

AGREEMENT

BETWEEN

THE TOWNSHIP OF MAPLEWOOD

-and-

NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION MAPLEWOOD LOCAL NUMBER 44

JANUARY 1, 2003 THROUGH DECEMBER 31, 2006

Prepared By
Law Offices Of:

GENOVA, BURNS & VERNIOIA
354 Eisenhower Parkway
Eisenhower Plaza II, Suite 2575
Livingston, New Jersey 07039-1023
(973) 533-0777

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THIS AGREEMENT, made effective as of January 1, 2003, and to be enforced during the calendar years of 2003, 2004, 2005 and 2006 between:

THE TOWNSHIP OF MAPLEWOOD

(hereinafter referred to as the "Township" or "Employer"), and

**NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION,
MAPLEWOOD LOCAL NUMBER 44,**

(hereinafter referred to as the "PBA").

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the Employer recognized as being represented by the PBA as follows:

ARTICLE I. RECOGNITION

The Employer hereby recognizes the aforementioned PBA as the exclusive representative for all its patrolmen, sergeants and all other superior officers in its Police Department in Maplewood, New Jersey, but excluding the Chief of Police and all other employees.

ARTICLE II. MANAGEMENT RIGHTS

It is understood and agreed that the Township possesses the sole and exclusive right to conduct the Township's business to manage and direct the affairs of the Police Department, to fulfill its lawful obligations and that all management rights repose in it except as modified or limited by the terms of this Agreement.

It is further agreed and understood that all rights of management are retained by the Township, unless otherwise specifically restricted by this Agreement and/or the provisions of P.L.1974, Chapter 123. This right would include, but shall not be limited to, the right to:

- A. Direct the employees;
- B. Hire, promote, transfer and assign;
- C. Suspend, demote, discharge, or take other disciplinary action for good and just cause.

It is specifically understood that this Article is subject to the provisions of this Agreement and P.L. 1974, Chapter 123, and subsequent amendments.

ARTICLE III. GRIEVANCE PROCEDURE

SECTION 1. DEFINITION: A grievance is defined as an alleged violation of this Agreement or an improper administrative decision, short of discharge.

SECTION 2. PURPOSE:

A. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the terms and conditions of employment of employees in Article I. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate members of the Police Administration, and having the grievance adjusted without intervention of the PBA, provided an adjustment is not inconsistent with this Agreement. The PBA will be given the opportunity to be present at such adjustments, provided the grievant requests same.

C. The Police Director shall receive copies of all grievance correspondence from both sides.

SECTION 3. PROCEDURE: An aggrieved employee shall institute action under the provisions hereof within fifteen (15) calendar days of the occurrence complained of. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance.

SECTION 4. The following procedure is mutually agreed upon. for the settlement of grievances:

STEP ONE: An employee with a grievance shall first discuss it with his Shift Lieutenant, or immediate supervisor, with the objective of resolving the matter informally.

STEP TWO: In the event that the aggrieved person is not satisfied with the decision of the Shift Lieutenant at STEP ONE, or in the event that no decision has been rendered by the Shift Lieutenant within seven (7) calendar days after presentation of the grievance to him, the matter shall be presented in writing and signed by the grievant or a representative of the PBA on his behalf to the Chief of Police or his designated representative. The Chief of Police or, his designated representative shall render his decision, with reasons, in writing, within fifteen (15) calendar days after the presentation of the grievance to him.

STEP THREE: In the event that the aggrieved person is not satisfied with the decision of the Chief of Police or his designated representative at STEP TWO, or in the event that no decision has been rendered by the Chief of Police or his designated representative within fifteen (15) calendar days after presentation of the grievance to him, the matter may be presented by the PBA in its discretion to the Township Committee. If the grievance is presented to the Township Committee in writing and signed, with a copy to the Chief of Police at least seven (7) ^{days} clays prior to a regular public meeting, it shall be taken up at that meeting. A decision, with reasons, shall be rendered in writing within seven (7) calendar days thereafter.

