

AGREEMENT

BETWEEN:

**TOWNSHIP OF RANDOLPH
MORRIS COUNTY, NEW JERSEY**

AND

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 403A

SUPERVISORY OFFICERS INCLUDING, LIEUTENANTS AND SERGEANTS

JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

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PREAMBLE

This AGREEMENT entered into this _____ day of _____, 2020 by and between the TOWNSHIP OF RANDOLPH, in the County of Morris, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and the Policemen's Benevolent Association Local 403A, hereinafter called the "PBA".

ARTICLE 1
RECOGNITION

The Township hereby recognizes the PBA as the exclusive collective negotiations agent for Supervisory Officers employed in the Police Department of the Township.

ARTICLE 2

MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
- 1) To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
 - 2) To hire all employees subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 - 3) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other National, State, County or Local laws or ordinances.

ARTICLE 3
PBA RIGHTS

- A. The Township agrees to grant time off while working, as provided by State Statute, to the President and the State Delegate of the PBA or their designee(s) to attend State meetings or conventions, provided seventy-two (72) hours written notice is given to the Chief of the Department by the PBA. In addition, two (2) employees or 10% of the members of the negotiation unit shall be released without loss of pay to attend conventions of the State PBA.

The Township will not compensate officers attending the above listed meetings or conventions if the officer is not scheduled to work.

Union activities, while working, outside of the above defined functions shall be limited to one Executive Board member or his/her designee and shall not exceed one hour in any shift.

- B. During Collective Negotiations, authorized PBA Representatives not to exceed three (3), including the President of the PBA, shall be excused from their work duties to participate in collective negotiations sessions which may be mutually scheduled to take place during their regularly scheduled work time, and shall suffer no loss of regular pay thereby, however, other off-duty officers may participate in such negotiations.
- C. The Township agrees that the PBA shall have the right through a three (3) officer committee including the President of the PBA, to make recommendations and suggestions in connection with the revision of the present Police Department Rules and Regulations. The impact of such revision of rules on working conditions, if any, shall be negotiated with the PBA.
- D. The Township agrees that in the event that disciplinary action is taken in the form of formal, filed charges against any officer, said officer shall be permitted to have his personal attorney, the PBA Attorney and/or the PBA President and/or a PBA Council Staff Representative present at such formal proceedings, provided that all costs for such persons shall be borne solely by the Officer and/or the PBA.

ARTICLE 4

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin, physical disability or other legally protected classification in accordance with State and Federal law.

ARTICLE 5

WORK WEEK AND OVERTIME

- A. The normal work week for Supervisory Officers shall begin on Monday morning at 12:01 a.m. and end on the following Sunday at 12:00 midnight. The patrol division shall have a work schedule of twelve (12) hours per day, four (4) days on, followed by four (4) days off with a two-week rotation. Administrative and Services personnel will work a 40-hour per week schedule as assigned by the Chief of Police.

The Chief of Police may change an officer's schedule to meet the operational needs of the department.

- B. It is understood by the parties hereto that Supervisory Officers covered by this Agreement are managerial positions to which officers are appointed through promotion and are compensated as such. Therefore, although the hours set forth above are those which should be maintained, if the managerial or supervisory responsibilities of these positions require additional effort to be met, such additional effort will be put forth in order to meet those requirements with the exceptions as stated in Paragraphs C, D, and E.

- C. A Sergeant who is required to work longer than his/her regular tour of duty or more than four (4) or five (5) work days in any work week, depending on the officer's assignment, shall be paid for overtime at time and one-half or he/she may opt for compensatory time off, subject to the approval of the Chief of Police at the rate of one and one-half hours off for every overtime hour worked. Such compensatory time shall accumulate and be used at the employee's request subject to prior departmental approval.

- D. A Lieutenant shall be paid for overtime when required to remain on duty or he/she is called into service to assume the duties of a shift leader subject to the following:
- 1) The call-in list for all sergeants has been exhausted, or
 - 2) A senior patrol officer capable of supervising a shift is not on duty, or
 - 3) When no other officers are available or willing to work, or

- 4) In an emergency or special event at the discretion of the Chief of Police when he/she deems it necessary for a lieutenant to be on duty in order to take command.

A detective lieutenant shall be paid for overtime when required to remain on duty, or he/she is called in to service to act in the capacity of a detective.

