

1994 - 1996 AGREEMENT

Superior Officers Association
Fraternal Order of Police - Lodge #98
and the
Township of East Brunswick

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1994-1996 AGREEMENT

SUPERIOR OFFICERS ASSOCIATION

AND THE

TOWNSHIP OF EAST BRUNSWICK

ARTICLE I - RECOGNITION

SECTION A. The Employer hereby recognizes the Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work and other terms and conditions of employment for an appropriate negotiating unit established in accordance with CU-81-38 dated February 26, 1982.

SECTION B. Included in the negotiating unit shall be those Employees of the Township within the Department of Public Safety whose job titles are Deputy Chief, Captain, Lieutenant, and Sergeant.

ARTICLE II - REPRESENTATION FEE

SECTION A. - Purpose of Fee: If a member of this bargaining unit does not become a member of the Association during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to this Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

SECTION B. - Amount of Fee:

1. Notification

Prior to the beginning of each membership year, the Association will notify the Chief Finance Officer in writing of the amount of regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that total amount or that maximum percentage allowed by law.

2. Legal Maximum

In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased or decreased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

SECTION C. - Deduction and Transmission of Fee:

1. Notification

Once during each membership year covered in whole or in part by the Agreement, the Association will submit to the Chief Finance Officer a list of those employees who have not become members of the S.O.A. for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

Article II - Representation Fee (continued)

2. Payroll Deduction Schedule

The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforementioned non-member list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforementioned non-member list by the Chief Finance Officer, or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a non-bargaining unit position and then became covered by this Agreement or was laid off, in which event the deductions will begin with the first paycheck paid to said employee after the resumption of the employee's employment in a bargaining unit position.

3. Termination of Employment

An employee who is terminated for any reason shall only pay that portion of the annual fees of the Association due in equal installments to the date of termination.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues. The Township will provide a list with each transmission of fees listing current members and those paying the representation fee.

5. Changes

The Association will notify the Chief Finance Officer in writing of any changes in the list of non-members provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Chief Finance Officer received said notification.

6. New Employees

The S.O.A. will be informed of the employment of each individual eligible for membership in the Association.

7. Hold Harmless

Provided the employer has met its obligations pursuant to this Article, the Association shall hold the employer harmless against any and all claims.

ARTICLE III - GRIEVANCE PROCEDURES

SECTION A. - Definitions

1. A "grievance" shall be any difference of opinion, controversy, or dispute arising between parties involving interpretation or application of any provision of this Agreement.
2. Grievances arising out of the application, interpretation, and alteration of managerial policies and rules and regulations which do not affect negotiable terms and conditions of employment and are management prerogatives and non-negotiable matters, may not proceed to binding arbitration.
3. An "aggrieved employee" is the person or persons making the claim of a grievance or the Association.

SECTION B. - Procedure

A grievance shall be processed as follows:

A grievance must be presented no later than thirty (30) days after the grievance arises or after the aggrieved employee or Association may reasonably be presumed to have knowledge of the matter causing the grievance. The time limitations in this Article are of the essence and not merely procedural. No grievance shall be entertained or processed unless it is filed within the time limits set forth in this Section.

All references to days herein shall mean Monday through Friday, exclusive of holidays.

No response to a grievance at any Step in the procedure shall be deemed a denial entitling the Association to proceed to the next Step of the Procedure.

Grievances shall only be processed on the approved form mutually agreed upon by the parties for such purpose.

STEP 1: The grievance shall be reduced to writing by the Association and submitted to the Department Director. The answer to such grievance shall be in writing to the Association and shall be provided within twenty (20) days of the submission of the grievance.

STEP 2: If the grievance is not settled at Step 1, then the Association shall, within ten (10) days of the due date of the Step 1 response, submit the grievance to the Business Administrator. A written response shall be provided by the Business Administrator within twenty (20) days of its submission.

ARTICLE III - Grievance Procedures (continued)

STEP 3: If no settlement of grievance has been reached by the parties at Step 2, and the grievance is not within the meaning of Section A(2), the Association shall have the right to submit the unresolved grievance to binding arbitration. However, the request for arbitration must be initiated within twenty (20) days of the time the answer was received from the Business Administrator (or considered due in Step 2). The Association shall make written application to the New Jersey Public Employment Relations Commission requesting that an arbitrator be

appointed to hear the grievance in accordance with its rules and make a final determination. The arbitrator can add nothing to nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be in written form setting forth findings of fact, reasons, and conclusions and shall be submitted to the employer and to the Association. It shall be binding and final on the parties.

