

Contract SOA 1-1-18 through 1-31-21

AGREEMENT

BETWEEN

THE TOWN OF HAMMONTON

AND

TOWN OF HAMMONTON AND NEW JERSEY STATE FOP-

HAMMONTON SUPERIOR OFFICER'S ASSOCIATION  
FOP LODGE 9 AN AFFILIATE OF THE FOP-NEW JERSEY LABOR COUNCIL

EFFECTIVE DATES

JANUARY 01, 2018 THROUGH DECEMBER 31, 2021

PREAMBLE

This Agreement, made this 16<sup>th</sup> day of January 2019, between Hammonton Superior Officer's Association FOP Lodge 9 an affiliate of the FOP-New Jersey Labor Council, hereinafter referred to as the "S.O.A." and the Town of Hammonton, a municipal corporation organized under the laws of the State of New Jersey, hereinafter referred to as the "Town".

The parties hereto have by virtue of collective bargaining, developed an employment contract, which contract represents the complete and final understanding on all issues between the parties.

ARTICLE I RECOGNITION

The Town hereby recognizes the S.O.A., as the exclusive and sole representative for collective negotiations concerning the salaries, hours, and all other terms and conditions of employment for POLICE CAPTAIN and Lieutenants ONLY of the Hammonton Police Department.

Unless otherwise indicated, the terms "Police Officer," "Employee" or "Employees" when used in this contract, refer to all persons represented by the S.O.A. in the above defined negotiating unit.

The Town recognizes The Lodge as the sole and exclusive bargaining representative for Captain and Lieutenants of the Hammonton Police Department.

ARTICLE II RIGHTS

Nothing contained herein shall be construed to deny or restrict any Policeman or the Town any such rights to which they may be entitled under any other applicable law and/or regulation. The rights granted herein be deemed to be in addition to those provided elsewhere.

The Town hereby agrees that it shall not discriminate against any Police Officer with respect to hours, wages, or any terms or conditions of employment. If a member of this contract is under arrest or is likely to be; that is, if he is a suspect or target of a criminal investigation, he shall be immediately warned of all of his constitutional rights pursuant to the Constitution of the United States and of the State of New Jersey and be immediately permitted to consult with counsel of his own choosing prior to any questioning taking place. A representative from the S.O.A. shall also be present at the discretion of the member being investigated.

A Police Officer shall have the right to inspect his personnel file within a reasonable time after making a formal request for same, provided that the Chief of Police, or his designated representative, is present at the designated time.

It is further agreed that the Police Officer shall retain all Civil Rights under the New Jersey Statutes and Federal law, and be given the opportunity to pursue them.

The Town reserves and retains the right to the following:

1. To the management and administrative control of the Town Government and its properties and facilities and the activities of its employees.
2. To hire all employees and, subject to the provisions of law, to determine the qualifications and conditions for continued employment.
3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.

The exercise of the foregoing power, rights, authority, duties and responsibilities of the Town, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion, in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States. Nothing herein shall be construed to deny or restrict the Town of its power, rights, authority, duties and responsibilities under N.J.S.A. 40 and 40A, or any other national, state, county, or local laws or ordinances.

If any provision of this agreement or any application of this agreement to any member or group of members is held to be contrary to state law, then such provision and application shall be deemed invalid. All other provision and applications contained herein shall continue in full force and effect. In the event any provision, as aforesaid, is deemed to be invalid, then the parties hereto agree to meet forthwith for the purpose of negotiating a provision to take the place of said invalid provision or application.

#### ARTICLE III BULLETIN BOARD

The Town shall permit the S.O.A. to install and use a Bulletin Board in the Town Hall Building, for the posting of notices concerning the S.O.A. business and activities and concerning matters dealing with the welfare of employees.

The Police Department's Bulletin Board shall not be used by any other labor organization that represents employees in the same classification as those included in this bargaining unit while this agreement is in force and effect. The Town and the S.OA recognize that another labor organization represents additional employees in the police department, and they may be given the right to use the bulletin board. The S.OA may designate the area where their bulletin board will be located. The area is subject to approval by Mayor and Council.

#### ARTICLE IV COPIES OF AGREEMENT

The Town agrees that it will have sufficient copies printed at the Town's expense for distribution to the S.O.A. so that all employees covered by this contract shall receive a copy. The S.O.A. agrees to allow a sufficient time for the copies to be made. All copies shall be delivered to the S.O.A. president for distribution.