- E. Should it become necessary for an employee to appear to testify in superior, county, municipal, or other court on official business other than his/her regularly scheduled duty time, such employee shall receive compensation for such appearance at time and one-half. Employees will be paid for a minimum of two hours for call-ins. In lieu of cash payment, an employee may opt for compensatory time off at the rate of time and one-half the hours worked. Such compensatory time shall accumulate and be used at the employee's request subject to prior approval of the Chief of Police.
- F. All personnel shall have the option of receiving compensatory time at the time and one-half rate when they are required to work other than their normally scheduled shift assignment. Such compensatory time shall accumulate and be used at the employee's request subject to prior departmental approval.
- G. Officers working a 4 on/4 off 12-hour schedule (Patrol Division) shall earn compensation in the form of bank time earned at the rate of 9.66 hours per month.

Officers earning bank time shall use same in the calendar year in which it was earned. Bank time shall not be carried into the next calendar year.

Officers who are on light duty (8 hour shift) or out of work due to injury shall not accumulate bank time while they are unavailable for full duty on a 12 hour shift.
- H. For the purpose of this Article, the hourly pay rate shall be calculated by combining standard base pay rates with longevity increments, where applicable. The time and one-half rate shall be calculated by multiplying the hourly rate by 1.5.
- I. The hourly rate, paid to the officer, for third-party services shall be \$65/hour for Randolph Board of Education, Township Projects, Randolph non-profit agency projects/activities, and other public agency projects in Randolph billed directly by the agency. For all other groups and entities, the hourly rate shall be equal to the starting

Sergeant overtime rate of pay. Each pay rate shall have a 4-hour minimum call out. Cancellation of outside detail projects will be subject to the 2-hour cancellation policy as written in the police detail agreement.

ARTICLE 6

HOLIDAYS

- A. The Township agrees to provide thirteen (13) paid holidays to each employee.
- B. Compensation for these thirteen (13) days shall be incorporated into the employee's base rate of pay, but shall not be used in the computation of overtime compensation.
- C. The designated holidays are:

New Year's Day	Labor Day
Martin Luther King's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving
Easter	Day after Thanksgiving
Memorial Day	Christmas
Fourth of July	

- D. Holiday pay shall be based upon salary plus longevity plus college credit pay.

ARTICLE 7

VACATIONS

A. All employees shall receive vacations as follows:

After 1 st year	80 hours
January 1 st following the sixth year of service	120 hours
January 1 st following the thirteenth year of service	160 hours
January 1 st following the eighteenth year of service	160 hours plus 8 hours for each year served over 18

B. Vacations are to be effective from January 1 to December 31, and are granted on a calendar year basis for employees who remain on the payroll continuously and without interruption for the requisite number of years. Leaves of absence shall neither break continuity of service, nor be counted for purposes of accruing additional vacation under this section. Issues which may arise as to creditable service shall be controlled by applicable law.

C. Vacations shall be taken during the current calendar year at such time as permitted or directed by the Chief of Police. If in any calendar year such vacation periods or parts thereof are not used, they should be used during the next calendar year only. Only one (1) year's worth of vacation time may be carried over one year to the next, except by written authorization of the Township Manager.

D. Request for vacation time off must be submitted through the chain of command at least ten (10) days prior to the start of the time requested. If a vacation request causes minimum staff to fall below acceptable levels, the department will make all efforts to fulfill the necessary manpower by posting the shift as available overtime. In the event that the shift cannot be filled by overtime, the vacation request will be denied. Vacation requests submitted less than ten (10) days prior to the day(s) sought off may be approved if no overtime is required to cover the shift(s).

ARTICLE 8

SICK AND BEREAVEMENT LEAVE

A. Service Credit for Sick Leave

- 1) All employees shall be entitled to sick leave with pay based on the current rate of compensation for their rank.
- 2) Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods when the presence of the employee is necessary to care for the employee's spouse, civil union partner or other members of the immediate family due to illness or injury. For the purposes of this section, immediate family is defined as spouse, civil union partner, children, parents or stepchildren of the employee who reside with the employee. When qualifying, sick leave shall be used concurrent with FMLA and NJFLA leave consistent with Township policy.

B. Amount of Sick Leave

- 1) Sick leave with pay shall accrue to any full time employee on the basis of ninety six (96) hours per year.
- 2) Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.
- 3) Officers may use up to 36 hours of their yearly allotted 96 hours as personal time to be used in times of emergencies requiring absence from their shift, or a portion of their shift. Officers desiring to use personal hours must notify the department at least one (1) hour before their scheduled shift or when the emergent issue is discovered, if the member is already on duty, subject to approval for release from a superior officer. For the purpose of this paragraph, an emergency is defined as an event that cannot be foreseen and cannot be prescheduled, but requires the officer's attendance. Examples

include, but shall not be limited to, a broken water pipe, water tank or furnace at the officer's home. Unused personal time shall not accrue year to year. Rather, unused hours of personal time shall accumulate in the officer's sick bank per B (2) of this Article.

