

AGREEMENT

BETWEEN

TOWNSHIP OF LACEY

And

**LACEY TOWNSHIP POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL 238**

JANUARY 1, 2002 THROUGH AND INCLUDING DECEMBER 31, 2005

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AGREEMENT

THIS AGREEMENT made by and between the TOWNSHIP OF LACEY, a corporated body politic, in the County of Ocean, State of New Jersey, hereinafter referred to as the "Employer," and the LACEY TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 238, hereinafter referred to as the "P.B.A.", as bargaining agent and on behalf of members of the Lacey Township Police Department, Township Of Lacey, County of Ocean, State of New Jersey, hereinafter referred to as "Employee" or "Officer."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties herein to promote and improve the harmonious and economic relations between the Employer and it's Employees and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law.

NOW, THEREFORE, in consideration of this and mutual covenants herein contained, the parties hereunto agree with respect to the employees of the employer recognized as being represented by the P.B.A. as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

- A. The Employer hereby recognizes the P.B.A. as the sole and exclusive representative of all Employees in the negotiation of this Contract Agreement and for the purpose of collective bargaining and all other activities and processes relative thereto.
- B. The bargaining unit shall consist of all the regular full-time Police Officers of the Lacey Township Police Department now employed or hereafter employed with the exception of any Superior Officers with the rank of Sergeant to Chief of Police of Lacey Township.
- C. This agreement shall govern all wages, hours and other conditions of employment set forth herein.
- D. This agreement shall be binding upon the parties hereto.
- E. The P.B.A. recognizes that pursuant to New Jersey Statute, they have no right to strike.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

- A. Collective bargaining, with respect to rates of pay, hours of work or other conditions of employment, shall be conducted by a duly authorized bargaining agent of each of the parties to this Agreement. Unless otherwise designated, the Mayor and the Employer or his designee and members of the Committee as designed by the Township Committee of the Township of Lacey and President of the P.B.A. or his designee, including an attorney, provided reasonable notice is given to Employer, together with members of his negotiating Committee, shall be the respective negotiating agents for the parties.

- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.
- C. Employees of the Employer who may be designated by the P.B.A. to participate at collective bargaining meetings called for the purpose of the negotiation of collective bargaining will be excused from their work assignments to attend such collective bargaining meetings.

ARTICLE III
DISCRIMINATION AND COERCION

- A. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the P.B.A. because of membership or activity in the P.B.A. The P.B.A. shall not intimidate or coerce Employees into membership. Neither the Employer nor the S.O.A. shall discriminate against any Employees because of race, color, creed, sex, national origin or political affiliation.
- B. 1. No material derogatory to Employee's conduct, service, character, or personality shall be placed in his or her personnel file unless the Employee has had an opportunity to review the material by affixing his or her initials to the document to be filed with the express understanding that such initials in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written reply (e.g., rebuttal, answer, etc.) to such material and this reply shall be reviewed by the Chief of Police and a Township designee at the Employee's request. This reply will be attached to the document to which it is in reply for as long as the document is in the Employee's file.

2. Although the Township agrees to protect the confidentiality of personal references, credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection. This provision shall not apply to any information which need not be disclosed to the Employee under the requirements of State law.

ARTICLE IV
INCREMENTS – DEFINITION

For the purpose of this contract, any reference to the term “increments” shall be defined as follows:

1. Full Time Employees prior to January 1, 1974.
 - A. First increment shall be the date that Employee starts up through and including the 31st day of December of the calendar year that Employee has been first employed in a full time capacity.
 - B. Second increment shall be the first January that Employee shall be employed by the Employer in a full time capacity. All other increments are based upon the first, second and third, etc., anniversaries of the January in the year that the Employee is first hired.
 - C. As of January 1, 1974, all Employees who were employed by the township prior to January 1, 1974, shall remain at the increment that they were in and for the purpose set forth in this contract shall have their increments measured as of January 1st of each and every calendar year thereafter.

2. New Employees – A new Employee who is hired on a full time basis subsequent to January 1st, 1974, shall have increments determined as follows:

January Increment – If an Employee is employed on the 1st day of January up through and including the 30th day of June, then that Employee's increment shall be determined as of January 1st of the following calendar year.

July Increment – Any Employee who is employed on or after the 1st day of July of any calendar year shall have his increment measured as of July 1st of the following calendar year.

All future increments of Employees who are hired subsequent to January 1, 1974, shall have the future increments based upon the anniversary of the January or July increment as set forth above.

ARTICLE V

SENIORITY – DEFINITION

- A. Throughout the ranks, seniority shall be based on the fact that Captain is senior to Lieutenant, Lieutenant is senior to Sergeant, and Sergeant is senior to Patrolman.
- B. If in the event of a dispute of seniority arises, and other officers are of equal rank, the senior will be deemed the officer with the longest service on the Lacey Township Police Department in that rank. In the event that both officers were appointed to their present rank on the same date, then the officer with the highest ranking on the Civil Service examination will be senior.
- C. In the event of demotion, the demoted party shall carry his years of supervisory service as his standing in the rank demoted.
- D. The employee will have the right to select his tour of duty schedule for his designated job duty by seniority. However, the right to such selection by seniority shall not apply in cases of emergencies, extra-ordinary circumstances or where special qualifications (e.g., breathalyzer operator, radar operator, identification expertise, canine assignments) or any other circumstances wherein special qualifications are required. Tour of duty schedule selection by seniority shall be made by the officers between the dates of November 1 and November 30 of each year for the next calendar year, to take effect on or about January 5 of the next calendar year. This sub-paragraph D shall take effect February 1, 1993, therefore only for the calendar year 1993 tour of duty schedule selection by seniority shall be made by the officers during the 30 days immediately after this contract is fully executed. Thereafter, the selection shall be between the dates of November 1 and November 30 each year for the next calendar year.

