

AGREEMENT

Between

TOWNSHIP OF OLD BRIDGE

and

OLD BRIDGE POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 127

JULY 1, 2008 through December 31, 2013

TABLE OF CONTENTS

1

2

3 Article Page

4 PREAMBLE5

5 I RECOGNITION5

6 II NEGOTIATION PROCEDURE 5-6

7 III P.B.A. RIGHTS AND PRIVILEGES.....6

8 Information 6-7

9 Release Time for Meetings7

10 Use of Municipal Facilities.....7

11 P.B.A. Representation.....8

12 Exclusive Rights9

13 IV DUES CHECK-OFF AND REPRESENTATION FEE9

14 Representation Fee..... 9-10

15 Amount of Fee, Notification, Legal Maximum 10-11

16 Deduction and Transmission of Fee11

17 Notification, Payroll Deduction Schedule11

18 Termination of Employment.....12

19 Mechanics, Changes, New Employees 12-13

20 Liability.....13

21 V NO STRIKE PLEDGE 13-14

22 VI SALARIES 14-15

23 VII OVERTIME.....16

24		Detective Bureau.....	17
25		Patrol Bureau	17
26		Non-Patrol Bureaus.....	17-18
27		Overtime Distribution	18
28		Light Duty	19
29		Working Up In Rank.....	19
30		In-Service Training	19
31		Muster Time	20
32		Field Training Officers	20
33	VIII	LONGEVITY	20-21
34	IX	VACATION.....	22-24
35	X	HOLIDAYS	25
36	XI	SICK AND BEREAVEMENT LEAVES.....	26
37		Sick Leave.....	26-27
38		Accrued Sick Leave - Annual, Retirement or Death	27-29
39		Death in Employee's or Spouse's Immediate Family	29
40		Death outside of Employee's or Spouse's Immediate Family.....	30
41	XII	HEALTH AND DISABILITY	30
42		Health Insurance	30-32
43		Injury in the Performance of Duty	32
44		Long Term Disability Benefits	32-33
45		Optical Insurance	33
46		Health Benefits - Death of Employee	34

47		Employee Stress Assistance Program.....	34
48		Life Insurance	34
49		Health Benefits - Retirement	34-35
50	XIII	COLLEGE INCENTIVE PLAN.....	36-37
51	XIV	LEAVE OF ABSENCE	37-38
52	XV	DISCIPLINARY ACTION.....	39
53	XVI	EMPLOYEE RIGHTS	39-41
54		Rights and Protective Representation	41-42
55		Statutory Savings Clause	42
56		Required Meetings or Hearings	42
57	XVII	MANAGEMENT RIGHTS	42
58	XVIII	LEGAL AID	43
59	XIX	NON-DISCRIMINATION	43
60	XX	OUTSIDE EMPLOYMENT AND ACTIVITIES	43-45
61	XXI	GRIEVANCE PROCEDURE.....	45
62		Definition	45
63		Procedure	45-46
64		Step One.....	46
65		Step Two through Step Three	46-48
66	XXII	CLOTHING REQUIREMENT AND MEAL ALLOWANCE	49
67	XXIII	RULES AND REGULATIONS COMMITTEE	49
68	XXIV	SENIORITY	50
69	XXV	PERSONNEL FILE	51

70	Derogatory Material.....	51
71	Right of Review	51
72	XXVI MISCELLANEOUS	51-52
73	XXVII SEPARABILITY, SAVINGS AND NO WAIVER	52
74	XXVIII FULLY BARGAINED PROVISIONS.....	53
75	XXIX SHIFT BID.....	53-54
76	XXX TERM AND RENEWAL	55
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		

90

PREAMBLE

91 This Agreement shall be effective as of the 1st day of July, 2008, by and between the
 92 TOWNSHIP OF OLD BRIDGE, a municipal corporation in the County of Middlesex within the State
 93 of New Jersey, hereinafter called the "Township" or the "Employer" and the OLD BRIDGE
 94 POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 127, hereinafter called the "P.B.A.",
 95 represent the complete and final understanding on all issues that were bargained between the Township
 96 and the P.B.A.

97

ARTICLE I

98

RECOGNITION

99

- 100 A. The Township hereby recognizes P. B. A., Local No. 127 as the sole and exclusive collective
 101 negotiations agent for all patrol officers employed by the Township. The positions of Director
 102 of Public Safety, Chief of Police, and Deputy Chief of Police, all other sworn Superior
 103 Officers, and all other employees of the Township are specifically excluded from this unit.
- 104 B. The term "patrol officer" shall be defined to include all bargaining unit members noted in
 105 Section A, regardless of their assignments or appointments, the plural as well as the singular,
 106 males and females.

107

ARTICLE II

108

NEGOTIATION PROCEDURE

- 109 A. The parties agree to enter into collective negotiations over a successor agreement in accordance
 110 with the New Jersey Public Employer-Employee Relations Act, hereinafter "Act", and any
 111 successor changes in the laws governing public employees, in a good faith effort to reach
 112 agreement. Such negotiations shall begin not later than February 1st of the expiration date of

113 this agreement. The Association further agrees to initially provide the Township with the text
114 of said proposals not later than that date.

115 B. The parties mutually pledge that their representatives shall have the authority to make
116 proposals, consider proposals and make counter-proposals in the course of negotiations. Any
117 agreement arrived at by the negotiating representatives will be submitted to the Township
118 Council and the members of the P.B.A. for ratification, decision or vote. Any agreement of the
119 parties in negotiations will be reduced to writing and will become binding for the period of
120 agreement upon ratification.

121 C. Nothing herein shall be construed to prevent any official from meeting with the employee
122 organization for the purpose of hearing the reviews and requests of its members in such unit as
123 long as the majority representative is informed and is present.

124 D. The Township agrees that there shall be no unilateral changes in any negotiable terms and
125 conditions of employment except as may be provided by law.

126 ARTICLE III

127 P.B.A. RIGHTS AND PRIVILEGES

128 A. Information

129 1. The Employer agrees to make available to the P.B.A. in response to reasonable
130 requests, from time to time, all available information concerning plans and operational
131 programs of the Department of Public Safety as well as the financial resources available
132 to the Township, including but not limited to: annual financial reports and audits,
133 staffing plans, register of personnel, tentative budgetary requirements and allocations,
134 agendas and minutes of all Council meetings, census data, individual and group health
135 insurance premiums and experience figures, and other such information that shall assist

136 the P.B.A. in developing accurate, informed and constructive programs on behalf of
137 police officers, together with any information which may be necessary for the P.B.A. to
138 process any grievance or complaint.

139 2. A designated P.B.A. representative may review the personnel file of a member of the
140 bargaining unit in connection with the processing of a grievance provided that an
141 appropriate release has been secured in advance from the affected individual(s).

142 B. Release Time for Meetings

143 1. Whenever any representative of the P.B.A. or any other employee covered by this
144 agreement participates during an officer's working hours, in grievance proceedings,
145 conference with management, negotiations, or any related litigation, initiated by the
146 P.B.A. or the Township, the officer shall suffer no loss in pay or other contractual
147 benefits to which entitled.

148 2. During collective bargaining, the Township will provide release time for representatives
149 of the P.B.A., not to exceed four (4) representatives on or off duty, with no more than
150 two (2) receiving compensatory time off.

151 C. Use of Municipal Facilities

152 1. The P.B.A. and its members and representatives shall have the right to use the
153 Municipal Facilities at all reasonable times for meetings with approval of the Business
154 Administrator or his/her designee provided that those facilities are not in use or
155 scheduled to be used during the same time.

156 2. The Business Administrator or his/her designee shall be notified in advance of the time
157 of the meeting, the location and anticipated duration.

158

159 D. P.B.A. Representatives

160 1. The P.B.A. Local #127 State Delegate is to receive a total of twenty-five (25) days to
161 attend P.B.A. authorized state, county, tri-county meetings and P.B.A. State
162 Convention, mini-conventions, and any other similar meetings or conferences provided
163 five (5) days' written advanced notice specifying dates of meetings and conventions is
164 given to the Chief of Police. A certificate of attendance to the conference will be
165 submitted to the Chief of Police upon request.

166 2. Two (2) alternate P.B.A. Local #127 Delegates will be granted by the Chief, a
167 maximum of six (6) days each without loss of pay to attend the State P.B.A.
168 Convention, mini-conventions, and contingent upon five (5) days advance written
169 notice from the Association. A certificate of attendance to the conventions shall be
170 submitted, upon request, to the Chief of Police. The number of days allowed for the
171 alternates will conform to state law.

172 3. The President of the P.B.A. shall be permitted release time to attend P.B.A. meetings.

