

**POLICE AND FIRE  
COLLECTIVE BARGAINING AGREEMENT SUMMARY FORM**

**Section I: Agreement Details**

Public Employer: Township of Lebanon County: Camden  
 Employee Organization: Police - PBA Employees in Unit: 9  
 Base Year Contract Term: 1/1/2008 12/31/2010 New Contract Term 1/1/2011 12/31/2014  
 Type of Settlement:  Arbitrator's Award  Fact-Finder Recommendation  Voluntary Settlement

**Section II: Statutory Definition of Base Salary**

N.J.S.A. 34:13A-16.7(a): Base salary is the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount provided for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension, and health and medical insurance costs.

	Base Year - Total Costs <i>(Last Year of Previous agreement)</i>		New Base Year - Total Costs <i>(First Year of Successor agreement)</i>	
	Column A	Column B	Column C	Column D
	Economic Inside Base Salary	Non-salary Economic Outside Base Salary	Economic Inside Base Salary	Non-salary Economic Outside Base Salary
<b>Section III: Economic - Costs inside base salary</b>				
Salary .....	\$782,381		\$834,458	
Increment .....		N/A		N/A
Longevity .....				
<b>Section IV: Additional Costs</b> List economic items: indicate either inside or outside base salary as agreed to between the parties.				
<u>Item Description</u>				
Item 1 ..... <u>Clothing Allowance</u>		\$6,075		\$6,075
Item 2 .....				
Item 3 .....				
Item 4 .....				
Item 5 .....				
Item 6 .....				
Item 7 .....				
Item 8 .....				
Item 9 .....				
Any additional items list on separate sheet Additional Items				
<b>Section V: Totals - Sum of costs in each column</b>	\$782,381	\$6,075	\$834,458	\$6,075
	<small>(Total Economic) Section III &amp; IV</small>	<small>(Total Non-salary Economic)</small>	<small>(Total Economic) Section III &amp; IV</small>	<small>(Total Non-salary Economic)</small>

**Section VI: Analysis of new successor agreement**

**NEW AGREEMENT ANALYSIS**

Total Economic Base Year (previous agreement) \$782,381

Effective Date (m/d/yyyy)	<u>1/1/2011</u>	<u>1/1/2012</u>	<u>1/1/2013</u>	<u>1/1/2014</u>
Percent Increase .....	2.25	2.25	2.25	2.25
Actual dollar increase .....	\$0	\$52,075	\$18,775	\$19,198
Total Economic Costs (successor agreement) .....	\$782,381	\$834,456	\$853,231	\$872,429

**Section VII: Impact of Settlement - average annual increase over term of agreement**

Percentage Impact (average per year over term of agreement) 2.25  
 Dollar Impact (average per year over term of agreement) \$22,512

**Section VIII**

Medical Costs	Base Year	Year 1
Cost of Health Plan .....	\$148,216	
Employee Contributions .....	\$2,223	
Prescription .....		
Dental .....		
Vision .....		

*The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.*

**Section IX**

Prepared by: Gregory Della Pia Title: CFO  
 Print Name  
 Signature  
 Date: 7/11/2012

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2011 thru 12/31/2014.

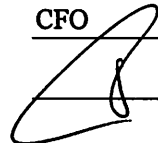
Employer: Township of Lebanon

County: Hunterdon

Date: 7/11/2012

Name: Gregory Della pia  
Print Name

Title: CFO

  
Signature

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**HUNTERDON COUNTY P.B.A. LOCAL 188,  
LEBANON TOWNSHIP UNIT**

**AND**

**TOWNSHIP OF LEBANON**

**JANUARY 1, 2011 THROUGH DECEMBER 31, 2014**

**TABLE OF CONTENTS**

	Page
PREAMBLE .....	1
I. RECOGNITION .....	2
II. NEGOTIATIONS PROCEDURE .....	3
III. SEVERABILITY CLAUSE AND RENEGOTIATION .....	4
IV. RETENTION OF BENEFITS .....	5
V. GRIEVANCE PROCEDURE.....	6
VI. HOURS OF WORK AND OVERTIME .....	9
VII. BASE SALARIES AND WAGES.....	14
VIII. LONGEVITY PLAN .....	16
IX. TUITION REIMBURSEMENT .....	18
X. CLOTHING ALLOWANCE.....	19
XI. HOLIDAYS.....	20
XII. VACATIONS.....	21
XIII. PERSONAL DAYS .....	23
XIV. SICK DAYS .....	24
XV. BEREAVEMENT DAYS .....	25
XVI. INSURANCE PLANS .....	26
XVII. PERSONNEL FILES .....	28
XVIII. EMPLOYEE RIGHTS DURING INVESTIGATIONS .....	29
XIX. PBA BUSINESS.....	31
XX. JUST CAUSE PROVISIONS .....	32
XXI. MISCELLANEOUS PROVISIONS .....	33
XXII. DURATION OF AGREEMENT .....	35
SIGNATURE PAGE .....	36
SCHEDULE A-SALARIES .....	37
SCHEDULE A-1 SALARIES .....	38
SCHEDULE A-2 SALARIES.....	39