STEP FOUR: In the event that the PBA is not satisfied with the decision of the Township Committee, only the PBA in its discretion has fifteen (15) calendar days in which to request arbitration.

A. The arbitrator shall be selected in accordance with the rules and regulations of either the Public Employment Relations Commission or the New Jersey State Board of Mediation.

B. The arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the arbitration hearing.

C. The arbitrator's decision shall be final and binding upon all parties. Should the matter involve discipline or discharge under N.J.S.A. 40A:14-147, the aggrieved employee has the option to pursue his statutory remedy or elect arbitration, but in no event shall he be entitled to pursue both remedies.

D. The costs for the services of the arbitrator shall be borne equally by the Township and the PBA. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

SECTION 5. GROUP GRIEVANCES: A grievance affecting a group of employees under Article I may be submitted by the PBA on behalf of said named group at STEP TWO of the Grievance Procedure.

SECTION 6. CHARGES OR COMPLAINTS AGAINST EMPLOYEES:

A. Members of the Police Department hold a unique status as public officers in that the exercise of their duties is a portion of the police power of the State.

B. In view of the nature of their contracts and relationships with the public, questions may arise concerning the actions of the members of the Force. Such questions may require prompt investigation by superior officers or other competent authority.

C. To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each member of the Force, the following rules of procedure are hereby established:

(1) The interrogation of any member shall be at a reasonable hour, preferably when the member is on duty, and during the daylight hours unless the exigencies of the investigation dictate otherwise. In the latter event, reassignment of the member's tour of duty may be employed, where warranted.

(2) The interrogation shall take place at a location designated by the investigating officer, usually at headquarters.

(3) The members of the Department shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer and identity of all persons present during the interrogation, and the names of the complainant, if known to the Department.

(4) The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the Department being interrogated is a witness only, he should be so informed.

(5) The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

(6) The member shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary, punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that his conduct can become the subject of disciplinary action resulting in disciplinary punishment.

(7) Excluding investigations pertaining to alleged criminal offenses, in other cases wherein a member is to be interrogated concerning an alleged violation of the Department Rules and Regulations which, if proven, may result in disciplinary punishment upon him, he shall be afforded, if he so requests a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of

the PBA may be present during the interrogation but may not participate in the interrogation except to counsel the member. However, in such cases, the interrogation may not be postponed for the purpose of counsel and/or a representative of the PBA past four (4) hours following notification of the interrogation.

(8) Requests for consultation and/or representation or the recording of questioning in administrative investigations shall not be denied unless sufficient reasons are advanced by the Employer in writing.

(9) The complete interrogation of the member shall be recorded mechanically or by a stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be noted in the record.

(10) If a member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the United States Supreme Court requirements.

(11) Under the circumstances described in Paragraph (7), the member shall be given an exact copy of any written statement he may execute, or if the questioning is mechanically or stenographically recorded, the member shall be given a copy of such recording or transcript if requested by him.

(12) The refusal by a member of the Department to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.

D. No member shall be ordered to submit to a polygraph test for any reason. Such test may be given if requested by the member.

E. No member shall be ordered to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol in the blood for any reason except as may be

provided otherwise by specific statutory law. Such test may be given if requested by the member.

F. When an employee is "booked" (as that term is understood in the Department), he shall be notified of the booking immediately. He shall be advised of the rule or regulations or order which he allegedly violated.

The employee shall be furnished with copies of any and all documents relating to the offense as charged within twenty-four (24) hours of notification of booking and prior to any hearing on the matter. This shall include, but not be limited to, the identification of the booking car, Departmental reports and any and all other materials relating to the booking.

The employee shall have the same right to discovery as any defendant in a civil or criminal matter.

The complainant must be present as well as all witnesses at any hearing conducted following the booking.

ARTICLE IV. SALARIES

The January 1, 2003 through December 31, 2006 salary schedules for all officers recognized as being represented by the PBA shall be as set forth in Schedule "A" which is attached hereto and made a part hereof.

