

AGREEMENT
BETWEEN
DELAWARE TOWNSHIP
AND
HUNTERDON COUNTY PBA LOCAL 188
DELAWARE TOWNSHIP UNIT

JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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PREAMBLE

This AGREEMENT, entered into this 26th day of March, 2012 by and between Delaware Township in the County of Hunterdon, a municipal corporation of the State of New Jersey, hereinafter called the "TOWNSHIP," and Hunterdon County PBA Local No. 188, Delaware Township Unit, hereinafter called the "PBA," represents the complete and final understanding on all bargained issues between the Township and the PBA. The term of this contract shall be from January 1, 2012 through December 31, 2014.

ARTICLE I
RECOGNITION

- A. The Township hereby recognizes the PBA as the sole and exclusive representative of all employees in the bargaining unit, consisting of all full-time patrolmen, corporals and sergeants and excluding all lieutenants, captains and the chief of police, for the purpose of collective bargaining and all activities and processes relative thereto.
- B. Unless otherwise indicated, the terms “Policeman”, “Police Officers”, “Employee” or “Officer” are used in this Agreement interchangeably to mean employees covered by this Agreement.

ARTICLE II
MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon the 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. The executive management and administrative control of the Township Government and its properties, facilities, and its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
 4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Township.
 5. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, code of Conduct as contained within the rules and regulations of the Police Department and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and be hereof are in conformance with the constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any national, state, or local laws of regulations.
- D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights.

ARTICLE III

MAINTENANCE OF WORK OPERATIONS

- A. The PBA hereby 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 any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township.
- B. The PBA agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Township and that the PBA will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the PBA order.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach of the PBA or its members.

ARTICLE IV

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the term and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.
- C. With regard to employee, the term “grievance” as used herein means an appeal by an individual employee or group of employees or PBA on their behalf, from the interpretation, application or violation of this Agreement. With regard to the Township, the term “grievance” as used herein means a complaint or controversy from the interpretation, application or violation of this Agreement.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The PBA shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. Failure to act within said fifteen (15) calendar days to institute a grievance shall be deemed to be an abandonment of the grievance.

Step Two: If no agreement can be reached orally within fifteen (15) calendar days of the initial discussion with the Chief of Police, the employee or the PBA may present the grievance in writing within five (5) calendar days thereafter to the Chief of Police or his designated

representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within fifteen (15) calendar days of receipt of the written grievance.

Step Three: If the PBA wishes to appeal the decisions of the Chief of Police, such appeal shall be presented in writing to the Township Committee within five (5) calendar days thereafter. This presentation should include copies of all previous correspondence relating to the matter in dispute. The Township Committee, or designee, shall respond, in writing, to the grievance within thirty (30) days of the submission.

Step Four: Within fifteen (15) days of the Township Committee's, or its designee's, decision, the PBA may apply to the Public Employment Relations Commission (PERC) for binding arbitration. The selection of an arbitrator, and the arbitration, shall be in accordance with the rules and procedures of PERC. Simultaneously with the application to PERC, the PBA will send notice to the Township of its application for arbitration.

1. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
2. The decision of the arbitrator shall be binding upon the Township and the PBA employee.
3. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
4. The costs for the services of the arbitrator shall be borne equally by the Township and the PBA.
5. Only one issue at a time may be submitted to Arbitration.

- E. Upon prior notice and authorization of the Chief of Police, one designated PBA Representative shall be permitted as a member of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.
- F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. The decision on a grievance at any step shall rely on the material presented. Reasonable disclosure will not be withheld involving any correspondence from either party providing it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE V
WORK SCHEDULE

A. The parties understand and agree that the standard weekly work schedule requires employee service continuously throughout the seven day week.

B. The parties agree that the basic work schedule now in existence is as follows:

1. A patrolman's salary is based on a 2080 hour work year.

A patrolman shall work a "4/3/4/4/ shift", which is four consecutive working days , ten hours and forty minutes per day, followed by three consecutive days off, followed by four consecutive working days, followed by four consecutive days off. A patrolman will work a 10 hour and 40 minute shift, which will include training as assigned by the Chief or his Designee. The current shift schedule is as follows:

0550 – 1630 (5:50 a.m. to 4:30 p.m.)

1550 – 0230 (3:50 p.m. to 2:30 a.m.)

1950 – 0630 (7:50 p.m. to 6:30 a.m.)