**PREAMBLE**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **TOWNSHIP OF LEBANON IN THE COUNTY OF HUNTERDON AND STATE OF NEW JERSEY**, hereinafter referred to as the “Employer” or the “Township,” and the **HUNTERDON COUNTY POLICEMEN’S BENEVOLENT ASSOCIATION LOCAL NO. 188, LEBANON TOWNSHIP UNIT**, hereinafter referred to as the “PBA.”

**WITNESSETH:**

WHEREAS, the parties mutually desire to provide the Township with professional police protection; and,

WHEREAS, members of the Township Police Force desire to protect their interests and Employees by negotiating through the PBA; and,

WHEREAS, it is the intent and purpose of the parties hereto establish a basic understanding relative to the rates of pay, hours of work and other conditions of employment consistent with law.

NOW THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties agree as follows:

## **ARTICLE I**

### **RECOGNITION**

1. The Township recognizes the PBA as the exclusive representative for the purpose of collective negotiations with the respect to the terms and conditions of employment of the members of the bargaining unit, which shall be defined as: all full time Police Officers employed by the Township, but excluding the Chief of Police, Lieutenant, and Special Police Officers.

2. The term "Employee" or "Employees" as used hereinafter, shall be interpreted interchangeably with the term "Police Officer" and "Police Officers."

3. Recognition of the PBA by the Township shall not obligate any eligible Police Officer to be so represented. The Township shall not, however, either directly or indirectly seek to influence an eligible Police Officer's decision with regard to such representation.

## **ARTICLE II**

### **NEGOTIATIONS PROCEDURE**

1. The Township and the PBA agree, at the request of either party, to enter into negotiations for a Successor Agreement in accordance with the Rules and Regulations of the Public Employment Relations Commission. In such negotiations, each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Such agreement shall apply to all members of the bargaining unit and shall be reduced to writing and, after ratification, signed by the parties. Negotiations may be commenced by mutual agreement at any time. Negotiations shall be commenced upon request of either party within one hundred twenty (120) days prior to the expiration of this Agreement. Said negotiations within the one hundred twenty (120) day period shall not be deemed a waiver of right to negotiate.

2. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, consistent with their status as representatives of their principals. No proposal shall be binding until formally approved by the principals.

### **ARTICLE III**

#### **SEVERABILITY CLAUSE AND RENEGOTIATION**

1. In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions. It is understood that final decisions of the New Jersey Supreme Court shall control.

2. It is understood and agreed that upon mutual consent of both the Employer and the PBA, the two parties may meet for the purpose of affecting a change or providing an addendum to any section of this Agreement. It is further understood and agreed upon that the remaining sections of this Agreement shall remain in full force and effect.



## ARTICLE IV

### RETENTION OF BENEFITS

It is understood and agreed upon that all rights, privileges and benefits which the Employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of the negotiations resulting in this Agreement. Specific reference is made to the Township of Lebanon Police Department Rules and Regulations, adopted June 18, 1980 and, Lebanon Township Ordinance 1-1987 and successor ordinances updating same during 1988 through 1995. However, pursuant to the new laws implemented by the State of New Jersey, all Employees shall pay the statutory health insurance contribution required by said law. The contribution to be paid by the Employee will be calculated based upon the formula set forth by the law.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### 1. Definition

The term “grievance,” as used herein, means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment under this Agreement and may be raised by an individual unit Employee, a group of unit Employees, or the PBA, at the request of any such individual or group (hereinafter referred to as the “grievant”).

#### 2. Informal Resolution

The Township and the PBA agree to attempt to resolve potential grievances in an informal manner if possible. The time limitation pertaining to initiation of grievance procedure may be waived if mutually agreeable, provided such waiver is in writing and approved by both parties.

#### 3. Steps of the Procedure

##### Step One:

A grievance initially must be filed within thirty (30) calendar days from the date on which the act, which is the subject of the grievance, occurred or became known to the grievant, whichever is later. The grievance shall be submitted in writing to the Chief of Police, who may conduct a hearing regarding the grievance at his discretion, and shall render a decision, in writing, within fifteen (15) calendar days of his/her receipt of the grievance.

Step Two:

In the event the grievance is not resolved to the grievant's satisfaction as Step One, or in the event the Chief of Police has not served a timely written response at Step One, then within fifteen (15) days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Township Committee. The parties shall meet within ten (10) days of this submission and the Township Committee shall have five (5) days thereafter to make a written response.