#### ARTICLE V STANDARD OPERATING PROCEDURES

Due to the nature of Police work, and to insure greater efficiency and uniformity, and to avoid misunderstandings, the Town agrees that Standard Operating Procedures shall be developed by the Chief of Police and adopted by Mayor and Council. The Town agrees to provide notification of the adoption by resolution of all Standard Operating Procedures, and further agrees to allow the S.O.A. input concerning the Standard Operating Procedures prior to adoption.

The Chief of Police may periodically change the Standard Operating Procedures but only upon submission to Mayor and Council for approval by resolution after notification to the S.O.A. The S.O.A. understands that nothing in this agreement shall restrict the Chief in handling emergency situations in a manner deemed appropriate by the Chief. If an emergency exists, and the Chief must alter the Standard Operating Procedure to handle the emergency. The Chief shall, within a reasonable time, notify the Chairman of the Town Council Law and Order Committee.

#### ARTICLE VI PERSONNEL FILE

The official personnel file shall be established and maintained for each Police Officer covered by this contract in the office of the Town Clerk/Business Administrator.

#### ARTICLE VII SCHEDULING

The S.O.A. recognizes that the scheduling of the shift and working hours is within the discretion of the Chief. The Town agrees that whenever there is a change of the shift(s) or working hours, or schedules, a change may be based upon the police officers' seniority and the seniority of the officers should always be one of the considerations. Seniority shall be determined by length of service to the Town of Hammonton as Police Officer. For the purposes of establishing seniority, rank shall be considered first, and the numbers of years served shall be considered second.

Nothing in this article shall prevent the Shift Supervisor from detailing the Police Officers on a shift/s to the activity that the Supervisor feels that particular Police Officer is better qualified than other Police Officers, regardless of seniority.

Anytime an officer's schedule is changed within 48 hours after a new schedule has been posted, the officer shall receive four (4) hours compensation at straight time.

#### ARTICLE VIII COMMENCEMENT OF SHIFT

The Town agrees that a Police Officer, upon commencement of his shift, shall be required to sign in and out on the Police Department's Payroll sheet. The officer shall also punch in and out on the time clock.

#### ARTICLE IX HOLIDAYS

The present schedule for holidays shall continue for the term of this contract.

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Members of the S.O.A. agree to be paid for 10 holidays at one (1) times their hourly rate within their annual salary. The remainder will be credited to "holiday time off balance" and must be taken within the year earned. The "holiday lime off balance" is also subject to accrual and will be pro-rated.

The following are the fifteen (15) holidays recognized in this agreement:

- |                           |                                |
|---------------------------|--------------------------------|
| 1. New Year's Day         | 9. Columbus Day                |
| 2. Martin Luther King Day | 10. General Election Day       |
| 3. President's Day        | 11. Veteran's Day              |
| 4. Good Friday            | 12. Thanksgiving Day           |
| 5. Easter Monday          | 13. Day after Thanksgiving Day |
| 6. Memorial Day           | 14. Christmas Day              |
| 7. Independence Day       | 15. Birthday                   |
| 8. Labor Day              |                                |

In addition to the above, all employees covered under this contract shall receive equal time off whenever other Town employees are granted time off in observance of any federal, state, or local holiday, or by proclamation of Mayor and Council, excepting particular emergency situations which may arise.

ARTICLES X VACATIONS

Unless superseded by NJ CSC rules and regulations the following shall be followed:

Vacations shall be based upon the completion years of service if completed within the calendar year. All vacations are to be taken during the calendar year earned, when possible. Officers shall not be permitted to carry at any one time, more vacation days than listed in ordinance #22-1994.

The following is the allotted number of vacation days which shall be credited on January 1 of each year:

First through the Fifth Year	100 hours
Beginning the Sixth year through the Fifteenth year	140 hours
Beginning the Sixteenth year through the Twenty-fourth year	160 hours
Beginning the Twenty-fifth year	200 hours

All Police Officers shall be entitled to take their vacation entitlements in increments of days, weeks and hours, if scheduling permits. Vacations shall be granted according to rank first, seniority following with the approval of the Chief of Police. Accrued vacation time will be pro-rated on a monthly basis should the employee leave employment with the Town and a buyout of accrued vacation time is due.