C. The Chief of Police shall have the right to make changes in the starting and stopping time of the daily work schedule in case of emergencies. Any such temporary scheduling changes shall be for the efficient operation of the department and only during the extent of the emergency.

"Emergency" as used herein shall include any unusual conditions caused by any circumstances or situation including shortage in the personnel of the police department or force caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of the public is endangered or imperiled as shall be determined by the Chief of Police.

- a. The limits and standards to be observed in determining such “emergency” includes:
 - (1) Incidents caused by the employer shall be unintentional and of an accidental nature;
 - (2) The emergency must involve a situation which threatens the health, safety and welfare of the public;
 - (3) The emergency must be of limited time duration; and
 - (4) any violation or suspension of contractual agreements must be limited only to the duration of the emergency.

- D. The PBA shall be notified prior to the implementation of any permanent changes in the work schedule, and shall have the right to discuss any permanent changes with the Chief of Police and/or the Police Commissioner or Township Committee within fourteen (14) working days from the date of receiving notice of the proposed changes or by the date of the regularly scheduled Township Committee meeting next following notice of the proposed changes, whichever is later. Upon termination of the notice period, the employer shall have the right to implement any such proposed changes in the work schedule.

- E. The current schedule is based on a 6 patrolman force (7 member full-time police force). If the manpower level of the police department should drop below that level the Township agrees to renegotiate the Agreement. The Township shall have a reasonable amount of time (not to exceed 90 days) to replace officers as needed, before the renegotiations will begin.

ARTICLE VI

OVERTIME

- A. Officers who work the 4/3/4/4/ shift schedule shall be paid overtime at the rate of time and one-half for hours worked over 43 hours in a seven-day period to coincide with Township payroll timesheets.
- B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Chief of Police or his designee. The reasons for the granting of overtime shall be noted on the time report and certified by the Chief of Police.
- C. Overtime shall be computed and payment made on the following basis:
1. Fourteen (14) minutes or less – Straight pay, no overtime pay.
 2. Fifteen (15) through sixty (60) minutes – Overtime pay at the rate of fifteen minute intervals.
- D. Working hours and daily schedules of employees will be arranged to fit the needs of the Township. There is no guarantee of overtime hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Township demand such work. In administering the requirement to work overtime, the Township will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.
- E. If an employee is called back to work non-contiguous with the employee's work shift, he shall receive a minimum of two hours pay at the overtime rate. This provision shall not apply to telephone calls made from the station or by an on-duty officer to an

officer who is off-duty. This provision shall apply if the officer is required to travel to the station or a field site.

- F. For all officers hired after January 1, 2010, vacation, sick and personal hours shall not be included as regular hours worked.

ARTICLE VII

VACATIONS

A. Full time officers shall receive the following vacations:

- | | |
|--|---|
| 1. 0 – 1 year | <u>2 active duty days</u> |
| 2. From one (1) year through <u>the completion of two (2)</u> years of continuous service. | 4 active duty days
(Replaces 40 hours) |
| 3. From two (2) years through <u>the completion of six (6)</u> years of continuous service | 8 active duty days
(Replaces 80 hours) |
| 4. From six (6) years through <u>the completion of ten (10)</u> years of continuous service | 12 active duty days
(Replaces 120 hours) |
| 5. From ten (10) years through <u>the completion of fifteen (15)</u> years of continuous service | 14 active duty days
(Replaces 140 hours) |
| 6. From fifteen (15) or more years of continuous service | 16 active duty days
(Replaces 160 hours) |

In addition to the vacation hours listed above four (4) officers who were employed full-time before January 1, 1998 will receive the extra vacation hours as follows:

Officer Gordon –1 active duty day.

B. All vacation time shall be used in the current year but may be accumulated without the prior approval of the Chief of Police up to five active duty days to be used during the next calendar year or lost.

C. When an employee requests permission to use an individual vacation day, such requests shall be submitted at least five (5) days in advance and shall be granted at the discretion of the Chief, such approval shall not be unreasonably withheld.

D. Partial vacation days shall only be permitted by the Chief in extreme emergencies.

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

F. Changes in the scheduling of vacations will not be permitted without the prior approval of the Chief of Police. Vacation requests must be submitted by March 1st.

