

Contract no: 695

A G R E E M E N T

between

TOWNSHIP OF MARLBORO

MONMOUTH COUNTY, NEW JERSEY

and

PBA LOCAL NO. 196

JANUARY 1, 1991 through DECEMBER 31, 1992

LAW OFFICE

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PREAMBLE

This Agreement entered into this _____ day of _____ 1991, by and between the Township of Marlboro, in the County of Monmouth, a municipal corporation of the State of New Jersey, hereinafter called the "Township", and PBA Local 196, hereinafter called the "Association", P.O. Box 278, Morganville, New Jersey 07751, represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Association as the sole and exclusive representative of all the employees in the bargaining unit as herein defined, for the purposes of collective bargaining and all activities and processes relative thereto.

B. The bargaining unit shall consist of all Patrolmen of the Police Department of the Township of Marlboro, New Jersey, now employed or hereafter employed. For the purposes of this Agreement the terms police officer, employee or employees shall refer to all members of the bargaining unit as defined herein.

C. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association or any recognized representative of the Marlboro Township Police Department or members thereof.

D. This Agreement shall govern all wages, hours and others terms and conditions of employment herein set forth.

E. This Agreement shall be binding upon the parties hereto, and their successors.

ARTICLE II
MANAGEMENT PREROGATIVES

A. The Township of Marlboro hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees, providing any such rule or regulation is not inconsistent with any negotiable provision of this Agreement.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law, and this Agreement.

6. To layoff employees in the event of lack of work or funds, so long as such lack of work or funds in bona fide.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE III

RULES AND REGULATIONS

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

ARTICLE IV

DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the Township or by any of its agents against the Association or against the employees represented by the Association because of membership activity in the Association. There shall be no discrimination or coercion by the Association or any of their agents against any employee covered by this Agreement because of membership or non-membership in the Association. Nor shall the Township discriminate in favor of, or assist, any other labor or police organization which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees. Neither the Township nor the Association shall discriminate against any employee because of race, color, creed, sex, age or national origin. The Township will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

ARTICLE V
ENLISTMENT AGREEMENT

A. All newly hired employees will receive basic employee training at Township expense, and shall reimburse the Township for the costs of basic training, and for such additional expenses incurred by the Township in connection with said employment and basic training, provided said employee terminates his employment with the Township within three (3) years from the date of entry in the Police Academy and becomes employed elsewhere in police related work.

B. In lieu of itemizing expenses, the Township and Association agree that the maximum reimbursement required of any employee terminating employment with the Township shall be three thousand (\$3,000.00) dollars. Reimbursement shall be calculated on a prorated, per diem basis. The maximum reimbursement amount shall be reduced by the per diem rate for every day the employee retains his employment with the Township, up to the three (3) year period which commences with the employee's entry into the Police Academy.

C. There shall be no reimbursement required in the event the employee is terminated or separated from employment with the Township for any of the following reasons:

1. Involuntary separation.

2. Receipt of orders to report for military service, other than training duty, upon submission of proof to the Township.

3. Disability impairing full performance as an employee. The employee must submit to the Township acceptable medical evidence verifying said disability. If the Township disputes the medical evidence, then the employee shall be sent to a physician mutually agreed upon by the Association and the Township. The cost of the physician shall be equally borne by the parties. The decision of this physician shall be final and binding.

ARTICLE VI

MAINTENANCE OF OPERATIONS

A. The Association hereby covenants and agrees that during the term of their Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township.

B. The Association agrees that it will make every reasonable effort to prevent its members from participation in any strike, work-stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Township, and that the Association will publicly disavow such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members. If Association

officers carry out the requirements set forth in Paragraph B, then the Association will not be liable for damages.

D. The Township agrees that it will not engage in the lockout of any of its employees.

ARTICLE VII
GRIEVANCE PROCEDURE

A. Complaints may be initiated by an individual employee to the Chief of Police or his Deputy. If the complaint is not adjusted satisfactorily and the employee wishes to initiate a grievance, it shall be presented by the authorized Association representative.

B. 1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

2. No grievance may proceed beyond Step 3 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulations, incorporated by reference in the Agreement either expressly or by operation of law, shall not be processed beyond Step 3 herein.

C. When an individual employee or the Association wishes to present a grievance, the grievance shall be presented in accordance with the following procedure:

Step 1: The aggrieved or the Association President or his designated representative shall file a written grievance

within forty-five (45) calendar days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee or the Association President or his designated representative, and the Chief of Police. Failure to act within said forty-five (45) calendar days shall be deemed to constitute an abandonment of the grievance. The Chief of Police shall answer the grievance in writing within ten (10) calendar days of its filing.