An employee may carry over any unused vacation leave for a period of one (1) year. Any vacation lime carried over must be utilized in the following year or will be lost.

ARTICLE XI LEAVES OF ABSENCE AND SICK LEAVE

Unless superseded by NJ CSC rules and regulations the following shall be followed:

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Sick Leave shall be compensated on the same basis as presently provided by existing law and shall be accumulated and compensated in the same manner as all other employees of the Town.

The Town agrees that no Police Officer shall be required to submit a Doctor's Certificate to the Town Clerk, through the Chief of Police, for any illness, unless the period of illness is five (5) consecutive days or a total of ten (10) accumulated days throughout the calendar year.

Leaves of absence may be granted by the Town for emergency situations by Mayor and Town Council.

#### ARTICLE XII PERSONAL LEAVE

All members of this contract shall be granted personal leave, without deductions from pay, benefits, or time owned, for the following reasons:

1. Death in the immediate family, from the date of death to, and including, the day of the funeral, with a maximum of five (5) days being granted. In the event of travel, the number of days shall be determined by the Chief of Police with approval of the Chairperson of the Town Council Law and Order Committee.
2. Serious illness in the immediate family, no more than three (3) working days. Serious illness shall be determined by the Chief of Police, and Town Council Law and Order Committee.
3. Each Police Officer shall be entitled to three (3) working days personal time without giving the reason therefore, over and above the days set forth in paragraph 1 or 2 above.
4. Immediate family, for all purposes of this contract, shall be defined as the parent, grandparent, great grandparent, spouse, civil union partner, spousal grandparent child, brother, sister, father-in-law, mother-in-law, sister n-law, brother-in-law, step-mother, step-father, step-child, and all live-in members of the household, and any relative consistent with New Jersey Law pertaining to civil unions.
5. Any time granted to a Police Officer under this Article, shall not be deducted from any other time or benefits owed to the Police Officer.

#### ARTICLE XIII PATERNITY/ MATERNITY LEAVE

Employees shall be eligible for a paternity/ maternity leave with pay and benefits pursuant to State and federal Laws.

#### ARTICLE XIV MILITARY LEAVE

Military Leave without pay shall be granted to any member of this contract entering extended active military service in the armed forces. In addition, leave of absence for active field training in a military reserve unit shall be granted during the period of such training, without pay.

#### ARTICLE XV UNUSED SICK LEAVE

Unless superseded by NJ CSC rules and regulations the following shall be followed:

All payment for sick days that have been accumulated by an employee, shall be pro-rated and paid for in accordance with the Town ordinance concerning accumulated sick time, which provides for a maximum payment of \$12,000.00.

**Sick Vacation Time Buy-out.** - Any payments for unused sick and vacation time for a member who elects to submit his retirement by August 3, 2018 as provided in Article XXXVI, G below, shall be paid as follows: one-half shall be paid by the end of September 2018 and the remaining unpaid balance shall be paid by the end of January 2019. The Town shall have the option of paying more than half in September 2018 with any remaining balance paid in January 2019.

#### ARTICLE XVI PENSION RIGHTS UPON RETIREMENT

Members shall retain all pension rights under New Jersey Law and ordinances of the Town.

#### ARTICLE XVII OUTSIDE EMPLOYMENT

Police Officers shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.

It is understood that the Police Officers will consider their positions with the Town as their primary job. Any outside employment must not interfere with the Police officer's efficiency in his/her position with the Town and must not constitute any conflict of interest.

No Police Officer planning to, or engaging in, outside employment during the off-duty hours shall be permitted to wear the regulation Police Department uniform, unless authorized by the Chief of Police and approved by Mayor and Council.

All Police Officers shall notify the Chief of Police, in writing, prior to engaging in any outside employment. Said notification shall include the name, address, and telephone number of the outside employer, type of work to be performed, and the employee's general work schedule for the outside employer.

#### ARTICLE XVIII CONTRACT EMPLOYMENT

The Town and the S.O.A. recognize the need for Police coverage for certain events, such as concerts, construction sites, retail establishments, etc.

The Town shall attempt, if possible, to schedule officers for such events at least one (1) week prior to the need for Police coverage.

No contract employment shall take place until all provisions, i.e. written contract, insurance certificate, etc., are complied with.