ARTICLE VIII

SALARY / LONGEVITY

A. SALARY

Officer	Current	1/1/2012	1/1/2013	1/1/2014
		1.56% to Sgt and 1 st Class	2.00% to Sgt and 1 st Class	2.00%
Sergeant	\$85,598	\$86,933	\$88,672	\$90,445
Patrol 1 st Class	\$79,879	\$81,125	\$82,748	\$84,403
Patrol—7 th yr to complete of 8 th yr*	\$73,418	\$73,418	\$73,418	\$74,886
Patrol—5 th yr to complete of 6 th yr*	\$66,317	\$66,317	\$66,317	\$67,643
Patrol—3 rd yr to complete of 4 th yr	\$57,378	\$57,378	\$57,378	\$58,526
Patrol—1 to complete of 2 yrs	\$53,527	\$53,527	\$53,527	\$54,598
Patrol—0 to complete of 1 yr	\$47,132	\$47,132	\$47,132	\$48,075

* For Officers hired after January 1, 2010

The employer retains the right in its sole discretion to give additional salary credit to a new hire to reflect other police related experience.

B. UNIFORM MAINTENANCE ALLOWANCE

Effective 1/1/06 and continuing through this contract period, a Uniform Maintenance (dry cleaning) Allowance of \$750 annually is included in the base pay. In the first year, the Allowance was added to the base pay after increasing the 2005 salary by four percent. In the case of an employee who is on long term disability leave or who retires during the calendar year, the uniform maintenance allowance provided in Paragraph B shall be prorated based upon the weeks worked versus the number in the year.

C. LONGEVITY

(1) In addition to the above annual salary, officers hired before December 31, 2009 shall be paid a longevity increment as of his or her anniversary date upon the attainment of the requisite years of experience as set forth in the schedule below. Disbursements will be made pro rata in the regular paychecks, with regular pension deductions made, and all hourly and daily rates shall be calculated on the combined total of base salary plus longevity pay.

1. Employees after completion of five (5) years	1.5%
2. Employees after completion of ten (10) years	2.0%
3. Employees after completion of fifteen (15) years	2.5%
4. Employees after completion of twenty (20) years	3.0%

(2) Officers hired after January 1, 2010 will not be eligible for Longevity payments until they achieve the rank of First Class officer when they will receive 1.5%. Thereafter, their longevity payment will be 2.0% after completion of 10 years, 2.5% after completion of 15 years and 3.0% after completion of 20 years.

D. PAYMENT OF SALARIES

If this contract has been signed by all parties by the start of this contract period, salaries at the new levels shall be paid beginning with the first pay period without waiting for adoption of a 2009, 2010 and 2011 salary and compensation ordinance. If this contract is not in place by the start of this contract period, salaries at the new levels shall be paid beginning with the first pay period after the contract has been signed by all parties without waiting for adoption of a 2009, 2010 and 2011 salary and compensation ordinance.

ARTICLE IX

LEAVES OF ABSENCE WITHOUT PAY

- A. A permanent employee, upon written application setting forth the reason therefore, may be granted a leave of absence without pay for a maximum period of one year. Further leave in exceptional situations may be granted where it is in the public interest.
- B. Such notice to the town shall be in writing and shall be served not less than thirty (30) days prior to its effective date. The notice shall state, in addition to the reasons for such leave of absence, its anticipated duration, and the address where the employee may be contacted during such leave.
- C. Upon the effective date of the leave of absence without pay, the employee shall be carried on the personnel records of the department as “on leave”. Prior to the expiration of the leave of absence, and in no event less than thirty (30) days prior to its expiration, the employee shall notify the town in writing of his intention to return to active employment.
- D. Upon the termination of the leave of absence without pay, the employee shall be restored to his position prior to commencement of such leave, and thereafter and for all purposes, be restored to the status quo ante.
- E. The time during which an employee is on leave of absence without pay shall not count toward accumulated town seniority or job classification seniority.

ARTICLE X
FUNERAL LEAVE

- A. In the event of a death in the employee's immediate family, the employee shall be granted time off with no loss of regular pay.
- B. Immediate family is defined as spouse, child, parents, grandparents, brother/sister, and corresponding relatives of an employee's spouse.
 - 1. Said time off shall be four (4) working days.
 - 2. For death of aunt, uncle, nephew, niece, or cousin in the first degree, and corresponding relatives of an employee's spouse time off shall be two (2) working days. .
- C. Reasonable verification of the event may be required by the Township.
- D. An employee may make a request of the Chief of police or his designated representative for additional time off if the deceased is buried in another city making return to work impossible, such approval shall not be unreasonably withheld.
- E. An employee may make a request of the Chief of Police or his designated representative for time off to attend a funeral separate and distinct from bereavement leave, which approval shall not be unreasonably withheld.