173 4. Accredited representatives of the P.B.A. may enter Township facilities or premises at
174 reasonable hours for the purpose of observing working conditions or assisting in the
175 adjustment of grievances. When the P.B.A. decides to have its representative enter
176 Township facilities or premises, it will request such permission from the Chief of Police
177 or his designee and such permission will not be unreasonably withheld, provided there
178 shall be no interference with the normal operations of the business of Township
179 government or normal duties of employees.

180 5. Representatives may be appointed by the P.B.A. to represent the P.B.A. in grievances
181 with the Township.

182 E. Exclusive Rights

183 The rights and privileges of the P.B.A. and its representatives as set forth in this Article shall be
184 granted to the P.B.A. as the sole and exclusive representative of all employees covered by this
185 agreement. All of the aforementioned rights and rights which had been previously extended by
186 practice to the P.B.A., as well as all other rights and courtesies extended to a sole and exclusive
187 labor representative, shall be extended to the P.B.A. alone, in accordance with this Article, the
188 law and appropriate judicial decisions.

189

190

ARTICLE IV

191

DUES CHECK-OFF AND REPRESENTATION FEE

192 A. The Township agrees to deduct from the salaries of its employees subject to this agreement,
193 dues for the P.B.A. Such deductions shall be made in compliance with Chapter 310, Public Laws of
194 1967, and N.J.S.A. 52:14-15.9(e) as amended. Said monies, together with any records of corrections,
195 shall be transmitted to the P.B.A. office by the fifteenth (15th) of each month following the monthly
196 pay period in which deductions were made.

197 B. The P.B.A. shall certify to the Township, in writing, the current rate of its membership dues.
198 Should the P.B.A. change the rate of its membership dues it shall give the Township written notice
199 prior to the effective date of such change.

200 C. The P.B.A. will provide necessary "check-off authorization" forms and will deliver the signed
201 forms to the Director of Finance.

202 D. Representation Fee

203 1. If a member of this bargaining unit does not become a member of the Association
204 during any membership year which is covered by this agreement, in whole or in part,

205 said employee will be required to pay a representation fee to the Association for that
206 membership year. The purpose of this fee will be to offset the employee's per capita
207 cost of services rendered by the Association as majority representative. The P.B.A.
208 agrees to provide an Association grievance form to all non-Association members who
209 so request one.

210 2. Amount of Fee

211 a. Notification

212 Prior to the beginning of each membership year, the Association will notify the
213 Mayor or his designee in writing as to the amount of regular membership dues,
214 initiation fees and assessments charged by the Association to its own members
215 for that membership year. The representation fee to be paid by non-members
216 will be equal to 85% of that total amount.

217 b. Legal Maximum

218 In order to adequately offset the per capita cost of services rendered by the
219 Association as majority representative, the representation fee should be equal in
220 amount to the regular membership dues, initiation fees and assessments charged
221 by the Association to its own members and the representation fee has been set at
222 85% of that amount solely because that is the maximum currently allowed by
223 law. If the law is changed in this regard, the amount of the representation fee
224 automatically will be increased to the maximum allowed, said increase to
225 become effective as of the beginning of the Association membership year
226 immediately following the effective date of the change. Should the maximum

227 amount be decreased by law the Association would have the final say as to
228 whether or not to implement the fee or remove this section of the Article.

229 3. Deduction and Transmission of Fee

230 a. Notification.

231 Once during each membership year covered in whole or in part by this Agreement, the
232 Association will submit to the Business Administrator or his/her designee a list of those
233 employees who have not become members of the P.B.A. for the then current
234 membership year. The Township will deduct from the salaries of each employee, in
235 accordance with Paragraph b below, the full amount of the representation fee and
236 promptly transmit the amount so deducted to the Association.

237 b. Payroll Deduction Schedule

238 The Township will deduct the representation fee in equal installments, as nearly
239 as possible, from the paychecks paid to each employee on the aforementioned
240 non-member list during the remainder of the membership year in question. The
241 deductions will begin with the first paycheck paid: (1) Ten (10) days after the
242 receipt of the aforementioned non-member list by the Mayor or his designee, or
243 (2) Thirty (30) days after the employee begins his or her employment in a
244 bargaining unit position, unless the employee previously served in a non--
245 bargaining unit position and then became covered by this agreement or was laid
246 off, in which event the deductions will begin with the first paycheck paid to said
247 employee after the resumption of said employee's employment in a bargaining
248 unit position.

249

250 c. Termination of Employment

251 If an employee who is required to pay a representation fee terminates his or her
252 employment, for any reason, be it resignation, layoff, retirement, dismissal, or
253 any other cause, before the Association has received the full amount of the
254 representation fee to which it is entitled under this Article, the Township will
255 deduct the unpaid portion of the fee from the last paycheck paid to said
256 employee up to and including the last date of employment.

257 d. Mechanics

258 Except as otherwise provided in this Article, the mechanics of the deduction of
259 the representation fees and the transmission of such fees to the Association will,
260 as nearly as possible, be the same as those for the deduction and transmission of
261 regular membership dues. The Township will, however, indicate in those
262 records transmitted to the Association which monies are receipts from the
263 representation fee.

264 e. Changes

265 The Association will notify the Business Administrator or his/her designee in
266 writing of any changes in the list of non-members provided for in Paragraph 1
267 above and/or the amount of the representation fee, and such changes will be
268 reflected in any deductions made more than ten (10) days after the Business
269 Administrator or his/her designee received such notification.

270 f. New Employees

271 On or about the last day of each month, beginning with the month that this
272 agreement becomes effective, the Township will submit to the Association, a list

273 of all new employees who began their employment in a bargaining unit position
274 during the preceding thirty (30) day period. The list will include names, job
275 titles, and dates of employment for all such employees.

276 4. Liability

277 The P.B.A. shall defend and save the Township harmless against any and all claims that
278 shall arise out of or by reason of action taken by the Township in reliance upon salary
279 deduction authorization cards as furnished by the P.B.A. to the Township, or in reliance
280 upon the official notification on the letterhead of the Association advising of changed
281 deduction.

282 5. The rights and benefits extended herein shall apply and be extended to the P.B.A.,
283 solely and exclusively, and shall not be afforded to any other organization, whatsoever,
284 without the expressed written consent of the P.B.A.

285

286

ARTICLE V

287

NO-STRIKE PLEDGE

288 A. Whereas the P.B.A. and its members do not enjoy the right to strike as may be traditionally
289 defined and interpreted by law or judicial opinion, The P.B.A. will not encourage, sanction, or
290 participate in or instigate any strike, sick out, or any other prohibited work stoppage during the
291 duration of this Agreement. The P.B.A. further agrees that in the event of any non-sanctioned
292 strike or work stoppage, it will actively encourage its members to honor this Article and return
293 to their normal duties. It is understood that any individual(s) who may be charged with
294 violating this Article shall be afforded all protection of the grievance procedure of this
295 Agreement. Furthermore, while the P.B.A. agrees to the above without reservation, it and the

296 Council recognize the legal responsibility of the bargaining agent (P.B.A. Local #127) to
297 represent, without prejudice, any individual accused of violating this or any other Article
298 heretofore agreed.

299 B. Nothing contained within this Agreement shall be construed to limit or restrict the Township in
300 its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity
301 for injunction or damages or both in the event of such breach by the P.B.A. or its members.

302 C. The Association shall not be held liable for unauthorized acts of unit employees provided that
303 the Association will do everything in its power to prevent its members from participating in any
304 strike, work stoppage, sick out, slow down, or other activity aforementioned and ordering all
305 who participate in such activity to cease and desist from the same immediately and return to
306 work along with such other steps as may be necessary under the circumstances to bring about
307 compliance with its order.