ARTICLE VI
SICK LEAVE

A. All full-time officers covered by this Agreement shall be governed by the following sickness and injury leave policy.

1. Reporting Sick or Injured

Officers unable to report for duty because of sickness or injury shall make an immediate report to their Commanding Officer or Desk Officer, in person or by telephone. If unable to report, a relative or other responsible person shall notify the Commanding Officer or Desk Officer of all pertinent facts either in person or by telephone.

2. Address of Confinement

Officers, when sick or injured, shall be responsible for notifying their supervisors as to their places of confinement and of any subsequent change in their places of confinement.

3. Sick or Injured on Duty

Officers who become sick or who are injured on duty shall report the facts to the Commanding Officer and shall remain on duty until relieved, unless excused by a superior officer. The only exception is when sickness or injury is disabling to the point of preventing compliance.

4. Accumulated Sick Leave

Officers shall accumulate sick leave at the rate of 15 days for each full year of continuous employment in the department. Officers having exhausted all of their sick leave will not receive any further sick leave (except as provided in Article VI A..13) or compensation in lieu thereof until new time has been accumulated and earned by the employee by subsequent employment. Newly appointed officers of the department shall accrue one day of sick leave for each full month worked.

5. Verification of Sick Leave

- (a) All officers who shall be absent on sick leave for five or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
- (b) An officer who has been absent on sick leave for periods totaling ten days in one calendar year, consisting of periods of absence of less than five days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or a recurring nature requiring continuing absences of one day or less in which case only one certificate shall be necessary for a period of six months.
- (c) The Chief of Police may require a proof of illness of officers on sick leave whenever such requirement appears reasonable. Abuses of sick leave shall be cause for disciplinary action.

6. Contagious Diseases

In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

7. Examination

The Chief of Police may require an officer who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the Department, by a physician designated by the department. Such examination shall establish whether the officer is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

8. Dental and Optical

Sick leave will not be allowed for ordinary dental care nor for the services of an oculist for normal eye care, as such services are readily available outside of work hours.

9. Outside Employment

No officer while on sick leave from the Department shall be employed elsewhere or engaged in any outside work or employment.

10. Unauthorized Absence

Officers who absent themselves in an improper manner shall be subject to disciplinary action. Unauthorized absence occurs when officers:

- (a) Are not home or who are not at their place of confinement, while on sick leave, when visited by the Department surgeon or a superior officer;
- (b) Feign illness or injury;
- (c) Deceive the Department surgeon in any way as to their true condition;
- (d) Are injured or become sick as a result of improper conduct or practices;
- (e) Violate any provisions concerning the reporting of sickness or injury.

11. Retirement – Unused Sick Days

- (a) Upon retirement in an approved retirement system, or upon the death of an employee while employed by the Township, the officer shall be entitled to a lump sum payment for earned and unused accumulated sick leave computed at the rate of one half of the officer's daily rate of pay for each day of earned and unused accumulated sick leave based upon the officer's annual compensation, excluding overtime, received during the last year of employment prior to the date of retirement or death, provided, however, that no such payment shall exceed \$20,000.00;
- (b) In order to receive payment of this benefit in the year of retirement, the officer retiring must notify the Township no later than January 15 of the year in which retirement is intended. In the event that the officer does not give notice prior to January 15 in the year in which retirement is desired, the benefits provided for under this paragraph shall be paid in the following calendar year.

- (c) Sick days accumulated for officers are to be posted every six months.

12. Sick Leave Bonus – Administrative Day

- (a) One additional Administrative Day shall be granted for every 180 days (6 months) worked without sick leave. Bonus Administrative Days shall not be accumulated while on Worker's Compensation time off. Days which have been accumulated prior to any Worker's Compensation leave will remain as accumulated time, and accumulation of time will continue after returning to work and being removed from Worker's Compensation.
 - (i) The additional Administrative Day must be used within the next six-month period or the officer will receive payment for same.
 - (ii) It shall be the responsibility of the officer to notify his/her supervisor when this additional Administrative Day has been earned.
 - (iii) After confirming that the officer has not used any sick leave for six consecutive months, the supervisor shall acknowledge that the additional Administrative Day has been earned and shall notify the Township Administrator.
 - (iv) All officers shall earn the Administrative Day at the employee's current work schedule day: eleven (11) hours for a 11.25 hour employee, ten (10) hours for a ten hour employee and eight (8) hours for an eight hour employee.
 - (v) For contractual purposes, the Administrative Day shall follow the guidelines for personal days as defined in Article VII or any Article that references Personal Days.

13. Extended Sick Leave

The Township reserves the right to extend sick time upon application by an officer to the extent permitted by N.J.S.A. 40A:14-136.

14. Annual Sick Leave Buy-Back

- (a) Effective January 1, 1993, an Officer may buy back up to 15 days of his/her yearly accrual (excluding perfect attendance bonus) at seventy-five percent (75%) of its value. He/She shall apply in writing between January 1 and January 15 of the succeeding year. Payment shall be made by February 15.
- (b) Effective March 1, 2003, an Officer may buy back up to 120 hours of his/her yearly accrual (excluding perfect attendance bonus) at seventy-five percent (75%) of its value. He/She shall apply in writing between October 1 and October 15 of that year. Payment shall be made by December 1st at the current year's rate.
- (c) If an employee retires prior to being paid his or her sick leave buy-back (this is for sick days accrued, earned and notification as to buy-back not even given), then the employee shall be paid the sick leave buy-back after the employee retires pursuant to the payment schedule set forth in this paragraph 14.