SECTION C. The cost of fees and expenses of the Arbitrator shall be shared equally by the Association and the employer. It is agreed that any arbitrator appointed pursuant to this Agreement may not in any way alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the Association.

SECTION D. If either or both parties desire a verbatim record of the proceedings, it may cause a record to be made, and the cost of such record shall be either equally borne by the parties or borne by the party requesting the record.

ARTICLE IV - HOLIDAYS

SECTION A. The following holidays with pay shall be granted to all employees covered by this Agreement:

New Years Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veterans Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

SECTION B. If a holiday falls on a Sunday it shall be observed on the following Monday, and if it falls on Saturday, it shall be observed on the preceding Friday. Employees assigned to the Patrol Division shall observe holidays that fall on Saturday or Sunday on the actual day that the holiday falls, except those employees not assigned to work rotating shifts.

SECTION C. In addition to the above holidays, when such holidays fall on a Thursday, the following Friday shall also be given off with pay to all employees covered by this Agreement. Also, when one of the above holidays falls on a Tuesday, the preceding Monday shall be given off with pay as a holiday to all employees covered under this Agreement. During the term of this Agreement holidays may be accrued under this section and be taken as a part of the employee's vacation in accordance with Section D of this Article. This Section shall not apply to Martin Luther King Day. This Section shall not apply to anyone hired after 24 March 1981 with the exception of the Friday after Thanksgiving Day.

SECTION D. All holidays will be converted to vacation days on January 1 of each year. An employee, except those on their regular day off, not working on a holiday will take the day off as a vacation day. Should an employee work on one of the holidays as outlined in Sections A, B, or C above, he or she will receive straight time for the day worked in addition to the vacation day posted on the preceding January 1 and one additional vacation day. If an employee is scheduled for routine duty on any holiday, then an employee may choose to receive one and one-half (1-1/2) days pay in lieu of the additional vacation day granted for working a holiday, and the holiday posted on January 1 for a total of double time and one-half (2-1/2) pay for working a holiday. Double time and one-half (2-1/2) pay is limited to eight (8) hours of work per day. This option may be utilized for no more than four (4) holidays per year.

However, after twenty-three (23) years of service with the Township, fourteen (14) holidays at straight time pay shall be added to an officer's base pay and shall be paid on a pro-rata basis, bi-weekly. Consequently, said officer shall not receive credit for these fourteen (14) holidays as vacation days. In the event said officer works on any of the fourteen (14) holidays, the officer shall receive his/her regular pay plus one-half (1/2) time premium pay for working the holiday, or, at his/her option, one additional day off. The premium pay option may be utilized for no more than four (4) holidays per year.

SECTION E. Juvenile and detective personnel shall continue to enjoy the same procedures that presently exist concerning holidays. That is, New Years Day, Thanksgiving Day, and Christmas Day must be taken off. However, it shall be the detectives' option to either work or take off any other day covered in Section A, B, or C. Traffic Safety personnel shall also continue to enjoy the same procedures that presently exist concerning holidays. That is, New Years Day, Thanksgiving and Christmas must be taken off. However, any other day covered in Section A, B, or C will be worked as presently scheduled. Administrative Section officers and those officers currently on special assignment in the Director's Office shall continue to enjoy the same procedures that presently exist concerning holidays.

ARTICLE V - PERSONAL DAYS

SECTION A. Each employee shall be granted four (4) days off with pay in each agreement year, non-cumulative, and in units of full or half days. Should a member desire not to disclose reason(s) for requesting a personal day, the member need not divulge said reason(s).

ARTICLE VI - LONGEVITY PAY

SECTION A. All employees shall be entitled to the additional compensation based upon completed full years of service as of January 1st of each year as follows:

ADDITIONAL COMPENSATION PERCENTAGE OF GROSS SALARY

1994/1995/1996

4% at the end of the 5th year and start of the 6th year
6% at the end of the 9th year and start of the 10th year
8% at the end of the 14th year and start of the 15th year
10% at the end of the 19th year and start of the 20th year
12% at the end of the 24th year and start of the 25th year
14% at the end of the 29th year and start of the 30th year

SECTION B. The additional compensation provided for in this section shall commence on January 1st of each year and shall be paid as part of the employee's regular wages.