Step 2: If a grievance is not resolved at Step 1, or if no answer has been received by the Association within the time set forth in Step 1, the aggrieved or the Association President or his designated representative may present the grievance in writing within seven (7) calendar days thereafter to the Township Labor Attorney and/or Township Business Administrator. The written grievance at this Step shall contain the relevant acts and the applicable Section of the contract allegedly violated and the remedy requested by the grievant. The final decision of the Township Business Administrator shall be given to the Association in writing within fourteen (14) calendar days after receipt of the grievance by the Township Labor Attorney or Township Business Administrator.

Step 3: If the grievance is not resolved at Step 2, or if no answer had been received by the Association within the time set forth in Step 2, the aggrieved or the Association President or his designated representative may present the grievance in

writing within seven (7) calendar days thereafter to Mayor or his designated representative. The written grievance at this step shall contain the relevant facts and the applicable section of the contract allegedly violated and the remedy requested by the grievant. The final decision of the Mayor shall be given to the Association in writing within fourteen (14) calendar days after receipt of the grievance by the Mayor.

Step 4: If the grievance is not settled through Steps 1, 2 and 3, either party shall have the right to submit the dispute within forty-five (45) days to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses, including but not limited to the presentation of expert witnesses, shall be paid by the parties incurring same.

D. 1. The parties may direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

E. Reasonable disclosure will not be withheld involving internal Township correspondence, providing it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself.

F. Any employee who elects to file an appeal with the Department of Personnel on a matter which is contractually arbitrable, shall waive his/her rights to the final step in this Grievance Procedure, unless it is determined that the Department of Personnel is not the proper forum to hear the appeal.

G. Disciplinary matters shall be arbitrable to the extent permitted by law.

ARTICLE VIII

DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Township Treasurer, during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice withdrawal shall be effective to

halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. 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.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following 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 must also be furnished to the New Jersey Public Employment Relations Commission.

H. 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 cost of benefits financed through the dues and 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.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective bargaining negotiations and contract administration, and to secure for the employee it represents advances in wages, hours and other conditions of employment which

ordinarily cannot be secured through collective negotiations with the Township.

J. Prior to January 1 and July 31 of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. 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.

L. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE IX
BILL OF RIGHTS

A. 1. Employees covered by this Agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

2. The wide ranging powers and duties given to the Department and its member involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

a. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.

b. The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegation should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.

c. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also

be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

d. The complete interrogation of the employee shall be recorded mechanically or by the Department stenographer. There will be no "OFF THE RECORD" questions. All recesses called during the questioning shall be recorded.

e. The employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

f. If an employee is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

g. In all cases and at every stage of the disciplinary proceedings or investigations where disciplinary action is being contemplated by the Township, in the interest of maintaining the usual high morale of the force, the Township shall afford an opportunity for an employee, if he so requests, to consult with and have present his Association representative(s) before being questioned concerning a violation of the Rules and Regulations.

ARTICLE X

DISCHARGE OR SUSPENSION

A. No employee shall be disciplined, discharged or reduced in rank or compensation without just cause.

ARTICLE XI

HOURS OF WORK AND OVERTIME

A. 1. The workday shall consist of not more than eight (8) consecutive hours in a 24-hour period. The work week shall consist of five (5) consecutive 8-hour days followed by two (2) days off for a period of two (2) weeks. In the third week of each cycle, the work shall consist of five (5) consecutive 8-hour days, followed by three (3) days off. Each workday consisting of eight (8) hours shall include a one half (1/2) hour meal period.

2. In extenuating circumstances, and with the written approval of the Association, an employee may agree to temporary shift rotation other than that currently provided by contract. Such changes shall not exceed thirty (30) calendar days, but shall be renewable upon agreement of both the Association and the Township. Any such shift shall include necessary computation changes in areas such as overtime.

B. Whenever an employee is required to work overtime in excess of and in continuation of his regular day's shift, he shall be compensated as follows:

1. Employees shall be compensated at the rate of one and one half (1 1/2) times his regular hourly rate of pay for all times worked in excess of and in continuation of his regular day's shift.

