

TOWNSHIP OF CARNEYS POINT

- and -

CARNEYS POINT TOWNSHIP POLICE OFFICERS ASSOCIATION
an Affiliate of Old Oak Lodge #6
Fraternal Order of Police

Contract

2012, 2013, 2014 and 2015.

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INDEX

<u>Article No.</u>	<u>Title</u>	<u>Page</u>
I	Recognition	2
II	Equal Treatment	2
III	Just Cause	2
IV	Maintenance of Benefits	2
V	Salary Guide for 2012	3
VI	Salary Guide for 2013	3
VII	Salary Guide for 2014	4
VIII	Salary Guide for 2015	4
IX	Corporal Stipend	5
X	Longevity Bonus	5
XI	Overtime	6
XII	Call in - Employees Assigned to Investigative Duty	6
XIII	Call in - Employees Not Assigned to Investigative Duty	6
XIV	On Call - Investigator's Compensation	7
XV	Clothing Allowance	7
XVI	Breathalyzer Operations	7
XVII	Traveling Expenses	7
XVIII	Meal Allowance	8
XIX	Business Leave	8
XX	Vacations	8
XXI	Medical Insurance	9
XXII	Prescription Plan	10
XXIII	Life Insurance	10
XXIV	Dental Plan	10
XXV	Eye and Ear Examination	11
XXVI	Disability Wages	11
XXVII	Union Dues	11
XXVIII	Higher - Ranking Capacity	12
XXIX	Education Benefits	12
XXX	Holidays	13
XXXI	Physical Examination	13
XXXII	Funeral Leave	13
XXXIII	Police Lodge Activities	14
XXXIV	Suspension	14
XXXV	Grievance Procedures	14
XXXVI	Alcohol and Controlled Substance Testing	15
XXXVII	Twelve-Hours Shifts	16
XXXVIII	Terms and Conditions	16
XXXIX	Severability	16
XXXX	Duration and Negotiation	17

AGREEMENT

This Agreement is entered into by and between the Township of Carneys Point, hereinafter referred to as "Employer," and the Carneys Point Township Police Officers Association, an affiliate of New Jersey F.O.P. Labor Council, hereinafter referred to as "Union."

ARTICLE I

Recognition

The Township hereby recognizes the F.O.P. Lodge #6 (NJFOP Labor Council) as the exclusive representative for collective negotiations with respect to terms and conditions of employment for all patrolmen, corporals, sergeants and detectives.

ARTICLE II

Equal Treatment

The Employer agrees to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the workplace.

The Employer and the Union agree not to interfere with the right of Employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employees because of Union membership or non-membership.

ARTICLE III

Just Cause

No employee shall be disciplined, demoted, reprimanded or discharged without just cause.

ARTICLE IV

Maintenance of Benefits

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE V

Salary Guide for 2012

Any person employed under this agreement shall be paid in accordance with the following salary guide during calendar year 2012:

Probationary Officer

Up to 6 months	\$43,777.00
6 months to non-probationary status	\$47,069.00

Patrolman on Shift Work

1 year to 2 years	\$50,313.00	5+ years to 6 years	\$68,645.00
2+ years to 3 years	\$54,885.00	6+ years to 7 years	\$73,207.00
3+ years to 4 years	\$59,467.00	7+ years to 8 years	\$77,788.00
4+ years to 5 years	\$64,046.00	8+ years	\$83,604.00

Sergeant \$87,492.00

Notwithstanding the aforesaid salary guide, any person first employed as a police officer in Carneys Point Township prior to January 1, 1997 shall be paid an annual salary at Step 8+ years.

The salaries described in this Article shall be paid retroactively to January 1, 2012.

ARTICLE VI

Salary Guide for 2013

Any person employed under this agreement shall be paid in accordance with the following salary guide during calendar year 2013:

Probationary Officer

Up to 6 months	\$44,215.00
6 month to non-probationary status	\$47,540.00

2013 cont

Patrolman on Shift Work

1 year to 2 years	\$50,816.00	5+ years to 6 years	\$69,331.00
2+ years to 3 years	\$55,434.00	6+ years to 7 years	\$73,939.00
3+ years to 4 years	\$60,062.00	7+ years to 8 years	\$78,566.00
4+ years to 5 years	\$64,686.00	8+ years	\$84,440.00

Sergeant \$88,367.00

Notwithstanding the aforesaid salary guide, any person first employed as a police officer in Carneys Point Township prior to January 1, 1997 shall be paid an annual salary at Step 8+ years.