C. Reporting of Absence of Sick Leave

1) If any employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time, except in emergencies.

(a) Failure to notify his superior, or desk officer, may be cause for denial of the use of sick leave for that absence.

(b) Absence without notice for five (5) consecutive days may result in disciplinary action which may include dismissal in accordance with law.

D. Verification of Sick Leave

1) An employee who shall be absent on sick leave for four (4) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave may be cause for disciplinary action.

2) The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined at the expense of the Township by a physician of the Township's choice. Such examination, together with other relevant medical evidence, shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

3) Employees absent on sick leave shall be required to be either at home, obtaining medical treatment or medication, or in transit to a medical care facility or pharmacy during their regular duty hours.

E. Payment for Accumulated Sick Leave at Retirement

- 1) Supervisory Officers in good standing with the department shall be eligible to receive 50% of accumulated sick leave at retirement based on the following scheduled:

<u>Years of Service</u>	<u>Maximum Number of Days to be Paid (50% of Accumulated Days up the Maximum Shown)</u>
25	70
26	72
27	74
28	76
29	78
30	80

Employees hired after January 1, 2012 shall accumulate sick leave in the same manner, but the payout at retirement shall be capped at \$15,000.00

Employees hired after January 1, 2016 shall not be entitled to payment for accumulated unused sick leave at retirement.

Good standing at retirement shall be defined as an employee retiring of his/her own accord and not as a result of an agreement to avoid criminal conviction, dismissal through disciplinary proceedings, or a result of a plea bargaining agreement, or a criminal conviction

- 2) The benefit shall be calculated at the employee's current salary at the time of retirement and shall be paid within 30 days from the effective date of retirement.

It is strongly recommended that employees who expect to retire formally advise the Chief of Police of their retirement date no later than January 15 of the year of retirement to assure availability of funds for this benefit.

F. Donated Sick Leave Program

- (1) An employee may be eligible to receive donated sick leave if the employee:
 - a. Has completed at least one year of continuous service with the Township;

- b. Has exhausted all accrued sick, vacation, bank time, and personal days as well as all compensatory time off; and
- c. Either:
 - i. Suffers from a catastrophic health condition or injury;
 - ii. Requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow); or
 - iii. A family member suffers from or has suffered a catastrophic health condition or injury.
 - (a) For purposes of this section, a "catastrophic health condition or injury" shall be defined as
 - 1. A life-threatening condition, injury, or combination of conditions which are life-threatening.

(2) A Township employee may seek approval of his or her participation in the program, as a leave recipient or leave donor. The employee's supervisor may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.

- a. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the Township Manager medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be. Such time shall also include a period of rehabilitation from the catastrophic illness or injury.
- b. When the Township Manager has approved an employee as a leave recipient, the Township Manager, or his designee, shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner requesting the donation of leave time.
- c. If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.

d. Employees wishing to donate sick leave shall notify the Chief of Police, or his designee, who shall track and record the leave donated. The Chief of Police shall also be responsible to report to the Finance Office the donation of sick leave and the use of the donated sick time.

(3) Donation of sick leave is strictly voluntary and any donation of sick time made shall be of the donor's own will and judgment. No employee is required to donate sick time under this program.

(4) A leave donor shall not donate more than 80 such hours to any one recipient.

a. A leave recipient shall receive no more than 480 hours.

b. A leave donor shall have remaining at least 160 hours of accrued sick leave after donating sick leave.

c. A leave donor shall not revoke the leave donation.

(5) While using donated sick leave time the leave recipient shall not accrue sick leave, vacation leave or personal leave for the period of their absence.

a. Any unused, donated sick leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.

b. Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the leave donation program.

(6) In the event there are insufficient donated days to compensate the employee at his/her usual rate of pay, the employee may request to have the leave continue as an approved unpaid leave and/or Family Medical Leave, if applicable.

(7) An employee shall be prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving or using donated leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee.

(8) On behalf of its members, the PBA agrees that any employee who invokes the provisions of this program, or seeks inclusion in this program, hereby agrees as follows:

- a. The right to challenge or litigate the application of this program in any court, State or Federal, is hereby waived;
- b. Any claim brought to challenge the application of this program, including any statutory claim under Title VII of the Civil Rights Act of 1964 and 1991, as amended, 42 U.S.C. § 2000e, et seq. and laws amended thereby; the Civil Rights Act of 1966, 42 U.S.C. § 1981, et. seq.; the Civil Rights Statutes contained in 42 U.S.C. §§ 1983, 1985, and 1986 and any related laws; the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et. seq.; the New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. 10:5-1, et. seq.; the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq.; 29 U.S.C. § 1001, et seq.; the Rehabilitation Act of 1973, and any other Federal, State or local laws shall subject to the arbitration provisions of the parties' Collective Negotiations Agreement;
- c. Any such claim must be filed no more than six (6) months after the date of the action that is the subject of the claim, waiving any statute of limitations to the contrary.

