

AGREEMENT  
BETWEEN THE  
TOWNSHIP OF HAMILTON  
AND THE  
HAMILTON TOWNSHIP PBA LOCAL NO. 66

JULY 1, 2013 THROUGH DECEMBER 31, 2016

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ARTICLE I

PREAMBLE

This contract entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2013 between the Township of Hamilton, County of Mercer and State of New Jersey, hereinafter referred to as "Employer", and the Hamilton Township New Jersey State Policemen's Benevolent Association Local # 66, hereinafter referred to as the "Association", has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work and other conditions of employment; and further, to promote the morale and protect the rights and privileges, well-being and security of Association members.

ARTICLE II  
DEFINITIONS

1. "Employer" means the Township of Hamilton.
2. "Association" means New Jersey State Police Benevolent Association Local 66.
3. "Association Executive Committee" means the elected board of officers consisting of: President, Vice-President, Recording Secretary, Treasurer, Delegate, Financial Secretary, Sergeant-at-Arms and Alternate State Delegate.
4. "Employee" means any sworn Officer of the Township holding the rank of Patrolman or Detective.
5. "Member" means any employee who is in the membership list of and pays dues to the Association.
6. "Supervisor" or "Superior Officer" means an employee holding the rank of Sergeant, or above.
7. "Emergency" means any situation which jeopardizes the public health, benefit, safety and welfare, as defined by State Law or Township Ordinance; and requires alteration of scheduled work hours, shifts, and/or personnel assignments.
8. "Chief" means the Chief of Police of the Township of Hamilton.
9. "Immediate Family" means spouse, children, parents, grandparents, brothers or sisters, mother-in-law, father-in-law, step-parents, son-in-law, and daughter-in-law or any relative living in the household of the employee.
10. "Grievance Person" means any member of the Association appointed by the President of the Association to serve as grievance Person.
11. "Probationary Patrol Officer" means any employee who is not a permanent employee. All officers shall remain in probationary status for one (1) year from their appointment date.
12. "Day" means a calendar day of twenty-four (24) hours.
13. "Grievance" refers to ARTICLE VIII, Section 2.
14. "Dues Check Off" means deductions from the pay of the employee, by the employer, according to the money due from each employee to the Association.
15. "Fair Share" means the amount to be deducted from each member or other designated

persons pay.

16. "Association Negotiation Team" means the committee appointed by the President of the Association to work on the contract.
17. "Association State Delegate" means a member elected to represent the Association at State meetings.
18. "Tour Day" means any twenty-four (24) period beginning at 8:00 a.m. calendar day and ending 7:59 a.m. the next following calendar day.
19. "Longevity" means years of service in the Police and Fire Retirement System.
20. "A Tour Week" shall begin at 8:00 a.m. Monday of any calendar week and shall end 7:59 a.m. the Monday of the next following calendar week.
21. "Funeral Detail" to consist of the P.B.A. President or his designee and seven (7) uniformed Officers with the understanding that a limit of not more than two (2) Police Officers from any one unit or platoon be assigned.

ARTICLE III  
ASSOCIATION RIGHTS

1. ASSOCIATION RECOGNITION

The Employer hereby recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all Patrolmen and Patrolmen Detectives for the purpose of establishing salaries, wages, hours, and other conditions of employment.

2. ASSOCIATION SECURITY

a. The Employer agrees to deduct Association dues from each member of the Association by automatic payroll deduction in such amount as determined by the Association and certified to the Employer by the Treasurer and/or President of the Association each pay period and remit same to the Treasurer within the next pay period from the scheduled pay day.

b. Pursuant to the Agency Shop Law, any employee in the bargaining Unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Association membership dues, fees, and assessments as certified to the Employer by the Association. Such Representation Fee shall be paid by payroll deduction and remitted to the Association President or Treasurer within the next pay period from the scheduled pay day. The Association may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Employer.

3. ASSOCIATION BUSINESS

a. Whenever a Police Officer of an organized Police Department in the State of New Jersey, Pennsylvania or Delaware is killed in the line of duty, a funeral detail as determined by the President shall be given one (1) day off with pay if working that shift to attend the funeral and shall be afforded two (2) Township of Hamilton marked police vehicles for such purposes for that one (1) day with approval of the Chief.

b. The hours of the Association President shall be 0830 -1630 hours Monday through Friday and may be adjusted upon mutual consent by both the Chief of Police and the President of the Association. The Association President shall be allowed time off during his shift, as is actually necessary, to conduct union business involving the Township, Association, or Police Division without loss of any pay, benefit, or time. Such time off shall be with the agreement of the Chief or his delegate for that day. However, such time off shall not be unreasonably withheld by the Chief or his delegate. However, if business is to be conducted with on duty personnel they must first receive the approval of their superior.

c. The Chief shall provide a copy of rules and procedures, directives, orders and changes thereof to the Association President within five (5) working days, when possible, so that the Association can be afforded an opportunity to study and analyze the rule, directive procedure, order of change, and to meet and confer with the Chief in order to express the views of the Association. The purpose of this clause is so that labor and management relationship can be kept on a harmonious level. This is not to be interpreted as giving the Association veto power; it is merely to insure the best possible communications between labor and management.

d. The Association Executive Committee or Grievance Personnel shall have the exclusive right to visit the P.B.A. office or designated areas of the Police Division for the purpose of administering this Agreement.

e. The Association Negotiating Team, to consist of no more than five (5) employees, shall be permitted to spend five (5) days preparing for contract negotiations and to attend negotiating sessions with Employer representatives, where such sessions are scheduled during working hours of the employee, negotiating teams, with no more than two (2) employees being released per shift for this purpose.

f. Employees shall be represented by one (1) Association Representative (grievance person) for each unit. The Association shall furnish to the Employer a list of Association Representative names and shall keep the list current at all times. Alternate Association Representatives may be appointed by the Association President to serve in the absence of any regular Association Representative.

g. A member of the Association Executive Committee shall receive time off without loss of pay, benefit or time, to attend regularly scheduled Association Meetings, Association Executive Committee Meetings and special meetings not to exceed two (2) days per month, nor to exceed two (2) members per shift.

h. The PBA shall be entitled to sixty-five (65) eight (8) hour tours per year for attendance at PBA business. This shall be deemed to include delegate time in accordance with New Jersey State Statutes. The use of said time off shall be conditioned only on prior notification by the PBA President, or his designee, to the Police Chief or his designee. Said use of time off shall be denied only in the event of a clear and present danger confronting the Police Department. Said PBA business time shall not be diminished by time spent at meetings which are scheduled by the Township.

i. The Association Executive Committee shall not be restricted from using the office at the Policemen Benevolent Association Headquarters or the PBA office located in the Police Station during duty hours with the permission of their immediate supervisor.



ARTICLE IV  
NO STRIKE CLAUSE

The employees agree to comply with the existing laws of the State of New Jersey prohibiting public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the Township.

ARTICLE V  
MANAGEMENT RIGHTS

1. The employees recognize that areas of responsibility must be reserved to the Township to serve the public effectively. Therefore, the right to manage the affairs of the Township and to direct and schedule the working forces and operations of the Township is vested and retained by the Township, exclusively, except as otherwise limited by law or the terms of the Agreement.
2. The management and the conduct of the business of the Township, the scheduling and direction of its working force, and the disciplining of employees for just cause are the exclusive rights of the Township, except as otherwise limited by statute or the terms of this Agreement.
3. The Employer shall have the authority to consolidate the operations of two (2) or more units and to reorganize the operations within a unit or division subject to any contrary provisions of this Agreement.
4. Recognition of management rights by the Association is not a waiver by the Association or its members of any rights, benefits or privileges that the Association or its members may have under this agreement or other authority.

