

2007 - 2010 AGREEMENT

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL #145

AND THE

TOWNSHIP OF EAST BRUNSWICK

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AND THE

TOWNSHIP OF EAST BRUNSWICK

ARTICLE I - RECOGNITION

SECTION A. The employer hereby recognizes the Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work and other terms and conditions of employment for an appropriate negotiating unit established in accordance with N.J.S.A. 34:13A-5.3 as supplemented and amended.

SECTION B. Included in the negotiating unit shall be those employees of the Township within the Department of Public Safety whose job titles are Patrolman.

ARTICLE II - REPRESENTATION FEE

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

SECTION B - AMOUNT OF FEE:

Notification

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

SECTION C - DEDUCTION AND TRANSMISSION OF FEE

1. Notification

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

2. Payroll Deduction Schedule

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

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

3. Termination of Employment

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

4. Mechanics

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

5. Changes

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

6. New Employees

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

7. Hold Harmless Agreement

The P.B.A. agrees to hold and save the Township of East Brunswick harmless as a result of its compliance with and administration of this Article.

ARTICLE III - GRIEVANCE PROCEDURES

SECTION A - DEFINITIONS

1. A "grievance" shall be any difference of opinion, controversy, or dispute arising between parties involving interpretation or application of any provision of this Agreement, including disciplinary matters covered under Article XIX, Management Rights.
2. Grievances arising out of the application, interpretation, and alteration of managerial policies and rules and regulations which do not affect mandatorily negotiable terms and conditions of employment and are management prerogatives and non-mandatory subjects for negotiations, and grievances arising out of the application or interpretation of statutes or administrative regulations expressly or impliedly incorporated in this Agreement, may not proceed to binding arbitration.

SECTION B - PROCEDURE

A grievance shall be processed as follows:

A grievance must be presented no later than twenty (20) calendar days after the grievance arises or after the aggrieved employee may reasonably be presumed to have knowledge of the matter causing the grievance. The time limitations in this Article are of the essence and not merely procedural. No grievance shall be entertained or processed unless it is filed within the time limits set forth in this Section.

All references to days herein shall mean working days, except as set forth above, exclusive of Saturdays, Sundays, and holidays.

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

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

STEP 1: The grievance shall be reduced to writing by the Association and submitted to the Department Director. The answer to such grievance shall be in writing to the Association and shall be provided within fifteen (15) days of the submission of the grievance.

STEP 2: If the grievance is not settled at Step 1, then the Association shall, within seven (7) days of the due date of the Step 1 response, submit the grievance to the Business Administrator. A written response shall be provided by the Business Administrator within fifteen (15) days of its submission. The written grievance must set forth in reasonable detail the facts underlying the grievance, related contract provisions at issue, and the relief sought. The answer to the grievance must set forth the employer's findings and reasons for its position.

STEP 3:

If no settlement of grievance has been reached by the parties at Step 2, and the grievance is not within the meaning of Section A (2), the Association shall have the right to submit the unresolved grievance to binding arbitration. However, the request for arbitration must be initiated within ten (10) days of the time the answer was received from the Business Administrator (or considered due in Step 2). The Association shall make written application to the New Jersey Public Employment Relations Commission requesting that an arbitrator be appointed to hear the grievance in accordance with its rules and make a final determination. The arbitrator can add nothing to nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be in written form setting forth findings of fact, reasons, and conclusions and shall be submitted to the employer and to the Association. It shall be binding and final on the parties and the employee(s). All employees shall continue to observe all assignments and rules and regulations during the pendency of a grievance and until it is finally determined, except where an imminent danger to safety and health exists.

SECTION C.

Any employee who believes that he or she has been discriminated against in any manner shall have the right to file a grievance directly with the Township Administrator or Affirmative Action Officer, or to file a grievance in accordance with the aforementioned grievance procedure. This decision shall be at the sole discretion of the employee.

SECTION D.

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

SECTION E.

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

ARTICLE IV - HOLIDAYS

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

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

* effective January 1, 2001

SECTION B. For employees working a Monday - Friday schedule, if a holiday falls on a Sunday it shall be observed on the following Monday, and if it falls on a Saturday, it shall be observed on the preceding Friday. If, however, Christmas Eve or New Years Eve fall on a Sunday, they will be celebrated on the preceding Friday, and if Christmas or New Years Day fall on a Saturday, they will be celebrated on the following Monday. Employees assigned to the Patrol Division shall observe holidays on the actual day of occurrence.

