

AGREEMENT

BETWEEN

PLAINSBORO TOWNSHIP

and

PLAINSBORO SOA

LOCAL 319A

JANUARY 1, 2008 THROUGH DECEMBER 31, 2010

Law Offices

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PREAMBLE

This agreement entered into this _____ day of January 2010, by and between The Township of Plainsboro, in the County of Middlesex, a Municipal Corporation of the State of New Jersey (hereinafter called the "Township"), and Plainsboro Township Superior Officer's Association, PBA Local No. 319A (hereafter the "Association"), represents the complete and final understanding on all bargained 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 full-time police sergeants and lieutenants employed by the Township, excluding all superior officers above the rank of lieutenant and any working employee for the purpose of collective bargaining and all activities and processes relative thereto.

B. It is the intention of the parties that this Agreement be construed in harmony with the PERC Act as amended, the laws of the State of New Jersey, the Ordinances and policies of the Township and the Rules and Regulations of the Township Division of Police.

C. Any condition of employment not directly addressed by this Agreement shall be governed by the ordinances and policies of the Township and the Rules and Regulations of the Plainsboro Township Division of Police.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions 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, facilities, and its employees 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 determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity 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 purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

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

5. To suspend, demote or take any other appropriate disciplinary actions against any employee for just cause according to law.

6. Nothing contained herein shall prohibit the Township from contracting out any work.

7. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, code of conduct as contained within the Rules and Regulations of the Police Department and practices in the furtherance therewith; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and hereby in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A: 1-1 et. seq., or any national, state, county or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment.

ARTICLE III

MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that during the term of this 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. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Association member shall entitle the Township to invoke any lawful remedy which may include:

1. Withdrawal of Association Recognition
2. Such activity shall be deemed grounds for termination of employment of such employee or employees.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned, or from supporting any such activity by any other employee or group of employees of the Township, and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliances with the Association order.

D. 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 in the event of such breach by the Association or its members.

ARTICLE IV

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. With regard to an employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees from the interpretation, application or violation of the terms and conditions of employment. With regard to the Township, the term "grievance" as used herein means a complaint or controversy over the terms and conditions of employment. The work day shall be defined as one in which all Township offices are open to conduct business.

D. 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: The Association shall institute action under the provisions hereof within ten (10) work days after the event giving rise to the grievance has occurred. The written grievance shall contain the relevant facts, copies of all correspondence relating to the matter in dispute, the applicable section of this contract violated, the remedy requested by the grievant and a summary of any preceding discussions between the employee and the immediate supervisor for purposes of resolving the matter informally. Failure to act within the ten (10)

days shall be deemed to constitute an abandonment of the grievance. The Police Chief shall respond in writing to the grievance within ten (10) working days of the submission.

Step Two: If the Association wishes to appeal the decision of the Police Chief such appeal shall be presented in writing to the Township Administrator within five (5) work days thereafter. This presentation should include copies of all previous correspondence relating to the matter in dispute. The Township Administrator shall respond in writing to the grievance within twenty (20) work days of the submission.

Step Three: Within seven (7) work days of the Administrator's decision, the Association may apply to the New Jersey State Board of Mediation ("Board") for binding arbitration. Alleged violations of this Agreement may be submitted to arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of the Board. Simultaneously, with application to the Board, the Association will send notice to the Township of its arbitration petition.

- a. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.
- b. The decision of the Arbitrator shall be binding upon the Township and the Association and the employee.
- c. The parties may direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

- d. The costs for the services of the Arbitrator shall be borne equally by the Association and the Township. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- e. 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 not have the authority to add to, detract from, or modify in any way the provisions of this Agreement or any amendment or supplement thereof.
- f. Only one (1) grievance at a time may be submitted to arbitration.

E. Upon prior notice and authorization of the Police Chief one designated Association Representative shall be permitted as a member of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. The decision on a grievance at any step shall rely on the material presented. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

G. Reasonable disclosure will not be withheld involving any correspondence from either party providing it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself.