#### ARTICLE XIX RETENTION OF CIVIL RIGHTS

All Police Officers shall retain all of the civil rights under both New Jersey State law and Federal Law.

#### ARTICLE XX GRIEVANCE PROCEDURE

The purpose of the grievance procedure shall be to settle all grievances between the Town and the S.O.A. and its members as quickly as possible, so as to assure efficiency and promote member's morale. A grievance is defined as any disagreement between the Town and the members of the S.O.A. involving the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them. All grievances shall be processed as follows:

- (a) They shall be discussed with the member involved and the S.O.A. representatives, with the Chief of the Department, or any representative designated by him. An answer shall be made to the S.O.A. within five (5) calendar days by the Chief or his designated representative.
- (b) If the grievance is not settled through step (a), the same shall be reduced to writing by the S.O.A. and submitted to the Mayor and Council or any person designated by council, and the answer to such grievance shall be made in writing, a copy to the S.O.A., within five (5) days after the next regular meeting of Mayor and Council after submission of the grievance to them.
- (c) If the grievance is not settled through steps (a) and (b), the S.O.A. shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The arbitrators shall have full power to hear the dispute and make a final determination which shall be binding on all parties. The cost of the arbitration shall be borne equally by the Town and the S.O.A.
- (d) Notwithstanding the foregoing, should any grievance result from a disciplinary action against an officer, N.J.S.A. 40A:14-147 shall be fully complied with by the Town.

#### ARTICLE XXI COST OF ARBITRATION

Where grievance proceedings are scheduled by the parties during working hours, persons proper to be present shall suffer no loss in pay or benefits.

#### ARTICLE XXII LEGAL REPRESENTATION

The Town will provide counsel, at its expense, for the defense of all Police Officers in criminal actions brought against them arising out of, and directly related to the lawful exercise of police powers in furtherance of their official duties.

Further, it is agreed that any Police Officer charged with a criminal offense, including disorderly persons offense, may retain counsel of his/her choice for the purpose of such representation. The Town shall not disapprove counsel for the Police Officer for any reason other than legal conflict of interest.



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As soon as practical, counsel shall provide the Town or its designee, with a detailed statement of anticipated services, the hourly billing rate to be applied, the total anticipated expenditure of time for the case, and the anticipated total charge. This statement shall be submitted, in writing, and shall be signed by the attorney.

Payment for services rendered will be made at the conclusion of the litigation, upon submission of a copy of the judgment of the Court and an itemized bill, broken down in the segments not greater than quarter-hour, for all services rendered. The Town reserves the right to decline payment for any services which are not sufficiently documented or deemed to be unreasonable in relation to the filed statement of anticipated services.

In the event a dispute should arise, concerning the appropriate hourly rate or fee in a particular case, either party may submit the dispute to the appropriate Bar Association Fee Arbitration Committee whose decision shall be final and binding. The Town reserves the right to set the hourly rate and maximum fee to be paid.

#### ARTICLE XXIII CIVIL REPRESENTATION

The Town will defend and indemnify all Police Officers of the Lodge for all civil claims arising from their employment, including professional liability claims. Members of the S.O.A. agree to cooperate in the defense of any such claim:

It is expressly understood that the Town will only defend and indemnify those claims that arise out of the employment of an officer. The Town reserves the right to reserve payment until the litigation is concluded, or, in the alternative, have the employee reimburse the Town if it is determined that the conduct complained of is outside the scope of employment.

#### ARTICLE XXIV COURT ATTIRE

All Police officers shall be required to wear a full uniform for Hammonton Municipal Court appearances scheduled for a time and date when they are on duty, and for all other court appearances, whether scheduled when they are on or off duty. All Police Officers shall be required to wear their full uniform or presentable attire (presentable suit, sport jacket, and tie) for Hammonton Municipal Court appearances which are scheduled for a time and date when said Police Officer is not on duty.

#### ARTICLE XXV SALARY SCHEDULE

The following will be the salary range for S.O.A. members for this contract:

1.

<u>Year</u>	<u>Salary Increase</u>
2018	2.43%
2019	2.25%
2020	2.25%
2021	2.75%

Salaries exclude any adjustment for K-9 officer, Detective or longevity pay.