ARTICLE VI  
ASSOCIATION DUTIES

Prohibiting Practices – Neither the Association nor any employee shall engage in any of the following practices:

- a. Restrain or coerce any employee in exercise of any rights granted under this Agreement.
- b. Cause or attempt to cause an employee to discriminate against another employee because of the employee's membership or non-membership in any Township or employee organization or attempt to cause the Township to violate any rights of the employee.
- c. Discriminate against any employee because he has signed or filed an affidavit, petition, or complaint or any other form of process, or given any information or testimony alleging violations of this Agreement.
- d. Discriminate against any employee covered by this Agreement because of race, sex, creed, color, age, national origin, religion, affiliation, association, or non-association; or discriminate in the application or interpretation of the provisions of this Agreement or to discriminate against any employee wherein such discrimination is prohibited by any laws of the State of New Jersey or of the United States.
- e. Discriminate against any employee who has filed a grievance pursuant to Article VIII of this Agreement or any other Article of this Agreement.
- f. Initiate, authorize or participate in any strike.

ARTICLE VII

MANAGEMENT DUTIES TO THE UNION

1. The Township shall provide the following materials to every employee:
  - a. A copy of the special orders, general orders, training bulletins and rules and regulations, and new Township ordinances where potentially applicable to police operations.
  - b. A copy of this Agreement for all employees.
  
2. The Township shall not engage in the following practices:
  - a. Interfere with, restrain and/or coerce any employee in the exercise of rights granted in this Agreement.
  - b. Dominate, interfere with, or assist in any manner, shape or form in the formation, existence or administration of any employee organization, or contribute financial support to any such organization.
  - c. Encourage or discourage membership in any manner, shape or form in employee organization by discriminating in hiring, training or in any other term or terms or conditions of employment.
  - d. Discharge or discriminate against any employee because he has filed any affidavit, petition, grievance or complaint or any other process; or given any information or testimony alleging violations of this Agreement, or because he has formed, joined or chosen to be represented by an employee organization.
  - e. Discriminate against any employee because of sex, creed, color, age, national origin, religion, association or non-association, or affiliation, or discriminate in the application or interpretation of the provisions of this Agreement.

ARTICLE VIII  
GRIEVANCE PROCEDURE

1. Purpose

a. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of Police Officers.

b. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the Township within the presence of an Association Representative appointed by the President of the Association, or the President of the Association, if requested by the employee involved.

2. Definition

The term "grievance" as used herein means any dispute and/or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement or regarding employment or application of any rules, regulations and/or ordinance which affects working conditions or actual working conditions and may be raised by the Association on behalf of an individual employee or group of employees, or the Township or by the employee individually or by, the Association itself. The right of the Association and the Township to file such a grievance is at the option and within the discretion of the Association and Township and may be with or without the consent of the individual employee. Whenever any discipline resulting in an economic loss or penalty (including fine and/or suspension) which has a value of five (5) days or less, such disciplinary decision shall be subject to the Grievance Procedure which shall commence at Step Two, except that a written reprimand or other non-monetary penalties may not be submitted to arbitration.

3. Steps of Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One

a. The aggrieved employee or aggrieved employees, the Association on behalf of the employee or the Association on behalf of itself, or the Township shall institute action under the provision hereof within ten (10) working days of the actual occurrence of the grievance, or within ten (10) working days of the actual or implied knowledge of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the employee or the aggrieved employees, the Association on behalf of the employee or the Association on behalf of itself and the Chief of Police for the purpose of resolving the matter. Failure to act on the part of the employee, the aggrieved employees, the Association on behalf of the employee, the Association on behalf of itself or the Township, within ten (10) days shall be deemed to constitute an abandonment and/or waiver of the grievance.

b. The Chief of Police or his designee shall render a written decision within five (5) working days after said discussion of the grievance.

c. Said discussion shall take place at a convenient time and place for all parties within (5) working days of the grievance after notification, formally or informally.

Step Two

a. In the event the grievance has not been resolved in or at Step 1, the employee, or the Association on behalf of the employee or the Association on behalf of itself or the Township, shall in writing and signed by the Association, employee or Township, file the grievance with the Township's Personnel Officer and Business Administrator within five (5) working days following the determination of Step 1.

b. Said discussion shall take place at a convenient time and place for all parties within five (5) days of the grievance after notification, formally or informally.

c. The Business Administrator and/or his designee shall render a written decision within seven (7) working days after said discussion of the grievance.

Step Three

a. In the event the grievance has not been resolved in or at Step 2, the matter may be referred to arbitration as hereinafter provided.

b. In the event that the Township, employee or the Association desires to submit a grievance to arbitration, the following procedure shall be followed:

1. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party or parties within ten (10) working days following the Business Administrator's determination.

2. The party demanding arbitration shall notify the New Jersey State Public Employment Relations Commission of the need for arbitration. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the New Jersey State Public Employment Relations Commission.

3. The costs of the services of the arbitrator shall be borne equally by the Township and the Association and/or the employee.

4. The decisions of the arbitrator shall be in writing and shall include all reasons for such decisions and shall be served on all parties by regular and certified mail.

5. The decision of the arbitrator shall be final and binding upon the Township and the Association and the employee.

6. The arbitrator shall have no power to alter, modify, amend, add to or

detract from the terms of the Agreement. His decision shall be within the scope and terms of the Agreement.

4. Conditions

a. Failure to respond at any step in this procedure by the Township or its agents or the Association or an employee shall be deemed to be a negative response and/or a waiver of the right to respond upon the termination of the applicable time limits the grievance may proceed to the next step.

b. No financial penalty shall be borne by the employee or association until all avenues of grievance or appeal are exhausted.

ARTICLE IX

WAGES

1. Wages will be increased in accordance with the attached schedule. Members not at the maximum salary levels shall move one step on the salary guide on the dates indicated. Members hired between July 1, 2013-December 31, 2013 will not move to the next step until July 1, 2015.

POLICE OFFICER IN TRAINING: New employees while in training at a police academy until completion of basic training.

POLICE OFFICER ENTRY: New Police Officers who have already completed basic training at the police academy.

2. Police Officers assigned as Detectives receive \$1000 above their current base salary upon appointment as a Detective.

ARTICLE X  
INCIDENTAL ECONOMIC BENEFITS

1. Tour Week

a. Except Officers scheduled to work the twelve (12) hour shift, employees shall be required and regularly scheduled to work forty (40) hours in any tour week. Each tour week shall consist of five (5), eight (8) hour days, "except that the employees assigned to the Patrol Division as reserve officers on the "4-2" schedule shall work 8.5 hours days in a tour week of four (4) days on duty two (2) days off duty.

b. During each non 12 hour tour day an employee shall receive one half (½) hour for meals included in his eight (8) hour period. These meals shall be taken only with the authorization of the Desk Officer or his designee in charge and Officers are subject to recall to duty at any time without compensation. The parties further agree that it is the practice of the Patrol Bureau to divide employees into early and late crews for purposes of tour assignments. The parties agree, therefore, that for all definitions and purposes in this amendment, an officer's tour day or tour week shall be the same as the scheduled tour day and tour week for his platoon, notwithstanding the fact he may actually have been scheduled otherwise.

c. For Officers assigned to the twelve (12) hour shift, it shall be the policy of the Division to engage in a twelve (12) hour work schedule for Platoons 1 thru 6 of the Patrol Bureau and ACU. Following are the guidelines regarding the twelve (12) hour work schedule:

- 1.) Overtime shall be compensated at a rate of time and half for all in excess of regular time in any six week tour cycle.
- 2.) Employees shall receive three and a half (3.5) Personal Days (42 hours)
- 3.) Schedule Adjustment Time (SAT): Employees shall receive a scheduled



12 hour day off per every six week tour cycle. SAT day shall be determined by the Chief.