ARTICLE V

SALARIES & LONGEVITY

A. Sergeants

1. Promoted Prior to January 1, 2010:

	<u>2008</u>	<u>2009</u>	<u>2010</u>
Date of Appointment through Probation	90,267	93,877	97,633
Completion of Probation To Anniversary of Employment	92,495	96,194	100,042
Maximum	95,967	99,806	103,798

2. Promoted After January 1, 2010:

	<u>2008</u>	<u>2009</u>	<u>2010</u>
Commencement of 1 st year	90,267	93,877	97,633
Commencement of 2 nd year	92,495	96,194	100,042
Commencement of 3 rd year	95,967	99,806	103,798

B. Lieutenant Salary Schedule:

	<u>2008</u>	<u>2009</u>	<u>2010</u>
Commencement of 1 st year	113,019	117,539	122,240
Commencement of 2 nd year	118,967	123,725	128,674

Employees shall be paid biweekly.

The following longevity schedule shall be implemented:

1. Commencement of seventh year to
commencement of eleventh year \$2,650.00
2. Commencement of eleventh year to
commencement of sixteenth year \$2,950.00

3. Commencement of sixteenth year to commencement of twentieth year \$3,250.00
4. Twenty years on \$3,550.00

C. Longevity shall be based upon the above schedule and shall become part of base pay for all purposes including pension. Longevity shall be separately identified for payroll purposes.

D. Pay rates shall be computed based upon 2080 hours worked per calendar year:

1. Hourly rate: annual salary plus longevity divided by 2080.
2. Overtime rate: hourly rate times 1.5.

ARTICLE VI

HOURS OF WORK AND OVERTIME

A. Working hours and daily schedules of employees will be arranged to fit the needs of the Township. Patrol Sergeants shall work a 12-hour day consisting of a rotation of two (2) consecutive days on duty followed by two (2) consecutive days off duty, three (3) consecutive days on duty followed by two (2) consecutive days off duty and two (2) consecutive days on duty followed by three (3) consecutive days off duty with shifts beginning at 0600 hours and 1800 hours. Special Services Sergeants shall work an 8.5 hour day consisting of five (5) consecutive days on duty, Monday through Friday with weekends off.

B. Employees who work at non-Township events shall be paid Forty dollars (\$40.00) per hour. Employees given less than twenty-four (24) hours' notice shall be paid an additional Five Dollars (\$5) per hour to the base rate. Supervisory employees acting in such capacity shall be paid an additional Five Dollars (\$5) per hour to the base rate. Employees shall be paid a minimum of four (4) hours. Employees who work in excess of eight (8) hours per day for the same person shall be paid one and one-half (1-1/2) times the rate for hours worked in excess of eight (8) hours. The off duty rate shall be raised from \$40.00 per hour to \$60.00 per hour effective upon execution of this contract. The short notice rate, which applies to employees given less than 24 hours notice, shall be raised by \$10.00 per hour to \$70.00 per hour. Employees shall be paid a minimum of four (4) hours. Employees who work in excess of eight (8) hours per day for the same person shall be paid one and one-half (1 ½) times the rate for hours worked in excess of eight (8) hours.

C. All officers shall receive an additional thirty six (36) hours of paid time off per

year to be taken in a manner to be agreed upon by the Police Chief and Association in 4, 6 or 12 hour blocks not to create overtime.

D. The salary specified in Article V shall include all on call responsibilities and extra Lieutenant's duty assignments other than outside employment. Lieutenants are not entitled to overtime except as provided in Paragraph E.