#### **ARTICLE XXVI LONGEVITY**

All employees shall be entitled to a longevity increment of \$100.00 per year. All longevity pay shall be in addition to the salaries stated in salary schedules and shall be included in the determination of an employee's total hourly, weekly, and yearly base salary, and such shall also be included for pension purposes and for the calculation of overtime. No longevity will be paid for the first year or portion thereof service. In all respective years longevity will be paid for the first year and any portion thereof calculated from the January of the year hired.

#### **ARTICLE XXVII PAYCHECKS**

All employees covered under this contract will be paid in full bi-weekly. Paychecks will be issued the Thursday afternoon following the end of each payroll period, unless the payroll department cannot meet the Thursday afternoon deadline at which time the checks will be issued Friday morning of paycheck date. In the event that the paycheck date falls on a holiday, the paychecks will be issued the day preceding the holiday.

#### **ARTICLE XXVIII OVERTIME AND COMPENSATORY TIME**

##### Overtime

The Town recognizes that there may be a need to pay overtime to police officers. The Chief, as the situation arises, is authorized to require members of the S.O.A. to work overtime. The Chief shall give due consideration to the following factors when requiring an officer to work overtime:

- (A) Seniority
- (B) Needs of the Department
- (C) Qualifications of the officer
- (D) Amount of overtime previously given to officer

When a member is required to work beyond his designated daily work hours, he will be entitled to receive additional pay at a rate designated below:

- A) Normal overtime which is time spent at work during any scheduled work in excess of the designated work hours shall be compensated at the rate of one and one half (1-1/2) times the appropriate hourly rate.
- B) Vacation overtime which is the time an officer is required to work on his/her vacation days shall be compensated the rate of two (2) times the appropriate hourly rate.
- C) Anytime an officer is called on duty for overtime he/she shall receive a minimum of two (2) hours pay at one time the rate of overtime for that officer.

However, the total overtime allotment for SOA for each year of this contract shall not exceed \$2,500.00.

### Compensatory Time

Consistent with the provisions of the Federal Fair Labor Standards Act, an employee has the option of utilizing compensatory time in lieu of receiving overtime pay. Such compensatory time shall be provided at the same rate as overtime pay i.e., time and one-half, however shall not exceed a total per officer of (70) hours at any one time. The employee shall be paid overtime for any hours in excess of (70) hours. The Captain and Lieutenants are to be paid compensatory time only, for all overtime at the discretion of the Police Chief.

Compensatory time that an officer earns can be taken any time so long as it does not leave the Police Department understaffed. The Chief of Police or his designated representative shall determine if a request for use of compensatory time shall be granted. All accumulated compensatory time shall be recorded and accumulated on an hourly basis. Such time may be taken in up to eight (8) hour day or full day allocations.

SOA members will be permitted to carry over from one year to the next up to seventy (70) hours of compensatory hours.

### ARTICLE XXIX PAYMENT FOR SPECIAL DETAILS

1. The Town and the SOA recognize the need for Police coverage for certain events, such as concerts, construction sites, retail establishments. etc.
2. The Town shall attempt, if possible, to schedule officers for such events at least one (1) week prior to the need for Police coverage.
3. No contract employment shall take place until all provisions, i.e. written contract, insurance certificate, etc., are complied with.
4. Any special detail, including but not limited to traffic, security, athletic and community events, but not including events for which the Township is not reimbursed, will be paid at \$65.00 per hour if the assignment is voluntary. The detail rate for Hammonton public and private school events and for Town special detail events shall be \$55.00 per hour. The Captain and Lieutenants shall not have the opportunity for special details under this provision until the members of the PBA rank and file and Sergeants bargaining units have the right to notice of and first refusal of all such special detail in compliance with the Arbitration Award issued on April 20, 2010 (AR-2010-110).
5. Any officer working a special detail shall be guaranteed a minimum of three (3) hours pay even if the event is less than three (3) hours. Anything above three (3) hours shall be pro-rated to the next half-hour. Such payment shall be made no later than three (3) weeks following the date of the event.
6. An officer shall be entitled to three (3) hours pay if he is not notified of a cancellation at least eight (8) hours prior to the start time. Such payment shall be made no later than three (3) weeks following the date of the cancelled event.

#### ARTICLE XXX CLOTHING & EQUIPMENT ALLOWANCE

For historical purposes, effective 1/1/11 SOA members no longer received a clothing allowance but instead received a one time salary increase of \$800.00 to their base salary as reflected in Article XXV.