For employees working a Monday through Thursday schedule, if a holiday falls on a Sunday, it shall be observed on the following Monday, and if it falls on a Friday or Saturday, it shall be observed on the preceding Thursday. If, however, Christmas Eve or New Years Eve falls on a Sunday, it shall be observed on the preceding Thursday, and if Christmas or New Years Day falls on a Friday or Saturday, it shall be observed on the following Monday.

For employees working a Tuesday through Friday schedule, if a holiday falls on a Sunday or Monday, it shall be observed on the following Tuesday, and if it falls on a Saturday, it shall be observed on the preceding Friday. If, however, Christmas Eve or New Years Eve falls on a Monday, it shall be observed on the preceding Friday, and if Christmas or New Years Day falls on a Saturday, it shall be observed on the following Tuesday.

SECTION C. Effective January 1, 2001, all P.B.A. members shall receive 144 hours of straight time pay added to their base salary, which shall be paid with, and become a part of, the regular bi-weekly salary for all purposes. Additionally, members shall receive one additional day off for each holiday actually worked, to a maximum of nine (9) days. The additional days actually worked shall be posted as vacation at the time they are earned.

SECTION D. Juvenile and detective personnel shall continue to enjoy the same procedures that presently exist concerning holidays. That is, New Years Day, Thanksgiving Day, and Christmas Day must be taken off. However, it shall be the detectives' option to either work or take off any other day covered in Section A, B, or C, notwithstanding the fact that at least one detective, with no maximum limit, must work these other holidays. Traffic Safety personnel shall also continue to enjoy the same procedures that presently exist concerning holidays. That is, New Years Day, Thanksgiving Day and Christmas must be taken off. However, any other day covered in Section A, B, or C will be worked as presently scheduled. Administrative Section officers and those officers currently on special assignment in the Director's Office shall continue to enjoy the same procedures that presently exist concerning holidays.

ARTICLE V - PERSONAL DAYS

SECTION A. Each employee shall be granted 32 hours off with pay in each agreement year, non-cumulative, and in units of not less than one half hour provided the employee provides no less than 24 hours notice to the officer in command. The officer in command shall grant said personal time request provided that staff levels are adequate at the time the request is made by the employee. In the case of a personal emergency, an employee may request a personal time with less than 24 hours notice; however, the employee shall substantiate the nature of the emergency and the officer in command shall determine whether or not to grant said request on a case by case basis. However, should a member desire not to disclose the reason for requesting a personal day, the member need not divulge the reason.

In the first year of employment, 8 hours shall be accrued for each three months of employment.

Upon separation, any employee leaving prior to July 1 shall be granted 16 hours. Any employee leaving July 1 or after shall be entitled to the full year's allotment.

SECTION B. Effective January 1, 2001, in recognition of preparation time required, each officer shall receive 40 hours of compensatory time per calendar year. It is understood that this time is non-cumulative, and therefore, cannot be carried over from one calendar year to another. These hours shall be scheduled in the same manner as vacation leave is currently scheduled.

ARTICLE VI - LONGEVITY PAY

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

ADDITIONAL COMPENSATION PERCENTAGE OF GROSS SALARY

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

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

For purposes of computing years of service, any employee hired prior to January 1, 1988, whose employment commenced between January 1 and October 1 shall be credited with a full year of service. Any employee hired after January 1, 1988, whose employment commenced between January 1 and July 1 shall be credited with a full year of service. Previous permanent part-time employment with the employer shall be accumulated, and the employee shall be given credit for an equivalent amount of full-time employment.

Only when a full-time employee leaves the employer's employ for active duty in the military services of the United States, or receives a leave of absence with pay, or a maternity leave as defined below, shall the period of active duty, or leave of absence with pay, or maternity leave be included in computing years of service.

Maternity Leave is defined for purposes of this Agreement as that period of time the employee is under doctor's care. (Once the employee is released from the doctor's care, if the employee desires additional time off for child care, the employee must request an unpaid leave of absence, which, if granted, is not within the definition of maternity leave for purposes of this Agreement.)

ARTICLE VII - VACATIONS

SECTION A. The following vacation schedule is agreed to and shall be used in units of not less than one half hour.