E. Effective upon the ratification by the by the parties, Patrol Sergeants and Lieutenants shall be allowed to maintain a bank of up to 48 hours compensatory time but not cash out such benefits. The Detective Sergeant shall continue to get compensatory time bank of 48 hours and on-call compensatory time of one day for each seven days on call. Special Services Sergeant shall continue to get compensatory time bank of 48 hours. The Detective Sergeant and Special Services Sergeant shall continue to have the cash out option from their compensatory time bank. Compensatory time off shall be granted with prior approval provided it does not effect the efficient operation of the department. Approval shall be granted by the Chief of Police or designee. Compensatory time shall be earned at rate of time and one-half. Compensatory time shall be granted by seniority.

F. Overtime shall be paid for all work performed by Sergeant in excess of the prescribed work day or work week at the rate of one and one-half (1 ½) times the computed hourly rate. Sergeants shall not be paid overtime until said Sergeant shall have worked beyond the hours prescribed. The work day shall be defined as the day on which the Sergeant reports for his assigned shift.

G. Sergeant overtime shall be computed and payment made on the following basis:

1. Fifteen (15) minutes or less -- no pay
2. Sixteen (16) minutes through thirty (30) minutes -- half (1/2) hour pay

3. Thirty-one (31) through sixty (60) minutes -- one (1) hour pay

4. Time cards shall be used to determine actual time worked

H. Sergeants recalled for overtime work excluding court work which is not contiguous with the front or backside of the Employee's work day shall be entitled to a minimum of three (3) hours pay. These provisions shall not apply when there is a declared emergency or general callback.

I. The Chief agrees not to place any employees on stand-by status except in cases of emergency as defined by State Statute.

ARTICLE VII

VACATIONS

- | | | |
|----|---|-----------|
| 1. | Completion of one (1) year through
completion of five (5) years | 128 hours |
| 2. | From completion of five (5) years through
completion of fifteen (15) years | 184 hours |
| 3. | From completion of fifteen (15) years
through completion of twenty-five (25) years | 240 hours |

A. All vacation time shall be used in the current year except that an employee can carry over one week of unused vacation into the ensuing year which must be scheduled and used by the end of March of the ensuing year.

B. Employees must submit vacation preferences by December 30th of each year. Failure to timely submit such request shall result in the employee receiving leftover vacation time pursuant to General Order #1.7 Section 2(B) & (C). Timely requests for the same vacation shall be resolved by seniority. All vacation requests received on or before December 30th, shall be deemed to have been received simultaneously. Requests for full shifts shall receive priority. Vacation requests received after December 30th, shall be dealt with on a first come first serve basis. All lieutenants cannot be on vacation at the same time, except on the enumerated holidays recognized by the Police Department.

C. When an employee requests permission to use an individual vacation day or part thereof, such request shall be submitted at least five (5) days in advance and shall be granted at the discretion of the Police Chief, which approval shall not be unreasonably withheld. Effective upon ratification by the parties, the 5 day requirement in Article VII paragraph C shall be eliminated. The Chief's decision to grant or deny such a day(s) shall be subject to the existing manpower conditions.

D. A vacation period of one work shift must be taken at one time. Vacation periods of more than one (1) work shift may be taken in consecutive weeks upon approval by the Police Chief provided that the Police Chief may limit employee's vacation to two (2) consecutive work shifts if, in the opinion of the Police Chief, a longer vacation would be disruptive to the functioning of the Department. Employee may also take vacation days as "floating" days.

E. Any employee who is on a leave of absence (i.e., injury leave or Workers' Compensation or unpaid leave) shall have his vacation leave for the year prorated for the time absent.

F. Changes in the scheduling of vacations will not be permitted without the prior approval of the Police Chief.

G. If, for any reason, an employee's vacation is canceled or not taken as scheduled, the vacation shall be rescheduled at a time agreed upon by both the Police Chief and the employee.

H. Employee may request permission to use an individual vacation day or part thereof. The Chief's decision to grant or deny such day(s) shall be subject to the existing manpower conditions and will not create overtime.

ARTICLE VIII

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Employee Laws 1974 and any successor changes in the state law governing Public Employees of the State of New Jersey, in a good faith effort to reach agreement. Such negotiations shall take place in accordance with Article XXXIII.

B. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. Any agreement arrived at by the negotiating representatives will be submitted to the Township Committee and the members of the Association for ratification, decision or vote. Any agreement of the parties in negotiation will be reduced to writing and will become binding for the period of agreement upon ratification.

ARTICLE IX

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 Employees Law 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, 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 Administrator.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Administrator. The filing of a withdrawal notice shall be effective to halt deductions in accordance with N.J.S.A. 52: 14-15.9e, as amended.

F. 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 as

furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association signed by the President of the Association advising of such changed deduction.

ARTICLE X
FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed three (3) work days.

In the case of death of current spouse and/or child, such leave shall not exceed ten (10) calendar days.

B. The "immediate family" shall include only grandparents, brothers, sisters, parents, father-in-law, or mother-in-law.

C. Reasonable verification of the event may be required by the Township.

D. Such bereavement leave is not in addition to any personal, vacation leave or compensatory time off falling within the time of the bereavement.

E. An employee may make a request of the Police Chief or designated representative, for time off to extend funeral leave or time off to attend a funeral separate and distinct from funeral leave, which approval shall not be unreasonably withheld. Any time taken under this paragraph shall be charged to vacation time, personal time, or leave without pay.

ARTICLE XI

INSURANCE

A. The Township shall provide dental plan, hospitalization insurance coverage and major medical insurance in effect at the end of 1991. Any difference in cost between an HMO and the Township insurance coverage shall be borne by the individual employee. Effective upon ratification by the parties, the following changes shall be implemented in the Health Insurance Benefit:

- 1a. In the Aetna Plan, all existing co-pays shall be increased by \$10.00 (including prescription).
- b. In the Qualicare Plan the deductible shall be \$300/\$600. The prescription co-pay shall be \$20.00. The office visit co-pay shall be \$10.00. The co-pays shall be applied to the deductibles. The emergency room co-pays shall be \$25.00. The "in-network" coverage shall continue to be 100%, after the deductible. The "out of network" coverage shall be 80%, after the deductible, with a maximum out of pocket cost to be insured of a total of \$5,000.00.

B. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided.

C. The Township will provide current medical insurance to retired employees, their spouses and eligible dependents, up to age 25 so long as in college at no cost to the employee, spouse, and eligible dependents. The retired employees must have 25 years of service in PFRS along with the 20 years of service with the Township. Retired employees must certify in writing on a yearly basis that they do not have substantially similar coverage from subsequent employment and/or spousal coverage. Should the employee have either of the aforementioned,

the Township payment for retiree health benefits will cease. Should the employee/spouse lose coverage, the employee shall be eligible to re-enroll in the Township plan, immediately so as to avoid any break in coverage. If the employee is COBRA eligible, the Township shall pay the cost of COBRA until the employee is enrolled in the Township plan.

D. The Association President shall be provided with a copy of the master contract for each policy held by the Township.

E. The Township, at the discretion of the Township Committee, may continue to provide current medical insurance to an employee and spouse if such employee retires on a "Accidental Disability" pension from the Police and Fireman's Pension System.

ARTICLE XII

HOLIDAYS

A. Lieutenants shall receive credit for 120 hours of holiday pay in their base salary.

This holiday pay is payable at normal payroll intervals and shall be included in their base pay for all purposes.

B. Sergeants shall receive credit for 120 hours of holiday time off with pay.

Sergeants not electing to take holidays on regular time shall have the option of taking a lump sum payment for up to fifty-six (56) hours in the first pay period in June and/or taking a lump sum payment for any or all remaining holidays in the first pay period in December of each year. Employees wishing to take such payment shall notify the Chief of Police at least thirty (30) days prior to the end of the pay period they desire their holiday pay. All employees must announce by October 1st whether holidays will be taken as pay or time off.