ARTICLE VII
PERSONAL DAYS

- A. In each calendar year each officer shall be granted four (4) personal days @ 11 hours per day or 44 hours. If at the end of the calendar year the officer has any of the personal days herein remaining or the Personal Day earned as a result of the sick leave policy contained in Article VI, A.12; that officer shall receive payment for same. Payment for the above mentioned days will be made on or before the 15th of December of each and every calendar year.

ARTICLE VIII
BEREAVEMENT LEAVE

- A. Officers shall be permitted the following time off in a case of death in the immediate family, which is defined as: parent, grandparent, spouse, child (natural or adopted), brother, sister, mother, father, mother-in-law, father-in-law, and grandfather-in-law, grandmother-in-law, grandchild, son-in-law, and daughter-in-law, from the day of death until the day of burial inclusive.

- B. For the death of an uncle, aunt, nephew, niece, brother and sister-in-law, the Officer shall be granted one bereavement day.

- C. Exceptions to these time limitations may be made by the Chief of Police upon timely notification by the officer when the deceased is buried in another city and the officer will be unable to re turn for duty and adhere to the time limitations stated in A and B above.

- D. If the funeral is more than two hundred (200) miles away, two (2) travel days shall be added to Section A and one (1) travel day shall be added to section B. If additional time is required, the officer can use sick, personal, vacation days or banked compensatory time as appropriate.

ARTICLE IX
DEDUCTIONN OF MEMBERSHIP DUES

- A. Upon receipt of written voluntary authorization and assignment of an Employee covered by this Agreement on a form agreed upon between the Employer and the P.B.A., the Employee agrees to deduct membership dues (and when applicable, initiation fee) in such amounts as shall be fixed pursuant to the by-laws and constitution of the P.B.A. during the full term of this agreement and other extension or renewal thereof. The Employer shall promptly remit, monthly, any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the P.B.A.

- B. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

- C. The deduction shall commence for each employee who elects not to become a member of the Association on the first of the month following thirty (30) days written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first of the month following sixty (60) days of employment

- D. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the costs of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five (85) percent of the regular membership dues, fees and assessments.

- E. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

- F. The P.B.A. agrees to indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the Township's complying with the provisions of this article provided that: (1) the Township gives the P.B.A. timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Section, and (2) if the P.B.A. so requests, in writing, the Township will transfer to it full responsibility for the defense of such claim, demand, suit or other form of liability.

ARTICLE X
MANAGEMENT

Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable statutes, ordinances, rules and regulations to:

- A. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate, reasonable and efficient manner possible.
- B. Manage Employees of the Employer, to hire, promote, transfer, assign or retain Employees in positions within the municipality and in that regard to establish reasonable work rules without creating undue hardships to the Employees. Such work rules shall be in written form and a copy shall be provided to each member of the P.B.A., with applicable amendments thereto.

ARTICLE XI
HOURS/SCHEDULES

- A.
 - 1. The parties understand and agree that the standard weekly work schedule for Employees covered by this Agreement requires Employee services continually through the seven (7) day week and that the Patrol work schedule shall follow a four (4) days on followed by four (4) days off, eleven and one-quarter (11.25) hours per day, steady shifts.
 - 2. The Patrol schedule shall be comprised of four (4) Squads, each with two start and end times which shall be as follows, for Squads A and C the work hours shall be 0530 to 1645 hours and 0745 to 1900 hours, for Squads B and D the work hours shall be 1545 to 0300 and 0815 to 0600. Squads A and B (Platoon #1) will work in the same on/off rotation and Squads C and D (Platoon #2) will work in the same on/off rotation.

3. The Employee agrees that the Chief of Police or his designee reserves the right to reassign officers within a squad by adjusting the officers start time within his/her own squad upon seventy two (72) hours notice for scheduled events and unforeseen manpower shortages.
 4. Each squad shall be permitted at least one (1) Supervisor off for scheduled vacation or personal time, except where such request shall interfere with the operational needs of the department as determined by the Chief of Police or his designee, which determination shall not be arbitrary or capricious. Arbitrator Robert Light shall have jurisdiction to decide all grievances in reference to this paragraph.
- B. The standard work week for members of the Detective Bureau shall follow a 4/3 schedule of ten (10) hour days. Detectives will normally work either Monday through and including Thursday with Friday, Saturday and Sunday off or Tuesday through Friday with Saturday, Sunday and Monday off as promulgated by the Chief of Police. The Chief may require other work weeks that may include Saturdays and Sundays. If so, the chief will seek volunteers first, failing which the Chief shall assign in reverse order of seniority in the Detective Bureau.
- C. Both A and B shall be to a maximum of 2080 hours.
- D. The parties agree that a single training day will be equal to one work day if training falls on a scheduled work day. If an Officer is assigned to a five-day training block, the five-day block may substitute for their regularly scheduled four-day block.
- E. Each Patrol Officer agrees to provide the Employer training time in the amount of sixteen (16) hours per calendar year to be utilized specifically for State mandated firearms training twice annually. It is understood by the Employee that said firearms training shall be scheduled on a regularly scheduled day off twice a

calendar year. Training time is not cumulative and expires on December 31 of each year.