308

309

ARTICLE VI

310

SALARIES

311 A. The percentage increases for this Agreement are as follows:

312 Effective July 1, 2008 through December 31, 2009, a 0% across the board salary increase.

313 Effective January 1, 2010, a 1.5% across the board salary increase.

314 Effective January 1, 2011, a 2% top step only salary increase.

315 Effective January 1, 2012, a 2% top step only salary increase.

316 Effective January 1, 2013, a 2% top step only salary increase.

317 B. The base salaries during the lifetime of this Agreement will be as follows:

318

Employee Hired Before May 1, 2005

	As of 7/1/2008	As of 1/1/2009	As of 1/1/2010	As of 1/1/2011	As of 1/1/2012	As of 1/1/2013
First Year	\$ 48,076	\$ 48,076	\$ 48,797	\$ 41,921	\$ 41,921	\$ 41,921
Second Year	\$ 53,709	\$ 53,709	\$ 54,515	\$ 46,974	\$ 46,974	\$ 46,974
Third Year	\$ 61,302	\$ 61,302	\$ 62,222	\$ 53,785	\$ 53,785	\$ 53,785
Fourth Year	\$ 68,900	\$ 68,900	\$ 69,934	\$ 60,601	\$ 60,601	\$ 60,601
Fifth Year	\$ 76,494	\$ 76,494	\$ 77,641	\$ 67,412	\$ 67,412	\$ 67,412
Sixth Year	\$ 84,089	\$ 84,089	\$ 85,350	\$ 87,057	\$ 88,798	\$ 90,574

Employee Hired After May 1, 2005

	As of 7/1/2008	As of 1/1/2009	As of 1/1/2010	As of 1/1/2011	As of 1/1/2012	As of 1/1/2013
First Year	\$ 41,606	\$ 41,606	\$ 42,230	\$ 42,230	\$ 42,230	\$ 42,230
Second Year	\$ 44,799	\$ 44,799	\$ 45,471	\$ 45,471	\$ 45,471	\$ 45,471
Third Year	\$ 48,248	\$ 48,248	\$ 48,972	\$ 48,972	\$ 48,972	\$ 48,972
Fourth Year	\$ 51,972	\$ 51,972	\$ 52,752	\$ 52,752	\$ 52,752	\$ 52,752
Fifth Year	\$ 55,993	\$ 55,993	\$ 56,833	\$ 56,833	\$ 56,833	\$ 56,833
Sixth Year	\$ 60,338	\$ 60,338	\$ 61,243	\$ 61,243	\$ 61,243	\$ 61,243
Seventh Year	\$ 65,029	\$ 65,029	\$ 66,004	\$ 66,004	\$ 66,004	\$ 66,004
Eighth Year	\$ 70,096	\$ 70,096	\$ 71,147	\$ 71,147	\$ 71,147	\$ 71,147
Ninth Year	\$ 75,569	\$ 75,569	\$ 76,703	\$ 76,703	\$ 76,703	\$ 76,703
Tenth Year	\$ 84,089	\$ 84,089	\$ 85,350	\$ 87,057	\$ 88,798	\$ 90,574

319

320 C. There shall be an annualized salary of \$30,000 Academy rate of pay for that period of time any
 321 new hire spends in training at the Police Academy. After graduation from the Police Academy,
 322 the new hire shall be placed on the "First Year" step of the appropriate salary guide.
 323 Advancement on the salary guide shall be based on the date of hire.

324

346 C. All Patrol Officers assigned to Planning and Administration, Traffic and Safety, Records, the I.
347 D. Bureau, and the Communications Officer shall be paid an additional One Thousand Dollars
348 (\$1,000.00) per year in addition to their regular annual base salary.

349 D. Detective Bureau

350 1. All Patrol Officers assigned to the Detective Bureau shall be paid, above their
351 respective base salary, an additional One Thousand Dollars (\$1,000) per year.

352 2. In the event that a detective is required to work overtime he or she shall be compensated
353 the rate of time and one-half for all hours worked.

354 3. In the event that a detective is called for duty while on stand-by, the employee shall be
355 compensated at the rate of time and one-half for all hours.

356 4. A detective required to work on a scheduled vacation or other than a scheduled tour of
357 duty, shall be compensated at time and one-half.

358 E. Work Schedules

359 1. Patrol Bureau

360 All employees assigned to the Patrol Bureau shall work a four on and four off (4 - 4)
361 schedule, with each daily tour being ten (10) hours in length. For purposes of
362 calculating the employee's overtime rate, however, the standard of forty (40) hours shall
363 be utilized.

364 2. Non-Patrol Bureaus

365 All other employees not assigned to the Patrol Bureau shall work a five on and two off
366 (5 - 2) work schedule, with each daily tour being eight (8) hours in length. Such
367 schedule will consist of a two (2) shift operation, forty (40) hours per week, Monday

368 through Friday, with no weekend or holiday stand-by. The employees working in such
369 Bureaus shall have their overtime rate calculated by the same forty hour standard.

370 3. All employees working schedules other than the 4 - 4 shall receive fifteen (15) paid
371 holidays in accordance with Article X and will receive two (2) unpaid holidays off per
372 year. By December 1 of each calendar year the Chief shall designate, as a matter of
373 policy, in writing, which holidays for the following year must be used as days off within
374 the meaning of this section.

375 4. The current method of calculating the daily rate of pay for each employee shall continue
376 during the period of this Agreement.

377 F. Overtime Distribution

378 1. Overtime assignments shall be distributed among the respective division employees
379 covered under this Agreement, in an equitable proportion.

380 2. An up to date overtime chart will be kept on a daily basis in the office of the officer in
381 charge, so as to afford all division employees an equal opportunity to work overtime on
382 a rotating basis. If an employee is not immediately available to answer a call by the
383 OIC requesting his appearance to work overtime, the OIC will then call the next
384 employee on the chart.

385 G. Light Duty

386 Effective January 1, 2012 all employees covered under this Agreement who are injured on duty
387 and are eligible for light duty assignment, will be required to work a five on and two off (5 - 2)
388 work schedule, 8 hours per day, Monday through Friday (40 hours per week) assignment at the
389 discretion of the Chief. Employees assigned light duty as a result of an on-duty injury will be
390 permitted to attend doctor's appointments during their scheduled shift if such appointments
391 cannot be scheduled during non-working hours.

392 H. Working Up in Rank

393 The decision to assign an officer to work up in rank is a managerial prerogative and, as such,
394 shall be determined by the Township (Chief of Police or his designee). The language contained
395 herein supersedes any past practice(s) established prior to this Agreement involving working up
396 in rank.

397 1, **Working Up in Rank Pay.** In the absence of a superior officer (or superior officers),
398 all employees required to perform the duties of their absent superior officer (or superior
399 officers) will be compensated at the prevailing rate of that supervisory position, provided that
400 the employee serves in that capacity for a minimum of three (3) hours on a given day/shift.

401 I. In-service Training

402 Effective January 1, 2013 and thereafter each employee will be compensated at straight time
403 rate for the first twelve (12) hours of in service training during the calendar year. In service
404 training in excess of twelve (12) hours shall be compensated at the rate of time and one-half.
405 Prior to January 1, 2013 the first eight (8) hours of in-service training during the calendar year
406 for each employee will be compensated at straight time. In-service training in excess of eight
407 (8) hours shall be compensated at a rate of time and one-half.

408 J. Muster Time

409 Employees shall be paid in accordance with these provisions for any required muster or shape-
410 up time.

411 K. Field Training Officers

412 Any member assigned as a Field Training Officer or Alternate Field Training Officer will be
413 compensated with two and a half (2. ½) additional hours of compensatory time off per day of
414 training. This will be calculated at the conclusion of the training period and members will only
415 be compensated for days in which they provide the training.

416 **ARTICLE VIII**

417 **LONGEVITY**

418 A. All employees covered under this Agreement prior to March 1, 2012 shall receive longevity
419 payment on the following basis:

420	5	years of service.....	2.5%
421	10	years of service.....	5.0%
422	15	years of service.....	7.5%
423	20	years of service.....	10.0%
424	24	years of service.....	12.5%
425	29	years of service.....	15.0%

426

427

428 All new employees hired subsequent to March 1, 2012 that are covered under this Agreement
429 shall receive longevity payment on the following basis:

430	5	years of service.....	1.25%
-----	---	-----------------------	-------

431	10 years of service.....	2.50%
432	15 years of service.....	3.75%
433	20 years of service.....	5.0%
434	24 years of service.....	6.25%
435	29 years of service.....	7.5%

436 B. Consecutive years in service shall be computed from the date of initial employment by the
437 Township, except where service was interrupted. In such cases, consecutive years of service
438 shall be computed as follows:

439 1. Authorized Leave of Absence

440 Commenced at the employee's request from date of initial employment less time for
441 leave of absence.

442 2. Resignation and Subsequent Rehiring

443 If a person resigns and is rehired within one (1) year of the resignation, the employee
444 shall be allowed to work five (5) consecutive years and then have time bridged back to
445 the original hiring date prior to the resignation and all benefits and longevity shall be
446 forthcoming.

447 3. Military Service

448 Employment shall be considered as uninterrupted except that no credit shall be allowed
449 for service in the Armed Forces.

450 4. Disciplinary Action

451 No credit shall be allowed for the amount of time lost due to disciplinary action.

452 C. Longevity shall be paid on a bi-weekly basis as part of the employee's regular pay.

453

454 ARTICLE IX

455 VACATION

456 A. Each employee will receive vacation based upon the following:

- 457 1. 0 – 3 years service..... 12 days
- 458 2. 4 – 9 years service..... 18 days
- 459 3. 10 – 15 years service..... 22 days
- 460 4. 15 years and thereafter..... 24 days

461 This provision is not retro-active, and shall be effective January 1, 2005. It is the intent of this
462 section to limit, not reduce, the amount of annual vacation an employee is currently earning.

463 Although the amount of vacation currently earned by an employee will not be reduced upon the
464 effective date of the above vacation schedule, the amount of vacation earned may be extended
465 for additional years pursuant to the schedule above.