2. Employees shall have the option of receiving overtime pay pursuant to section B1 above, or accumulating up to a maximum of eighty (80) hours compensatory time. The rate of

compensatory time will be at the same rate as paid time. This provision shall not apply to holidays as covered in Article XIV, C2.

3. After accumulating the maximum amount of compensatory time pursuant to Section B2 above, all overtime must be paid.

4. All compensatory time accumulated by employees prior to October 25, 1988, shall be grandfathered and shall not count towards or be part of the eighty (80) hour compensatory time maximum.

5. If an employee has no compensatory time on the books, he/she can apply to Chief of Police to convert an unused holiday or vacation day into eight (8) hours compensatory time. Approval of this procedure shall be at the sole discretion of the Chief of Police or his designee.

C. If an employee is recalled to duty or is called to duty on an off duty day, he shall receive a minimum guarantee of four (4) hours compensation at the overtime rate, provided said recall duty is not contiguous with the employee's normal shift.

D. 1. In the event an employee is required to testify or appear in court or before any Grand Jury during his off-time, then he shall receive a guaranteed minimum call-back of two (2) hours pay or time at his/her respective overtime rate, regardless of whether or not said appearance is contiguous with the commencement of the employee's normal shift, plus the additional overtime compensation in accordance with this Article for all

time spent in Court or before said Grand Jury beyond two (2) hours.

2. Said employee shall not be required to perform any additional tasks or duties beyond his/her Court appearance, nor shall the employee be required to remain beyond the time in Court should the actual time be less than the two (2) hour minimum. This shall be in addition to any compensation received in accordance with Section I of this Article.

E. For purposes of overtime, whenever an employee is required to give up non-scheduled time, it shall be considered work.

F. As far as practicable, overtime shall be distributed equally amongst bargaining unit employees.

G. Overtime shall continue to be distributed on a rotating basis by seniority.

H. 1. Employees will attend a maximum of four (4) division meetings per year. These meetings are not to exceed three (3) hours, unless employees are compensated with overtime pay. The employees will be compensated for attending these meetings during their off-duty hours by receiving hour for hour compensatory time up to the three (3) hour limit.

2. The Township also agrees to the following:

a. No meetings will be held on legal holidays or on the day before and the day after said holiday.

b. No employee will be required to attend division meetings if said employee is on vacation, holiday or sick time off.

c. No employee may be required to perform any work function during meetings if said employee is off duty.

d. Meetings will be held between the hours of 0800 and 2100 hours.

e. There will be a minimum of seventy-two (72) hours notice of a meeting prior to that meeting.

I. Employees shall be considered (on call) for Court from 9:00 a.m. to 4:00 p.m. Employees shall be compensated for such "on call" time at their straight time base hourly rate on an hour for hour basis from 9:00 a.m. until 4:00 p.m.. unless released earlier. It is understood that an employee who is on call must remain at his residence. If an employee fails to remain at his residence, he shall receive no compensation for the "on call" time.

J. 1. Effective retroactive to January 1, 1991, for the purpose of calculating overtime, an employee's base salary plus any longevity entitlement and/or educational incentive shall be divided by 2,080.00.

2. Effective January 1, 1992, for the purpose of calculating overtime, an employee's base salary plus any longevity entitlement and/or educational incentive shall be divided by 1,991.00.

ARTICLE XII

SALARIES

A. Effective January 1, 1991, the annual base salaries to be paid to all bargaining unit employees shall be as follows:

<u>CLASSIFICATION</u>	<u>BASE SALARY</u>
Step Five (5)	\$40,603.00
Step Four (4)	\$37,419.00
Step Three (3)	\$34,237.00
Step Two (2)	\$31,054.00
Step One (1)	\$27,872.00
Probationary Patrolmen	\$24,688.00

B. Effective January 1, 1992, the annual base salaries to be paid to all bargaining unit employees shall be as follows:

<u>CLASSIFICATION</u>	<u>BASE SALARY</u>
Step Five (5)	\$43,243.00
Step Four (4)	\$39,851.00
Step Three (3)	\$36,462.00
Step Two (2)	\$33,072.00
Step One (1)	\$29,683.00
Probationary Patrolmen	\$26,293.00

C. Step increases shall be effective on the employee's anniversary date.

D. The salaries listed herein shall be deemed to have full force and effect as if they had been approved through, and included in, a municipal salary ordinance.