ARTICLE VII

Salary Guide for 2014

Any person employed under this agreement shall be paid in accordance with the following salary guide during calendar year 2014:

Probationary Officer

Up to 6 months	\$44,657.00
6 month to non-probationary status	\$48,015.00

Patrolman on Shift Work

1 year to 2 years	\$51,324.00	5+ years to 6 years	\$70,024.00
2+ years to 3 years	\$55,988.00	6+ years to 7 years	\$74,678.00
3+ years to 4 years	\$60,663.00	7+ years to 8 years	\$79,352.00
4+ years to 5 years	\$65,333.00	8+ years	\$85,284.00

Sergeant \$89,251.00

Notwithstanding the aforesaid salary guide, any person first employed as a police officer in Carneys Point Township prior to January 1, 1997 shall be paid an annual salary at Step 8+ years.

ARTICLE VIII

Salary Guide for 2015

Any person employed under this agreement shall be paid in accordance with the following salary guide during calendar year 2015:

Probationary Officer

Up to 6 months	\$45,104.00
6 month to non-probationary status	\$48,495.00

Patrolman on Shift Work

1 year to 2 years	\$51,837.00	5+ years to 6 years	\$70,724.00
2+ years to 3 years	\$56,548.00	6+ years to 7 years	\$75,425.00
3+ years to 4 years	\$61,270.00	7+ years to 8 years	\$80,146.00
4+ years to 5 years	\$65,986.00	8+ years	\$86,137.00

Sergeant \$90,144.00

Notwithstanding the aforesaid salary guide, any person first employed as a police officer in Carneys Point Township prior to January 1, 1997 shall be paid an annual salary at Step 8+ years.

ARTICLE IX

Corporal Stipend

Effective January 1, 2000, an employee who is appointed to the rank of corporal shall receive an annual stipend in the amount of \$1,000.00, which amount shall be paid in addition to the salary set forth in the previous Articles of this contract. During the absence of the shift sergeant, the corporal shall act as sergeant. During the time that a corporal acts as sergeant, the corporal shall receive no additional pay while acting as sergeant. The corporal stipend shall be paid in equal installments throughout the year as part of the employee's regular compensation.

ARTICLE X

Longevity Bonus

The salary to which each employee is entitled pursuant to the previous Articles of this agreement shall be increased by a longevity bonus in order to encourage and reward continuous service. The longevity bonus shall be in an amount equal to two percent (2%) of the employee's base salary for every five (5) years of service, with a maximum longevity bonus not to exceed ten percent (10%) of such base salary regardless of years of service.

ARTICLE XI

Overtime

Any employee, except for an employee assigned to the investigations section, who is required to work in excess of twelve (12) hours in any tour of duty shall be entitled to overtime pay at the rate of one and one-half (1½) times the employee's regular pay.

Any employee assigned to the investigations section who is required to work in excess of eight (8) hours in any tour of duty or in excess of a forty (40) hour work week shall be entitled to overtime pay at the rate of one and one-half (1½) times the particular employee's regular pay.

Employees shall also be entitled to overtime as provided pursuant to the Fair Labor Standards Act (FLSA).

The opportunity to work overtime shall be equally available to all employees (excluding the investigations section), and, in furtherance thereof, there shall be, at all times, an "overtime sheet" posted and reasonably adhered to.

ARTICLE XII

Call in - Employees Assigned to Investigative Duty

When an employee who is assigned to investigative duty is called in to work without receiving at least twenty-four (24) hours notice, the employee shall be paid for at least four (4) hours at his regular hourly rate, and, in addition thereto, the employee will receive time and one half (1½) for the hours actually worked. Notwithstanding the other provisions of this Article, an employee assigned to investigative duty shall not receive a second or subsequent call in benefit pursuant to this Article if the second or subsequent call in occurs within twenty-four (24) hours of the first call in.