ARTICLE VII - VACATIONS

SECTION A. The following vacation schedule is agreed to and shall be used in units of full or half days.

3 - 5 years of completed service.....	10 days
Start of 6th year to end of 9th year of completed service.....	15 days
Start of 10th year to end of 14th year of completed service.....	20 days
Start of 15th year to end of 19th year of completed service.....	25 days
Start of 20th year to end of 24th year of completed service.....	30 days
Start of 25th year and over.....	35 days

SECTION B. Vacation leave for the forthcoming year shall be accrued and be credited to each employee on January 1 of each year.

SECTION C. Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Administrator. No employee shall be permitted to accumulate more than 30 days of unused vacation leave. Vacation leave, subject to the approval of the department head, may be taken from time to time in units of full or half days.

Uniform policy for granting vacation time shall be maintained based upon the existing framework for vacation scheduling currently utilized in the Patrol Section of the Department.

SECTION D. At the employer's option, the employee shall have the right to sell back unused vacation days at 75% of the employee's current rate of pay. This program shall be initiated, if at all, solely at the employer's discretion on or about November 1 of each calendar year.

SECTION E. Upon service or special retirement, ordinary disability, or accidental disability retirement, in accordance with the service retirement provision of the Police and Fireman's Retirement System, an employee shall receive full pay for all unused vacation days accrued and not previously used. At the time of any other separation from service, an employee shall be entitled to the pro-rated amount of vacation leave for that portion of the calendar year worked by said employee in addition to previously accumulated unused vacation leave. Upon the death of an employee that person's designated beneficiary shall receive full pay for all unused vacation days accrued by the employee.

ARTICLE VIII - UNIFORM REIMBURSEMENT

SECTION A. The Employer will provide the following reimbursement for clothing for each officer during the indicated years and the indicated amounts.

1994:	\$850.00
1995:	\$850.00
1996:	\$850.00

SECTION B. The Township will pay for replacement or repair to any part of a uniform damaged in the line of duty including prescription glasses and watches.

SECTION C. All employees shall receive a uniform reimbursement pursuant to Section A of this Article during the week when the first bill list is approved for each fiscal year.

ARTICLE IX - SICK LEAVE

SECTION A. Sick leave shall be paid leave when each employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform all the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease. Such leave will be available for the use of the employee for personal illness, illness in his immediate family which requires attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries.

The term "immediate family" for the purpose of this paragraph, shall mean and refer only to the employee's spouse, child, parent or unmarried brother or sister.

SECTION B. A certificate from the Employer's physician or the Employee's own physician may be required as proof of the need for sick leave. In case of sick leave due to a contagious disease or exposure to same, a certificate from the Department of Health shall be required.

SECTION C. Sick leave for the forthcoming year shall be credited to each employee on January 1 of each year at the rate of fifteen (15) days per year. Sick leave may be accumulated without limit during each employees term of service subject to the provisions of this contract.

During 1987 and future years and at the employer's option, the employee shall have the right to sell back unwanted sick days at 50% of the employee's current rate of pay. This program shall be initiated, if at all, solely at the discretion of the employer. On or about November 1 of each calendar year, notice of the option to purchase will be given to each employee by the employer.

SECTION D.

1. The Township has established a mandatory program for excess sick leave purchase. This program affects anyone promoted into the ranks represented by the SOA. The Township will purchase accumulated and unused sick leave in excess of 30 days at a value determined by years of completed service at the time of promotion. Each employee will have the option to sell back an additional ten (10) days retaining a minimum of 20 sick days.

a. Percentage of value for payment under this program will be as follows:

<u>Years of Completed Service</u>	<u>Percentage of Value</u>
10 years or less	50%
11 years	55%
12 years	60%
13 years	65%
14 years	70%
15 years	75%
16 years	80%
17 years	85%
18 years	90%
19 years	95%
20 years or more	100%

2. The value of days purchased by the Township under number 1 above will be paid at the employee's option as follows:
 - a. Single cash payment to the employee at an agreed upon date and subject to current Federal and State taxes.
 - b. Applied as an investment to the members' deferred compensation account and subject to annual contribution limit and State and Social Security taxes.
 - c. Applied as an investment to a special trust account established by the Township and not subject to State or Federal taxes until disbursement to said employee.