0 - 1 year of completed service.	6.5 hours per month
2 - 5 years of completed service.	80 hours
Start of 6th year to end of 9 th year of completed service.	120 hours
Start of 10th year to end of 14 th year of completed service.	160 hours
Start of 15th year to end of 19 th year of completed service.	200 hours
Start of 20th year to end of 24 th year of completed service.	240 hours
Start of 25th year and over.	280 hours

SECTION B. For purposes of computing years of service, any employee hired prior to January 1, 1988, whose employment commenced between January 1 and October 1 shall be credited with a full year of service. Any employee hired after January 1, 1988, whose employment commenced between January 1 and July 1 shall be credited with a full year of service. Previous permanent part-time employment with the employer shall be accumulated, and the employee shall be given credit for an equivalent amount of full-time employment.

Only when a full-time employee leaves the employer's employ for active duty in the military services of the United States, or receives a leave of absence with pay, or a maternity leave as defined below, shall the period of active duty, or leave of absence with pay, or maternity leave be included in computing years of service.

Maternity Leave is defined for purposes of this Agreement as that period of time the employee is under doctor's care. (Once the employee is released from the doctor's care, if the employee desires additional time off for child care, the employee must request an unpaid leave of absence, which, if granted, is not within the definition of maternity leave for purposes of this Agreement.)

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

SECTION D. Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Administrator. No employee shall be permitted to accumulate more than 240 hours of unused vacation leave.

For the first and subsequent years of this agreement, uniform policies for the grant of vacation time shall be established for the entire Department of Public Safety based upon the current framework for vacation scheduling utilized in the Patrol Section of the Department.

SECTION E. At the time of separation, an employee shall be entitled to payment for unused vacation as follows:

1. Separation due to Death, Service Retirement, Special Retirement, Ordinary Disability Retirement, or Accidental Disability Retirement, employee or estate shall receive full pay for all unused vacation hours, fully credited as of January 1 of that year.
2. Separation due to any reason other than those specified above, employee shall receive full pay for all unused vacation hours, prorated from January 1 to the date of separation, in addition to any other accumulated unused vacation leave.

SECTION F. An employee shall not be eligible for vacation leave unless he has been employed for three (3) consecutive months or more. New employees shall be entitled to .6.5 hours of vacation leave for each month of their probationary year, up to a maximum of 80 hours.

SECTION G. If Management has any resources available, the employee shall have the right to sell back unwanted vacation hours at the employee's current rate of pay. This program shall be initiated, if at all, solely at the discretion of Management on or about November 1 of each calendar year.

ARTICLE VIII - UNIFORM REIMBURSEMENT

SECTION A. _____ Each Police Officer shall continue to have the responsibility to maintain their uniform and equipment in accordance with the standards of the department.

SECTION B. The Township will pay for replacement or repair to any part of a uniform (uniform of the day) damaged in the line of duty. The Township will reimburse an employee, up to a maximum of \$250.00 per incident, for any personal item damaged in the line of duty. Personal items shall be defined as prescription glasses and watches. For purpose of this article, bullet proof vests, and leather jackets are considered to be part of the uniform. The uniform allowance has been previously eliminated.

The P.B.A. agrees to review all claims for reimbursement under this section of the contract, prior to the claim being made for reimbursement.

ARTICLE IX - SICK LEAVE

SECTION A. Sick leave shall be paid leave when each employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform all the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease.

SECTION B. Effective 1/1/08 - During the first year of employment and until January 1 of the succeeding year, sick leave shall serve and be credited to each employee on the basis of 8.66 hours per month of employment. Thereafter, sick leave for the forthcoming year shall be accrued and be credited to each employee on January 1 of each year at the rate of 104 hours per year.

If management has the resources available, the employee shall have the right to sell back unwanted sick hours at fifty percent (50%) of the employee's current rate of pay. This program shall be initiated, if at all, solely at the discretion of the employer. On or about November 1 of each calendar year, notice of the option to purchase will be given to each employee by the employer.

SECTION C.