466 B. All employees shall be permitted to carry over ten (10) vacation days into the new year
467 provided that the request to carry over is submitted by October 1st of the current year, subject
468 to the approval of the Business Administrator with notice to the Chief.

469 C. Emergency vacation time off shall be administered as follows:

470 1. The Officer in Charge will approve a request, for an emergency vacation day for a non
471 Patrol Officer provided that employee's services are not required for a specific function that
472 day and subject to the further limitations listed in "a" through "d" listed below in this sub-
473 section.

474 2. The Officer in Charge will approve a request for one emergency vacation day for a
475 patrol officer provided there are at least eight (8) officers on duty on the Day Shift, seven (7)

476 officers on duty on the Afternoon Shift, six (6) officers on duty on the Midnight shift, and
477 subject to further limitations as listed in "a" through "d" as following:

478 a. An officer requesting time off shall notify the Officer in Charge no later than
479 one (1) hour prior to the commencement of the officer's shift, or one hour prior to
480 leaving in the case of requests made during the shift.

481 b. Although the Officer in Charge may grant emergency vacation leave at the time
482 of request, final confirmation of a bone fide emergency shall only be made by the Chief
483 of Police or his/her designated Captain, upon examination of written documenting
484 justifying the emergency.

485 c. Said requested time off shall not be approved where there exists a bona fide
486 police emergency.

487
488 NOTE: Nothing in this section shall be interpreted as establishing a required minimum staffing
489 requirement.

490
491 D. **Unscheduled Vacation** time off shall be administered as follows:

492
493 This category shall be deemed to permit officers to utilize vacation time, on a first-come, first-
494 serve basis, under the following conditions:

495 a) **Day shift:** Provided no officers have scheduled vacation days, sick days, called in sick or
496 have scheduled any other paid leave(s), the following unscheduled vacations days may be used:

497 1. On a squad with ten (10) or more officers scheduled, two (2) unscheduled
498 vacation days may be utilized.

- 499 2. On a squad with nine (9) officers scheduled, two (2) unscheduled vacation day
500 may be utilized.
- 501 3. On a squad with eight (8) officers scheduled, one (1) unscheduled vacation day
502 will be permitted.
- 503 4. On a squad with less than eight (8) officers scheduled, no unscheduled vacation
504 days will be permitted.

505

506 **b) Afternoon shift** – Provided no officers have scheduled vacation days, sick days, called in
507 sick or have scheduled any other paid leave(s), the following unscheduled vacations days may
508 be used:

- 509 1. On a squad with nine (9) or more officers scheduled, two (2) unscheduled
510 vacation days may be utilized.
- 511 2. On a squad with eight (8) officers scheduled, one (1) unscheduled vacation day
512 may be utilized.
- 513 3. On a squad with less than eight (8) officers scheduled, no unscheduled vacations
514 days will be permitted.

515

516 **c) Midnight shift** – Provided no officers have scheduled vacation days, sick days, called in
517 sick or have scheduled any other paid leave(s), the following unscheduled vacations days may
518 be used:

- 519 1. On a squad with seven (7) or more officers scheduled, one (1) unscheduled
520 vacation day may be utilized.

521 NOTE: Nothing in this section shall be interpreted as establishing a required minimum staffing
522 requirement.

523 **ARTICLE X**

524 **HOLIDAYS**

525 A. All police officers will be paid for the following holidays at their prevailing rate of pay
526 distributed equally within each employee's regular pay:

527	New Year's Day	Independence Day
528	Martin Luther King Day	Labor Day
529	Lincoln's Birthday	General Election Day
530	Washington's Birthday	Veteran's Day
531	Good Friday	Thanksgiving Day
532	Memorial Day	Friday after Thanksgiving
533	Primary Election Day	Christmas Day

534
535 One (1) floating holiday (after one full year, upon retirement or resignation, the officer will
536 receive that day.)

537 B. Said pay will be distributed equally among each employee's regular bi-weekly pay and shall be
538 counted as part of the employee's base annual salary. Said payment shall not be tabulated into
539 the employee's base salary for hourly rate, overtime or longevity tabulation.

540 C. The Township reserves the right to withhold from the Holiday Pay of an employee, for just
541 cause, any scheduled workday holiday on which the employee calls in sick.

542 **ARTICLE XI**

543 **SICK AND BEREAVEMENT LEAVE**

544 A. Sick Leave

545 1. Sick leave is to be considered an insurance type benefit, to be used when needed due to
546 personal illness or physical incapacity. Sick leave may be used for illness in an
547 employee's immediate family, requiring the employee's attention. Immediate family is
548 defined as: mother, father, mother-in-law, father-in-law, grandparents, husband, wife,
549 son, daughter, brother, sister, brother-in-law, sister-in-law, or any other blood relative
550 residing in the employee's household.

551 2. Effective January 1, 2004, each employee shall have fourteen (14) sick days per year.
552 Effective January 1, 2005 and continuing thereafter, each employee shall have twelve
553 (12) sick days per year. Accordingly, upon execution of this Agreement, each employee
554 shall give back four (4) days of accumulated sick leave to the Township. Sick days
555 shall be earned on a monthly basis. New hires will receive twelve (12) days sick leave
556 credited to their sick bank for the purposes of sick leave usage. The new employee
557 shall not accumulate any additional days until after the completion of 12 months
558 service. At that time such employee shall accumulate one day per month like the rest of
559 the employees. If such new employee leaves employment for any reason within the
560 first 12 months of employment with the Township, compensation for unused sick leave
561 shall be reduced to one day per month in accordance with Section 4 below. If such new
562 employee has used more than one day per month then the value shall be deducted from
563 the employees last pay check.

564 3. Any officer who is entitled to sick time and is sick for more than five (5) consecutive
565 days shall be required upon request to furnish the Chief of Police with a doctor's
566 certificate stating the nature of illness and the expected date of return to work. The cost
567 of said doctor's certificate shall be borne by the employee.

568 4. Accrued Sick Leave - Annual, Retirement or Death

569 a. No later than October 1 of each year, the P.B.A. shall send to the Business
570 Administrator a list of employees who wish to cash in a number of that year's
571 unused sick days. The following procedure shall be utilized:

572 (1) The Township shall, at its sole discretion, determine the amount of
573 money available for such purpose. The amount shall then be divided by
574 the average daily base salary of the employees of this unit and an
575 average number of days which the Township can afford to cash in shall
576 be established. This shall also be accomplished by October 1.

577 (2) In order for an employee to avail himself/herself of this program, they
578 may have used no more than five (5) sick days throughout the year.

579 (3) Once the Township has determined the amount of money available and
580 the average number of days which it could cash in, it shall determine
581 jointly with the P.B.A. the maximum number of sick days each qualified
582 employee may cash in, which, however, may not exceed ten (10). This
583 shall be accomplished no later than November 1.

584 (4) Eligible employees shall be notified as to the maximum number of days
585 that they can cash in. The employee, no later than November 15, shall,
586 at his/her option, elect the number of days, if any, to be cashed in. Those

587 availing themselves of this option shall receive a check for the cashed in
588 days no later than the last pay period in December.

589 (5) It is understood that once cashed in those days are no longer accrued by
590 the employee nor are they available for use as sick days.

591 b. Each full time employee who retires for reasons of physical disability, age or
592 length of service to the Township shall be entitled to collect upon retirement,
593 payment in full, on a per diem basis, all accrued sick leave. In the case of an
594 employee's death, said payment shall be made to the beneficiary as indicated on
595 the Police and Firemen's Retirement System forms.

596 c. Effective January 1, 1984, employees will be permitted to accrue no more than
597 two hundred and eighty (280) sick days for purposes of payout under this
598 Section. Those employees who are capped herein at two hundred eighty (280)
599 days shall be limited to a cash maximum of Seventy-five Thousand (\$75,000)
600 dollars. Any employee hired after January 1, 1984 shall be permitted to accrue
601 no more than one hundred (100) days for purposes of payout under this Section.
602 Those employees who are capped herein at one hundred (100) days shall be
603 limited to a cash maximum of Thirty-seven Thousand Five Hundred (\$37,500)
604 dollars. Any employee hired after July 1, 1994 shall be permitted to accrue sick
605 leave for severance purposes as follows: one (1) day's pay for every two (2)
606 days accrued sick days with a maximum cash payment of Fifteen Thousand
607 (\$15,000) dollars. However, employees may continue to accrue sick time
608 beyond the aforementioned figures solely for the purposes noted in Section 1,
609 above.

610 d. In case of resignation, said employee shall be paid fifty percent (50%) of his
611 accrued sick leave in accordance with the caps set forth in Section c. If
612 dismissed for just cause, said employee is entitled to a hearing before the
613 Council, or a committee thereof, to determine whether there are any equitable
614 reasons to justify payment for sick leave based upon good cause.