ARTICLE V. RETENTION OF BENEFITS

Except as otherwise provided herein, all working conditions under which the officers are presently operating shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions pertaining to the Police Department, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE VI. LEGAL AID

The Employer will provide legal aid to all personnel covered by this Agreement pursuant to the statutes of the State of New Jersey.

ARTICLE VII. DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE VIII. SAVINGS CLAUSE

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

ARTICLE IX. PBA RIGHTS AND PRIVILEGES

SECTION 1: Whenever any representative of the PBA or any police officer is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay or time off. Such representatives shall be limited to three (3) men from the same tour of duty, available manpower permitting.

SECTION 2: The PBA shall have the right to use the PBA bulletin board at Police Headquarters to post official PBA materials with the prior approval of the Police Director and President of the PBA.

SECTION 3: The President and State Delegate of the PBA shall have the right to attend regular Local and State PBA monthly meetings without loss of pay, subject to manpower needs of the Department.

SECTION 4: As provided by N.J.S.A. 40A:14-177, duly authorized representatives of the bargaining unit shall be permitted a leave of absence with pay to attend any State or National convention of the New Jersey State Policemen's Benevolent Association. This leave of absence shall be for a period inclusive of the duration of the convention with reasonable time allotted for time to travel to and from said convention. In addition, a certificate of attendance to the State convention shall, upon request, be submitted by the representative so attending.

SECTION 5: The PBA President shall receive copies of all directives, orders and memos issued by the Chief of Police, Director, Township Committee or any designated representatives for said individuals which affect or modify any terms and conditions of employment of employees covered by this Agreement. It is further understood and agreed that

all copies shall be provided to the President within five (5) working days (Monday through Friday, exclusive of Saturday and Sunday) of the issuance of same.

SECTION 6: The PBA President will be permitted two (2) days off with pay to attend the PBA mini convention provided he has an officer available to cover his tour in the event staffing falls below minimum.

ARTICLE X. SENIORITY

Seniority is defined as an employee's total length of continuous service with the Township beginning with his date of hire. It is agreed that any employee who voluntarily resigns or who is discharged for just cause shall suffer loss of seniority rights. Any employee who is granted a leave of absence without pay shall not enjoy such credit while he is on such leave.

Seniority in rank shall be used for purposes of providing preferential treatment for the most senior employee in his respective rank in the selection of vacations, demotions, recalls, scheduling of regular days off and any other substantial employee advantages.

When a member retires and is replaced by a new hiree, all members within said rank shall succeed in the days-off schedule to the entitlement of the next senior officer.

ARTICLE XI. RULES AND REGULATIONS

The Employer may establish and enforce reasonable and just rules and regulations in connection with its operation of the Police Department and maintenance of discipline. However, proposed new rules or modification of existing rules governing working conditions shall be negotiated and discussed with the majority representative prior to being established.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, but not illegal, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in this Agreement.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the Employer shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the rights of the employee granted by statute or this Agreement. This shall not operate as a stay of suspension or discharge.

Any new rule or regulation shall be supplied in writing to the PBA not less than 30 calendar days before the time of the required compliance. This 30 days time limit shall be applicable in all cases except those of unforeseeable emergency.

ARTICLE XII. LEAVES OF ABSENCE

A. FUNERAL LEAVE: A death in an employee's immediate family shall not be charged against his compensatory time off. Time off shall be given from the day of death until the day after the funeral, not to exceed three (3) calendar days immediately following the relative's death. In the event an officer is notified of a death while on his tour of duty and does not complete said tour of duty, that day shall not be included in determining the three (3) days funeral leave. In a case involving unusual circumstances, the Police Director may grant additional days off. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, grandparents and grandchildren, mother-in-law and father-in-law.

B. MILITARY LEAVE: Any employee called into the Armed Forces of the United States during national emergency, or drafted shall be given all the protection of applicable laws and leave of absence shall be granted.