All clothing shall be purchased from one vendor to be selected by the Police Chief and approved by the Mayor and Council. An officer may carry the sum not spent in any year, over as a credit that can be spent in the second or third or fourth year of the contract. The police officer shall not receive any sums left in his clothing or equipment allowance account at the expiration of this contract.

Should any clothing or personal effects be damaged in the line of duty, they shall be repaired or replaced at the Town's expense.

If Mayor and Council should decide to change the uniform at any time during this contract the Town of Hammonton agrees to purchase the new uniform.

#### ARTICLE XXXI CLOTHING MAINTENANCE

SOA members are required to maintain and wear the proper uniform as required by the Chief of Police or his designee.

#### ARTICLE XXXII COURT TIME

A member of this contract that is required to appear in court while off-duty in the Municipal Court of the Town of Hammonton, shall be paid the sum of Seventy-Five Dollars (\$75.00) for said appearance.

A member of this contract that is required to appear in any other criminal court or agency other than the Town of Hammonton Municipal Court while off duty shall receive one Hundred Dollars (\$100.00) for said appearance unless the appearance is over four (4) hours. Should said member be required to remain beyond four (4) hours, said member shall receive a total of One Hundred Twenty-Five Dollars (\$125.00) in payment.

A member of this contract working his/her normal hours shall receive his/her normal pay if he/she is required to appear in court.

Court time payments shall be made no later than (3) weeks from the date the court time requests for payment are submitted to the Police Officer's command.

No overtime shall be allowed for time spent in the Hammonton Municipal Court or any other court.

#### ARTICLE XXXIII TRAVEL EXPENSE

In connection with their official duties, all Police Officers shall be reimbursed at the maximum allowed rate per mile by the IRS for all approved travel expense while using a personal vehicle and shall be reimbursed for travel from the police officer's home to his/her destination in connection with his/her official duties.

ARTICLE XXXIV ANNUAL MEDICAL

Each police officer shall be required to complete a medical examination once each year. This examination shall consist of basic blood work, chest x-ray, EKG, eyes, ears, nose, throat, prostate, and any other test recommended by the examining physician. The exam shall be done by the Town physician, and at the Town's expense. A copy of the results of the exam shall be provided to the police officer and become part of his/her personnel file in the Town Clerk's office.

ARTICLE XXXV RETENTION OF FIREARMS

The Town agrees that any officer who resigns in good standing after 25 or more years of service shall retain his sidearm.

ARTICLE XXXVI HEALTH BENEFITS

Section 1

- A. At the earliest date permitted by the New Jersey State Health Benefits Program, the Town shall provide, as the base plan, the State Health Benefits Program, New Jersey Horizon Direct 20/35 or Aetna Freedom 20/35 Plan. In the event the employee chooses a plan with a higher premium, the employee shall pay the difference in the premium between the NJ Direct 20/35 or Freedom 20/35 Plan and the plan selected. No reimbursements or compensation will be paid in the event an employee chooses a plan with a lower premium than the NJ Direct 20/35 or Freedom 20/35 Plan.

All employees shall pay a cost contribution for Health Insurance Plan coverages in accordance with Tier Four of P.L. 2011, Chapter 78, Pension and Health Benefit Reform Law, adopted June 28, 2011. Payment shall be made by way of withholdings from each employee's payroll checks.

- B. In addition, the following terms shall apply to health insurance and prescription coverage provided under this Agreement:

- a.) Employees Who Were Employed by the Town as Police Officers on or before January 1, 2018. The Town will reimburse employees who were employed by the Town as a police officer on or before January 1, 2018, the difference between the total out-of-pocket medical expenses not covered by insurance under the Direct 15 Plan and the total amount of out-of-pocket medical expenses not covered under the 20/35 Plan, subject to the following:
- i) The reimbursement to the employees shall be reduced by the amount of Chapter 78 savings to the employee under the 20/35 Plan as opposed to the amount the employee would pay toward premiums under the Direct 15 Plan. For example, if an employee's Chapter 78 contribution is \$1,000.00 under the 20/35 Plan but was \$2,000.00 under the Direct 15 Plan, the amount of the reimbursement will be reduced by \$1,000.00.

Reimbursements shall begin once the Chapter 78 savings for the year have been applied.