ARTICLE XIII

LONGEVITY

A. 1. In addition to an employee's regular salary, he shall receive a longevity increment to be added to his base salary as follows:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>LONGEVITY INCREMENT</u>
After five (5) continuous years	2.5%
After ten (10) continuous years	5.0%
After fifteen (15) continuous years	7.5%
After twenty (20) continuous years	10.0%

2. Effective December 31, 1992, in addition to an employee's regular salary, he shall receive a longevity increment to be added to his base salary as follows:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>LONGEVITY INCREMENT</u>
After five (5) continuous years	2.5%
After ten (10) continuous years	5.0%
After fifteen (15) continuous years	7.5%
After twenty (20) continuous years	10.0%
After twenty-four (24) continuous years	12.5%

B. For the purpose of computing longevity, continuous years of service shall commence from the date of hire of the employee by the Township.

ARTICLE XIV

HOLIDAYS

A. The following shall be considered legal holidays during the term of this Agreement:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	National Election Day (once every 4 years)

B. The Township shall observe the above mentioned holidays and in addition thereto, the Mayor may, by executive order, decree such additional holiday periods he deems appropriate.

C. 1. Employees shall be paid at the rate of one and one-half (1 1/2) time their regular rate of pay for a minimum of four (4) to a maximum of six (6) of the holidays enumerated in Section A above, in addition to their regular day's pay. Employees shall receive said holiday pay in the last pay period in November. All time worked by an employee on a holiday outside of his/her regularly scheduled work day shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay for all time worked.

2a. Employees shall receive the remaining holidays as days off in lieu of holidays. These days off in lieu of holidays shall be granted by the Township as and when requested by the employee, except where the manpower needs of the Department preclude the granting of the day off. When an employee's request

for a day off in lieu of holiday is denied because of the manpower needs of the Department, the employee's request for another day off shall be granted as soon as possible after the request is made.

2b. An employee must apply for all days off in lieu of holidays by November 1. If the days off in lieu of holidays are not applied for by November 1, said days will be paid at straight time. However, the Chief of Police has the option, at his sole discretion, to schedule the employee to take all or some of the unapplied for days off in lieu of holidays between November 1 of that year and April 1 of the following year.

2c. Days off in lieu of holidays will be scheduled at least five (5) days in advance, except in case of emergency.

D. "Holiday" for those employees working the regular work shift shall be defined as the actual date of the holiday (i.e. Christmas is celebrated on December 25th.) "Holiday" for those employees working a straight "5-2" Monday through Friday shift shall be defined as the day the holiday is celebrated by other Township employees.

E. Employees terminating their employment with the Township or having their employment with the Township terminated by the Township shall be entitled to be paid for all holidays and holiday pay accrued on a pro-rata monthly basis.

F. All holiday time accumulated by employees prior to January 1, 1988, shall be grandfathered and shall not be subject to the procedure set forth in Section C of this Article.

ARTICLE XV

VACATIONS

A. Employees shall receive annual vacation leave in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 - 5 Years	12 Working Days
6 - 10 Years	15 Working Days
11 - 15 Years	18 Working Days
16 - 20 Years	21 Working Days
Over 20 Years	25 Working Days

B. 1. By November 1 of each year, a tentative annual work schedule for the following work year shall be provided.

2. Vacation requests submitted prior to December 1 shall be scheduled on a seniority basis. Any vacation requests submitted after December 1 shall be scheduled on a first-come-first-served basis.

3. The Chief of Police or his designated representative shall post a finalized schedule and notify the employee of his approved vacation by January 1. However, the Chief of Police or his designated representative reserves the right to change schedules to meet the needs of the Township.

4. The Chief of Police or his designated representative shall notify the employee at least five (5) days in advance of any change or modification of a vacation schedule.

C. The employee will give notice within twenty-four (24) hours to his travel agent if it is deemed necessary by management to cancel his vacation. If this cancellation should cause monetary loss to the employee, the employee will be reimbursed subject to the following:

1. Written proof that a twenty-four (24) hour notification was given to an agency or recreation facility.

2. In case of national or local emergency declared by an authorized official, the above would not apply.

D. Employees terminating their employment with the Township or having their employment with the Township terminated by the Township shall be entitled to be paid for all vacation time accrued but not used on a pro-rata basis.

ARTICLE XVI

PERSONAL DAYS

A. All bargaining unit employees may request up to a maximum of two (2) personal days per year for personal, business, household or family matters and shall be non-accumulative. Approval of said personal days by the Chief of Police or his designee shall not be unreasonably withheld.