C. Any employee with three (3) or more years of service desiring leave of absence without pay from his employment shall request such leave in writing, stating the reason for the leave, and must receive permission in writing from the Township in order for it to be effective. The maximum leave of absence shall be for ninety (90) days and may be extended for a like period by the Township. During the period of absence, the employee shall not engage in any gainful employment without the consent of the Township Committee. Any employee who fails to comply with this provision shall be subject to disciplinary action. Seniority and longevity shall be retained, but shall not accrue during such leaves. Time on leave shall not be counted in computing service for vacation purposes. The employee must make suitable arrangements for continuation of welfare and pension payments, if any, before the leave may be approved by the

Township. The Township shall have the right to require an employee returning from leave of absence for illness or injury to undergo a physical examination by a Township designated physician before he is returned to the job. An employee shall not be allowed more than six (6) months' leave without pay during the term of this Agreement.

D. MATERNITY LEAVE: Pregnancy related illness or disability will be treated as any other non-pregnancy-related illness or disability.

Employees who also give birth or adopt a child will be entitled to family leave benefits in accord with The State and Federal Family and Medical Leave Acts.

ARTICLE XIII. SICK LEAVE

Whenever an employee is injured, ill or disabled other than in the line of duty, the Township shall grant him a leave of absence up to ninety (90) days at full pay. For the next ninety (90) days, the Township shall grant him time off at one-half (1/2) his prevailing rate of pay. Only working days shall be computed in the foregoing calculation.

For every three (3) months of perfect attendance, an officer shall receive one (1) personal day. Depending upon the assignment of the officer, the officer shall be credited with a personal day in the amount of (I) 9 hours, 55 minutes; or (II) 8 hours.

ARTICLE XIV. HOLIDAYS

A. Each employee shall receive wages based upon eight (8.0) hours straight time hourly rate of pay for each of the following holidays:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

B. Employees shall be paid the holiday pay for any of the above holidays at the next pay period following the holiday.

C. If one of the above holidays falls within an employee's vacation period, the employee shall receive the holiday pay in addition to any vacation pay to which he may be entitled.

D. Pursuant to Article XVIII (Section 13), holiday pay shall be paid in base pay in equal installments for each pay period in the year but shall not be included in calculating the overtime rate.

ARTICLE XV. EQUIPMENT

SECTION 1: The Township shall, insofar as practical, provide the Police Department of the Township of Maplewood with essential equipment necessary to properly enforce the law, preserve the peace and provide public safety, and such equipment shall be kept in a good state of repair.

The Township shall replace all equipment which is required to be replaced by normal usage, procedure, wear and tear in the performance of duties of the Police Department.

Effective January 1, 2005, clothing and equipment damaged by a police officer in the line of duty shall be replaced by the Township.

SECTION 2: All motor vehicle apparatus shall be kept up to New Jersey State Inspection Laws and clean.

SECTION 3: Employees shall be allowed to remove their hats while operating in motor vehicles. Hats must be worn at all times when not in motor vehicles. Employees shall be allowed to remove their hats while in public restaurants.

SECTION 4: All patrol cars and unmarked cars shall be equipped with trunks that can be opened from the interior of the vehicle.

All police officers shall be furnished with new hollow point ammunition. All marked vehicles shall be equipped with alley lights and safety divider screens and all unmarked vehicles shall be equipped with portable lights.

ARTICLE XVI. HOURS OF WORK AND OVERTIME

SECTION 1: All shifts shall continue to be administered with regard to luncheon periods and breaks according to present practice.

The exceptions to the foregoing shall permit a Town Center officer who shall work from 9 a.m. to 5 p.m. and what is commonly known as East Post Assignment who shall work from 10 a.m. to 6 p.m., provided, however, in the event that complaints relative to the Town Center officer's hours of work by residents and/or Chamber of Commerce members are presented to the Township, the Chief of Police may require the Town's Center officer to work from 10 a.m. to 6 p.m..

The two (2) most senior officers in length of service shall have the preference to work a steady day post, which shall be known as Motor Patrol East Post and Motor Patrol West Post, available manpower permitting.

Two (2) motor vehicle posts shall be continued and shall be filled by two (2) police officers designated by the Chief.

There may be one (1) man patrols from dusk to dawn, so long as such are in accordance with generally accepted police standards.