Step Three:

In the event the grievance is not resolved to the satisfaction of the grievant at Step Two, or in the event the Township Committee had not served a timely written response at Step Two, then within fifteen (15) calendar days after the response set forth in Step Two, the grievant may notify the Township Committee in writing of his or her intent to submit the grievance to the New Jersey Public Employment Relations Commission (PERC) for binding arbitration.

a. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his award, by no later than thirty (30) calendar days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from or in any way whatsoever, alter the provisions of this Agreement.

b. Grievance meetings and hearings shall be held at mutually acceptable times and places. The grievant shall have at his request a representative from

the PBA and/or a labor consultant to assist in the resolution of the grievance at such meetings and hearings.

c. The fees, expenses and all other proper charges of the arbitrator shall be split equally between the parties; however each party shall bear his own additional costs.

d. All grievance hearings scheduled in accordance with the provisions hereof shall be so scheduled so as to avoid time off from regular scheduled shifts. However, in the event a grievant, or witness called by him, is on duty, he shall be permitted to attend the said hearing without reduction or loss of pay.

e. No reprisals of any kind shall be taken by the Township, or by an agent thereof, against any grievant or party participating in a grievance procedure or any member of the PBA by reason of such participation. Neither the PBA nor any Employee shall use the formal grievance procedures for obviously frivolous matters.

f. All grievance hearings, conducted as outlined herein, shall be conducted in private and shall be attended by the respective parties and/or their representatives, in addition to any witnesses produced by either party for the purpose of testifying at such hearing.

## ARTICLE VI

### HOURS OF WORK AND OVERTIME

#### 1. Hours of Work

The work period shall consist of forty (40) hours during a seven (7) days calendar day cycle under a rotating work schedule of ten (10) hour shifts. A work day shall consist of ten (10) hours.

#### 2. Overtime Rate

a. All hours worked in excess of forty (40) hours during a seven (7) calendar day cycle shall be compensated at one and one-half (1 ½) times the regular rate of pay with the Employee having the option of direct cash payment or compensatory time off.

b. Employees may accrue up to four hundred eighty (480) hours of compensatory time which may be taken at any time based upon approval by the Chief of Police, or his/her designee, which approval shall not be unreasonably withheld.

c. Employees are not permitted to carry over overtime from one calendar year to the next. Employees will be paid at the end of the calendar year for any unused accrued overtime for that year. However, any Police Officers that have accrued overtime pursuant to this Agreement would have the right to use the overtime within three (3) years of the acceptance of this Agreement.

#### 3. On Call and Call In

In the event an Employee is called in to work during other than regularly scheduled hours (i.e., off duty court administrative appearances, police school, firearms qualification, special training, etc.), the Employee shall be guaranteed a minimum of three (3) hours pay at the rate of time and one-half (1 ½).

4. Exchange of Duty

Employees shall be permitted to voluntarily swap their tours of duty subject to the approval of the Chief of Police, or his designee, which approval shall not be unreasonably withheld. This provision is not to be construed as to increase the Township's overtime liability.

5. Effective June 1, 2008, as amended herein, members of the bargaining unit shall work what is known as the "Pitman Schedule." The provisions of the schedule are as follows:

A. Hours of Work:

1. The work day shall consist of not more than twelve (12) consecutive hours in a twenty-four (24) hour period, except in cases to meet a bona fide emergency or public safety need.

2. Rotation of schedule, if any, is at the sole discretion of the Chief of Police. The Police Officer's annual work year shall consist of two thousand one hundred ninety (2,190) hours.

3. A forty-two (42) day notice to the Police Officer is required for any change of shift, unless mutually agreed upon by the scheduling Police Officer and the Police Officer affected.

B. Work Period/Work Day Calculation:

1. The work period shall consist of one hundred sixty-eight (168) hours worked during a twenty-eight (28) day cycle.

2. A work day, for purposes of calculating leave time, shall be ten (10) hours. Thus, to take a full twelve (12) hour shift day off, the Employee will have

to use twelve (12) hours (1.2 days) of leave time, though some or all of the Employee's compensatory bank can be used to supplement the time off. (For example, a sick day requires the use of twelve (12) hours or 1.2 days of sick leave per Article XIV, etc.).

C. Shift Definition:

Regular work shifts shall be twelve (12) hours in length. However, a work day, for calculation of leave time, shall be as defined above.

D. SAT Time:

Each Police Officer shall be allotted one hundred ten (110) hours of SAT time annually. There is no monetary value assigned to SAT time. The use of SAT time may only be used in three (3) hour or less increments unless approved by the Chief of Police or his/her designee. SAT time is reset at the beginning of each calendar year and shall not be carried over in to the next year.

E. Overtime Rate:

1. All hours worked in excess of one hundred sixty-eight (168) hours during a twenty-eight (28) day cycle shall be compensated at one and one half (1 ½) times the regular rate of pay with the Employee having the option of direct cash payment or compensatory time off.