615 5. The Chief may verify the illness or injury of any employee. Such verification
616 procedure may include a telephone call or visit to employee's home.

617 6. The Chief may require an employee to submit to a physical examination. Such
618 examination is to be conducted at the Township's expense.

619 B. Bereavement Leave

620 1. Death in Employee's or Employee's Spouse's Immediate Family

621 a. Five (5) days bereavement leave shall be provided to each employee without
622 deduction of pay for each occurrence of death in the employee's or the
623 employee's spouse's immediate family. The five (5) days shall be work days.

624 b. The immediate family shall be defined as: father, mother, step-father, step-
625 mother, brother, sister, step-brother, step-sister, grandfather, grandmother,
626 spouse, son, daughter, step-son, step-daughter, son-in-law, daughter-in-law,
627 grandson, granddaughter, father-in-law, mother-in-law, sister-in-law, brother-in-
628 law, spouse's grandparents, or any other relative residing within the household
629 of the employee.

630 c. A working day is defined as any scheduled tour of duty prescribed by the
631 employee's work chart.

- 632 2. Death of a Relative or Spouse's Relative Outside of the Immediate Family
633 a. Three (3) days bereavement leave shall be granted in the event of the death of a
634 relative or spouse's relative outside of the immediate family as defined above.
635 Sick leave may be used if additional time is required.
636 b. A relative outside of the immediate family is defined as: aunt, uncle, niece, or
637 nephew. One (1) day leave shall be granted in the event of the death of an
638 employee's first cousin.
639 c. Such leave shall be granted up to and including the date of the funeral service.
640 The employee's normally scheduled day off shall be included as bereavement
641 leave in the event of the death of a relative outside of the immediate family.
642 Vacation time shall not be included as an off day.

643 **ARTICLE XII**

644 **HEALTH AND DISABILITY**

645 A. Health Insurance

- 646 1. (a) All employees and their spouses and children shall be covered under the Township's
647 Managed Care Health Benefits Program; a prescription drug plan covering one hundred
648 percent (100%); a dental plan covering eighty percent (80%) of Class A and B services
649 with a maximum of Two Thousand Five Hundred Dollars (\$2,500) for regular coverage
650 and Three Thousand Dollars (\$3,000) for Orthodontia.
651 1. (B) Prescription program shall be modified to provide for \$12.00 co-pay for non-generic
652 prescriptions and \$5.00 co-pay for generic prescriptions.
653 1. (c) A Point of Service program (POS) shall be available for any employee who voluntarily
654 decides to utilize said program.

- 655 2. The Township shall have, at its discretion, the ability to offer a managed care (HMO)
656 Dental Plan as an alternative choice to the traditional dental plan, with participation in
657 said plain to be at the option of the employee.
- 658 3. Any employee shall have the option of surrendering coverage under the above-provided
659 health and hospitalization coverage. Any employee who surrenders said coverage for
660 12 consecutive months shall receive a cash payment equal to half of the Township's
661 cost for the benefit during the month following the completion of the 12-month period
662 of surrendered coverage. The employee must provide the Township with written notice
663 of their intent prior to the commencement of the 12-month period. In order to qualify
664 for this payment, the employee will be required to provide proof of other health
665 insurance coverage. Payments will be made during the normal pay periods.
666 Surrender for the following year shall not be considered automatic. Conversely, every
667 employee shall be considered as covered and shall so be covered unless and until such
668 time as an employee shall affirmatively notify the Township to the contrary.
- 669 4. The Township shall have the right to select the insurance carrier or carriers to provide
670 the aforementioned services and benefits provided that any new policy and plan is
671 comparable to the current policy and plan, except as modified by Section A(1)(b).
- 672 5. No later than forty-five (45) days prior to the Township exercising the rights provided
673 in Section A. 2, above, the Township shall present to the P.B.A. President notice of the
674 Township's intention to change carriers or to self-insure, and furnish the President with
675 a copy of the proposed new policy or plan. No change shall be made by the Township
676 sooner than forty-five (45) days after the aforementioned has been furnished to the
677 P.B.A.

678 6. Employees shall complete and sign a coordination of benefits agreement annually, and
679 in the event that an employee's spouse is employed or becomes employed, and where
680 the spouse's employer provides health benefits for which the spouse is or becomes
681 eligible, and the spouse is not required to contribute to the cost of those benefits, said
682 spouse shall be required to obtain such coverage as their primary health insurance.
683 Dependents shall be primary on the plan whose birth date of the employee or the spouse
684 comes first in the calendar year. The Township shall maintain coverage as outlined in
685 this section as a secondary insured.

686 B. Injury in the Performance of Duty

687 1. Any Police officer who is injured while acting in the performance of his/her duty shall
688 receive full pay, not to exceed one (1) year, less the Worker's Compensation Temporary
689 Disability payments or the State of New Jersey Disability payments to which the officer
690 is entitled.

691 2. The determination as to whether or not the injury was sustained while in the
692 performance of duty shall be in accordance with the findings of the Division of
693 Worker's Compensation or, in the event that said findings were appealed to the Courts,
694 upon the findings of the Courts of the State of New Jersey.

695 C. Long Term Disability Benefits

696 1. All employees who become permanently disabled (as defined by the insurance carrier)
697 and are unable to perform their current occupation with the Township shall be covered
698 by long term disability insurance provided by the Township as follows: Any employee
699 who qualifies for long-term disability insurance benefits due to long-term illnesses or
700 serious accident (whether job connected or not) shall receive a total of two-thirds (2/3)

701 of their regular pay after a waiting period of thirty (30) calendar days. After ninety (90)
702 calendar days (i.e. the point in which such employee becomes eligible for benefits under
703 the long-term disability insurance policy), the employee shall receive benefits pursuant
704 to the Township's long-term disability insurance policy. Payments from such coverage
705 to permanently disabled employees who are unable to perform their current occupation
706 with the Township shall not exceed a period of three years, unless such permanently
707 disabled employees are unable to perform any occupation (within or outside of the
708 Township) as a result of their disability. Employees who are permanently disabled and
709 unable to perform any occupation (within or outside of the Township) shall be covered
710 by the long term disability insurance provided by the Township until such employees
711 reach the age of sixty-five (65) years old. *Eligibility for coverage and payments under*
712 *the long term disability insurance shall be determined by the insurance carrier and*
713 *payments will be administered pursuant to the terms and conditions outlined in the*
714 *long term disability insurance policy.*

715 2. The Township shall have the right to select the insurance carrier or carriers to provide
716 the aforementioned services and benefits provided that any new policy and plan is
717 comparable to the current policy and plan.

718 D. Optical Insurance

719 The Township shall provide all parties covered under this contract with an optical plan, which
720 shall cover the employee and the employee's family. Such plan shall be subject to the approval
721 of the P.B.A. This plan shall be comparable to or better than the existing plan and shall include
722 contact lens coverage. The vision program shall be modified to provide for a \$200 per year
723 family benefit.

724 E. Health Benefits - Death of Employee

725 1. In the event of the death of anyone covered under this contract, the employee's health
726 benefits shall be provided to the employee's family for a period of two (2) years, or less
727 should the employee's spouse remarry within the two (2) year's time. In the event that
728 the spouse does not remarry but has dependent children, the coverage will be provided
729 until the dependent children reach the age of nineteen (19). In the event that the
730 dependent children are attending college, then the coverage shall be extended to the age
731 of twenty-three (23).

732 2. In the event of the death of an employee covered under this contract who has died as a
733 result of injuries incurred in the line of duty, the health benefits shall be provided for the
734 employee's spouse until the spouse remarries or dies, whichever comes first. In the
735 event that the spouse does not remarry, dependent children shall be covered until the
736 age of nineteen (19). In the event that the dependent children are attending college,
737 then the coverage shall be extended until the age of twenty-three (23).

738 F. Employee Stress Assistance Program

739 The Township and the P.B.A. have agreed to the concept of an Employee Assistance Program.

740 G. Life Insurance

741 The Township shall pay all premiums for a Twenty-Five Thousand Dollar (\$25,000) term life
742 insurance policy for each employee with the beneficiary to be determined and designated by the
743 employee.

744 H. Retirement Benefits

745 1. Upon service or disability retirement with the Township, all employees covered under
746 this Agreement shall receive all insurance benefits in effect at the time of retirement with all

747 costs borne by the Township, so long as the employee has reached twenty-five (25) years of
748 service with the Township; sixty-two (62) years of age with fifteen (15) years of service with
749 the Township; or receive a disability retirement from the State of New Jersey.

750 2. The present practice and level regarding said insurance for all employees who have
751 retired prior to July 1, 1995 shall continue. Commencing with July 1, 1995 and thereafter,
752 should any modifications in the insurances covered within this Article, except for Long Term
753 Disability* and Life Insurance, affect bargaining unit members then the same modifications
754 shall apply to retirees.

