destroyed due to the negligence

of the officer, which shall be repaired or replaced at the officer's expense. The Township shall also continue to supply collar brass, shields, name tags, department patches and weapons as budgeted at no cost or expense to the officer, and will seek contributions for acquisition of bullet-proof vests, the cost of which shall not be deducted from the uniform allowance.

"Uniforms" includes plain clothes for officers whose duties so require.

XII. Paid and Unpaid Leave.

A. Vacations. Each officer shall receive two and one-half (2 1/2) working days paid vacation time for each three (3) months of active Township service until the completion of one full calendar year of active Township service. Thereafter, each officer shall receive paid vacation time in accordance with the following schedule:

1. After completion of one (1) calendar year of active Township service: ten (10) working days per calendar year.

2. Upon completion of five (5) calendar years of active New Jersey municipal police service: fifteen (15) working days per calendar year.

3. Upon completion of ten (10) calendar years of active New Jersey municipal police service: fifteen (15) working days per calendar year.

4. One additional working day per calendar year for each calendar year of active New Jersey municipal police service after ten (10) years.

5. Vacation schedules shall be approved by the

police administration, which shall consider seniority in establishing schedules.

B. Holidays. Each officer shall annually receive fourteen (14) paid holidays. The particular days taken as holidays by each officer shall be as arranged by the officer and the police administration. Each officer shall work five (5) holidays. For holidays worked, officers shall be compensated at straight time, payment to be made in a single check on the first regular payroll date in December.

C. Vacation and Holidays Not Taken During Calendar Year. Vacation time and holidays which an officer is entitled to take off and which are denied to an officer by the police administration because of manpower needs shall be carried over and taken, manpower needs permitting, by March 31 of the following year. Up to five (5) days of vacation and holiday time may, with the approval of the police administration, be carried over and taken by March 31 of the following year. The police administration shall apply consistent standards in acting on requests to carry over vacation and holiday time. Other vacation and holiday time not taken within the calendar year shall be waived.

D. Personal Leave. Each officer shall receive a maximum of three (3) paid personal days per year upon approval of the police administration, which approval will not be unreasonably withheld. Personal days or half days, may be permitted to the extent necessary for doctor appointments, dental appointments, lawyer appointments or similar essential

personal business which cannot reasonably be scheduled except during the officer's duty time. Each officer is responsible for requesting personal leave as far in advance as the situation will reasonably permit. Personal leave may not be accumulated or carried forward.

E. Bereavement Leave. Leave with pay, not to exceed three (3) days, shall be granted to any officer in the event of a death in the immediate family. Such leave shall be in addition to vacation leave and sick leave. For purposes of death leave, the term "immediate family" shall include only the officer's spouse, child, parent, brother or sister or the officer's spouse's parent, brother or sister or child. It shall also include any person under the officer's care in the officer's household or who has resided with the officer for at least one (1) year. Leave for the day of the funeral, if a scheduled working day, shall be granted for the death of an officer's grandparent or grandchild.

F. Military Leave. Upon providing a copy of the officer's military orders in advance, an officer shall be granted temporary leave of absence for active duty Reserve training in the military service, not exceed fifteen (15) days in any fiscal year. During such leave, officers shall receive the difference between the regular salary and Governmental pay.

G. Jury Duty. Any officer serving on jury duty will receive regular earnings but is expected to report for work any time not on jury duty.

H. Unpaid Leaves of Absence. A leave of absence

without pay may be requested by an officer who shall submit all facts bearing on the request in writing to the police administration. The police administration will make recommendations in writing to the Township Committee which will consider the request.

XIII. Scheduling of Time Off. Each officer shall make a request for time off, including vacation time, holidays, compensation time or any combination thereof to the police administration not less than two weeks in advance if the time off requested is three, four or five working days and not less than four weeks in advance if the time off requested is in excess of five working days. Time off shall be scheduled by the police administration in accordance with the needs of the department.

XIV. Travel Expenses. The Township agrees to provide a Township vehicle whenever a police officer is required by the police administration to leave the Township on police business. If the officer incurs any expense for the travel (such as tolls or parking) the Township shall reimburse on a voucher basis with receipts.

XV. Continuing Education. Officers enrolled in educational courses may apply to the police administration for reimbursement for the costs of tuition and books. If the police administration determines that the courses are necessary or desirable and are related to the officers' work, a recommendation for reimbursement shall be made to the Township Committee, which shall make the final decision.

XVI. Errors and Omissions Insurance. The Township shall continue the insurance provided under Ideal Mutual Policy No. 1104 or its reasonable equivalent.

XVII. Grievance Procedure.

A. For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Township and any officer or group of officers with respect to the interpretation, application or violation of any provisions of this Agreement. Disciplinary action shall not be subject to the grievance procedure.