4.) Training Time (TT): Employees attending specified in-service training on their days off shall receive 12 hours of training time to utilize as a day off under the guidelines of the patrol single day off policy. TT must be taken as a full day off and shall be used by December 23rd of the calendar year in which it was earned. If not chosen by December 1st of the calendar year in which it was earned, the administration reserves the right to assign a day off on behalf of the employee.

5.) The following is the specified in-service training:

Semi-Annual Firearms Qualifications

Winter In-Service

Active Shooter Training

6.) RDO Time for other Training Time:

Single Day Courses

Day Shift – If a full day course is scheduled on a scheduled tour day then that course will be attended in lieu of the scheduled tour day and no time is owed. If a course is scheduled on an off day then the Officer will receive a 12 hour RDO day.

Platoons 3+4 and ACU – If a course is scheduled on the Officer's first work day then that course will act as the work day and no time is owed. If a course is scheduled on the Officer's second work day

then the Officer will receive 16 hours of RDO time that will be split as follows, 4 hours end of shift RDO the first work day and 12 hours RDO/School on the second day. If a course is scheduled on the Officer's first day off then the Officer will receive a 12 hour RDO day the evening prior. If a course is scheduled on the Officer's second day off then the Officer will receive a 12 hour RDO day.

Platoons 5+6 – If a course is scheduled on the Officer's first work day then that course will act as the work day and no time is owed. If a course is scheduled on the Officer's second work day then the Officer will receive 16 hours of RDO time that will be split as follows, 8 hours end of shift RDO the first work day and 8 hours RDO/School on the second day. The Officer will be responsible for working the remaining 4 hours on that second day. If a course is scheduled on the Officer's first day off then the Officer will receive a 12 hour RDO day the evening prior. If a course is scheduled on the Officer's second day off then the Officer will receive a 12 hour RDO day.

#### Multi-Day Courses

In the case of courses that last longer than one day, the following formula shall be used:

Calculate the total number of hours that the course is expected to last, including travel time if out of county, and subtract from that the total number of hours that the Officer is scheduled to work during those days. The Officer will then receive that number of

hours in RDO time.

Officer's SAT days that fall on a course day will be rescheduled and will not be used for the calculation.

- 7.) During each tour day the employee shall receive 45 minutes for meals included in the twelve (12) hour period when authorized by the Shift Commander.
- 8.) Employees working a 12 hours schedule shall qualify for sick leave buy back payment if not more than 3.5 days (42 hours) are used.

d. Except in an emergency, seventy-two (72) hours' notice will be given for the purpose of shift changes.

e. The Chief of Police may, in case of an emergency as defined by the applicable statutes of the State of New Jersey, summon and keep on duty any and all members of the division as such emergencies shall require.

f. Whenever an employee, as part of his duties, is summoned to return or report to duty or to headquarters other than for his normal tour of duty, whether for emergencies or otherwise, he shall be paid at least the overtime rate. If more than one (1) hour has elapsed since the completion of his previous tour of duty, the officer shall be paid for not less than Four (4) hours overtime, or more if he actually works longer. The one (1) hour hiatus shall be waived for breathalyzer analysts and evidence technicians.

g. Schedule Study Committee

Recognizing that all schedules currently in effect shall remain so, a committee shall be formed for the expressed purpose of developing an alternative work schedule to that presently in effect and overseeing its implementation as appropriate.

1. Composition – the committee shall consist of the PBA President, or his designee, and two PBA members appointed by the PBA President, the Chief of Police, or his designee, and two other Township officials.

2. Meetings – The committee shall meet at a time and place of mutual convenience. Recommendations of the committee shall be adopted and implemented only upon ratification by both parties as per the process utilized for contract ratification. Any schedule so adopted shall remain in effect for the duration of the current agreement.

h. Employees assigned to the patrol division schedule shall on or about November 1<sup>st</sup> of each year pick their shift based on seniority to be effective for the following calendar year. The PBA shall supervise the procedure. Vacancies occurring during the year will be filled at the discretion of the chief.

2. Overtime

Time and one-half will be paid for all work in excess of the employee's regularly scheduled work schedule.

a. An employee shall have the option of receiving compensatory time in lieu of overtime. Said compensatory time will be accrued at time and one-half (1 ½) for the hours worked. Effective January 1, 2009, all compensatory time currently accumulated shall be valued at the employee's rate of pay in effect as of December 31, 2008 and shall not increase in value. Thereafter, employees shall accrue compensatory time at the rate of pay when the comp time is earned. If an employee selects to use their accumulated compensatory time it shall be hour for hour without regard to the employee's rate of pay when earned and the time used shall be deducted from the latest compensatory time earned. No employee shall be permitted to accrue

more than 480 hours of compensatory time.

b. The employee shall be permitted to sell back up to ten (10%) percent of their compensatory time subject to the Employer's financial ability to pay. The employee must notify the Employer of their desire to sell back time by April 1, with payment to be made, if available, between April 10<sup>th</sup> and May 31<sup>st</sup> of each year.

c. Any employee required to report in advance of the tour starting time and for the purpose of report making to remain at the end of a tour will be compensated under this section.

d. Overtime wages shall be paid at the next immediate pay period after such overtime is recorded.

e. Overtime shall be compensated for but once. Nothing in this Agreement shall be construed as to require the payment of overtime or pyramiding of overtime as a result of computing hours worked in accordance with this Agreement. No employee shall be required to work overtime in non-emergency situations.

### 3. Court Time

a. Whenever an employee, as part of his or her duties, shall be required to appear before any grand jury or any court including, but not limited to Municipal, County, Superior Court, Supreme Court, Federal Court or Administrative Agency, such required time spent waiting for, or testifying at said Court or hearing or legal office for job related situations when off duty or on vacation, shall be paid at the overtime rate with a minimum compensation of two (2) hours. Whenever the employee must travel outside of Mercer County for such testimony, he shall be compensated for travel time, in accordance with this paragraph.

b. Employees will be required to have a voucher validated for court time in order to be paid. The voucher will be supplied by the employer.

c. Whenever an officer is required to appear in court, the Township will provide the use of a vehicle whenever practicable as determined by the Chief or his designee.

4. Special Officer Work

Special Officer Work shall be regulated by Township Ordinance.

5. Educational Incentive Pay

a. Employees who have 30 credits, or accrue 30 credits shall receive payment of \$100.00 for two (2) years only.

AAS Degree..... \$250.00

BA or BS Degree..... \$450.00

Master Degree.....\$500.00

b. Incentive pay will be prorated for any employee during the employee's probationary period.

c. Employees matriculated in a qualified program at an accredited college shall receive benefits as established in the Township's Employee Handbook. Any change in benefits and procedures are subject to negotiation between the parties.