- ii) Members will be permitted to submit reimbursement requests on the 15th day of each month, with reimbursement to be made no later than the 25th day of each month.
  - iii) When making a reimbursement request, the member shall submit copies of medical bills for which reimbursement is being sought to the Health Reimbursement Administrator selected by the Town.
  - iv) If the State eliminates the Direct 15 Plan, the reimbursement amounts will be based on the next available Plan in which the member is enrolled that is closest to the Direct 15 Plan, other than the Direct 10 Plan.
  - v). Upon retirement, members shall be permitted to enroll in the Direct 15 Plan, or the next closest Plan other than the Direct 10 Plan if the Direct 15 Plan is no longer available.
  - vi) Upon retirement, members will no longer be entitled to reimbursement since the member is permitted to enroll in any plan of their choice.
- b.) Employees Who Were Hired by the Town as Police Officers on or after January 1, 2018. Employees who were hired by the Town as police officers after January 1, 2018, will:
- i) be enrolled in the New Jersey Horizon Direct 20/35 or Aetna Freedom 20/35 Plan and will not be entitled to reimbursement for medical expenses.
  - ii) will only be entitled to retiree health insurance benefits for a period of three (3) years after retirement, provided they meet the minimum requirements for retiree health benefits as provided by law and in this contract. The employees must remain enrolled in the New Jersey Horizon Direct 20/35 or Aetna Freedom 20/35 Plan at retirement, or in the closest available plan if the 20/35 Plan is not available in retirement.

Eff Jan 1, 2014 per State Law, employees shall contribute the greater of amount mandated by Chapter 78, PL 2011 or 1.5% of their salaries toward health benefits.

Employees who were hired by the Town after 1/1/2014 will be entitled to single coverage only and shall be required to contribute 100% of the cost for additional individuals insured on his/her plan.

### C. Dental and Eye Plan

The Town shall provide dental and eye glass coverage at the Town's expense with coverage equal to that which is presently provided, or is equivalent; as may be available.

D. Health Insurance Opt-Out

Health Insurance Opt-Out will be subject to NJ State Laws effective May 21, 2010 and Local Laws which adhere to any state minimums and maximums and are adopted by the Governing Body.

E. Life Insurance

\$10,000.00 Life Insurance Policy for employee only.

F. Disability

New Jersey State Disability Plan for the employee only.

G. Retirement

Employees retiring from the Town employment with twenty-five (25) years pensionable service and twenty-five (25) full-time years of service with the Town shall receive all the benefits described in Section 1 above with the exception of the \$10,000.00 life Insurance Policy and participation in the New Jersey State Disability Plan. Prescription coverage shall also be provided however limited to the levels of coverage provided by the NJSHBP or its equivalent, which may differ from levels of coverage provided to active employees. These coverages shall only apply for the life of the retiree.

In addition, any member of the bargaining unit who submits an irrevocable letter of retirement on or before August 3, 2018, with an effective date of retirement of September 1, 2018, shall be permitted to pay 1.5% of retirement allotment toward health insurance premiums during retirement provided the employee enrolls in the NJ Direct 15 Plan. The letter shall be submitted no later than August 3, 2018 so that it can be included on the Hammonton Town Council meeting agenda on August 6, 2018. Any member who does not submit an irrevocable letter of retirement by August 3, 2018, as provided herein, shall pay a cost contribution in retirement for Health Insurance Plan coverages in accordance with Tier Four of P.L. 2011, Chapter 78, Pension and Health Benefit Reform Law, adopted June 28, 2011, except for the current Captain, who is statutorily exempt from health insurance contributions at retirement.

Section 2

If the Town employs a husband and wife, and only one employee has hospitalization then in the event of the covered employees death, divorce, legal separation or termination that spouse without coverage may choose his/her hospital plan, to become effective immediately.

Section 3

The Town shall provide legal advise and counsel to each employee, whenever said employee is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties. The Town shall provide said employee with necessary means for the defense of such action or proceeding, but not for his/her defense in a disciplinary proceeding instituted against him/her by the municipality or in a criminal proceeding instituted as the result of a complaint on behalf of the municipality. If any such

disciplinary or criminal proceeding instituted by or on complaint of the Town shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the expense of his/her defense.