B. To provide for the expeditious and mutually satisfactory settlement of grievances, the following procedure shall be used:

Step 1. Any grievance must be presented in writing to the police administration within thirty (30) days of the occurrence of the event being grieved or, if the event is not immediately known, within thirty (30) days after the event is or should have been known. The police administration will provide a written response to the grievance within fifteen (15) days after presentation.

Step 2. If the grievant or the FOP appeals the decision of the police administration, the appeal shall be presented in writing to the Township Committee or its delegated representative within ten (10) days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee or its delegated representative may give the FOP the opportunity to be heard and

will give a decision in writing within thirty (30) days of receipt of the written appeal.

Step 3. a. If the grievant or the FOP wishes to further appeal, then within twenty (20) days the grievance may be referred to the Public Employment Relations Commission for the selection of an arbitrator pursuant to the rules of that Commission. The decision of the arbitrator shall be final and binding upon the parties.

b. No arbitration hearing shall be held within thirty (30) days after the decision rendered by the Township Committee or its delegated representative.

c. Officers shall have the right to process their own grievances without representation. Any resolution reached between an unrepresented grievant and the Township shall be consistent with the terms of this Agreement, and shall be promptly conveyed in writing to the FOP.

d. The cost of the arbitrator shall be borne equally by the Township and the party who takes the appeal, but each shall be responsible for such other costs as it may incur.

XVIII. Personnel Records.

A. No more than two (2) personnel files and one (1) medical insurance file for each officer will be maintained by the Township. If the location of these files is changed, the Police Administration will notify the FOP. These files will be kept in locked, insulated file cabinets and filed in two groups, "Active" (current employees) and "Inactive" (past employees).

B. The Township Committee, Township

Administrator and police administration shall have access to all personnel and medical insurance files. Any officer may, in the presence of the Administrator or police administration, examine his or her personnel or medical insurance file at reasonable times.

C. The police administration will update information for each officer. No material may be inserted in an officer's personnel file until the officer is given reasonable opportunity to review the material and to comment in writing. The officer's comments shall be included in the personnel file.

XIX. Resignation. Any officer who wishes to resign shall submit to the police administration written notice of resignation at least two weeks prior to the effective date of resignation unless a shorter period of time is agreed upon by the police administration. Any officer giving the required notice shall be paid for accrued unused vacation days. Any officer failing to give such notice shall forfeit accrued benefits.

XX. Officers' Rights During Investigations. When an officer is called to an "investigatory meeting" from which he can reasonably expect to receive discipline, the officer has the right to union representation if he so desires, the right to be notified in advance of the subject matter of the investigatory meeting and the opportunity to confer with a union representative before the interview. Any action taken by the police administration in contravention to these principles could constitute an unfair practice charge as it could be construed as

having a chilling effect on the union's statutory obligation of representation and/or the employee's right to receive such representation. This paragraph is intended to reflect, but not to expand upon, the principles of In re: NLRB v. Weingarten, Inc., 420 US 251 (1975), 88 LRRM 2689 (1975).

XXI. Meaning and Interpretation of this Agreement.

A. This Agreement shall be interpreted under the law of the State of New Jersey and the rules and regulations of the New Jersey Employer-Employee Relations Commission. Pursuant to NJS 34:13A-5.3, proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

B. Nothing contained in this Agreement shall alter the authority conferred by statute, administrative regulation, or, to the extent not inconsistent with this Agreement, by Township ordinance or resolution upon the Township or any Township official, or in any way abridge or reduce their authority.

C. Nothing contained in this Agreement shall be construed to deny or restrict the rights which any officer may have under any other applicable laws and regulations.

D. If any provision of this Agreement or the application of this Agreement to any employee or group of employees is held to be contrary to law, the validity and application of the remaining provisions or to the remaining employees shall not in any way be affected or impaired, and the FOP and the Township shall meet and negotiate a substitute for the invalidated provision.

XXII. Duration. The term of this Agreement shall be from January 1, 1991 through December 31, 1992. If a new agreement has not been executed by December 31, 1992, then this Agreement shall continue in full force and effect until a successor agreement is executed.

For the Township of Branchburg

ATTEST:

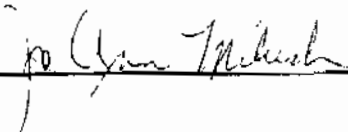
Sharon L. Brienza,
Township Clerk

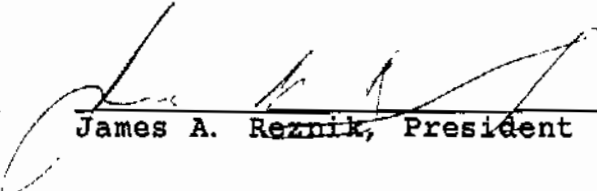


Thomas K. Lembrich, Mayor

For the Branchburg Fraternal
Order of Police Lodge No. 14

WITNESS:





James A. Reznik, President