ARTICLE XIII

Call in - Employees Not Assigned to Investigative Duty

When an employee who is not assigned to investigative duty is called in to work without first receiving at least twenty-four (24) hours notice, the employee shall be paid for at least four (4) hours at his regular hourly rate, and, in addition thereto, the employee will receive time and one half (1½) for the hours actually worked. An employee is entitled to the benefits of this Article if he is required to remain on duty for another full tour of duty at the completion of his regular shift.

ARTICLE XIV

On Call - Investigator's Compensation

The Township will pay an annual stipend in the amount of \$700.00 to each officer who performs the position of Duty Investigator. To qualify for the stipend described in this Article, the officer must have been assigned to the Detective Division for not less than 85% of the calendar year in which the stipend is claimed

ARTICLE XV

Clothing Allowance

Each non-uniformed officer permanently assigned to the investigation section of the Department shall receive a clothing allowance of six hundred fifty dollars (\$650.00) per year for the purchase of clothing. In the event that an employee does not serve in the investigation section for an entire year, this allowance shall be pro rated based upon the months or part of a month that the employee serves in the investigation section.

ARTICLE XVI

Breathalyzer Operations

Whenever an employee is called in to perform a breathalyzer test other than during his normal shift of duty, he shall be paid a fee of forty-five dollars (\$45.00). No extra compensation shall be paid for any breathalyzer test performed by an employee during his regular duty shift.

ARTICLE XVII

Traveling Expenses

Whenever an employee is required by his supervisor to travel outside the Township on official business, such employee shall be reimbursed for all reasonable travel expenses incurred by him in such travel. In order for any traveling expenses to be reimbursed to the employee, the employee shall be required to furnish receipts for such expenses.

Whenever possible, the Employer will provide an automobile for such employee's travel. Whenever such automobile is not provided by the Employer, the Employer shall pay the employee the Federal National Standard Per Mile for such travel.

ARTICLE XVIII

Meal Allowance

In the event that an employee, except for an employee assigned to the investigations section, is required to work in excess of twelve (12) hours in any one (1) day during an officially declared emergency, the Employer shall provide one (1) hot meal per employee. Each hot meal shall have a minimum value of four dollars (\$4.00) per employee. In the alternative, the Employer may pay each affected employee four dollars (\$4.00).

In the event that an employee assigned to the investigations section is required to work in excess of eight (8) hours in any one (1) day during an officially-declared emergency, the Employer shall provide one (1) hot meal per employee. Each hot meal shall have a minimum value of four dollars (\$4.00) per employee. In the alternative, the Employer may pay each affected employee four dollars (\$4.00).

ARTICLE XIX

Business Leave

Each employee shall, regardless of shift, be entitled to thirty-two (32) business hours per year at no extra cost to the Employer. Business hours may be utilized only at such times as are approved by the Chief of Police.

ARTICLE XX

Vacations

An employee covered by this Contract shall be entitled to an annual vacation allowance as follows:

After the completion of one year to the completion of the 4 th year of service -	- 96 hours per year
Starting with the 5 th year to the completion of the 8 th year of service -	-144 hours per year
Starting with the 9 th year to the completion of the 12 th year of service -	-192 hours per year
Starting with the 13 th year to the completion of the 20 th year of service -	-240 hours per year
Starting with the 21 st year of service -	-288 hours per year

All vacation schedules shall be arranged between the shifts. Vacation dates shall be selected and posted no later than March 31 of each year. Any conflict in vacation scheduling shall be resolved by employee seniority and rank within each shift. Any changes in the vacation schedule shall be subject to the approval of the Chief of Police or his designee.

During such time as a sergeant is on vacation, a corporal shall be assigned to act as sergeant. No additional compensation shall be paid to the corporal as a result of said assignment. In the event that a corporal is not available for assignment as acting sergeant during the absence of a sergeant, the senior patrol officer shall act as sergeant for the shift. While acting in said capacity, the senior patrol officer shall receive additional compensation at the corporal's rate of pay.

Notwithstanding the earlier provisions of this Article, no person covered by this agreement shall be required to reduce a vacation allowance which that employee has already earned under a predecessor agreement. Any vacation allowance to which an employee is entitled as of January 1, 2001 and which exceeds the allowance set forth herein shall continue in effect until the employee earns a greater benefit in accordance with the provisions of this Article.