2. Employees may accrue up to four hundred eighty (480) hours of compensatory time, which may be taken at any time to the approval of the Chief of Police, or his/her designee, which approval shall not be unreasonably withheld.

3. For all Police Officers hired after January 1, 2005, overtime hours cannot be carried over from one calendar year to the next (i.e. must have a balance of zero (0) overtime hours at the start of each calendar year). Any unused hours will be paid

within sixty (60) calendar days of the following year and paid at the previous year's rate (hourly).

F. On Call and Call In:

In the event an Employee is called in to work during other than regularly scheduled hours (i.e., off duty court administrative appearances, police school, firearms qualification, special training, etc.), the Employee shall be guaranteed a minimum of three (3) hours pay at the rate of time and one-half (1 ½).

G. Exchange of Duty:

Employees shall be permitted to voluntarily swap their tours of duty subject to the written approval of the Chief of Police, or his designee, which approval shall not be unreasonably withheld. This provision is not to be construed as to increase the Township's overtime liability.

H. Shift Work:

1. The sequence of shift work on the twelve (12) hour schedule may be as follows:

Two (2) days on, followed by two (2) days off

Three (3) days on, followed by two (2) days off

Two (2) days on, followed by three (3) days off and so on

The ultimate determination for shift scheduling/shift assignment shall rest with the Chief of Police.

2. Change of shift shall occur every two (2) weeks for bargaining unit members on a twelve (12) hour shift scheduled (two (2) week rotation).



The ultimate determination for shift scheduling/shift assignment shall rest with the Chief of Police.

I. Intent/Duration:

1. The parties agree to maintain a Scheduling Committee, which may meet not less than every sixty (60) calendar days during each year of this Agreement wherein the twelve (12) hour schedule is in effect. The Schedule Committee shall be made up of up to two (2) representatives of the PBA and up to two (2) members of the Township Committee or their designee. The purpose of the Schedule Committee shall be to discuss methods for improvement of the work schedule and the implementation of the terms and conditions of this Article and delivery of services to the public.

2. During the term of the Agreement, both the PBA and the Township must jointly agree, in writing, to review the provisions of this Article prior to its furtherance in the following calendar year. Said extension of provisions of this Article must be executed by both parties no later than November 15th of the previous year. For example, if both parties do not jointly agree, in writing, by November 15, 2011, to extend the provisions of the Pitman schedule, then, as of January 1, 2012, the old ten (10) hour work schedule shall be reverted back to. Said reversion shall, in all respects, go back to the schedule which pre-dated the implementation date set forth herein.

## ARTICLE VII

### BASE SALARIES AND WAGES

#### 1. BASE SALARY

a. The base annual wages for Employees covered by this Agreement shall be as set forth on Schedules A, A-1 and A-2 attached. Schedule A shall be applicable to all Employees hired on or before December 31, 1996. Schedule A-1 shall be applicable to all Employees hired on or after January 1, 1997. Schedule A-2 shall be applicable to all Employees hired on or after January 1, 2011.

b. The salary structure (Schedules A, A-1 and A-2) represents an automatic annual step guide system applicable to all Employees who are not at maximum pay rate for patrol Police Officer (First Class). Each patrol Police Officer not at the maximum patrol Police Officer rate (First Class) shall receive annual step movement to the next higher class pay rate in accordance with the annual anniversary date of said Police Officer's date of hire. All current Employees below maximum shall receive retroactive step movement paid in accordance with their appropriate anniversary dates of hire.

c. All Police Officers hired after January 1, 2011, shall be subject to ten (10) steps in the salary guide as set forth in Schedule A-2. These steps are as follows: 10th class, 9th class, 8th class, 7th class, 6th class, 5th class, 4th class, 3rd class, 2nd class and 1st class.

d. There shall be twenty-four (24) pay periods per year and the base salary shall be paid on the fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) day of each month and on the last day of February.

- e. The salary increases for all Employees shall be as follows:
1. 2.25% across-the-board, not retroactive to January 1, 2011;
  2. 2.25% across-the-board, effective January 1, 2012 plus Holiday Pay Rolled into Base Pay;
  3. 2.25% across-the-board, effective January 1, 2013; and
  4. 2.25% across-the-board, effective January 1, 2014.

f. All salaries and benefits as set forth herein and outlined in Schedules A, A-1 and A-2 are not to be retroactive to the year 2011. However, all salaries will be retroactive to January 1, 2012 based upon the current salary for 2012.