G. BEREAVEMENT LEAVE

- A. In case of death in the immediate family, an employee shall be granted up to three (3) days leave.
- B. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law or sister-in-law and step parent.
- C. Reasonable verification of the event may be required by the Township.
- D. In the event of a death in the immediate family which would cause the employee to travel considerable distance or would otherwise entail additional time-off, a maximum of five (5) days may be granted by the Chief of Police at his discretion in unusual or extraordinary circumstances.

ARTICLE 9
WORK INCURRED INJURY

- A. For the purposes of this Article, injury is as defined in NJ Workers' Compensation law and/or regulation or as determined by the Workers Compensation court.
- B. Where an employee covered under this Agreement suffers a work connected injury or disability as defined in NJ Workers' Compensation law and/or regulation or as determined by the NJ Workers' Compensation court, the employer shall continue such employee at full pay for a period not to exceed one (1) year, during the continuance of such employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act or any other insurance paid for by the employer, shall be paid over to the employer. The employee may be required to present evidence by a certificate from a responsible physician that he is unable to work. The employer may require the said employee to present an additional certificate from the Police Surgeon or other designated Township physician; however, if such certificate is required, then the employee shall not be caused to pay for same.
- C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the employer or by its insurance carrier, then and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workmen's Compensation or by the final decision of the last reviewing court, which shall be binding upon the parties.
- D. In the event a dispute arises as to whether an absence shall be computed or designated as a sick leave or as an injury on duty, the parties agreed to be bound by the decision of the last reviewing court.
- E. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties. At such times that an absence is

determined to be due to an injury on duty, then any sick time charged to the employee will be re-credited.

- F. The Chief of Police shall be empowered to assign an employee to alternative duty assignments provided that the following steps are taken:
1. The Worker's Compensation doctor shall certify that the employee's condition is not compromised by said assignment.
 2. The Chief of Police has sufficient need to assign the employee to Alternative Duty.
 3. Alternative Duty Assignments shall be at the discretion of the Chief of Police.
- Employees on Worker's Compensation are not guaranteed Alternative Duty Assignments.

Alternative Duty Assignments shall be temporary in nature.

ARTICLE 10

SALARIES

- A. Salaries for supervisory officers shall be as follows:
1. For 2020, officers will receive a 2.0% increase to base salary, retroactive to 1/1/2020;
 2. On 1/1/2021 officers will receive a 2.0% increase to base salary;
 3. On 1/1/2022 officers will receive a 2.0% increase to base salary;
 4. On 1/1/2023 officers will receive a 2.0% increase to base salary.

The salary rates for Supervisory Officers are attached as Schedule A.

- B. Detective pay in the amount of \$1,500 per year shall be included in the employee's base pay but shall not be used in the computation of overtime. Detective pay is conditioned upon assignment to detective work, which includes on-call responsibilities/scheduling and the wearing of a department owned and assigned Nextel/Blackberry while off-duty.
- C. All personnel will receive their increments as of January 1st annually.

ARTICLE 11
POLICE SCHOOL

- A. Supervisory Officers may be required to attend police training schools.
- B. Any Supervisory Officer required to attend training schools or meetings beyond his regular tour of duty may receive compensatory time off where the granting of such time would not interfere with departmental operations, in the opinion of the Chief of Police. Where granted, such time shall be at the rate of one-and one-half hours for the time while actually attending school.
- C. Training Days
 - 1. Officers will be provided with two (2) training days per year to train on the following areas:
 - a. Semiannual firearms qualifications;
 - b. Active shooter training;
 - c. Advanced weapons and/or tactical training
 - 2. Training days will be scheduled on an officer's off duty time, which day shall be scheduled with as much advance notice as possible, absent extenuating circumstances.
 - 3. Officers will be given a reasonable amount of time to select a day to participate in off-duty training from dates provided by the Administration. Officers are expected to make reasonable attempts to attend training on off-duty days. If an officer cannot train on one of the offered training days, they may be assigned a modified training day during their regularly scheduled shift. Once an officer selects a specific date, it will be treated as a work obligation and the officer will be required to attend that training session unless extenuating circumstances

exist and approval is given by the Division Commander to change dates and attend another training session.