1. For all employees hired prior to June 1986, sick leave may be accumulated without limit during each employee's term of service. At the time of separation from service, the employee shall be entitled to pay on the basis of 50% of the current rate of pay of sick leave accumulated and not previously used. Upon "Service Retirement" or upon "Ordinary Disability Retirement" or upon "Accidental Disability Retirement," all of which are defined more specifically by the Police and Fireman's Retirement System, an employee shall be eligible for pay on the basis of 100% of hours of sick leave accumulated and not previously used.
2. Upon the death of an employee, that person's designated beneficiary shall receive full pay for all unused sick hours accrued by the employee.
3. Any employee hired on or after June 1, 1986 shall be entitled to the accumulation of sick leave without limit during the employee's term of service. At the time of separation from service or upon "Service Retirement" or upon "Ordinary Disability Retirement" or upon "Accidental Disability Retirement," all of which are defined more specifically by the Police and Fireman's Retirement System, said employee shall be eligible for pay for unused accumulated sick leave on the basis of 50% of sick leave accumulated and not previously used up to a maximum payment not to exceed \$10,000 per employee.

The maximum payment shall increase as follows:

January 1, 2007 - \$11,000
January 1, 2008 - \$12,000
January 1, 2009 - \$13,000
January 1, 2010 - \$15,000

4. Any employee who leaves the employer's service for any reason other than Death, Service Retirement, Special Retirement, Ordinary Disability Retirement, or Accidental Disability Retirement shall have their last year's sick leave entitlement prorated from January 1 of that year to the date of severance for purposes of payment under this Article.
5. Any employee who is discharged with just cause from the employer's service, and whose discharge is sustained if appealed, shall not be eligible for any payments under this Section.

SECTION D. Accumulated sick leave may be used by an employee for personal illness, illness in his immediate family which requires his attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries. The term "immediate family" for the purpose of this paragraph, shall mean and refer only to the employee's spouse, child, parent or unmarried brother or sister.

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

SECTION F. Light duty orders under a doctor's direction shall be administered in accordance with current Departmental Standard Operating Procedure.

SECTION G. Upon separation, if employee leaves prior to July 1, the employee shall be granted sixty hours for that last year. Any employee leaving July or after, shall be entitled to the full years's sick leave allotment.”

ARTICLE X - OVERTIME PAY

SECTION A. The overtime rate of pay shall be computed based upon a 40-hour work week, and shall be paid at 1.5 times the officers hourly rate..

SECTION B. Whenever an officer is required to be placed on standby alert, during any twenty-four (24) hour period, he shall be paid two (2) hours of overtime as per Section A of this Article, in addition to the actual number of hours worked when called in.

SECTION C. The current policy concerning telephone calls to the employee for police business during off duty hours shall be maintained.

SECTION D. The current policy concerning hire back shall be maintained.

SECTION E Effective October 1, 2007, whenever an officer is contacted or called-in for any assignment that is beyond his regular duty hours, he shall be paid a minimum of three (3) hours or the actual time worked, whichever is greater, at time and one-half the hourly rate, as per Sections A of this Article. If the officer's overtime is contiguous to the end of the officer's workday, extending his current workday, he shall receive overtime only for the amount of time he actually works.

ARTICLE XI - CHANGE OF SCHEDULE

SECTION A. An employee's scheduled work hours cannot be changed without the payment of overtime unless there is a seven calendar day notice of change. However, whenever the Township utilizes steady shifts as opposed to rotating shifts, for the Patrol Section, all instructors, officers assigned to outside schools, the Dive Team officers and the Emergency Response Team officers scheduled work hours cannot be changed without the payment of overtime unless there is a forty-eight hour notice of change. When an employee's scheduled work hours are changed without said notice, the employee is to receive time and one-half for the newly scheduled hours. The schedule for Halloween, Christmas Season, High School Graduation, and the Fourth of July shall be established 60 days in advance of each event or all changes in schedule shall result in the payment of overtime.

SECTION B. Refer to schedule as negotiated in 2007.