## ARTICLE VIII

### LONGEVITY PLAN

1. All Policemen who are hired after January 1, 2011 will not receive longevity payments.

2. For all other Policemen covered under this Agreement (except for indicated in number 3 below), upon completion of five (5) years of continuous employment service, he/she will receive a salary or wage stability increase computed at the rate of two percent (2.0%) of such Employee's base pay; thereafter such Employee shall receive annual salary or wage stability increase as follows:

After completion of 5 years	2%
After completion of 6 years	2 1/3%
After completion of 7 years	2 2/3%
After completion 8 years	3%
After completion 9 years	3 1/3%
After completion of 10 years	3 2/3%
After completion of 11 years	4%
After completion of 12 years	4 1/3%
After completion of 13 years	4 2/3%
After completion of 14 years	5%

3. All Policemen hired after January 1, 2005 but before January 1, 2011, shall, upon completion of five (5) years of continuous employment service, receive a salary or wage stability increase computed at the rate of one percent (1.0%) of such Employee's

base pay; thereafter such Employee shall receive annual salary or wage stability increase as follows:

After completion of 5 years	1%
After completion of 6 years	1 1/3%
After completion of 7 years	1 2/3%
After completion of 8 years	2%
After completion of 9 years	2 1/3%
After completion of 10 years	2 2/3%
After completion of 11 years	3%
After completion of 12 years	3 1/3%
After completion of 13 years	3 2/3%
After completion of 14 years	4%

4. Such salary or wage stability payments shall be provided in each pay period where applicable.

## **ARTICLE IX**

### **TUITION REIMBURSEMENT**

One half (50%) of the full costs of tuition (not to exceed Rutgers University's regular under graduate per credit rates) and textbooks will be paid by the Employer upon successful completion (C+ or a grade of Pass unless + or – not given) or any accredited college course leading to a degree in Law Enforcement, or Criminal Justice, or Police Science, within thirty (30) days following the submission of receipts for same. If the Employee voluntarily leaves the Police force within the two (2) years of date of completion of said course, he or she shall reimburse the Township for its tuition reimbursement.

## **ARTICLE X**

### **CLOTHING ALLOWANCE**

1. Employees in their first year of service shall receive a clothing allowance of One Thousand Four Hundred (\$1,400.00) Dollars.

2. Employees in their second and subsequent years of service shall receive an annual clothing allowance of Six Hundred Seventy-Five (\$675.00) Dollars.

3. In the event that all or any part of the present uniform is changed, the costs of such change shall be borne by the Township and not be considered as part of the yearly clothing allowance as set forth above.

## **ARTICLE XI**

### **HOLIDAYS**

1. In lieu of time off, each Employee shall be paid one hundred forty-four (144) hours holiday pay which is equivalent to twelve (12) days of holiday pay.

2. Payment for the holidays referred to in Paragraph 1 above shall be paid in equal installments in the paychecks of each officer according to the Township's regular payroll schedule.

3. Hours worked on a designated holiday shall be compensated at the regular rate plus half the regular rate for a total of time and one-half (1 ½). This payment shall be in addition to the payment received under paragraph 1 above. Employee schedules will not be altered on a holiday to avoid overtime. The designated holidays for 2011, 2012, 2013 and 2014 are as follows:

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



## **ARTICLE XII**

### **VACATIONS**

1. Each Employee shall be granted paid vacation as set forth in the schedule below:

After one (1) year through two (2) years of service	Forty (40) hours
After two (2) years through five (5) years of service	Eighty (80) hours
After five (5) years through ten (10) years of service	One Hundred Twenty (120) hours
After ten (10) years of service	One Hundred Sixty (160) hours

2. Vacation leave shall accrue upon the Employee's anniversary of service date and may be taken at any time during the twelve (12) months following that anniversary date. If resignation or termination of an Employee occurs during the calendar year, unearned vacation days, which have already been taken, will be deducted from any final salary payment.

3. Vacation preference shall be determined on the basis of seniority subject to the reasonable discretion of the Chief of Police or his/her designee, to assure adequate continuous services. An Employee shall be permitted to take up to three hundred sixty (360) consecutive hours, inclusive of vacation, at one time if approved by the Chief of Police, which approval shall not be unreasonably withheld. In addition, an Employee may, but need not, take up to one hundred (100) of the vacation hours to which he is entitled, singly, subject to the same approval.

4. The Employee shall have the option of carrying over up to fifty (50%) percent of his previous year's unused vacation days into the following year with the

written approval of the Chief. An Employee shall also have the option of receiving pay in lieu of time off for up to forty (40) vacation hours per year.

5. A permanent Employee who retires or terminates his employment in good standing with the Township shall be entitled to the vacation allowance for the current year pro-rated on the basis of one twelfth (1/12<sup>th</sup>) of his vacation entitlement for each month worked as of the date of his separation becomes effective.