6. Training Coach Incentive

Employees selected as training coaches shall be credited with one (1) day compensatory time for each thirty (30) day period, served as a training coach. A maximum of **five (5)** days

compensatory time will be credited per trainee. Training coaches will be selected by the Police Chief. The provision shall not be subject to the grievance procedure.

7. Longevity

Each employee covered by this Agreement shall, in addition to his regular wages and benefits, be paid longevity based upon years of service as is defined by the New Jersey Police and Fire Pension Laws. As pursuant to a memorandum of agreement signed on August 15, 2001, years of service as is defined by the New Jersey Police and Fire Pension Laws shall be interpreted to mean years of service as a law enforcement officer in the State of New Jersey:

The current longevity schedule based on a percentage of salary shall be eliminated and all longevity shall be frozen at the current rates:

Five (5) years of service	\$1647
Ten (10) years of service	\$2196
Fifteen (15) years of service	\$2745
Twenty (20) years of service	\$3294
Twenty-four (24) years of service	\$3843

Officers who have five years of law enforcement pension time as of July 1, 2013 will be included in the old scale as set forth above.

For all Officers not currently eligible for longevity payments, the longevity payments shall be as follows:

Five (5) years of service	\$600
Ten (10) years of service	\$800
Fifteen (15) years of service	\$1100
Twenty (20) years of service	\$1350
Twenty-five (25) years of service	\$1450
Thirty (30) years of service	\$1800

All employees who have completed the above required years of service during any quarter

of the calendar year shall be paid the first pay period in December of the year of eligibility or trip-over, prorated accordingly. Thereafter, longevity will be computed in their bi-weekly pay. Longevity for retiring officers will not be prorated. Retiring officer's longevity will be prorated effective the date of retirement.

8. Clothing, Equipment and Personal Property

a. The Employer shall provide each new employee with the following clothing:

1. Four (4) Winter Trousers (A)
2. Four (4) Wash & Wear Trousers (B)
3. Two (2) Long Sleeve Shirts (A)
4. Two (2) Short Sleeve Shirts (A)
5. Two (2) Long Sleeve Shirts (B)
6. Two (2) Short Sleeve Shirts (B)
7. Two (2) Long Sleeve Polo Shirts (B)
8. Two (2) Short Sleeve Polo Shirts (B)
9. One (1) Winter Hat (A)
10. Rain Coat & Cap
11. One (1) pair of Shoes (Leather)
12. One (1) pair of boots (leather)
13. Two (2) Neck Tie (Black)
14. One (1) Mesh Vest/Reflective Stripes and Panel "POLICE"
15. One (1) Flex Fit Baseball Cap (B)
16. One (1) Rain Cap (B)
17. One (1) Black Turtleneck (B)
18. One (1) Watch Cap (B)
19. \*Two (2) cadet/Utility Long Sleeve Shirts
20. \*Two (2) Cadet/Utility Long Sleeve Shirts
21. Two (2) Name Plates
22. One (1) Winter Coat
23. Two (2) "dickie" shirts
24. One (1) "mourning" ribbon

\* Hires that do not go through Academy deduct Cadet/Utility Uniforms.

b. The Employer shall replace or repair all clothing lost or damaged in the line of duty. All replacements made shall be made only with prior approval of the Chief. If in the event of any change in the primary uniform requested, required or ordered by the division or Chief of Police, the Employer shall pay for the monies initially necessary to implement this change and replace all "outdated" uniforms or portions of uniforms.



c. The Employer shall provide each employee with the following:

1. Holster
2. ASP Baton
3. Baton Holder
4. Handcuff and Two (2) Keys
5. Handcuff Case
6. Semi-Automatic Hand Gun
7. Ammunition, three magazines and one magazine pouch
8. Flashlight (rechargeable)
9. Police Clipboard
10. Police Manual
11. Twenty-five (25) cards (Patrol Officer Hamilton Township Police Division)
12. One (1) breast badge, One (1) wallet badge, and One (1) hat badge
13. Name Tag
14. Whistle and Chain and Clip
15. Utility belt and Velcro leather under belt
16. Portable Radio
17. Glove Pouch
18. OC Spray and Holder
19. Belt Keepers
20. HPD ID Card
21. Police Department Door Key
22. Radio Case
23. Flashlight Holder
24. Body Armor
25. Police Locker
26. Police Department FOB "keyless entry" Key
27. Body Armor Outer Carrier with three modular pouches, name tape and badge

d. The Employer shall repair or replace all equipment lost, damaged or worn, unless such loss, damage, or wear is due solely to the negligence of the employ, in which case the employee shall reimburse the Employer for the costs of the equipment.

e. Each employee shall receive \$600.00 each year for maintenance and equipment. The maintenance allowance shall be paid in two equal installments; one in the first pay period in June of each year, and the other in the first pay period in December of each year. There is no

clothing allowance in the first year, and the second year is prorated based upon the employee's date of hire and the number of months remaining in the calendar year.

f. The Employer shall replace or repair all equipment or personal property of the employee up to a reasonable amount, commonly worn while working which is damaged or lost while the employee is on duty. This provision shall not apply if such damage or loss is due to the negligence of the employee, in which case, the employee shall bear the cost.

g. All regular marked police vehicles purchased after the execution of this Agreement shall be equipped with a standard police package. The equipment of said vehicles shall include but not be limited to the following equipment: Automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic truck release, a roof rack electronic siren and lights, oxygen, first aid kit, and flares. At least two (2) marked vehicles shall be equipped with twelve (12) gauge shotguns and cages. Any police vehicle that is used for prisoner transport shall have grill mounted sirens, shotguns and cages.

9. Working Temporarily Out of Rank

An employee specifically instructed by higher authority to assume the responsibilities, authority, and duties of a supervisor shall be compensated at the rate of pay for the higher rank after performing these duties for more than one (1) working day.

10. Holidays

a. Due to the emergency nature of the work of the Police Division, no specific holidays will be granted and employees shall not receive any additional compensation for working holidays.

b. Recruits while in the Academy shall be entitled leave with pay for the following holidays:

New Year's Day

Martin Luther King's Birthday

President's Day  
Memorial Day  
Labor Day  
Election Day  
Thanksgiving  
Christmas

Good Friday  
Independence Day  
Columbus Day  
Veteran's Day  
Day after Thanksgiving

11. Buy Back of Sick Days

Employees having accumulated ten (10) or more of their fifteen (15) sick days credited for that year will have the option of being paid five (5) day's wages, at the daily rate of pay, in lieu of carrying forward five (5) of their sick days. Any employee wishing to exercise this sick leave option must do so by December 1<sup>st</sup> of the year in which the requirements have been met. Any decision to exercise this option subsequent to December 1<sup>st</sup> of the year, in which the requirements have been met, shall not be recognized. Employees working a 4-2 work schedule shall qualify for sick leave buy back payment if not more than 42.5 hours are used. Payment would continue in such circumstances at a 40-hour value employees working a 4-2 work schedule shall qualify for sick leave buyback payment if not more than 42.5 hours are used. Payment would continue in such circumstances at a 40-hour value. Employees working a 12 hour schedule shall qualify for sick leave buy back payment if not more than 3.5 days (42 hours) are used. Payment shall be made to employees in the first pay period in January. Only employees at his or her maximum salary step will be eligible to buy back sick time. To qualify for sick buy back, employee must be at maximum salary as of January 1 of the year of the buy back. Therefore, the employee is not eligible for sick buy back in any year in which he or she receives an increment.