- F. It is recognized by the parties that coffee breaks and meal time are part of the tour of duty and paid by the Township

ARTICLE XII

OVERTIME

- A.
 - 1. The Employer agrees that overtime consisting of time and one-half (1-1/2) time shall be paid to all Employee covered by this Agreement for hours worked in excess of the normal eleven and one-quarter (11.25) hours a day (Patrol Division), the normal ten (10) hour day (Detective Bureau) or eight (8) hour day (Administrative).
 - 2.
 - a. At the employee's option, overtime may be taken in compensatory time accumulated to a maximum of 480 hours. At the time of assignment to overtime an employee must indicate payment in money or compensatory time. This decision may only be changed with the agreement of the Chief of Police.
 - b. Use of compensatory time must be scheduled sufficiently in advance to allow for the appropriate adjustments of work schedules to deploy personnel.
- B. Employees shall not be paid overtime for hours in excess of the normal work day unless such overtime is authorized in writing and submitted to the Chief of Police in voucher form.
- C. The employer agrees that overtime shall be paid at the rate of "double time and one-half" (2-1/2) for riot duty if same is for duty outside the Township of Lacey.
- D. In the event an Employee is called in to duty other than his normal assignment, he shall be paid overtime at a rate of "time and one-half" (1-1/2) for all time worked during such period. In no such case shall he be paid for less than four (4) hours,

irrespective of time worked, except when called in to duty less than four (4) hours prior to his normal working shift. In such an event, the Employee shall be paid for only the overtime actually worked on that day.

ARTICLE XIII
VACATIONS

A. Each member of the P.B.A. who has the length of continuous employment specified in the following table shall be entitled to vacation with pay at his/her regular rate of pay. Increments are defined as follows:

First Increment – One day (11 hours) for each and every month an officer has been employed in a full time capacity up to December 31 of the year in which he/she is first employed.

	1998	1999	2000	2001
Second Increment	96 hours	110 hours	121 hours	121 hours
Third through Fifth Increment	120 hours	143 hours	154 hours	154 hours
Sixth and Seventh Increment	152 hours	176 hours	187 hours	187 hours
Eighth through Eleventh Increment	160 hours	187 hours	198 hours	198 hours
Twelfth through Sixteenth Increment	168 hours	198 hours	209 hours	209 hours
Seventeenth through Nineteenth Increment	176 hours	209 hours	220 hours	220 hours
Twentieth Increment and Higher	176 hours	220 hours	231 hours	231 hours

All employees assigned to a 4 day on 4 day off 11.25 hour shift shall have time off calculated at 11 hours per shift, (i.e.: Patrol schedule). All employees assigned to a 4 day on 3 day off 10 hour shift shall have time off calculated at 10 hours per shift, (i.e.: Detective schedule). All employees assigned to an 8 hour shift shall have time off calculated at 8 hours per shift, (i.e.: Administrative)

B. Vacation Scheduling

1. Selection of vacation shall be based on seniority.
2. All requests for vacations will be submitted in writing as early as possible but at least three days prior to the date of the proposed vacation, on a standard form supplied by the Department.
3. In the event of a request for vacation day for emergency or unforeseen situation, it will be necessary to put the request in writing but the three days advance notice will be omitted; all other requirements shall be fulfilled.
4. No vacation will be considered approved until the officer has in his/her possession a copy of the request approved by the proper authority. If the officer is absent without this approval he/she will be considered absent without leave.
5. Request for a vacation will be channeled through the chain of command. Vacation schedules shall be arranged by the commanding officers with regard to the requirements and branches of service of their commands. Vacations shall be completed by December 31.
6. Effective January 1, 1993, vacation days may not be canceled by the Chief of Police if other employees are available, either on straight time or overtime, except where such request interferes with the operational needs of the department as determined by the Chief of Police or his designee, which determination shall not be arbitrary or capricious.
7. Effective January 1, 1993, no vacation and personal day requests can be denied because the requested vacation day or personal day is also a holiday, such as Memorial Day, July 4th, Labor Day, Halloween, Christmas, etc., except where such request interferes with the operational needs of the

department as determined by the Chief or his designee, which determination shall not be arbitrary or capricious.

C. Vacation Address

A report of a vacation address is not required from an officer whose vacation application has been approved. Permission is thereby granted to the officer to leave the municipality during the approved period of vacation.

D. Split Vacations

Split vacation periods may be granted to any officer of the Department providing permission has been obtained from his/her commanding officer. However, once vacation periods have been selected, they shall be completed without interruption unless it becomes necessary, by reason of emergency, to suspend them.

E. Exchange of Days Off

Officers are prohibited from exchanging days off with each other unless written permission has been obtained by the Chief of Police or his designee. No officer will pay another officer to work his/her assigned shift.

F. Suspension of Vacation

Any vacation may be suspended when a sudden and serious emergency arises and when, in the judgment of the Chief of Police, such action should be taken.

ARTICLE XIV

HOLIDAYS

- A. The following shall be recognized as holidays under this Agreement and be paid at eight (8) hours pay. In addition to those holidays enumerated and set forth below, the Employee shall also be paid eight (8) hours pay for any and all other holidays that may be granted to other public Employees by the Township of Lacey, except for any emergency time off granted for inclement weather or other emergencies. The holidays are as follows:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Easter
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day
Employee's Birthday

- B. Payment for the above mentioned holiday will be made on the first (1st) pay day in the month of November of each and every calendar year. An Employee who terminates employment with the township of Lacey after receiving payment for the holidays, and before any of said holidays are worked, will have such monies deducted from the last pay check.