## **ARTICLE XIII**

### **PERSONAL DAYS**

1. Employees shall be entitled to forty (40) hours leave of absence with pay for personal business. Seventy-two (72) hours notice for said leave shall be given, except in cases of emergency, to the Chief of Police or his designee. The Township reserves the right to deny requests for personal days, as conditions warrant but approval shall not be unreasonably withheld.

2. Unused personal days shall be converted to direct payment, at the Employee's prevailing rate of pay, payable in the first day period in January of each year.

## **ARTICLE XIV**

### **SICK DAYS**

1. Each Employee shall be granted one hundred (100) hours of sick leave each year.

2. Sick days may be used for personal illness only. An Employee may be asked to submit acceptable medical evidence substantiating the need for sick leave. In the event of the absence of an Employee, the Chief of Police, or his designee, shall be notified as soon as possible prior to his scheduled shift.

3. An Employee may carry up to four hundred (400) unused sick leave hours from prior years of service.

4. The total number of sick days allotted shall be credited to each Employee as of January 1<sup>st</sup> of each year. In the event that the resignation or termination of an Employee occurs during the calendar years, unearned sick leave, which has already been used by said Employee will be deducted from any final salary payment.

## ARTICLE XV

### BEREAVEMENT DAYS

1. Each Employee shall be allowed time off, from the date of death until the day of burial, in the event of the death of that Employee's spouse, father, mother, grandfather, grandmother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law.

2. For a grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or a cousin of the first degree; the day of the burial only.

3. An extension of time may be granted where the deceased is buried in another city and the Employee would be unable to return in time for duty with the leave granted.

4. An Employee shall be entitled to up to thirty (30) hours each year with pay for such death in his family.

5. If additional days are required, an Employee may use his personal days (under Article XIII), his vacation days (under Article XII), or any compensatory time off he may have credited. In so far as possible under these provisions, bereavement leave shall be allowed with full pay.

## ARTICLE XVI

### INSURANCE PLANS

1. All Employees shall pay the statutory health insurance contribution required by law. The contribution to be paid by the Employee will be calculated based upon the formula set forth by the law.

2. All Employees will be entitled to participate in full family coverage under the State Health Benefits Program (New Jersey Plus/Blue Choice as provided by Blue Cross & Blue Shield of NJ) and the Township's Prescription Plan. If the stated plan should disband, the Employee will automatically switch back to the original coverage with no additional premium.

3. Each Employee shall be entitled to participate in the Township's Accident and Sickness Police Plan which entitles an Employee to full salary if a disablement is suffered which qualifies such individual to receive payments under this plan. This "Policy Plan" is a self-insurance plan funded by the Township itself and the Township agrees to take all necessary actions to assure that the Plan is adequately funded. This entitlement to full salary or wages shall be subject to the following limitations:

a. The Township shall not be required to pay such salary during the first two (2) weeks of any disablement under this Plan.

b. The maximum period of payment for any one disablement shall be six (6) months.

c. The Township shall not be required to pay more than a total of six (6) months full salary benefits for any one (1) type of disabling illness at one time. When an individual has returned to work following a disablement in excess of six (6) months,

such individual shall work at least one (1) year and one day in order to be entitled to receive the benefits of this Plan again.

4. The Township shall continue false arrest and liability insurance for the Employees at the level of coverage in effect at the execution of this Agreement. Except to the extent that the Employees contribute to the cost of such insurance in connection with their off-duty activities, the Township shall be responsible for paying the premiums. The level of coverage and the obligation of the parties with respect to the payment of the premiums shall be as is set forth in Appendix A of this Agreement.

5. Effective January 1, 2003, Employees covered by this Agreement shall be permitted to opt-out (or opt-down) of the Township's insurance plans in return for a payment equal to twenty (20%) percent of the premium saved by the Township. This is a voluntary option. Said Employee shall also be given the option each year to opt back into the Township's insurance plan(s) during the enrollment period, except under exigent circumstances where there is a loss of coverage. Prior to being eligible for this benefit, the Employee shall be required to provide to the Township proof of spousal coverage and shall be required to continue to produce such as part of continuing eligibility. If there is a return to full coverage or a higher level of coverage during the year, the Employee shall only be paid a pro rata amount of the percentage savings paid to the Employee.

## **ARTICLE XVII**

### **PERSONNEL FILES**

1. An Employee shall have access to his personnel file upon twenty-four (24) hours notice to the Chief of Police. It may be viewed during the Chief's normal working hours. If an Employee disagrees with an item in his personnel file, he may place a rebuttal statement in the file.

2. Files remain in the property of the Department and shall not be removed without the express written consent of the Chief of Police. Originals of documents, or certified true copies, remain the property of the party to whom they were directed, but both the Police Department and the Employee shall have the right to copy each other's originals and retain that copy. Employees may copy anything that is in their files.

3. No documents of anonymous origin shall be included in a personnel file. Only one (1) file shall be maintained for each Employee. The Township shall notify the Employee in writing when any item is placed in his personnel file which could adversely reflect upon the Employee.