755 (*This constitutes no admission by the Township that the present Long Term Disability
756 Insurance is legal.)

757 3. Upon retirement and each year thereafter, all retirees shall sign a coordination of health
758 benefits agreement. In the event that the retiree becomes re-employed in any capacity where
759 such employer provides health benefits for which the retiree is eligible, and the reemployed
760 retiree is not required to contribute to the cost of those benefits, said re-employed retiree shall
761 be required to obtain such coverage as their primary insurance. The Township shall maintain
762 the coverage as outlined in this section as a secondary insured.

763 4. In the event that a retiree's spouse is employed, or becomes employed, and where such
764 employer provides health benefits for which the spouse is or becomes eligible, and the spouse
765 is not required to contribute to the cost of those benefits, said spouse shall be required to obtain
766 such coverage as their primary health insurance. Dependents shall be primary on the plan
767 whose birth date of the retiree or spouse comes first in the calendar year. The Township shall
768 maintain coverage outlined in this section as secondary insured.

769

793 regional accrediting agency would receive lump sum payments for credits earned in excess of
794 those required for the Associate Degree program which would be applied toward their
795 Bachelor's Degree. Said lump sum shall be added to their base pay.

796 D. In no case would officers who have not obtained an Associate Degree from an institution of
797 higher learning accredited by a regional accrediting agency receive more than Six Hundred
798 (\$600.00) Dollars a year in lump sum payments, nor would those who receive an Associate
799 Degree but not a Bachelor's Degree from an institution of higher learning accredited by a
800 regional accrediting agency receive more than Twelve Hundred (\$1,200.00) Dollars a year
801 lump sum payment.

802 E. For purposes of this Article, "regional accrediting agency" is defined as a regional accrediting
803 agency recognized by the U.S. Department of Education. The following regional accrediting
804 agencies are currently recognized by the U.S. Department of Education: Middle States
805 Association of Colleges and Schools; Southern Association of Colleges and Schools; Western
806 Association of Colleges and Schools; North Central Association of Colleges and Schools;
807 Northwest Association of Colleges and Schools; and New England Association of Schools and
808 Colleges.

809

810

ARTICLE XIV

811

LEAVE OF ABSENCE

812 A. A leave of absence without pay may be granted for a good cause to any police officer for a
813 period of up to six (6) months. Maternity leaves are also included in this leave of absence.
814 Such leave shall be granted at the sole discretion of the Mayor or his/her designee, after
815 recommendation from the Chief. This leave may be extended for up to an additional six (6)

816 months at the sole discretion of the Mayor or his/her designee, after a recommendation from the
817 Chief.

818 B. Leave provided hereunder shall not be arbitrarily or unreasonably withheld.

819 C. A female officer who is pregnant and has been diagnosed by the Township physician as being
820 disabled and unable to perform her regularly assigned duties, shall have, at the option of the
821 Director of Public Safety, the opportunity to work on a "light duty" status. She shall have the
822 opportunity to return to "light duty" following her delivery and until such time as the Township
823 physician certifies her ability to return to regular duty. In the event that the officer's physician
824 disagrees with the medical opinion of the Township physician, the matter shall be referred for
825 resolution to a third physician selected by the employee's physician and the Township's
826 physician. In the event that the parties are unable to agree upon the selection of the third
827 doctor, such doctor will be appointed by the County Medical Association. The fee of the third
828 doctor, if required, shall be paid for by the Township.

829 D. Any other officer who is disabled and has been diagnosed by the Township physician as being
830 disabled and unable to perform their regularly assigned duties, shall have the same rights,
831 privileges, and opportunities as provided herein above in Section C, for pregnant officers. The
832 only difference shall be where Section C refers to "delivery date." This shall mean the date
833 when the employee's physician certifies them able to return to regular duty. From there, all
834 other portions shall then again apply as written.

835

836

837

838

ARTICLE XV

839

DISCIPLINARY ACTION

840

A. No employee shall be disciplined, reprimanded, reduced in rank or compensation except for just cause, in accordance with State Law, nor shall the officer be suspended without pay when no formal charges have been preferred for more than seven (7) days.

841

842

843

B. Oral and written reprimands shall be grievable up to the Business Administrator or his/her designee. Any employee has the right to attach a written response to any written reprimand within seven (7) days of its receipt or final determination of the grievance adverse to the grievant.

844

845

846

847

C. Following one (1) year's time, an employee may request of the Chief of Police that a written reprimand be removed from the officer's personnel file and the record be expunged. Approval for such requests shall not be arbitrarily or capriciously denied.

848

849

850

851

ARTICLE XVI

852

EMPLOYEE RIGHTS

853

A. 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 members of the force. In an effort to insure that the investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

854

855

856

857

- 858 1. The interrogation of an employee shall be when the employee is on duty. If it is
859 required that the employee report to headquarters on his off-duty hours, the employee
860 shall be compensated on an overtime basis as set forth in this Agreement, unless it is
861 determined that he is remiss in his duties or is found guilty of a preferred charge.
- 862 2. The employee shall immediately be informed of the nature of the investigation before
863 any interrogation commences. If the informant or complainant is anonymous, then the
864 employee shall be so advised. All non-confidential information to apprise the employee
865 of the allegations will be provided. If known that the employee is being interrogated as
866 a witness only, the employee will be so informed at the initial contact.
- 867 3. The questioning shall be conducted in brief periods in length. Respites will be allowed.
868 Time will be provided for personal necessities, meals, telephone calls, and rest periods
869 are necessary.
- 870 4. The interrogation of the employee shall not be recorded without the employee's
871 knowledge.
- 872 5. The employee will not be subjected to any offensive language, nor will he be threatened
873 with transfers, dismissal, or any other disciplinary action. No promises of any nature
874 will be made as an inducement to answering questions. Nothing herein shall be
875 construed as to prevent the investigating officer from informing the member of the
876 possible consequences of his act.
- 877 6. If any employee is under arrest or is likely to be or is a suspect or target of a criminal
878 investigation, he will be given his rights pursuant to current decisions of the United
879 States Supreme Court.

880 7. In all cases and in every stage of the proceedings, in the interest of maintaining the
881 usual high morale of the force, the Township shall afford an opportunity for a member
882 of the force, if so requested, to consult with counsel and/or his/her Association
883 representative(s) before being questioned concerning a violation of the rules,
884 regulations, and laws which could result in disciplinary action. During the interrogation
885 of a member of the force, the member shall have a representative of the Association
886 present plus legal counsel, if so desired. A form shall be provided by the Police
887 Department to all parties covered under this contract and who are being questioned or
888 interrogated, and the P.B.A. member must sign and date this form if he decides not to
889 have representation. The signed and dated form shall provide a waiver of representation
890 for P.B.A. Local #127.

891 B. Rights and Protective Representation

892 Pursuant to Chapter 123, Public Laws 1975, as may be amended, the Township hereby
893 agrees that every employee of the Township shall have the right freely to organize, join
894 and support the P.B.A. and its affiliates for the purposes of engaging in collective
895 negotiations and other concerted activities exercising governmental powers under the
896 laws of the State of New Jersey. The Township undertakes and agrees that it shall not
897 directly or indirectly discourage or deprive or coerce any employee in the enjoyment of
898 any rights conferred by Chapter 123, Public Laws 1975, as amended, or other laws of
899 New Jersey or the Constitutions of New Jersey or the United States; that it shall not
900 discriminate against any employee with respect to wages, hours, or any other terms and
901 conditions of employment by means of his membership in the P.B.A and its affiliates,
902 his participation in any activities of the P.B.A. and its affiliates, collective negotiations

903 with the Township, or in the employee's institution of any grievance, complaint, or
904 proceeding under this Agreement or otherwise with respect to any terms and conditions
905 of employment.

906 C. Statutory Savings Clause

907 Nothing contained herein shall be construed to deny or restrict to any employee such rights as
908 may be guaranteed under the laws of New Jersey and the United States, the Constitutions of
909 New Jersey and the United States, or other applicable rules and regulations of bodies of
910 competent jurisdiction. The rights granted to employees hereunder shall be deemed to be in
911 addition to those provided elsewhere.

912 D. Required Meetings or Hearings

913 Whenever any employee is required to appear before any administrative officer or supervisor,
914 council or any committee or member, representative or agent thereof, the Mayor or his
915 designee, concerning any matter which could adversely affect the continuation of that
916 employee in that office, assignment, rank, employment, salary or any increments pertaining
917 thereto, then he shall be given prior notice of the reasons for such meeting or interview and
918 shall be entitled to have representative(s) of the P.B.A. or its designee present to advise him
919 and represent him during such meeting or interview. Any suspension of a police officer shall
920 be with or without pay in accordance with law.

921 **ARTICLE XVII**

922 **MANAGEMENT RIGHTS**

923 Management shall retain all rights not modified by the Agreement. This Article may not form
924 the basis of a grievance.