- C. Employees who are scheduled to work on a holiday as set forth above, have the option to take an alternate day as a holiday or may elect to be paid for the holiday worked.. The right to take an alternate day in lieu of a holiday is thereby waived. Employees who have a scheduled day off on a day that falls upon a holiday, as set forth above, have the option of either an additional day off in lieu of the holiday or payment for the additional day.
- D. Beginning on the first day of the 21st year of service, service shall include not only Lacey Township but service with other Municipalities, the holiday pay shall be rolled into and become a part of the employee's base pay. Therefore, the first day after completion of twenty years, base pay shall include holiday pay because the employee shall now be designated as a "senior officer." This designation of "senior officer" shall be for compensation only. The rollover of holiday pay into base pay shall begin on January 1, 1993. Holiday pay shall not be included in the calculation of payment for overtime.
- E. Effective January 1, 2003, B, C, and D, above are void and will be replaced by the following language:
Beginning on the first day of service, the holiday pay shall be rolled into and become a part of the employee's base pay. For all new employees all holidays listed in section A of this article which fall between the date of hire, and December 31st of that calendar year shall be rolled into that employee's base salary. Each year after, and for all employees, all of the holidays listed in section A of this article shall be paid by being rolled into and becoming part of the employee's base pay. Holiday pay shall not be included in the calculation of payment for overtime.

ARTICLE XV
HOSPITAL AND MEDICAL INSURANCE

- A. The Employer will provide, at no cost to the Employee and Employee's family, the following hospitalization:
- New Jersey Blue Cross, 1420 Series
 - New Jersey Blue shield
 - Rider J
 - Major Medical (Prudential Insurance Company)
 - Prescription Plan
 - New Jersey Dental Plan
 - Employee Assistance Plan
- B. 1. The Employer will provide to a maximum of \$50.00 per employee an annual eye examination by an Optometrist, licensed in the State of New Jersey. The optometrist shall be mutually agreed upon by the Employer and Employee.
2. The Employer will provide, at no cost to the Employee, an annual physical examination by a physician licensed in the State of New Jersey. The scope of the examination shall be that established by the New Jersey Police Training commission (See attachment "A"), as a minimum and the cost, to the Township, shall not exceed \$200.00.
3. If the Employee fails to meet the established criteria and a medical problem is detected, a second physical will be performed by the Township Physician and a remedial program will be established by the two (2) physicians.

4. The medical information resulting from Paragraph B-3 shall be kept in the employee's personnel file. A copy of any medical data placed in the officer's file shall be furnished to the officer's personal physician, provided he/she is a licensed physician in the State of New Jersey. Officers may be subject to discipline for failure to comply with any remedial program set forth by the Township and Employee's physician. If the two (2) physicians disagree on an appropriate remedial program, they shall select a third physician whose opinion shall govern.
 5. If examination is undertaken pursuant to Sections B.3 and B.4 of this Article, payment shall be made in accordance with the past practice of the Township.
- C.
1. The Employer will provide each Employee with one (1) pair of eyeglasses with clear lenses and one (1) pair of eyeglasses with tinted lenses. Lenses are to be made of safety glass. The cost of both pairs of such eyeglasses shall not exceed One Hundred Seventy Five (\$175.00) Dollars.
 2. It is understood by the parties that if said glasses are damaged at a time when the Employee is in the course of his work effort for the Employer, said glasses will be replaced by the Employer at the Employer's expense, not to exceed One Hundred Seventy Five (\$175.00) Dollars for a pair of eyeglasses.
- D. The Employer will provide at no cost to former Employee and Employee's family, the cost of benefits outlined in Section A above; (1) if said Employee is disabled in the line of duty and no longer employed by Employer due to said disability; or (2) upon retirement after twenty-five (25) years of service, or a shorter period if provided by law.

- E.
 - 1. The Employer shall provide for Employee and family a New Jersey Dental Service Plan, 80/20 Basic, 80/20 Prosthodontic.
 - 2. The employer shall obtain an orthodontic dental insurance plan, as specified by the S.O.A., the cost to be borne by the Employee, and the premiums are to be deducted from each employee's salary.

- F.
 - 1. The P.B.A. and the Township agree that the Township has the right to contract with other hospital and medical insurance carriers in order to provide coverage which is equal or greater than the benefits currently available under the policies provided. The parties further agree that the Township will give notice to the P.B.A. of at least 60 days of its intent to change carriers.

 - 2. Should a dispute arise as to whether or not the change of policy proposed will be of equal or greater benefit, the matter shall be submitted to binding arbitration in accordance with the arbitration procedures established under the grievance article of this Agreement

 - 3. The decision of the arbitrator shall be in writing and shall be final and finding on all parties.

- G. Effective April 1, 1993, employees who decline family or individual insurance coverage or otherwise eligible therefore, shall receive 33% of the premium savings. An employee who selects such option must remain out of the plan for at least one year and may not re-enroll except at regular open enrollment periods, of which there shall be at least one per calendar year.

- H. Effective January 1, 1993, the drug co-payment shall increase to \$5.00 for brand drugs and \$3.00 for generic drugs.