4. A copy of each written evaluation of work performance shall be given to the Employee. The Employee shall sign the evaluation form, acknowledging his review of same (not agreement with it) immediately following such review. The Employee shall make any response within thirty (30) calendar days from the date of his signature, which statement shall become part of the evaluation.



## **ARTICLE XVIII**

### **EMPLOYEE RIGHTS DURING INVESTIGATIONS**

The wide ranging powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the member of the Police Force. These questions may require investigations and are to be conducted in a manner which is conducive to good order and discipline; the following rules are hereby adopted:

1. The interrogation of any Employee shall be at a reasonable hour, preferably when the Employee is on duty. If it is required that the Employee report to headquarters on his off-duty hours, he shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he was remiss in his duties or found guilty of a preferred charge.

2. The Employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the Employee of the nature of the investigation. If the Employee is to be questioned as a witness only, he shall be so informed at the initial contact.

3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are necessary.

4. The complete interrogation of the Employee shall be recorded mechanically and copies of tapes shall be provided to the PBA Delegate. "OFF THE RECORD" questions shall be allowed with mutual consent only. All recesses called during the

questioning shall be recorded. The contents of the tapes shall be kept confidential during the course of the investigation and the tapes shall not be destroyed without mutual consent.

5. The Employee shall not be subject to any abusive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. In all cases and at every stage of the proceedings, the Department shall afford an opportunity for the Employee, if he so requests, to consult with counsel and/or is PBA representative(s) before being questioned concerning any violation or complaint of any type, which may result in any action being taken against said Employee.

7. This Article shall not preclude a supervisor's right to question subordinates relative to their daily activities.

## **ARTICLE XIX**

### **PBA BUSINESS**

1. Accredited representatives of the PBA who are Police Officers may enter Township facilities or premises at reasonable hours for the purpose of observing work conditions of their constituents or assisting in the adjustment of grievances. When the PBA decides to have its representatives enter the Township facilities or premises, it will request such permission from the Chief of Police, or his/her designee, and such permission will not be unreasonably withheld.

2. The dues for membership in the PBA shall be deducted on a biweekly basis from the members' paychecks and shall be paid to the PBA on a quarterly basis by the tenth (10) of the month following the close of each calendar quarter (April 10th, July 10th, October 10th, and January 10th). The Township shall furnish the PBA copies of any and all pertinent records necessary to effectuate the same. The PBA shall notify the Township of the precise amount of the dues on an annual basis.

## **ARTICLE XX**

### **JUST CAUSE PROVISIONS**

No Police Officer shall be discharged, disciplined, suspended or reduced in rank or compensation, without just cause. Any such action asserted by the Committee, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided for under Title 40A. Written reprimands shall be subject to advisory arbitration as the terminal step in the grievance procedure. All other forms of discipline, as set forth above, shall be subject to binding arbitration.

## ARTICLE XXI

### MISCELLANEOUS PROVISIONS

1. Mileage Allowance

In the event the Employee is required to use a personal vehicle for any business or activity related to his employment, he shall be compensated for such use at the rate of \$.24 per mile.

2. Out of Pocket Expenses

Upon receiving prior approval by the Chief of Police, or his/her designee, Employees shall be reimbursed for out of pocket expenses such as tolls, parking meals and/or lodging, incurred in connection with the performance of official duties. Advance approval shall be obtained regarding the amount allowable for meals and lodging.

3. Physical Examinations

Employees shall have physical examinations in accordance with the provisions of Section B, Subsection 7, of Lebanon Township's Ordinance No. 1-1987.

4. Military Leave

Military leave shall be provided in accordance with the applicable law.

5. Non-Discrimination

Neither the Township nor the PBA shall discriminate against any Employee because of race, creed, religion, color, age, sex or national origin. It is understood and agreed that there are age restrictions established by law for Police Police Police Officers.

6. Printing of Agreement

The Township shall reproduce this Agreement in sufficient quantity so that every Employee may be provided with a copy and so that there may be sufficient copies in

reserve for any Employee hired during the term of this Agreement. This reproduction and distribution shall be accomplished within thirty (30) days of the signing of this Agreement.

7. Legal Defense

The Township recognizes its obligation to provide Employees a legal defense in accordance with N.J.S.A. 40A:14-155.

8. Probationary Period

The Township recognizes its obligation to comply with all statutes regarding probationary employment. The Township agrees that any new recruit who has not previously completed basic training will be enrolled in the first available class offered by the Police Academy.