C. Any Sergeant who is on leave of absence (i.e., injury leave, Workers' Compensation, or other unpaid leave) shall not be eligible for additional paid holidays which fall during the Employee's leave of absence (i.e., injury leave, Workers' Compensation, or other unpaid leave).

D. Sergeants may use three (3) floating holidays, as personal time. Use of personal time must be approved in advance by the Chief. The Chief shall not be arbitrary and capricious in making such a decision. Once declared a personal day, such holiday cannot be cashed in for pay.

ARTICLE XIII
MILITARY LEAVE

A. Any full-time employee who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States, and is required to engage in field training, shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

B. If the amount of pay the employee receives from the federal or state government for temporary training duty (a period not to exceed fifteen (15) consecutive calendar days of training) is less than the base compensation which he would have received for the same period, he shall be paid the difference by the Township. All eligible employees are required to submit a copy of their military pay voucher before the Township is required to comply with this provision.

C. When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the Township within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

D. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months

following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

E. "Active duty" shall mean more than fifteen (15) days' service.

F. In addition to the rights herein, all officers shall be entitled to all rights as set forth in the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

If anything in this Article is inconsistent with USERRA, USERRA will govern.

ARTICLE XIV

LEAVE OF ABSENCE

Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to the Police Chief, who will append his recommendations and forward the request to the Township Administrator. The Township Administrator will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Township Committee. Such leave of absence shall not be deemed to be part of the term of employment.

ARTICLE XV

PROBATIONARY PERIOD

A. All members of the SOA shall serve a probationary period of one year from the date of being sworn into the rank of Sergeant or Lieutenant. During this probationary period, the Township reserves the right to demote a probationary employee for any reason. An employee if promoted shall not have recourse through the grievance procedure set forth in this Agreement for a demotion. The probationary period may be extended at the discretion of the Police Chief up to an additional one hundred eighty (180) days.

ARTICLE XVI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII

BULLETIN BOARDS AND OFFICE SPACE

A. The Township shall permit the Association to have its own bulletin board located in Police Headquarters for the posting of notices concerning the Association's business and activities. All such notices placed on said bulletin board shall be signed by the President or other authorized officer of the Association. The Police Chief may remove from the bulletin board any material which is deemed obscene or patently offensive. Such material shall be promptly returned to the President along with the reason(s) for such removal. Removal of material under this section is grievable through Step 2 of the Grievance Procedure. The decision of the Township Administrator shall be binding and final.

ARTICLE XVIII

MUTUAL AID

Employees, while rendering aid to another community at the direction of their superiors, are fully covered by Workers' Compensation and Liability Insurance and Pension as provided by State Law, provided that the employee is acting in accordance with Departmental policies.

ARTICLE XIX

PHYSICAL EXAMINATION AND TESTS

A. The Township shall provide, through a physician of Township choice, a complete and comprehensive yearly physical examination at no cost to the employee.

B. The Township shall continue to administer a fitness examination semi-annually. Upon attaining a score of "Superior" as specified in General Order #1.5, an employee shall receive a monetary bonus of Two Hundred (\$200) Dollars per test. If a participant achieves a score of "Exceptional" as specified in General Order #1.5, the employee shall receive a monetary bonus of Three Hundred (\$300) Dollars per test.

C. The provisions of both Paragraphs A and B are mandatory.

ARTICLE XX

UNIFORMS AND EQUIPMENT

A. The Township shall continue to provide, maintain and clean all uniforms and other apparel as required by the Police Chief. The Township shall continue to provide all other equipment required by the Police Chief. Officers assigned to plainclothes duty shall be attired in accordance with Section 3:3.7 of the Rules and Regulations.

B. Association members assigned to plainclothes will be reimbursed in accordance with the following schedule and shall not exceed:

\$650.00 every six (6) months

C. These monies shall not be expended for undergarments, socks or stockings.

D. Monies will be provided every six (6) months in advance, provided the previous six month allowance has been expended with the established guidelines and is documented with receipts. Reimbursement pursuant to Paragraph B shall be twice a year to be paid upon receipts received for the previous six (6) month period.