ARTICLE XI

INSURANCE

- A. The Township shall provide medical insurance, including prescription coverage, to all employees and their spouses and eligible dependents and as per Article XXVI of this Agreement for those employees hired after January 1, 2010. All employees shall contribute the greater of 1.5% of salary or the defined percentage as enumerated in the Health Benefit Contribution Schedules (attached and incorporated herein) to their selected insurance plan as required by State law. The Township will implement an IRC Section 125 Plan for employees. If the legislation regarding mandatory contributions expires or is declared illegal by a court or other appropriate body, the contributions in this agreement shall be subject to negotiations.
- B. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided.
- C. See XXVI for Health Insurance Plan for Police Officers Hired after January 1, 2012.

ARTICLE XII

HOLIDAYS

- A. Holiday pay is included in the base pay. Holiday pay is calculated by taking annual salary dividing by 2,080 and then multiplying by 120 (12 holidays multiplied by 10 hrs per day).
- B. Although Easter Sunday is not a holiday, officers who work on Easter Sunday are entitled to time and one-half pay for hours worked.

ARTICLE XIII

MILITARY LEAVE

- A. Any full-time employee who is a member of the United States Armed Forces or National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.
- B. If the amount of pay the employee received from the federal or state government for temporary training duty (a period not to exceed fifteen (15) consecutive calendar days of training) is less than the base compensation which he would have received for the same period, he shall be paid the differences by the Township. All eligible employees are required to submit a copy of their military pay voucher before the Township is required to comply with this provision.
- C. When an employee not on probation has been called to active duty or inducted into the Armed Forces of the United States or National Guard, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the Township within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.
- D. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months

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

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

ARTICLE XIV

PBA RIGHTS

- A. The parties hereby agree that every policeman shall have the right freely to organize, join and support the Delaware Township Policemen's PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The parties further agree that they shall not directly or indirectly discourage or deprive and policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that they shall not discriminate against any policeman with respect to hours, wages, or any terms of condition of employment by reason of Union activities, membership in the PBA and its affiliates; collective negotiations with the Township; or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. One (1) designated representative of the PBA shall be permitted time off to attend negotiating sessions. Said representative shall notify the Chief of Police of attendance at negotiations and shall be in uniform and subject to a call during negotiation sessions.
- C. When grievance sessions are mutually scheduled during work hours, the grievant and representative shall suffer no loss in pay.
- D. A police officer shall have the right to inspect his/her personal file on reasonable notice and at reasonable times. All material placed in any personnel file shall be provided (by copy) to the officer who shall have the right to comment or respond to any item, in writing, within ten (10) days of receipt which shall also be placed in the file stapled to the document to which it refers.

ARTICLE XV

PROBATIONARY PERIOD

A. All employees hired during the term of this Agreement shall serve a probationary period of one (1) year from the date of hire. During this probationary period, the Township reserves the right to discipline a probationary employee for any reason. An employee if disciplined shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Chief of Police, up to an additional ninety (90) days.

ARTICLE XVI

PERSONAL DAYS

- A. Employees covered under this Agreement shall be allowed four (4) days of personal business leave annually with the approval of the Chief of Police or designee whose consent shall not be unreasonable withheld. Such leave shall be non-cumulative.
- B. A personal business day application shall, except in cases of emergency, be made at least five (5) working days prior to the personal day to be taken.
- C. Personal days shall not be taken on a day immediately prior to or on the day immediately after a holiday or vacation day without the specific approval of the Chief.

ARTICLE XVII

OUTSIDE EMPLOYMENT AND ACTIVITIES

- A. It is understood that the full-time employees will consider their position with the Town as their primary employment. Any outside employment or activity must not interfere with the employee's efficiency in his position with the Town and must not constitute any conflict of interest.
- B. All outside employment shall be listed with the Chief of Police. The information provided to the Chief of Police shall include the outside employee's name, address, and the Employer's name, address and the employee work schedule. This list must be updated with changes annually. Employees must fill out forms whether employed or not.
- C. Any assignment to the Joint Court of East Amwell, Delaware and Stockton is work for a third-party outside employer and will not be considered as regular hours worked for the Township.

ARTICLE XVIII

UNIFORMS & EQUIPMENT

CLOTHING ALLOWANCE:

The Township shall provide through a voucher system a clothing allowance of:

<u>2009</u>	<u>2010</u>	<u>2011</u>
\$1,150.	\$1,150.	\$1,150.