12. Standby Duty

Any Police Officer placed or called into a "standby" or "alert" status and who remains subject to a call or recall to duty and is mandated to remain at home or within a designated geographical area, which area shall have been designated and approved by the Chief of Police, shall be compensated twenty-five (25%) percent of his regular hourly rate from the time of standby, alert

or state of readiness until such time as the alert or standby status is officially cancelled and communicated to him. Standby shall be in effect when the Chief of Police or his authorized designee orders an officer to be on standby or to be available when called. Any officer on standby who fails to report or respond when called to duty may be subject to disciplinary action.

13. Snow Days

Any time the Township offices close for any emergency, police officers working this day shall be given compensatory time equivalent to the time the Township offices were closed.

ARTICLE XI  
LEAVE TIME

1. Vacation

a. All employees covered by this Agreement hired on or before April 1, 2005 shall receive the following vacations with pay:

1. During the first calendar year, or part thereof, of such employee's employment, one (1) day for each month.

2. After the completion of the first calendar year of such employees' employment:

Police Officers.....24 days

3. Each employee covered by this Agreement shall, in addition to vacation time allowed as above, shall be further entitled to additional time off on account of longevity as set forth herein:

- One (1) additional day after five (5) years
- One (1) additional day after ten (10) years
- One (1) additional day after fifteen (15) years
- One (1) additional day after twenty (20) years

b. All employees covered by this Agreement hired after April 1, 2005 shall receive the following vacations with pay:

1. During the first calendar year, or part thereof, of such employee's employment, one (1) day for each month or partial month employment.

2. After the completion of the first calendar year of such employee's employment: seventeen (17) days.

3. After the completion of the fifth calendar year of such employee's employment: twenty-two (22) days.

4. After the completion of the tenth calendar year of such employee's employment: twenty-three (23) days.

5. After the completion of the fifteen calendar year of such employee's employment: twenty-four (24) days.

6. After the completion of the twentieth calendar year of such employee's employment: twenty-seven (27) days.
  7. After the completion of the twenty-fifth calendar year of such employee's employment: twenty-eight (28) days.
- c. Vacations will be selected by the employee and approved according to seniority.
  - d. Scheduled tours of duty must be completed before any vacations begin. No vacations will be granted without the Chief's or his designee's permission.
  - e. Changes in vacations may be permitted upon approval of the Chief of Police or his designee. Said approval will not be unreasonably withheld provided such a change does not conflict with the effective operation of the Police Division.
  - f. An employee may accumulate vacation time up to one year's earned amount to be carried over into the following year without restriction. All carried over vacation shall be utilized by the employee in the calendar year in which the vacation entitlement was carried into. No carried over vacation time may be further carried over or accumulated unless the employee is unable or prevented from taking vacation as a result of municipal business, working conditions, illness or injury; this earned accumulated vacation shall be carried over into the next calendar year no matter the number of unused carried vacation days. However, this time must be used up during that following year or the employee shall forfeit same providing all conditions are met.
  - g. An employee retiring from the division shall receive a vacation payment for accumulated vacation time. Vacation for retirees will be prorated during the year of retirement.
  - h. An employee who has separated his employment shall be entitled to vacation allowance for the current year prorated on the number of months worked in the calendar year in which may have been carried over from the proceeding calendar year. Whenever a permanent employee dies, having any earned vacation leave, there shall be calculated and paid to his estate a

sum of money equal to the compensation figured on his salary rate at the time of his death, as soon as practicable within a reasonable time.

2. Sick Leave

a. An employee shall be permitted to accumulate unlimited sick time according to the following schedule:

1. Police Officers in Training and Probationary Police Officers – one (1) day per month for probationary period.

2. Police Officers – one and a quarter (1 ¼) days per month.

All sick time is per year and shall be cumulative. Sick time for retiring officers will be prorated.

b. An employee may take sick time for any of the following reasons:

1. Personal illness or personal incapacity to such an extent as to render the employee unable to perform his duties adequately.

2. Attendance to members of the immediate family whose illness requires the care of such employee up to five (5) days.

c. No sick leave shall be charged due to injuries sustained in the line of duty as long as the Township's physician acknowledges such time off is due to said job injury.

d. An employee shall furnish a doctor's certificate to substantiate sick leave after he has been absent for five (5) consecutive working days.

e. Employees are subject to disciplinary action by the department for the willful, malicious and negligent use of sick leave by the employee. Employees shall remain at home during their shift and must call-in if leaving for a doctor's appointments/pharmacy, or receive permission to leave home for reasons related to their illness.

3. Occupational Injury

a. Any employee who is disabled due to occupational injury shall be granted a leave of absence with full pay for time lost from work provided the injury has been substantiated by a physician authorized by the Township, and the amount of time lost has been substantiated by the physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of workmen's compensation paid under the New Jersey Workmen's Compensation Act for Temporary Disability. Such leave shall be limited to a maximum of one (1) year from date of injury.

Employees returning from authorized leave of absence, as set forth above, will be restored to their original job classification and shifts at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

b. Where an employee covered under this Agreement suffers a work-connected injury or disability, the Township shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Township.

The employee shall be required to present evidence by a certificate of an authorized physician that he is unable to work and, the Chief of Police, may reasonably require the said employee to present such certificates from time to time. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Township or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of workers' compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

For the purpose of this Article, injury or illness incurred while the employee is attending a Township sanctioned training program shall be considered in the line of duty. In the event a dispute as to whether an absence shall be computed or designated as sick leave or



as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal there from, the final decision of the last reviewing court.

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

4. Unused Sick Leave Upon retirement

a. All employees shall be entitled upon retirement in good standing, and other than vested retirement from the Police and Firemen's Retirement System, to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him and prorated as of the effective date of his retirement.

b. The supplemental compensation payment to be paid hereunder, shall be computed at the rate of sixty percent (60%) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the annual compensation received during the last year of his employment, prior to the effective date of his retirement, provided however, that no such lump sum payment of supplemental compensation payment shall exceed fifteen thousand (\$15,000) dollars. Said payment to be paid to the employee in a lump sum or deferred payment at the discretion of the employee.

In the event that an officer elects to defer payment of earned unused accumulated sick leave, said officer must notify the Division of Personnel, Township of Hamilton prior to filing for retirement.

Each retiree must withdraw all money deferred by him/her not later than three years from the date of their retirement. There shall be a maximum of four withdrawals.

The Division of Personnel shall be notified thirty days prior to each withdrawal.

Each officer will be responsible for the payment of taxes on all money withdrawn from the deferred payment program.

A 1099 tax form will be provided to all retirees who participate in this program by the

Township of Hamilton.

5. Unused Sick Leave in the Event of Death

The Township will pay a lump sum cash payment equal to sixty percent (60%) of the unused sick leave to the estate of any officer who dies prior to retirement, not to exceed fifteen thousand dollars (\$15,000).