B. Application for a personal day must be submitted at least twenty-four (24) hours in advance, except in case of an unforeseen circumstances. Personal leave will not be granted if it interferes with the manpower needs of the Department, except in case of emergency, which must be identified prior to approval and which the Township has the right to have verified.

ARTICLE XVII

SICK LEAVE

A. In the first year of employment, an employee shall be entitled to one (1) day of sick leave for each month of employment. Thereafter, sick leave shall accumulate on the basis of one and one-quarter (1 1/4) days per month, or fifteen (15) days per year. Sick leave may be accumulated from year to year.

B. Accumulated sick leave may be used by an employee for personal illness, exposure to contagious disease, or emergency attendance upon a member of the employee's immediate family who is seriously ill.

C. In the event that an employee utilizes all of his accumulated sick days, other bargaining unit employees may contribute a portion of their accumulated sick days for use by the employee. The Association shall assume the responsibility for acquiring sick day contributions, and shall notify the Township concerning the individuals contributing and the number of days contributed.

D. Any employee who shall be absent from work for five (5) or more consecutive working days for sick leave, or for more than fifteen (15) working days in any calendar year, may be required to submit acceptable medical evidence substantiating the illness. The Chief of Police, at his sole discretion, and at any time, may require the employee to submit acceptable medical evidence of proof of illness or may require the employee to undergo a

physical examination on Township time and at Township expense, whenever such a requirement appears reasonable to the Chief of Police, so long as said requirement is not arbitrary or capricious.

E. An employee shall report his or her absence at least two (2) hours prior to the start of his or her shift, where possible, except where circumstances prevent the employee from doing so. In those circumstances, the employee shall report his or her absence as promptly as possible. Where it is not possible to report the absence at least two (2) hours prior to the start of the shift, the employee shall report his or her absence at some point in time prior to the start of the shift.

ARTICLE XVIII

TERMINAL LEAVE

A. All employees retiring under the Policemen's and Firemen's Retirement System, or who die while employees of the Township, shall be paid for their unused accumulated sick leave on the basis of one (1) day's terminal leave pay for every three (3) accumulated days, not to exceed fifteen thousand one hundred eighty-seven (\$15,187.00) dollars. All terminal leave payments are computed upon the employee's base rate of pay at the time of retirement or death.

B. In order for an employee to be eligible for the benefits enumerated in Section A of this Article, the employee must be eligible for full retirement under P.F.R.S. or, at the discretion of the Mayor, be eligible for disability retirement under P.F.R.S.

C. An employee terminating his employment for any reason other than retirement under the P.F.R.S. or death shall not be reimbursed or any unused accrued sick leave.

D. In the event of death in the line of duty, the employee's estate shall be paid for the employee's unused sick leave on the basis of one (1) day's terminal leave pay for every (1) accumulated day, not to exceed fifteen thousand one hundred eighty seven (\$15,187.00) dollars.

E. At the Township's option, terminal leave shall be paid in one (1) lump sum or in equal bi-weekly installments at the

employee's base rate of pay at the beginning of the terminal leave period. Employees shall not continue to accrue any additional benefits, including salary increases, while on terminal leave.

ARTICLE XIX

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, which may commence between the day of death up to and including the day of the funeral, but in no event to exceed five (5) consecutive work days.

B. The term "immediate family" shall include spouse, father, mother, stepmother, stepfather, son, daughter, stepson, stepdaughter, brother, sister, stepbrother and stepsister.

C. In the event of death of the employee's mother-in-law, father-in-law, or grandparent, the employee shall be granted time off without loss of pay, which may commence between the day of death up to and including the day of the funeral, but in no event to exceed three (3) consecutive work days.

D. If additional time is needed by an employee to fulfill obligations in the event of a death in the family, he or she shall be permitted, with the approval of the Chief of Police, to utilize his or her accrued time off (vacation days, compensatory days, personal days) as extended bereavement leave.

E. In the event of a death of an employee's aunt, uncle, first cousin, brother-in-law or sister-in-law, the employee, upon the approval of the Chief of Police, shall be permitted to utilize his or her personal accrued time (vacation days, compensatory days, personal days), solely for the purpose of attending the funeral.

F. If extenuating circumstances exist, the Chief of Police and/or the Business Administrator may, at their sole discretion, extend the bereavement leave. In addition, the Chief and/or Business Administrator may, at their sole discretion, allow a bereavement period for persons not listed above who are related to the employee.