In the event that the Township unilaterally reinstates an eight-hour workday for patrol officers, the vacation schedule in effect as of December 31, 1999 shall also be reinstated at that time.

Each employee shall be permitted to bank 48 hours of vacation per calendar year to be used within the next calendar year, and may buy back 48 hours of vacation with the approval of the Police Committee

The vacation set forth herein in the terms of hours has been calculated by using a six-day week and an eight-hour day.

ARTICLE XXI

Medical Insurance

The Township shall continue to provide medical insurance benefits through an insurance program which is equal to or superior to that in effect as of January 1, 2006. Each unit member will be required to contribute toward the cost of health benefits coverage in accordance with the provisions of P.L. 2011, c. 78 pertaining to the obligation of a public employee to contribute toward the cost of health benefits coverage.

The Township shall continue to provide the health benefits described in this Article and the prescription benefits described in Article XXII to an employee, notwithstanding the retirement of the employee and barring any

period of disability preceding retirement. The obligation of the Township under this paragraph shall include the continuation of benefits to the members of the employee's family, as the family exists at the time of the employee's retirement. Retired employees shall not be required to make the co-pay payments previously described in this Article.

ARTICLE XXII

Prescription Plan

The Township shall provide family coverage for each employee's medical prescription expenses. The coverage provided pursuant to this Article shall be a five dollar (\$5.00) co-pay plan for generic prescriptions and a twenty-five dollar (\$25.00) co-pay plan for brand name prescriptions.

ARTICLE XXIII

Life Insurance

The Employer shall provide and pay the premiums for life insurance for each employee. Minimum coverage shall be thirty thousand dollars (\$30,000.00) per employee, and there shall be an option available to each employee for double-indemnity coverage. Any additional premium charges for the double-indemnity coverage are to be paid by the employee electing such coverage. Any employee may authorize a direct payroll deduction for double-indemnity premium charges.

ARTICLE XXIV

Dental Plan

The Employer shall provide and pay the premiums for dental insurance for each employee and his eligible dependants. The coverage shall be based on the Usual, Customary and Reasonable Fee Plan; however, in no event shall the insurer be required to pay more than one thousand five hundred dollars (\$1,500.00) per eligible patient in any one (1) calendar year. Basic benefits shall include one hundred percent (100%) of the cost for covered preventative and diagnostic services, eighty percent (80%) of the cost of covered remaining basic services, fifty percent (50%) of the cost of covered prosthodontic benefits and fifty percent (50%) for covered orthodontic services, with a separate case maximum of one thousand dollars (\$1,000.00). The remaining twenty percent (20%) of the cost for basic services and fifty percent (50%) of the cost of prosthodontic benefits shall be assumed by the employee.

ARTICLE XXV

Eye and Ear Examination

Each employee shall be entitled to an annual stipend, not to exceed two hundred (\$200.00) dollars, which stipend may be utilized for any of the following purposes: eye examination, ear examination, prescribed eyeglasses, ear (hearing) devices or membership in the Salem County YMCA.

ARTICLE XXVI

Disability Wages

In the event an employee becomes ill, injured or disabled while in good standing and said illness, injury or disability is not caused by other employment or business ventures, he shall be granted a leave of absence with full pay for a period not to exceed one (1) year during the term of said illness, injury or disability. The Employer may require a physician of its choice to provide a medical statement certifying such illness, injury or disability.

ARTICLE XXVII

Union Dues

The Employer hereby agrees to deduct Union dues from the wages of each employee who is a member of the Carneys Point Township Police Officers Association upon being presented with a certified list of the employees from whom such dues should be deducted. Said deductions shall be in accordance with N.J.S.A. 34:13A-5.5.

The Employer further agrees to deduct an amount equal to fifty percent (50%) of a member's Union dues from the wages of each officer who is not a member of the Carneys Point Township Police Officers Association upon being presented with a certified list of such nonmembers. Said deduction shall be in accordance with N.J.S.A. 34:13A-5.5.

ARTICLE XXVIII

Higher - Ranking Capacity

During the absence of a shift sergeant, a corporal shall act as sergeant without receiving any additional compensation. In the event that a patrol officer

is required to act in a higher-ranking capacity, the patrol officer shall be paid additional compensation which is commensurate with the compensation received by a corporal effective January 1, 2001. Said compensation shall be paid for each day that the patrol officer acts in a higher ranking capacity.