SECTION 2: The work week shall consist of: (I) four consecutive working days consisting of a 9 hour, 55 minute shift per day; or (II) five consecutive working days consisting of an 8 hour shift per day.

SECTION 3: Depending upon the schedule of the officer, all work in excess of: (i) 9 hours, 55 minutes; or (ii) 8 hours shall be paid at time and one-half (1½) regular salary rates in cash. The employee's hourly rate shall be determined by dividing the employee's annual salary by the number 2080.

SECTION 4: An employee required to work beyond his regular tour of duty shall be paid overtime on the following basis:

A. Up to fifteen (15) minutes at the end of a shift, he shall receive no compensation for any time.

B. In excess of fifteen (15) minutes, but less than one (1) hour during the term of this contract, he shall be paid one (1) full hour at straight-time rates.

C. In excess of one (1) hour, he shall be paid at time and one-half (1½) rates on a minute-per-minute basis for the end of his shift.

It is understood that the employee shall not be entitled to any overtime payment for the presently required lineup time, and it is further understood that should any employee be recalled to work during his luncheon period while on the day shift, that he shall be paid for the full hour at prevailing rates, whether or not he is required to work it.

SECTION 5: (a) An employee who is recalled to duty to work unscheduled overtime shall be guaranteed a minimum of four (4) hours' pay at straight-time or at the prevailing overtime rate for all hours worked, whichever is the greater. An employee who is called to duty on his day off shall receive eight (8) hours' pay at straight-time or at the prevailing overtime rate for all hours worked, whichever is greater.

(b) Irrespective of the provisions of SECTION 5(a) above, time and one-half (1½) will be paid for all hours actually spent in court appearances. An employee shall be paid a minimum of one (1) hour for each municipal court appearance.

(c) There shall be no pyramiding of overtime.

SECTION 6: All paid overtime will be paid to the member within the pay period such overtime is earned, unless it is within the last nine (9) days of such pay period. If overtime is

earned within the last nine (9) days of the current pay period, it shall be paid to the member at the next regular pay date. Any overtime due a member shall be paid in cash.

SECTION 7: The Employer shall adopt no practice designed or intended to deprive the employees of legitimate overtime under this Article.

ARTICLE XVII. PERSONAL LEAVE

Compensatory time off will be granted at the officer's request whenever possible, subject to the manpower needs of the Department as determined by the Chief. Only in the most unusual circumstances will an officer be required to accept compensatory time at the Employer's demand. Unreasonable accumulation shall be defined as any time in excess of one hundred sixty (160) hours. The 160 hour maximum will not take effect until May 1, 2000. In no event will an officer be compelled to accept compensatory time in amounts of less than eight (8) hours.

ARTICLE XVIII. VACATION AND MISCELLANEOUS

SECTION 1: Vacation entitlement shall be as set forth in Schedule C and shall be administered as in the past, except that one (1) week of an officer's vacation shall be permitted to be taken in days. All individual vacation days must be selected by September 1 of the year in which they are to be taken. So-called odd or extra vacation days in excess of one (1) work week may be added to an officer's regular vacation, subject to manpower needs of the Department. Said days shall be credited on the books as vacation days and shall be given priority over compensatory time in determining manpower needs of the Department. Prior to September 1, whenever possible, an employee may take a vacation day off on seventy-two (72) hours' notice to the Chief as a matter of right. Other than in emergencies, the Township will permit officers to schedule single vacation days off provided the remaining manpower is at least at the minimum required on the specific tour. In the event this provision results in ten (10) emergency ("E") days in a calendar year, it will be discontinued at the discretion of the Police Director. Vacations may be taken during all twelve (12) months of the year.

SECTION 2: When a member is transferred from one division to another or is promoted, the officer shall have the option of demanding payment for all accumulated compensatory time off or he may accept such transfer or promotion without loss of the accumulated time.

SECTION 3: All male police officers shall regulate their hair style and facial hair growths to conform with the standards for on-duty appearance as listed below:

A. Hair

- (1) The style shall be of medium length and fullness.
- (2) The duck tail length is prohibited.