If any employee is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation as the result of the performance of his/her duties, he/she shall be immediately warned of all of his/her Constitutional rights pursuant to the Constitution of the United States and the State of New Jersey, and he/she shall be immediately permitted to consult with counsel of his/her own choosing prior to any questioning taking place. Reimbursement of reasonable counsel costs, if any, will be in accordance with the New Jersey Statutes and applicable case law.

#### ARTICLE XXXVII DRUG TESTING

The Town of Hammonton shall, as a condition of employment, require that all new applicants, who have been offered a conditional offer of employment, submit to a drug screening test before final approval for hiring. This testing shall be at the expense of the Town of Hammonton. The Town of Hammonton may as a condition of continued employment require any type of random drug screening test. This testing shall also be at the expense of the Town of Hammonton.

#### ARTICLE XXXVIII MISCELLANEOUS

At the request of the President of the S.O.A., there shall be meetings between himself, the Town Clerk, the Chief of Police, the Mayor, and the Head of Law and Order Committee.

Effective the date of the signing of this contract, there is herewith created, an Employee Relations Committee, composed of the Mayor, the Chief of Police, the President of the S.O.A., and the elected Council Chairperson in charge of Law and Order.

The purpose of this Committee shall be to discuss problems and concerns arising out of the activities of the Police Department.

The Committee shall meet periodically at times and places mutually convenient to its members. All members of the Committee shall serve and be selected by the Mayor during the duration of this contract.

#### ARTICLE XXXIX RESERVED

#### ARTICLE XXXX RESERVED

#### ARTICLE OF XLI COLLEGE INCENTIVE

The Town is committed to the continuing education and professional development of its Police Officers. The Town recognizes, accepts, and agrees with the concept of continuing education and professional development of employees where it directly relates to the Police Officer's job.

The Town shall pay up front for the cost of tuition, books and supplies, for causes of continuing education provided the following: work status improvement, lead to a degree or certificate used in the work place, a general course of study providing educational credits in work related courses of studies. Upon completion of the course with a passing grade of no less than a "C", and upon submission of other



approved receipts of other approved costs, reimbursement will be complete. All courses shall be first approved by the Mayor and Council. If for any reason this paid course is dropped by the employee or the employee fails to pass the course, full restitution by the employee to the Town of Hammonton must be made. In no instance will more than \$750.00 per police officer per year be reimbursed.

These courses shall be taken, whenever possible, so as not to conflict with regular working schedules. Every effort shall be made by the Chief of Police to make any necessary schedule changes so that said courses can be taken.

A Police Officer shall not have any days deducted for any time spent in taking prior approved courses for the course of their work. The Town shall pay for licenses, if those licenses are required for the Police officer's employment.

Any Police Officer completing a course for a degree, which degree enhances the Police Officer's capacity to perform services for the Town, shall be compensated as follows:

Associates Degree	\$500.00
Bachelor's Degree	\$1,000.00

#### ARTICLE XLII SAVINGS CLAUSE

In the event that any Federal or State Legislation, governmental regulation, or court decision causes invalidation of any Article or Section of this contract, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall negotiate concerning any such invalidated provisions.

#### ARTICLE XLIII DURATION OF AGREEMENT

This agreement shall be in full force and effect from January 1, 2018 until midnight December 31, 2021.

The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than one hundred twenty (120) days prior to the date on which this collective bargaining Agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC). The terms of this Agreement and an practices shall remain in full force and effect until said successor agreement is reached.

[SIGNATURES ON NEXT PAGE]

Contract SOA 1-1-1<sup>8</sup> through 12-31-1<sup>9</sup>

*(Handwritten initials and stamps)*

IN WITNESS WHEREOF, the undersigned have affixed their signatures on this 16<sup>th</sup> day of January, 201~~8~~<sup>9</sup>

FOR THE TOWN OF HAMMONTON:

ATTESTED:

*(Signature of Stephen Didonato)*  
STEPHEN DIDONATO, Mayor

*(Signature of Audrey Boyer)*  
AUDREY BOYER, Town Clerk  
*Deputy*

HAMMONTON SUPERIOR OFFICER'S ASSOCIATION  
FOP LODGE 9 AN AFFILIATE OF THE FOP-  
NEW JERSEY LABOR COUNCIL

*(Signature of Lt. Kevin Friel)*

Lt. Kevin Friel

*(Signature of Executive Director)*  
*Executive Director*  
*FOP-NJ Labor Council*