ARTICLE XXIX

Educational Benefits

Employee attendance at law enforcement related school and classes will be encouraged by the Employer; however, manpower requirements shall determine attendance and scheduling. Upon the successful completion of any law related course of study, the Employer shall reimburse the employee for the cost of such course upon satisfactory proof of successful completion. In the event the employee is able to obtain reimbursement from a source other than the Employer, there shall be no reimbursement obligation by the Employer.

An employee reimbursed for tuition expenses by any source other than the Employer shall be entitled to receive a one-time bonus for each earned credit at the rate of ten dollars (\$10.00) for each credit. This bonus is expressly conditioned upon the employee furnishing proof of successful completion to the Employer.

In no event shall the Employer be required to pay or reimburse any employee for expenses of any class, course or school unrelated to police activities.

Officers who have obtained college degrees shall be annually paid a bonus based on the below-listed schedule:

* Associate of Arts/Science (A.A./S.) Degree	\$150.00
* Bachelor of Arts/Science (B.A./S.) Degree	\$300.00
* Masters of Arts/Science (M.A./S.) Degree	\$450.00

ARTICLE XXX

Holidays

All full-time employees shall be entitled to the following listed paid holidays, compensation for which has been added to their base pay. All

employees shall receive the same holiday compensation regardless of whether they were scheduled to work on said holiday or not.

Two (2) additional personal holidays shall be taken at no extra cost to the Employer and may be granted only at the discretion of the Chief of Police. Personal holidays must be requested in writing at least seven (7) days prior to the date of the personal holiday.

The following schedule of holidays is agreed upon for all full-time employees:

- | | |
|-------------------------|-----------------------------|
| * New Year's Day | * Columbus Day |
| * Washington's Birthday | * Veterans Day |
| * Good Friday | * Thanksgiving Day |
| * Memorial Day | * Christmas Eve |
| * Independence Day | * Christmas Day |
| * Labor Day | * Two (2) personal holidays |

ARTICLE XXXI

Physical Examination

Each year four (4) officers, beginning with the oldest in service, will be required to have a complete physical examination by a doctor chosen by the Township Committee, with said physical examination to be paid for by the Employer. The findings of such examination are to be released to the Police Committee, and action shall be taken by the officer to correct any problems noted.

ARTICLE XXXII

Funeral Leave

Employees shall be granted special leave without loss of pay for any death in the employee's household or for the death of a parent, grandparent, sister, brother, parent-in-law, daughter-in-law or son-in-law regardless of said relative's residence.

Such special leave shall be granted from the date of death until the first tour of duty following interment.

Employees shall be granted special leave without loss of pay for a period of one (1) day due to the death of any relative not specified in this Article.

Notwithstanding any other provision of this Article, special funeral leave without loss of pay shall be granted for a period of fourteen (14) days due to the death of a spouse, provided that such spouse shall leave surviving minor child or children; otherwise, such leave shall be for a period of seven (7) days.

Notwithstanding any provision of this Article, special funeral leave without loss of pay shall be granted for a period of seven (7) days due to the death of any employee's son or daughter.

ARTICLE XXXIII

Police Lodge Activities

Any police officer who holds an elective office in an active police lodge (*e.g.*, F.O.P., P.B.A.) shall be given time off from regular duty to attend monthly meetings.

ARTICLE XXXIV

Suspension

No employee shall be suspended without pay when charged with any departmental or disorderly persons offense without a hearing through the Chief of Police and Employee Grievance Committee.

ARTICLE XXXV

Grievance Procedures

It being the wish and desire of all parties to settle disputes arising from any matters of mutual concern to the parties as quickly as possible, a grievance mechanism is hereby established.

There shall be an Employee Grievance Committee consisting of at least three (3) employees. Said Grievance Committee shall pursue employee grievances in the following manner and in accordance with the following procedures:

Step One:

Within ten (10) working days after the aggrieved employee knew of the event or events upon which the grievance is based, said employee shall initiate the grievance by bringing the matter to the attention of the Grievance Committee. In the event a

grievance is not so presented within the indicated ten (10) day period, it shall be deemed waived.