925

926

927
928
929

ARTICLE XVIII

930
931

LEGAL AID

932 The Township shall provide legal aid to its officers in accordance with State statute. In this
933 case, the officer may choose his/her attorney and the Township shall pay for legal services in
934 accordance with the municipal attorney's prevailing rates.

935

ARTICLE XIX

936
937

NON-DISCRIMINATION

938 A. The Township and the P.B.A. agree that there shall be no discrimination against any employee
939 because of race, creed, color, religion, sex, national origin, domicile, marital status, or political
940 affiliation.

941 B. The Township and the P.B.A. agree that all employees covered under this Agreement have the
942 right without fear of penalty or reprisal, to form, join and assist any employee organization or
943 to refrain from any such activity. There shall be no discrimination by the Township or the
944 P.B.A. against any employee because of the employee's membership or activity or non-activity
945 in the P.B.A.

946

ARTICLE XX

947

OUTSIDE EMPLOYMENT AND ACTIVITIES

948 A. Officers shall be entitled to engage in any lawful activity and any lawful work while off-duty.

949 B. It is understood that the full time officers will consider their position with the Township as their
950 primary employment. Any outside employment or activity must not interfere with the officer's
951 efficiency as an employee with the Township and must not constitute a conflict of interest.

- 952 C. Any officer planning to engage in any outside employment or activity during his/her off-duty
953 hours may be permitted to wear the regulation uniform with the approval of the Chief of Police.
- 954 D. All outside employment shall be listed with the Department Head. The information provided
955 shall include the officer's prospective employer, and the officer's prospective work schedule.
- 956 E. Extra Duty Jobs
- 957 1. Extra duty jobs shall be defined as those requests made of the Township for extra or
958 special police coverage which would not be considered part of the regular shift's
959 responsibilities and for which the requesting party is required to pay for those services.
- 960 2. All actively employed full time officers, who are not under suspension, assigned to light
961 duty, or subject to a criminal investigation, shall be eligible for this extra duty work.
962 No officer shall be denied access and eligibility to said work without just cause.
- 963 3. As these extra jobs become available, the nature and location of the job, the number of
964 hours and officers required, the expected duration of the job, and any special criteria
965 needed shall be posted on all normal posting places. A copy of the same shall be
966 simultaneously given to the President of the P.B.A. or his/her designee.
- 967 4. A sign up list shall be maintained for each extra duty job. Any officer interested in
968 becoming available to work such job(s) shall sign the appropriate list. An officer may
969 sign as many, few, or no lists as is the individual's prerogative.
- 970 5. Distribution of said extra duty jobs shall be carried out in a manner and procedure
971 which is the same as for regular overtime call-in and distribution.
- 972 6. Policies concerning the performance of extra duty jobs shall be developed by the Chief
973 of Police.

974 7. The overtime rate for extra duty jobs only shall continue to be calculated based upon a
975 thirty-seven and a half (37 ½) hour workweek.

976 **ARTICLE XXI**

977 **GRIEVANCE PROCEDURE**

978 A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to
979 the problems which may arise affecting the negotiable terms and conditions of employment
980 under this Agreement.

981 B. Nothing herein shall be construed as limiting the right of any employee having a grievance to
982 discuss the matter informally with any appropriate member of the Department.

983 C. Definition

984 With regard to employees, the term "grievance" as used herein means an appeal by an
985 individual, group of individuals, or the P.B.A. regarding the application or interpretation of this
986 Agreement. Such grievances may be processed through the entire grievance procedure except
987 as may be noted herein below.

988 D. Procedure

989 The following constitutes the sole and exclusive method for solving grievance between the
990 parties covered by this Agreement, and shall be procedurally followed in its entirety unless any
991 step is waived by mutual consent. It is agreed, however, that a grievance may be instituted at
992 the lowest step where a remedy is possible. However, a grievance may be dropped at any stage
993 of the procedure by the P.B.A. The determination of the P.B.A. to drop a grievance shall not be
994 utilized in the future to support a claim that the P.B.A. agreed to whatever condition was
995 originally raised by said dropped grievance.

996 Prior to the submission of a grievance in accordance with the below procedure, all grievances
997 shall be taken to the Personnel Department to be time and date stamped. Said stamp shall be
998 done so immediately.

999 Any Grievance must be filed within thirty (30) days after the occurrence of application or
1000 interpretation of this Agreement which gives rise to said dispute, or from that time when the
1001 employee or P.B.A. should have reasonably known of such occurrence.

1002 **Step One.** Step One shall be with the Chief or his designees. If, however, the Chief
1003 designates a subordinate to function in his place, said subordinate shall have full authority to
1004 resolve any grievance which the Chief, himself, would have authority to remedy. The answer
1005 to this grievance, along with reasons for said answer, shall be received by the P.B.A. no later
1006 than five (5) business days after its submission. It is agreed that any grievance arising out of an
1007 action taken by the Director of Public Safety, the Business Administrator or his staff, or the
1008 Mayor and/or Council, shall commence and be initiated at either Steps Two or Three, below,
1009 whichever is appropriate.

1010 **Step Two.** Should the answer to the grievance submitted to Step Two be unsatisfactory or
1011 should no answer be received within the five (5) working days, then the grievance may be
1012 submitted to the Business Administrator or his designee within five (5) working days of the
1013 answer or the date upon which the answer was due from Step One. A hearing shall be
1014 conducted on a date and time of mutual convenience no later than ten (10) working days from
1015 the submission of the grievance unless an extension of time is mutually agreed upon. The
1016 Business Administrator or his designee shall have twenty (20) days in which to render his
1017 decision, in writing to the P.B.A.

1018 **Step Three.** The parties agree that in the event a grievance is not remedied to the satisfaction
1019 of either party, then either the Township or the P.B.A., solely, may, within twenty (20) days,
1020 request binding arbitration by serving said request upon the other. Said request shall be
1021 submitted in accordance with the rules and regulations of the Public Employment Relations
1022 Commissions (PERC) and according to said rules, an arbitrator shall be appointed, whose
1023 decision shall be final and binding upon both parties. Said Process shall be in accordance with
1024 the following:

- 1025 1. The decision of the arbitrator, along with the reasons for said decision, shall be rendered
1026 in writing and shall be final and binding on all Parties.
- 1027 2. The arbitrator shall decide only the single issue submitted to him unless the parties
1028 mutually agree to submit multiple issues to the same arbitrator.
- 1029 3. The cost of the arbitrator shall be borne equally by the parties. Any other costs shall be
1030 borne by the party incurring same.
- 1031 4. The arbitrator shall have no authority to add to, modify, or delete from this Agreement,
1032 unless said desire is expressly and mutually agreed to by the parties.
- 1033 5. The parties to the arbitration process are solely and exclusively the Township of Old
1034 Bridge and P.B.A., Local No. 127.

1035 E. In the event that management alleges a violation of the provisions of the Agreement, notice
1036 shall be served upon the P.B.A. President within thirty (30) days of the alleged violation and
1037 the parties shall meet within ten (10) days, unless mutually extended, to attempt to resolve the
1038 matter. In the event that the matter is not satisfactorily resolved within fifteen (15) days of the
1039 first meeting then either party may, unless the time periods are mutually extended, invoke the
1040 arbitration provisions set forth above.

1041 F. Nothing contained herein shall prevent any individual employee from presenting his/her own
1042 grievance from self-representation. However, the P.B.A. President must be notified prior to the
1043 commencement of any discussions and/or meetings in this regard, at any steps along the way.
1044 The P.B.A. shall have the right to be present during any such meeting, discussion, or hearing;
1045 shall have the right to participate on behalf of the good and welfare of the Association; shall
1046 receive written copies of any and all decisions rendered, along with appropriate reasons; and
1047 shall be permitted to present the Association position regarding same, including but not limited
1048 to the filing of a subsequent grievance if it is the P.B.A.'s belief that any remedy fashioned
1049 constitutes a violation of this Agreement. The right of any employee to process his/her own
1050 grievance shall cease with Step Five (a). It is clearly understood and agreed that no individual
1051 employee or group of employees may process a grievance to arbitration.

1052 G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been
1053 initiated within the time specified, then the grievance shall be deemed to have been abandoned.
1054 If the grievance is not processed to the next succeeding Step in the grievance procedure within
1055 the time limits prescribed thereunder, then the disposition of the grievance at the last preceding
1056 Step shall be deemed conclusive. If a decision is not rendered within the time limits prescribed
1057 for a decision at any Step in the grievance procedure, then the grievance shall be deemed to
1058 have been denied and may proceed to the next Step. Nothing contained herein, however, shall
1059 prevent the parties from mutually agreeing to extend or contract the time limits for processing
1060 the grievance at any Step in the grievance procedure.