ARTICLE XII - EMPLOYEE STATUS

SECTION A. Each new employee shall serve a probationary period of twelve (12) months commencing from the date of completion of the training academy or the date of hire should the employee have already completed the academy training prior to being hired, whichever is appropriate. Worker's compensation and disability leave shall not be included as part of the time duration to complete the probationary period. In either case, the length of probationary period shall not be a determining factor in the employee's advancement through the salary guide. At the completion of the eighth month, the employee's department head shall prepare a written evaluation of the employee's performance in which the department head shall recommend the retention or dismissal of the probationary employee. The report shall be submitted to the Township Administrator for his approval. If, at the end of twelve (12) months, the probationary employee shall have been deemed to have successfully completed his probationary period by means of written recommendation by the department head and the Township Administrator, he shall be granted status as a permanent employee with all rights and privileges pertaining to his employment or position. Nothing contained in this Section shall be construed to prohibit the suspension or dismissal of a probationary employee at any time during this probationary period if, in the judgment of the appointing authority, such an action would be in the best interest of the Township.

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

SECTION C. When it becomes necessary for the employer to abolish the position of an employee covered by this Agreement, the affected employee(s) shall be let go on the basis of "last hired, first fired." The employee laid off shall have all the rights as enumerated in this Agreement and in the Code of the Township of East Brunswick.

ARTICLE XIII - DEATH IN FAMILY

SECTION A. The employer agrees that immediately upon a death in the employee's immediate family, the employee will be granted up to four (4) working days off with pay.

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

SECTION C. The employer agrees that upon the death of the employee's or their spouse's other relatives (i.e., aunt, uncle, brother-in-law, sister-in-law, niece, nephew, step-parent, or step-grandparent) the employee will be granted one (1) day off with pay.

ARTICLE XIV - HEALTH BENEFITS

SECTION A.

1. Current levels of health, hospitalization, and major medical insurance will be maintained with the following modifications:
 - a. Second surgical opinion, pre-admission review and case management shall be part of the Plan provided that failure to use these processes shall not cause any reduction in benefit nor penalty to the employee.
 - b. Mental Health and Substance Abuse Benefits:
 - (1) In-patient treatment at the facilities listed in the attached sheet will be without limit subject to the same considerations as in the current program.
 - (2) Out-patient treatment limits shall be \$5,000 per year, subject to the total lifetime cap.
 - (3) Treatment at facilities other than those listed in the attached shall be subject to \$25,000 per stay annual limit and a \$50,000 lifetime limit.
 - (4) The list of the approved facilities is subject to change by mutual agreement of the Township and the Policemen's Benevolent Association.
 - c. Chiropractic coverage shall be limited to thirty (30) visits annually as a maximum under the same eligibility standards as currently used.
 - d. The insurance deductible shall be \$250.00 for single coverage and \$500.00 for family coverage.

Effective 1/1/08, the deductible shall be \$350 for single coverage and \$700 for family coverage.
2. If at retirement an employee moves out of New Jersey, the employee is responsible to inform the employer of their new residence. The employer will then investigate a mental health facility of comparable or better rating to those utilized within the jurisdiction of New Jersey, in the State in which the retired employee is residing.

SECTION B. Current levels of dental and orthodontia insurance will be maintained.

SECTION C. The prescription plan shall include a \$10.00 co-pay on all brand name prescription drugs; \$5.00 co-pay on all generic prescription drugs; and no co-pay on all mail order prescription drugs of ninety (90) days or longer.

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

SECTION E. In accordance with NJSA 40A:10-23, current levels of benefits under Sections A, B, and C shall be provided to any employee who retires:

- a) After 25 years or more service with the Township; or
- b) After having reached the age of 62 or older with at least 15 years of service where the retirement has been shown to the satisfaction of the employer to have been necessitated by medical illness or disability of the employee.
- c) The Township will provide secondary coverage only for eligible retirees when coverage by Medicare or another carrier including veterans benefits is available.

It is understood that should the statute be amended during the term of the contract to permit payment for said benefits with less than 25 years service, the contract shall be so amended provided that the minimum years of service shall not be less than 20 years.

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

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

This Section (E) applies:

1. If no comparable health insurance is available from any other source (spouse's employment, post-retirement employment, etc.). or

This Section (E) applies:

2. If coverage is available from another source other than the employer, the employer reserves the right to either reimburse the employee for the cost of coverage not provided by the employer or to continue enrollment in the employer's plan.

ARTICLE XV - DEPARTMENTAL TRAINING

1. Tuition expenses shall be reimbursed on a per credit basis for approved courses of study at accredited institutions of higher learning, subject to the conditions set forth in this Article.
2. Tuition expenses shall be reimbursed after all other sources of reimbursement have been exhausted.