ARTICLE XVI
CLOTHING ALLOWANCE

- A. Clothing allowance in the amount of Eight Hundred Dollars (\$800.00) for uniformed and non-uniformed Employees shall be paid by the Township of Lacey to all permanent employees. Clothing allowance will be used for any part of the police uniform, to include items such as high-neck tee shirts, uniform socks, etc. Allowance shall also include any off-duty equipment officers are required to wear and/or carry to meet department regulations. No employee shall be entitled to a clothing allowance until the employee reaches his/her second increment. Any employee not entitled to a clothing allowance will have any article of clothing and/or equipment replaced by the Employer in the event it is damaged while in the performance of duty. Effective January 1, 1993 the Clothing Allowance shall be paid by the Township to all employees no later than the first pay period in June of each year.
- B. Dry Cleaning allowance in the amount of Four Hundred (\$400.00) Dollars per year shall be payable by the Township of Lacey to all permanent employees.
- C. The Township will replace (at the same size, and of equal or greater quality or value), at no cost to the employee, uniforms, personal property or equipment destroyed in the line of duty, said payment shall not be deducted from the clothing allowance, if approved by the Chief of Police.

ARTICLE XVII

LEGAL AID

The Employer will provide all necessary legal aid and false arrest and liability insurance to all personnel covered by this Agreement in the performance of their duties.

ARTICLE XVIII

PENSIONS AND RETIREMENT

The Employer shall continue to make contributions as provided for the pension and retirement benefits to Employees covered by this agreement under the Police and Fireman's Retirement System pursuant to the provisions of the statutes of the State of New Jersey.

ARTICLE XIX
SALARIES

A. The annual Patrol Officer’s basic salary shall be as follows for the years indicated:

	2.25%	2.25%	3.5%	3.5%	3.5%
	1/1/2002	7/1/2002	2003	2004	2005
Increment #8	\$70,496.00	\$72,082.00	\$74,605.00	\$77,216.00	\$79,919.00
Increment #7	\$65,993.00	\$67,478.00	\$69,840.00	\$72,284.00	\$74,814.00
Increment #6	\$61,486.00	\$62,869.00	\$65,070.00	\$67,347.00	\$69,704.00
Increment #5	\$56,981.00	\$58,263.00	\$60,302.00	\$62,413.00	\$64,597.00
Increment #4	\$52,475.00	\$53,656.00	\$55,534.00	\$57,477.00	\$59,489.00
Increment #3	\$47,968.00	\$49,047.00	\$50,764.00	\$52,541.00	\$54,380.00
Increment #2	\$38,946.00	\$39,822.00	\$41,216.00	\$42,659.00	\$44,152.00
Base/Start #1	\$34,809.00	\$35,592.00	\$36,838.00	\$38,127.00	\$39,461.00

All Employees shall start at Base/Starting salary and shall proceed as per custom and practice to Increment #2, to Increment #3, Increment #4, to Increment #5, to Increment #6, to Increment #7, and Increment #8.

- B. All salaries and increments including base/starting shall increase each year.
- C. All reference to “increment” in this Article XIX, Salaries, shall only be used as a reference for the salary guide. Nothing contained in the designation of increment in this Agreement shall contravene the definition of increment as that term is defined in this Agreement in each or any other article.

- D. An employee who is assigned work in a higher paid job title will be paid the higher salary rate for the period he performs those duties, provided that he works at that higher paid job title for a duration of five (5) hours thirty (30) minutes or more. Payment for assignment to a higher job title shall be approved in writing and signed by the Chief of Police or his designee.
- E. An additional annual clothing allowance shall be paid to all Employees who are Detectives as follows: through December 31, 2002 \$300, January 1, 2003 \$700.00, January 1, 2004 \$900.00, January 1, 2005 and thereafter \$1,200.00

ARTICLE XX
LONGEVITY

Each employee shall be paid, in addition to his current annual wage, longevity increments which shall be figured in and computed as part of the employee's base salary based upon his/her years of continuous employment with the Lacey Township Police Department in accordance with the following schedule:

<u>Years of Service</u>	<u>Increments of Base Pay</u>
Upon entering the 1 st day of the 5 th Increment of Service	2%
Upon entering the 1 st day of the 10 th Increment of Service	4%
Upon entering the 1 st day of the 15 th Increment of Service	6%
Upon entering the 1 st day of the 20 th Increment of Service	8%
Upon entering the 1 st day of the 23 rd Increment of Service	10%

For new Employees hired after March 1, 1999, there will be no five-year increment of 2%. These new employees hired after March 1, 1999 will have their first longevity increment at the 10th Increment of 4%.

ARTICLE XXI

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation including Internal Revenue Service determinations or court decisions causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate any such invalidated provisions.

ARTICLE XXII

GENERAL PROVISIONS

- A. The Township agrees to grant the necessary time off without loss of pay for the period of time said convention so that two (2) members a day of the association may attend the State Conventions of the N.J.S.P.B.A. Members allowed off to attend shall be the Delegate, President or Vice-President. In the event that one of the three cannot attend of his/her own accord then an alternate may be selected by the P.B.A. to attend in his/her place.

- B. The Local Delegate, and President, shall each be granted one (1) day off a month without loss of any pay to attend the monthly P.B.A. State or county meetings, regardless of his tour of duty hours.

- C. The Township agrees to grant necessary time off without loss of pay so two (2) member of, and designated by the P.B.A., may attend two (2) workshops and or schools offered by the N.J.S.P.B.A., provided overtime is not required to replace officers designated to attend the workshops.