E. Association members shall receive cell phone reimbursement pursuant to Township policy.

ARTICLE XXI

PERSONNEL FILE

A. Derogatory Material

No derogatory material concerning an officer's conduct, service or character shall be placed in his personnel file unless the officer has been given an opportunity to review the material. The officer shall acknowledge that he has been given the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The officer shall also have the right within seven (7) calendar days of such opportunity to submit a written response to such material for attachment to the file copies as part of the permanent record.

B. Personnel File

Each officer shall have the right, upon request and approval of the Township Administrator, to review the contents of his/her personnel file. Each officer shall be entitled to have a representative of the Association accompany him/her during such review. A representative of management shall be present during all personnel file reviews. A member shall be entitled to make copies of any materials in the file.

ARTICLE XXII

OUT OF CLASS ASSIGNMENT

Any employee designated to act in a capacity or rank superior to that which he is assigned permanently for more than twenty-seven (27) consecutive days shall be paid at the lowest rate of pay for that superior rank for all hours so worked in that capacity.

ARTICLE XXIII

SENIORITY

A. Seniority is defined as an employee's time in grade followed by continuous length of service with the Township, beginning with his/her latest date of hire.

B. Seniority shall commence and become fixed on the date of hire.

C. The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate.

D. Loss of Seniority:

Continuous service for seniority purposes shall be broken for any of the following reasons:

1. Discharge for just cause.
2. Voluntarily quitting employment.
3. Failure to report as required following the expiration of an approved leave of absence, unless the employee has a justifiable reason for his/her inability to report.
4. Absence from work without reporting for three (3) consecutive working days unless reasonable and satisfactory excuse for not having notified the Township is presented.

E. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills, abilities, and job title to perform whatever work may be available.

F. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications, skills, abilities and job title for the work available. The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment.

G. In all applications of seniority under this policy where ability to perform work and physical fitness are equal as determined by the Township, seniority shall be given preference in promotions, demotions, layoffs, recalls, vacation scheduling and work shifts.

H. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for illness or injury as defined by the sick leave section of this contract certified by a physician and not in excess of one (1) year.

I. For the purposes of determining the amount of vacation and longevity payments due an employee, seniority shall include employment with the Township plus previous full-time continuous employment with the State of New Jersey or any political subdivision or school district in the State. Employees hired after January 1, 1992 shall have their seniority under this section determined by their length of service as a sworn police officer only.

J. Seniority in grade will commence on date of promotion.

ARTICLE XXIV

DISCHARGE OR SUSPENSION

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

ARTICLE XXV

ASSOCIATION RIGHTS

A. Upon prior notice to and approval of the Police Chief or his designated representative, the Township shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during duty hours of the members.

B. The Township agrees to grant the necessary time off, without loss of pay, to not more than one (1) of 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. 40A:14-177. Such time off will be subject to the approval of the Police Chief which approval shall not unreasonably be withheld.

C. The Township shall grant one day off without loss of pay, to one representative of the Association to attend not more than one of the following: State P.B.A. monthly meetings, Tri-County P.B.A. meetings, Local Association Meetings, or County P.B.A. meeting per month.

D. The Association and its representatives shall have the right to use the Municipal Facilities at all reasonable hours for meetings. The Township Administrator shall be notified in advance of the time desired for all such meetings. Upon approval of the Township Administrator a space will be allocated. The Association shall not displace any official meetings of the Township Government whether scheduled or special. Meetings shall not be attended by an on-duty officer.

E. For the purpose of this Article, the Township, in its sole discretion, may require verification of attendance at Association functions including, but not limited to, airline tickets, hotel receipts or conference programs.