ARTICLE XX

ASSOCIATION BUSINESS LEAVE

A. Upon prior notice to the Chief of Police, or his designated representative, members of the Association's Grievance Committee (not to exceed a total of three (3) employees in number) may be permitted to conduct the business of the Committee, which consists of conferring with employees on specific grievances, and with the Township in accordance with the Grievance Procedure set forth herein, during the duty hours of the members without loss of pay or any other contractual benefit, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty employees to bring the Department up to its proper effectiveness.

B. Upon prior notice to the Chief of Police or his designated representatives, the Township shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during duty hours of the members, provided the conduct of said business shall not diminish the effectiveness of the Police Department.

C. The Township agrees to grant the necessary time off, without loss of pay, to the members of the Association selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

D. The Township shall grant time off, without loss of pay, to the Legislative Delegate to the New Jersey State Policemen's Benevolent Association, or his designee, to attend any State P.B.A. monthly meetings, Tri-County PBA meetings and County P.B.A. meetings which require his attendance. The President of the Association shall also be granted similar time off, subject to the approval of the Chief of Police, such approval not to be unreasonably withheld. The Township further agrees that the said President and Legislative Delegate, or one (1) designee, shall be granted time off, without loss of pay, to attend, in an official capacity, as representative of the Marlboro Township Policemen's Benevolent Association, Local 196, funerals for Police Officers who have given their lives in the course of their duties as Police Officers, provided that such attendance does not diminish the effectiveness of the Police Department or require the recall of off-duty employees to bring the Police Department up to its proper effectiveness.

E. The Association and its representatives shall have the right to use the municipal facilities at all reasonable hours for meetings. The Mayor or the Business Administrator shall be notified in advance of the time desired for all such meetings. Upon approval of the Mayor or the Business Administrator, a space will be allocated. The Association shall not displace any official meetings of the Township Government, whether scheduled or special.

F. An employee attending any meeting covered by this Article on his off-duty time shall do so voluntarily. The employee and the Association understand and agree that any such off-duty time spent shall not be compensated by the Township and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act.

ARTICLE XXI

INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. In the event injury leave is granted, an employee's accumulated sick leave shall not be reduced for the period of injury leave. In the event an employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Township. At the Township's option, the employee shall either surrender and deliver his entire salary payments, or the Township shall pay the difference.

2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing reinjury or a new injury.

B. Any employee who is injured, whether slight or severe, while working, must make an injury report to the Chief of Police

or the Officer in Charge prior to the end of the employee's shift, or, if that is not possible, as soon thereafter as is possible.

C. It is understood that the employee must file an injury report with the Chief of Police or Officer in Charge so that the Township may file the appropriate Workers' Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

E. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

F. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Township appointed physician. Then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the

employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. The Township, at its option, and upon certification by the Township appointed physician, may extend the injury leave for no more than one (1) additional year. The Township appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

ARTICLE XXII

CLOTHING AND EQUIPMENT - SUPPLY AND MAINTENANCE

A. The Township agrees to provide four (4) sets of uniforms for each employee and repair or replace them as deemed appropriate by the Chief of Police. The clothing will be obtained from an approved supplier. The replaced article must be returned to the Police Department. Maintenance of the clothing will be provided by the Township at approved cleaners. Repairs must be made by the Township.

B. An allowance for plain clothes for detectives will be determined by the Chief of Police on the basis of average replacement cost per year for each year of the contract.

C. If watches or correction lenses are broken during a tour of duty, the Chief of Police may authorize replacement subject to the following:

1. The incident is reported by the end of the tour, in writing, with a description of how it happened.

2. The broken lens or watch is handed in.

3. The Chief may choose the supplier of the lenses, and is not obligated to use the officer's supplier. No watch may exceed the cost of \$100.00.

ARTICLE XXIII

EDUCATIONAL BENEFITS

A. Any employee who attends school shall be reimbursed for the cost of his tuition or academic fees for all courses taken in the field of law enforcement or other approved areas of study. Said reimbursement shall be paid to the individual employee at the end of each semester. A copy of the educational institution's bill for tuition and books shall be submitted to the Department upon request. A grade of "C" or better is required for the employee to be eligible for 100% reimbursement. If the course is graded "pass/fail", a "pass" is required for the employee to be eligible for 100% reimbursement. No payment will be approved unless a grade of "pass", "A", "B", or "C" is obtained. Books will be reimbursed, but shall remain the property of the Township.