- a. Administration reserves the right to make reasonable changes to the training participants scheduled on any day depending on the amount of participants, the availability of instructors and the specific training.
4. Officers in the Patrol Division who train on an off-duty day will receive TRAINING TIME at the rate of 1 hour of straight time for each hour in training. All other officers not assigned to the Patrol Division who attend training days will receive TRAINING TIME at the rate of 1 hour of straight time for each hour in training beyond their normal scheduled work day. Officers who work as instructors will receive COMPENSATORY TIME at the rate of 1.5 hours of time for each hour they work as instructors.
5. Use of TRAINING TIME will be used at the member's discretion based upon approval by the Administration, and in accordance with the collective negotiations agreement and Department policy. In this regard, TRAINING TIME will be treated the same as BANK TIME and cannot create overtime and cannot be carried over from one year to the next.
6. The Administration will provide TRAINING TIME in the amount of twenty-four (24) hours to each officer on January 1 of each year that this agreement is in effect.

- a. Officers who are transferred out of the Patrol Division and/or those who do not participate in training on off-duty days and who were provided with TRAINING TIME as outlined herein shall reimburse the Township for the time provided from other accumulated leave on an hour for hour basis.

D. Additional Training Hours

1. Officers will be afforded ADDITIONAL TRAINING HOURS throughout the year, outside of semi-annual firearms qualifications, as Police Administration sees fit. The additional training will encompass Firearms, Active Shooter, and Advanced Weapons and/or Tactical Training.
2. Officers will be given a reasonable amount of time to indicate their participation in off-duty additional training dates provided by the Administration which are considered to be voluntary participation. If an officer indicates a willingness to voluntarily participate in ADDITIONAL TRAINING, the officer shall attend the TRAINING HOURS on the scheduled date as it will be considered a work obligation.
3. All officers who TRAIN during these ADDITIONAL specially selected TRAINING HOURS dates outside of semi-annual firearms qualifications, will receive TRAINING TIME at the rate of 1 hour of STRAIGHT TIME PAY for each hour in TRAINING. Officers who work as instructors will receive COMPENSATORY TIME at the rate of 1.5 hours of time for each hour they work as instructors.
4. Use of any and all additional TRAINING TIME will be governed the same as Article XI, C.5. and C.6. of this AGREEMENT.

ARTICLE 12

CLOTHING ALLOWANCE

- A. The Township will supply uniforms to all members of the Uniformed Force. The issue of various items of uniform and equipment will be on an as-needed basis. Officers shall be limited to only those items that comply with the bid specifications of the uniform contract or can be reasonably shown to be utilized for work purposes.

The ultimate decision as to need and/or compliance shall rest with the Chief of Police.

- B. Funds shall be made available to Supervisory Officers assigned to plain clothes to reimburse for repair and replacement of clothing damaged while on duty. Reimbursements will be made available on a receipt turn-in basis through the Chief of Police.

The plain clothing reimbursement/repair allotment shall not exceed an annual maximum of \$750 during the term of this agreement.

ARTICLE 13
INSURANCE

A. Medical Coverage/Prescription Plan

- 1) The Township shall comply with the new State Laws (Chapter 78 P.L. 2011) regarding healthcare contributions. As of January 1, 2012 employees shall contribute health contributions in accordance with Chapter 78 P.L. 2011.

The Township, in administering employee contributions, will use the higher contribution based upon either Chapter 78 P.L. 2011 or the premium sharing requirements as recited in the agreement.

Should an employee opt for a plan with a premium exceeding his/her base plan, the employee shall be additionally responsible for premium costs in excess of the base plan premium.

Wherever the word "dependent" is utilized, said term shall be inclusive of the employee's spouse.

- 2) Full-time employees appointed prior to January 1, 2005 opting for the base plan known as Choice 10 shall contribute \$780 towards dependent coverage.
- 3) Full-time employees appointed after January 1, 2005, but before January 1, 2012 opting for the base plan known as Choice 10 shall contribute 20 percent of the premium for dependent coverage.
- 4) Full-time employees appointed after January 1, 2012 will be covered under the Aetna Preferred Plan as their base plan for coverage. Single coverage premium shall be paid in its entirety by the Township. The Township will pay 80 percent of the premium and the employee shall pay 20 percent of the premium for dependent coverage.
- 5) Employees may opt for health plans exceeding their base policy, but shall be responsible for all premiums in excess of the base plan.

- 6) Employees may opt for health plan options with lower premiums than their base plan in order to reduce and/or eliminate the \$780 (depending upon date of appointment) or 20% premium share for dependent coverage.