An employee may choose any one or combination of a, b or c above. In options b and c, the employee may select the type of investment instrument(s) in which said funds will be held.

3. At the time of separation or retirement the employee shall be entitled to receive 50% of the value of accumulated, unused sick leave. However, those employees with 20 years of service or more as of December 31, 1986 shall receive 100% based on 1987 salaries for up to 30 days accumulated under provisions of Section D.1 above, unused sick leave with the remainder of unused sick leave to be paid at 50% of value at time of separation.
4. Any employee hired prior to June 1, 1986 and promoted to a rank represented by the SOA shall sell back unused sick days to the Township in accordance with Section D (1), (2), and (3) above. The employee shall sell back such days during the calendar year in which he is promoted at the employee's current salary rate.
5. Any employee hired on or after June 1, 1986 shall, upon separation or retirement, be entitled to receive 50% of the value of accumulated unused sick leave to a maximum payment not to exceed \$10,000 per employee.

SECTION E. Upon the death of an employee, the employee's estate or designated beneficiary shall receive payment for unused sick days in the manner and amount to which the employee would otherwise have been entitled.

ARTICLE X - COMPENSATORY TIME OFF

SECTION A. Each employee will be granted ten (10) days compensatory time off, non-cumulative and to be taken in units of full or half days. Days granted on January 1st of each year will be made in lieu of overtime worked in the preceding year.

SECTION B. Any employee promoted to the rank of Sergeant will not receive comp days until January 1 of the following year. On January 1, the employee will receive a pro-rated number of days based upon the comp days earned since the date of promotion.

SECTION C. At the time of separation from service, an employee shall be entitled to full pay for all unused comp days granted for the preceding year as well as pro-rated payment for the number of days earned during the year of separation.

ARTICLE XI - SCHEDULING

SECTION A. All superior officers, except commanders and deputy commanders, assigned to the Patrol Section will work a "4 and 2" schedule.

ARTICLE XII - EMPLOYEE STATUS

SECTION A. A Sergeant or Lieutenant will be granted additional compensation equivalent to the salary rate of a higher rank when said officer is required to work without a superior officer who would be normally assigned as his immediate supervisor and when said officer replaces a superior who has been out of work for a period of one (1) consecutive week or longer for any reason. One week consists of 4 days for patrol, five for specialized sections. Compensation shall be retroactive to the first day an officer assumes the additional responsibilities of the position.

SECTION B. A six-month probationary period together with written evaluation at the second and fourth months based on performance only shall pertain to an employee promoted to a higher rank. Such probationary status shall in no way affect the rights and status in the original or lower classification. Any employee who has attained full-time permanent status and transferred within rank shall not be required to serve a probationary period.

SECTION C. When it becomes necessary for the Employer to abolish a position(s) of an employee covered by this agreement such actions shall be taken in accordance with the provisions of NJSA 40A:14-143. The employee affected by such action shall have all rights enumerated in this agreement and in the Code of the Township of East Brunswick.

SECTION D. Any Lieutenant who is required to perform in the capacity of "Departmental Duty Officer" shall receive compensation equivalent to the salary rate of Captain for each day of the Officer's normally scheduled tour of duty. This provision shall not be effective until January 1, 1987 and will not be effective should the "Departmental Duty Officer" procedure be eliminated.

SECTION E. For purpose of computing years of service, any sworn police officer hired after January 1, 1988 whose employment commences between January 1 and July 1 shall be credited with a full year of service and previous permanent part-time employment with the employer shall be accumulated and the employee shall be given credit for an equivalent amount of full-time employment. All sworn police officers hired prior to January 1, 1988 would continue to utilize the January 1 - October 1 seniority criteria. Only when a full-time employee leaves the employer's employ for active duty in the military service of the United States or receives a leave of absence with pay shall the period of active duty or leave of absence with pay be included in computing years of service.

ARTICLE XIII - DEATH IN FAMILY

SECTION A. The employer agrees that immediately upon a death in the employee's immediate family, the employee will be granted up to four (4) working days off with pay. Such leave must be used consecutively and immediately upon the death in the employee's immediate family. In unusual circumstances, the Director of Public Safety may waive the requirement that such leave be used immediately.