6. Incidental Leave

a. Funeral Leave

1. Employees shall be entitled to funeral leave with pay for a period not to exceed five (5) consecutive days to include the day of death or funeral of a member of the employee's "immediate family" or one (1) day, day of funeral, in the event of the death of a brother-in-law, sister-in-law, first cousins, aunt, uncle, nephew, grandchildren or niece of the employee. Such leave shall not be chargeable. Employees will be required upon request to submit proof of death for the purpose of receiving payment under this Article. Funeral services falling in the one (1) day category may be denied if the services are not attended by the employee.

2. It is intended that the above payment be made for such period only that the employee would actually have been working to the end that the employee will either receive the death benefits hereunder or holiday pay, vacation pay, military pay, jury duty pay or disability benefits, as the case may be.

3. Upon the approval of the Chief of Police, necessary travel time, not to exceed two (2) days, shall be allowed an officer in the event of death in his immediate family. This travel time shall be in addition to the aforementioned allotted time specified above.

4. Under exceptional circumstances death leave may be granted by the Chief of Police upon the death of any other persons.

b. Personal Leave

1. An Employee is entitled to five (5) personal days per calendar year. Request for such leave shall be made twenty-four (24) hours in advance before the day or days requested. Permission shall be granted or denied on the basis of potential workload, manpower requirements and emergencies and shall not be withheld arbitrarily. An employee who ends the year without having utilized all personal days up to 2 days in that year and who has been refused at least twice for personal leave shall have the option of carrying those days into the next year. Personal days shall be prorated for persons retiring during the calendar year for which they will receive full credit for the year's personal days on January 1<sup>st</sup> of retirement year.

2. An employee who has separated his employment shall be entitled to personal day allowance for the current year prorated on the number of months worked in the calendar year in which the separation becomes effective and any personal leave which may have been carried over from the preceding calendar year or years. Whenever a permanent employee dies, having any earned personal leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate of the time of his death, as soon as practicable within a reasonable time.

3. Personal leave should be granted at the time of hire and prorated for the calendar year according to the date of hire.

c. Military Leave

Leave for military purposes shall be granted in accordance with Rule 4A:6-1.11 of the N.J. Civil Service Rules, Title 4, or New Jersey statutes, whichever gives greater benefits to the employee. The Township shall not reschedule any employee's regular leave, vacation or scheduled day off in order to conform to the days in which the employee must fulfill his scheduled military obligation.

d. Leave of Absence

An employee may take a leave of absence without pay not to exceed nine (9) months. A written request for a leave of absence shall be filed with the Chief of Police one (1) month in advance of said leave, if possible, and permission shall be granted or denied on the basis of potential workload, manpower requirements, and emergencies.

7. All leave time except Personal Leave and Funeral Leave, including accumulated time, shall be converted to hours. Employees using leave time shall be charged for the actual hours used.

ARTICLE XII

PENSION

The Employer shall continue to provide contributions to employees' pension fund in accordance with the Laws of the State of New Jersey and the Administrative Regulations of the State of New Jersey.

ARTICLE XIII

INSURANCE

1. Health and Welfare

a. The Employer shall continue to provide medical insurance, including prescription, dental and vision. Pursuant to P.L. 2011 c. 78, though, employees are now required to contribute a portion of their salaries towards the costs of health insurance at a rate set forth in Chapter 78. Employees will be offered the Open Access POS (OAPOS) during the annual open enrollment period at no additional cost other than contributions mandated by Chapter 78 and to standard policy provisions i.e. co-pays, deductibles and out of pocket costs. If an employee chooses to enroll in any Plan other than the OAPOS Plan, they shall be required to pay the cost differential, if greater, between the OAPOS and the Plan selected as set forth and in accordance with the attached proposals concerning health benefits.

b. The Employer shall provide all employees and their dependents with a

Prescription Program. Employees shall be required to pay a prescription co-payment for a thirty (30) day supply of \$10.00 for generic drugs, \$20.00 for preferred drugs and \$25.00 for brand name drugs and a prescription co-payment for a ninety (90) day supply of \$15.00 for generic drugs, \$30 for preferred drugs, and \$37.50 for brand name drugs when using mail order service.

c. A UCR Dental Care Program which includes the option of an HMO program will be provided for the employees and their dependents.

d. The employer shall provide a vision care program to the employee and their dependents as provided to other Township employees.

e. The Township shall provide full medical and drug plans for retired employees and their families in accordance as set forth in this Agreement. The Township agrees to allow present retirees not eligible for a prescription card to submit prescription costs to Major Medical for payment.

g. Employees who demonstrate alternate health benefit coverage may opt out of the Township's Health Benefit Program and shall receive payment as set forth by ordinance. Waiver of health care shall be regulated by Township Ordinance in accordance with Title 40A:10-17.1.

h. Where dual coverage is currently provided to both spouses employed by the Township. The spouse whose birthday is earlier in the year (month and day, not year of birth) will continue to receive coverage and will be responsible for payroll deductions as required by statute.

## 2. Term Insurance

In addition to the existing life insurance available through the State of New Jersey and all other existing plans the Township shall purchase for the benefit of all members of the Division term insurance in the amount of \$20,000.

3. Legal Fees

All fees incurred by an employee for the defense of any action or legal proceeding in accordance with N.J.S.A. 40A:14-155 shall be paid by the employer. The employee may hire an attorney of his/her choice provided however, that the amount of said legal fees shall be mutually agreed upon by the employee and the employer prior to the hiring of the attorney. The employer shall pay for said legal fees only in accordance with the statute.

4. Funeral Expenses

In the event an Officer is killed in the line of duty, or dies from injuries sustained while in the line of duty, the Township shall immediately pay the sum of \$5,000.00 toward funeral and connected expenses to his surviving spouse and/or dependents or if none, to his heirs and/or estate, regardless of amounts paid from other collateral courses.

5. Off Duty Disability Coverage

a. The Employer shall provide each employee with full pay as per Article XI, Section 2, paragraph C of this agreement, if the injury is sustained upholding the laws of State of New Jersey and/or the Township of Hamilton and is substantiated by the Township of Hamilton and is substantiated by the Township physician. The Township may require periodic examinations during this injury period.

b. The Employer agrees to pay employees at one-half their regular rate of pay during periods of disability due to illness or injury occurring outside of employment for a maximum period of one hundred and fifty (150) working days. Prior to such payment, the employee must exhaust all sick days, vacation days and compensatory time. Upon presenting a claim for sick leave, the employee must present a medical certificate signed by a licensed Medical Doctor indicating the nature of the illness or injury and an indication of when the employee will be able to return to normal duty. The Township reserves the right to employ its own medical doctor to render his own judgment, provided that any substantial difference in opinion between the treating

physician and the Township's physician shall be resolved by submitting the matter to a third physician mutually selected. The expense will be shared jointly by all parties involved.

c. During the time of half pay disability, all other benefits will continue in force during said disability, except that credited sick leave and vacation and personal days will be prorated accordingly.

d. Claims may not be made for illness or injury resulting from a job condition which is being treated under workmen's compensation claim. Any monies received under this provision where claims are filed under worker's compensation, then in that case, all money shall be immediately refunded to the Township dollar for dollar. Anyone collecting under this provision and filing, collecting and not refunding the Township for worker's compensation, as well, is subject to disciplinary action for abuse of this benefit. In the event that the Township employs female officers, no claims under this section may be presented in any case rested to pregnancy. Any monies received from Worker's Compensation by the officer to compensate him for permanent disability shall be the property of the officer.

e. Any employee found guilty of abuse of sick leave within the past twelve (12) month period shall not be eligible for half pay disability under this section.