ARTICLE XIX

SICK LEAVE

- A. Each member of the Police Department shall be allotted to twelve (12) days of sick leave for the calendar year. The employees may accumulate up to one hundred eighty (180) days. Sick days shall be granted to each full time employee who through bona fide sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease.
- B. A certificate from a physician designated by the Township and/or the employee's own physician may be required as sufficient proof of the need for sick leave at employee expense. In cases of sick leave due to a contagious disease or exposure to same, a certificate from a doctor is required before the employee is permitted to work. If the employee does not comply with a request for the above outlined certificate, the employee involved shall suffer loss of pay for a period of time involved in unsubstantiated sick leave and be subject to disciplinary action.
- C. No employee shall be allowed to work in such a condition as to endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Chief of Police may direct the employee to the Township physician for an opinion as to the eligibility of the employee to be absent from work.
- D. Sick leave with pay shall not be allowed under the following conditions:
1. When the employee, under medical care, fails to carry out orders of the attending physician.
 2. When in the opinion of the Township medical physician the employee is ill

or disabled because of self-imposed contributory causes or actions.

3. When in the opinion of the Township medical physician the disability or illness is not of sufficient severity to justify the employee's absence from duty.
 4. When an employee does not report to the Township physician as ordered by the Chief of Police.
- E. The recommendations of the Township medical physician as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Chief of Police. The Chief of Police reserves the right in such cases where there is a difference of professional opinion between the Township physician and the personal physician, to require the employee to submit to an examination by a third doctor at Township expense.
- F. In charging an employee with sick leave, the smallest unit to be considered is one (1) work day.
- G. If an employee is absent from work for reasons that entitle him to sick leave, the Chief of Police or his designated representative shall be notified as early as possible, but not later than 3 hours prior to the start of the scheduled work shift from which he is absent. Failure to so notify the Chief of Police or his designated representative may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action. An employee who is absent for three (3) consecutive days or more and who does not notify the Chief of Police, his designee or some other responsible representative of the Township on any of the first three (3) days may be subject to dismissal barring extenuating circumstances.
- H. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
- I. Any employee who calls in sick to engage in outside employment shall be subject to disciplinary action.

- J. Upon retirement, reimbursement of accumulated sick days will be made at the employee's current rate of pay to a maximum of \$5,000.00.
- K. Employees may use sick leave when a member of the employees' immediate family (child or spouse) is sick and requires medical attention.

ARTICLE XX

FULLY - BARGAINED AGREEMENT

- A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXI

LEGAL REPRESENTATION AND LEGAL FEES

- A. The Township agrees to provide for the defense of actions or proceedings in accordance with N.J.S.A. 40A:14-155 (the "Statute). The Township further agrees that the officer or officers of the Delaware Township Department who are the defendant or defendants in such action shall have the right to select the attorney of his/her choice unless Town insurance mandates otherwise, except that the officer or officers agree that the Township shall pay for such legal services only in accordance with the Statute, and further agree that such legal services shall be paid in accordance with the prevailing hourly rate in the Township Attorney's contract with the Township. In no event shall the hourly rate be less than \$50.00 per hour. The defense of actions pursuant to the Statute may include the reasonable cost of services for experts and/or investigators, an estimate of which should be submitted to the Township.
- B. The Township agrees to maintain insurance coverage of a type, and in sufficient amounts, for the benefit of the employees covered by this Agreement, individually and collectively, and which shall insure against claims for personal injuries, death or property damage caused directly or indirectly by the employee's negligent acts within the scope of their employment while in performance of their duties as police officers, whether on duty or off duty.

ARTICLE XXII

WORK- RELATED INJURY

- A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours thereof to the Chief of Police or designated representative.
- B. Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work.
- C. An employee who is disabled by an injury incurred in the direct performance of his duties or a direct result of or arising out of his employment and who qualifies for Worker's Compensation benefits shall receive leave with pay which shall not be charged against accumulated sick leave, provided the employee's physical condition renders him/her unfit for duty.
- D. The Township will pay an employee receiving Workers Compensation or Long-Term Disability benefits the difference between his regular salary and the Worker's Compensation or Long-Term Disability benefit, as the case may be, for one year. The Township may provide a regular payroll check provided that during that time, the employee signs over his/her benefit checks to the Township.
- E. Nothing herein contained shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or of illness (such as N.J.S.A. 40A:9-7 et. Seq., N.J.S.A. 40A:14-16, and N.J.S.A. 40A:14-137), but these provisions are to be construed and administered in conjunction therewith.