SECTION B. The definition of immediate family includes the employee's spouse, child, parent, brother, sister, great-grandparent, grandparent, grandchild, and the brother, sister, parent, and grandparent of their spouse.

SECTION C. The employer agrees that upon the death of the employee's or their spouse's aunt, uncle, brother-in-law, sister-in-law, niece, nephew, step-parent, or step-grandparent the employee will be granted one (1) day off with pay to be in attendance at those activities involved in the internment of and mourning for the deceased. In addition, up to three (3) additional days of earned but unused leave (personal, compensatory, vacation leave) may be used upon the death of the employee's step-parent or step grandparent. The use of such leave for this purpose shall not be denied.

ARTICLE XIV - HEALTH BENEFITS

SECTION A.

1. Current levels of basic medical, hospitalization, major medical, prescription drug and dental insurance will be maintained with the following modifications:
 - a. Second surgical opinion, pre-admission review and case management shall be part of the Plan provided that failure to use these processes shall not cause any reduction in benefit nor penalty to the employee.
 - b. Mental Health and Substance Abuse Benefits:
 - (1) In-patient treatment at the facilities listed in the attached sheet will be without limit subject to the same considerations as in the current program.
 - (2) Out-patient treatment limits shall be increased from \$1,000 per year, in the current contract, to \$5,000 per year, subject to the total lifetime cap.
 - (3) Treatment at facilities other than those listed in the attached shall be subject to \$25,000 per stay annual limit and a \$50,000 lifetime limit.
 - (4) The list of the approved facilities is subject to change by mutual agreement of the Township and the Superior Officers Association.
 - c. Chiropractic coverage shall be limited to thirty (30) visits annually as a maximum under the same eligibility standards as currently used.
2. If at retirement an employee moves out of New Jersey, the employee is responsible to inform the employer of their new residence. The employer will then investigate a mental health facility of comparable or better rating to those utilized within the jurisdiction of New Jersey, in the State in which the retired employee is residing.

SECTION B. The prescription plan shall include a \$5.00 co-pay on all brand name prescription drugs; \$3.00 co-pay on all generic prescription drugs; and no co-pay on all mail order prescription drugs of ninety (90) days or longer.

SECTION C.

1. Current levels of short and long term disability insurance will be maintained. Effective November 1, 1986 the maximum monthly payment will be increased to \$4,000.

2. The contract shall include the \$5,000 life insurance provision and the two-thirds (2/3) long-term disability benefit (after Worker's Compensation) for work-related disabilities, as soon as a contract is executed with an insurance company.

SECTION D. In accordance with NJSA 40A:10-23, current levels of benefits under Section A shall be provided to any employee who retires:

- (a) After 25 years or more service with the Township; or
- (b) After having reached the age of 62 or older with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee.

SECTION D. Service in the military which has been used as the basis for purchase of pension credit shall be counted as services toward the 25 year service requirement. It is understood that should the statute be amended during the term of the contract to permit payment for said benefits with less than 25 years service, the contract shall be so amended provided that the minimum years of service shall not be less than 20 years.

SECTION E. Current levels of benefits under Sections A, B, & C shall be provided to the employee's dependents in the event the employee:

- (a) Dies in the line of duty, or
- (b) Dies after twenty (20) years municipal service with the Township of East Brunswick.

This Section (E) applies:

1. If no comparable health insurance is available from any other source (spouse's employment, post-retirement employment, etc.), or
2. If coverage is available from another source other than the Employer, the Employer reserves the right to either reimburse the employee for the cost of coverage not provided by the Employer or to continue enrollment in the Employer's plan.

ARTICLE XV - DEPARTMENTAL TRAINING

The employer will reimburse employees for job related course work that has been approved prior to enrollment by their Department Head. At the time of approval by the Department Head, the Personnel Manager must be notified for budgetary purposes. Reimbursement would include tuition; books; registration fees; activity fees and required course work. Not included are late fees, parking fees or any fees that are not required for course enrollment. All course work must be successfully completed with a passing grade and reimbursement shall be limited to a maximum of 12 credits per semester. Reimbursement will be for an accredited institution of higher education only, and when no other source of reimbursement is available to the employee (i.e., G.I. benefits). Reimbursement will be provided upon the employee submitting a copy of their original tuition bill listing all charges, courses and a copy of his/her grades to the Personnel Manager.