#### ARTICLE XIV

#### GENERAL PROVISIONS

1. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either, or both, of the parties at the time they negotiated, executed and ratified this Agreement.

2. If any provision of this Agreement is subsequently declared to be unlawful, unenforceable, or not in accordance with applicable statutes or in conflict with any law, rule or regulation, then the parties will not be bound by the provision, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree immediately to discuss the invalidated portion thereof, consistent of the item deemed illegal, etc., and negotiate a substitute item.

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

#### ARTICLE XV

#### PERSONNEL FILE

1. All officers shall have access to their personnel file, and any Summary Report of an Internal Affairs investigation in which they were a suspect. The Officer may submit rebuttal material as desired. This shall be done during normal business hours and when the employee is off duty unless circumstances do not permit otherwise.

2. The Township shall not allow anyone, with the exception of the Personnel Division, Township Administrator, Township Attorney while on official business, Chief of Police or his designee, to read, review, have a copy of, or in any way peruse any employee's personnel file which is kept by the Police Division and Personnel Division.

3. Neither unsubstantiated or unfounded complaints nor any information in regard thereto shall become part of an officer's official personnel file. No adverse material shall be inserted into any file of the officer, unless the officer has an opportunity to review, receive a copy of and comment in writing upon the adverse material, unless the officer waives these rights in writing. In the event the result of a disciplinary proceeding is finally determined in favor of the officer, then, and in that event, any and all material concerning the disciplinary proceeding shall be immediately and permanently expunged from the officer's official records. Records concerning



the nature and evidence in a disciplinary proceeding which is finally determined to be in favor of an officer may be kept by the Township in separate and distinct files for historical purposes.

ARTICLE XVI  
POLITICAL ACTIVITY

Except when on duty or when acting in his official capacity, no officer shall be prohibited from engaging in political activity.

ARTICLE XVII  
SAFETY COMMITTEE

1. The parties agree to develop a Standing Safety Committee of five (5) persons which include, one (1) from the Central Department of Administration, two (2) from Police Administration and two (2) from the Association, to confer on a regular basis with a view to maintaining safe equipment and working conditions.
2. Recommendations are to be submitted to the Chief of Police and the President of the Association. Recommendations will then be discussed by the Chief and the President for possible corrections and additions recommended by the committee.
3. The President of the Association shall, at any reasonable time, be allowed to fully check any and all pieces of equipment to include, but not limited to, vehicles, shotguns, fire extinguishers, oxygen tanks, radios, etc., to insure that they are operating in a safe and efficient manner. Said inspections shall not interfere with the operations of the Police Division.

ARTICLE XVIII  
SECONDARY EMPLOYMENT

1. An employee may accept and be employed in any occupation during his off-duty hours, provided such occupation is not in violation of any federal, state or local law, and provided that such occupation does not cause a conflict of interest with his job as a police officer. The Police Chief shall determine if such a conflict exists.
  
2. The employee shall notify the Chief's Office whenever off-duty employment has been accepted.

ARTICLE XIX  
EQUIPMENT OPERATION AND SAFETY

1. The Township and the Association agree and recognize that the safety of the members of the police force is paramount and of major concern. The Township hereby agrees that it will maintain all equipment in safe operating condition when in service. No employee shall be required to use or operate a piece of equipment which is not in safe operating condition.
  
2. No employee shall be required to perform any non-office function without proper radio communication at his disposal. No employee shall be required to use or shall be disciplined for refusal to transport a violent prisoner without cage protection.

ARTICLE XX  
RULES AND REGULATIONS

1. Recruits shall be provided with a copy of all of the Division's rules and regulations.
  
2. The Township shall not issue any orders or directives, written or unwritten, that would

alter the intent or language in this Agreement.

3. Both parties agree to develop a committee of six (6) people, three (3) appointed from each party to meet and confer at least once a year to review and update the rules and regulations of the division and submit its recommendation to the Chief of Police for possible changes and additions to the Manual.

#### ARTICLE XXI

#### HEADQUARTERS EATING FACILITIES

The Township shall provide an area in the Police Headquarters to be used as a rest area with eating and drinking facilities.

#### ARTICLE XXII

#### TRAINING

A committee will be formed of the Administration, Central Administration and the Association, concerning monthly meetings and the results and subjects of the committee to be proposed and implemented. This committee would encompass Safety and Equipment, Training, and Scheduling provisions of the contract.

#### ARTICLE XXIII

#### OFF DUTY POLICE ACTION

1. Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a member of the force on his time off, while in the State of New Jersey, which would have been taken by an Officer if present or available, shall be considered as Police action, and the employee shall have all of the rights and benefits concerning such action as if he were on active duty.

2. The Township of Hamilton and Hamilton Township PBA, Local 66, have agreed that sworn police personnel covered by the Agreement shall be fully indemnified and defended by the Employer for all circumstances in which said Employees render first aid, whether on or off duty.

ARTICLE XXIV  
POLICE SERVICES

All requests for services of Police Officers while off duty that may be addressed to the Township shall be forwarded to the Police Department for posting. Any time there is a road opening or significant street repair as determined by the Chief of Police or his designee, the Township agrees to require as a condition of the letting of the job that the Contractor agreed to provide at least one (1) Police Officer to provide public safety and security at the location of the work site.

ARTICLE XXV  
MATERNITY LEAVE

1. Scope: All employees.
  
2. General Policy
  - a. Maternity Leave Without Pay shall be granted for a period of six (6) months, provided the request for such leave is made in writing to the Personnel Division no later than the fourth (4<sup>th</sup>) month of pregnancy and approved by the Administration. Sickness due to pregnancy shall be covered under the sick leave regulations covered by the Department of Personnel rules.
  
  - b. Hospitalization and Medical-Surgical and Life Insurance coverage will be continued in force and paid for the first three (3) months of leave. Thereupon it will be employees' responsibility to pay the premiums.
  
  - c. If the employee is enrolled in the Health Maintenance Organization the Township will pay the cost of her insurance for the first three (3) months, but the employee must make arrangements to pay her monthly premium directly to the Township.
  
  - d. The Drug Prescription Program will continue in effect for the first three (3) months of Leave Absence without Pay.
  
  - e. Light duty shall be made available where the employee supplies a doctor's note.

ARTICLE XXVI  
BILL OF RIGHTS

All employees covered under this Agreement shall be entitled to the protection of this article, the purpose of which is to assist in the Division's investigation and resolution of complaints of police misconduct that originate with private citizens or generated by the supervisors, officers and employees of the Division. The wide-ranging powers and duties given to the Division and employees on and off duty involve them in all manner of contacts and relationship with the public. Of these contacts come many questions concerning the actions of members. These questions often require investigation by Superior Officers and/or Internal Affairs Unit. To insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

a. Advance Notice

1. Prior to being interviewed regarding an investigation on criminal or administrative charges which could lead to a suspension, fine, demotion, dismissal and/or criminal charges, an employee shall:

- a. Be advised that he or she is being questioned as the subject of an investigation into potential violations of department rules and regulations, or fitness for duty. He or she should be advised of the subject matter under investigation, and that he or she will be asked questions specifically related to the performance of his or her official duties.
- b. Be afforded an opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Association.

c. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation, or when criminal culpability is not at issue, advance notice shall be given the officer not less than twelve (12) hours before the initial interview commences or subsequent written reports are required from the officer.

b. Rights of Employees While Under Investigation

Whenever an employee is under investigation or subjected to interrogation by the Township on criminal or administrative charges which could possibly lead to a suspension, fine, demotion, dismissal and/or criminal charges, such investigation or interrogation shall be conducted under the following conditions:

1. Interviews should take place at the internal affairs office or a reasonable and appropriate location designated by the investigator. The subject officer's supervisor should be made aware of the time and place of the interview so the officer's whereabouts are known. Interviews shall be conducted at a reasonable hour when the officer is on duty, unless the seriousness of the matter requires otherwise.