ARTICLE XXVI

DISCRIMINATION AND COERCION

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 or non-membership or activity or non-activity in the Superior Officer 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 or the Association shall discriminate against any employee because of race, color, religion, creed, sex, political affiliation, age or national origin. The Township will cooperate with the Association with respect to all reasonable requests concerning the Superior Officer Association's responsibilities as certified representative.

ARTICLE XXVII

WORK INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within twenty-four (24) hours thereof to the Police Chief or designated representative.

B. Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work.

ARTICLE XXVIII

SICK LEAVE

A. Policy

Sick leave shall mean paid leave that shall be granted to an employee who:

1. Through sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the employee's position;

2. Is quarantined by a physician because the employee has been exposed to a contagious disease;

3. Has need to visit a medical professional during the work shift. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday. In such cases, sick leave may be charged in 1/4 working-day units;

4. Has a member of the immediate family (child, spouse, parent or relative residing in the employee's household) with an illness which requires the employee to stay home or to take the relative to receive medical care. Circumstances other than those listed within this paragraph 4 will be reviewed by the Township Administrator on a case-by-case basis.

B. A day, for purposes of sick leave, shall be equal to the normal number of hours worked by the employee.

C. Eligibility

Each full-time employee and part-time employee shall be eligible for sick leave. The Personnel Officer shall notify each employee at the time of hiring as to eligibility for sick leave.

D. Amount of Leave

1. Each full-time and part-time employee who is eligible for sick leave shall receive one hundred four (104) hours per calendar year earned on a monthly basis (8.67 hours per month).

2. Sick days shall not be charged for a scheduled holiday occurring during extended sick leave.

E. Reporting

1. If an employee is absent from work for reasons that entitle him/her to sick leave, the department head or supervisor shall be notified within two (2) hours of starting time, or a reasonable time in the case of an emergency, on each day of absence.

2. The employee reporting sick leave shall notify the supervisor of:

a. The nature of the illness;

b. The telephone number where the employee may be contacted during sick leave;

c. The expected duration of sick leave, if known.

3. The supervisor shall record this information on the appropriate sick leave form.

4. Failure to notify the department head or supervisor may be cause for

denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent and fails to notify the department head or supervisor could be subject to dismissal.

F. General

1. Habitual absenteeism may be cause for discipline up to and including discharge.
2. During protracted periods of illness or disability of an employee, the Township Administrator may require interim reports on the condition of the patient from the attending physician and/or a Township medical physician.
3. The Township Administrator reserves the right, in such cases where there is a difference of professional opinion, to require the employee to submit to an examination by a third doctor at Township expense.
4. When under medical care employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.
 - a. No employee shall be allowed to work and endanger the health- and well-being of other employees and, if the employee's condition warrants, the employee may be directed to the Township physician for an opinion as to fitness for duty.
 - b. Sick leave with pay shall not be allowed under the following conditions:
 - i. When the employee under medical care fails to carry out the orders of the attending physician.
 - ii. When, in the opinion of the Township medical physician, the

employee is ill or disabled because of self-imposed contributory causes or actions.

iii. When, in the opinion of the Township medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

iv. When the employee does not report to the Township physician, as directed.

5. In charging an employee with sick leave the smallest unit to be considered is one-half (1/2) a working day.

6. Once sick leave is exhausted, an employee is classified "unpaid sick" and all other aspects of this sick leave policy remain in effect.

7. Once sick leave is exhausted, an employee may be eligible to receive state or federal disability payments, including Social Security. Any employee applying for disability benefits is required to furnish proof of application to the Township along with proof of receipt or denial of such benefits.

G. Sick Leave Confinement Restriction

If an employee is absent for reasons that entitle the employee to sick leave or the employee is on a Workers' Compensation leave because of an injury sustained during his/her employment, the employee shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in question, with the following exceptions:

1. To report for medical attention, doctor's office or hospital.
2. To engage in the exercise of his/her right to vote or attend religious services.
3. If an emergency necessitates his/her absence.