(3) Bushy hair protruding from the sides or back of the head, when a hat is worn, is prohibited.

(4) A neat pattern on the rear of the neck shall be maintained. The growth must be neatly trimmed near the collar line and shall not extend over a shirt or coat collar.

B. Sideburns

(1) The length shall not extend beyond the top of the ear lobe.

(2) The width shall not exceed 1 ¼ inches at the broadest point.

(3) The growth shall not be more than ¼ inch in depth.

C. Mustache

(1) The pattern shall be neatly trimmed.

(2) The extent of growth shall be limited to the corner of the mouth.

(3) The thickness shall be no more than ¼ inch in depth and not appear bushy.

D. Full Beards/Goatees

Full beards, goatees or other growths of hair below lower lip, in the chin, or lower jawbone area are prohibited.

E. Clean Shaven

Except for the areas of facial growth permitted by this section, all members shall be clean shaven.

SECTION 4: Officers shall be required to deliver mail to Township Committee members and Township Attorney only. However, in an emergency, they may be ordered to make deliveries to other individuals.

Officers will be required to move dead animals to the side of the road, providing that said animal impedes the flow of traffic. Except in case of emergency and the unavailability of the Animal Control Officer, police officers will not be required to otherwise handle any animal calls.

SECTION 5: All officers assigned to headquarters duty will be allowed thirty (30) minutes off for meals during the shift. Said officer will not be allowed to leave the building but may leave the desk. This agreement shall include both the reserve and desk officers or any other officer acting as desk officer.

SECTION 6: Uniforms may be purchased from any uniform supplier if the supplier meets all Township specifications, which specifications will be supplied to the PBA within thirty (30) days of the execution of this Agreement. However, in the event of the initial issue of uniforms to a new officer, the Township will designate both the tailor and supplier of said initial issue.

SECTION 7: Police officers will be reimbursed at the rate of four (\$4.00) dollars for each breakfast and eight (\$8.00) dollars for each lunch that the employee eats while undergoing educational training. An officer will be reimbursed by the Township at the per mile rate approved by the I.R.S. for the use of his/her personal vehicle, except there will be no compensation when car is used for local in-service training. However, an officer shall not submit a voucher for such reimbursement until such expenses amount to a minimum of One (\$1.00) Dollar.

SECTION 8: It is agreed that there shall be no telephone standby time required.

SECTION 9: The holidays set forth in ARTICLE XIV shall be administered as in the past.

SECTION 10: The entire Police Department shall qualify under Blue Cross Series 750.

Effective January 1, 2006, the Township shall have the right to change health insurance carriers, provided that the level of benefits remains substantially equal to the current level of benefits and that the provider network remains substantially equal to the existing provider network.

The Township shall continue to provide a dental plan at a cost not to exceed the actual annual premium per enrollee as of December 31, 1998. It is understood that this may result in a diminution of benefits to the members should the Township be unable to obtain a contract of insurance providing the same benefits as presently enjoyed for said premium.

SECTION 11: No officer shall be required to perform ambulance duty.

SECTION 12: There shall be a limit of three (3) patrolmen of the Department on vacation at one time.

SECTION 13: The Agreement will be modified effective January 1, 2001 to provide as follows: Longevity pay and holiday pay will be rolled into base pay for all purposes as required by law, including pension calculations. (By way of example, the parties recognize that holiday pay will not be included in base pay for purposes of overtime calculations; longevity pay will be rolled into base pay for purposes of the hourly base rate, pension calculations and overtime calculations; holiday pay will be rolled into base pay for purposes of pension calculations.)

ARTICLE XIX. DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of proper written authorization, the Township shall deduct PBA dues on a pro-rata basis and shall remit the monies collected to the PBA once each month. The PBA agrees to indemnify and hold harmless the Township from any causes of action, claims, loss or damages incurred as a result of this clause.

All deductions under the Articles shall be subject to revocation by the employees who executed such assignments, upon giving written notice to that effect. Such notice shall be given to the PBA and the Township Treasurer. The Township Treasurer shall thereafter cease withholding any monies whatever under such checkoff authorization.