1061

1062 **ARTICLE XXII**

1063 **CLOTHING REQUIREMENT AND MEAL ALLOWANCE**

1064 A. For the first year of the Agreement beginning July 1, 2004 and ending June 30, 2005, each
1065 employee hired prior to January 1, 2004 shall receive a one time payment in the amount of two
1066 hundred (\$200) dollars upon execution of this Agreement in addition to the one thousand dollar
1067 (\$1,000) clothing allowance already paid to such employees. Effective July 1, 2005, employees
1068 will not receive any type of clothing allowance thereafter. However, each employee shall be
1069 responsible for maintaining uniforms and equipment in accordance with the standards of the
1070 police department.

1071 B. A meal allowance of ten dollars (\$10.00) per day shall be paid to all officers attending school
1072 when meals are not included in registration fee or provided by the school. This section shall
1073 apply only within the State and where overnight lodging is not required. This meal allowance
1074 excludes payment for meals during basic training.

1075 C. All new uniformed employees will be provided with a riot helmet and jump suit.

1076
1077 **ARTICLE XXIII**

1078 **RULES AND REGULATIONS REVIEW COMMITTEE**

1079 A. A joint committee shall be established and maintained to review and possibly update the rules
1080 and regulations of the Department. This shall be a standing committee and shall meet as
1081 deemed necessarily by either party in order to carry out its charge.

1082 B. The aforesaid section shall not be deemed nor interpreted as a waiver by the P.B.A. regarding
1083 its statutory rights to negotiate changes to the rules and regulations affecting working
1084 conditions in accordance with appropriate P.E.R.C. and judicial decisions.

1085

1086

ARTICLE XXIV

1087

SENIORITY

- 1088 A. Seniority is defined as the accumulated, unbroken length of service with the Department,
1089 computed from the date of hire. An employee's length of service shall not be reduced by time
1090 loss due to authorized leave of absence for a bona fide illness or injury certified by a physician
1091 for a period not exceeding one (1) year. Such certification shall be subject to review and
1092 approval by the Township physician. Seniority shall be lost and employment terminated for
1093 reason of discharge or resignation.
- 1094 B. The principles of seniority shall apply to employees covered by this Agreement as to selection
1095 of vacation periods, compensatory time off, overtime and extra duty assignments as expressed
1096 in Articles VII and XX, shift bid selection, and reductions in force. Seniority will be a
1097 consideration for work assignments providing that the employee is qualified to perform such
1098 assignment.
- 1099 C. Upon receiving a promotion, it is understood that full seniority rights within said position shall
1100 commence with the initial date of appointment to that position.
- 1101 D. For the purpose of a reduction in position, seniority in the position will take precedence. In the
1102 event that two or more employees were promoted to the same position on the same date, then
1103 the employee with the greatest amount of departmental seniority shall be the last individual
1104 reduced or laid off.
- 1105 E. It is understood that no new promotions will be made until any employee who was reduced in
1106 rank or position due to a layoff has been restored to the full rank and position held on the date
1107 of the layoff.

1108 **ARTICLE XXV**

1109 **PERSONNEL FILE**

1110 A. Derogatory Material

1111 No derogatory material concerning a police officer's conduct, service, or character shall be
1112 placed in his/her personnel file unless the officer has been given an opportunity to review the
1113 material. The officer shall acknowledge that the opportunity was given for review by affixing
1114 his/her signature to the copy to be filed with the express understanding that such signature does
1115 not necessarily indicate agreement with the contents thereof. The officer shall have the right
1116 within seven (7) calendar days of such review to submit a written response to such material.
1117 Said response shall be attached to the file copy and shall be considered as part of the entire
1118 document.

1119 B. File Review

1120 Each police officer shall have the right, upon request, to review the contents of his/her
1121 personnel file. The employee shall have the right to have representative(s) of the P.B.A.
1122 accompany him/her during such review. The officer shall be provided with a copy of the
1123 contents upon request. The employee shall be responsible to pay \$0.10 per page for the first
1124 five (5) pages and then \$0.05 per page for each page thereafter. This provision shall not be
1125 abused.

1126
1127 **ARTICLE XXVI**

1128 **MISCELLANEOUS**

1129 A. In the event of a reduction in rank due to reduction in manpower for financial reasons, the
1130 officers who have suffered the reduction in rank will be up-graded when the rank, opens up

1131 again. This will be done on the basis of the last officer out will be the first officer reinstated.
1132 Such up-grading will be automatic and will not necessitate the employee to be reinstated or re-
1133 interviewed.

- 1134 B. Upon resignation, retirement, or termination an employee is entitled to all holiday pay which
1135 has been accrued up to that point, as well as the per diem value of all unused vacation days.
1136 Upon death of an individual covered by this Agreement, all of the above payments shall be
1137 made to the employee's beneficiary as stated on his pension insurance policy.
- 1138 C. The Township medical insurance plan will be primary for hospitalization for a retiree when the
1139 retiree or the retiree's spouse is not eligible for the Medicare Part A benefit. Part B is paid by
1140 all retirees.

1141 **ARTICLE XXVII**

1142 **SEPARABILITY, SAVINGS AND NO WAIVER**

- 1143 A. If any provisions of this Agreement or any application of this Agreement to any employee or
1144 group of employees is held to be invalid by operation of law or by a court or other tribunal of
1145 competent jurisdiction, such provisions shall not be affected thereby and shall continue in full
1146 force and effect.
- 1147 B. Should any provisions be found contrary to law, such provisions shall no longer serve as
1148 operative. Should a change in the law reverse such a standing, the inoperative section shall,
1149 from that point forward, be in full force once again.
- 1150 C. The failure by the Parties to enforce any provision of this Agreement shall not be deemed a
1151 waiver of the rights conferred by that provision.

1152

1153

1154 **ARTICLE XXVIII**

1155 **FULLY BARGAINED PROVISIONS**

- 1156 A. This Agreement represents and incorporates the complete and final arbitration award by Gerard
1157 Restaino, Arbitrator on all bargainable issues which were the subject of negotiations. During
1158 the term of this Agreement, neither party will be required to negotiate with respect to any such
1159 matter, whether or not covered by this Agreement, nor whether or not within their knowledge
1160 or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- 1161 B. There shall be no unilateral changes in any negotiable terms and conditions of employment.

1162 **ARTICLE XXIX**

1163 **SHIFT BID**

- 1164 A. Each January 15th shift assignments shall be made, where all qualifications are equal, pursuant
1165 to a seniority based bid system. Standard slips shall be developed and distributed to all affected
1166 personnel no less than two (2) weeks prior to the commencement date. The employee shall list
1167 his/her shift choices, giving 1st, 2nd, and 3rd preferences. Assignments shall then be made
1168 based upon seniority. These assignments shall then take effect as of April 1st, following the
1169 submission date and shall remain in effect until the procedure is repeated the following year.
- 1170 B. This shall not be interpreted to mean that the duty assignments or appointments, such as
1171 detective bureau, traffic, etc., are to be bid. Those assignments or appointments remain the
1172 prerogative of the Chief of Police or other appropriate Authority, which shall be in accordance
1173 with the controlling statutes. Further, in order to meet the needs of training and/or specialized
1174 abilities, shift assignments may need to be altered in order to meet the bona fide safety needs of
1175 the citizens of the Township. In these cases the changes shall be made with timely notice and

1176 explanation and shall last until such time as the specific needs have been met, at which time the
1177 affected employee shall be returned to his bid shift.

1178 C. This section shall be applied equally, among members of the same rank, assignment, or
1179 appointment. That is, Patrol Officers shall bid with Patrol Officers, Detectives with Detectives,
1180 Records with Records, and so on.

1181 D. This section shall not preclude employees from voluntarily switching or swapping shifts with
1182 one another prior to the re-bid date. However, as is the current practice, such switches shall
1183 occur with the approval of the Chief of Police or his designee. Such approval shall not be
1184 arbitrarily or capriciously withheld.

1185

ARTICLE XXX

1186

TERM AND RENEWAL

1187

A. THIS AGREEMENT shall be effective as of July 1, 2008 and shall be in effect to and including December 31, 2013. This Agreement shall not be extended orally and it is expressly understood that it expires on the date intended or until such time as a successor Agreement supersedes it.

1188

1189

1190

1191

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective Secretary and/or Clerk and their corporate seals affixed hereon, in the Township of Old Bridge, New Jersey, on this _____ day of _____, 2012.

1192

1193

1194

1195

1196

1197

POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL NO. 127

1198

1199

1200

1201

1202

1203

By: [Signature]

TOWNSHIP OF OLD BRIDGE MIDDLESEX COUNTY, NEW JERSEY

By: [Signature]
Owen Henry, Mayor

1204

By: [Signature]

By: _____

1205

Witness:

Attest:

1206

1207

[Signature]

[Signature]
Stella Ward, Township Clerk 10/2/12