9. Management Rights

It is understood and agreed that, except for proposed new rules or modifications of existing rules governing working conditions which shall first be negotiated with the majority representative before they are established, all rights of management are retained by the Township, except as modified by this Agreement, and that these rights shall include, but not by way of limitation, the right to:

- a. hire, promote, transfer and assign;
- b. suspend, demote, discharge or take other disciplinary action for cause; and
- c. establish the Employee's schedule in accordance with law subject to the obligation to bargain as determined by law.

## ARTICLE XXII

### DURATION OF AGREEMENT

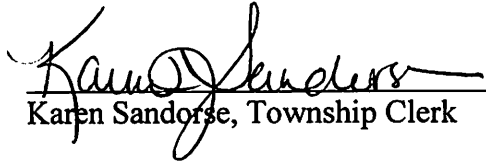
1. This Agreement shall be in full force and effect as of January 1, 2011 through December 31, 2014 notwithstanding the date of execution hereof, and all salaries and benefits as set forth herein are not to be retroactive with respect to the year 2011. However, all salaries will be retroactive to January 1, 2012 based upon the current salary for 2012.


2. In the event subsequent negotiations do not result in a successor Agreement by December 31, 2014 terms and conditions of this Agreement shall continue in full force and effect until the new Agreement is reached and executed.

SIGNED AND AGREED TO ON June 10, 2012.

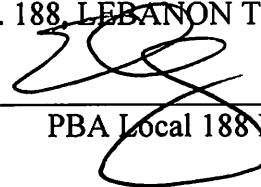
ATTEST:

TOWNSHIP OF LEBANON

  
Karen Sandorse, Township Clerk

By   
Brian Wunder, Mayor

HUNTERDON COUNTY POLICEMEN'S  
BENEVOLENT ASSOCIATION LOCAL  
NO. 188, LEBANON TOWNSHIP UNIT

By   
PBA Local 188 Representative



**SCHEDULE A**

Base Wage  
Employees Hired on or before December 31, 1996

	<b><u>Jan. 1, 2011</u></b>	<b><u>Jan. 1, 2012</u></b>	<b><u>Jan. 1, 2013</u></b>	<b><u>Jan. 1, 2014</u></b>
4th Class	\$48,394.63	\$52,909.27	\$54,099.73	\$55,316.97
3rd Class	\$58,285.74	\$63,722.77	\$65,156.53	\$66,622.55
2nd Class	\$64,115.28	\$70,096.75	\$71,673.93	\$73,286.59
1st Class	\$80,677.38	\$88,203.66	\$90,188.24	\$92,217.47
Sergeant	\$87,423.66	\$95,888.72	\$98,046.22	\$100,252.26

**SCHEDULE A-1**

Base Wage  
Employees Hired on or after January 1, 1997

	<b><u>Jan. 1, 2011</u></b>	<b><u>Jan. 1, 2012</u></b>	<b><u>Jan. 1, 2013</u></b>	<b><u>Jan. 1, 2014</u></b>
Recruit	\$43,842.00	\$47,931.65	\$49,010.11	\$50,112.84
6th Class	\$48,394.66	\$52,909.30	\$54,099.76	\$55,317.00
5th Class	\$54,114.51	\$59,162.49	\$60,493.65	\$61,854.75
4th Class	\$61,307.75	\$67,027.33	\$68,535.44	\$70,077.49
3rd Class	\$67,764.37	\$74,085.71	\$75,752.64	\$77,457.07
2nd Class	\$74,220.80	\$81,145.33	\$82,971.10	\$84,837.95
1st Class	\$80,677.38	\$88,203.66	\$90,188.24	\$92,217.47
Sergeant	\$87,423.66	\$95,888.72	\$98,046.22	\$100,252.26

## SCHEDULE A-2

Base Wage  
Employees Hired on or after January 1, 2011

	<u>Jan. 1, 2011</u>	<u>Jan. 1, 2012</u>	<u>Jan. 1, 2013</u>	<u>Jan. 1, 2014</u>
10th Class	\$31,842.00	\$34,897.41	\$35,769.85	\$36,664.09
9th Class	\$35,842.00	\$39,185.73	\$40,165.37	\$41,069.09
8th Class	\$39,842.00	\$43,664.77	\$44,647.23	\$45,651.79
7th Class	\$43,842.00	\$47,931.65	\$49,010.11	\$50,112.84
6th Class	\$48,394.66	\$52,909.30	\$54,099.76	\$55,317.00
5th Class	\$54,114.51	\$59,162.49	\$60,493.65	\$61,854.75
4th Class	\$61,307.75	\$67,027.33	\$68,535.44	\$70,077.49
3rd Class	\$67,764.37	\$74,085.71	\$75,752.64	\$77,457.07
2nd Class	\$74,220.80	\$81,145.33	\$82,971.10	\$84,837.95
1st Class	\$80,677.38	\$88,203.66	\$90,188.24	\$92,217.47
Sergeant	\$87,423.66	\$95,888.72	\$98,046.22	\$100,252.26