F. In the event an employee suffers an injury on duty necessitating emergency and/or continuing medical care for the diagnosis and treatment of such injury, all treatment for work-related injuries are covered by the Workers Compensation carrier.

ARTICLE XXIII

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 to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIV

RETIREMENT BENEFITS

- A. All qualifying Officers shall be entitled to retirement benefits under the provisions of the New Jersey State PFRS.
- B. Officers and their spouses and eligible dependents shall receive paid health coverage, including prescription, if they retire on a pension based on 25 years or more of PFRS credited service or if they retire on a disability pursuant to the requirements of the PFRS. Only spouses and dependents that were eligible for health benefits through the Township while the employee was active are eligible to receive benefits when the employee retires. Retirees shall make any premium contributions as required by law. If a retiree is eligible for Medicare, he shall enroll in Parts A and B, which shall become primary and the Township's insurance becomes secondary. The Township shall not reimburse the employee for the Part B premium.

ARTICLE XXV

PAYROLL PAY PERIODS

All permanent employees covered by this Agreement shall be paid in twenty-four (24), twenty-six (26), or twenty-seven (27) equal payroll payments per year determined at the discretion of the Township Committee for payroll efficiency.

ARTICLE XXVI

**HEALTH INSURANCE PLAN FOR POLICE OFFICERS
HIRED AFTER JANUARY 1, 2012**

All officers of the Police Department hired after January 1, 2010, who are included in the unit covered by this Agreement shall receive the least expensive health insurance plan available to the Township upon their date of appointment. These officers hired after January 1, 2010 shall have the option to upgrade to a more expensive health insurance plan at their own expense. They shall pay the difference between the least expensive health insurance plan and the upgraded plan of their choice.

ARTICLE XXVII

COMPENSATORY TIME

A. Officers who work overtime are compensated at a rate of not less than one and one-half (1.5) times their regular hourly rate of pay or compensatory time off at a rate of not less than one and one-half (1.5) hours for each hour of overtime worked in excess of regular hours as defined in Article VI Overtime.

B. Compensatory Time Off

1. Whether an officer is compensated with cash overtime or compensatory time off is at the discretion of the officer.

2. Employees who have accrued compensatory time will be granted compensatory time off when leave is requested, unless the absence will unduly disrupt the effective functioning of the department.

3. Employees who have accrued compensatory time off must be granted compensatory time off rather than personal leave when leave is requested.

4. Compensatory time off may accrue to a maximum of 100 hours. If an officer has accrued the 100 hour maximum, she/he must be paid cash overtime for overtime hours worked in excess of the 100 hour maximum.

5. If an officer is promoted from this bargaining unit to a position that is exempt under the Fair Labor Standards Act, then the transferring officer must be paid for all accrued compensatory time off at the time of transfer. Such payment must be made at 1.5 times the regular hourly rate of pay received by the officer when the compensatory time was earned.

6. The Chief may require officers to use accrued compensatory time by a certain reasonable period of time.

7. The Chief may require all accrued compensatory to be paid out to reduce his/her accrued compensatory time balance by paying the officer for each hour accrued. Such payment must be made at 1.5 times the regular hourly rate of pay received by the officer when the compensatory time was earned.

8. At the Chief's discretion, the chief or his designee may schedule time off for each hour of accrued compensatory time to reduce officers' accrued compensatory time balance.

9. An officer who separates from the Department shall be paid for all accrued compensatory time at 1.5 times the regular hourly rate of pay received by the officer when the compensatory time was earned.

ARTICLE XXVIII
DURATION

This agreement shall be effective from January 1, 2012 through December 31, 2014 and shall continue in full force and effect until a successor agreement is signed. All salaries and benefits as set forth herein shall be retroactive to January 1, 2012, notwithstanding the date of execution hereof, for all employees employed during the contract period.

IN WITNESS WHEREOF, the PBA and the Township have caused the Agreement to be signed by their duly authorized representatives on this 26th day of March, 2012.

Township of Delaware:

Delaware Township PBA
Local 188

_____/S/_____
Roger Locandro
Mayor

_____/S/_____
Christopher Cane
Officer

_____/S/_____
Judith A. Allen, RMC
Township Clerk

_____/S/_____
Jason Marrero
Officer