For example, if the cost per credit is \$150.00 and the officer has available a scholarship or educational expense reimbursement program of \$100.00 per credit, then this program shall apply to the balance of \$50.00 per credit.
3. Any reimbursement is subject to the following conditions:
 - A. The course must be successfully completed with a passing grade.
 - B. The officer must complete a request for payment form as prescribed by the Township.
 - C. The officer must present satisfactory evidence of payment of the tuition.
 - D. All other conditions of the Article must be satisfied.
4. Officers enrolled in approved programs:
 - A. Officers who are enrolled in an approved program leading to, but not beyond a Bachelor or Master of Arts or Science degree shall be eligible for reimbursement without approval of a specific course so long as that course is part of the approved program. Any officer hired after April 8, 1996 shall only be eligible for approved courses leading to a Bachelor of Arts or Science degree.
 - B. Such officers shall be eligible for reimbursement for up to twelve (12) credits per calendar year, but not to exceed \$2,000 per year.
5. Officers seeking reimbursement who are not enrolled in approved programs:
 - A. Such officers shall seek approval of the Township for reimbursement for tuition costs for each course.
 - B. Such officers may be eligible for reimbursement for up to six (6) credits per calendar year.

6. Approval of programs or courses:
- A. The parties have met and have agreed upon the following approved programs and courses of study:

Approvable Majors

Criminal Justice
Law Enforcement
Criminology
Police Science
N.J. State Police Graduate Studies Program in Administration and Supervision

- B. In the event an officer seeks to enroll in a program leading to a degree or a course of instruction which is not on the list of agreed programs or courses, then the officer shall submit such information concerning the course or program to the Township as may be necessary to make a determination as to the relevance to law enforcement and related fields of study.
7. The Township will provide tuition reimbursement under this program to a maximum of \$20,000 per year.
8. By January 30th of each year, the Employer shall notify the P.B.A. of the amount of money that has been committed for tuition reimbursement in the spring semester. Any remaining funds out of the \$20,000 budgeted amount shall be allocated on a pro-rata basis to those officers who submit tuition reimbursement requests that qualify for reimbursement for the summer semester.

The same procedure shall be utilized for distributing available funds among eligible officers applying for tuition reimbursement in the fall semester. In no case shall any employee receive more than \$2,000 in tuition reimbursement per year.

ARTICLE XVI - SALARY AND COMPENSATION

SECTION A. The following salary schedule shall be effective beginning January 1, 2007.

	2007 3.75%	2008 3.90%	2009 3.90%	2010 3.90%
Police Officer (1 st Year)	\$42,646	\$44,310	\$46,038	\$47,833
Police Officer (2 nd Year)	\$49,810	\$51,753	\$53,771	\$55,868
Police Officer (3 rd Year)	\$63,685	\$66,169	\$68,749	\$71,430
Police Officer (4 th Year)	\$72,499	\$75,327	\$78,265	\$81,317
Police Officer (5 th Year)	\$78,060	\$81,105	\$84,268	\$87,554
Police Officer (6 th Year)	\$85,720	\$89,063	\$92,537	\$96,146

Notwithstanding the above guide, effective 8/1/07 any police officer hired and assigned to the Police Academy for training, shall earn an annual salary of \$32,000 while in the academy.

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

SECTION B. Employees hired on or after January 1, 1988 shall receive increments in accordance with the following:

Any employee hired between January 1 and June 30 shall receive an incremental move on January 1 of the succeeding year. Any employee hired after June 30 shall not receive an increment on January 1 of the succeeding year but rather shall commence receiving increments on January 1 of the year following the succeeding year.

ARTICLE XVII - DUES CHECK OFF

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

SECTION B. The P.B.A. agrees to hold and save the Township of East Brunswick harmless as a result of its compliance with and administration of this Article.

ARTICLE XVIII - CONTINUATION OF BENEFITS NOT COVERED
BY THIS AGREEMENT

All benefits, terms, and conditions of employment presently enjoyed by employees covered by this Agreement, that have not been included in this Agreement, shall be continued, provided that the benefits or terms and conditions of employment deal with mandatory subjects of negotiations. It is agreed that should a dispute arise under this paragraph, and is submitted to grievance arbitration, the arbitrator shall have the authority to determine whether or not an issue has risen to the level of a binding past practice.