Example #1 : When an employee opts for an alternate health coverage plan where the resulting premium is 20 percent less than the base premium, the Township will pay 100 percent of the premium for employee and dependent coverage. Note that Chapter 78 P.L. 2011 still applies. Example #2: If the alternate health plan is 15 percent less than the base plan premium, the employee will be responsible for the cost differential between 15 percent and 20 percent.

B. Medical Benefits Waiver

- 1) Employees who receive hospital and medical coverage through their spouse or civil union partner's employer may surrender their benefits for cash. The Township will distribute a questionnaire in September and the coverage period will begin the following January 1. Employees must be able to document their alternate coverage and will not be able to re-enter the Health Insurance Program until next open enrollment period or if the spouse or civil union partner no longer has coverage through their employer. Payments will be made in two installments, May 1st and November 1st. (Note that the cash payment is taxable).
- 2) For Employees who have requested waivers prior to May 22, 2010, the Township will provide 50% of the amount saved by the Township because of the employee's choosing not to receive health benefits.
- 3) In accordance with Chapter 2. P.L. 2010, employees who request waivers after May 21, 2010, the Township will provide 25% or \$5,000, whichever is less of the amount saved by the employer.
- 4) Employees hired on or after January 1, 2016 shall not be eligible for a cash payment for waiving Township health benefits.

C. Retirement Benefits

- 1) The Township will comply with State Law (Chapter 78 P.L. 2011) governing premium sharing for retirees.
- 2) Medical insurance coverage is extended to retired employees with twenty-five (25) or more years of service in the State administered retirement system and their surviving eligible dependents (based on cost sharing at time of retirement).
- 3) Employees hired after January 1, 2012 must work in full-time capacity for the Township for a period of twenty-five (25) years to be eligible for continuing coverage and shall be responsible for 50% of the premium for dependent coverage or the premium contribution requirement as defined by State law, whichever is highest.
- 4) Medical insurance coverage is extended to employees who retire on a disabilities pension (see Police & Fire PFRS Employees Retirement Manual) based on fewer years of service credited to the state retirement system and their dependents (based on cost sharing at time of retirement).
- 5) Medical insurance coverage is extended to surviving spouse, surviving civil union partner, and eligible dependent of active employees with twenty-five (25) or more years of service in the State administered retirement system and twenty-five (25) or more years of service with the Township (based on cost sharing at time of death).
- 6) Employees hired prior to June 28, 1991 opting for the Choice 10 Plan shall contribute \$780 towards dependent coverage.

D. Dental Benefits

- 1) The Township will comply with State Law (Chapter 78 P.L. 2011) when contributing toward the cost of a dental plan for employees.
- 2) The maximum premium contribution paid by the Township shall be \$600.00
- 3) Dental benefits terminate at retirement.
- 4) If the dental plan is discontinued in the future, the annual sick leave allowance for employees shall revert to fifteen (15) days.

E. Disability Benefits – The Township shall continue to provide Long Term Disability Insurance based upon existing plan documents. The long-term disability plan is subject to the below conditions:

- 1) Disability benefits shall begin after 60 days of consecutive illness and ongoing certification by a licensed medical doctor that the employee cannot work.
 - 2) The Township uses a third-party consultant to monitor the employee's recovery process. Employees shall cooperate with First Managed Care and provide access to all requested medical information in order to qualify for continuing benefits.
 - 3) An employee has the responsibility to recover and return to work. If medical recovery is determined to be unachievable, the employee has a responsibility to immediately apply for SSI and, if eligible, a pension disability retirement. Proof of application for SSI and/or pension disability shall be provided to the Township in order to qualify for continuing benefits.
 - 4) The employee, while on disability, cannot work in any capacity and does not accrue service time towards pension or other benefits.
 - 5) The Township provides 67% of the employee's salary and continuing health benefits coverage.
 - 6) In accordance with the plan document, disability coverage will be terminated for any of the following:
 - a. Failure to comply with the program requirements.
 - b. At the end of twenty-four months for partially disabled employees.
 - c. At the end of one-hundred and twenty months for fully disabled employees.
 - d. At age 65
- F. Group Life Insurance and Accidental Dismemberment – The Township pays for \$10,000 of life insurance and \$10,000 of accidental dismemberment insurance for all full-time employees. Employees with twenty-five (25) years with the Township may continue their \$10,000 life insurance when they retire. The retiree, if they elect to continue, must reimburse the Township for the premium.
- G. The employer reserves the right to change network provider and/or insurance carriers, so long as substantially similar benefits are provided.
- H. The employer agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program. If

such employees retired from a State retirement system on a benefit based on 25 years or more of service credited in such retirement system, but including the employees who retired on a disability pension based on fewer years of service credited in such retirement system, the Township will also reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employee and their spouses.