2. The investigation and interview shall take place at the Hamilton Township Police Headquarters, or elsewhere if mutually agreed, unless the situation necessitates otherwise.

3. The employee under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present or to be present during the investigation. All questions directed to the employee shall be asked by and through only such interrogators as are reasonably necessary under the situation and only one interrogator at a time. The interrogation must be of reasonable duration, taking into consideration the complexity and gravity of the subject matter of the investigation. The officer must be allowed time for meal breaks and to attend to personal physical necessities.

4. The employee under this investigation shall be informed of the nature of

the investigation, and he shall be informed of the names of all the complainants unless such disclosure would jeopardize this investigation.

5. The officer, at his request, may have an Association Representative appointed by the majority representative, PBA, Local No. 66 present to witness the interview or interrogation provided the representative does not participate in the interview. The investigating officer or officers shall be required to advise the officer being investigated of this particular right.

6. The employee under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.

7. Any interrogation of an employee conducted at the Police Station, or if not at the Police Station, wherever feasible, including recess periods, shall be recorded either by audio or video, and there shall be no unrecorded questions or statements and the officer shall be afforded a copy of the complete transcript and/or copy of the video and/or audio tape of interrogation proceedings upon the employee's request. A transcript or copy of the recording shall be made available to the officer, if applicable, at the appropriate stage of a criminal or disciplinary proceeding. If the subject officer wishes to make a recording of the interview, he or she may do so, and a copy of the recording shall be made available to the department upon request, at the agency's expense.

8. If the employee under interrogation is under arrest, or if there is any possibility the employee is to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogatories.

9. At the request of the employee under interrogation, he shall immediately have the right to be represented by counsel, who shall be present at all times during such interrogation.



10. Any questions asked of officers during an internal investigation must be “narrowly and directly” related to the performance of their duties and the ongoing investigation. Officers must answer questions directly and narrowly related to the performance of their duties. All answers must be complete and truthful. However, officers cannot be compelled to answer questions having nothing to do with their performance as law enforcement officers, questions that do not implicate a rule or regulation violation or questions unrelated to the investigation. At the conclusion of the interview, the investigator should review with the subject officer all the information obtained during the interview, to alleviate any misunderstandings and to prevent any controversies during a later hearing or trial.

11. No officer shall be required to take any lie detector or other truth detecting test as a condition of the investigation, interview, interrogation or of continued employment.

c. When the Investigation Results in Charges Being Filed:

1. The officer, upon request, will be furnished with a copy of the report of the Internal Investigation which will contain all material facts and accusations of the matter.

2. The officer will be furnished with names of all witnesses and complainants who may appear against him and/or whose statements may be used against him.

d. When Disciplinary Action Results

1. When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed in the officer's Personnel File.

2. No demotion, suspension, or other monetary punitive measure excluding dismissal shall be taken against an officer unless he is notified of the action and the reasons

therefore seven (7) days or more prior to the effective date of such action.

3. All the regulations and laws of the State of New Jersey and the State Civil Service Commission shall be adhered to.

e. Human Factor

All terms of this Agreement shall continue to be administered with the fact and knowledge that human beings are being employed with the rights of human beings in this agreement, in law and morality and to be treated by both the Township and members of the Association in such a way as to connote this fact of reality.

f. Investigations shall meet standard operating procedures for the Division of Police.

g. All records and references to written reprimands, oral reprimands and counseling forms shall be expunged not later than one (1) year following their date of issuance. No record of such reprimand shall remain.

ARTICLE XXVII  
TERM OF AGREEMENT

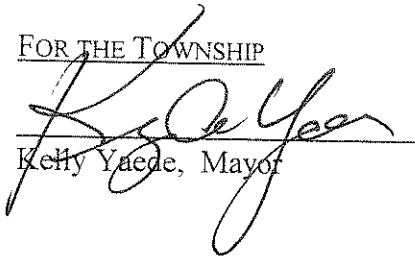
1. This Agreement shall have a term from July 1, 2013 through December 31, 2016. If the parties have not executed a successor Agreement by December 31, 2016, then this Agreement shall continue in full force and effect until a successor agreement is executed, except as superceded by state or federal law. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

2. Continuation of Benefits Not Covered by this Agreement

All benefits, terms and conditions of employment presently enjoyed by Employees hereunder that have not been included in this Agreement shall be continued in full force and effect.

IN WITNESS whereof, the Employer and Association have caused this Agreement to be signed by their duly authorized representatives.

FOR THE TOWNSHIP

  
\_\_\_\_\_  
Kelly Yacoe, Mayor

  
\_\_\_\_\_  
John Ricci, Administrator

FOR THE HAMILTON TOWNSHIP PBA, LOCAL NO. 66

  
\_\_\_\_\_  
Steven Gould, PBA President, Local 66

**SCHEDULE A**  
**SALARY GUIDE**

	July 1, 2013	Jan. 1, 2014	July 1, 2015	July 1, 2016
	Increment 0.0%	1.5%	1.5%	2.0%
<b>Step</b>				
<b>15</b>				115,388.00
<b>14</b>		111,453.00	113,125.00	113,125.00
<b>13</b>	109,806.00	109,806.00	109,806.00	109,806.00
<b>12</b>	102,338.00	102,338.00	102,338.00	102,338.00
<b>11</b>	98,603.00	98,603.00	98,603.00	98,603.00
<b>10</b>	94,869.00	94,869.00	94,869.00	94,869.00
<b>9</b>	91,135.00	91,135.00	91,135.00	91,135.00
<b>8</b>	87,401.00	87,401.00	87,401.00	87,401.00
<b>7</b>	83,665.00	83,665.00	83,665.00	83,665.00
<b>6</b>	79,929.00	79,929.00	79,929.00	79,929.00
<b>5</b>	73,648.00	73,648.00	73,648.00	73,648.00
<b>4</b>	67,368.00	67,368.00	67,368.00	67,368.00
<b>3</b>	63,750.00	63,750.00	63,750.00	63,750.00
<b>2</b>	60,200.00	60,200.00	60,200.00	60,200.00
<b>1</b>	56,616.00	56,616.00	56,616.00	56,616.00
<b>ENTRY</b>	53,032.00	53,032.00	53,032.00	53,032.00
<b>TRAINING</b>	48,000.00	48,000.00	48,000.00	48,000.00

This Wage Guide represents no wage increase from July 1, 2013 to December 31, 2013. Officers hired before July 1, 2013 will have their step as of June 30, 2013 re-designated as follows:

<u>Old Step</u>		<u>New Step</u>
Academy	→	Training
Probation	→	Step 4
Level 1	→	Step 6
Level 2	→	Step 8
Level 3	→	Step 10
Level 4	→	Step 12
Level 5	→	Step 13