Step Two:

The Grievance Committee shall receive the employee grievance and present same to the Deputy Chief in writing. The Deputy Chief shall act within five (5) working days of receiving said grievance. If said grievance is not settled within the five (5) day period, same shall be presented to the Chief of Police by the Grievance Committee.

Step Three:

The Chief of Police shall act within five (5) working days of receiving said grievance. If said grievance is not settled within the five (5) day period, same shall be presented to the Township Committee by the Grievance Committee.

Step Four:

The Township Committee shall act within twenty (20) working days of receiving said grievance. If said grievance is not settled within the twenty (20) day period, the Grievance Committee may elect to bring the matter to binding arbitration. Such arbitration shall be in accordance with the rules and regulations of the Public Employees Relations Commission, and each party shall be responsible for one-half (½) of the cost of such binding arbitration. Each party shall be solely responsible for the payment of its respective attorney's fees.

ARTICLE XXXVI

Alcohol and Controlled Substance Testing

Any employee covered under the terms of this contract shall be required to submit to random alcohol and controlled substance testing during the employee's regular tour of duty. The names of employees subject to random testing shall be selected by the Chief of Police in the presence of the Association President and/or the Association Vice President. It shall not be necessary for the Chief to exhibit reasonable individualized suspicion before requiring an employee to submit to such testing. In no event shall the provisions of this Article prevent the testing of an employee at any time upon the finding of reasonable individualized suspicion.

ARTICLE XXXVII

Twelve-Hour Shifts

All employees covered by the terms of this agreement, except those assigned to the Investigations Section, shall be scheduled to work twelve (12) hour shifts. Each employee assigned to a twelve (12) hour shift obligation shall be entitled to twelve (12) hours each calendar month as administrative time. The administrative time to which an employee is entitled pursuant to this Article shall be available to the employee at the beginning of a calendar year. The administrative time shall be scheduled by the Chief of Police, or his designee, so that the annual allotment of administrative time to which an employee is entitled is utilized within a calendar year. If staffing levels prevent an employee from using administrative time within a calendar year, the administrative time may be carried over and used thereafter as soon as possible. In no event shall the carrying over of administrative time add any additional costs to the Township. The provisions of this Article, which allow administrative time, have been granted in full and complete satisfaction of any claim which any unit member may have to overtime hours scheduled for regular patrol officers under Article XI of this or any predecessor contract.

ARTICLE XXXVIII

Terms and Conditions

Except as hereinafter provided, the terms and conditions of this agreement shall continue in full force and effect from year to year and thereafter until a new contract is signed. Notwithstanding the aforesaid provision, any Article or Articles of this contract may be reopened at the request of either party in the event that Carneys Point Township assumes responsibility for the provision of law enforcement services to Penns Grove Borough.

ARTICLE XXXIX

Severability

Should any provision of this agreement be held unlawful or unenforceable by any court of competent jurisdiction, such provision shall be deemed inoperative once all appeals have been exhausted. Any severed provision of this agreement shall be subject to immediate renegotiation by the parties to the end of ensuring that such provisions are valid within the framework of the law. Only those provisions in dispute shall be affected. All other terms and provisions of this agreement shall remain unaffected.

ARTICLE XXXX

Duration and Negotiation

This contract shall be effective from January 1, 2012 through December 31, 2015. Negotiations for the calendar year beginning January 1, 2016 shall commence no sooner than November 15, 2015 and shall include actual meetings of the negotiators for each party.

IN WITNESS WHEREOF, the Employer and Employee have caused their officers to execute this contract this 21st day of December, 2012.

ATTEST:

TOWNSHIP OF CARNEYS POINT:



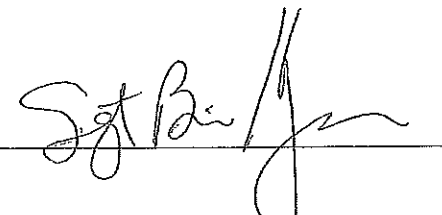
JUNE M. PROFFITT, CLERK

By: 

WAYNE D. BELURA, MAYOR

ATTEST:

CARNEYS POINT TOWNSHIP
POLICE OFFICERS ASSOCIATION:



By: 