Assignees shall have no right to or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The Township or any of its officers and employees shall not be liable for any delay in carrying out such deduction, and upon forwarding a check in payment of such deductions by mail to the assignees' last known address, the Township and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

The Township shall not deduct dues from any employee's salary for an organization other than the PBA.

ARTICLE XX. AGENCY SHOP

SECTION 1:

Purpose of Fee: If an employee covered by this Agreement does not become a member of the PBA during any membership year (*i.e.*, from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the PBA as majority representative.

SECTION 2:

Amount of Fee:

A. Notification: Prior to the beginning of each membership year, the PBA will notify the Township in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

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

SECTION 3:

Deduction and Transmission of Fee:

A. **Notification:** Once during each membership year covered in whole or in part by this Agreement, the PBA will submit to the Township a list of those employees who have not become members of the PBA for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph "B" below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

B. **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 aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

- (1) Ten (10) days after receipt of the aforesaid list by the Township; or
- (2) Twenty (20) days after the employee begins hi or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Township in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

C. **Termination of Employment:** If an employee who is required to pay a representation fee terminates his or her employment with the Township before the PBA has received the full amount of the representation fee to which it is entitled under this Article, the

Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

D. **Mechanics:** Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

E. **Changes:** The PBA will notify the Township in writing of any changes in the list provided for in paragraph "A" 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 Township received said notice.

F. **New Employees:** On or about the last day of each month, beginning with the month this Agreement become effective, the Township will submit to the PBA a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

SECTION 4: The PBA agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as; amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the PBA. Such proceedings shall provide for an appeal by either the PBA or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

ARTICLE XXI. RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

SECTION 1: It is recognized that the need for continued and uninterrupted operation of the Township's department and agencies is of paramount importance of the citizens of the community, and that there shall be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the PBA, its officers, members, agents or principals will not engage in strikes, slowdowns, lockouts, mass resignations, mass absenteeism, picketing, demonstrations or other similar action which would involve suspension of or interference with normal work performance.

SECTION 2: The Township shall have the right to discipline or discharge any employee engaging in such acts as listed above.

ARTICLE XXII. FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding of the settlement between the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any subject 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 or signed this Agreement.

The provisions of this Article are not intended to derogate the rules and regulations of the Public Employment Relations Commission.

ARTICLE XXIII. DURATION

This Agreement shall be in effect from January 1, 2003 through December 31, 2006, without any reopening date.

This Agreement shall continue in full force and effect from year to year thereafter, unless one party to the other gives notice, in writing, no later than sixty (60) days from the expiration date.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

TOWNSHIP OF MAPLEWOOD

ATTEST: Elizabeth J. Fritzgen BY: [Signature]

NEW JERSEY STATE PBA
MAPLEWOOD LOCAL NO. 44

ATTEST: BY: [Signature]

SCHEDULE A-1

Effective for Police Officers hired before July 10, 1996

Salaries for all employees covered by this Agreement shall be as follows, retroactive to

January 1, 2003:

2003	2004	2005	2006
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CAPTAIN	\$85,401.	\$90,525.	\$94,598.	\$98,855.
LIEUTENANT	78,336.	83,037.	86,773.	90,678.
SERGEANT	71,273.	75,550.	78,950.	82,502.
PTL. 1 st CLASS	64,211.	68,064.	71,127.	74,327.
PTL. 2 nd CLASS	61,253.	64,928.	67,850.	70,903.
PTL. 3 rd CLASS	58,408.	61,913.	64,699.	67,610.
PTL. 4 th CLASS	55,450.	58,777.	61,422.	64,186.
PTL-5 th CLASS-	52,606.	55,763.	58,272.	60,894.

STIPENDS

EXEC. OFFICER	2,967.	3,145.	3,287.	3,435.
DETECTIVE	2,021.	2,142.	2,239.	2,339.