B. Any employee who obtains a degree in Police Science, Criminology, Police Administration, or other approved area shall receive, in addition to his specified salary, educational incentive pay to be added to such base salary for each and every year thereafter served with the Department. The amount of such educational incentive pay shall be six hundred fifty (\$650.00) dollars per annum for any two (2) year degree (sometimes referred to as an Associate's Degree) and the sum of eleven hundred (\$1100.00) dollars for any four (4) year degree. Said educational incentive pay shall be paid initially in the first calendar year in which the employee obtains the degree. In

addition, any employee who obtains a Master's Degree in Police Science shall receive one thousand five hundred fifty (\$1,550.00) dollars per annum.

ARTICLE XXIV

EMPLOYEE TRAINING

A. When the Township determines, in the exercise of its discretion, that specialized employee training is desirable and/or appropriate, it shall, where possible, endeavor to distribute such training on an equitable basis within each bureau of the Department.

B. The cost of training which is required by the Township shall be borne by the Township.

C. The Township reserves the right to assign a suitable Township vehicle for the purpose of transportation to and from assigned training sessions and other in-service schools.

D. The opportunity to participate in such training shall not be unreasonably denied.

ARTICLE XXV

LEGAL ACTIONS AGAINST POLICE OFFICERS

A. 1. In accordance with the provisions of N.J.S.A. 40:A:14-155, in the event an employee covered by this Agreement is charged with a violation of the law or in the event of a civil action which arises out of any act or omission committed by the employee in the course of his employment as an employee, the Township shall defray all reasonable costs of defending such action, including reasonable attorneys' fees and reasonable costs of appeal, if any. Any adverse judgment returned against such employee shall be paid by the Township and the employee shall be saved harmless and protected from any financial loss resulting therefrom.

2. If the Township can fully save harmless and protect an employee from any financial loss resulting from any legal action referred to in Section A1 above, then the Township has the option of legally representing, or providing legal representation for, the employee. This provision shall apply at any point prior to or during any such litigation.

3. If the Township can not provide the protection referred to in Sections A1 and 2 above, then the employee has the right to obtain his own legal representation. However, the Township's attorney shall be the "lead" attorney in the case in order to avoid duplication of effort and cost, and to minimize the costs to the Township of said legal representation. This

provision shall not limit the actions of the employee's attorney which said attorney feels necessary to protect the legal interests of the employees.

B. After prior notice to the Mayor, Business Administrator, and the Chief of Police, the employee may select an attorney of his choice for said representation at a maximum rate of one hundred sixty (\$160.00) dollars per hour. The Township may elect to pay more than the maximum per hour for attorney's fees, at its sole discretion.

ARTICLE XXVI

MEAL AND MILEAGE ALLOWANCE

A. 1. The Township agrees to provide a meal allowance of \$8.00 per day for required attendance at training schools, and for required appearances before county, state, and federal courts, grand jury, or any governmental agency. Whenever an employee is required to utilize his personal vehicle in connection with Township business, he shall be reimbursed at the going rate as determined by the Township for all Township employees. However, the rate shall not be less than \$0.25 per mile.

2. In order for an employee to be eligible for the meal allowance stated in Section A1 above, the employee must present a written receipt verifying the amount of the request.

B. Employees undergoing initial basic training at a Police Academy shall receive a meal allowance of \$5.00 without the necessity of a receipt.

C. No meal allowance will be given if a meal is included in the program, training session, court appearance, etc., or if the employee's appearance or time waiting at the proceeding is less than four (4) hours or is contiguous with the employee's normal work shift and said employee has had the opportunity to take a normal meal break prior to the appearance. If said appearance is contiguous, extends for four (4) hours or beyond, and the employee did not have the opportunity to take a normal

meal break prior to the appearance, then the meal allowance shall be paid in accordance with Section A-2 above.

ARTICLE XXVII

HEALTH AND LIFE INSURANCE

A. The Township agrees to continue the present health insurance coverage, which is presently supplied through the Connecticut General Life Insurance Company, with no change in the level of benefits for the life of this Agreement.

B. The Township agrees to pay the entire premium for the present dental insurance coverage for the life of this Agreement. Any increase in the premium above the premium in effect on December 31, 1992 shall be borne by the individual employee or the Association.

C. The Township agrees to continue to provide a group life insurance policy for each employee in an amount not less than twenty thousand (\$20,000.00) dollars. Said policy shall be terminated when the employee is no longer employed by the Township.