ARTICLE 14

HOSPITALIZATION AFTER DISABILITY

- A. Any Supervisory Officer who retires due to a disability incurred in the line of duty, shall be entitled to hospitalization benefits to the same extent that benefits are provided in the standard policy of the Township for active employees.
- B. This coverage shall continue during the lifetime of the disabled Officer and his/her spouse under the family plan, but shall terminate as to the spouse upon his/her remarriage after the officer's death or divorce.

ARTICLE 15

NO -STRIKE PLEDGE

- A. The PBA covenants and agrees that during the term of this Agreement, neither the PBA 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 abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The PBA agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown, walkout or other deliberate interference with normal work procedures, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action in accordance with applicable law.
- C. The PBA will actively encourage the prevention or termination of any strike, work stoppage, slowdown, or walkout or other job action against the Township.
- 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 for injunction or damages, or both, in the event of such breach by the PBA or its members in accordance with applicable law.

ARTICLE 16

LONGEVITY

- A. In addition to base salary, Supervisory Officers initially hired prior to January 1, 2001 shall be entitled to compensation as a reward for long-term service to the Township.
- B. Longevity increments shall be computed annually as of January 1st based upon the completion of service anniversaries according to the following schedule:

	<u>Rate</u>
1. January 1 st after fifth year of service	2% of base pay
2. January 1 st after tenth year of service	4% of base pay
3. January 1 st after fifteenth year of service	6% of base pay
4. January 1 st after twentieth year of service	8% of base pay
5. January 1 st after twenty-fifth year of service	10% of base pay
6. Effective January 1, 2009 after twenty-fourth year of service	10% of base pay.

- C. No longevity compensation shall exist for Supervisory Officers who were hired by the Township after January 1, 2001.

ARTICLE 17
TRAVEL ALLOWANCE

A. Police Officers shall only be compensated for using their personal vehicles when a municipal vehicle is unavailable for assignment for attendance at required police schools, or in other approved official police business at the per mile rate established by I.R.S. Unless otherwise approved by the Chief of Police or his designee, officers are entitled to hour-for-hour for school attendance along with reasonable travel time. Officers going directly to school from their home and returning to home will only be compensated for the actual time of the school. Police officers may receive up to \$15.00 per meal when traveling on official business, including training/school. Reimbursement shall be made upon the officer's return and submission of receipts to the Chief of Police.

B. On-Call Detective take home vehicle.

- 1) The police department shall provide the "on-call" Detective Sergeant and Detective Lieutenant with a Township Police Vehicle during those specific times when one of them is on-call and subject to recall for a police-related investigation/emergency.
- 2) The ultimate decision, as to the police vehicle assigned/provided to the on-call Detective Sergeant or Lieutenant, shall rest with the Chief of Police.
- 3) The police vehicle assigned to the on-call Detective Sergeant or Lieutenant shall only be used to respond both to and from police headquarters and the place the on-call Detective Sergeant or Lieutenant resides or the location of the investigation/emergency in the Township.
- 4) Without exception, no personal use of the police vehicle is authorized without first obtaining prior approval from the Chief of Police.
- 5) Without exception, no one other than a Township Police Department Employee shall be transported in or permitted in the Township Police Vehicle unless the

on-call Detective Sergeant or Lieutenant is on official business for a legitimate police related purpose without first obtaining approval from the Chief of Police.

- 6) The on-call Detective Sergeant or Lieutenant will be subject to all provisions of the Departmental rules, regulations, policies & procedures of the police department while off duty and operating the vehicle.

ARTICLE 18

COLLEGE CREDITS AND COLLEGE DEGREE PAY

- A. Supervisory Officers shall receive additional annual compensation at the rate of \$15.00 per credit for a maximum of 67 credits upon the completion of college credit courses resulting from enrollment in a specific police science or law enforcement curriculum; and provided that a grade average of "C" has been maintained.
- B. Compensation for college credits shall be incorporated into the employee's base rate of pay, but shall not be used in the computation of overtime compensation.
- C. The foregoing compensation schedule shall not apply to any courses taken in the basic police program at Sea Girt Police Academy.

In the event an employee has completed college courses in a curriculum other than police science or law enforcement, compensation for such credits can be provided for accepted transfer courses on a one-for-one basis after enrollment and completion of credits in the major field of police science. That is, when an employee enrolls and completes three (3) credits in a police science course, he or she shall also be entitled to compensation for (3) credits in English or another course which is accepted as a transfer course toward a degree; when six (6) credits in police science courses are completed, compensation for (6) transfer courses can be provided and this procedure continued until a maximum of 67 credits is earned.