SCHEDULE A-2

For Police Officers hired on or after July 10, 1996

	2003	2004	2005	2006
CAPTAIN	\$85,401.	90,525.	94,598.	98,855.
LIEUTENANT	78,336.	83,037.	86,773.	90,678.
SERGEANT	71,273.	75,550.	78,950.	82,502.
PTL. 1 st CLASS	64,211.	68,064.	71,127.	74,327.
PTL. 2 nd CLASS	61,253.	64,928.	67,850.	70,903.
PTL. 3 rd CLASS	58,408.	61,913.	64,699.	67,610.
PTL. 4 th CLASS	55,450.	58,777.	61,422.	64,186.
PTL. 5 th CLASS	52,606.	55,763.	58,272.	60,894.
PTL. 6 th CLASS	43,126.	45,714.	47,771.	49,920.
PTL. 7 th CLASS	36,778.	38,984.	40,739.	42,572.
ACADEMY	-----	24,000.	25,440.	26,585.

The Executive Officer shall receive additional compensation of \$2,839.60 in addition to his regular compensation.

All Patrolmen serving in the Detective Bureau shall receive additional compensation in the sum of \$1,934.44 per annum, in addition to their regular compensation.

There shall be established in the Detective Bureau seniority in rank solely in accordance with length of service in said Detective Bureau.

All Patrolmen and Officers shall receive a clothing allowance of \$1,175.00.

All Patrolmen and Officers shall receive a weapons and maintenance allowance of \$350 per year.

Longevity pay of ten (10%) percent shall become effective after the completion of twenty-four (24) consecutive years of service.

Effective January 1, 2001 the longevity schedule for new hires shall be in accordance with the following schedule:

Completion of five consecutive years of service: \$800.00

Completion of ten consecutive years of service: \$1600.00

Completion of fifteen consecutive years of service: \$2400.00

Completion of twenty consecutive years of service: \$3200.00

Completion of twenty-five consecutive years of service: \$4000.00

SCHEDULE B

Purchase of uniforms must be made in accordance with the specifications of the Township. Billing procedures are as follows:

1. Fifty (50%) percent of the allotted clothing allowance will be used for maintenance and cleaning. This check will be issued in the spring of the year.

2. Fifty (50%) percent of the allotted clothing allowance will be used for the purchase of uniforms. This check will be issued in the fall of the year.

The total clothing allowance allotted toward the purchase of uniforms during the term of this Agreement shall be as set forth in Schedule A.

SCHEDULE C

VACATIONS

VACATION ENTITLEMENT

SECTION 1:

- A. Persons employed one year or less
 - 1. Persons employed prior to August 1st in any calendar year shall in that year receive a vacation of one day for each month of consecutive service prior to August 1st.
 - 2. Persons employed after August 1st in any calendar year shall in the next succeeding year receive a vacation of one day for each month consecutive service from the date of employment to the date of commencement of vacation but in no event more than ten (10) working days vacation.
- B. Persons who have completed one to three (3) consecutive years of service with the Township shall receive a vacation of three (3) calendar weeks.
- C. Persons who have completed three (3) to ten (10) consecutive years of service with the Township shall receive a vacation of three (3) calendar weeks and three (3) days, of which two (2) calendar weeks shall be consecutive or as best meets the needs of the Township.
- D. Persons who have completed ten (10) to fifteen (15) consecutive years of service with the Township shall receive a vacation of four (4) 4 calendar weeks, of which two (2) calendar weeks shall be consecutive or as best meets the needs of the Township.
- E. Persons who have completed fifteen (15) to twenty (20) consecutive years of service with the Township shall receive a vacation of four (4) calendar weeks and three (3) days, of which two (2) calendar weeks shall be consecutive or as best meets the needs of the Township.
- F. Persons who have completed twenty (20) consecutive years of service with the Township shall receive a vacation of five (5) calendar weeks, of which two (2) calendar weeks shall be consecutive or as best meets the needs of the Township.

SECTION 2: Effective January 1, 1986, persons whose anniversary hire dates fall between January 1 and June 30 shall be entitled to take their increased vacation time during the

year they attain the necessary job tenure. Those persons whose anniversary hire dates fall between July 1 and December 31 shall be entitled to take their increased vacation time in the calendar year following the year in which they attain the necessary job tenure.