ARTICLE XVI - SALARY AND COMPENSATION

SECTION A. Compensation for employees shall be fixed in 1994, 1995 and 1996 as follows and shall be effective on January 1, of the agreement year:

	<u>1994</u> (3.5%)	<u>1995</u> (4.95%)	<u>1996</u> (4.95%)
Sergeant	59,726	62,682	65,785
Lieutenant	65,736	68,990	72,405
Captain	72,707	76,306	80,083
Deputy Chief	78,522	82,409	86,488

Effective January 1, 1990, a shift differential of \$.50 per hour shall be paid to employees for work performed on the "power shift".

ARTICLE XVII - DUES CHECK OFF

SECTION A. The Employer shall deduct dues from the wages of all personnel covered by this agreement who have filed with the Employer a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Association shall advise the Employer of the fixed and standard dues of its members. The Employer shall deduct a proportionate amount from each bi-weekly pay check and deliver to the Association on the first of each month the previous month's dues collection.

ARTICLE XVIII - CONTINUATION OF BENEFITS NOT COVERED
BY THIS AGREEMENT

All benefits, terms and conditions of employment presently enjoyed by employees covered by this Agreement, that have not been included in this Agreement, shall be continued.

This Article shall not be construed to apply to anything included in the rules and regulations and the standard operating procedures of the Department of Public Safety; which cannot knowingly controvert anything in this agreement or any rights granted to employees by applicable law, or rights which are subject to negotiation.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term 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 of the parties at the time they negotiated and signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, executed by both parties.

Should agreement not be reached for 1997 and/or subsequent years by January 1, 1997, all rights, privileges and responsibilities under this Agreement shall be continued until a new Agreement is agreed upon and signed.

ARTICLE XIX - MANAGEMENT RIGHTS

SECTION A. The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the Department; (b) to hire, promote, transfer, assign, and retain employees in positions in the Department, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the Department operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the Department in situations of emergency. The Employer exercises these rights through the Revised General Ordinances of the Township of East Brunswick and such Rules and Regulations and Standard Operating Procedures as created pursuant to the Code of the Township of East Brunswick.

SECTION B. Nothing in this Article shall be interpreted to deprive any employee's rights guaranteed to him or her by Federal or State Law, and all the rights enumerated in this Agreement.

SECTION C. The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of the employer except as such right may be modified by the terms of this Agreement.

ARTICLE XX - STATEMENT OF POLICY AGAINST DISCRIMINATION

SECTION A. The Employer and Association both agree that they shall not discriminate against any employee because of race, religion, color, sex, marital status, military service, national origin, political affiliation, age or physical handicaps (except where age or physical handicap constitute a bona fide occupational qualification) and the parties further agree that no employee shall be discriminated against or interfered with because of Association activities or inactivity.

ARTICLE XXI - DURATION OF AGREEMENT

SECTION A. This Agreement shall be retroactive to January 1, 1994 and shall extend through December 31, 1996.

SECTION B. The parties do hereby agree that they shall commence negotiations for an agreement for the year 1997 during the first two weeks of September 1996.

ARTICLE XXII - SAVING CLAUSE

SECTION A. Should any part or any provision herein contained be rendered or disclosed invalid by reason of any existing or subsequently enacted State or Federal Legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portion thereof.

ARTICLE XXIII

(RESERVED)

ARTICLE XXIV - S.O.A. RIGHTS AND PRIVILEGES

SECTION A. Information. Management agrees to provide all information, in response to reasonable requests, pertaining to the employees' terms and conditions of employment as articulated in this Agreement.

SECTION B. Released Time for Meetings. Whenever any representative of the S.O.A. or any other employee covered by this Agreement is required or scheduled to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay or any other Agreement benefit to which he is entitled, such as vacation time or personal leave, etc., such activities shall be scheduled by or be scheduled with the approval of the Director of Public Safety. Approval as required shall not unreasonably be withheld.

SECTION C. Use of Municipal Meeting Rooms. The S.O.A. and its representatives may schedule the use of Municipal meeting rooms at all reasonable hours.