- D. Supervisory Officers who hold an Associate's Degree from an accredited community college shall receive \$1,500 annually in lieu of \$15 per credit as described in Section A.
- E. Supervisory Officers who hold a Bachelor's Degree from an accredited university or college shall receive \$2,000 annually in lieu of \$15 per credit as described in Section A.

ARTICLE 19
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agreed that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Head of the Department and having the grievance adjusted without the intervention of the PBA.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or violations of any policy, agreement or administrative decision affecting the terms and conditions of this Agreement and may be raised by an individual or the PBA on behalf of and at the request of an employee or group of employees.

C. Steps of the Grievance Procedure

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

Step One: The moving party shall present the grievance in writing signed by the aggrieved to the Department Head within fifteen (15) calendar days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The Department Head shall make whatever additional investigation is necessary and shall, within fifteen (15) calendar days after presentation of the grievance, give his decision.

Step Two: If a grievance is not resolved at Step One, the moving party may, within fifteen (15) calendar days of receipt of the answer in Step One, submit the written grievance to the Township Manager, who shall give his answer within fifteen (15) calendar days of the presentation of the grievance in Step Two.

Step Three - Arbitration:

- a. In the event the grievance has not been resolved at Step Two, either the PBA or the Township may, within fifteen (15) calendar days, request arbitration and notify the other party of the intent to file for Arbitration. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.
 - b. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
 - c. The costs of the service of the arbitrator shall be borne equally between the Township and the PBA. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
 - d. The decision of the arbitrator shall be final and binding.
- D. A grievance will be considered settled upon its withdrawal in writing or when the grievant ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall be deemed a denial and move it to the next step.

ARTICLE 20

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.

ARTICLE 21

WORK IN HIGHER RANK

- A. When an employee covered by this Agreement is formally assigned to or required to perform the duties of a higher ranking officer on a permanent basis or after four consecutive weeks, the employee shall receive the pay of that higher rank together with any benefits and privileges which may go with the higher rank.
- B. Any Sergeant who is designated by the Chief of Police to work in an acting capacity as a Lieutenant shall be compensated at the Lieutenant's rate of pay for all hours worked in that capacity.

ARTICLE 22

DISCIPLINE AND DISCHARGE

- A. It is expressly understood that the Township shall have the right to discipline and discharge an employee; however, any and all discipline shall only occur for just cause.
- B. Employees covered by this Agreement shall retain all civil rights under State and Federal law. Any discipline or discharge proceedings shall be processed in accordance with law. All employees subject to disciplinary charges seeking suspension, demotion, or discharge shall have the right to counsel of their choosing, at their cost, at any hearing which may be requested. Nothing in this Article shall deny any employee from utilizing the representative of their choice during any internal or potentially criminal investigation.
- C. An employee who is suspended, demoted or discharged shall have the right to appeal the discipline imposed in accordance with the procedure outlined below, which shall be the officer's sole avenue of appeal:
 - 1. A permanent employee who has been disciplined through a suspension of five (5) days or more, a demotion, or discharge may appeal the discipline to the Superior Court of New Jersey for review in accordance with N.J.S.A. 40A:14-150, provided, however, that an officer who is discharged may elect to file for arbitration in accordance with N.J.S.A. 40A:14-200, et seq.
 - 2. The PBA, on behalf of a permanent employee who has been disciplined through a suspension of less than five (5) days, may appeal the discipline to arbitration, following exhaustion of the Grievance Procedure in Article 19.
 - 3. A permanent employee, or the PBA on behalf of a permanent employee, may grieve the issuance of a verbal or written reprimand in accordance with the Grievance Procedure in Article 19.

ARTICLE 23
TERMS OF AGREEMENT

This Amended Agreement shall replace the existing contract between the parties and take effect from January 1, 2020 and shall remain in full force and effect through December 31, 2023, and thereafter from year to year unless either party shall give notice in writing of a desire to amend or terminate the same in accordance with rules and regulations of the New Jersey Public Employment Relation Commission. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this section.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Randolph, New Jersey on this 24 day of November, 2020.

PBA, LOCAL 403A (Superiors),

TOWNSHIP OF RANDOLPH
MORRIS COUNTY, NEW JERSEY

BY:



Keith Donovan,

PBA President

ATTEST:

BY:



BY:



Christine Carey, Mayor

ATTEST:

BY:



Donna Marie Lucjani
Township Clerk



SCHEDULE A
SUPERVISORY OFFICER'S SALARIES

<u>POSITION</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Lieutenant	\$142,346.10	\$145,193.02	\$148,096.88	\$151,058.82
Sergeant	\$130,935.36	\$133,554.07	\$136,225.15	\$138,949.65