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

Should agreement not be reached for 2011 and/or subsequent years by January 1, 2011, all rights, privileges and responsibilities under this Agreement shall be continued until a new Agreement is agreed upon and signed.

ARTICLE XIX - MANAGEMENT RIGHTS

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

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

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

ARTICLE XX - STATEMENT OF POLICY AGAINST DISCRIMINATION

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

ARTICLE XXI – FUNERAL SERVICES

- A. In the event that a fellow Police Officer anywhere in the State of New Jersey is killed in the line of duty, the Township will permit at least two (2) off-duty Police Officers of the Township to participate in funeral services for the deceased fellow officer.
- B. Subject to the availability of a Township vehicle, the Township will permit such a vehicle to be utilized by such participants in the funeral services.
- C. The participating officers shall not be entitled to any compensation during the time which they are participating in said funeral services. This program shall be administered by the Director of Public Safety.

ARTICLE XXII - DURATION OF AGREEMENT

SECTION A. This Agreement shall continue in full force and effect from the effective date of January 1, 2007 through December 31, 2010. Negotiations for the Agreement year January 1, 2011 shall begin during the first two weeks of September, 2010 with representatives of P.B.A. Local #145 and the employer.

ARTICLE XXIII - SAVING CLAUSE

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

ARTICLE XXIV - P.B.A. RIGHTS AND PRIVILEGES

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

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

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

SECTION D. Use of Township Equipment. The P.B.A. may use Township office and clerical machinery as may be needed at reasonable times, when such equipment is not otherwise in use. This use shall be arranged and approved by the Director of Public Safety and/or his designee. Such approval shall not be unreasonably withheld.

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

SECTION F. Mail Facilities. The P.B.A. may use municipal mail facilities, except postage.

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

SECTION H. Representative to the State P.B.A. The P.B.A. state delegate may attend authorized state, county, tri-county meetings, workshops, and P.B.A. state convention and Mini Convention during their normal working hours with the approval of the Director of Public Safety. Such approval shall not unreasonably be withheld. The representative's schedule shall be changed to preclude the requirement that he work more than one regular shift in any twenty-four (24) hour period. In addition to the rights bestowed upon the P.B.A. Delegate as outlined herein, additional time off for the President and one Alternate Delegate to attend the State P.B.A. Annual Convention and additional time off for the President and two Alternate Delegates to attend the State P.B.A. Mini-Convention shall be granted, so long as there is no more than one person taking the time from the same bureau, division, or squad of the same shift.

ARTICLE XXV - EAST BRUNSWICK POLICEMEN'S BILL OF RIGHTS

Departmental investigations shall be conducted in the following manner:

SECTION A. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member for the force is on duty, unless the exigencies of the investigation dictate otherwise.

SECTION B. Upon request, a member shall be entitled to the presence of an Association representative at any investigatory interview which the member reasonably believes will result in disciplinary action against him.

Any employee accused of alleged misconduct and who is required to submit an official report detailing knowledge of the relevant facts in the investigation may have said report reviewed by another member of the P.B.A. prior to his submission to the investigative officer. Such review shall not unduly delay the investigation and shall in no instance exceed four (4) hours after the report is ordered.

SECTION C. The member of the force will normally be informed of the nature of the investigation before an interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he/she may be so informed, as appropriate.

SECTION D. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

SECTION E. This article shall not apply to routine day-to-day investigations or management inquiries.

SECTION F. Nothing herein shall be constructed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

SECTION G. Upon prior written request a member shall be afforded the opportunity to inspect his/her personnel file in the presence of the Director of Public Safety or his designee and make copies of contents therein. Said inspections shall be scheduled insofar as possible within two working days after receipt of the written request.

SECTION H. It is understood that Personnel files are confidential records and will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed there-from except as expressly provided for otherwise.

ARTICLE XXVI - DISCIPLINARY MATTERS

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

ARTICLE XXVIII - CHANGES AND SUPPLEMENTS

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

P.B.A.

Mike Fitzgerald, PBA President

D te

Frank LoSacco, State Delegate

D te

Robert Zielinski, Vice President

D te

Robert Kearston, Negotiating Committee

D te

Drew Walsh, Negotiating Committee

D te

Township of East Brunswick

Mayor William Neary

D te

Nennette Perry, Municipal Clerk

D te