SECTION D. Use of Township Equipment. The S.O.A. may use Township office equipment (not to include supplies) as may be needed at reasonable times when such equipment is not otherwise in use. This use shall be arranged and approved by the Director of Public Safety and/or his designee. Such approval shall not be unreasonably withheld.

SECTION E. Bulletin Boards. The S.O.A. may have exclusive use of a bulletin board at a location to be approved by the Director of Public Safety. The S.O.A. shall also be designated adequate space by the Director of Public Safety on all official bulletin boards that may serve notice to anyone covered by this agreement.

SECTION F. Mail Facilities. The S.O.A. may use municipal mail facilities, except postage.

SECTION G. Leave Time for the S.O.A. President. During fixed times as approved by the Director of Public Safety, the President of the S.O.A. shall be permitted to meet during his tour of duty with his members. Such approval shall not unreasonably be withheld. If the President of the S.O.A. is required to appear at a hearing, court proceeding, or other action on behalf of the S.O.A., the President's schedule shall be changed to preclude the requirement that he work more than eight (8) hours in any 24-hour period.

SECTION H. Representatives to the State F.O.P. The F.O.P. state delegate may attend authorized state and county meetings, workshops, and F.O.P. state convention during their normal working hours with the approval of the Director of Public Safety. Such approval shall not unreasonably be withheld. The representative's schedule shall be changed to preclude the requirement that he work more than eight (8) hours in a twenty-four hour period.

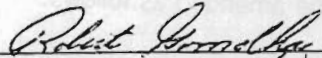
ARTICLE XXV - DISCIPLINARY MATTERS

Disciplinary actions must be in conformance with 40A:14-147 et seq. of New Jersey Statutes Annotated. It is Management's right and duty to review all allegations of negligence, improper procedure, misconduct, etc., of its employees in accordance with the policies and procedures of the Township of East Brunswick. Such review procedures shall be informal and shall not abridge the rights of the employee in accordance with 40A:14-147 et seq.

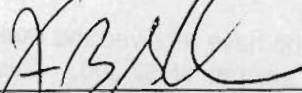
ARTICLE XXVI - CHANGES AND SUPPLEMENTS

SECTION A. Provisions of this Agreement may only be changed, supplemented, or altered only if both parties agree to such amendments in writing.

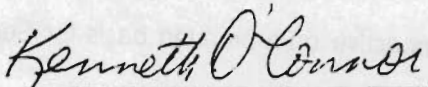
S.O.A.


Sgt. Robert Gomolka, President

3/9/94
Date


James Sullivan, Negotiation
Chairperson

3/9/94
Date



Kenneth O'Connor, Negotiation
Committee

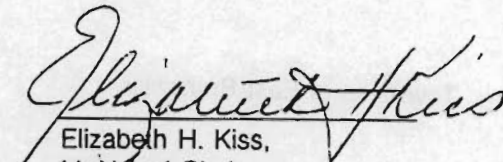
3/9/94
Date


Robert Bennett, Negotiation
Committee

3-11-94
Date

TOWNSHIP OF EAST BRUNSWICK


Ira Oskowsky,
Mayor


Elizabeth H. Kiss,
Municipal Clerk

4/14/94
Date

4/14/94
Date

SCHEDULE A

AMENDMENT TO AGREEMENT ENTITLED:
1988-1989 AGREEMENT, SUPERIOR OFFICERS ASSOCIATION,
FRATERNAL ORDER OF POLICE - LODGE #98
AND THE TOWNSHIP OF EAST BRUNSWICK
DATED 9 JUNE 1989

- A. Article XVI - Salary and Compensation would be amended as follows:
1. Identify existing paragraph as Section A.
 2. Section B. For those officer(s) who have received the rank of Sergeant First Class (SFC), each shall receive an amount of \$2,300. This amount shall be prorated for any year during which the rank is not held for the entire year. The amount of \$2,300 will be incorporated into the annual salary.
- B. The benefit contained herein would be retroactive on a prorated basis for Sergeant First Class Zajack to 1 October 1988.

Superior Officers Association - Fraternal Order of Police Lodge #98

ATTEST: _____

Sgt. Kenneth O'Connor, President

Township of East Brunswick

ATTEST: Elizabeth H. Kiss
Township Clerk

Jack G. Sinagra, Mayor

Date