D. If at any time the Township shall decide to change policies, a representative of the Association will review the policies with a representative of management.

ARTICLE XXVIII

PENSION

A. The Township shall continue to provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XXIX

SENIORITY

A. Traditional principles of seniority shall apply to employees covered by this Agreement as to the selection of vacation periods and compensatory days off, and reductions in force, where the qualifications of the eligible employees are equal.

B. Seniority shall be one (1) factor considered as to promotion, where the qualifications of the eligible employees are equal, as determined by the Township, except where promotions are governed by Department of Personnel Statutes, Rules and Regulations

C. Seniority is defined to mean the accumulated length of service with the Department, computed from the date of certification by the Department of Personnel.

D. Seniority will be considered for work assignments. However, the final decision will remain with the Chief of Police.

E. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for a bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon.

F. Seniority shall be lost, and employment terminated, if any of the following occur: (a) discharge, (b) resignation, and;

(c) absence for five (5) consecutive calendar days without leave or notice of justifiable reason for failing to give same.

G. Failure to return promptly upon expiration of authorized leave without reasonable notice will subject the employee to disciplinary action.

H. The interpretation and application of this Article shall be in conformity with all applicable Statutes and Rules and Regulations.

ARTICLE XXX

BULLETIN BOARDS

A. The Association shall have the use of the bulletin boards located in Police Headquarters and the Special Service Bureau for the posting of notices relating to meetings and official business of the Association, and materials relating to the general welfare of the employees.

B. Only material authorized by the signature of the Association President or his designee shall be permitted to be posted on said bulletin board. *

C. The Township may notify the Association to remove from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE XXXI

MUTUAL AID

A. Employees, while rendering aid to another community at the direction of their superiors, are fully covered by workmen's compensation, liability insurance and pension as provided by the State Law.

ARTICLE XXXII

MAINTENANCE OF STANDARDS

A. In order to avoid the necessity for restating all terms and conditions of employment in the Agreement, it is agreed that all benefits, rights, terms and conditions of employment prior to January 1, 1984 shall remain in full force and effect unless specifically modified by this Agreement.

ARTICLE XXXIII

PERSONNEL FILES

A. The Township has established, and will continue to maintain, personnel files or confidential records maintained under the direction of the Chief of Police.

B. Upon prior notice to and authorization of the Chief of Police or his designee, all employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied.

C. The Township shall not insert any adverse material into any file of the employee unless the employee has had the opportunity to review, sign, receive a copy of and comment in writing upon the adverse material, unless the employee waives these rights.

D. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the employee's individual personnel file attached to the respective complaint, negative report, or disciplinary warning.

ARTICLE XXXIV

MISCELLANEOUS

A. The Township and the Association agree to discuss the training of all bargaining unit members by certified and competent instructors on the handling of AIDS victims. The Township and the Association also agree to explore the equipping of all police vehicles and police headquarters with appropriate AIDS kits and equipment in order to insure the health, safety, and welfare of the employee or employees handling AIDS victims.

ARTICLE XXXV

SAVINGS CLAUSE

A. In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXXVI
COPY OF AGREEMENT

The Township agrees that the Association has the right to use Township copying equipment to make copies of this Agreement.

ARTICLE XXXVII

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargained issues which were the subject of negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

SIDE-BAR AGREEMENT

The undersigned representatives of the Township of Marlboro and PBA Local No. 196 hereby understand and agree that the 1991-1992 collective bargaining agreement is being executed and implemented, even though some modification in language might be necessary with respect to Personal Days, Injury Leave, and Legal Representation.

All of the above-referenced issues are non-economic in nature and have been resolved by the parties. It is only the exact wording of the agreements in these areas which may need modification.

The parties agree that if any of these provisions require modification after the execution and implementation of the collective bargaining agreement, such modifications will be made and will become part of the 1991-1992 collective bargaining agreement.

TOWNSHIP OF MARLBORO

Margaret J. Margiotta

PBA LOCAL 196

Charles H. McBurnie, PRESIDENT

James F. [unclear], Delegate

ARTICLE XXXVIII

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1991, and shall remain in effect to and including December 31, 1992, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Marlboro, New Jersey on this 12th day of September, 1991.

TOWNSHIP OF MARLBORO

PBA LOCAL NO. 196

Saul G. H.
MAYOR

Charles H. Burns PRESIDENT

Evelyn W. Liccolini
MUNICIPAL CLERK

Frank G. Abate
COUNCIL PRESIDENT