4. The supervisor may visit the employee who is on sick leave or Workers' Compensation leave at his/her residence or place of confinement. Such visits shall be recorded on the sick leave form.

5. The supervisor may telephone the employee who has reported off on sick leave or is on Workers' Compensation leave at his/her place of confinement during the scheduled workday(s).

H. Leave of Absence as a Result of Injury in the Line of Duty.

When an employee covered under sick leave policy is injured in the line of duty, the Township shall provide the employee with a leave of absence for up to one (1) year with take home pay equal to that which would be provided to the employee if the employee continued working at regular pay. When such action is taken, the employee shall not be charged any sick leave for time lost due to such particular injury.

I. Sick Leave Incentive Plan.

1. If an employee has accumulated three hundred twelve (312) hours of sick leave as of December 31st, then the next year he/she has the option of selling back to the Township, at the rate of Thirty-Five (\$35) Dollars per day, any sick leave accumulated over three hundred twelve (312) hours.

2. If an employee used thirty-two (32) or fewer sick hours in a calendar year, he/she will be paid a "bonus" at the rate of fifteen dollars (\$15.00) per day for every unused sick day earned that calendar year. The "bonus" does not reduce the total accumulated sick days.

3. At separation, an employee with five (5) or more years of service with the Township is entitled to twenty-five (25%) percent of accumulated sick leave at their current rate

of pay; with ten (10) or more years of said service, an employee is entitled to fifty (50%) percent of accumulated sick leave at their current rate of pay. Maximum cash benefit from sick leave at retirement or separation shall be Twenty Thousand (\$20,000.00) Dollars.

4. Permanent part-time employees shall be eligible for the sick leave incentive plan on a prorated basis.

J. Maximum Sick Leave Accumulated

The maximum number of accumulated sick leave shall be one thousand forty (1,040) hours. Once an employee attains one thousand forty (1,040) hours, he/she shall not be permitted to accumulate additional sick days but must "sell back."

K. Conversion

Employees shall be credited all accumulated sick leave time earned as of January 1, 1992.

ARTICLE XXIX

CONTINUING EDUCATION

A. The Township shall reimburse the employee for all costs reasonably related to any college matriculated level degree program in police science/criminal justice, public/business administration, accounting, sociology and psychology, including but not limited to, tuition, registration, student fees, parking, books and publications.

B. Notification to attend the program must be made in writing to the Police Chief each November. Such notification shall contain the estimated annual cost of the program and certification that the course of study leads to a degree.

C. For reimbursement of the costs of any course, the employee must complete the course with a grade of "C" or better, or satisfactorily complete the course if the course is ungraded.

D. Reimbursement of costs shall be made promptly upon proof of completion as required in paragraph D.

ARTICLE XXX

PAYROLL SAVINGS PLAN

The Township shall provide for the deduction from each paycheck of an amount to be specified by each individual employee for direct deposit, into a banking institution possessing an "ABA" number as specified by the employee, in a savings account or tax sheltered annuity.

ARTICLE XXXI

ACCIDENT POLICY

Under no circumstances shall an employee be required to reimburse the Township in any manner for any of the following: motor vehicle accident deductibles, repairs to Township vehicles or property, or loss of time due to injury or accident.

ARTICLE XXXII

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will 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 parties at the time they negotiated or signed this Agreement.

B. The Township agrees not to make any unilateral changes in the negotiable terms and conditions of employment.

ARTICLE XXXIII

DURATION

This Agreement shall be in full force and effect as of January 1, 2008 and remain in effect to and including December 31, 2010 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 later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Plainsboro Township, New Jersey, on this ____ day of January 2010.

PLAINSBORO SOA LOCAL 319A

BY *AWT*

Date: 03/17/10

TOWNSHIP OF PLAINSBORO

Stella A. Carter

Carol J. Jones
Township Clerk
Township of Plainsboro

Date: 5/24/10