ARTICLE XXIII
EDUCATIONAL INCENTIVES

- A. 1. For all officers hired prior to January 1, 2002, the Township agrees to pay each officer in the Department, in addition to his/her annual salary, an educational incentive of \$11.00 per completed credit which has been earned at an institution approved by the Middle States Association of Colleges and Schools, to a maximum of 128 undergraduate credits and 32 graduate credits.
2. Transcripts are to be supplied by the officer to the Chief of Police no later than the 25th day of June for payment on July 1st.
- B. For all officers hired after January 1, 2002, who hold the following degrees, the Township agrees to pay each officer in addition to his/her annual salary, and in lieu of the \$11.00 per credit incentive, an educational incentive of the following per annum for each completed degree:
- | | | |
|----|-------------------|---------|
| 1. | Associates Degree | \$ 704 |
| 2. | Bachelors Degree | \$1,408 |
| 3. | Masters Degree | \$1,760 |
- D. The Township agrees to reimburse all employees eligible for educational incentives for course work in an approved program leading to a degree as follows:
1. All course work must receive prior written approval from the Chief of Police.
2. Tuition will be reimbursed at eighty (80%) percent of the tuition rate at New Jersey State Colleges upon proof of satisfactory completion with a grade of "C" or better. This information shall be given to the Chief of Police and forwarded to the Treasurer for payment in the next pay period.

- D. Upon completion of a Bachelors Degree or Masters Degree, the employee agrees to remain in the employ of the Township as a full-time police officer for a minimum of two years. However, in lieu of said two-year employment requirement, the employee has the option to repay to the Township any and all tuition costs paid by the Township in regard to the employee's education.

ARTICLE XXIV

BURIAL EXPENSE

- A. The Township agrees to be responsible for the cost of all burial expenses for an employee who is killed in the line of duty to a maximum of \$10,000.00.
- B. The Employer further agrees to be responsible for the cost of burial expenses for an employee who dies while employed, but not in the course of duty, to a maximum of \$5,000.00.

ARTICLE XXV
GRIEVANCE PROCEDURES

A. Definitions

1. A grievance is defined as, and limited to, an alleged violation of a specific provision of this agreement.
2. Aggrieved Person: An “aggrieved person” is the person or persons or the association making the claim.
3. Party in Interest: A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

- B.
1. A written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved.
 2. Any employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of the Association, or by an attorney, where reasonable notice of legal representation is given to the Employer. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure unless the employee objects to the presence of the Association representative in which case the association may not be present at any stage of this procedure. However, in the event the Association is not present after final determination at Step 3, if such final determination is made, the Association will promptly receive a copy of the Employee’s written grievance and a copy of the final determination thereof.

3. All grievances must be presented promptly and no later than fourteen (14) working days after the grievant would reasonably be expected to know of its occurrence.
4. Any grievance which arises from an action initiated by any member of the governing body, administration, or appropriate authority of the Township of Lacey, to which no officer of rank in the Lacey Township Police Department has the authority to resolve, steps one and two will be foregone and the process will continue with step three. In such cases the Chief of Police shall be notified and provided with copies of said grievance.

B. STEP ONE:

Any grievance, which arises after the effective date of this Agreement, shall first be discussed by the aggrieved employee with his/her immediate supervisor. Grievances which have not been settled by the immediate supervisor to the satisfaction of the employee under the foregoing procedure within two (2) work days of presentation, to be considered further, must be filed in writing within seven (7) calendar days after disposition by the supervisor. The grievance shall be presented to the Division Commander in triplicate on mutually-agreed-upon forms furnished by the Employer and signed and dated by the employee(s) and Association Representative. The Division Commander and the supervisor involved will meet with the employee and his representative and attempt to resolve the grievance. A written decision will then be made by the Division Commander and the supervisor and returned to the employee and his representative within seven (7) calendar days from its presentation to the Division Commander.

STEP TWO:

If the employee is dissatisfied with the decision of Step One, to be considered further, the grievance must be appealed to the Chief of Police within seven (7) calendar days of receipt of the written decision in Step One. The Chief of Police

or his representative will meet with the employee, his representative, the supervisor, Division Commander and representatives of the employer, as the Chief of Police may elect, and attempt to resolve the grievance. A written decision will be made following the meeting by the Chief of Police or his representative and returned to the employee and union representative within seven (7) calendar days from its appeal to the Chief of Police.

STEP THREE:

If the employee is dissatisfied with the decision in Step Two, to be considered further, or the grievance was initiated as defined in B.4 above, the grievance must be appealed to the Mayor and Township Committee within seven (7) calendar days of receipt of the decision in Step Two. The Mayor and/or Township Committee or his/its representative will meet within fourteen (14) calendar days of the grievance being filed in Step Three with the employee and/or Association representative and the Chief of Police to discuss and attempt to resolve the grievance. Following this meeting, the written decision will be made by the Mayor and returned to the employee and Association representative within fourteen (14) calendar days from its appeal to the Mayor.

STEP FOUR:

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either party within twenty-four calendar days of the date of the Employer's decision in Step Three. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Third Step answer. The appeal of a grievance to arbitration shall state in concise detail the nature of the remedy suggested.

- D. 1. The parties or party acting jointly or separately, shall request New Jersey State Public Employment Relations commission (PERC) to submit a panel of five (5) arbitrators. To select an arbitrator from the panel, the parties shall alternately strike one name, with the last remaining name becoming the arbitrator.
2. The cost of the arbitrator and the expenses of the hearing, including a court reporter if requested by either party, shall be shared equally by the parties. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of this Agreement. In formulating his decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Civil Service Commission and the Court. The decision of the arbitrator shall be final and binding for the parties of this Agreement.
- E. Grievances not appealed within the designed time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding management answer. Grievances not answered by management within the designated time limits in any step of the grievance procedure may be appealed to the next step within five (5) days of the expiration of the designed time limits. The parties may, however, mutually agree in writing to extend the limits in any step of the grievance procedure.
- F. The Association shall notify the Employer in writing of the names of the grievance representatives and an alternate within thirty (30) days after the effective date of this Agreement. Any changes thereto will be forwarded to the Employer by the Association as soon as changes are made.

ARTICLE XXVI

DISCIPLINE

- A. The Township shall not discipline any member of the police staff without just cause. No disciplinary action requiring a public hearing shall be required before the Township Committee, except as outlined in N.J.S.A. 40A:14-147.
- B. All disciplinary action taken by the employer will take one or more of the following formats:
 - 1. Informal, private, or oral reprimand by the Chief of Police or his designee;
 - 2. A written memorandum of censure of the Chief of Police or his designee, with copies to the Township Administrator and the appropriate Committeeman;
 - 3. A confidential letter of admonition from the Township Committee, with copies to the Chief of Police; and to the employee's personnel file;
 - 4. Suspension from duty without pay, not to exceed five (5) working days, by action of the Chief of Police;
 - 5. Suspension from duty without pay taken by action of the Township Committee;
 - 6. Demotion by action of the Township Committee. However, in the case of a patrolman, said action shall be reduction of one or more pay grades. Demotion shall include, but not be limited to, reduction in rank where applicable and/or loss of pay.
 - 7. Dismissal from service by action of the Township Committee.

- C. Nothing shall require the Township to take disciplinary action in the order of appearance in this Article, so long as the action taken is related to the severity of the offense determined to have occurred.
- D. All documents in any way connected with an employee's disciplinary history shall be placed in said employee's personal history file at police headquarters and may be viewed in accordance with the terms of this Agreement.
- E. Probationary patrolmen may be separated from their employment by action of the Township Committee or its designee at any time without recourse.

ARTICLE XXVII

COURT TIME

- A. An officer required to report to a court, at any jurisdictional level because of an action taken in the line of duty, shall be paid for a minimum of four (4) hours at the prevailing overtime rate for that officer.
- B. It is understood that should the officer's presence be required for less than four (4) hours, he/she is to report to the Chief of Police for an assignment in order to complete the minimum call-out time of four (4) hours. The determination to assign the officer or to relieve him/her from such obligation is at the sole discretion of the Chief of Police or his designee.
- C. Any employee called to serve for jury selection or jury duty, by a court at any level, shall be excused from his/her tour of duty without loss of pay, for each day the officer must appear or be on stand-by as per the court.

ARTICLE XXVII
NEGOTIATIONS

It is hereby agreed between the parties to this Agreement that negotiations for the 2006 Contract shall be initiated on or before the 1st day of July, 2005, and that the parties hereto will schedule as soon thereafter as practicably possible a time and a place in order to discuss the terms and conditions of the 2006 Contract.

ARTICLE XXIX
LICENSES

An employee must report a loss of a Federal and/or State drivers license as well as failure to report the loss of a license and failure to have a license may subject the individual to disciplinary action, which, if suspension or greater, shall be without pay.

ARTICLE XXX
DURATION

This Agreement shall be in effect as of and applied retroactively to the first day of January, 2002 to and including the 31st day of December, 2005. In the event that a new written contract has not been entered into between the Employer and the P.B.A. on or before the first day of January 2006, then all of the terms and conditions of this Contract shall be in full force and effect unless and until a Contract has been entered into subsequent to January 1, 2006.

ARTICLE XXXI

NO LAYOFFS OR DEMOTIONS

Effective January 1, 1993, there shall be no layoffs and no demotions through December 31, 2005 for any reason for the P.B.A. and S.O.A. Lacey Township shall not lay off any employee for reasons of economy, efficiency, reorganization or other related reason, including any reason set forth in N.J.S. 11A:8-1. This no layoff and no demotions provision shall also be implemented by including a Table of Organization of the present rank structure and number of officers at each level. Effective January 1, 2002, the Table of Organization shall include one (1) Captain, two (2) Lieutenants, six (6) Sergeants, and thirty-two (32) patrolmen, however, if any Superior Officer or Patrolman retires, resigns or dies, then Lacey Township does not have to fill that slot. However, an employee may be terminated, not laid off, for gross violations of policies and procedures and state statutes. The Township of Lacey shall follow all disciplinary rules, contract provisions, statutes, state law, etc., to terminate an employee. This Contract takes no position in reference to any demotions which occurred in 1992 and are currently in litigation, and this Contract shall not be used in any way in that litigation. The employees currently, as of January 1, 2002, holding the positions in the Table of Organization set forth above, cannot be demoted, laid off or affected in any manner because of the disposition of the litigation with the four employees who were demoted in 1992.

ARTICLE XXXII

PAYMENT OF RETROACTIVE BENEFITS

The retroactive check (for all monetary benefits) shall be paid on or before March 31, 2003 to each and every employee; thereafter, interest will accrue and be paid on all unpaid retroactive monetary benefits at the rate of 8% interest.

ARTICLE XXXIII
COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective negotiation agreement between the parties and contains all the benefits to which Employees covered by this Agreement are entitled.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates set forth below each signature.

LACEY TOWNSHIP P.B.A.

TOWNSHIP OF LACEY

By: /s/ John Cernek
John Cernek, P.B.A. President

By: /s/ Brian A. Reid
Mayor

DATED: 2/27/03

DATED 2/27/03

ATTEST:

ATTEST:

/s/ Paul Sullivan
P.B.A. Representative

/s/ Veronica Laureigh
Municipal Clerk

DATED: 2/27/03

DATED: 2/27/03